



REVISED as of March 15, 2019

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, March 20, 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**

1. Informational Presentation by Bridges / Children's Home Society

Tab 1

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.

2. Regular Commission Meeting Minutes of March 6, 2019. Tab 2
3. Resolution No. 22-03-19 Authorizing the Mayor to Execute the Collaborative Agreement between Bridges/Children’s Home Society and the Town of Lake Park Tab 3
4. Resolution No. 23-03-19 Authorizing the Mayor to Execute the Cooperative Agreement with Southeast Florida Library Information Network (SEFLIN) and the Cooperative Authority for Library Automation (COALA) Member Libraries Tab 4
5. Resolution No. 24-03-19 Authorizing the Mayor to Execute the Library Services and Technology Grant (LSTA) Innovation Grant Agreement Tab 5
6. Resolution No. 25-03-19 Approval of the Renewal of the Towing Service Contract With Priority Towing, Inc. Tab 6
- F. **BOARD MEMBERSHIP:**
 7. Re-Appointment Request for Martin Schneider on the Planning & Zoning Board. Tab 7
- G. **PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:** None
- H. **PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:** None
- I. **OLD BUSINESS:**
 8. Northern Drive Traffic Calming – Discussion of Initial Bidding Results and Direction on How to Proceed Towards Implementation (Asphalt versus Concrete Alternate Options). Tab 8
- J. **NEW BUSINESS:**
 9. Resolution No. 26-03-19 Authorizing the Mayor to Sign a New Grant Agreement with Dedicated IT. Tab 9
 10. Resolution No. 27-03-19 Authorizing the Town Manager to Pay for the Cost Repairs and Modifications to the North and South Security Gates at the Marina out of Marina Funds. Tab 10
 11. Resolution No.28-03-19 Appointing a Commissioner to the Audit Committee and Authorizing the Town Manager to Identify and Appoint Two Independent Volunteers To the Committee. Tab 11
 12. Selecting a Date, Time, Location, and Invitees for the Volunteer Recognition Reception. Tab 12

13. Resolution No. 29-03-19 Authorizing the Mayor to Direct and Execute a Lease Purchase Agreement with Sterling National Bank for the Funding of the Infrastructure Renewal Project to Reduce Utility, Operating and Maintenance Cost Tab 13

14. Resolution No. 30-03-19 Authorizing and Directing the Mayor to Execute a Performance Contracting Agreement with Johnson Controls, Inc. Tab 14

K. 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.

L. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

M. REQUEST FOR FUTURE AGENDA ITEMS:

N. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, April 3, 2019

**Special
Presentations
/Reports**

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 20, 2019

Agenda Item No. *Tab 1*

Agenda Title: Informational Presentation by Bridges /Children's Home Society

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

Approved by Town Manager *[Signature]* **Date:** 3-19, 2019

Karen Mahnk, Library Director
Name/Title

Originating Department: <p style="text-align: center;">LIBRARY</p>	Costs: \$ N/A Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: -Children's Home Society/Bridges Calendar and informational
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 - KM OR Not applicable in this case - Please initial one.

Summary Explanation/Background:

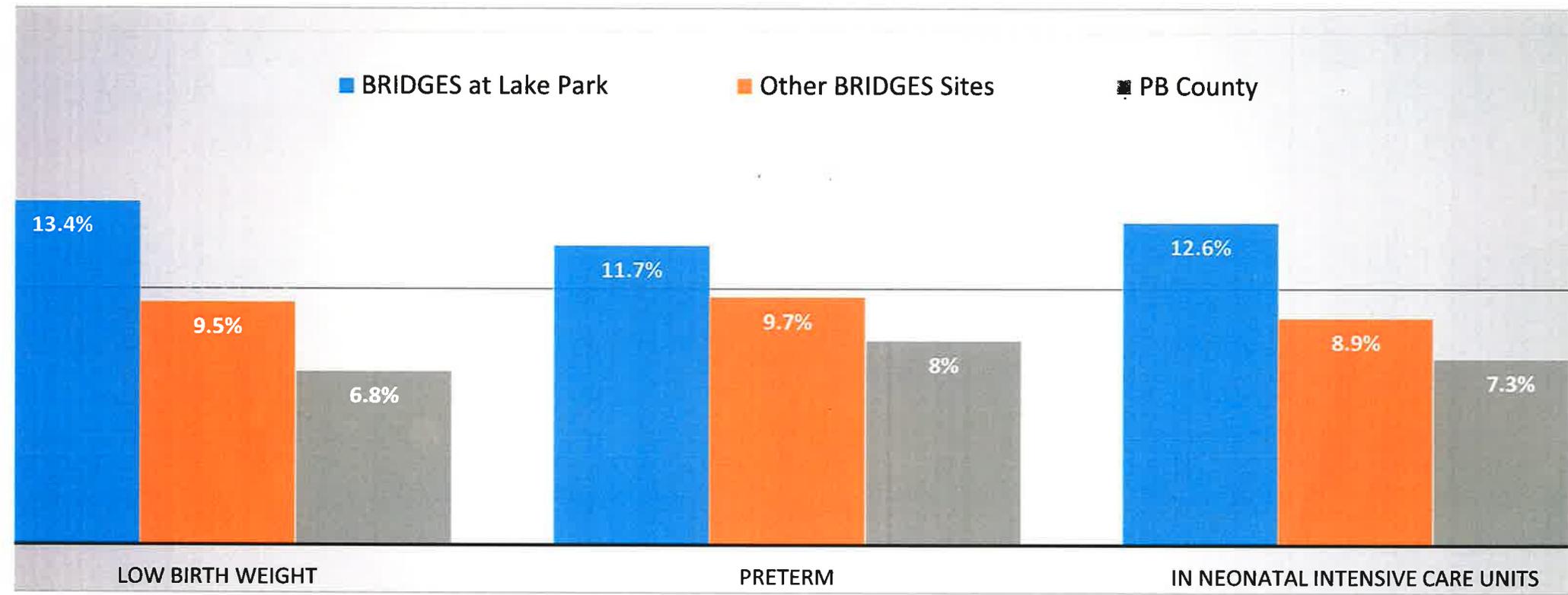
For over 5 years, Bridges at Lake Park, sponsored by Children's Home Society (CHS), has been providing a number of programs at the Lake Park Library for both children and families as well as co-sponsoring with the Library on a number of story times and other literacy activities for children and families. Lake Park Bridges Representative, Cynthia Castle will give an overview of their activities during the 2018-19.

Recommended Motion: No motion is necessary at this time.

Healthy Births

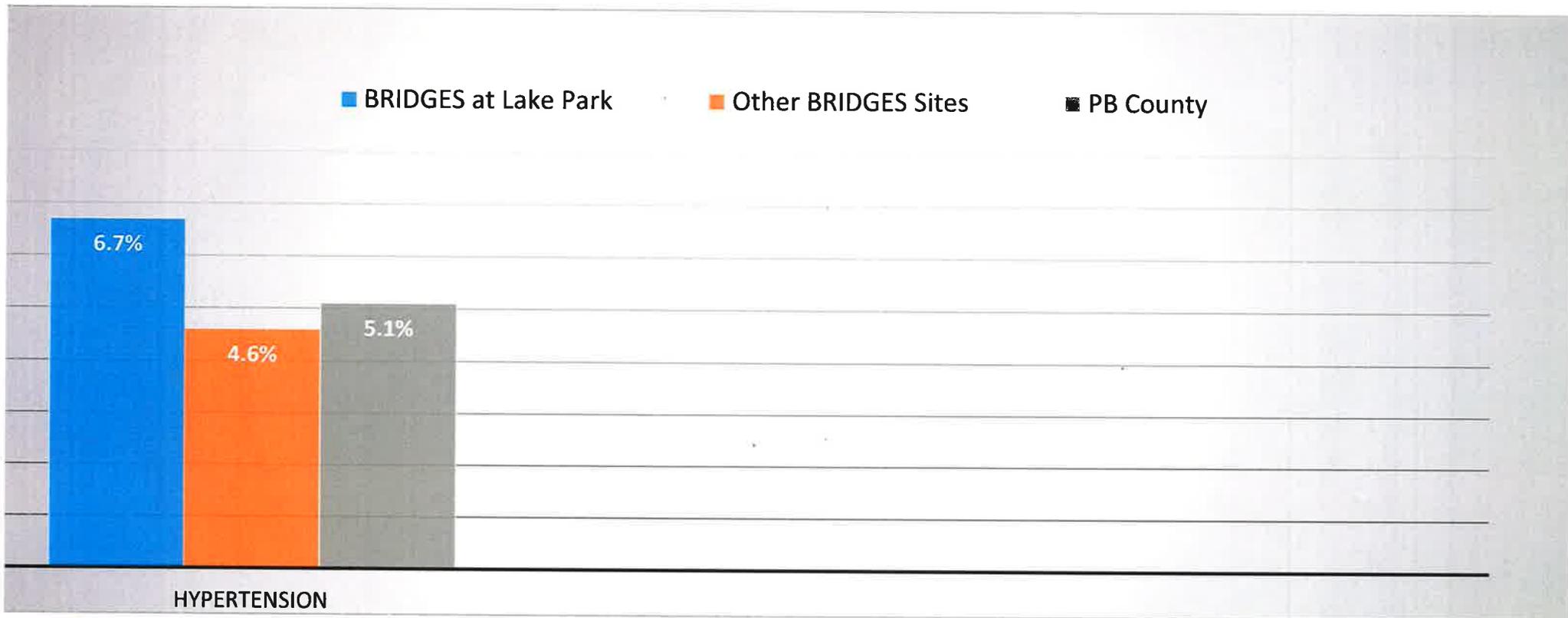
The goals of BRIDGES is to ensure that babies are born healthy. As a part of our evaluation the researchers partnered with the Florida Department of Health (e.g., Vital Statistics) to determine the prevalence of healthy births among BRIDGES members.

