



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 16, 2019, 6:30 p.m.,
Lake Park Town Hall
535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Anne Lynch	—	Commissioner
Roger Michaud	—	Commissioner
<hr style="border-top: 1px dashed black;"/>		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	Town Clerk

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 PRESENTATIONS/REPORTS**
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 Town 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. Regular Commission Meeting Minutes of January 2, 2019. Tab 1
2. Resolution No. 09-01-19 Authorizing the Mayor to Sign Revised 2019 State Aid To Libraries Agreement and Sign the Certification. Tab 2
3. Resolution No. 10-01-19 Authorizing the Town Manager to Execute the Tuition Reimbursement Employment Agreement with Town Employee Brittany Freeman. Tab 3
4. Resolution No. 11-01-19 Authorizing and Directing the Mayor to Execute an Amendment to the Town's Agreement with the State of Florida, Division of Emergency Management for Grant Funds Associated with Hurricane Irma. Tab 4
- F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: None
- G. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: None
- H. OLD BUSINESS:
 5. A Request from the Event Organizers of the Vintage Motorcycle Festival proposed For Saturday, March 2, 2019 to Allow the Town to be an Event Co-Sponsor and Share on the Event Costs. Tab 5
- I. NEW BUSINESS:
 6. Resolution No. 12-01-19 Authorizing the Town Manager to Pay for the Abatement Cost Associated with the Mold Remediation of a Nuisance at 801 Lake Shore Drive Unit 112. Tab 6
 7. Commissioners Members Goals for the 2019 Calendar Year. Tab 7
- J. 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 Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.
- K. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:
- L. REQUEST FOR FUTURE AGENDA ITEMS:
- M. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, February 6, 2019

Consent Agenda

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 16, 2019

Agenda Item No. *Tab 1*

Agenda Title: Regular Commission Meeting minutes of January 2, 2019

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON ____ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *[Signature]* **Date:** *1-4-19*

Shaquita Edwards, Deputy Town Clerk
 Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Agenda meeting minutes Exhibits A-D
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>S.E.</i> Please initial one.

Summary Explanation/Background:

Recommended Motion: To approve the Regular Commission Meeting minutes of January 2, 2019.



**Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 2, 2019, 6:30 PM
Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, January 2, 2019 at 6:30 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Anne Lynch, Roger Michaud, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez. Commissioner Erin Flaherty arrived at 7:04 p.m.

Town Clerk Mendez performed the roll call and Mayor O'Rourke led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS:

1. ShotSpotter Presentation Recognition Software/Hardware

Mr. Phil Daily Representative of ShotSpotter Technology presented to the Commission (see Exhibit "A").

Mayor O'Rourke questioned how the Towns current technology would be combined with ShotSpotter technology. Mr. Daily explained that the Palm Beach County Sheriff's Office had purchased an Application Programming Interface license that enables the ShotSpotter Data to be transmitted to their video management system. He explained that cameras in the area would swivel to the direction from which the ShotSpotter has reported. Commissioner Michaud questioned if the ShotSpotter Data could be transferred to neighboring municipalities. Mr. Daily explained that agencies have the ability to share information with neighboring police departments. Commissioner Michaud questioned the durability of the technology in the event of a hurricane. Mr. Daily explained that ShotSpotter monitors the health of the sensors. He explained that the sensors are designed to withstand hurricane winds up to 150mph. Commissioner Lynch questioned if the sensors were enabled to differentiate between loud fireworks and gunshots. He explained that the ShotSpotter technology was very sophisticated and that false positive reports were extremely low. Vice-Mayor Glas-Castro questioned if ShotSpotter would maintain the software and equipment per technological advancements. Mr. Daily answered, "Yes". Mayor O'Rourke thanked Mr. Daily for his presentation.

PUBLIC COMMENT:

None

CONSENT AGENDA:

2. Regular Commission Meeting Minutes of December 19, 2018.

3. Resolution No. 01-01-19 Authorizing and Directing the Mayor to Execute an Agreement with Kreuzler VI, LLC to Establish a Temporary Construction Easement.

4. Resolution No. 02-01-19 Authorizing and Directing the Mayor to Execute an Agreement with Bridgestone Retail Operations, LLC, to Establish a Temporary Construction Easement.

5. Resolution No. 03-01-19 Authorizing the Mayor to Execute the 2nd Amendment to the Agreement between the Town of Lake Park, Florida and Bonner Mobile Bar Service.

6. Resolution No. 04-01-19 Authorizing and Directing the Mayor to Execute an Agreement with Michael B. Schorah and Associates, Inc for Continuing Professional Engineering Services.

7. Resolution No. 08-01-19 Authorizing and Directing the Mayor to Execute an Agreement with the State of Florida, Division of Emergency Management for Grant Funds Associated with Hurricane Irma.

Motion: Vice-Mayor Glas-Castro moved to approve the consent agenda; Commissioner Michaud seconded the motion.

Vote on Motion:

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

Motion passed 4-0.

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

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

NEW BUSINESS:

8. Resolution No. 05-01-19 Authorize the Purchase of the ShotSpotter Technology

Vice-Mayor Glas-Castro questioned the cost of ShotSpotter Technology. Town Manager D'Agostino explained there was a one-time payment of \$20,000.00 for the installation of equipment, and \$65,000.00 annual renewal fee. Mayor O'Rourke questioned if there was an appropriation for the aforementioned fees in the 2018-2019 Fiscal Year Budget. Town Manager D'Agostino explained that the fees were not included in the fiscal year budget and that Town would identify funds and report findings to the Commission.

Mayor O'Rourke stated for the record that Commissioner Flaherty arrived at 7:04 p.m.

Motion: Commissioner Michaud moved to approve Resolution No. 05-01-19; Commissioner Lynch seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

9. A Request from the Event Organizers of the Vintage Motorcycle Festival proposed For Saturday, March 2, 2019 to Allow the Town to be an Event Co-Sponsor and share in the event costs.

Mayor O'Rourke explained that he serves as a Board Member of Kelsey Cares and recused himself from the discussion, and sat in the audience (see Exhibit "B").

Special Event Director Riunite Franks explained that the event organizers requested the Town of Lake Park Co-Sponsor the event by sharing in all or some of the event costs (see Exhibit "C"). Town Manager D'Agostino explained that the proposed event would be held in the back alley of 700 Park Avenue on Sunday, March 2, 2019 from 11:00 a.m.-7:00 p.m. with an expectation of 4,000-6,000 spectators throughout the duration of the event. He explained that proceeds would benefit Kelsey Cares, a local non-profit organization focused on funding art, theater, music, film, and cultural development. Commissioner Michaud questioned if the request met the Town of Lake Park grant application criteria. Town Manager D'Agostino explained that it was possible that the request met the grant application criteria. Vice-Mayor Glas-Castro questioned the Special Events Department budget. Special Events Director Franks explained that the event was not included in the Fiscal Year Budget. Town Manager D'Agostino explained that the Town was made aware of the event post the adoption of the 2018-2019 Fiscal Year Budget. Town Manager D'Agostino questioned the deadline for the Town of Lake Park grant applications. Assistant Town Manager/Human Resources Director Bambi McKibbon-Turner explained that grant applications were due on February 1, 2019 at 5:00 p.m. She explained that the applications would need to be evaluated, and approved by the Commission. She explained that there might be time constraints with the proposed date of the Vintage Motorcycle Festival. Town Manager D'Agostino explained that he would consult Finance Director Lourdes Cariseo and provide an update at the January 16, 2019 Regular Commission Meeting. Mr. Bob Gilbert and Mr. Daniel Newton, Founders of Vintage Iron Club explained that awaiting a decision on January 16, 2019 hindered event organization and advertisement. Vice-Mayor Glas-Castro encouraged Mr. Gilbert and Mr. Newton to apply for the grant, as it may be the Town's only resource for assistance.

Town Manager D'Agostino explained that he would consult Finance Director Lourdes Cariseo and provide an update at the January 16, 2019 Regular Commission Meeting.

10. Resolution No. 06-01-19 Approval of the Fiscal year 2018/2019 Budget Adjustment to Fund Replacement of Basin 9 Stormwater Outfall.

Town Manager D’Agostino explained the item (see Exhibit “D”).

Motion: Vice-Mayor Glas-Castro moved to approve Resolution No. 06-01-19; Commissioner Lynch seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

11. Resolution No. 07-01-19 Authorizing and Directing the Mayor to Execute an Agreement with MJC Land Development, LLC to Replace the Basin 9 Stormwater Outfall.

Mayor O’Rourke explained that agenda items 10 and 11 were coupled, and that the budget adjustment needed to be approved prior to the discussion.

Motion: Vice-Mayor Glas-Castro moved to approve Resolution No. 07-01-19; Commissioner Lynch seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

PUBLIC COMMENT:

None

FUTURE AGENDA ITEMS:

None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird announced that he looked forward to another great new year with the Town of Lake Park.

Town Manager D'Agostino wished everyone a Happy New Year. He announced that the Town had received inquiries for development in the Town of Lake Park. He announced that the League of Cities Legislative Priorities panel discussion would be held on January 17, 2019, 4:00 p.m.-5:15 p.m. at the Florida Atlantic University Jupiter Campus. He announced the proposed dates for the Northern Drive Traffic Calming Workshop as follows: January 12th, 19th, 26th, or February 2nd. Per Commission consensus, the Northern Drive Traffic Calming Workshop was scheduled for January 19, 2019, 10:00 a.m., Town Hall Commission Chamber, 535 Park Avenue, Lake Park, FL 33403. He announced that Senator Bobby Powell requested permission to hold a Town Hall Meeting on January 16, 2019 at 5:00 p.m. The Commission approved the request of Senator Powell. He announced that he would meet with the family of Harry Kelsey on Friday, January 4, 2019 at 11:00 a.m. He announced Sunset Celebration would be held on January 25, 2019 6:00 p.m.-9:00p.m. at the Lake Park Harbor Marina. He announced the Park Avenue Downtown District (PADD) workshop scheduled for January 14, 2019 at 6:00 p.m. He announced that the Town Grant Application was available on the Town Website, www.lakeparkflorida.gov, and that the deadline was February 1, 2019 at 5:00 p.m.

Commissioner Lynch announced the Citizens Observer's Patrol Recruitment Day on Sunday, January 13, 2019 from 2:00 p.m.-5:00 p.m., 535 Park Avenue, Lake Park, FL 33403.

Commissioner Michaud wished everyone a Happy New Year and announced that he looked forward to a prosperous 2019 for the Town of Lake Park.

Commissioner Flaherty wished everyone a Happy New Year and announced that he looked forward to a prosperous 2019 for the Town of Lake Park.

Vice-Mayor Glas-Castro wished everyone a Happy New Year and thanked staff for providing information regarding read for the record.

Mayor O'Rourke announced that he was honored to be a part of the Town Commission. He encouraged the Commission to present future agenda items or ideas that they would like to implement in the Town of Lake Park. He requested that the Commission review the legislative priorities for the Town of Lake Park. He announced the Town of Lake Park 2019 Municipal Election and expressed well wishes to all candidates.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Flaherty and seconded by Commissioner Michaud, and by unanimous vote, the meeting adjourned at 8:02 p.m.

Mayor Michael O'Rourke

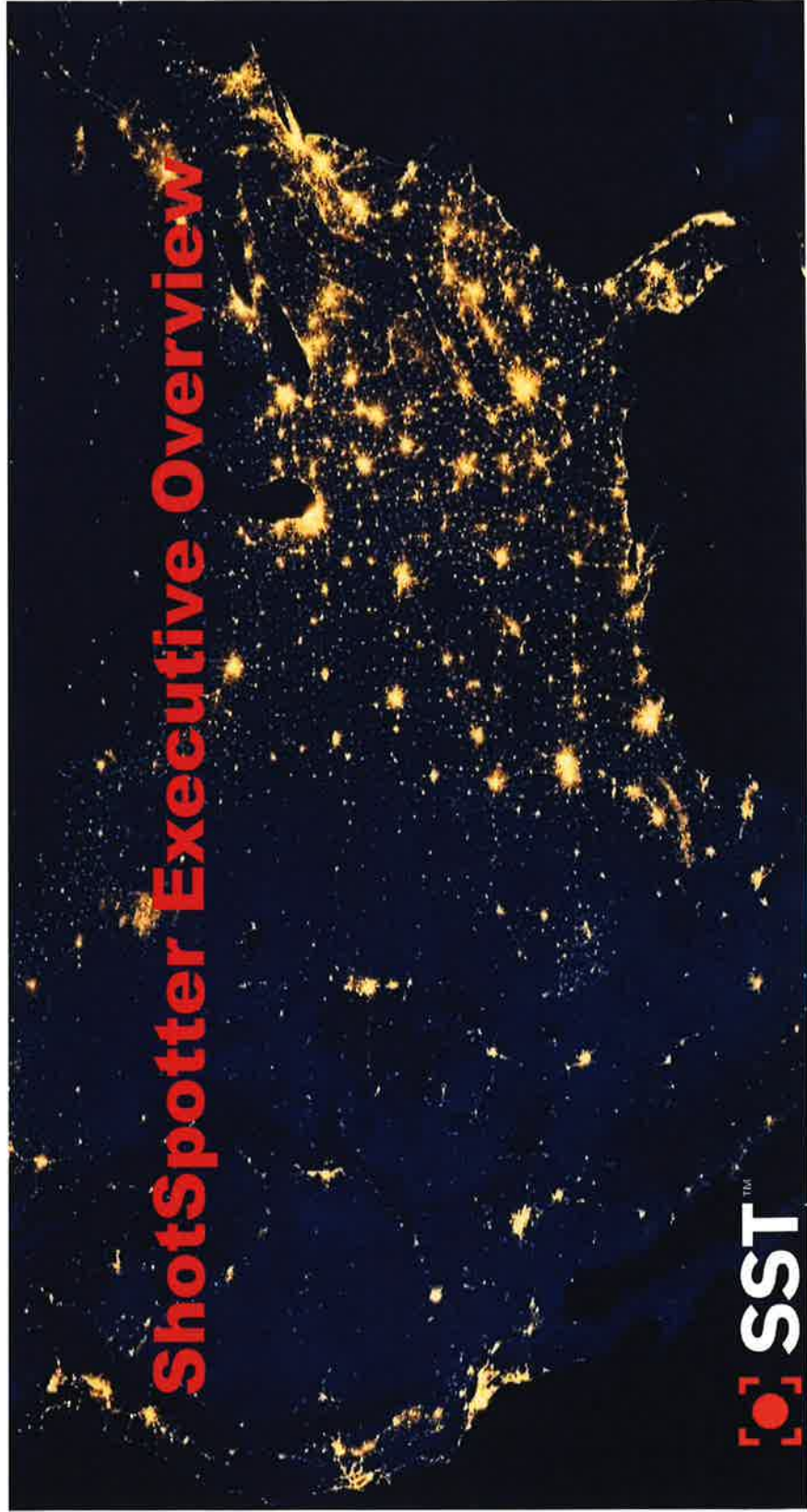
Town Clerk, Vivian Mendez, CMC

Deputy Town Clerk, Shaquita Edwards

Town Seal

Approved on this _____ of _____, 2019

Exhibit "A"





Our Purpose:

Earn the trust of law enforcement to help them provide equal protection for all and strengthen the police-community relationship, ultimately reducing gun violence.

A HANDFUL OF SHOOTERS are terrorizing our most vulnerable communities

An unacceptable number of residents are being held hostage to fear.



People call police LESS THAN 20% OF THE TIME

WHEN THEY DO CALL, THE DATA IS LATE, INACCURATE, AND INCOMPLETE



The officer dilemma

[9-1-1 CALL]

780 foot estimate range
300+ addresses to search
Several minutes after
shooting



**Lack of effective police response fuels
negative perceptions, diluting community
collaboration and engagement**

Police need better tools and resources

What's the cost of non-action?

PERSISTENT GUNFIRE BECOMES "NORMAL"



What's the perception?

"THE POLICE DON'T CARE!"





Introducing

 ShotSpotter

The global leader in gunfire
detection and location technology

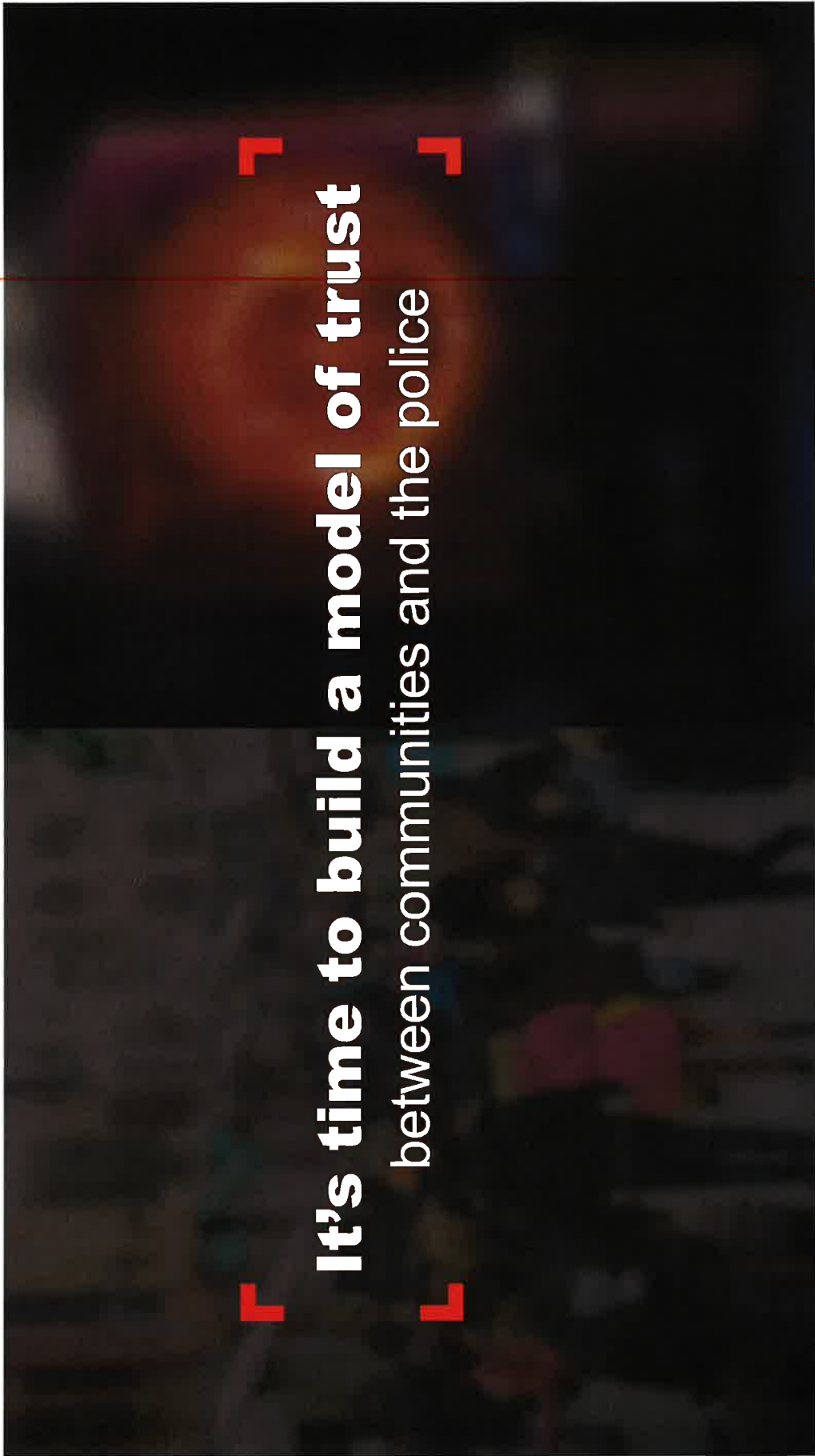
ShotSpotter supports proactive, precision-based, community-focused policing



DETECT gunfire accurately

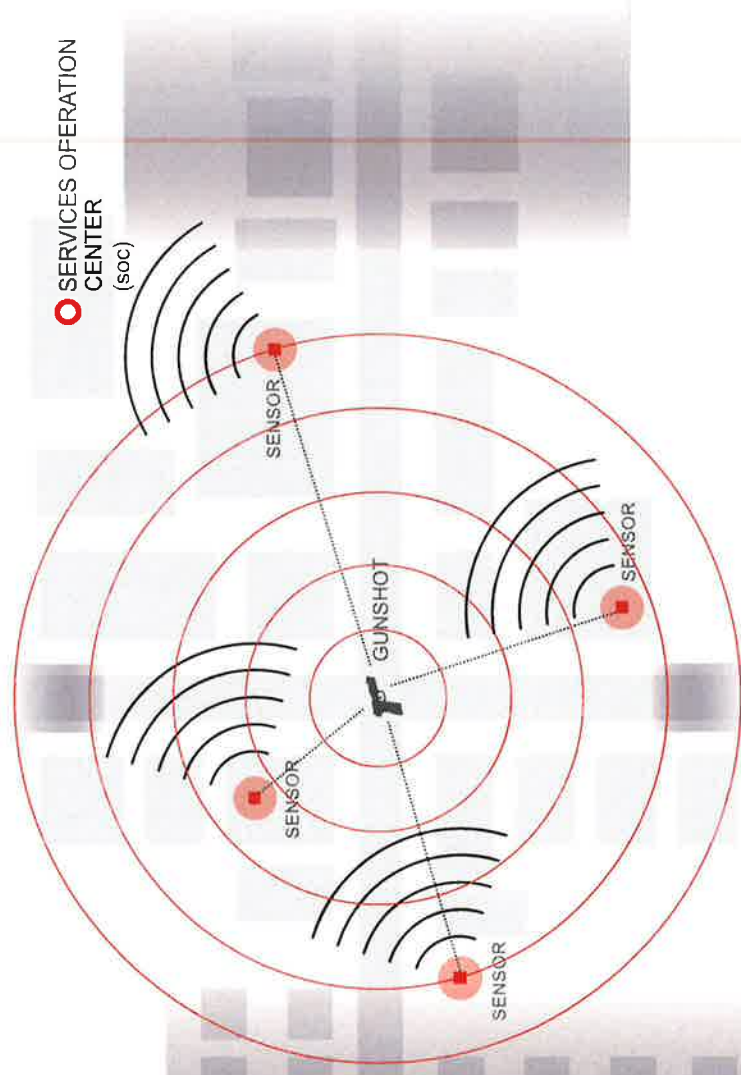
PROTECT officers with increased tactical awareness

CONNECT police with the community



It's time to build a model of trust
between communities and the police

How the ShotSpotter Flex System works



Real-time tactical intelligence works 24/7



2-factor classification process includes machine algorithm and trained acoustic experts

Officers receive alerts with visuals that show gunfire location (<60 seconds)

Technology delivers information that can get cops to dots.



What you get with ShotSpotter is real-time information so the police can respond so much faster. It increases the chances of catching the shooter... recovering the weapons... stopping further crime... The audio sensors detect gunfire, pinpoint the shots... within feet of where they have occurred.”

Mayor Bill DeBlasio
New York City, NY

Integrating ShotSpotter with Complementary Technologies



Take SHOOTERS off the streets,

Improve police effectiveness

Solve cases with improved evidence gathering

Be present and proactive in troubled communities

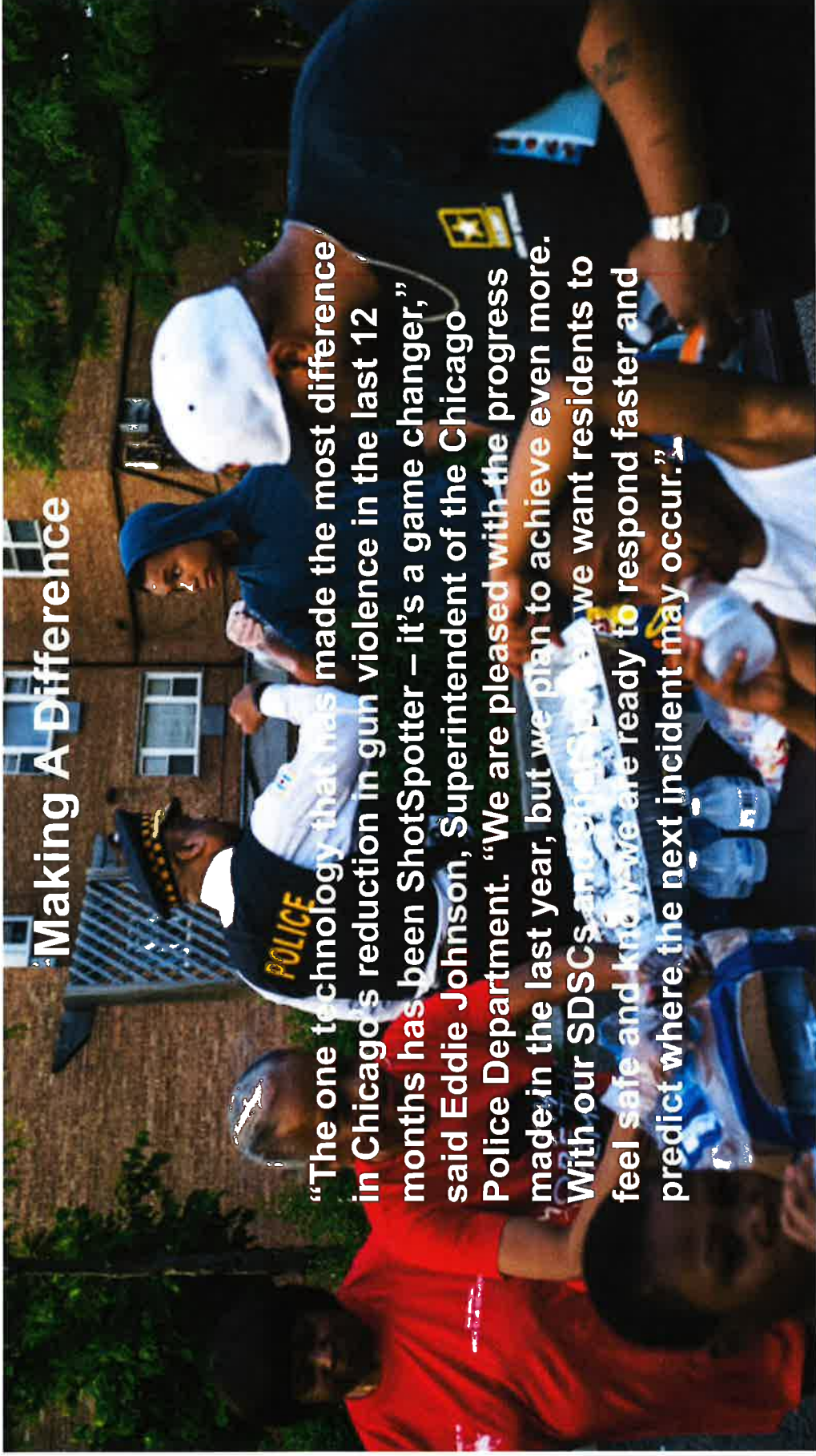
Send a message that you've changed the game

Collect more casings, track more weapons, solve shootings



Making A Difference

“The one technology that has made the most difference in Chicago’s reduction in gun violence in the last 12 months has been ShotSpotter – it’s a game changer,” said Eddie Johnson, Superintendent of the Chicago Police Department. “We are pleased with the progress made in the last year, but we plan to achieve even more. With our SDSCs and ShotSpotter, we want residents to feel safe and know we are ready to respond faster and predict where the next incident may occur.”





Change the narrative from
“police don’t care”
to **“police are there”**

- ┌ Drastically reduce gun violence
- ┌ Build safer, trusting neighborhoods
- ┌ Bolster your community-focused police force

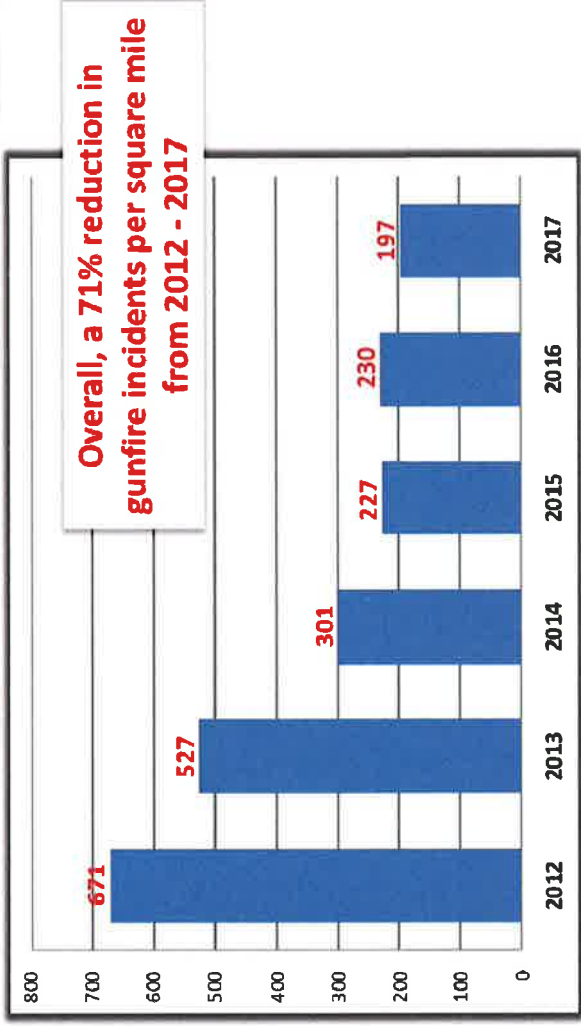
Create a *positive new normal* in your city



Make **ShotSpotter** part of your gun violence reduction efforts, and empower your community policing strategy

Oakland, California

Gunfire Incident Volume per Square Mile *All Phases Included*



Sacramento, California

ShotSpotter has detected 1,905 gunfire incidents, resulting in 142 arrests, 132 guns taken off the street and also resulted in 3,600 positive interactions in the community according to Sacramento Police Department statistics.

142 Arrests

132 Gun Seizures

Customer Results

Cincinnati, OH
48%
reduction in shooting victims

Denver, CO
102
arrests made with the help of ShotSpotter

Chicago, IL
40%
reduction in Englewood shootings

Camden County, NJ
46%
decrease in homicides by shootings

New York, NY

closer relationship between cops and community

St. Louis County, MO
23
arrests made with the help of ShotSpotter

San Diego, CA
2.5 min
reduction in response time to crime scene

Pittsburgh, PA
83
gunshot victims found with the help of ShotSpotter

Rochester, NY
40%
decrease in gunshot incidents

Questions?

Thank you



www.ShotSpotter.com



Exhibit 'B'

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME O'Rourke Michael J.		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Lake Park Town Council	
MAILING ADDRESS 501 Lake Shore Dr. # 701		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> Town <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
CITY Lake Park, FL	COUNTY Palm Beach	NAME OF POLITICAL SUBDIVISION:	
DATE ON WHICH VOTE OCCURRED January 2, 2019		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTEE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- * You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Michael O'Rourke, hereby disclose that on January 2nd, 20 19:

(a) A measure came or will come before my agency which (check one or more)


- inured to my special private gain or loss;
- inured to the special gain or loss of my business association, Kelsey Cares, of which I am a board member,
- inured to the special gain or loss of my relative, _____
- inured to the special gain or loss of _____ whom I am retained; or
- inured to the special gain or loss of _____ which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am a board member of a 501(c)(3) organization called Kelsey Cares, That organization had a matter that came before the council that could inure a benefit from the council.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

1/2/19
Date Filed


Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 2, 2019

Agenda Item No.

Agenda Title: A REQUEST FROM THE EVENT ORGANIZERS OF THE VINTAGE MOTORCYCLE FESTIVAL PROPOSED FOR SATURDAY, MARCH 2ND TO ALLOW THE TOWN TO BE AN EVENT CO-SPONSOR AND SHARE IN THE EVENT COSTS.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS**
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

[Signature]

Date:

1-2-19

Riunite Franks (Special Events Director)

[Signature]

Name/Title

<p>Originating Department:</p> <p>Special Events</p>	<p>Costs: \$ 0 (see requests below)</p> <p>Funding Source:</p> <p>Acct.</p> <p><input type="checkbox"/> Finance _____</p>	<p>Attachments:</p> <p>→ Copy of Special Event Permit Application</p> <p>→ Copy of Co-Sponsor Requests</p>
<p>Advertised:</p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone</p> <p><u>RCF</u></p> <p>OR</p> <p>Not applicable in this case _____</p> <p>Please initial one.</p>

Summary Explanation/Background:

A special event permit application was submitted by Jo Brockman (Kelsey Cares) and Dan Newcomb (Vintage Iron Classic Motorcycle Festival) on December 17, 2018 to the Community Development Department. The permit application is proposing the Vintage Motorcycle Festival to be held in the back alley of 700 Park Avenue on Saturday, March 2, 2019 from 11:00 am – 8:00pm.

This family friendly event was previously held in Abacoa Jupiter and Downtown West Palm Beach. It has become one of Florida's largest and most exciting vintage motorcycle events attracting over 2,000 spectators throughout the day. The back alley will be filled with over 300 classic and vintage motorcycles of all makes and models including restorations, custom builds, bobbers and café racers. Trophies will be awarded for show bikes in several categories. The annual event is also set to attract over 50 vendors with live music and entertainment. Event proceeds will benefit Kelsey Cares local non-profit organization focused on funding art, theater, music, film and cultural development.

At this time, the event organizers are requesting the Town of Lake Park co-sponsor the event by sharing in all or some of the event costs that are listed below:

REQUESTED CATEGORY	VALUE (monetary or other)	APPLICANT REQUEST
Marketing	\$0	<ul style="list-style-type: none"> • The use of the Town of Lake Park logo on all event marketing material • Event flyer and information posted on the Town of Lake Park website and Channel 18 • Event flyer and information posted on all Town of Lake Park social media accounts • Event flyers posted on all Town of Lake Park property • Event flyers posted at all Town of Lake Park special events • Event press release and flyer sent to all Town of Lake Park communication contacts • Email blasts about the event sent via the Town of Lake Park's Constant Contact account
Entertainment	TBD	<ul style="list-style-type: none"> • Assist with paying the total cost for the live entertainment. Cost undetermined at this time. Event organizer is hoping to find a band that will perform for free.
Outdoor Stage	\$1,200.00	<ul style="list-style-type: none"> • Assist with the rental of an outdoor stage to be used for live entertainment.
Sound Engineer	\$800.00	<ul style="list-style-type: none"> • Assist with the payment for a sound engineer.
Advertisement	\$500.00	<ul style="list-style-type: none"> • Assist with the cost of printing event flyers and posters.
Insurance	\$100.00	<ul style="list-style-type: none"> • Assist with the cost of purchasing insurance naming the Town of Lake Park and the Community Redevelopment Agency as the Certificate Holder
Security	\$150.00	<ul style="list-style-type: none"> • Assist with the cost of hiring off-duty PBSO officers as event security.
Banners/Signs	\$200.00	<ul style="list-style-type: none"> • Assist with the cost of printing event banners and signs.

Gate Keepers	\$500.00	<ul style="list-style-type: none">• Assist with the cost of 5 gate keepers for event.
Port-O-Let Toilets	\$700.00	<ul style="list-style-type: none">• Assist with the rental of port-o-let toilets for event.
TOTAL FISCAL IMPACT - \$4,150.00		

Recommended Motion: At the Town Commission's discretion based on the information provided above.

Riunite Franks

From: Robert L Gilbert 3rd <rlg31951@me.com>
Sent: Wednesday, January 02, 2019 1:01 PM
To: Riunite Franks
Subject: Vintage Iron Club

Hi Riunite,

Thank you Riunite for the opportunity to plead our case for the City of Lake Park's co-sponsorship of the Vintage Iron Classic Motorcycle Festival.

This is a Non-Profit event that will bring approximately 4-6000 people through Lake Park that would not normally be in the area during the event Saturday March 2nd from 11am to 7pm.

We know from our many previous Festivals that people do attend the Cities shops, restaurants, amenities and they do spend money.

Vintage Iron Club feels Co-Sponsorship is about splitting the cost with the City of Lake Park for this "501c3 not-for-profit" event.

Vintage Iron Club is working very hard to raise money for the "Kelsey Cares" Charity. We do this event each year to raise money for charity.

The Vintage Iron Classic Motorcycle Festival is a step back in time on the history of transportation and the attendees love the theme and walk away with a great experience and actually learn from the Event.

Below I have listed the Events very tight budget with all the excess trimmed off.

We are asking the City of Lake Park to share the event "costs" with Vintage Iron Club.

Vintage Iron Club would love to have a "permanent home" for this Festival and feel Lake Park is our permanent partner.

If at all possible we request the above information added to the agenda tonight.

We are past our deadlines to start this show on many levels and are desperate to start pre advertising and gaining Sponsorship.

We respectfully ask the The City of Lake Park's Counsel to consider Vintage Iron Clubs request for Co-Sponsorship of all or some of the moneys listed below.

Thanks You for Your consideration.

Bob Gilbert
Co-Founder Vintage Iron Club

Show budget:

- 01. Bands, TBD, free we hope
- 02. Outdoor Stage: \$1200
- 03. Sound engineer: \$800
- 04. Fliers posters: \$500
- 05. Insurance: \$100
- 06. City Permit: \$100-PAID
- 07. Police: \$150
- 08. Banners and signs: \$200
- 09. 5 gate keepers: \$500
- 10. Port-O-Let toilets: \$700

Total show: \$5600

GB GB GB GB
Bob's iPhone GB
GB GB GB GB



COPY

DATE/TIME RECEIVED:

TOWN OF LAKE PARK
COMMUNITY DEVELOPMENT DEPARTMENT
SPECIAL EVENT PERMIT APPLICATION

MP

For Events being held on Town Property, Town services may be requested for an additional fee(s). Please schedule a pre-submittal meeting with the Community Development Director at least 60 days in advance of your event by calling 561-881-3319.

This Application must be completed and submitted by the Event Organizer ("Applicant")

Instructions:

This completed Special Event Permit Application and all relevant attachments must be submitted to the Community Development Department not less than twenty-one **(21) calendar days** prior to the date of the proposed Event.

For events being proposed wholly or partially on Town Property, the deadline to submit is sixty **(60) calendar days** prior to the date of the proposed Event.

Application Fee Due and Payable Upon Submittal: \$100.00 (\$50.00 for individuals or Non-profit organizations)

Non-Profit IRS Tax Identification Number (required if Applicant is a non-profit):

82-2630991

(If applicable)

Name of Applicant (i.e. Event Organizer):

KELSEY CARES AND VINTAGE IRON CLASSIC MOTORCYCLE FESTIVAL

Name of Event:

VINTAGE MOTORCYCLE FESTIVAL

Address/Location of Event:

ALLEY @ 700 PARK AVENUE

If this Event requires a Town facility rental, please contact our Special Events Department at 561-840-0160 regarding the completion of the Facility Usage Application PRIOR to submitting this application.

Dates/Times of the event (as applicable):

	Date	Day	Begin Time	End Time
Event Day 1	MARCH 2	2019	11:00 AM 8 PM ^{8:00}	() AM <input checked="" type="checkbox"/> PM
Event Day 2	_____	_____	() AM () PM	() AM () PM
Event Day 3	_____	_____	() AM () PM	() AM () PM
Event Day 4	_____	_____	() AM () PM	() AM () PM
Event Day 5	_____	_____	() AM () PM	() AM () PM
Event Day 6	_____	_____	() AM () PM	() AM () PM

Additional Applicant Information:

Name: DAN NEWCOMB

Address: 700 PARK AVENUE

State/Zip LAKE PARK

CONTACT PHONE: 561-523-5666

Alternate Phone # 561-234-0989

Fax: 561-328-7482

E-mail: ARCHITECT PHOTO@icloud.com
VINTAGEIRONCLUBMC@gmail.com

Description and Purpose of the Event

SEE ATTACHED
FUND RAISER FOR KEISEY CARES ART & DISPLAY & CONTEST
FOR MOST LIKED VINTAGE MOTORCYCLES

Estimated number of participants? 2000

Has this event ever occurred in the Town of Lake Park? Yes ___ No

Has this site had a Special Event Permit this calendar year? Yes No ___

Will there be an admission fee for the Event? If yes, how much? Yes ___ (\$___) No

****THE FOLLOWING SECTIONS MAY NOT APPLY TO
NON-COMMERCIAL EVENTS****

Will your event require road closure?

Yes No

If YES, describe the requested street segment closure and time and provide a Traffic Circulation Plan prepared by a Traffic Engineer, including a detour signage plan. You are responsible for notifying affected businesses/entities, including Palm Tran, regarding affected routes:

(Initial to acknowledge statement)

EVENT COMPONENTS (Check the items that will be associated with your event.)

- Road closure
- Electric service hook-up required
- Water service hook-up required
- Sidewalks blocked
- Municipal park(s) prepared
- Booths or other temporary structures
- Parking lots to be partially or completely closed
- Food Vendors NOT TRUCKS, - FEULTS ONLY.
- Town litter pick-up or street sweeping
- Tents (if yes, describe type and size 10x10 VENDOR FEULTS)
- Barricades ordered
- Alcohol served
- Security/Law Enforcement
- Music, bands, DJ
- Rides or other amusements
- Animals
- Fireworks
- Bleachers
- Designated parking area
- Town Restroom (if yes, please describe _____)
- Portable Restrooms (if yes, please describe PORT A POTTY (CENTRAL) 4)
- Dumpsters/Trash Receptacles ALREADY HAVE
- Portable stage
- Other (e.g., bounce house, etc.)

EVENT VENDOR(S) LIST ALL NAMES (identify which ones are food trucks)

HARLEY DAVIDSON,
SEWARD MOTOR SPORTS,
KIM SPORTS,
VARIABLES. PARTS & EQUIPMENT VENDORS
JEWELRY VENDORS.

CAN BEAN MORE COMPLETED LIST ONCE WE KNOW WHO WANTS TO PARTICIPATE.

Will the event require the use of electricity? Yes ___ No

Will the event require water hook-up? Yes ___ No

*Will food and/or beverages be served? Yes No ___

*Will the event have vendors or concession sales, including food? Yes No ___

**If the answer to the above question is YES, the Applicant/Event Organizer is responsible for securing all respective Palm Beach County and State of Florida Health Certificates for food vendors, as well as copies of all other commercial vendor licenses.*

WILL THE EVENT INCLUDE FOOD TRUCKS? Yes ___ No

**If the answer to the above question is YES, the Applicant/Event Organizer must ensure all food trucks have the proper State license and PBC Business Tax Receipt, and provide copies to the Town with the initial submittal of this Application (or at the very latest 14 calendar days in advance of the event).*

For events on Town property, Applicants must also provide to the Town a Certificate of Insurance issued no more than thirty (30) days prior to the date of the event and naming the Town of Lake Park (and the CRA, if the event is taking place within the CRA area) as certificate holder and an additional insured with respect to commercial general liability. The required limits are \$1 million per occurrence and \$2 million aggregate. \$100,000 damage to rented premises must also be provided.

Applicants who are found to have attempted to circumvent this requirement by using another person/entity for the purposes of obtaining the required insurance coverage shall be barred from obtaining another special event permit within the Town for three years.

(Applicant initial to acknowledge statement)

The Applicant holds full responsibility and liability for its vendors.

(Initial to acknowledge statement)

** Will alcoholic beverages be served? Yes ___ No

***If the answer to the above question is YES, additional liquor legal liability insurance usual to the insured's operations with a \$1million limit must be included on the Certificate of Insurance.*

*** Are you proposing signage? Yes No ___

****If the answer to the above question is YES, please fill out the Signage Permit Application available in the Community Development Department. An additional \$100.00 application fee is required for this signage application. This application will be deemed incomplete if signage is proposed and a signage application is not submitted.*

Will the event have an official "Flyer" and/or promotional materials? Yes No
If yes, please provide a copy of the "Flyer".