In the process we found that **BRIDGES at Lake Park** had a very high prevalence of babies that were:



Healthy Births

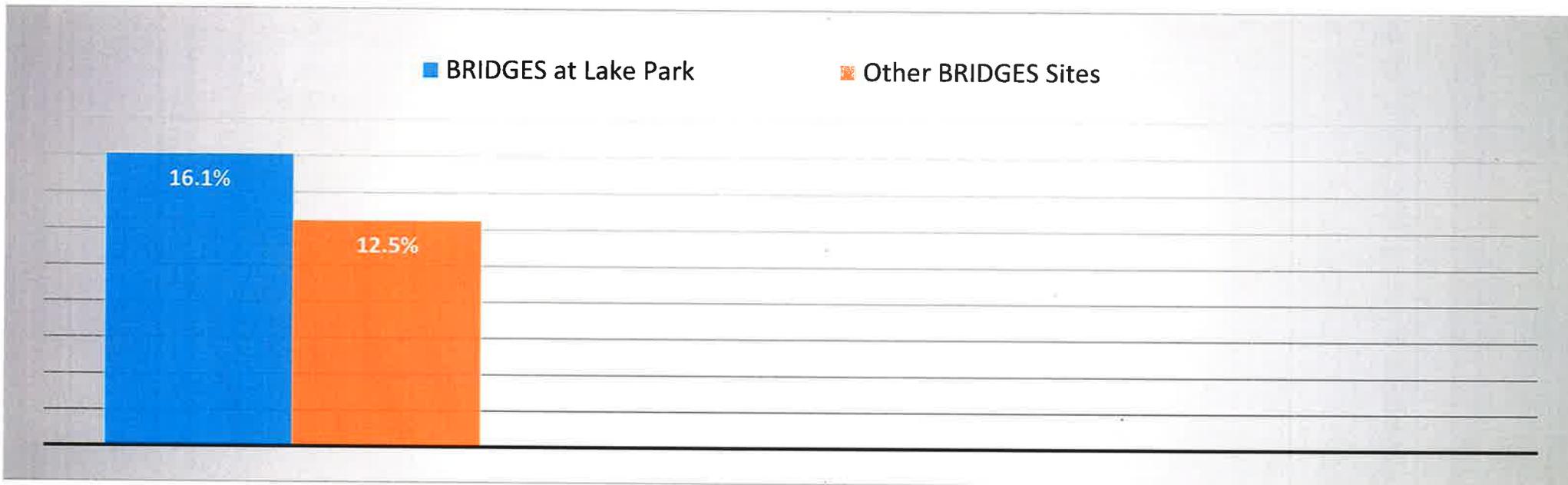
In this process we found that **BRIDGES at Lake Park** had a very high prevalence of babies born to mothers who had:



As you can see hypertension within BRIDGES at Lake Park was high when compared to the rest of BRIDGES Sites and Palm Beach County.

Nutrition During Pregnancy

We asked parents who had given birth in the past year, “Were there other services you wanted or needed during your last pregnancy?”



When compared to the other BRIDGES sites more BRIDGES at Lake Park parents were interested in services to help with food, nutrition, or prenatal vitamins.

Also asked, "What, if anything, would have made your last pregnancy a better or a healthier experience?"

Parents indicated they wanted access to or help paying for:



Prenatal vitamins (4)



Healthier foods (2)



Exercise classes (0)



Stress reliefs (0)



Nothing (1)



Child birth classes (0)



Meeting with other pregnant women (0)



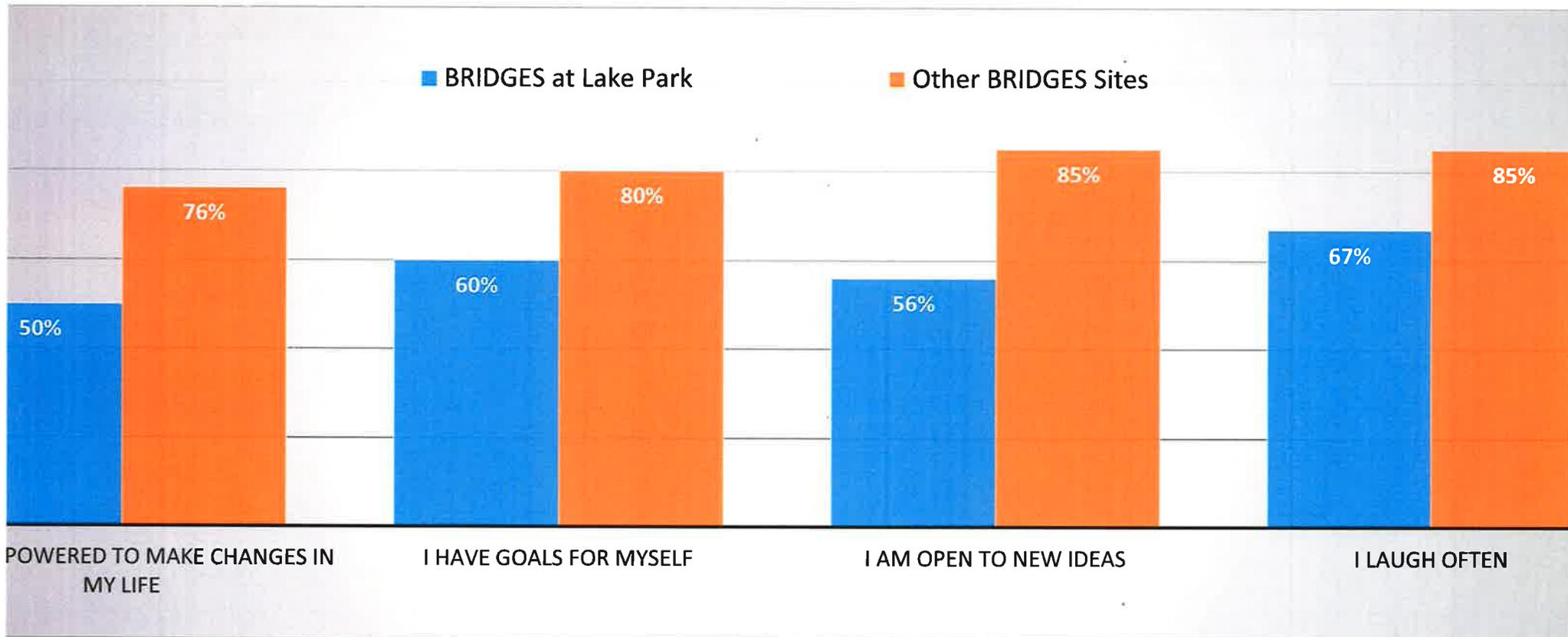
Support from family/friend (0)



Other (0)

Family Empowerment and Resiliency

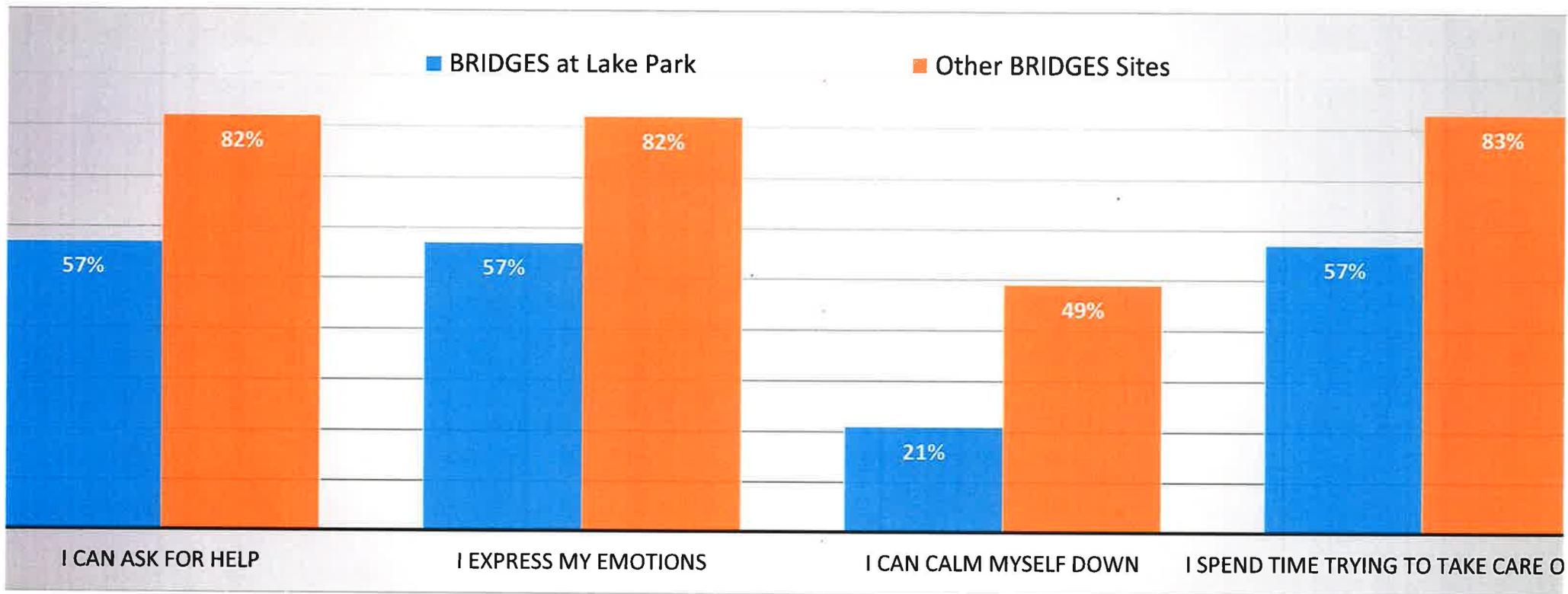
Parents at Lake Park had the lowest percentage of parents who felt empowered to make changes in their lives when compared to parents at other BRIDGES sites.