Please provide a sketch of the Special Event site including: Proposed location of parking, tent(s), concession stand(s), booth(s), stage(s), etc. OR provide an attachment:

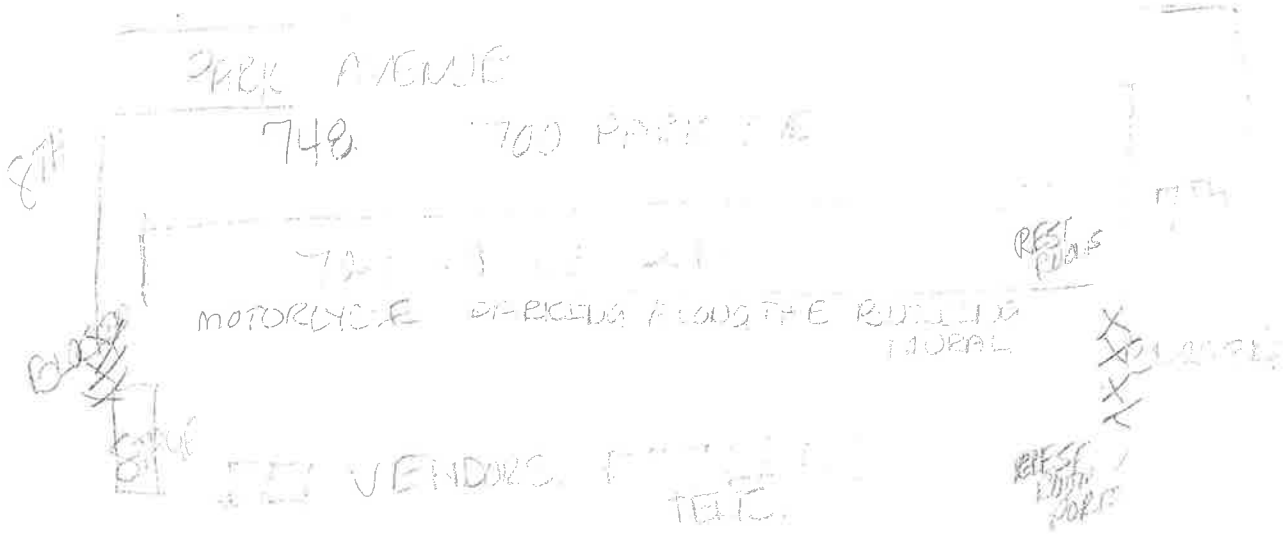
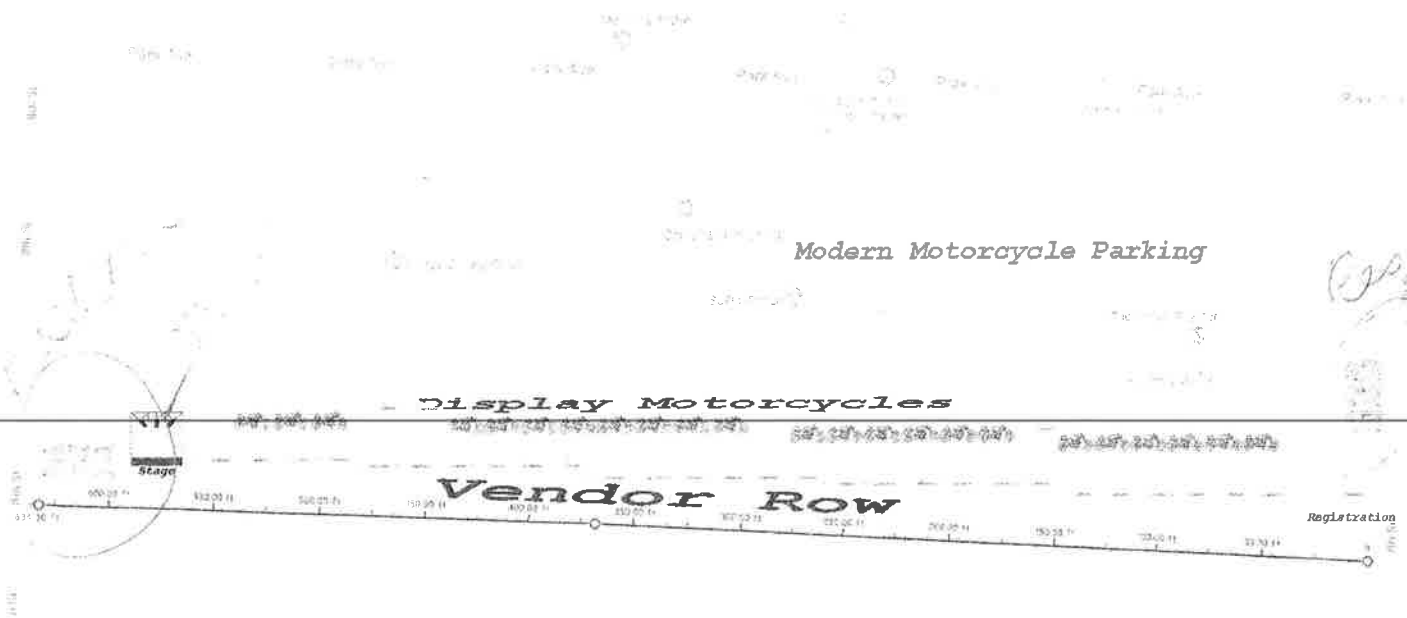
SEE ATTACHED, NEXT PAGE.

NOTE: Public parking spaces are on a first-come, first-serve basis, and may be metered depending on where your event is being held.

IF TENTS ARE BEING UTILIZED:

MAXIMUM ALLOWABLE TENT SIZE IS 35' X 45'

For ALL tents larger than 10 ft. x 10 ft. (pop-up style), a *Certificate of Flame Resistance* is required and must accompany this Special Event Permit Application.



(All requirements imposed by any of the reviewing entities below, will be communicated to the Applicant early-on and must be secured no later than 14 calendar days in advance of the event, with verification provided to the Town prior to the issuance of the Special Events permit)

**(FOR OFFICE USE ONLY)
SIGNATURES/APPROVALS:**

Please Sign and Date

SPECIAL EVENTS DIRECTOR: *(If applicable)*

_____ DATE: _____

PUBLIC WORKS DIRECTOR:

_____ DATE: _____

MARINA DIRECTOR: *(If applicable)*

_____ DATE: _____

PALM BEACH COUNTY SHERIFF:

_____ DATE: _____

PALM BEACH COUNTY FIRE-RESCUE:

_____ DATE: _____

RISK MANAGEMENT: *(If applicable)*

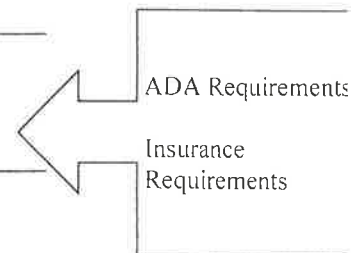
_____ DATE: _____

CODE COMPLIANCE OFFICER:

_____ DATE: _____

COMMUNITY DEVELOPMENT DIRECTOR:

_____ DATE: _____



Additional Comments (reviewers may include attachments):

APPLICANT SIGNATURE: [Signature] Kelsey Cones,

APPLICANT PRINTED NAME: R. Jo Brockman DATE: 12/17/18

PROPERTY OWNER: *(If Property Owner is not the Applicant)*

~~700 PARK AVENUE HOLDINGS, LLC. DATE: 12/17/18~~

PROPERTY OWNER PRINTED NAME:

~~R. Jo Brockman DATE: 12/17/18~~

DUAL APPLICANTS FOR EVENT.

Daniel Newcomb Vintage IRON CLUB

[Signature]

JE SERVICE
8
OH 45201

DEPARTMENT OF THE TREASURY

[Handwritten signature]
CARES INC
PARK AVE
E PARK, FL 33403-0000

Employer Identification Number:
82-2030991
DLN:
26053593002427
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
~~June 30~~
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 26, 2017
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.

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

Letter 947

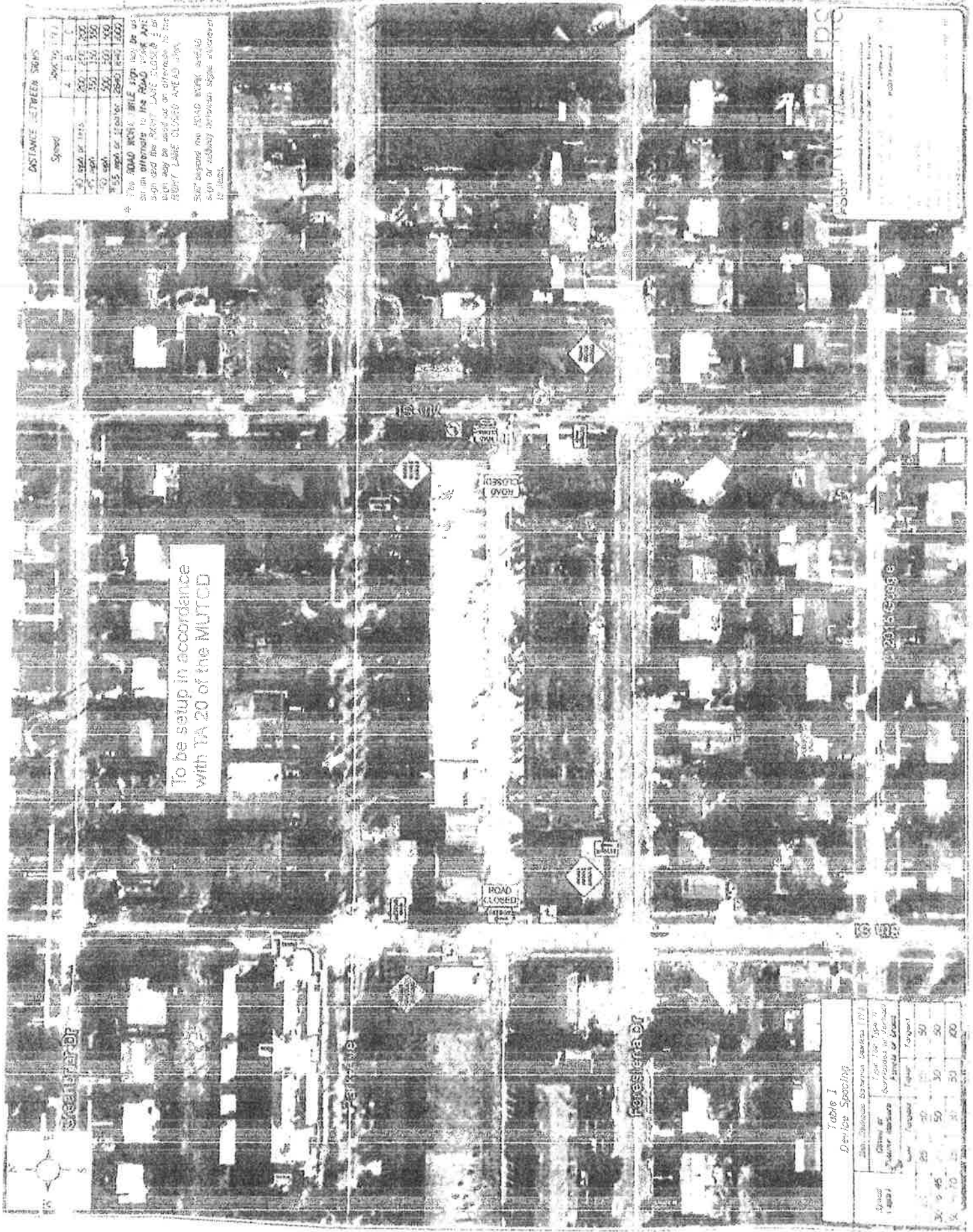
DISTANCE BETWEEN SIGNS

Speed	200 ft (61 m)	300 ft (91 m)	400 ft (122 m)
15 mph (24 km/h)	100	150	200
20 mph (32 km/h)	150	200	250
25 mph (40 km/h)	200	250	300
30 mph (48 km/h)	250	300	350
35 mph (56 km/h)	300	350	400
40 mph (64 km/h)	350	400	450
45 mph (72 km/h)	400	450	500
50 mph (80 km/h)	450	500	550
55 mph (88 km/h)	500	550	600
60 mph (97 km/h)	550	600	650

* The ROAD AHEAD AHEAD sign may be used as an alternate to the sign and the ROAD CLOSED sign may be used as an alternate to the ROAD CLOSED sign.

* 500' beyond the 4040 sign, and 100' or safety distance sign, whichever is less.

To be setup in accordance with TA 20 of the MUTCD



**Table I
Device Spacing**

2011 Standard Specifications Section 1707

Speed (mph)	Clearance (ft)	Type II	
		Surroundings or Terrain	Simple or Drains
15	25	10	50
20	30	10	50
25	35	10	50
30	40	10	50
35	45	10	50
40	50	10	50
45	55	10	50
50	60	10	50

2015 Guide

POST-TENSIONING

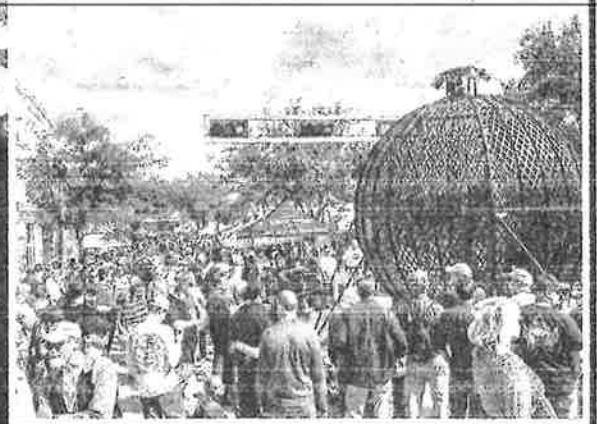
POST-TENSIONING, INC.

10000 10th Street, Suite 100, Dallas, TX 75243

Phone: (972) 412-1000

Fax: (972) 412-1001

www.post-tensioning.com



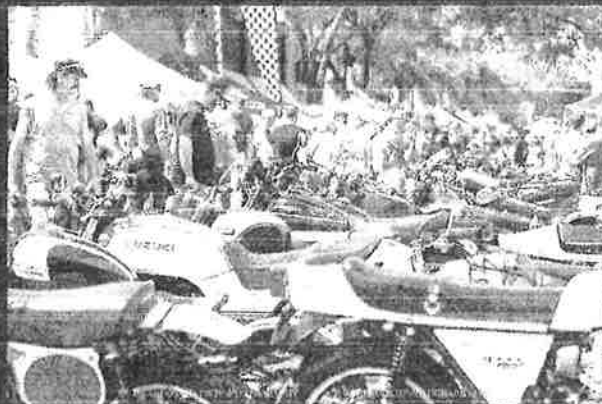
Contact:

Daniel Newcomb Vintage Iron Club President

vintageironclubmc@gmail.com or

visit vintageironclub.org

Direct Contact: 561-523-5666





JO BROCKMAN <ajomama@gmail.com>

Re: Vintage Motorcycle festival

1 message

Daniel Newcomb <architectphoto@icloud.com>

Fri, Dec 14, 2018 at 11:01 AM

Hey everyone!

It is that time again for the **Vintage Iron Classic Motorcycle Festival!** We are rounding up our sponsors and vendors as we speak! All the major motorcycle manufacturers will be onsite! So why not be there with all the big dogs?

Event Info:

The annual Vintage Motorcycle Festival which will be held March 2, 2019 from 11am-7pm in The Lake Park Art District. The show will delight over 5000 spectators throughout the day amidst hundreds of classic and vintage motorcycles.

Vintage Iron classic Motorcycle Festival

is organized by the Vintage Iron Club & The Brewhouse Gallery

Our charity for 2019 is:**Kelsey Cares Art Foundation** Info at Kelseycares.org

Our Shows have become Florida's largest and most exciting Vintage Motorcycle Festival's. Our family oriented event attracts vendors, bike builders, and spectators from around the globe. The streets are filled with over 300 vintage motorcycles of all makes and models ranging from; restorations, custom builds, bobbers, to cafe racers. The annual event is set to attract over fifty vendors, with live music from some of Florida's largest acts.

Trophies will also be awarded for show bikes in several categories:

Best in Show, Best Cafe Racer, Best Restoration,
Best Bobber, Best Dirt Bike/Scrabler,
Best British, Best Japanese, Best American & more.

Vendor Space and Sponsorship info:

Vendor and sponsor space is limited so act fast!

Vendor 10x10 space is only \$100 this year!

Looking for more exposure? Then being a sponsor is where its at! Not only are you going to be in front of a huge crowd like minded folks, but you are helping out a great charity while hanging out a best festival for vintage motorcycles!!!

If thats not enough, having your company logo in all the ads, fliers, poster, radio play, show event shirts, on stage announcements, and all the social media you can shake a stick at should seal the deal!

Sponsor info:

Thanks for your time and we look forward to working with all of you again to grow this festival each year!

El Presidente Daniel



Interested Sponsors are invited to participate and show support for The annual Vintage Motorcycle Festival which will be held March 2, 2019 from 11am-7pm in The Lake Park Art District. The show will delight over 5000 spectators throughout the day amidst hundreds of classic and vintage motorcycles.

Vintage Iron Classic Motorcycle Festival

is organized by the Vintage Iron Club & The Brewhouse Gallery

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Kelsey Cares Art Foundation Info at Kelseycares.org

Our Shows have become Florida's largest and most exciting Vintage Motorcycle Festival's. Our family oriented event attracts vendors bike builders, and spectators from around the globe. The streets are filled with over 300 vintage motorcycles of all makes and models ranging from; restorations, custom builds, bobbers, to cafe racers. The annual event is set to attract over fifty vendors, with live music from some of Florida's largest acts.

Trophies will also be awarded for show bikes in several categories:
Best in Show, Best Cafe Racer, Best Restoration,
Best Bobber, Best Dirt Bike/Scrabler,
Best British, Best Japanese, Best American & more.

The Lake Park Art District
700 Park Ave. lake Park Fl

Sponsorship Levels for 2018

Grand Community Sponsor: \$2000 +

One sponsor space:

Top mentions in radio, news stories & press releases, top line billing logo on stage banners & the 10K + collateral material and posters, logo prominent on T-Shirts' major sponsorship mentions at awards and gifting ceremony, 1 10x20 booth space in prominent position, speaking opportunity in support of event on main stage. Top social media postings.

Title Show Sponsor: \$1500 +

2 sponsor spaces

Prominent mentions in radio, news stories & press releases, 2nd position section for logo & on stage banners, Logo on T- Shirts, 10K + collateral material and posters, sponsorship mentions at awards and gifting ceremony, 1 10x10 booth space in prominent position, speaking opportunity in support of event on main stage. Social media postings.

Host Sponsor: \$1000+

10 Sponsor spaces

Mentions in radio, news stories & press releases, 3rd level logo on stage banners and T-Shirts; 10K + collateral material and posters, sponsorship mention at awards and gifting ceremony, 1 10x10 booth space. Social media postings.

Networking Sponsor: \$500

Unlimited sponsor spaces:

Logo on stage banners(limited size), small logo 10K + collateral material and posters, Sponsorship mentions during stage time, speaking opportunity in support of event on main stage. Social media postings.

Vinatge Iron Club has a proven track record of family friendly entertainment supporting worthy causes, which has drawn some of the largest names in the business to rally behind Vintage Iron Club and its events: The Famous Ace Cafe, Pabst Blue Ribbon, Dime City Cycles, The Downtown Development Authority, Black Coal Rum, Rockitman Radio, Santiago Choppers, Jupiter Cycle & Racing, Rocky's ACE Hardware, Bob's British Bikes, Florida Sports Cycles and ATV and the list continues to grow.



Exhibit "D"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 2, 2019 Agenda Item No. Tab 10

Agenda Title: RESOLUTION FOR APPROVAL OF THE FISCAL YEAR 2018/2019 BUDGET ADJUSTMENT TO FUND REPLACEMENT OF BASIN 9 STORMWATER OUTFALL

(BUDGET ADJUSTMENT # 2)

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

Approved by Town Manager [Signature] Date: 12/19/18

Lourdes Cariseo, Finance Director Name/Title

Table with 3 columns: Originating Department (FINANCE), Costs (\$152,682), Attachments (Resolution 06-01-19), Advertised (Not Required), and notification details.

Summary Explanation/Background:

During Fiscal Year 2017/2018, the Town experienced an emergency of a storm water pipe that underlays the 700 block of Park Avenue, the need for which was discovered during the course of reconstructing Park Avenue.

The bids came in higher than anticipated. The previous Public Works Director had estimated the

project would cost \$125,000 (with a built in contingency), but the lowest bid came in at \$198,198 (with a 10% contingency). The shortfall after the Budget Amendment is approved is \$152,682, which is the difference between the project cost of \$198,198 and the \$45,516 currently budgeted funds. Part of this shortfall is covered by the amount that falls into in fund balance that was originally budgeted for the project, estimated at \$67,000. In summary, the total additional funds requested in the current year from fund balance are \$96,682, with \$56,000 being transferred from other budgeted accounts. The most recent audited CAFR shows a Fund Balance for Stormwater of \$408,849. In Fiscal Year 2017/2018 a budget adjustment was made for a stormwater pipe with a structural issue causing a sink hole in the amount of \$107,360. The estimated addition to fund balance in fiscal year 2017/2018 is \$84,053. The total estimated Stormwater balance to date is \$385,542.

Immediately following this agenda item is the Resolution of the Town Commission of the Town of Lake Park, authorizing and directing the Mayor to Execute an Agreement with MJC Land Development to replace the Basin 9 Stormwater Outfall.

Recommended Motion:

I move to adopt Resolution 06-01-19.

Attachment "A"

RESOLUTION NO. 06-01-19

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

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

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

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

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

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

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

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

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

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

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

The staff recommends adjusting the following revenue/expenditure items:

Fiscal Year 2018/2019 Stormwater Fund Adopted Revenue Budget			777,048
Account Description	Account Number	Expenditure Budget Adjustment	Revenue Budget Adjustment
Balance Brought Forward	402-399.999		96,682
Total Revenue Increase			96,682
Fiscal Year 2018/2019 General Fund Adopted Expenditure Budget		777,048	
Professional Services	402-31000	(46,000)	
Contractual Services	402-34000	(10,000)	
Improvements - Drainage	402-63010	152,682	
Total 2018/2019 Amended Budget		873,730	873,730



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2019-2020

1. **Project Title** Lake Park Town Hall Waterproofing, Roof Replacement
2. **Senate Sponsor** Bobby Powell
3. **Date of Request** 12/18/2018

4. **Project/Program Description**

The Lake Park Town Hall has been designated as a historical building. The purpose of this project is to replace its failing roof and to paint and waterproof the exterior of the building to ensure it is impervious to water intrusion. The historic Mirror Ballroom is located on the second floor of Town Hall and is utilized by the public. Town Hall is part of the Lake Park downtown economic development effort; historic appeal is an important part of the Town's tourist appeal.

5. **State Agency to receive requested funds** Department of State
 State Agency contacted? Yes No

6. **Amount of the Nonrecurring Request for Fiscal Year 2019-2020**

Type of Funding	Amount
Operations	0
Fixed Capital Outlay	250,000
Total State Funds Requested	250,000

7. **Total Project Cost for Fiscal Year 2019-2020 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	250,000	50.0 %
Matching Funds		
Federal	0	0.0 %
State (excluding the amount of this request)	250,000	50.0 %
Local	0	0.0 %
Other	0	0.0 %
Total Project Costs for Fiscal Year 2019-2020	500,000	100.0 %

8. **Has this project previously received state funding?** Yes No
 If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. **Is future-year funding likely to be requested?** Yes No
 If yes, indicate nonrecurring amount per year.



The Florida Senate Local Funding Initiative Request Fiscal Year 2019-2020

10. Details on how the requested state funds will be expended

Spending Category	Description	Amount
Administrative Costs:		
Executive Director/ Project Head Salary and Benefits		0
Other Salary and Benefits		0
Expense/Equipment/ Travel/Supplies/Other		0
Consultants/ Contracted Services/ Study		0
Operational Costs: Other		
Salary and Benefits		0
Expense/Equipment/ Travel/Supplies/Other		0
Consultants/ Contracted Services/ Study		0
Fixed Capital Construction/Major Renovation:		
Construction/ Renovation/Land/ Planning Engineering	If awarded, funds will be utilized to procure contractors to replace the existing roof, and to paint and waterproof the exterior of Lake Park's historic Town Hall.	250,000
Total State Funds Requested (must equal total from question #6)		250,000



The Florida Senate Local Funding Initiative Request Fiscal Year 2019-2020

11. Program Performance

a. What specific purpose or goal will be achieved by the funds requested?

The goal will help preserve the structure, integrity and usability of a historic building. As a result, it will also help increase tourism, create immediate job opportunities, enrich the Town's cultural experience and protect all individuals who utilize the building (including Town staff as well as community members and tourists who visit the Town Hall).

b. What activities and services will be provided to meet the intended purpose of these funds?

The Town of Lake Park is rich in arts, culture and history. Town Hall is one of the Town's most prominent historical buildings, and its preservation is an important part of the numerous economic development initiatives currently underway. The historic Mirror Ballroom, located in Town Hall, is available for public and private functions; preserving Town Hall ensures the entire facility remains open for public use. As a result of the repairs made through this funding, the tax base will be increased through development as the Town's appeal and offerings to its residents are preserved.

c. What direct services will be provided to citizens by the appropriation project?

N/A

d. Who is the target population served by this project? How many individuals are expected to be served?

The general population will be served by this project. Each day, the Town's more than 30 employees utilize the building, thousands of guests attend functions each year in the Mirror Ballroom, and hundreds more visit the building to conduct business with the Town Clerk and other Town employees.

e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

This project will lead directly to preservation of Town Hall, which, in turn, will result in increased rental of the Mirror Ballroom. Guests at events in the Mirror Ballroom will ultimately patronize local restaurants, microbreweries and other local establishments. The Town's events department staff is responsible for the rental of the Mirror Ballroom and tracks its annual usage, thereby facilitating the measurement of this outcome.

f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

N/A



The Florida Senate Local Funding Initiative Request Fiscal Year 2019-2020

12. The owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

N/A

13. **Requestor Contact Information**

- a. First Name John Last Name D'Agostino
b. Organization Town of Lake Park
c. E-mail Address jdagostino@lakeparkflorida.gov
d. Phone Number (561) 881-3304 Ext.

14. **Recipient Contact Information**

- a. Organization Town of Lake Park
b. Municipality and County Palm Beach
c. Organization Type
 For-profit Entity
 Non-Profit 501(c) (3)
 Non-Profit 501(c) (4)
 Local Entity
 University or College
 Other (please specify)
d. First Name John Last Name D'Agostino
e. E-mail Address jdagostino@lakeparkflorida.gov
f. Phone Number (561) 881-3304

15. **Lobbyist Contact Information**

- a. Name Ellyn Setnor Bogdanoff
b. Firm Name Becker & Polilakoff
c. E-mail Address ebogdanoff@bplegal.com
d. Phone Number (561) 655-5444 Ext.



The Florida Senate Local Funding Initiative Request Fiscal Year 2019-2020

Please complete the questions below for Water Projects only.

16. Have you applied for alternative state funding?

- Waste Water Revolving Loan
- Drinking Water Revolving Loan
- Small Community Wastewater Treatment Grant
- Other (please specify)
- N/A

17. What is the population economic status?

- Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- Rural Area of Economic Concern
- Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- N/A

18. What is the status of construction?

19. What percentage of the construction has been completed?

20. What is the estimated completion date of construction?

The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.

Appropriations Project Request - Fiscal Year 2019-20

For projects meeting the Definition of House Rule 5.14

Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request

Questions #1 – #20 must be answered for all appropriations project requests, except #14 on information technology and #17 on Services are not required for water projects. Questions #21 - #37 are for water projects only pursuant to s. 403.885, F.S. Also, Question #5 defaults to the “Department of Environmental Protection” for water projects.

Your request will not be officially submitted unless all questions and applicable sub parts are answered.

1. **Title of Project:** Town of Lake Park - Town Hall Waterproofing and Roof Replacement (For Education projects please put the name of the school preceding the title. e.g., "University of XX- new program or new building". For water project please put the name of the County or City preceding the title.)
2. **Date of Submission:** Leave blank .This field will be auto-generated at the time of submission .
3. **House Member Sponsor:** Leave this field blank; the submitting member's name is automatically generated by the APR system.

4. DETAILS OF AMOUNT REQUESTED:

- a. Has funding been provided in a previous State budget for this activity? Yes No *If answer to 4a is "No" skip 4b and 4c and proceed to 4d, Col E*
- b. What is the most recent fiscal year the project was funded?
- c. Were the funds provided in the most recent fiscal year subsequently vetoed? Yes No
- d. Complete the following Project Request Worksheet to develop your request.

FY:	Input Prior Year Appropriation for this project for FY 2018-19 (If appropriated in FY 2018-19 enter the appropriated amount, even if vetoed.)			Develop New Funds Request for FY 2019-20 (Requests for additional RECURRING funds in Column E are prohibited.)		
Column:	A	B	C	D	E	F
Funds Description:	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated (Recurring plus Nonrecurring: column A + column B)	Recurring Base Budget (Will equal non-vetoed amounts provided in column A)	Additional Nonrecurring Request <i>If you leave Column E as zero, and are not requesting additional nonrecurring funding, there is no need to submit an AP request form. If you need advice on how to proceed with your request or would like to verify that you do not need to submit an AP request form, please call House Appropriations at (850) 717-4810.</i>	TOTAL Nonrecurring plus Recurring Base Funds (Will equal the amount from the Recurring base in Column D plus the Additional Nonrecurring Request in Column E.)
Input Amounts:	\$0	\$0	{Automatic Calculation}	{Automatic Calculation}		{Automatic Calculation}

5. Are funds for this issue requested in a state agency's Legislative Budget Request submitted for FY 2019-20? Yes No *Select No if LBR's have not yet been submitted for fiscal year.*

a. If yes, which state agency?

b. If no, which is the most appropriate state agency to place an appropriation for the issue being requested?
For example, if the requested issue pertains to services provided to inmates at correctional facilities, the Department of Corrections would be the most appropriate state agency. If the requested issue is for a local emergency management or disaster preparedness issue, the correct Department is the Executive Office of the Governor which contains the Division of Emergency Management)
 Florida Department of State -- Historical Preservation

c. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? Yes No

d. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.
 Description N/A

6. Requester:

a. Name: John D'Agostino

b. Organization: Town of Lake Park

c. Email: jdagostino@lakeparkflorida.gov

d. Phone #: (561) 881-3304

7. Contact for questions about specific technical or financial details about the project Please check "same" if same as requester.,r same as "requester"}
a. Name: Same

b. Organization:

c. Email:

d. Phone #:

8. If there is a registered lobbyist working to secure funding for this project, fill out the information below If not, click None.

None

Please supply the name of the primary lobbyist making contacts regarding the request.

If yes, please provide:

a. Name: Ellyn Setnor Bogdanoff

b. Firm: Becker & Poliakoff

c. Email: ebogdanoff@bplegal.com

d. Phone #: (561) 655-5444

9. Organization or Name of entity receiving funds:

If the entity ultimately receiving the funds is a state agency, the request might not be an appropriations project as defined by House Rule 5.14. Please refer to House Rule 5.14 to ensure that the request fits the definition of an appropriations project.

a. Name: Town of Lake Park

b. County (County where funds are to be expended) :Palm Beach

c. Service Area (Counties being served by the service(s) provided with funding) Palm Beach

Please note that the County where the funds are to be expended, often is, but may not always be, the County receiving the services. For example, a building may be built in and/or funds expended in Leon County for a particular program that may provide either statewide services or services to Leon, Gadsden, and Wakulla counties.

10. What type of organization is the entity that will receive the funds? :Local Government

If other (Please describe)

11. What is the specific purpose or goal that will be achieved by the funds being requested?

The goal of the project is to help preserve the structure, integrity and usability of a historic building. As a result, it will also help increase tourism, create immediate job opportunities, enrich the Town's cultural offerings and protect all individuals who utilize the building (including Town staff as well as community members and tourists who visit the Town Hall to conduct business, attend events in the Mirror Ballroom, and learn about the building's history).

12. Provide specific details on how funds will be spent. (Select all that apply)

Provide specific details by selecting all appropriate Spending Categories which best reflect the proposed use of the requested funds. If funds are not requested for a Spending Category listed do not select it. In the Description column for each selected category, succinctly describe in detail what the funds in that Spending Category will be used for (E.g., "Salaries will be used to hire a part time driver to assist with delivery of meals.") In the Nonrecurring column, list the amount to be spent on the selected category. **NOTE: The sum of amounts for each Spending Category must equal the total nonrecurring request (See 4d, Column E).**

Spending Category	Choose YES or NO	Description	Non-Recurring (Total should equal 4d, Col. E) Enter "0" if request is zero for the category
Administrative Costs:			
a. Executive Director/Project Head Salary and Benefits	<input type="radio"/> Yes <input checked="" type="radio"/> No		\$0
b. Other Salary and Benefits	<input type="radio"/> Yes <input checked="" type="radio"/> No		\$0
c. Expense/Equipment/Travel/Supplies/Other	<input type="radio"/> Yes <input checked="" type="radio"/> No		\$0
d. Consultants/Contracted Services/Study	<input type="radio"/> Yes <input checked="" type="radio"/> No		\$0

Spending Category	Choose YES or NO	Description	Non-Recurring (Total should equal 4d, Col. E) Enter "0" if request is zero for the category
Operational Costs:			
e. Salaries and Benefits	<input type="radio"/> Yes <input checked="" type="radio"/> No		\$0
f. Expenses/Equipment/Travel/Supplies/ Other	<input type="radio"/> Yes <input checked="" type="radio"/> No		\$0
g. Consultants/Contracted Services/ Study	<input type="radio"/> Yes <input checked="" type="radio"/> No		\$0
Fixed Capital Construction/Major Renovation:			
h. Construction/Renovation/Land/Planning Engineering	<input type="radio"/> Yes <input checked="" type="radio"/> No	Funds will be used to procure contractors to replace the roof, and paint and waterproof the exterior of Lake Park's historic Town Hall.	\$250,000
i. TOTAL REQUESTED			\$250,000

13. For the Fixed Capital Costs requested with this issue in Question 12, a YES was selected for "h. Fixed Capital Outlay" costs), what type of ownership will the facility be under when complete? (Select one correct option). Local Government (e.g. police, fire or local government buildings, local roads, etc.)

If the requested funding includes proposed Fixed Capital Costs as indicated by Question 12h, select the ownership category for the owner of the facility being planned, constructed, renovated, or improved or which represents the owner of land being purchased, improved or surveyed.

If other, please describe:

14. Is the project request an information technology project? Yes No

Water projects skip to #15

If the requested funding described in Question 12 is for an information technology products or services project, select "YES". If "NO" is selected there will be no need to answer Questions 14a through f.

a. Will this information technology project be managed within a state agency to support state agency program goals? Yes No

b. What is the total cost (all years) to design and build the project?

This project budget should total all non-recurring costs expected over the entire project lifecycle by fiscal year, identifying all one-time costs from project initiation to implementation.

c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?

Operational and maintenance (O&M) costs should total the annual amount necessary to sustain the project once completed, to include personnel (state FTE and contractors), application maintenance (such as annual software as a service (SaaS) licensing/usage costs, hardware lease/purchase), data center services, plant and facility costs (such as call center space or offices for support staff), and any other recurring costs.

d. Can the state agency fund the ongoing annual recurring costs within its current operating budget? Yes No

e. What are the specific business objectives or needs the IT project is intended to address?


Provide a clear statement of need that describes the conditions that created, or significantly contributed to, the problem or opportunity being addressed by the project. Document the current status of the program or service and describe in detail all areas that need improvement that the project will address, i.e., current inefficiencies, problems and/or shortfalls.

f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

Clearly identify the results that must be achieved from the proposed solution that will prove the project was successful. Propose any quantifiable business metrics that could be used to determine project success.

15. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing, or other expressions of support?

Please describe: Yes No

The need for roof replacement has been on the Town of Lake Park's Capital Improvements Schedule for a number of years. The most recent discussion of this issue was at the Town Commission meeting on November 7, 2018, and is part of the updated Town's Capital Improvements in Ordinance 12-2018, which was  *if you are unable to describe the documented show of support please answer "No". If support for the requested funding is documented select "YES". If "YES", provide in the description in Question 15 the date of approval, the dates of meetings where support was documented, types of meetings, names or numbers of people or organizations writing letters of support or any supporting information regarding the documented support.*

16. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? Yes No

Please Describe:

A scope of work for paint and waterproofing was assembled by a paint specialist, and a roof inspection was conducted by a third-party inspector in 2014 that indicated the roof would reach the end of its expected life cycle in 2016.

if you are unable to describe the documented study please answer "No". If support for the requested funding is documented by a Study select "YES". If "YES", provide in the description in Question 16a, the title, author and date of the report or study, who requested the study or report, and briefly describe report or study findings which support funding.

17. Will the requested funds be used directly for services to citizens? Yes No *Water projects skip to #18*

if the funds requested are for direct services to citizens, select the description that best fits the population group being served. More than one group may be picked. If the group being served is not listed check "Other" and provide a brief description of the group.

a. What are the activities and services that will be provided to meet the purpose of the funds?

b. Describe the direct services to be provided to the citizens by the funding requested.

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups:"). Select all that apply to the target population:

Elderly persons

Persons with poor mental health

Persons with poor physical health

Jobless persons

Economically disadvantaged persons

At-risk youth

Homeless

- Developmentally disabled
 - Physically disabled
 - Drug users (in health services)
 - Preschool students
 - Grade school students
 - High school students
 - University/college students
 - Currently or formerly incarcerated persons
 - Drug offenders (in criminal Justice)
 - Victims of crime
 - General (The majority of funds will benefit no specific group)
 - Other
- If Other, please describe: _____
- d. How many in the target population are expected to be served? [Click to Select](#)

If the funds requested are for direct services to citizens, select the numbers of citizens in the group expected to be served. For example if the requested funds will provide meals for 100 low-income seniors, select "51-100" for the number served provided the requested funds were approved.

18. What benefits or outcomes will be realized by the expenditure of funds requested (Select each Benefit/Outcome that applies):

Expected Outcomes from Expenditure of Funds Requested:

First Column, select any number of the listed outcomes that apply. If the expected outcome is not listed for the requested funds, select "Other" and provide a brief description.

Second Column, for each outcome selected, describe the specific measure of the benefit or outcome. For example, an outcome may be improving physical health. A measure may be reduced blood pressure in patients with high blood pressure. Another example may be an outcome of reducing substance abuse. A measure may be clean urinalyses. **Do not select as a measure the number of persons receiving services.**

Third Column, describe how that outcome will be measured. For example, the outcome of improved physical health, where the measure may be reduced blood pressure could be measured by recording the blood pressure of all patients receiving services after 2, 4 and 6 months of treatment and comparing the results to untreated populations and to other populations with differing treatments. On the outcome of reducing substance abuse, the measure may be the percentage of treatment recipients who have clean urinalysis 6 months after completing treatment.

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Improve physical health		

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the benefit or outcome	Method for measuring level of benefit or outcome
	Improve mental health			
✓	Enrich cultural experience	The Town of Lake Park has significant arts, cultural and historical offerings. Town Hall, which is more than 90 years old, combines both history and culture through its Mirror Ballroom which hosts more than	Preserving Town Hall ensures it remains open for public use. Its historic Mirror Ballroom is available for for public and private functions. The tax base will be increased through this	
	Improve agricultural production/promotion/education			
	Improve quality of education			
	Enhance/preserve/improve environmental or fish and wildlife quality			
✓	Protect the general public from harm (environmental, criminal, etc.)	Upgrading the structural integrity of Town Hall by installing a new roof, as well as painting and waterproofing the building, will help prevent the general public from harm that can be caused by the	The elimination of leaks in the building will indicate the successful outcome of this project. Further, as word spreads and visitors to Town Hall and the Mirror Ballroom experience the	
	Improve transportation conditions			

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
✓	Increase or improve economic activity	Preserving Town Hall will help increase economic activity as an integral component of the downtown and US1 mixed use corridor developments. The building's historic appeal (including the Mirror	The tax base will increase as development continues in the Town, in part through highlighting the historic appeal of Lake Park's Town Hall and other buildings and landmarks.
✓	Increase tourism	Town Hall is one of several designated historic buildings in Lake Park. Its Mirror Ballroom has its own famous legacy. Preserving Town Hall as a key tourist attraction is essential. The proper preservation and	Preservation of the building will result in increased visitors to Town Hall and increased rental of the Mirror Ballroom. This, in turn, will lead to increased patronage at local stores and
✓	Create specific immediate job opportunities	Immediate job opportunities will become available as soon as the project is funded. These new jobs will add to the local economy through increased consumer spending through shopping and dining at local	Increased foot traffic in local restaurants and other establishments will occur. In addition, as the new employees experience all the Town has to offer, home purchases and rentals are
	Enhance specific individual's economic self sufficiency		
	Reduce recidivism		
	Reduce substance abuse		
	Divert from Criminal/Juvenile justice system		

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Improve wastewater management		
	Improve stormwater management		
	Improve groundwater quality		
	Improve drinking water quality		
	Improve surface water quality		
	Other (Please describe)		

19. Provide the total cost of the project for FY 2019 -20 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total {Automatically Calculates}	Are the other sources of funds guaranteed in writing?
1. Amount Requested from the State in this Appropriations Project Request:	{Automatically pulls from request Total 4.d. Col E}	{Automatic percentage calculation}	
2. Federal:	\$0	{Automatic percentage calculation}	<input type="radio"/> Yes <input checked="" type="radio"/> No {yes/no required for any positive answer in Amount}
3. State: (Excluding the requested Total Amount in #4d, Column F)	\$0	{Automatic percentage calculation}	<input type="radio"/> Yes <input checked="" type="radio"/> No {yes/no required for any positive answer in Amount}
4. Local:	\$250,000	{Automatic percentage calculation}	<input checked="" type="radio"/> Yes <input type="radio"/> No {yes/no required for any positive answer in Amount}
5. Other:	\$0	{Automatic percentage calculation}	<input type="radio"/> Yes <input checked="" type="radio"/> No {yes/no required for any positive answer in Amount}
Total			

20. Is this a multi-year project requiring funding from the state for more than one year?

Yes No

a. How much state funding would be requested after 2019-20 over the next 5 years?

[Click to Select.....](#)

Estimate the approximate probable total state funding that will be requested over the next 5 years, including the current request. Include both nonrecurring funding needed and annual operating funding that will be requested when you chose an answer.

b. How many additional years of state support do you expect to need for this project?

[Click to Select.....](#)

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".

Provide the total nonrecurring cost of the project for all years assuming the project has a beginning and a completion. Include all funds required to complete the project including federal, state, local and other funds needed. For any projects that are ongoing in nature (such as recurring administrative or operating costs, or ongoing costs to provide services) select "on-going activity - no total cost"

[ongoing activity - no total cost](#)

The questions below are additional questions for water projects only

21. What is the revenue source of ongoing operating Funds?

Input the revenue source that will be used for any ongoing operating costs (e.g., ad valorem, gas tax, stormwater fee, etc.)

22. Has local approval been given for ongoing operating funds? Yes No

Indicate "Yes" or "No" if the local government that will be providing the ongoing operating funds has given approval. An example of local approval would be an approved motion at a county commission meeting to fund the ongoing operating funds for the project.

23. Have you applied for alternative state funding?
If Other, please describe: [Click to Select.....](#)

24. Has project been addressed in a local, regional, or state plan? Yes No

Indicate "Yes" or "No" and if yes, input the name of the plan and cite the page numbers in the plan that refer to the requested project. An example of a local plan is the City of Miami Beach Stormwater Master Plan. An example of a regional plan is the Regional Water Supply Plan by the Central Florida Water Initiative. An example of a state plan is the Florida Forever Five Year Plan.

a. If Yes, Insert Plan Name and Cite Page Numbers

25. Is the project for a financially disadvantaged community? Yes No

Indicate "Yes" or "No" if the project is for a financially disadvantaged community as defined in [Chapter 62-552, F.A.C.](#)

26. What is the population economic status?

[Click to Select.....](#)

27. What is the status of planning? [Click to Select.....](#)

Planning is the systematic identification of project tasks, task schedules, and resources required for task accomplishment. Select the planning status as of the date that you are filling out the form. Select "Ready" if the project planning process has begun or is completed. Select "Not Ready" if the planning process has not been initiated.