Family Empowerment and Resiliency

ed parents a series of statements and whether they felt the statements described them or th
Parents could say the statements described them or their family “a lot”, “sometimes”, or “no

ES at Lake Park had the lowest percentage of parents who felt empowered to make changes i
a lot” when compared to parents at other BRIDGES sites.



Activity Offerings

We asked parents: Would you like to be more involved in your community?

	BRIDGES at Lake Park	Other BRIDGES Sites
Yes	76%	69%

If YES: How would you like to be more involved in your community?

Their responses were:

Activities with my child and other families

Events, recreation

Parenting classes

My kids love the activities of the library program

Meet neighbors volunteer

Programs for single mothers

Theater activities

HEAR WHAT FAMILIES HAVE TO SAY ABOUT BRIDGES

"BRIDGES has really helped me with my parenting skills. They are truly the bridge between parents and kids." —Bernice, a BRIDGES member.



"With BRIDGES we got emotional support for our whole family... It's more than an organization. It's like a family." — Martial and Marie, BRIDGES members.



"BRIDGES helps a lot of families in the community. The staff is really good." — Roberto and Carmen,



Stop by or call the BRIDGES nearest you!



1 BRIDGES at Lake Park
1411 10th Street
Lake Park, FL 33403
561-881-5060

2 BRIDGES at Riviera Beach
4152 W. Blue Heron Blvd., Suite 228
Riviera Beach, FL 33404
561-899-1644

3 BRIDGES at Northwood
Northmore Elementary School
4111 N. Terrace Drive, Portable 9
West Palm Beach, FL 33407
561-840-3106

4 BRIDGES at West Palm Beach
720 8th Street
West Palm Beach, FL 33401
561-804-6754

5 BRIDGES at Lake Worth West
4730 Maine Street
Lake Worth, FL 33461
561-649-9600

6 BRIDGES at Highland
Highland Elementary School
Clarke Building
500 Highland Avenue
Lake Worth, FL 33460
561-899-1652

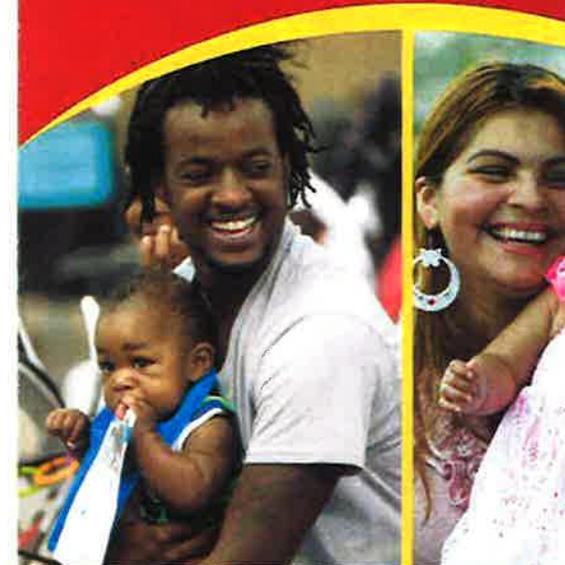
7 BRIDGES at Lake Worth
802 S. Dixie Highway
Lake Worth, FL 33460
561-899-1642

8 BRIDGES at Boynton Beach
970 N. Seacrest Blvd., Suite 110
Boynton Beach, FL 33435
561-369-2323

9 BRIDGES at Pahokee
Community Health Center
170 S. Barfield Highway,
Suite 102
Pahokee, FL 33476
561-924-9224

10 BRIDGES at Belle Glade
33 West Ave A
Belle Glade, FL 33430
561-992-8210

You're invited
BRIDGES-
a place for fami



Learn more about BRIDGES at www.bridgesofpbc.org

a program of



MARCH 2019

Mon	Tue	Wed	Thu	Fri	Sat
<p>Car Seat Check & Installation Monday - Friday (Appointment only)</p>	<p>"FAMILIES EMPOWERED, COMMUNITIES CONNECTED"</p>			1	2
<p>4 Summer Reading Program (SRP) Info Session 11:00am-11:30am or 6:00pm-6:30pm Financial Fitness 5:30pm-6:30pm</p>	<p>5 What is BRIDGES? 5:30pm-6:30pm</p>	<p>6 Adventures Of The Rich and Famous Story time Lake Library 5:30pm - 6:30pm</p>	<p>7 Raise Me Up Ages Birth - 2 years old 5:30pm - 7:00pm</p>	8	<p>9 HMHB-Childbirth Class 9:00am-1:00pm "Safe Kids" Discussion 12:30pm-1:00pm</p>
<p>11 SRP Info Session 11:00am-11:30am or 6:00pm-6:30pm Father Talk 6:00pm - 7:00pm</p>	<p>12 Food Stamps/Medicaid Application Assistance 9:00am - 4:00pm</p>	<p>13 Water Safety Workshop 6:00pm-7:00pm</p>	<p>14 Triple P Seminar Session 1 Power of Positive Parenting 5:30pm-7:00pm</p>	15	16
<p>18 SRP Info Session 11:00am-11:30am or 6:00pm-6:30pm BRIDGES Store 11:00am-1:00pm 5:00pm-7:00pm</p>	19	<p>20 Mother's Village 5:00pm-7:00pm (invite only)</p>	<p>21 Triple P Seminar Session 2 Raising Confident, Competent Children 5:30pm-7:00pm</p>	22	<p>23 Music with Mom and Dad 11:00am-12:00pm</p>
<p>25 SRP Info Session 11:00am-11:30am Or 6:00pm-6:30pm Raise Me Up Ages 3 - 5 years old 5:30pm-6:30pm</p>	<p>26 Food Stamps/Medicaid Application Assistance 9:00am - 4:00pm</p>	<p>27 School Advisory Committee Lake Park Elementary 6:00pm-7:00pm</p>	<p>28 Triple P Seminar Session 3 Raising Resilient Children 5:30pm-7:00pm</p>	<p>29 Social Security with Jack Ramsay Lake Park Library 11:30am</p>	30

Get the EveryParent app!

- ◆ Helpful Tips
- ◆ Expert Advice
- ◆ Local resources

Visit www.everyparentpbc.org

Monthly Safety Tip

Fire Alarm Safety

Test smoke alarms at least once a month. Press test button to be sure the alarm is working.

When a smoke alarm sounds get outside and stay outside.

Replace all smoke alarms every 10 years.

A "beeping" detector may need new batteries.

BRIDGES at Lake Park
1411 10th Street
Lake Park, FL 33403
561-881-5060

Mon-Thurs 8:30am to 7 pm
Friday 8:30am to 5 pm
Sat 10am to 2 pm

Offering parental support and activities for families with children Ages 0 to 8

All activities occur at BRIDGES at Lake Park unless otherwise specified

MARCH 2019 HIGHLIGHTS

BRIDGES AT LAKE PARK
1411 10TH STREET
LAKE PARK, FL 33403
(561) 881-5060

PARENT/CHILD ACTIVITIES

Event: **RAISE ME UP**
Date: March 7, 2019 (Birth—4 years)
Time: 5:30pm - 7:00pm
Place: BRIDGES at Lake Park
These fun activities are designed to strengthen family relationships and support children's development.

Event: **RAISE ME UP**
Date: March 21, 2019 (Birth—4 years)
Time: 5:30pm - 7:00pm
Place: BRIDGES at Lake Park
These fun activities are designed to strengthen family relationships and support children's development.

Event: **TWILIGHT TALES - ADVENTURES OF THE RICH AND FAMOUS**
Date: March 6, 2019
Time: 5:30pm - 6:30pm
Place: Lake Park Library
Tae Edmonds will be doing a book tour with our BRIDGES sites for his book: *Adventures of the Rich and Famous*. He will be coming to our sites or local libraries, reading his book to families, and facilitating a Visioning Board Activity. This is also an opportunity for families and children to speak with a local published author!

Event: **MUSIC WITH MOM & DAD**
Date: March 23, 2019
Time: 11:00am-12:00pm
Place: BRIDGES at Lake Park
Come out and play music and sing songs with Mom and Dad!

COMMUNITY EVENTS

Event: **HEALTHY MOTHERS, HEALTHY BABIES- CHILDBIRTH CLASSES**
Date: March 9, 2019
Time: 9:00am-1:00pm
Place: BRIDGES at Lake Park
This class highlights all of the important issues that new mothers face. Discussion topics include pregnancy, labor & delivery and anesthesia options. Support partners are

COMMUNITY EVENTS

Event: **PALM BEACH COUNTY FOOD BANK - FOOD STAMP & MEDICAID ASSISTANCE (BY APPOINTMENT ONLY)**

Date: March 12 & 26, 2019
Time: 9:00am - 5:00pm
Place: BRIDGES at Lake Park
A Benefits Outreach Specialist will assist families with applying for or renewing food stamp and Medicaid benefits. To take full advantage of your appointment please ensure you have all necessary information/documentation.