28. What percentage of the planning process has been completed?

Input the percentage of the project planning process that has been completed as of the date that you are filling out the form. If the planning process has not begun, input 0%.

29. What is the estimated planning completion date?

Input the estimated date when the planning process will be completed. If already complete, input the date the planning process was completed.

30. What is the status of design?

Click to Select.....

Design is a model, sketch, drawing, outline, description, or specification used to create the vision of that which is to be created. Select the design status as of the date that you are filling out the form. Select "Ready" if the project design process has begun or is completed. Select "Not Ready" if the design process has not been initiated.

31. What percentage of design has been completed?

Input the percentage of the project design process that has been completed as of the date that you are filling out the form. If the design process has not begun, input 0%.

32. What is the estimated design completion date?

Input the estimated date when the design process will be completed. If already complete, input the date the design process was completed.

33. List all required permits

Input all of the permits that are required to complete the project. Permits could be required by federal, state, and local governments.

34. What is the status of permitting?

Click to Select.....

It is likely that a permit(s) will be required for a water project. Select the permitting status as of the date that you are filling out the form. Select "Planned" if no permit requests have been submitted yet. Select "Submitted" if permit requests have been submitted and are pending but have not yet been received. Select "Received" if the permits have been received.

35. What is the status of construction?

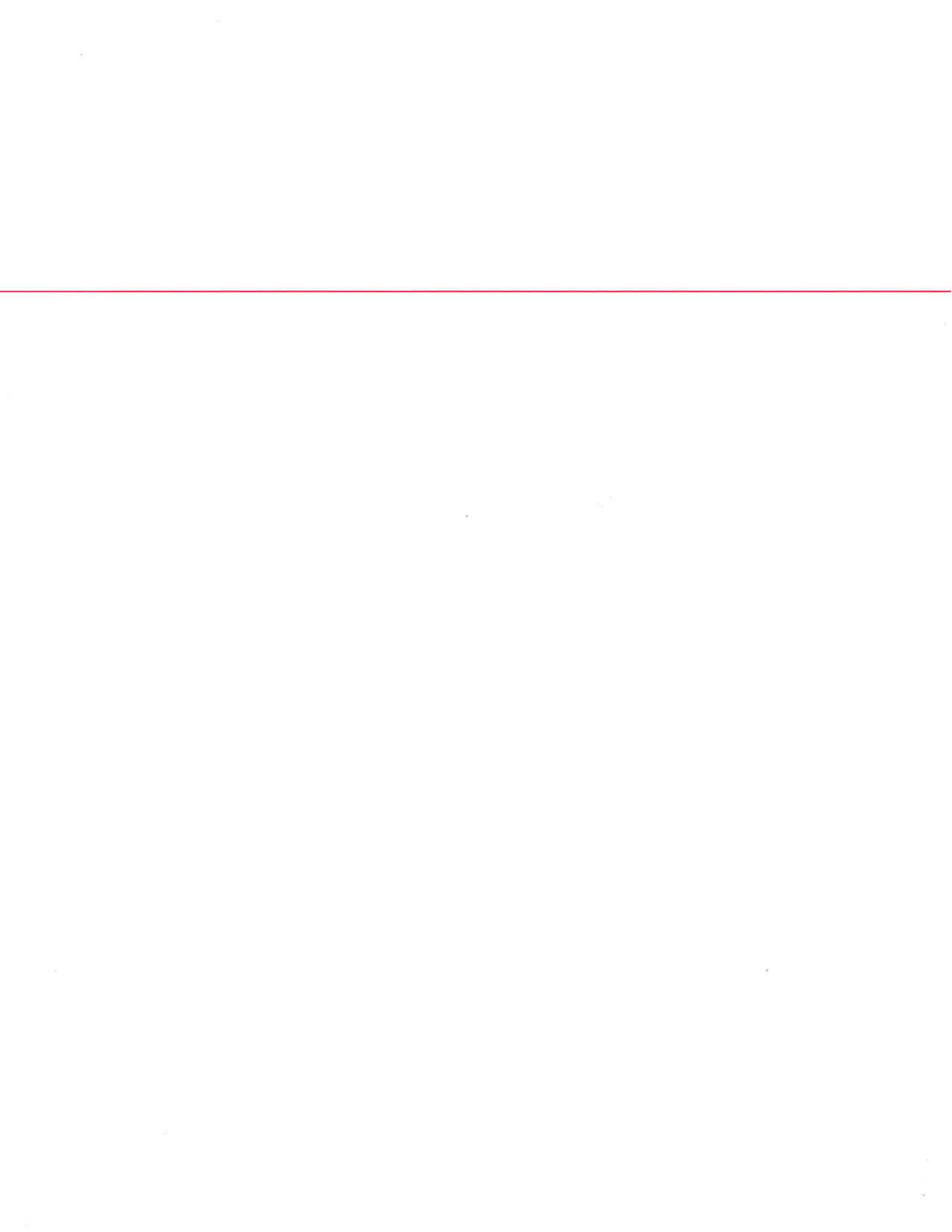
Click to Select.....

Construction is the actual building or implementation of the project. Select the construction status as of the date that you are filling out the form. Select "Ready" if the project construction process is ready to begin or has begun. Typically the construction process is only ready when the planning, design, and permitting processes have been completed. Select "Not Ready" if the construction process is not ready to begin and planning and/or design still need to be done.

36. What percentage of construction has been completed?

Input the percentage of the project construction process that has been completed as of the date that you are filling the form. If the construction process has not begun, input 0%.

37. What is the estimated completion date of construction?



TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 16th, 2019

Agenda Item No. *Tab 2*

Agenda Title: Resolution authorizing the Mayor to Sign revised 2019 State Aid Agreement and sign the Certification

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON FIRST READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *[Signature]* Date: 1-7-19

Karen Mahnk, Library Director _____

Name/Title

Originating Department: 	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Resolution No. <i>09-01-19</i> - Exhibit "A"- Library State Agreement previously signed September, 2018 - Exhibit "B" – Updated Library State Aid Agreement form and Certification of hours, free service & access.
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>X</u> Please initial one.

Summary Explanation/Background: Due to technical issues in getting the applications set up, The Division of Library and Information Services included some additional instructions to the 2019 application in an August email stating that if the agreement in the system is used, a new agreement would be required before grant funding may be disbursed. The superseding version of the grant agreement is attached as well as new additional required certification verifying that certain requirements of the grant program have been met. This document is to be signed and submitted with the grant agreement section as an additional document.

Recommended Motion: I move to approve Resolution No. *09-01-19*

RESOLUTION NO. 09-01-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING RESOLUTION 54-09-18 AND APPROVING THE TOWN MANAGER'S SUBMISSION OF AN APPLICATION FOR STATE AID TO LIBRARIES GRANT BY THE TOWN TO OBTAIN FUNDING FOR LIBRARY SERVICES, AND MAKING CERTAIN CERTIFICATIONS AS SET FORTH HEREIN; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, effective July 1, 2003 the Florida Legislature amended Chapter 257 Florida Statutes to allow municipalities to submit applications for State Aid to Libraries Grant Funding by municipalities; and

WHEREAS, in order to meet the requirements for an application for State Aid to Libraries Grant Funding, the Town Commission of the Town of Lake Park (Town) is required to approve of the submission of the application and make the certifications provided as set forth below;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA THAT;

- Section 1. The Town of Lake Park, Florida is an eligible municipal corporation.
- Section 2. The Town of Lake Park is the single library administrative unit.
- Section 3. The Town Commission of the Town is the designated governing Governing body to authorize and fund library services in the Town.
- Section 4. The Town's Library Director, in accordance with the job description thereof, is an employee of the Town is hereby designated as the single administrative head with authority to manage and coordinate operations of the Town's Public Library.
- Section 5. The Library Director has an American Library Association accredited professional degree; has at least two (2) years of full-time paid professional experience, and has completed a library education program, in a public library that is open to the public for a minimum of 40 hours per week.
- Section 6. All funds received by the Town shall be centrally expended by the single administrative head as part of the Library's budget.

- Section 7. The Town's Public Library shall extend borrowing privileges without charge to residents of all library service areas in the county that receives State Aid to Libraries Grants.
- Section 8. The Town's Public Library shall provide free library services.
- Section 9. The Town's Public Library shall participate with all libraries in the county that receive State Aid to Libraries Grants in joint planning for the coordination of library services to residents.
-
- Section 10. The Town's Public Library shall continue to be operated at a minimum of 40 hours per week with the following schedule in 2019: Monday from 9:00 am to 6:00 pm; Tuesday, Wednesday and Thursday from 9:00 am to 8:00 pm; Friday from 9:00 am to 4:00 pm and Saturday from 10:00 am to 4:00 pm.
- Section 11. Attached hereto is Exhibit "A", which supersedes the State Aid to Libraries Grant Agreement previously executed between the State of Florida, Department of State and Town for and on behalf of the Town's Public Library which was approved by the Town Commission on September 19, 2018 by Resolution 54-09-18.
- Section 12. Attached hereto is Exhibit "B", which supersedes the State Aid to Libraries Grant Agreement and Certification of Hours, Free Library Service and Access to Materials previously executed between the State of Florida, Department of State and the Town for and on behalf of Lake Park Public Library as hereby approved by the Town Commission and rescinding the previously executed Agreement.
- Section 13. The Town Commission hereby authorizes the Mayor and Town Clerk to execute the application for the State Aid to Libraries Grant funding.
- Section 14. This Resolution shall become effective immediately upon adoption.

**STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND**

Town of Lake Park for and on behalf of Lake Park Public Library

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the **Town of Lake Park for and on behalf of Lake Park Public Library**, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2018-19 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, *Florida Statutes*, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2016 - September 30, 2017.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2016 through June 30, 2019. The Grantee shall:

- Have a single administrative head employed full time by the library's governing body;
- Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provide access to materials, information and services for all residents of the area served; and
- Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

- b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task 1:

- Payment will be an advance in the amount of 100% of the grant award for the period October 1, 2016 through June 30, 2019. The Grantee will:
 - Have expended funds to provide free library service during the period October 1, 2016 - September 30, 2017;
 - Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2016 - September 30, 2017 only;
 - Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
 - Provide the Certification of Credentials for the Single Administrative Head; and
 - Provide a Certification of Hours, Free Library Service and Access to Materials.

- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2016 to June 30, 2019, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2016) and concludes with the end of the State of Florida's current fiscal year (June 30, 2019).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2016 – September 30, 2017) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B. No costs incurred after the second preceding fiscal year shall be allowed unless specifically authorized by the Division.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator
Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, Florida 32399-0250
Phone: 850.245.6620
Facsimile: 850.245.6643
Email: marian.deeney@dos.myflorida.com

For the Grantee:

Ms. Karen Mahnk, Library Director
Lake Park Public Library
529 Park Avenue
Lake Park, Florida 33403
Phone: (561) 881-3330
Facsimile:
Email: kmahnk@lakeparkflorida.gov

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the “Fiscal Year 2018-19 State Aid to Libraries Final Grants” document (Attachment B), which shall be paid by the Division in consideration for the Grantee’s minimum performance as set forth by the terms and conditions of this Agreement. Payment will be an advance in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com. **A copy of the Grantee’s Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**

- 8. Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

- 9. Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, which is administered by the Florida Department of State’s Division of Library and Information Services.”

- 10. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (dated February, 2011), incorporated by reference, which are available online at myfloridacfo.com/aadir/reference_guide.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

- 11. Travel Expenses.** The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
- 12. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service’s Reference Guide for State Expenditures (dated February, 2011) (myfloridacfo.com/aadir/reference_guide), incorporated by reference.

- 13. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
- 14. Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.
- 15. Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close-out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
- 16. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
- 17. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 18. Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

19. Accounting Requirements. The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

20. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

21. Lobbying. The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

22. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

23. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

24. Liability. The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.

26. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

- 27. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 28. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- 29. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
- 30. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
- 31. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.

2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

32. Conflicts of Interest. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

33. Binding of Successors. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

34. Employment of Unauthorized Aliens. The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

35. Severability. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

36. Americans with Disabilities Act. All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov), incorporated by reference).

37. Governing Law. This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2018-19 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:

By: _____

Chair of Governing Body or
Chief Executive Officer

Typed name and title

Date

Clerk or Chief Financial Officer

Typed name and title

Date

Department of State:

By: _____

Amy Johnson, Director
Division of Library and Information Services
Department of State, State of Florida

Typed name and title

Date

Witness

Date

ATTACHMENT A

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200.501 Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR 200.90, 200.64 & 200.70 as revised.

- i. In the event that the recipient expends \$750,000 for fiscal years ending after December 31, 2014 or more during the non-Federal entity's fiscal year in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2CFR 200.501. Exhibit 1 to this agreement indicates Federal resources awarded through the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, as revised, will meet the requirement of this part.
- ii. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.

- iii. If the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200.501 is not required. In the event that the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200.501, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities). (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2) (1), *Florida Statutes*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending after June 30, 2016), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending after June 30, 2016), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year ending after June 30, 2016 and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.fldfs.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State, State Aid to Libraries; CSFA Number 45.030. Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT B

[Fiscal Year 2018-19 State Aid to Libraries Final Grants]

NEW
CERT

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
STATE AID TO LIBRARIES GRANT APPLICATION
Certification of Hours, Free Library Service and Access to Materials**

The Town of Lake Park
(Name of library governing body)

governing body for the
Lake Park Public Library
(Name of library)

hereby certifies that the following statements are true for the time period October 1, 2016 through June 30, 2019:

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provides access to materials, information and services for all residents of the area served; and
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

Signature

Chair, Library Governing Body

Date

Name (Typed)

OLD

RESOLUTION NO. 54-09-18

A RESOLUTION OF THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING SUBMISSION OF AN APPLICATION REQUESTING STATE AID TO LIBRARIES GRANT FUNDING FOR LIBRARY SERVICES AND PROVIDING REQUIRED ASSURANCES

Certification

Vivian Mendez
Clerk of the Town of Lake Park, Florida, do hereby certify that the foregoing is a true and correct copy of the original instrument as contained in the official records of the Town of Lake Park, Florida, and the Official Seal of the Town of Lake Park, Florida, this 20th day of September, 2018.

Vivian Mendez
Town Clerk

WHEREAS, effective July 1, 2003 the Florida Legislature amended Chapter 257 Florida Statutes to allow application for State Aid to Libraries Grant Funding by municipalities; and

WHEREAS, in order to meet the requirements for application for State Aid to Libraries Grant Funding, the Town of Lake Park is required to approve submission of the application and make the following certifications provided herein;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA THAT;

- Section 1. The Town of Lake Park, Florida is an eligible political subdivision.
- Section 2. The Town of Lake Park is the single library administrative unit.
- Section 3. The Commission of the Town of Lake Park is the designated governing body to provide library services.
- Section 4. The Library Director shall be the single administrative head employed by the Town of Lake Park with authority to manage and coordinate operations of the Town of Lake Park Public Library and shall have an approved job description.
- Section 5. The Library Director shall have an American Library Association accredited professional degree, and have at least two (2) years of full-time paid professional experience, after completing the library education program, in a public library that is open to the public for a minimum of forty (40) hours per week.
- Section 6. All funds will be centrally expended by the single administrative head as part of the Library's budget.
- Section 7. The Town of Lake Park Public Library will extend borrowing privileges without charge to residents of all library service areas in the county that receives State Aid to Libraries Grants.
- Section 8. The Town of Lake Park Public Library will provide free library services.

Section 9. The Town of Lake Park Public Library will participate with all libraries in the county that receives State Aid to Libraries Grants in joint planning for the coordination of library services to residents.

Section 10. The Town of Lake Park Public Library will continue to be operated at a minimum of forty (40) hours per week.

Section 11. Attached hereto is Exhibit "A", State Aid to Libraries Grant Agreement between the State of Florida, Department of State and Town of Lake Park for and on behalf of Lake Park Public Library as hereby approved by the Commission of the Town of Lake Park.

Section 12. The Commission of the Town of Lake Park, Florida hereby authorizes the Mayor and Town Clerk to execute the application for the State Aid to Libraries Grant funding.


Section 13. This Resolution shall become effective immediately upon adoption.

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



	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER ERIN FLAHERTY	<u>/</u>	—
COMMISSIONER ANNE LYNCH	<u>/</u>	—
COMMISSIONER ROGER MICHAUD	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 54-09-18 duly passed and adopted this 19 day of September, 2018.

TOWN OF LAKE PARK, FLORIDA

BY: 
 MICHAEL O'ROURKE
 MAYOR



ATTEST:


 VIVIAN MENDEZ
 TOWN CLERK


FLORIDA

Approved as to form and legal sufficiency:

BY: 
 THOMAS A. BAIRD
 TOWN ATTORNEY

Certification
 I, Vivian Mendez Clerk of the Town of Lake Park Florida, do hereby certify that the foregoing is a true and correct copy of the original instrument as contained in the official records of the Town. Witness my hand and the Official Seal of the Town of Lake Park This 20 day of September, 2018.


 Town Clerk
 FLORIDA

011

**STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND**

Town of Lake Park for and on behalf of Lake Park Public Library

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Town of Lake Park for and on behalf of Lake Park Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2017-18 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a. The Grantee shall perform the following Scope of Work as identified in Section 257.17, *Florida Statutes*:

Manage or coordinate free library service to the residents of its legal service area. The Grantee shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
3. Provide access to materials, information and services for all residents of the area served; and
4. Have at least one library, branch library or member library open 40 hours or more each week.

b. The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task 1:

- Payment will be a fixed price in the amount of 100% of the grant award. The Grantee will:
 - Adopt or approve current year library budget;
 - Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays) during the grantee's fiscal year; and
 - Adopt or approve the Annual Plan of Service for the grantee's fiscal year.

2. **Length of Agreement.** This Agreement shall begin the date the agreement is signed by both the Grantee's Governing Body and the Division and continue until all grant funds have been expended, unless terminated in accordance with the provisions of Section 28 of this Agreement.
3. **Expenditure of Grant Funds.** The Grantee cannot obligate or expend any grant funds before the Agreement has been signed by all parties. No costs incurred after termination of the Agreement shall be allowed unless specifically authorized by the Division.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator
Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, Florida 32399-0250
Phone: 850.245.6620
Facsimile: 850.245.6643
Email: marian.deeney@dos.myflorida.com

For the Grantee:

Karen Mahnk, Project Manager
529 Park Avenue Lake Park, Florida 33403
Phone: 561.881.3330
Facsimile:
Email: kmahnk@lakeparkflorida.gov

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2017-18 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (incorporated by reference) to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. The form also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

Should the library fail to provide free library service to the public or to be open for at least 40 hours per week, it will no longer be eligible to receive State Aid to Libraries grant funding, and its funding will be reduced to zero.

Payment will be withheld if Deliverables are not satisfactorily completed.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, which is administered by the Florida Department of State's Division of Library and Information Services."

10. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (incorporated by reference), which are available online at myfloridacfo.com/aadir/reference_guide.

Grant funds may not be used for the purchase or construction of a library building or library quarters

11. **Travel Expenses.** The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*

12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 257.41(3), *Florida Statutes* within nine months of the close of its fiscal year.
15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following *Florida Statutes* or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
20. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
21. **Lobbying.** The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
22. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
23. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

24. **Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
31. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

32. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
33. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
34. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990.
37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
38. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
 - a) This Agreement
 - b) Florida Single Audit Act Requirements (Attachment A)
 - c) Fiscal Year 2017-18 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Date of Agreement: September 19, 2018

Grantee:
By: [Signature]
Chair of Governing Body or
Chief Executive Officer



Michael O'Rourke - Mayor
Typed name and title

Vivian Mendez
Clerk or Chief Financial Officer

Vivian Mendez - Town Clerk
Typed name and title

September 19, 2018
Date

Department of State:
By: _____

Typed name and title

Witness

ATTACHMENT A

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200.501 Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED:

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR 200.90, 200.64 & 200.70 as revised.

1. In the event that the recipient expends \$750,000 for fiscal years ending after December 31, 2014 or more during the non-Federal entity's fiscal year in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2CFR 200.501. Exhibit 1 to this agreement indicates Federal resources awarded through the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, as revised, will meet the requirement of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.
3. If the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200.501 is not required. In the event that the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200.501, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities). (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for

review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

PART II: STATE FUNDED:

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2) (1), *Florida Statutes*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending after June 30, 2016), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending after June 30, 2016), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year ending after June 30, 2016 and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.fldfs.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done

in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

SUBJECT TO SECTION 215.97, *Florida Statutes*:

Florida Department of State, State Aid to Libraries; CSFA Number 45.030. Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT B

[Fiscal Year 2017-18 State Aid to Libraries Final Grants to be attached by the Division upon execution of the agreement]

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 16, 2019

Agenda Item No. *Tab 3*

Agenda Title: Resolution Authorizing the Town Manager to Execute the Tuition Reimbursement Employment Agreement with Town Employee Brittany Freeman

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: Proclamation

Approved by Town Manager *[Signature]* Date: *1-9-19*

Donal McKelton - Town
 Name/Title
ASSISTANT TOWN MGR / HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$ -0- Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Administrative Policy #17-002 (Revised); Resolution; and, Tuition Reimbursement Employment Agreement with Brittany Freeman
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone BMT _____ OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

As part of the Fiscal Year 2019 budget, the amount of \$15,000 for Account No. 105-40100 was approved by the Town Commission as part of the Human Resources Department budget for tuition reimbursement for all general fund employees.

On May 17, 2017, the Town Manager by Administrative Policy #17-002 (Revised) amended Section 6.20 of the Handbook of Procedures and Policies for Employees of the Town of Lake Park ("Employee Handbook") entitled "College Tuition Reimbursement" to require that the employee receiving such tuition reimbursement shall only be required to repay the total of any and all educational expenses the Town has reimbursed to him or her within the last 24 months, as opposed to the total amount of such reimbursement. The Administrative Order also requires that such tuition reimbursement employment agreements be approved by the Town Commission on a case-by-case basis.

The purpose of this agenda item is to authorize the Town Manager to execute the tuition reimbursement employment agreement with Town employee Brittany Freeman.

Staff recommends approval.

Recommended Motion: I move to approve Resolution 10-01-19.



Office of the
Town Manager

Administrative Policy: #17-002 (Revised)

ADMINISTRATIVE POLICY

TO: Senior Staff
FROM: John D'Agostino, Town Manager
DATE: May 17, 2017
SUBJECT: College Tuition Reimbursement

COLLEGE TUITION REIMBURSEMENT:

The Town may reimburse its employees for some or all of their tuition expenses in accordance with Town policy provided that the coursework is taken at an accredited educational institution and that the coursework is related to the employee's job function and the employee agrees in writing to remain in the Town's employment for two years (24 months) following completion of the last reimbursed course. In the event that the employee does not remain in the Town's employment for two years following the completion of any class, the employee hereby agrees to repay the total of any and all funds that have been paid within the last 24 months. The employee seeking such reimbursement shall enter into an agreement with the Town setting forth the above requirements, which agreement shall be approved by the Town Commission on a case-by-case basis.

The Town reserves the right to modify or eliminate its tuition reimbursement program.

The Town further reserves the right to cap the amount of per credit hour reimbursement for employee coursework in an amount not to exceed the State of Florida's university system credit hour cost.

The Town agrees to pay for textbooks purchased by employees, if not available from the Town's Library, required for an approved college program. In each case, it will be stipulated that these textbooks are to be turned over to the Town's Library when the employee has completed his course.

In order to qualify for reimbursement:

- The employee must provide full course information to his Department Head no later than April 1st for determination as to whether the program is related to the employee's job function; and

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3304
Fax: (561) 881-3314

www.lakeparkflorida.gov

- Funds must be included in the approved fiscal budget for the expected date of reimbursement. The employee may choose to enroll before the budget is approved by the Town Commission at the employee's discretion and any such funds paid by the employee may not be eligible for reimbursement by the Town.
- The Town reserves the right to not fund its tuition reimbursement program for any fiscal year; and
- The Department Head, in consultation with the Town Manager during the development of the budget for the upcoming fiscal year, will determine whether the cost of tuition and textbooks can be budgeted subject to the approval of the Town Commission. Nothing herein shall be construed as guaranteeing that such funds shall be included in the adopted budget and available at the required time.

Under no circumstances, will the pursuit of a college education be allowed to interfere with an employee's duties or efficiency of the Department as determined by the Department Head.

The employee shall provide a copy of all grade reports to the Department Head upon receipt by the employee.

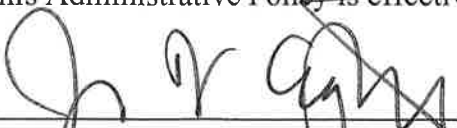
Reimbursement is based upon receipt of the grade achieved or the equivalent record of achievement as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement
Grade C or equivalent	50 percent reimbursement
Below C.....	No reimbursement

If the employee is working toward a degree, the course cost shall not be reimbursed if it is not a documented required course for obtaining the degree sought.

NOTE: Payments for educational credits for union employees shall be done in accordance with the collective bargaining agreement.

This Administrative Policy is effective immediately.



 Town Manager

5-17-2017

 Date

RESOLUTION NO. 10-01-19

RESOLUTION AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE THE TUITION REIMBURSEMENT EMPLOYMENT AGREEMENT WITH TOWN EMPLOYEE BRITTANY FREEMAN; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town of Lake Park provides its employees with the opportunity to obtain reimbursement for some or all of their tuition expenses in accordance with Town policy provided that the coursework is taken at an accredited educational institution and that the coursework is related to the employee’s job function, and that the employee agrees in writing to remain in the Town’s employment for two years (24 months) following completion of the last reimbursed course; and

WHEREAS, the Town Commission has appropriated adequate funds to provide for college tuition reimbursement for Town employee Brittany Freeman.

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

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

Section 2. The Town Commission hereby authorizes and directs the Town Manager to execute the tuition reimbursement employment agreement with Town employee Brittany Freeman, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

AGREEMENT

THIS AGREEMENT made and entered into by and between the Town of Lake Park, Florida, a municipal corporation (hereinafter referred to as the “Town”) and Brittany Freeman (hereinafter referred to as the “Employee”) dated this ____ day of _____, 2019.

WHEREAS, the Employee is employed by the Town in the Special Events Department as the Recreation Supervisor; and

WHEREAS, the Employee has enrolled in a course of study to obtain her Master of Science Degree in Parks and Recreation Management through Northern Arizona University; and

WHEREAS, pursuant to the Town of Lake Park Administrative Policy #17-002 (Revised), (hereinafter referred to as the “Administrative Policy”) the Town has agreed to reimburse employees for some of all of their tuition expenses.

NOW THEREFORE, the parties agree as follows:

Section 1. The Whereas clauses are incorporated herein.

Section 2. The Employee’s reimbursement shall be subject to meeting the following conditions.

1. The Employee shall submit sufficient information as determined by Town to demonstrate that the educational expenses were incurred from Northern Arizona University, an accredited educational institution and that the coursework is in a field that is related to Employee’s current job function; and
2. The Employee shall remain in the Town’s employment for two years (24 months) following the completion of the last reimbursed course; and
3. In the event that the employee does not remain in the Town’s employment for two years following the completion of any class, the employee hereby agrees to repay the total of any and all funds that have been paid within the last 24 months; and
4. The Employee hereby agrees to: (a) make all tuition payments in advance for all classes for which she is seeking reimbursement; (b) submit proof of the payment of same; and (c) submit documentation to the Town of the grades received for each class for which she seeks reimbursement.

Section 3. The Employee’s reimbursement shall be based upon receipt of the grade achieved or the equivalent record of achievement as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement

Grade C or equivalent	50 percent reimbursement
Below C.....	No reimbursement

The Town shall have no obligation to reimburse the Employee for classes which are not required for obtaining a Master of Science Degree in Parks and Recreation Management from Northern Arizona University.

Section 4. Binding Agreement. This Agreement, when duly executed by the parties shall be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 6. Venue. Any action or proceeding of any kind arising out of or related to this Agreement shall be brought in the appropriate State or Federal Court for Palm Beach County, Florida. The parties hereto consent to service, jurisdiction, and venue in the courts of Palm Beach County, Florida, for any litigation arising from this Agreement and waive any other venue to which any of them might be entitled.

Section 7. Headings/Interpretation. The word or phrase appearing at the commencement of sections or subsections are included only as a guide to the contents thereof and are not to be construed as controlling, enlarging or restricting the language or meaning of the text.

Section 8. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any entity or circumstance shall be to any extent held invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 9. Construction. This Agreement shall not be construed more strictly against one party than against any other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

Section 10. Attorneys' Fees. If any litigation is instituted for the purpose of enforcing or interpreting any provision of this Agreement, the prevailing party or parties, as determined by the court having jurisdiction, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred, including reasonable attorneys' fees and expenses and court costs at the pretrial level, the trial level, and in connection with all appellate and bankruptcy proceedings. Fees for paralegals and other legal support personnel shall be a recoverable expense in accordance with the preceding sentence.

Section 11. Waiver of Jury Trial. THE PARTIES HERETO WAIVE ANY RIGHTS ANY OF THEM MAY HAVE TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT AND AGREE THAT THEY SHALL NOT ELECT A TRIAL BY JURY. THE PARTIES HERETO HAVE SEPARATELY, KNOWINGLY AND VOLUNTARILY GIVEN THIS WAIVER OF RIGHT TO TRIAL BY JURY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

This AGREEMENT shall become effective immediately upon execution.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

EMPLOYEE

Print Name: _____

Print Name: Brittany Freeman

Print Name: _____

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____. She is personally known to me or has produced a driver's license as identification.

(NOTARY SEAL)

Notary Public
My Commission Expires: _____

ATTEST:

TOWN OF LAKE PARK, FLORIDA

By: _____
Vivian Mendez, Town Clerk
(TOWN SEAL)

By: _____

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Thomas J. Baird, Town Attorney

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AGENDA.COM

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 16, 2019

Agenda Item No. *Tab 4*

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute an Amendment to the Town's Agreement with the State of Florida, Division of Emergency Management for Grant Funds Associated with Hurricane Irma

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON ___ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *[Signature]* **Date:** *1-9-18*

R. Scherle
Richard Scherle / Public Works Director

Originating Department: Public Works	Costs: N/A Funding Source: N/A Acct. # N/A <input type="checkbox"/> Finance _____	Attachments: 1. Resolution <i>11-01-19</i> with Amendment
Advertised: Date: <i>N/A</i> Paper: <i>N/A</i> <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>[Signature]</i> Please initial one.

Summary Explanation/Background:

On January 2, 2019, the Town entered into an agreement with the State of Florida, Division of Emergency Management (the "Division") for grant funds associated with Hurricane Irma. The Division has prepared the first Amendment to the agreement, which adds funds for damages associated with the rental of trash pumps, the activation and operation of the Town's Emergency Operations Center, and damage to Kelsey and Lakeshore Parks. This amendment has increased the total amount payable under the Agreement to \$168,124.48.

It is expected that as the public assistance process continues, additional amendments will be forthcoming. Staff recommends approval.

Recommended Motion: I move to adopt Resolution no. 11-01-19

RESOLUTION NO. 11-01-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE TOWN'S AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT FOR GRANT FUNDS ASSOCIATED WITH HURRICANE IRMA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, as a result of Hurricane Irma in 2017, the Town suffered damages which are eligible for federal and state grant funding; and

WHEREAS, the State of Florida, Division of Emergency Management (the "Division") has the authority to sub-grant these funds to the Town; and

WHEREAS, the Division required the Town to execute a grant Agreement prior to the disbursement of federally funded Hurricane Irma grant funds; and

WHEREAS, such agreement was executed by the Town on January 2, 2019; and

WHEREAS, the agreement has been amended to reflect the inclusion of additional grant funds; and

WHEREAS, in order to receive the federally-funded grant funds associated with the amendment, the Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to execute the grant agreement amendment.

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

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

Section 2. The Mayor is hereby authorized and directed to execute an amendment to the Town's grant agreement with the Division. A copy of the proposed amendment is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect upon execution.

**MODIFICATION # Z0630-1 TO SUBGRANT AGREEMENT
BETWEEN THE DIVISION OF EMERGENCY
MANAGEMENT AND
Lake Park, Town Of**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Lake Park, Town Of ("Sub-Recipient"), to modify Contract Number Z0630, which began on 9/04/2017 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a Subgrant to Sub-Recipient under the public assistance program of \$120,323.99 in funds; and,

WHEREAS, the Division and Sub-Recipient desire to modify the Agreement by increasing the Federal funding \$46,873.07 under the Agreement.

WHEREAS, the Division and the Sub-Recipient desire to modify the Scope of Work.

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby amended to increase the Federal funding by \$46,873.07 and the State share by \$927.42 for the maximum amount payable under the Agreement to \$168,124.48.
2. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in the 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: _____ Lake Park, Town Of _____

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Michael Kennett, Deputy Director**

Date: _____

**Attachment A - 1st Revision
Budget and Project List**

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

Sub-Recipient: Lake Park, Town Of											
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
1197	G	Bosstom Park	\$8,374.77	75.00%	\$1,395.80	12.50%	\$1,395.79	12.50%	\$11,166.36	9/04/2017	3/10/2019
1579	A	PAAP Debris Removal 9-18 to Oct 9 (90%)	\$2,690.14	90.00%	\$2,927.23	5.00%	\$2,927.23	5.00%	\$58,544.60	9/04/2017	3/10/2018
1617	A	Emergency Debris Removal (Sep 4-Sep 17)	\$25,873.91	75.00%	\$4,312.32	12.50%	\$4,312.31	12.50%	\$34,498.54	9/04/2017	3/10/2018
1639	E	Lake Park Buildings/Park Areas	\$5,564.52	75.00%	\$927.42	12.50%	\$927.42	12.50%	\$7,419.36	9/04/2017	3/10/2019
2228	C	Lake Park Street Signage and Lighting	\$21,214.13	75.00%	\$3,535.69	12.50%	\$3,535.68	12.50%	\$28,285.50	9/04/2017	3/10/2019
3911	B	Trash Pumps and EOC and Emergency Debris	\$41,308.55	100.00%	\$0.00	0.00%	\$0.00	0.00%	\$41,308.55	9/04/2017	3/10/2018
Total:			\$155,026.02		\$13,098.46		\$13,098.43		\$181,222.91		

Old Business

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 16, 2019

Agenda Item No. *Tab 5*

Agenda Title: Vintage Motorcycle Festival Event organizers request for Town Funds to underwrite event costs.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: WORKSHOP _____
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager _____

John O. D'Agostino

Date: *1-9-19*

John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	Attachments:
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone or Not applicable in this case <u>JOD</u> Please initial one.

Summary Explanation/Background: Staff met with Jo Brockman and event organizers, at that time, discussion focused on finding a permanent home for the Festival. The organizers never requested financial support for the event. The only request they made was to work with the Special Events Department to promote the event. When the event was in Abacoa, event organizers chose to donate proceeds to the Paley Foundation. The event has bounced around between West Palm Beach (Clematis Street) and Abacoa. They wanted to make Lake Park their permanent home.

The reason they provided as to why they moved from Clematis Street to Abacoa and now Lake Park was the increasing red tape the organization had to go through to hold the event in either municipality.

Staff is proposing to underwrite a portion of the \$4,200.00 for \$2,000, which we can take from the Special Events Department's promotional activity account. The promotional activity account is budgeted at \$700.00. There may be funds left over in the Sunset Celebration line item to cover the remaining balance. We will not have final numbers until the end of the budget year. We know that weather can affect the number of Sunset Celebrations the town funds. The sunset celebration account is budgeted at \$17,000. Usually we have some funds left in the account at the end of the fiscal year.

Currently the Special Events Departments supports the following activities:

- Annual Summer Camp
- Annual Tree Lighting Ceremony
- Annual Easter Egg Hunt; and
- Monthly Sunset Celebrations at the Marina.

Furthermore, the Vintage Motorcycle Festival is a new event for the Town of Lake Park. I think we should take a wait and see approach for the first year of the event. If the event proves successful and the organizers run a well-organized event we can take a closer look at budgeting funds, at the discretion of the Commission, for the 2019-2020 budget.

Without a proven record of accomplishment, the Town Manager does not recommend funding this event at the \$4,200 range.

Recommended Motion: Move to underwrite the Vintage Motorcycle Festival event costs at \$2,000 from the Special Events Department Promotional Activities Account.

New Business

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 16, 2019

Agenda Item No. *Tab 6*

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO PAY FOR THE ABATEMENT COSTS ASSOCIATED WITH THE MOLD REMEDIATION OF A NUISANCE AT 801 LAKE SHORE DRIVE UNIT #112; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
 BOARD APPOINTMENT OLD BUSINESS
 ORDINANCE ON 1st READING
 NEW BUSINESS - RESOLUTION
 OTHER: _____

Approved by Town Manager *[Signature]* Date: 1-7-19

Nadia Di Tommaso / Community Development Director
 Name/Title

Originating Department: <p style="text-align: center;">Community Development</p>	Costs: \$ 21,173.43 Funding Source: Contractual Services – Code Violations Acct. # 500-34300 <input type="checkbox"/> Finance <i>L. Caruso</i>	Attachments: → Resolution with Exhibits A (Special Magistrate Orders), B (Integrity mold inspection proposal and report) and C (Entrusted – water, mold and fire experts remediation Agreement and costs)
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>ND</u> OR Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

801 Lake Shore Drive, Unit #112 is a vacant condo unit within an 8-story multifamily structure located on the east side of Lake Shore Drive in the Town of Lake Park. In early to mid-2018 the Town was notified by a resident in the building of the possibility of mold in the unit due to air quality concerns. Upon investigation by the Town's Code Officer who was able to access the unit with the assistance of the condo building manager onsite, it was determined that there was indeed visible mold that required proper assessment by a licensed company. Consequently, the unit Owner of record according to the Property Appraiser's website, Elizabeth H. Davis Trust, was cited and due to lack of compliance was brought to Hearing on May 3, 2018. A representative for the unit Owner did not attend the Hearing. The Magistrate found the property in violation and issued an initial Order Finding Violation/Order to Abate with a June 1, 2018 compliance date (for the unit Owner to comply).

The Owner failed to comply by the deadline therefore, the Town moved forward with the first step in the abatement process which included hiring an outside contractor to prepare a mold assessment report pursuant to required interior inspection and sampling. Quotes were received and an agreement was entered into with "Integrity", an outside contractor, for the preparation of a mold assessment report at a cost of \$1,000. This report was finalized and provided to the Town on July 18, 2018. Based on the recommended remediation "Scope of Work", the Town then moved forward in securing quotes from mold remediation contractors who would be able to perform the remediation. Three quotes were received:

ENTRUSTED	\$20,173.43 (selected – lowest quote – requires Commission approval over \$10K)
CODE RED:	\$25,438.08
SERV PRO	\$29,340.43

Given the large cost and the Owner's continued lack of response, it was recommended by the Town Attorney that the case be brought back to the Special Magistrate for a Final Order Finding Violation/Order to Abate. This Order was entered into on November 8, 2018 with the Owner being granted two final weeks to remediate the mold in the unit. Two weeks was granted since a representative on behalf of the unit attended this Hearing indicating she was hired by HUD who was securing the funds to remediate the unit. The individual did not have a business card at the Hearing, however the contact information for follow-up provided to the Town was that of a 'Kassandra Serran' who worked for the 'Sam Company' through the 'South FL Management Company'. A phone number and an email address was also provided. The Town followed up several times and left several voicemails. In December 2018, the phone number that had been provided appeared to be disconnected. The Town Manager instructed staff to send one final courtesy notice to the Owner (which was mailed and posted to the unit) indicating that if they do not remediate asap based on the expired deadline to remediate, the Town would be moving forward with the abatement and place a lien on the property. Once again, the Town did not receive any response.

Consequently, per the Magistrate's Order, the Town will need to move forward with the mold remediation of the unit. Unfortunately, given the Florida climate, there is no guarantee the mold will not return following abatement, especially if the unit is kept without air conditioning, or ventilation, however, we will monitor it closely and can also consider bringing forward foreclosure action once the lien is recorded.

Photos of the mold that requires remediation have been included with the Exhibits enclosed with the proposed Resolution.

Recommended Motion:

I move to **APPROVE** Resolution /2-01-19 authorizing and directing the Town Manager to execute payment of all associated abatement costs for 801 Lake Shore Drive, Unit #112.

RESOLUTION NO. 12-01-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO PAY FOR THE ABATEMENT COSTS ASSOCIATED WITH THE MOLD REMEDIATION OF A NUISANCE AT 801 LAKE SHORE DRIVE UNIT #112; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town is empowered pursuant to § 162.09(1), Fla. Stat. to bring a property into compliance where the property is a serious threat to the public health safety and welfare; and

WHEREAS, Chapter 9 of the Town’s Code of Ordinances also authorizes the abatement of nuisances pursuant to the Town’s code enforcement procedures; and

WHEREAS, the Town’s Community Development Director requested that a nuisance, in the form of toxic mold be abated at 801 Lake Shore Drive Unit #112 (the “Property”) be abated because it poses a threat to the public health, safety and general welfare; and

WHEREAS, a Final Order Granting Abatement for Case No. 18020045, pertaining to the Property was rendered by the Town’s Special Magistrate which is set forth in **Exhibit “A”**, attached hereto and incorporated herein; and

WHEREAS, the Town’s Community Development Department has already initiated the abatement of the nuisance for the Property by contracting with a mold assessment company, known as *Integrity*, to inspect and prepare a mold remediation report which details the severity of the mold and the steps necessary for its remediation at a cost of \$1,000; and

WHEREAS, in furtherance of the Magistrate’s Order, the Town is now prepared contract with a mold remediation company known as *Entrusted* to perform the mold remediation in accordance with *Integrity’s* mold remediation report; and

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

WHEREAS, the Town has already paid for the mold remediation report in the amount of \$1,000 and will be pursuing the necessary mold remediation per the report in order to abate the Property at a cost of \$20,173.43.

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

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

Section 2. The Town Commission hereby authorizes the Town Manager to pay *Entrusted* \$20, 173.43 associated with completion of the remediation of mold at the Property.

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

EXHIBIT "A"

SPECIAL MAGISTRATE
ORDER FINDING VIOLATION/ORDER TO ABATE

TOWN OF LAKE PARK, FLORIDA
CODE COMPLIANCE DIVISION

Case No. 18020045

TOWN OF LAKE PARK, FLORIDA

Petitioner,

v.

ELIZABETH H. DAVIS TRUST



PCN: 36-43-42-21-17-000-1120

Respondent

ORDER FINDING VIOLATION/ORDER TO ABATE

THIS CAUSE, having come before the Special Magistrate for the Town of Lake Park, Florida, on **November 8, 2018**, and the Special Magistrate having heard the testimony of the Parties, and having considered the evidence presented by the Parties; and having been fully apprised of the circumstances, does hereby find as follows:

FINDINGS OF FACT

The Respondent is the owner of the real property located at **801 LAKE SHORE DRIVE, UNIT 112, LAKE PARK, FL, 33403** ("Property"), and which is legally described as follows: **LAKE HARBOUR TOWERS EAST BLDG A UNIT 112**

A Town of Lake Park Code Compliance Officer conducted a personal inspection of the Property on **02/21/2018** and determined that a violation of the Town of Lake Park Code of Ordinances, as charged in the Notice of Violation, existed on the Property. The Respondent was given a reasonable time in which to correct the violation, but failed to comply within the allotted time period. As of the date of this Order, the Property remains in violation.

CONCLUSIONS OF LAW

The Findings of Fact support, by a preponderance of the evidence that the Respondent has violated **Section 54-71(a)(b) of the Town of Lake Park Code of Ordinances**, as charged in the Notice of Violation issued in this case. The Town of Lake Park is entitled to recover all costs, including attorney's fees and Special Magistrate fees, incurred in successfully prosecuting this action.