Event: **LAKE PARK ELEMENTARY SCHOOL S.A.C. MEETING**

Date: March 27, 2019
Time: 6:00pm-7:00pm
Place: Lake Park Elementary
Parents if your child attends Lake Park Elementary this is your opportunity to get involved and assist the school with its academic success.

Event: **IMMIGRATION CLINIC**

Date: March 2, 2019
Time: 9:30am-2:00pm
Place: BRIDGES at Lake Park
Receive a free consultation to determine if you are eligible for any immigration relief and legal representation.

Event: **Guardian Credit Union—Social Security**

Date: March 29, 2019
Time: 11:30am
Place: BRIDGES at Lake Park
Come and join this lunch and learn about Social Security benefits

WORKSHOPS

Event: **SUMMER READING PROGRAM INFORMATIONAL SESSION**

Date: March 4, 11, 18 & 25 2019
Time: 11:00am-11:30pm & 6:00p-6:30pm
Place: BRIDGES at Lake Park
Parents will receive an overview of the SRP program and eligibility requirements for the PCC Summer Camp Scholarship.

Event: **FINANCIAL FITNESS**

Date: March 4, 2019
Time: 12:30pm-1:00pm
Place: BRIDGES at Lake Park
This is a very informative workshop on family finances and how to budget your money.

WORKSHOPS

Event: **WHAT IS BRIDGES?- NEW MEMBER ORIENTATION**

Date: March 5, 2019
Time: 5:30pm-6:30pm
Place: BRIDGES at Lake Park
During this orientation new BRIDGES members will be introduced to the BRIDGES program as well as site staff. They will also receive information on resources in the Lake Park community.

Event: **"SAFE KIDS" DISCUSSION-Home Safety**

Date: March 9, 2019
Time: 12:30pm-1:00pm
Place: BRIDGES at Lake Park
Come out, bring the family and learn about home safety including monitoring smoke detectors.

Event: **FATHER TALK**

Date: March 11, 2019
Time: 6:00pm-7:00pm
Place: BRIDGES at Lake Park
During this monthly group fathers enjoy a light dinner and engage in meaningful topics.

Event: **WATER SAFETY WORKSHOP**

Date: March 13, 2019
Time: 6:00pm-7:00pm
Place: BRIDGES at Lake Park
Learn more about water safety and fill out an application to determine if you are eligible for free swim lessons.

Event: **TRIPLE P 1st, 2nd & 3rd Seminar**

Date: March 14, 21, 28, 2019
Place: BRIDGES at Lake Park
Time: 5:30pm-7:00pm
Parents come and learn information on the following topics: The Power of Positive Parents, Raising Confident/Competent Children and Raising Resilient Children.

Event: **BRIDGES STORE**

Date: March 18, 2019
Time: 11:00am - 1:00pm & 5:00pm-7:00pm
Place: BRIDGES at Lake Park
Use your BRIDGES bucks to get great items!

Event: **MOTHER'S VILLAGE (Invite only)**

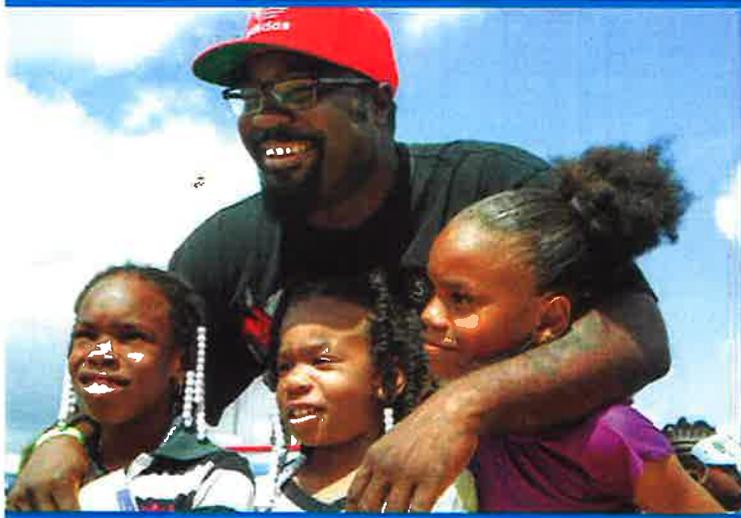
Date: March 20, 2019
Time: 5:00pm - 7:00pm
Place: BRIDGES at Lake Park
This monthly group meeting is designed to assist pregnant women as well as mothers with children between the ages of 0-6 months navigate the emotional demands of pregnancy and motherhood.

BRIDGES is a program in Palm Beach County that helps parents raise children to be healthy, safe and strong. We offer free family events, parent workshops and other resources for families with children up to 8 years old. We have 10 locations with staff ready to welcome you into the BRIDGES family. We want to be your bridge to a better tomorrow!



COMMUNITY EVENTS

Your local BRIDGES hosts celebratory events that bring families and neighbors together. Join us for free Family Story Times, community fairs and more. Check your BRIDGES for a calendar of events.



PARENT-CHILD ACTIVITIES

You are your child's most important teacher. We have fun classes where parents guide their children through educational activities. Enjoy this special time with your child.



FINDING SERVICES

You know what your family needs and we know how to connect you to services. We are here to answer questions about parenting, child care, housing, medical care and other things that make families stronger.



PARENT WORKSHOPS

Here's a chance to learn and grow with other parents. Each BRIDGES has its own workshops depending on what meets the needs of the community. All BRIDGES have classes for pregnant women and offer one-on-one parenting classes.



Consent Agenda

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 20, 2019

Agenda Item No. Tab 2

Agenda Title: March 6, 2019 Regular Commission Meeting Minutes.

- Special presentation/reports, Board appointment, Public hearing ordinance on reading, New business, Other, Consent agenda, Old business.

Approved by Town Manager [Signature] Date: 3-8-19
Shaquita Edwards, Deputy Town Clerk

Name/Title

Table with 3 columns: Originating Department (Town Clerk), Costs (0.00), Attachments (Minutes, Exhibits), Advertised (Not Required), and notification details.

Recommended Motion: To approve the March 6, 2019 Regular Commission Meeting Minutes.



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, March 6, 2019, 6:47 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, March 6, 2019 at 6:47 p.m. Present were Vice-Mayor Kimberly Glas-Castro, Commissioners Anne Lynch, Roger Michaud, Assistant Town Manager/ Human Resources Director Bambi McKibbon-Turner, Attorney Thomas Baird, and Town Clerk Vivian Mendez. Mayor Michael O'Rourke, Commissioner Erin Flaherty, and Town Manager John O. D'Agostino were absent.

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

SPECIAL PRESENTATIONS/REPORTS:

PUBLIC COMMENT:

CONSENT AGENDA:

1. **Regular Commission Meeting Minutes of February 6, 2019.**
2. **Special Call Planning & Zoning Board and Town Commission Workshop Minutes of February 20, 2019.**
3. **Regular Commission Meeting Minutes of February 20, 2019.**
4. **Community Redevelopment Agency Annual Report for Fiscal Year 2017/2018.**

Motion: Commissioner Michaud moved to approve the consent agenda; Commissioner Lynch 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			Absent

Motion passed 3-0.

PUBLIC HEARING(S) – ORDINANCE ON FIRST READING:

None

PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:

None

OLD BUSINESS:

5. Request for Additional Funding for Voice over Internet Protocol (VoIP)

Assistant Town Manager/ Human Resources Director McKibbon-Turner explained the item (see Exhibit “A”). Commissioner Michaud asked for clarification regarding the expansion of connectivity. Assistant Town Manager/ Human Resources Director McKibbon-Turner explained that the purpose of the request was to enhance equipment to ensure efficient communication with members of the public. Commissioner Michaud questioned if connectivity would be hindered if the request for additional funding were denied. Assistant Town Manager/ Human Resources Director McKibbon-Turner explained that the request was not vital, but that each department requested the issue be presented to the Commission.

Motion: Commissioner Michaud moved to approve the additional funding of \$14,116.35 for the purchase of additional equipment from Verteks Consulting, Inc; Commissioner Lynch 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			Absent

Motion passed 3-0.

NEW BUSINESS:

6. Discussion of Possible Ballot Language for the 2020 Municipal Election Regarding Taxation and Repeal of the Town Code Chapter 28 – Taxation Which Expires on March 9, 2019.

Assistant Town Manager/ Human Resources Director McKibbon-Turner explained the item (see Exhibit “B”). Vice-Mayor Glas-Castro questioned if the eligibility criteria was established statutorily by the State of Florida or by the Town of Lake Park. Town Attorney Baird confirmed that eligibility criteria was established statutorily. Vice-Mayor Glas-Castro questioned if the exemption had been offered to qualified businesses. Community Development Director Nadia DiTommaso explained that the Town did not have any official applicants; she explained that the exemption had been offered mostly by the Town Manager’s Office. Vice-Mayor Glas-Castro commented that she was in support of retaining the exemption to attract new businesses to the Town of Lake Park. Commissioner Michaud questioned the Town’s notification process of the exemption. Assistant Town Manager/ Human Resources Director McKibbon-Turner explained that according to the Treasure Coast Regional Planning Council Marketing and Branding Study, the development of a toolkit would entail a compilation of business incentives offered by the Town of Lake Park. She explained that the ballot language, if retained,

might assist in attracting developers to the Town. Commissioner Michaud commented that he agreed with the sentiments of Vice-Mayor Glas-Castro.

Per Commission consensus, staff was directed to proceed with a ballot question for the 2020 Town of Lake Park Mayoral Election.