IT IS HEREBY ORDERED, that the Respondent shall comply with **Section 54-71(a)(b) of the Town of Lake Park Code of Ordinances**, as charged in the Notice of Violation, as follows:

COMPLIANCE DATE:

On or before November 23rd 2018, the Respondent shall come into compliance with **Section 54-71(a)(b) of the Town of Lake Park Code of Ordinances**, as charged in the Notice of Violation in this case. If the Respondent fails to comply by the Compliance Date specified herein, the Town may enter upon the property and abate the nuisance (mold remediation), and place an Assessment Lien on said property for all costs associated with abating the nuisance.

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

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

IT IS FURTHER ORDERED THAT the Respondent is assessed the administrative costs of this action in the amount of **\$194.32**, as provided by law, and shall pay the same to the Town Clerk, at 535 Park Avenue, Lake Park, Florida.

DONE AND ORDERED this 8th day of November, 2018.


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

ATTEST:


VIVIAN MENDEZ,
TOWN CLERK



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

Case No. 18020045

TOWN OF LAKE PARK, FLORIDA

Petitioner,

v.

ELIZABETH H. DAVIS TRUST



PCN: 36-43-42-21-17-000-1120

Respondent

ORDER FINDING VIOLATION/ORDER TO ABATE

THIS CAUSE, having come before the Special Magistrate for the Town of Lake Park, Florida, on **May 3, 2018**, and the Special Magistrate having heard the testimony of the Parties, and having considered the evidence presented by the Parties; and having been fully apprised of the circumstances, does hereby find as follows:

FINDINGS OF FACT

The Respondent is the owner of the real property located at **801 LAKE SHORE DRIVE, UNIT 112, LAKE PARK, FL, 33403** ("Property"), and which is legally described as follows: **LAKE HARBOUR TOWERS EAST BLDG A UNIT 112**

A Town of Lake Park Code Compliance Officer conducted a personal inspection of the Property on **02/21/2018** and determined that a violation of the Town of Lake Park Code of Ordinances, as charged in the Notice of Violation, existed on the Property. The Respondent was given a reasonable time in which to correct the violation, but failed to comply within the allotted time period. As of the date of this Order, the Property remains in violation.

CONCLUSIONS OF LAW

The Findings of Fact support, by a preponderance of the evidence that the Respondent has violated **Section 54-71 of the Town of Lake Park Code of Ordinances**, as charged in the Notice of Violation issued in this case. The Town of Lake Park is entitled to recover all costs, including attorney's fees and Special Magistrate fees, incurred in successfully prosecuting this action.

IT IS HEREBY ORDERED, that the Respondent shall comply with **Section 54-71 of the Town of Lake Park Code of Ordinances**, as charged in the Notice of Violation, as follows:

COMPLIANCE DATE:

On or before **June 1, 2018**, the Respondent shall come into compliance with **Section 54-71(a)(b) of the Town of Lake Park Code of Ordinances**, as charged in the Notice of Violation in this case. If the Respondent fails to comply by the Compliance Date specified herein, the Town may enter upon the property and abate the nuisance (mold remediation), and place an **Assessment Lien** on said property for all costs associated with abating the nuisance.

Case No. 18020045

May 3, 2018

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

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

IT IS FURTHER ORDERED THAT the Respondent is assessed the administrative costs of this action in the amount of \$214.64, as provided by law, and shall pay the same to the Town Clerk, at 535 Park Avenue, Lake Park, Florida.

DONE AND ORDERED this 3rd day of May, 2018.



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

ATTEST:



VIVIAN MENDEZ,
TOWN CLERK



EXHIBIT "B"

MOLD ASSESSMENT REPORT AND ASSOCIATED COST
already completed)

"INTEGRITY"

Community

JUN 22 2018

Development



Mold Assessment Proposal

Assessment Report
Completed (details
herein) and paid in full.

Property Address:
801 Lakeshore Unit 112 Lake Park, FL

Integrity Mold Inspection Inc.
561.401.2294
Palm Beach Gardens, FL
www.integritymoldinspection.com

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: integritymold@gmail.com
Web: www.integritymoldinspection.com



Project Information

Inspection Date: TBD

WO#: TBD

Property Address: 801 Lakeshore UNit 112 Lake Park, FL

Inspection Type: Mold and Moisture Assessment

Limited Areas: NA

Square Feet Under Air: 1316 square ft

Quantity of Samplings: 3 samples

Client Name: City of Lake Park

Client Phone #: 561 881 3319

Client Email: krowley@lakeparkflorida.gov

Initial Fee: \$525.00

PRV (Clearance) Fee: \$475.00

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Web: www.integritymoldinspection.com



Mold Assessment Proposal

1. Samplings may be air quality, interstitial, swab or bulk.
2. Thorough visual mold investigation completed or done by the actual inspector.
3. Temperature and humidity readings.
4. Investigation for active moisture using an infrared camera.
5. Moisture mapping with a moisture meter.
6. Investigation for cause of mold.
7. Digital photographs with captions that describe observations.
8. Laboratory analysis from an independent accredited laboratory.
9. Mold Remediation Protocol (highlights) that will include.
 - a. Containment estimations.
 - b. Building material removal plan with estimated dimensions.
 - c. Estimation of air scrubbing & dehumidification equipment.
10. Follow-up discussions regarding the meaning of the report.
11. Completed report 1 business day delivered via e-mail after inspection.

Inspector Qualifications

- Ten years experience as a Mold Inspector / Mold Assessor.
- Evaluated thousands of mold samplings.
- Florida State Licensed Mold Assessor.
- Board Certified Indoor Environmentalist (*American Council for Accredited Certification*).
- Bachelor of Science in Engineering Technology (*Lawrence Technological University*).
- Master of Science in Professional & Technical Communication (*LTU*).



Mold Assessment

Property Address:

801 Lakeshore #112 Lake Park, FL

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561.401.2294
Palm Beach Gardens, FL
www.integritymoldinspection.com

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Web: www.integritymoldinspection.com

2



Project Information

Inspection Date: 07/12/2018

WO#: 071831

Property Address: 801 Lakeshore #112 Lake Park, FL

Inspection Type: Mold and Moisture Assessment

Limited Areas: NA

Square Feet Under Air: NA

Quantity of Samplings: 3

Client Name: City of Lake Park

Client Phone #: 561 881 3319

Client Email: krowley@lakeparkflorida.gov

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Web: www.integritymoldinspection.com



Findings

Cause of Loss

Moisture intrusion

Laboratory Results

The spore counts in the air samplings tested with elevated *Aspergillus* / *Penicillium* throughout.

Summary

Because of the findings, the following remediation plan is recommended (see observations and or lab results).

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Remediation Plan

Licensed Remediator Mold Removal Plan

All exposed cavities should be investigated for visible mold. If visible mold is discovered, remove building material (1-2ft in all directions) beyond evidence of visible mold.

**All dimensions are approximate.*

Building Faces: South (balcony view)

A. Condo (throughout)

1. Remove carpet (1040 SQFT).
2. Remove all cabinetry from 2 bathrooms and 1 kitchen (32 linear ft).
3. Scrape popcorn ceilings (733 SQFT).
4. Remove all drywall ceilings (310 SQFT).
5. Remove kitchen ceiling tiles (132 SQFT).
6. Remove doors throughout.
7. Remove ductwork.
8. Remove wall perimeter floor to ceiling include showers (8ft h x 325 linear ft).
9. Micro-clean throughout (1316 SQFT).

B. Number of Air Scrubbers (Standard Size) = 6

C. Number of Commercial Dehumidifiers = 4

CI. Manage indoor relative humidity at approximately 40% within affected area(s)

D. Additional Protocol

9. Practice safe work habits. Wear appropriate safety equipment depending on the level of contamination. This would be determined by the Remediator.
10. Bag building material with construction bags.
11. HEPA Vacuum all debris from open cavities.
12. HEPA Vacuum all surfaces throughout the affected areas(s)
13. Damp wipe all hard surfaces throughout the affected area(s)

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14. The Remediator may make additional recommendations during Remediation.

Follow remediation standards and guidelines (*II CRC S520 Standard and Reference Guide for Professional Mold Remediation*).

15. Have an HVAC Professional

- A. Replace ductwork.
- B. Replace return filters.
- C. Foam clean the evaporator coil (1 air handlers).

16. Have a Mold Assessor

- D. Do a Post Remediation Verification Inspection (Clearance). ***Note this inspection occurs after remediation and is an additional fee.**

17. Have a Licensed General Contractor

- E. Moisture test and repair all moisture issues before building materials are replaced (if the moisture issue hasn't been corrected).
- F. Replace the building materials that were removed.

Gary Rose
Integrity Mold Inspection
2642 Ravella Ln
Palm Beach Gardens, FL 33410



AEML, Inc.
301 E. Atlantic Blvd., Suite 5
Pompano Beach, FL 33060
Phone: (954) 333-8149
Fax: (954) 333-8151
email: customerservice@aemlinc.com

Project: 801-112
Batch: 170775

Sampled: 7/12/2018
Received: 7/13/2018
Analysis Date: 7/13/2018
Report Date: 7/13/2018

AEML Test: A001 Spore Trap Analysis

Sample ID:	180713J080	180713J081	180713J082						
Client Sample ID:	Outside 220002	Guest Bed 220003	Master Bed 220007						
Volume Sampled (L):	75	75	75						
Media:	Allergenco D	Allergenco D	Allergenco D						
Percent of Trace Analyzed:	100% at 600X Magnification	100% at 600X Magnification	100% at 600X Magnification						
Spore Types	Raw Count	Count/m ³	%	Raw Count	Count/m ³	%	Raw Count	Count/m ³	%
Alternaria	-	-	-	-	-	-	-	-	-
Arthrinium	-	-	-	-	-	-	-	-	-
Ascospores	2	27	8	-	-	-	-	-	-
Aspergillus/Penicillium-Like	4	53	17	2,412*	32,160	100	2,151*	28,680	100
Basidiospores	3	40	13	1	13	<1	-	-	-
Bipolaris/Dreschlera	1	13	4	-	-	-	-	-	-
Botrytis	-	-	-	-	-	-	-	-	-
Chaetomium	-	-	-	-	-	-	-	-	-
Cladosporium	11	147	46	-	-	-	2	27	<1
Curvularia	3	40	13	-	-	-	-	-	-
Epicoccum	-	-	-	-	-	-	1	13	<1
Fusarium	-	-	-	-	-	-	-	-	-
Ganoderma	-	-	-	-	-	-	-	-	-
Memnoniella	-	-	-	-	-	-	-	-	-
Nigrospora	-	-	-	-	-	-	-	-	-
Oidium/Peronospora	-	-	-	-	-	-	-	-	-
Pithomyces	-	-	-	-	-	-	-	-	-
Rust	-	-	-	-	-	-	-	-	-
Smut/Myxomycetes/Periconia	-	-	-	-	-	-	-	-	-
Stachybotrys	-	-	-	-	-	-	-	-	-
Torula	-	-	-	-	-	-	-	-	-
Ulocladium	-	-	-	-	-	-	-	-	-
Unidentified Spores	-	-	-	-	-	-	-	-	-
Total Spores †	24	320		2,413	32,173		2,154	28,720	
Hyphal Fragments	4	53		1	13		-	-	
Pollen	-	-	-	-	-	-	2	27	
Debris Rating	3			3			3		
Detection Limit	13			13			13		

* Estimation performed due to high count.

Joshua Krinsky

Joshua Krinsky
Technical Director

Results submitted pertain only to the samples as presented on the accompanying Chain of Custody.
This report shall not be reproduced, except in its entirety and with the written approval of AEML.



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Observations



Outdoors (time of inspection):
65.8 % Relative Humidity
85.2 Degrees Fahrenheit



Indoors (time of inspection):
69.4 % Relative Humidity
84.0 Degrees Fahrenheit

It is important to determine if humidity is elevated in the indoor space. If indoor humidity is elevated, it should be corrected as soon as possible. It is recommended that relative humidity in the building ranges between 45-55%. If relative humidity approaches 70% then your indoor space is at high risk for mold to grow on surfaces such as cabinetry, furniture, clothing etc. Make sure your thermostat is set on "Cool and Auto".

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Observations



There was evidence of mold growth on the living room walls.

Observations



There was evidence of mold growth on the dining room walls.

Observations



There was evidence of mold growth on the trim molding and doors throughout the condo.

Observations



There was evidence of mold on trim throughout the home.

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Observations



There was evidence of mold growth on wall areas throughout the home

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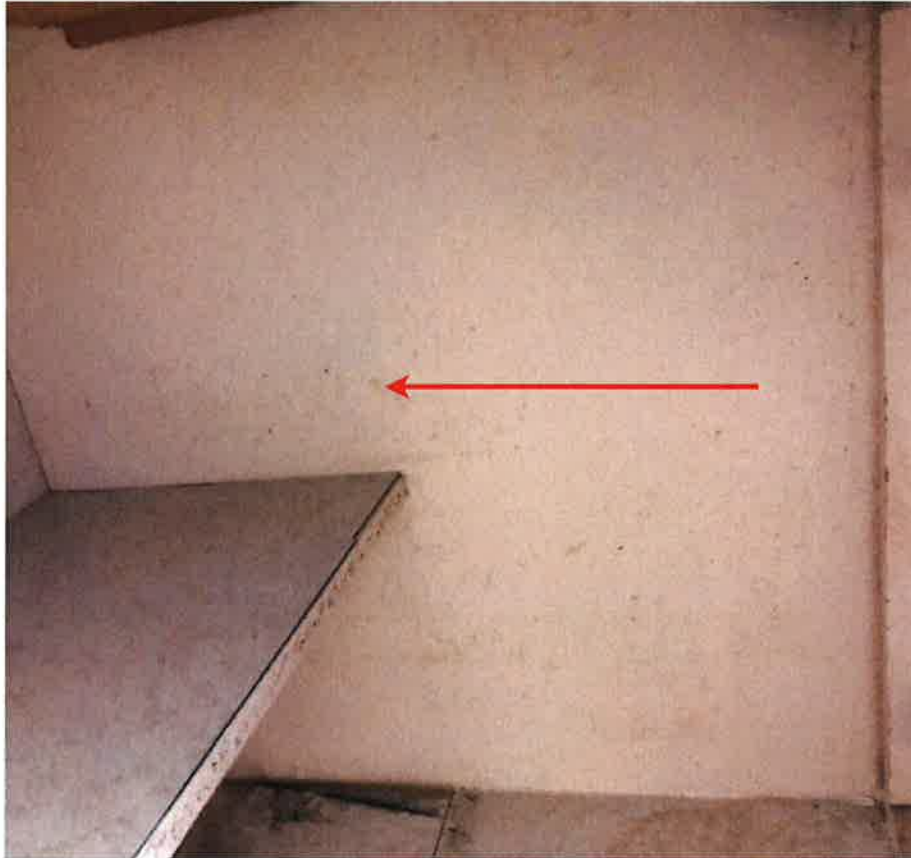


Observations



There was evidence of mold growth on kitchen cabinetry.

Observations



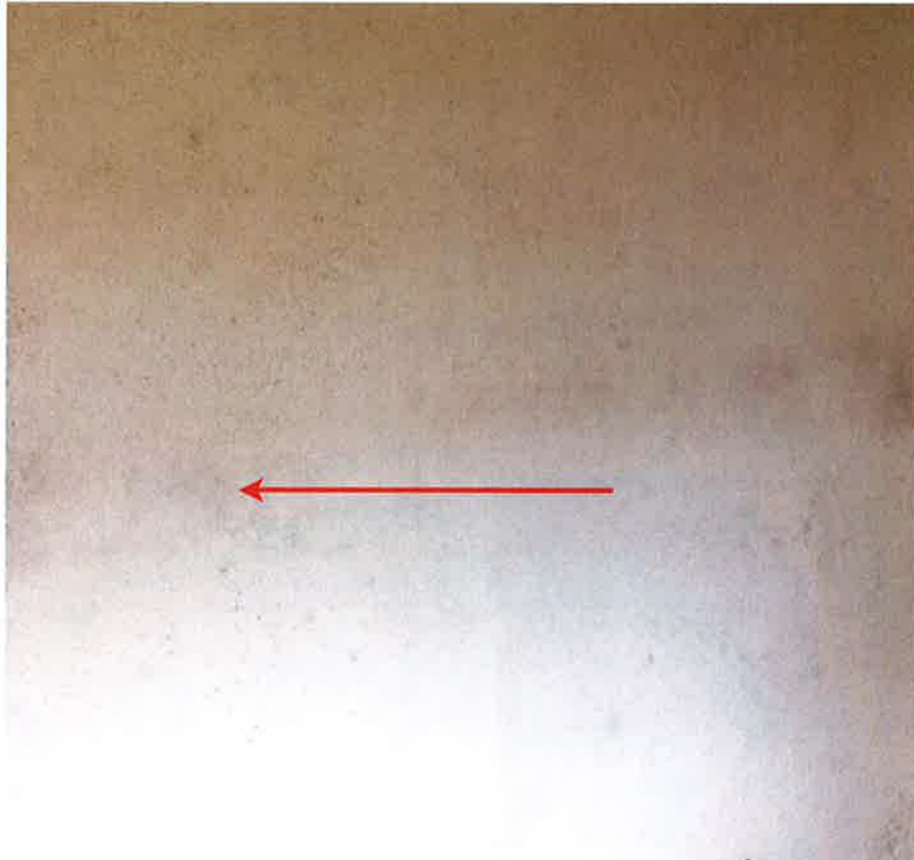
There was evidence of mold growth inside of the cabinets throughout the home.

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Observations



There was evidence of mold growth on most ceilings throughout the home.

Observations



There was evidence of mold growth on the ceiling of the master bathroom.

Observations



There was evidence of mold growth on the door of the master bathroom.

Observations



There was evidence of mold growth on the carpet.



Standard Spore List	
Alternaria	Common allergen causing hay fever or hypersensitivity reactions that sometimes lead to asthma, serious infections are rare, except in people with compromised immune systems. Normal agents from the decomposition of plants.
Arthrinium	No reported infections associated with this fungus. Normally not found indoors.
Ascospores	Very common outdoor spore, associated with rain and moisture.
Aspergillus/Penicillium-Like	Possible allergen. Common cause of respiratory irritation and infection. Found on water damaged wallpaper, carpet and organic materials.
Basidiospores	Possible allergen to sensitive individuals, no known serious health effects associated with this fungus. Mushrooms and dry rot are examples of basidiospore producing fungi.
Bipolaris/Dreschlera	Allergen that can affect nose, skin, eye and upper respiratory track. Found on grasses, grains and decaying food.
Botrytis	Potential allergen, hay fever and asthma effects. Parasite commonly found growing on indoor plants.
Chaetomium	Not well studied but possible allergen with hay fever and asthma effects. Rare cases of nail infections. Found on a variety of cellulose, paper and plant compost.
Cladosporium	Potential allergen, hay fever and asthma effects. Grows well in damp environments, on textiles and window sills.
Curvularia	Hay fever, asthma and or allergic fungal sinusitis are some of the potential allergens associated with this fungi. Possible human health risk. Has been known to cause onychomycosis, ocular keratitis, sinusitis, mycetoma, pneumonia, endocarditis, cerebral abscess, and disseminated infection. Most cases are from immunocompromised patients. Grows on various indoor building materials.
Epicoccum	Potential allergen, effects are hay fever, asthma and skin allergies. Found in soil, air and rotting vegetation.
Fusarium	Potential allergen, hay fever and asthma effects. Commonly found on fruit rot, requires very wet conditions.
Ganoderma	Commonly found in the atmosphere, grows on wood products. Possible allergen at high concentrations.
Memnoniella	Mycotoxin producing spore related to and often found in conjunction with Stachybotrys.
Nigrospora	Potential allergen, hay fever and asthma effects. Usually not found growing indoors. Found on decaying plant material and soil.
Oidium/Peronospora	Common obligate parasites on leaves, stems, flowers, and fruits of living higher plants.
Pithomyces	Possible allergen. Grows well on paper indoors given the right conditions.
Rust	Potential allergen, hay fever and asthma effects. Rarely found growing indoors.
Smut/Myxomyces/Periconia	Potential allergen, hay fever and asthma effects. Rarely found growing indoors.
Stachybotrys	Often referred to as "toxic black mold." It has the ability to produce mycotoxins which may cause a burning sensation in the mouth, throat and nasal passages. Chronic exposure has been known to cause headaches, diarrhea, memory loss and brain damage. Found growing on water damaged cellulose, paper and ceiling tiles.
Torula	Potential allergen, hay fever and asthma effects. Potential allergen, hay fever and asthma effects. Found growing on water damaged cellulose, paper, wicker, straw baskets and ceiling tiles.
Ulocladium	Grows well on cellulose containing materials like paper, straw, wallboard. Requires very wet conditions.
Unidentified Spores	N/A
Hyphal Fragments	Branched structures with cell walls. Hyphae are somewhat analogous to stems or roots in plants whereas the spores would be analogous to the seeds.
Pollen	Allergen that causes hay fever. Pollen is microscopic round or oval grains produced by plants.

AEML, Inc. assumes no liability or warranty on the use of, or interpretation of the data provided within this report. Responsibility lies solely on the client for the use and interpretation of the results provide herein. Results of the analysis cannot be interpreted without physical inspection of the area tested or without consideration for the structure's characteristics. Generally, if indoor readings are greater than 90% of outdoor readings, further investigation or testing may be warranted. More information on Indoor Air Quality and mold can be found on the EPA website "www.epa.gov/iaq/mold/moldresources.html" and the Center for Disease Control website "www.cdc.gov/mold/".

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Remediation Guidance

Important (during remediation & clearance)

Any person other than the Mold Remediator(s) or Mold Assessor(s) should not enter the containment(s) or affected room(s) in order to avoid cross contamination of mold during remediation.

Mold Remediation Definition

It is important to understand that the act of Mold Remediation is a thorough mold removal process in a building space's affected areas. Also, Mold Remediation is an intrusive investigation for visible mold, moisture damage, and building material removal (where necessary) during mold clean-up.

Methodology

Building materials may be recommended for removal if moisture readings are high for 48 hrs or more, if mold is visible, or moisture damaged building materials. Also, laboratory results that have high spore counts then more mold clean-up would be needed using special remediation equipment.

Legend

(h = height) (L=length) (w = width) (ft = feet) (in = inches) (remove = dispose unless otherwise stated)

If a building or unit is due northeast, northwest, southeast, or southwest then north or south will be chosen as a point of reference.

(Linear = approximated continuous dimensions including shapes or pockets). For example, a dimension of 2ft h x 14 linear ft. could include a closet in the path of the 14ft dimension across a wall area.

HVAC Professional

A licensed contractor specialized in Heat, Ventilation, and Air Conditioning.

Post Remediation Verification

An inspection after remediation is complete prior to rebuild in order to verify that remediation was successful. This inspection is performed by a Licensed Mold Assessor.

Air Scrubber

A piece of equipment that pulls air through a primary filter to capture large particles and then secondary HEPA Filters to capture microscopic mold spores.

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Containment

An area that is secured by plastic barriers or a plastic zipper door in order to contain air born mold in an area during mold removal.

How Does Mold Occur?

It is important to know mold spores are everywhere in nature. They are continuously floating in the air outdoors and naturally float in our homes as we enter and leave. A mold spore is similar to a plant seed except it doesn't need light or soil to grow. In order for a mold spore to germinate it needs a medium that has a food source and moisture. Moisture is the only control measure we have to combat mold. Most indoor surfaces and items in homes are a sufficient food source for mold to thrive. The only way to avoid mold issues is to control moisture intrusion. Moisture intrusion can be delivered by many methods, some are obvious such as window leaks, roof leaks and plumbing failures. The most common humidity issue in homes are that thermostats are set improperly. Your home should always be set to auto and cool—**not on and cool!!** If relative humidity reaches 70% the probability for mold to germinate and grow on indoor items and surfaces is very high. The most common indoor condensation issue is when an air supply would cool a surface where warmer air meets the same surface then causing condensation.

Inspector Background

Gary Rose, CIE

10 years experience in the field of Mold Assessment.

Council-certified Indoor Environmentalist, *Board-awarded by the American Council for Accredited Certification*

Licensed Mold Assessor, *State of Florida*

Bachelor of Science in Engineering Technology, *Lawrence Technological University (LTU)*

Master of Science in Professional and Technical Communication, *LTU*

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2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: integritymold@gmail.com
Web: www.integritymoldinspection.com



References

AEML INC, Microbiology Laboratories, *Standard Spore List.*

Baxter, M., Perkins, J., McGhee, C., & Seltzer, J., (2005) *A Regional Comparison of Mold Spore Concentrations Outdoors and Inside “Clean” and “Mold Contaminated” Southern California Buildings: Journal of Occupational and Environmental Hygiene, 2:8–18.*

EPA, *Building Air Quality: A Guide for Building Owners and Facility Managers* (Washington: EPA, 1991).

ASHRAE, *Standard 55 – Thermal Environmental Conditions for Human Occupancy, (www.ashrae.org).*

ASHRAE, *Standard 62 – Ventilation for Acceptable Indoor Air Quality.*

United States Environmental Protection Agency, *Mold Remediation in Schools and Commercial Buildings (September 2008).*

Standard and Reference Grade for Professional Mold Remediation, ANSI / IICRC 5520-2005, *Second Edition.*

EXHIBIT "C"

MOLD REMEDIATION AGREEMENT AND ASSOCIATED COST
(not yet completed)

"ENTRUSTED"



Client: City of Lake Park
Property: 801 Lakeshore Unit 112
West Palm Beach, FL 33403

Operator Info:
Operator: CHARLES

Estimator: Charles Otto
Position: Estimator
Company: Entrusted
Business: 945 W 15th St.
Riviera Beach, FL 33404

Business: (561) 601-3138
E-mail: charles.otto@entrusted.com

Reference:
Company: Charles Otto
Business: 945 W 15th St.
Riviera Beach, FL 33404

Business: (561) 601-3138
E-mail: charles.otto@entrusted.com

Type of Estimate:
Date Entered: 8/13/2018 Date Assigned:

Price List: FLWB7X_AUG18
Labor Efficiency: Restoration/Service/Remodel
Estimate: CITY_OF_LAKE_PARK

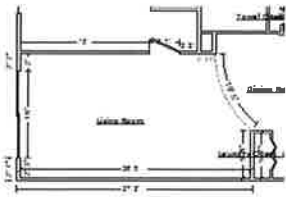
Notice; please be aware that the current estimate/invoice is completed with a full assessment at the present time to the best of our abilities. In the event of any questions about items and amounts, please submit a written notification of such inquiry, and our quality assurance team will respond as soon as possible. This estimate/invoice has been prepared by a professional with capabilities and knowledge in our industry and following every process and procedure our company has in place to date. Hence we do not assume any liability until project has been completed.

CITY_OF_LAKE_PARK

Generals

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	404.00	0.00	404.00
2. Equipment decontamination charge - per piece of equipment	10.00 EA	0.00	33.71	337.10
3. Add for personal protective equipment (hazardous cleanup)	8.00 EA	0.00	8.24	65.92
4. Water Extraction & Remediation Technician - per hour	24.00 HR	0.00	59.27	1,422.48
Above item is for 2 technicians for 12 hours each. This time was used to sand and scrape any wall cavities or studs.				
5. Add for HEPA filter (for neg. air machine/vacuum - Large)	6.00 EA	0.00	242.16	1,452.96
6. Equipment setup, take down, and monitoring (hourly charge)	2.00 HR	0.00	59.27	118.54
7. Plastic bag - for hazardous material cleanup - Large	30.00 EA	0.00	3.68	110.40
Totals: Generals				3,911.40

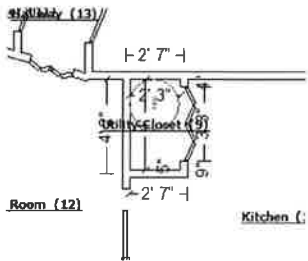
Main Level



Living Room

Height: 8'

552.67 SF Walls	354.87 SF Ceiling
907.54 SF Walls & Ceiling	354.87 SF Floor
39.43 SY Flooring	69.08 LF Floor Perimeter
79.10 LF Ceil. Perimeter	

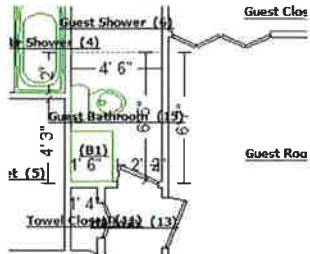


Subroom: Utility Closet (9)

Height: 7'

87.27 SF Walls	8.96 SF Ceiling
96.24 SF Walls & Ceiling	8.96 SF Floor
1.00 SY Flooring	12.47 LF Floor Perimeter
12.47 LF Ceil. Perimeter	

CONTINUED - Living Room



Missing Wall

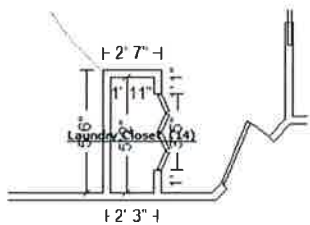
Subroom: Guest Bathroom (15)

Height: 7'

294.52 SF Walls	147.54 SF Ceiling
150.21 SF Walls & Ceiling	28.88 SF Floor
3.21 SY Flooring	17.33 LF Floor Perimeter
17.33 LF Ceil. Perimeter	

4' 6" X 7'

Opens into GUEST_SHOWER



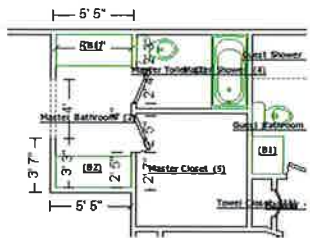
Subroom: Laundry Closet (14)

Height: 7'

294.52 SF Walls	147.54 SF Ceiling
109.07 SF Walls & Ceiling	9.90 SF Floor
1.10 SY Flooring	14.17 LF Floor Perimeter
14.17 LF Ceil. Perimeter	

Subroom: Master Bathroom (2)

Height: 7'

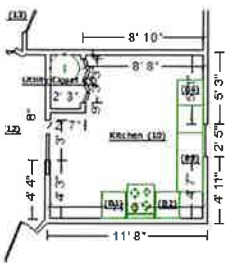


Missing Wall - Goes to Floor

187.77 SF Walls	52.02 SF Ceiling
239.79 SF Walls & Ceiling	52.02 SF Floor
5.78 SY Flooring	26.63 LF Floor Perimeter
30.63 LF Ceil. Perimeter	

4' X 6' 8"

Opens into MASTER_BEDRO

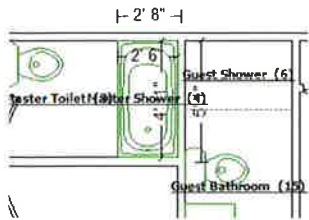


Subroom: Kitchen (10)

Height: 7'

294.52 SF Walls	147.54 SF Ceiling
451.04 SF Walls & Ceiling	124.60 SF Floor
13.84 SY Flooring	46.63 LF Floor Perimeter
46.63 LF Ceil. Perimeter	

CONTINUED - Living Room



Missing Wall

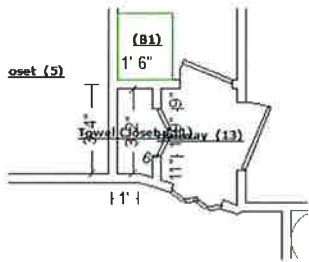
Subroom: Master Shower (4)

Height: 7'

69.42 SF Walls	12.29 SF Ceiling
81.71 SF Walls & Ceiling	12.29 SF Floor
1.37 SY Flooring	9.92 LF Floor Perimeter
9.92 LF Ceil. Perimeter	

4' 11" X 7'

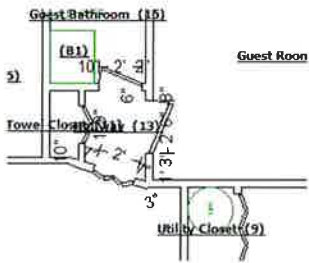
Opens into MASTER_TOILE



Subroom: Towel Closet (11)

Height: 7'

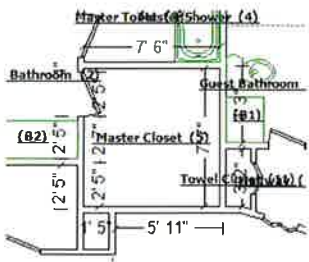
294.52 SF Walls	147.54 SF Ceiling
68.24 SF Walls & Ceiling	4.24 SF Floor
0.47 SY Flooring	9.14 LF Floor Perimeter
9.14 LF Ceil. Perimeter	



Subroom: Hallway (13)

Height: 7'

294.52 SF Walls	147.54 SF Ceiling
105.60 SF Walls & Ceiling	10.94 SF Floor
1.22 SY Flooring	13.52 LF Floor Perimeter
13.52 LF Ceil. Perimeter	

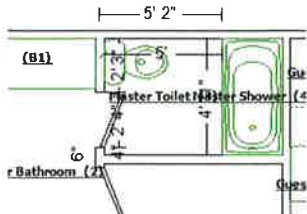


Subroom: Master Closet (5)

Height: 8'

241.07 SF Walls	56.75 SF Ceiling
297.83 SF Walls & Ceiling	56.75 SF Floor
6.31 SY Flooring	30.13 LF Floor Perimeter
30.13 LF Ceil. Perimeter	

CONTINUED - Living Room



Missing Wall

Subroom: Master Toilet (3)

Height: 7'

104.42 SF Walls	24.58 SF Ceiling
129.00 SF Walls & Ceiling	24.58 SF Floor
2.73 SY Flooring	14.92 LF Floor Perimeter
14.92 LF Ceil. Perimeter	

4' 11" X 7'

Opens into MASTER_SHOWE



Missing Wall

Subroom: Dining Room (12)

Height: 7'

294.52 SF Walls	147.54 SF Ceiling
442.05 SF Walls & Ceiling	147.54 SF Floor
16.39 SY Flooring	42.07 LF Floor Perimeter
52.10 LF Ceil. Perimeter	

9' 8 5/8" X 7'

Opens into LIVING_ROOM



Missing Wall

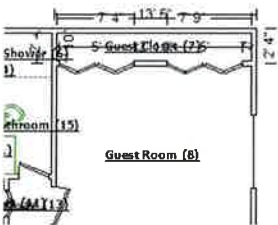
Subroom: Guest Shower (6)

Height: 7'

72.33 SF Walls	13.13 SF Ceiling
85.46 SF Walls & Ceiling	13.13 SF Floor
1.46 SY Flooring	10.33 LF Floor Perimeter
10.33 LF Ceil. Perimeter	

4' 6" X 7'

Opens into GUEST_BATHRO

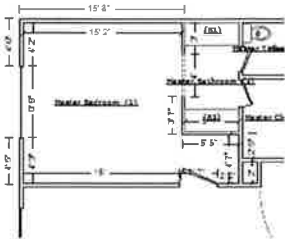


Subroom: Guest Closet (7)

Height: 8'

236.00 SF Walls	23.68 SF Ceiling
259.68 SF Walls & Ceiling	23.68 SF Floor
2.63 SY Flooring	29.50 LF Floor Perimeter
29.50 LF Ceil. Perimeter	

CONTINUED - Living Room



Subroom: Master Bedroom (1)

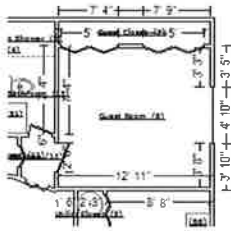
Height: 8'

545.07 SF Walls	254.61 SF Ceiling
799.68 SF Walls & Ceiling	254.61 SF Floor
28.29 SY Flooring	67.47 LF Floor Perimeter
71.47 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

4' X 6' 8"

Opens into MASTER_BATHR



Subroom: Guest Room (8)

Height: 8'

394.67 SF Walls	151.77 SF Ceiling
546.44 SF Walls & Ceiling	151.77 SF Floor
16.86 SY Flooring	49.33 LF Floor Perimeter
49.33 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
8. Remove Carpet	1,040.00 SF	0.30	0.00	312.00
9. Remove Cabinetry - lower (base) units	22.00 LF	10.27	0.00	225.94
10. Remove Cabinetry - upper (wall) units	10.00 LF	8.12	0.00	81.20
11. Remove Countertop - flat laid plastic laminate	22.00 LF	4.82	0.00	106.04
12. Remove Tear off painted acoustic ceiling (popcorn) texture	733.00 SF	0.99	0.00	725.67
13. Remove 5/8" drywall - hung, taped, floated, ready for paint	310.00 SF	0.45	0.00	139.50
14. Remove Interior door unit	5.00 EA	20.26	0.00	101.30
15. Remove Bifold door set - Colonist - Double	5.00 EA	16.21	0.00	81.05
16. Remove Bifold door - Colonist - Single	1.00 EA	13.51	0.00	13.51
17. Acoustic Ceiling - Labor Minimum	1.00 EA	0.00	286.24	286.24
18. Remove 1/2" drywall	3,490.80 SF	0.43	0.00	1,501.04
19. Remove Ceramic/porcelain tile	150.00 SF	1.95	0.00	292.50
20. Remove Shower door - Standard grade	1.00 EA	19.83	0.00	19.83
21. HEPA Vacuuming - Detailed - (PER SF)	6,048.32 SF	0.00	0.68	4,112.86
22. Apply plant-based anti-microbial agent	6,048.32 SF	0.00	0.27	1,633.05
23. Dehumidifier (per 24 hour period) - XLarge - No monitoring	20.00 EA	0.00	110.00	2,200.00

CONTINUED - Living Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Above Item is for 4 dehus for 5 days, the dehu is necessary to keep moisture levels down				
24. Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.	30.00 DA	0.00	140.00	4,200.00
Above item is for 6 air scrubbers for 5 days each. 1 air scrubber inside containment and 1 air scrubber outside containment				
25. Insulation - Labor Minimum	1.00 EA	0.00	102.11	102.11
Above item to remove any affected insulation				
NOTE: this estimate does not include the following: removal of the ducts, cleaning the AC handler, plumbing, mold post test. Those will all be items the owner will have to contract directly with the AC, plumbing, and mold testing companies.				
Totals: Living Room				16,133.84
Total: Main Level				16,133.84
Line Item Totals: CITY_OF_LAKE_PARK				20,045.24

Grand Total Areas:

3,490.80 SF Walls	1,278.76 SF Ceiling	4,769.56 SF Walls and Ceiling
1,278.76 SF Floor	142.08 SY Flooring	462.66 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	490.70 LF Ceil. Perimeter
1,278.76 Floor Area	1,385.30 Total Area	3,490.80 Interior Wall Area
1,385.63 Exterior Wall Area	159.97 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Summary

Line Item Total			20,045.24
Material Sales Tax	@	7.000%	128.19
Replacement Cost Value			\$20,173.43
Net Claim			\$20,173.43

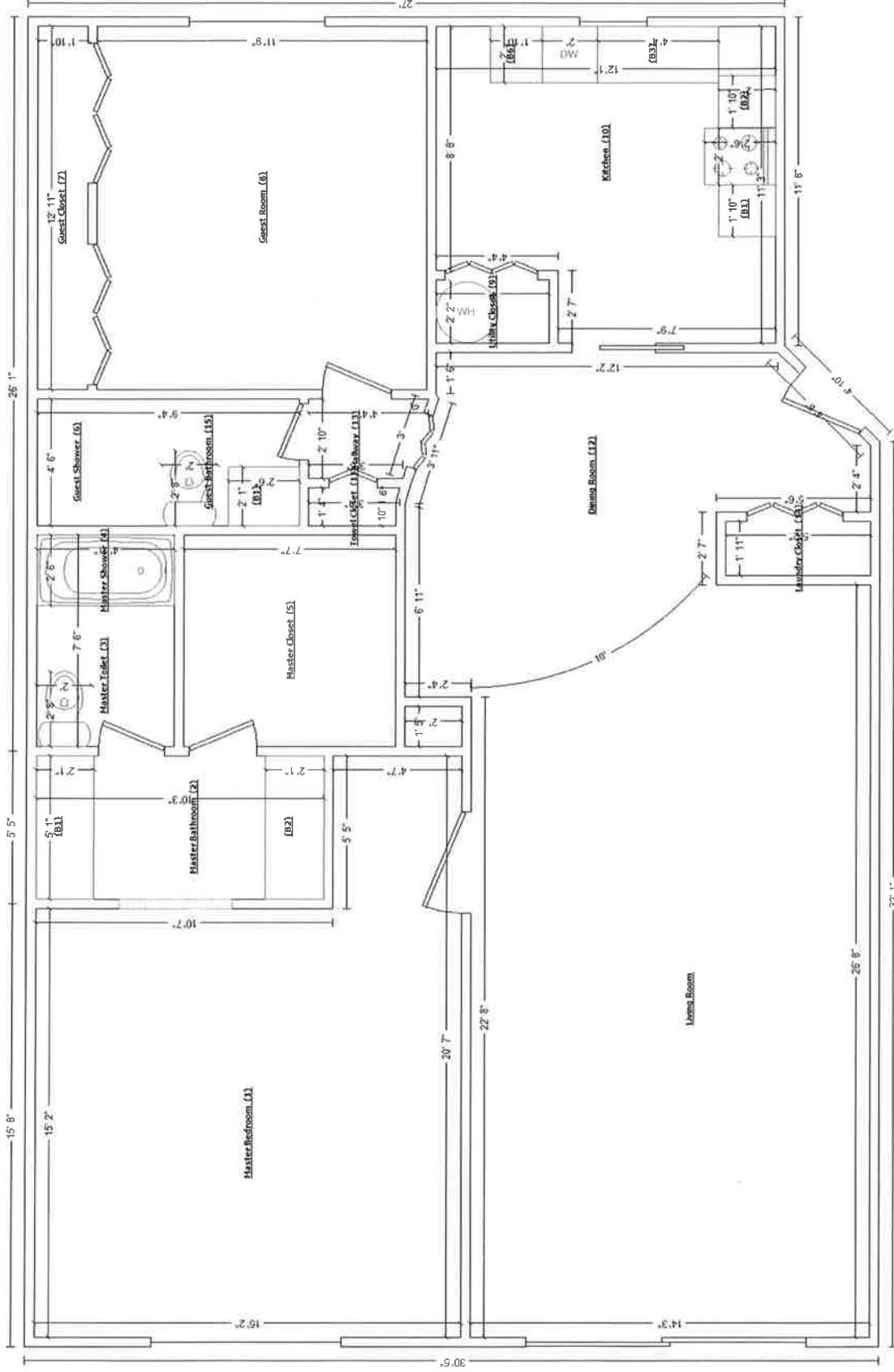
Charles Otto
Estimator

Recap by Room

Estimate: CITY_OF_LAKE_PARK		
Generals	3,911.40	19.51%
Area: Main Level		
Living Room	16,133.84	80.49%
<hr/>		
Area Subtotal: Main Level	16,133.84	80.49%
<hr/>		
Subtotal of Areas	20,045.24	100.00%
<hr/>		
Total	20,045.24	100.00%

Recap by Category

Items		Total	%
ACOUSTICAL TREATMENTS		286.24	1.42%
GENERAL DEMOLITION		4,003.58	19.85%
INSULATION		102.11	0.51%
WATER EXTRACTION & REMEDIATION		15,653.31	77.59%
Subtotal		20,045.24	99.36%
Material Sales Tax	@ 7.000%	128.19	0.64%
Total		20,173.43	100.00%



TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 16, 2019

Agenda Item No.

Agenda Title: Commission Members Goals for the 2019 Calendar Year

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 1-9-19

John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	Attachments:
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone or Not applicable in this case JOD Please initial one.

Summary Explanation/Background: At the January 2, 2019 Commission meeting, Mayor O'Rourke requested Commissioners provide staff with achievable goals for calendar year 2019.

A general discussion of the goals the Commission would like to accomplish for this calendar year require discussion. I assume the Commission may want to prioritize the goals and vote on those goals at a future Commission meeting.

Recommended Motion: No motion is necessary

TAB 8