PUBLIC COMMENT: None

FUTURE AGENDA ITEMS:

Language for the 2020 Municipal Election Regarding Taxation - Chapter 28.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Assistant Town Manager Mckibbon-Turner announced that Town Manager D'Agostino was in Tallahassee, Florida participating in Palm Beach County Days and that the following announcements were made on his behalf.

Special Events Department News

On Friday, March 29th from 6 p.m. until 9 p.m., our Sunset Celebration will take place at our Lake Park Harbor Marina, located at 105 Lake Shore Drive. Happy hour is from 6 p.m. to 7 p.m. Musical artists will be The Vam Band Featuring Michael Boone. The genre is jazz, funk, Motown, R&B and soul. As always, there will be food and arts vendors and the admission and parking are free.

The Special Events Department is announcing its Zionix Fitness by the Sea Program, led by instructor Zion Green (hence the name). The program will include spin by the sea, hip-hop step, pump, and zionix dance. The classes will be held at the Lake Shore Park Indoor Pavilion, located at 701B Lake Shore Drive here in Lake Park. For more information regarding the class schedule and group fitness packages, contact our Special Events Department at 561-881-3338.

LIBRARY NEWS

Much is happening at our Lake Park Public Library:

The AARP Foundation is continuing to provide free tax preparation assistance at our Library. Such assistance started on February 2nd and will continue from March 9th up until April 13th.

On March 12th at 6 p.m. information will be provided regarding invasive species where you can learn about a variety of pests and issues to Florida including plant pests, diseases and keeping our ports of entry safe.

From March 19th to March 21st our Children Services Assistant will facilitate Kids Crafts which will include a kindness scavenger hunt, kindness bingo, friendship hands, coloring pages, and more.

On March 27th at 4 p.m., the Solid Waste Authority will present “Green Papermaking with SWA” where you can learn how paper products are sorted at the SWA recovered materials processing facilities and more.

On March 29th at 11:30 a.m. there will be a “Lunch and Learn” on the topic of Social Security which will be provided by Guardian Credit Union.

For more information regarding these and other Library programs, contact our Lake Park Public Library at 561-881-3330.

PROPERTY OF THE MONTH

The March 2019 Property of the Month is located at 522 Evergreen Drive. Presentation of the gift card to property owner Herb Lozott will take place on March 11th at 2 p.m.

Commissioner Lynch announced the upcoming Town of Lake Park Municipal Election scheduled for March 12, 2019. She encouraged all Town of Lake Park residents to exercise their right to vote.

Commissioner Michaud encouraged Town of Lake Park residents to vote, and to contact the Commission if they had any questions.

Commissioner Flaherty was absent.

Vice-Mayor Glas-Castro announced that prior to the Commission Meeting, Bridges of Lake Park met at the Lake Park Public Library where Tae Edmonds and students read his book.

Mayor O’Rourke was absent.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Lynch and seconded by Commissioner Michaud, and by unanimous vote, the meeting adjourned at 7:01 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, CMC

Town Seal

Town Clerk, Vivian Mendez, CMC

Approved on this _____ of _____, 2019



Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 6, 2019

Agenda Item No.

Agenda Title: Request for Additional Funding for Voice over Internet Protocol (VoIP)

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

Approved by Town Manager [Signature] Date: 2-20-19

Hoa Hoang, Chief Information Technology Officer [Signature] 2/13/2019
Name/Title

Originating Department: Information Technology	Costs: \$ 14,116.35 Funding Source: <u>001-110-6400</u> Acct. # Code Enforcement <input checked="" type="checkbox"/> Finance <u>[Signature]</u>	Attachments: Quote VCIQ13754-04
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 the agenda.	Yes I have notified everyone <u>X</u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

The Town of Lake Park contracted with Verteks Consulting, Inc. for Mitel VoIP telephone systems to be installed and replace the old analog telephone systems at Town Hall, Library, Public Works and Marina. An analysis was conducted on the needs of each department and a few departments needed additional equipment to ensure that staff has the ability to communicate efficiently with the public.

The purpose of this agenda item is to request additional funding of \$14,116.35 for the purchase of additional equipment.

Motion: I move to approve the additional funding of \$14,116.35 for the purchase of additional equipment from Verteks Consulting, Inc.



Verteks Consulting, Inc.
Voice and Data Networks
Phone: (352) 401-0909
Fax: (352) 401-0903
Web: www.verteks.com

QUOTE

Date	Quote #
02/12/19	VCIQ13754-04

Customer: Town of Lake Park Hoang Hoang 535 Park Ave Lake Park, FL 33403	Phone: (561) 881-3303 Fax: E-Mail: hhoang@lakeparkflorida.gov
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Additional Phones and Headsets per Department

Terms	Rep	P.O. Number	Ship Via
Net 15	John		Ground

Qty	Description	Unit Price	Ext. Price
Finance			
1	<p>Cisco SG350-10P 10-Port Gigabit PoE Managed Switch - 10 Network, 2 Expansion Slot - Manageable - Optical Fiber, Twisted Pair - Modular - 3 Layer Supported - Desktop - Lifetime Limited Warranty Easy-to-Use Managed Switches That Provide the Ideal Combination of Features and Affordability</p> <p>To stay ahead in a competitive marketplace, businesses need to make every dollar count. That means getting the most value from your technology investments, but it also means making sure that employees have fast, reliable access to the business tools and information they need. Every minute an employee waits for an unresponsive application and every minute your network is down has an effect on your profits. The importance of maintaining a strong and dependable business network only grows as your business adds more employees, applications, and network complexity.</p>	\$349.00	\$349.00
SubTotal			\$349.00
HR and Town Manager			
2	<p>Plantronics CS540 Wireless Convertible Headset System - Mono - Black, Silver - Wireless - DECT - 350 ft - Over-the-head, Over-the-ear, Behind-the-neck - Monaural - Semi-open - Noise Cancelling Microphone This Wireless Headset System connects to your office phone, giving you superior comfort and mobility up to 350 feet. Voice-dedicated 1.9 GHz DECT technology and advanced wideband audio provide uncompromised audio quality, the lowest probability of interference, and up to 9 hours of talk time. Adaptive power system optimizes balance between range and talk time. Volume and mute controls at your fingertips allow adjustments remotely. Digital encryption assures secure conversations. You can conference up to three additional CS headsets to have coworkers easily join calls. Battery is 80 percent recharged in 1.5 hours and fully recharged in 3 hours. Convertible headset gives you your choice of over the head, over the ear, or behind the neck wearing style.</p>	\$190.00	\$380.00
2	<p>Plantronics APD-80 Adapter Cable - Network (RJ-45)Phone Line (RJ-11) APD-80 Adapter Cable for CS500 and Savi.</p>	\$51.00	\$102.00

Qty	Description	Unit Price	Ext. Price
	SubTotal		\$482.00
	PBSO		
1	Ruckus ICX 7150-24P - Switch - L3 - managed - 24 x 10/100/1000 (PoE+) + 2 x 10/100/1000 (uplink) + 4 x Gigabit SFP - rack-mountable - PoE+ (370 W) The Ruckus ICX 7150 combines enterprise-class switching features with high performance. The switch can operate in fanless mode outside of the wiring closet to provide silent operation for classrooms, hospitality suites, retail sites, hospitals or other noise sensitive environments.	\$896.00	\$896.00
1	Cisco SG350-10P 10-Port Gigabit PoE Managed Switch - 10 Network, 2 Expansion Slot - Manageable - Optical Fiber, Twisted Pair - Modular - 3 Layer Supported - Desktop - Lifetime Limited Warranty Easy-to-Use Managed Switches That Provide the Ideal Combination of Features and Affordability To stay ahead in a competitive marketplace, businesses need to make every dollar count. That means getting the most value from your technology investments, but it also means making sure that employees have fast, reliable access to the business tools and information they need. Every minute an employee waits for an unresponsive application and every minute your network is down has an effect on your profits. The importance of maintaining a strong and dependable business network only grows as your business adds more employees, applications, and network complexity.	\$349.00	\$349.00
6	ShorePhone IP480G Mitel's advanced phone, the IP 480g provides 8 line appearances, expanded call history, visual voice mail and an integrated 10/100/1000 Ethernet switch, allowing a network drop to be shared with a desktop PC.	\$239.85	\$1,439.10
3	ShorePhone IP485G Mitel's advanced phone, the IP 485g provide a full color display, 8 line appearances, expanded call history, visual voice mail and an integrated 10/100/1000 Ethernet switch, allowing a network drop to be shared with a desktop PC.	\$278.85	\$836.55
10	Connect ONSITE Essentials license bundle Includes Ext+Mbx, Connect desktop and mobile client with IM, collaboration, professional access, softphone and video. Also includes Web and App dialer licenses.	\$129.35	\$1,293.50
281	ShoreCare Partner Support (1 Year, No Phones) - Silver Adds the listed Mitel equipment and software to the customer's existing support plan under the same terms and conditions.	\$0.85	\$238.85

Qty	Description	Unit Price	Ext. Price
1	<p>High Touch Implementation Service</p> <p>Our training and configuration will result in a turn-key, ready to operate system, backed by our 100% satisfaction guarantee. We will begin with a customer design review meeting where we will interview you and your key staff to determine the ideal way to configure the Mitel system for your business. We will integrate the system with your local-area and wide-area data network. We will setup automated attendants for call answering with day, night and holiday modes. We will install Communicator on 1 PC and show the IT department how to install Communicator on the network. We will complete all the work listed in our Scope of Work standards and we will cut-over to the new system and test all programming. We will follow up with you and your key staff after installation, and at 30, 60 and 90 days past installation to verify the system installation fully meets your needs.</p>	\$1,200.00	\$1,200.00
	SubTotal		\$6,253.00
	Community Development		
1	<p>Plantronics CS540 Wireless Convertible Headset System - Mono - Black, Silver - Wireless - DECT - 350 ft - Over-the-head, Over-the-ear, Behind-the-neck - Monaural - Semi-open - Noise Cancelling Microphone</p> <p>This Wireless Headset System connects to your office phone, giving you superior comfort and mobility up to 350 feet. Voice-dedicated 1.9 GHz DECT technology and advanced wideband audio provide uncompromised audio quality, the lowest probability of interference, and up to 9 hours of talk time. Adaptive power system optimizes balance between range and talk time. Volume and mute controls at your fingertips allow adjustments remotely. Digital encryption assures secure conversations. You can conference up to three additional CS headsets to have coworkers easily join calls. Battery is 80 percent recharged in 1.5 hours and fully recharged in 3 hours. Convertible headset gives you your choice of over the head, over the ear, or behind the neck wearing style.</p>	\$190.00	\$190.00
1	<p>Plantronics APD-80 Adapter Cable - Network (RJ-45)Phone Line (RJ-11)</p> <p>APD-80 Adapter Cable for CS500 and Savi.</p>	\$51.00	\$51.00
1	<p>Ruckus ICX 7150-24P - Switch - L3 - managed - 24 x 10/100/1000 (PoE+) + 2 x 10/100/1000 (uplink) + 4 x Gigabit SFP - rack-mountable - PoE+ (370 W)</p> <p>The Ruckus ICX 7150 combines enterprise-class switching features with high performance. The switch can operate in fanless mode outside of the wiring closet to provide silent operation for classrooms, hospitality suites, retail sites, hospitals or other noise sensitive environments.</p>	\$896.00	\$896.00
6	<p>ShorePhone IP480G</p> <p>Mitel's advanced phone, the IP 480g provides 8 line appearances, expanded call history, visual voice mail and an integrated 10/100/1000 Ethernet switch, allowing a network drop to be shared with a desktop PC.</p>	\$239.85	\$1,439.10

Qty	Description	Unit Price	Ext. Price
1	<p>High Touch Implementation Service</p> <p>Our training and configuration will result in a turn-key, ready to operate system, backed by our 100% satisfaction guarantee. We will begin with a customer design review meeting where we will interview you and your key staff to determine the ideal way to configure the Mitel system for your business. We will integrate the system with your local-area and wide-area data network. We will setup automated attendants for call answering with day, night and holiday modes. We will install Communicator on 1 PC and show the IT department how to install Communicator on the network. We will complete all the work listed in our Scope of Work standards and we will cut-over to the new system and test all programming. We will follow up with you and your key staff after installation, and at 30, 60 and 90 days past installation to verify the system installation fully meets your needs.</p>	\$720.00	\$720.00
	SubTotal		\$3,296.10
	Library		
1	<p>ShorePhone IP480G</p> <p>Mitel's advanced phone, the IP 480g provides 8 line appearances, expanded call history, visual voice mail and an integrated 10/100/1000 Ethernet switch, allowing a network drop to be shared with a desktop PC.</p>	\$239.85	\$239.85
1	<p>Mitel Cordless Phone Starter Kit : IP930D DECT Phone</p> <p>The IP 930D delivers a comparable feature set to the IP230 in a cordless phone, including three line appearances, four function keys, three soft keys, and a 2.5 mm headset jack.</p> <p>One Base supports up to four handsets, and a single site or location can support up to a maximum of 40 handsets in the USA. Optional Repeaters extend the distance IP 930D users can roam from the Base but may reduce the total number of handsets that can be used in the same airspace.</p>	\$389.35	\$389.35
1	<p>Connect ONSITE Courtesy license</p> <p>Includes Extension Only with no Connect client capability.</p>	\$64.35	\$64.35
1	<p>Connect ONSITE Essentials license bundle</p> <p>Includes Ext+Mbx, Connect desktop and mobile client with IM, collaboration, professional access, softphone and video. Also includes Web and App dialer licenses.</p>	\$129.35	\$129.35
56	<p>ShoreCare Partner Support (1 Year, No Phones) - Silver</p> <p>Adds the listed Mitel equipment and software to the customer's existing support plan under the same terms and conditions.</p>	\$0.85	\$47.60

Qty	Description	Unit Price	Ext. Price
1	<p>High Touch Implementation Service</p> <p>Our training and configuration will result in a turn-key, ready to operate system, backed by our 100% satisfaction guarantee. We will begin with a customer design review meeting where we will interview you and your key staff to determine the ideal way to configure the Mitel system for your business. We will integrate the system with your local-area and wide-area data network. We will setup automated attendants for call answering with day, night and holiday modes. We will install Communicator on 1 PC and show the IT department how to install Communicator on the network. We will complete all the work listed in our Scope of Work standards and we will cut-over to the new system and test all programming. We will follow up with you and your key staff after installation, and at 30, 60 and 90 days past installation to verify the system installation fully meets your needs.</p>	\$480.00	\$480.00
SubTotal			\$1,350.50
Public Works			
4	<p>ShorePhone IP420</p> <p>The single-line IP 420 is a cost-effective SIP telephone ideal for general office use including lobbies, classrooms and dorm rooms. The IP 420 has 2 line appearances, a backlit LCD screen, a half duplex speakerphone and an integrated Ethernet switch, allowing a network drop to be shared with a desktop PC. Features keys include: Transfer, Conference, Hold, Intercom, Redial (History), Voicemail, Options, Volume, Mute, Directory. Includes a headset jack with LED indicator.</p>	\$122.85	\$491.40
4	IP 420/420G Wall Mount Kit	\$29.00	\$116.00
3	<p>Connect ONSITE Courtesy license</p> <p>Includes Extension Only with no Connect client capability.</p>	\$64.35	\$193.05
1	<p>Connect ONSITE Essentials license bundle</p> <p>Includes Ext+Mbx, Connect desktop and mobile client with IM, collaboration, professional access, softphone and video. Also includes Web and App dialer licenses.</p>	\$129.35	\$129.35
70	<p>ShoreCare Partner Support (1 Year, No Phones) - Silver</p> <p>Adds the listed Mitel equipment and software to the customer's existing support plan under the same terms and conditions.</p>	\$0.85	\$59.50

Qty	Description	Unit Price	Ext. Price
1	High Touch Implementation Service Our training and configuration will result in a turn-key, ready to operate system, backed by our 100% satisfaction guarantee. We will begin with a customer design review meeting where we will interview you and your key staff to determine the ideal way to configure the Mitel system for your business. We will integrate the system with your local-area and wide-area data network. We will setup automated attendants for call answering with day, night and holiday modes. We will install Communicator on 1 PC and show the IT department how to install Communicator on the network. We will complete all the work listed in our Scope of Work standards and we will cut-over to the new system and test all programming. We will follow up with you and your key staff after installation, and at 30, 60 and 90 days past installation to verify the system installation fully meets your needs.	\$720.00	\$720.00
SubTotal			\$1,709.30
Marina			
1	Mitel Cordless Phone Starter Kit : IP930D DECT Phone The IP 930D delivers a comparable feature set to the IP230 in a cordless phone, including three line appearances, four function keys, three soft keys, and a 2.5 mm headset jack. One Base supports up to four handsets, and a single site or location can support up to a maximum of 40 handsets in the USA. Optional Repeaters extend the distance IP 930D users can roam from the Base but may reduce the total number of handsets that can be used in the same airspace.	\$389.35	\$389.35
5	Mitel Power Adapter for IP Phone - PoE - 10/100/1000 Mbit Ethernet with IEC-C5 cord	\$20.00	\$100.00
1	Connect ONSITE Courtesy license Includes Extension Only with no Connect client capability.	\$64.35	\$64.35
15	ShoreCare Partner Support (1 Year, No Phones) - Silver Adds the listed Mitel equipment and software to the customer's existing support plan under the same terms and conditions.	\$0.85	\$12.75
SubTotal			\$566.45
Misc			
2	In- Line Handset Amplifier with AC Power Cube	\$55.00	\$110.00
		SubTotal	\$14,116.35
		Sales Tax	\$0.00
		Shipping	\$0.00
		Total	\$14,116.35

All invoices/statements/bills shall be due when rendered. Any amounts remaining unpaid after thirty (30) days from the date of the invoices/statements/bills shall bear interest at the highest lawful rate from the date of the invoices/statements/bills, including postjudgment, until paid in full. In the event this account is referred to an attorney for collection, customer and customer's agent signing this invoice agree to pay all costs of collection and a reasonable attorneys' fee, through the appellate proceedings, regardless of whether suit is initiated, and including bankruptcy attorneys fees and costs should the customer and agent, or any one of them, file bankruptcy.

Approved By: _____

Order Date: _____

Please sign and print name

Exhibit "B"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 6, 2019

Agenda Item No.

Agenda Title: Discussion of Possible Ballot Language on the 2020 Municipal Election Regarding Taxation and the Repeal of Town Code Chapter 28 – Taxation Which Expires on March 9, 2019.

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

Approved by Town Manager [Signature] Date: 2-27-19

Vivian Mendez, Town Clerk

Table with 3 columns: Originating Department (Town Clerk), Costs/Funding Source, Attachments (Chapter 28 Taxation), Advertisized status, and notification requirements.

Summary Explanation/Background: At the February 20, 2019 Town Commission Meeting, Town Manager D'Agostino explained that Chapter 28 of the Town of Lake Park Code of Ordinances would expire on March 9, 2019.

The purpose of this agenda item is to discuss the desire (or not) to move forward with creating an Ordinance containing ballot language that would appear on the 2020 municipal election ballot asking the Town of Lake Park voters to decide if they would or would not want this exemption to be available to new or expanded businesses that qualify.

Recommended Motion: Discussion only, no action to be taken during this meeting.

ORDINANCE NO. 13-2010

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES TO CREATE A NEW ARTICLE V ENTITLED "ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS"; PROVIDING FOR SECTION 28-251, ENTITLED "TITLE"; PROVIDING FOR SECTION 28-252, ENTITLED "INTENT"; PROVIDING FOR SECTION 28-253, ENTITLED "DEFINITIONS"; PROVIDING FOR SECTION 28-254, ENTITLED "ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION ESTABLISHED"; PROVIDING FOR SECTION 28-255 ENTITLED "APPLICATION FOR EXEMPTION"; PROVIDING FOR SECTION 28-256, ENTITLED "CONSIDERATION OF APPLICATION"; PROVIDING FOR SECTION 28-257, ENTITLED "APPLICATION FEE"; PROVIDING FOR SECTION 28-258, ENTITLED "REVOCATION OF EXEMPTION; RECOVERY OF FUNDS"; PROVIDING FOR SECTION 28-259 ENTITLED "APPEALS"; PROVIDING FOR SECTION 28-260, ENTITLED "SURVIVAL"; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Article VII, Section 3, of the Constitution of the State of Florida and Florida Statutes §196.1995 empowers the municipality to grant economic development ad valorem tax exemptions provided the electors of the municipality, affirmatively vote in a referendum to authorize such exemptions; and

WHEREAS, in a referendum which was held on March 10, 2009, the electors of the Town authorized the Town Commission to grant economic development ad valorem tax exemptions provided a business qualifies for same and;

WHEREAS, It is the intent of the Town Commission by enacting this article to provide an incentive to those new or expanded businesses which, in accordance with the statute are eligible, and which would make a positive contribution to the economy of the Town by providing new jobs and improvements to real and personal property within the Town; and

WHEREAS, It is the intent of the Town Commission to promote the economy by creating jobs in the municipality in such a way so as not to disadvantage existing businesses while recognizing that productive competition assists in economic growth.

WHEREAS, the Town Commission desires to provide incentives to businesses of diverse industries which would have a positive impact on the economy of the Town; and

WHEREAS, the Town Commission declares that the provision of ad valorem tax exemptions pursuant to this article serves the public purpose of fostering economic growth in the Town which will benefit of the Town's residents and its business owners; and

WHEREAS, the Town Commission will consider applicants for exemptions in a rational, nondiscriminatory basis.

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

Section 1. The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

Section 2. Chapter 28, Article V, to be entitled "Economic Development Ad Valorem Tax Exemption" and Sections 28-251, 28-252, 28-253, 28-254, 28-255, 28-355, 28-256, 28-257, 28-258, 28-259, 28-260 and 28-262 of the Code of Ordinances of the Town of Lake Park, Florida are hereby created to read as follows:

ARTICLE V. ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION

Sec. 28-251. Title.

This article shall be known and cited as the "Economic Development Ad Valorem Tax Exemption Ordinance of Lake Park, Florida."

Sec. 28-252. Intent.

It is the intent of the Town Commission by enacting this article to provide an incentive which benefits a new business which agree to locate within the Town, or an existing business in the Town which expands, provided such business meets the statutory intent of Section 196.1995, F.S.

It is the intent of the Town Commission by enacting this article to promote the Town's economy by creating jobs in the Town.

It is the intent of the Town Commission by enacting this article to provide incentives to businesses of diverse industries which would have a positive impact on the Town's economy.

Sec. 28-253. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in current Florida Statutes and the Florida Administrative Code. Should any of these definitions contained in Florida Statutes, or the Florida Administrative Code be amended, the definitions herein shall be interpreted such that they conform to the amended definitions.

Applicant: Any person, firm, partnership, or corporation who files an application with the commission seeking an economic development ad valorem tax exemption.

Commission: The town commission of Lake Park, Florida.

Business: Any activity engaged in by any person, firm, partnership, corporation, or other business organization or entity, with the object of private or public gain, benefit, or advantage, either direct or indirect.

Department: The Florida Department of Revenue.

Enterprise zone: An area designated as an enterprise zone pursuant to F.S. 290.0065.

Expansion of an existing business: As defined in F.S. § 196.012(16), an expansion of an existing business means:

- (1) a. A business establishing 10 or more jobs in the Town which would employ 10 or more full-time employees, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
- b. A business establishing 25 or more jobs in the Town which would employ 25 or more full-time employees, the sales factor of which, as defined by F.S. § 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 50 % inside the Town for each year the exemption is claimed; or
- c. A business occupying office space in the Town which establishes 50 or more jobs employing 50 or more full-time employees; or
- d. Any business located in an enterprise zone (pursuant to F.S. § 290.0065) which creates new full-time jobs in accordance with the business disciplines identified above.

(2) The expansion of an existing business, including a business located in an enterprise zone, which increases operations on a site which is co-located with a commercial or industrial operation owned by the same business, and which results in a net increase in employment of not less than 10

% or an increase in productive output of not less than 10 %.

Goods: All personality when purchased primarily for personal, family, or household use, but not including personality sold for commercial or industrial use.

Improvements: Physical changes made to raw land, and structures placed on or under the land surface.

New business: As defined in F.S. § 196.012(15), a new business means:

- (1)
 - a. A business establishing 10% or more jobs to employ 10% or more full-time employees in the Town and which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
 - b. A business establishing 25 or more jobs and which employs 25 or more full-time employees in the Town, the sales factor of which, is defined by F.S. § 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 50% in the Town for each year the exemption is claimed; or
 - c. An office space in the Town which is leased or owned and used by a corporation newly domiciled in the Town; provided such office space houses 50 or more full-time employees of such corporation; or
 - d. Any business located in an enterprise zone (pursuant to F.S. § 290.0065) and creating new full-time jobs in accordance with the business disciplines identified above.
- (2) Any new business, including a business located in an enterprise zone, must first begin operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

Retail operation: A business regularly engaged in, and whose business consists to a substantial extent of, selling goods to a buyer, not principally for the purpose of resale.

Sales factor: As primarily defined in F.S. § 220.15(5), the sales factor is a fraction the numerator of which is the total sales of the taxpayer in this state during the taxable year or period and the denominator of which is the total sales of the taxpayer everywhere during the taxable year or period.

Sec. 28-254. Economic development ad valorem tax exemption established.

(a) Incentive. There is herein established an economic development ad valorem tax exemption (hereinafter the "exemption"). The exemption is a local option tax incentive for new or expanding businesses which may be granted or refused at the sole discretion of the commission.

(b) Ineligible improvements. The exemptions shall not accrue to improvements to real property made by or for the use of new or expanding businesses when such improvements have been included on the tax rolls prior to the effective date of the ordinance specifically granting a business an exemption as provided in subsection 28-257(g) herein.

(c) Eligible improvements. Any exemption granted by the Town may apply up to 100% of the assessed value of the improvements the business has made to real property for the use of by the business and all tangible personal property of such business, or up to 100% of the assessed value of all added improvements to real property made to facilitate the expansion of an existing business and of the net increase in all tangible personal property acquired to facilitate the expansion of an existing

business, provided that the improvements to real property are made or the tangible personal property is added or increased under either of the following two conditions:

(1) By January 1 of the year in which the application will be filed as provided in subsections 28-255(f)(1) and 28-257(g) herein; or

(2) After the effective date of the ordinance specifically granting a business an exemption as provided in subsections 28-255(f)(2) and 28-257(g) herein.

Property acquired to replace existing property shall not be considered to facilitate a business expansion.

(d) Exemption period. The exemption period may extend for up to 10 years from the date the commission adopts the ordinance granting an exemption.

(e) Land. No exemption shall be granted for the land upon which a new or an expanded businesses is located.

(f) Completed or planned improvements. A business may file an exemption under either of the following two conditions:

(1) Completed improvements. No exemption shall be granted to any existing building or an addition to an existing building unless such building or addition was completed within the 12 month period (January 1 to December 31) preceding the date of an application.

(2) Planned improvements. The only exception to subsection (1) above is when a business submits an application and the building or addition was not completed within the 12 month period preceding the date of the application and/or all tangible personal property improvements are not in the building or addition at the time of the filing of the application, but the application identifies all planned improvements, including the total estimated amount of such improvements, none of which can be changed or increased following the adoption of the ordinance granting the exemption.

(g) Retail. No exemption shall be granted to any retail business unless it otherwise qualifies for an exemption as set forth in this article.

(h) Taxes applicable. The exemption applies only to taxes levied by the Town. The exemption does not apply to taxes levied by a county, school district, or water management district, stormwater district, or other special taxing districts or to taxes levied for the payment of bonds or taxes authorized by a vote of the electors pursuant to Section 9 and Section 12, Article VII of the Florida Constitution.

(i) Business maintenance, annual report and annual exemption renewal application. The entitlement to an exemption for the period granted is conditioned upon:

(1) Business maintenance. The maintenance of the new business or the expansion of an existing business as defined in section 28-254 throughout the entire period of the exemption granted; and

(2) Annual report. The applicant shall annually submit to the commission a report which demonstrates that it remains eligible for the exemption. The report shall be submitted to the commission on or before March 1 for each year the exemption is in effect. The report shall be made in such form as prescribed by the Community Development Department. The Community Development Department shall provide the applicant with an annual report form no later than December 1.; and

(3) Annual renewal exemption application. The applicant shall submit an annual exemption renewal application and employee roster to the Property Appraiser on or before March 1 evidencing satisfaction of this condition. The renewal application shall be made in such form as prescribed by the Community Development Department.

(4) Continued performance. Any business granted an exemption shall furnish to the commission or

its designee, such information as the commission or its designee may reasonably deem necessary for the purpose of determining continued performance by the business of the conditions stated in this article and the representations made in the application process.

Sec. 28-255. Application for exemption.

(a) Application. Any eligible person, firm, partnership or corporation which desires an exemption shall file with the Town a written application on a form provided by the Community Development Department.

(b) Information required to evaluate the benefit to the Town. In order to evaluate the economic impact upon the town, the applicant shall, at a minimum, submit information regarding the following criteria:

- (1) The name and location of the new business or of an existing business which is proposing an expansion;
- (2) The name of the owner(s) of the eligible new or existing business;
- (3) A description of the improvements to the real property for which an exemption is requested and the date of the expected commencement of construction of such improvement;
- (4) A description of the tangible personal property for which an exemption is requested and the dates when such property was or is expected to be purchased;
- (5) Proof, to the satisfaction of the commission, that the applicant meets the criteria for a new business or for the expansion of an existing business as defined in section 28-253 hereof;
- (6) The current number of full-time/equivalent (FTE) and seasonal employees of the expanding business; the total number of FTE and seasonal jobs to be created and maintained by the new or expanding business, and the period (total number of years) needed to fill all of the new jobs;
- (7) The expected number of employees who will reside in the municipality;
- (8) The average annual wage of the new jobs, identifying the average annual salary with executives salaries included and with executives' salaries excluded;
- (9) A detailed description of the type of industry or business;
- (10) The environmental impact of the business;
- (11) The current and anticipated volume (in dollars) of business or production, and the percentage of total product sales outside of the municipality;
- (12) Whether relocation or expansion would occur without the exemption;
- (13) The cost and demand for services which are generated by the new business, or the expansion of the existing business;
- (14) The source of supplies (local or otherwise);
- (15) Whether the business will be/is located in a community redevelopment area and/or enterprise zone; and
- (16) The total length (number of years) of the exemption period being requested.
- (17) Other information deemed necessary by the Department to evaluate the applicant's economic impact upon the Town.

(c) Job creation and maintenance. In order to continue to be eligible for the exemption for the period the exemption has been granted, the business must commence the creation of full-time jobs within the period of the exemption and shall maintain those jobs created annually by the business throughout the period of exemption through its expiration. If a business requires time beyond the date of the expiration of the exemption to fulfill its representations regarding new jobs, and any

other criteria identified in the application and relied upon by the Town, the business may propose different terms which shall be reduced to a written agreement with the Town. The agreement will obligate the business to comply fully with those commitments.

(d) Community redevelopment agency. If a new business, or an existing business proposes an expansion in the Town's community redevelopment area, the community redevelopment agency shall be provided a copy of the application for its review and comment. The comments of the community redevelopment agency, if any, may be taken into consideration by the commission when deciding whether to grant an application. The comments of the community redevelopment agency may also be in the form of an objection to an application for an exemption..

(e) Filing deadline. Any applicant who is seeking an exemption shall file the application on or before March 1 of the year in which an exemption is requested.

(f) Review. Upon submittal of the application, the Department of Community Development shall provide an initial review within 10 business days of the applicant's submission of the application and shall notify the applicant of any deficiencies noted as part of its initial review.

(g) Agreement. A business will be required to enter into an agreement with the commission to ensure that the business will satisfy its job creation and maintenance obligations.

Sec. 28-256. Consideration of application.

(a) Action within ninety-day period. The commission shall consider all complete applications and may take action on an application, including the enactment of an ordinance to grant such applications as it determines to be eligible for an exemption, within 90 days of March 1. During this 90 day period, all interested agencies and parties shall have an opportunity to review and comment on any application under consideration for exemption..

(b) Eligibility threshold. The threshold for eligibility is whether the business meets the definition of a new business or for the expansion of an existing business as provided in section 28-253, and one which is not an ineligible business or industry as defined in subsection (d) herein below and subsection 28-255(g).

(c) Economic benefit. The next level to determine eligibility is the commission's consideration of the information in the application to determine whether the economic benefit test set forth in 28-255 of this Code has been met.

(d) Environmental. An existing business which is in violation of any federal, state, or Town law, rule or regulation governing environmental matters is not eligible for the exemption provided for herein.

(e) Property appraiser review. Before the commission takes action on an application, the commission shall deliver a copy of the application to the Palm Beach County Property Appraiser's review of the fiscal impact of the exemption, if granted. The Property Appraiser shall report to the commission the fiscal impact of granting the exemption Within 30 days

(f) Property appraiser report. The property appraiser's report shall include the following:

(1) The total revenue available to the Town for the current fiscal year from ad valorem tax sources or an estimate of such revenue if the actual total available revenue cannot be determined;

(2) The amount of revenue which would be lost to the Town for the current fiscal year for all exemptions previously granted, or an estimate of such revenue if the actual revenue lost cannot be determined;

(3) An estimate of the amount of revenue which would be lost to the municipality for the

current fiscal year if the exemption applied for was granted had the property for which the exemption is requested otherwise been subject to taxation; and

(4) A determination as to whether the property which is the subject of an application for exemption is to be incorporated into a new business or the expansion of an existing business, or into neither, which determination the property appraiser shall also affix to the face of the application. Upon request, the department will provide the property appraiser such information as it may have available to assist in making this determination.

(g) Ordinance. After consideration of the application and the report of the Property Appraiser, the commission may adopt an ordinance granting the exemption. If granted, the ordinance shall include the following information:

- (1) The name and address of the new business or the expansion of an existing business;
- (2) The name of the owner(s) of the new business or the expansion of an existing business;
- (3) The total amount of revenue available to the Town from ad valorem tax sources for the current fiscal year, the total amount of the revenue lost to the Town for the current fiscal year by virtue of exemptions currently in effect, and the estimated amount of revenue attributable to the exemption granted to the new or expanding business;
- (4) That the exemption expires on the 10 year anniversary date of the commission's enactment of the ordinance granting the exemption; and
- (5) A finding that the business meets the definition of a new business or an expansion of an existing business as set forth in section 28-253.

(h) Ownership. Any business granted an exemption shall inform the commission in writing within 10 days as to any changes in ownership of the business granted an exemption. The failure of a business which has been granted an exemption to notify the commission in writing of a change in ownership is cause for revocation of the ordinance granting the exemption.

(i) Precedent. No precedent shall be implied or inferred by the granting of an exemption to a new or expanding business. Applications for exemptions shall be considered by the commission on a case-by case basis for each application, after consideration of the application and the Property Appraiser's report on the application.

Sec. 28-257. Application fee.

A nonrefundable fee in the amount of \$1,000.00 plus any additional expenses incurred by the Town which may include attorney's fees, ordinance advertising requirements, etc. shall be charged for processing the economic development ad valorem tax exemption application and preparing, implementing, and monitoring any exemption ordinance adopted by the commission.

Sec. 28-258. Revocation of exemption; recovery of funds.

(a) Commission. Should any new business or expansion of an existing business fail to file the annual report with the commission on or before March 1 of each year the exemption has been granted as required in sections 28-255(i)(1) and (2), or fail to continue to meet the definition of a new business or an expansion of an existing business, and/or fail to fulfill any other representation made to the commission during the application process, including the creation and maintenance of the total number of new jobs identified by a business in the application (exhibit "A." not set out herein, but on file in the office of the municipality clerk), the commission may adopt an ordinance revoking the ad valorem tax exemption.

(b) Revocation. The revocation of an ordinance may occur for a business that fails to fulfill its obligations as provided for under the ordinance granting the business an exemption after the expiration of this article on March 9, 2019. The effective date for revocation of the exemption will be identified in the ordinance.

(c) Notification. Upon revocation, the commission shall immediately notify the property appraiser.

(d) Recover taxes. For any year that taxes may have been exempted and the commission finds that the business was not entitled to the exemption, such taxes may be recovered and the property appraiser will assist the commission to recover any taxes exempted.

(e) Property appraiser. Should any new business or expansion of an existing business fail to file the annual exemption renewal application with the property appraiser on or before March 1 of each year the exemption has been granted as required in subsections 28-255(i)(3) and in accordance with F.S. § 196.011(1)(a), or fail to continue to meet the definition of a new business or an expansion of an existing business, the property appraiser may deny the exemption in accordance with F.S. § 196.193(5).

(f) Reapply. Nothing herein shall prohibit a business from reapplying for an ad valorem tax exemption pursuant to state law.

Sec. 28-259. Appeals.

The decision of the Town Commission denying an exemption to a particular business is subject only to judicial review based upon the record of the hearing wherein the application was considered.

Sec. 28-260. Survival.

For purposes of enforcement and revocation, this article shall survive the expiration date of March 9, 2019.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance 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 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

THE PALM BEACH POST
Published Daily and Sunday
West Palm Beach, Palm Beach County, Florida

PROOF OF PUBLICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before the undersigned authority personally appeared **Janet Taylor Fisher**, who on oath says that she is **Call Center Supervisor** of The Palm Beach Post, a daily and Sunday newspaper, published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertising for a **Notice** in the matter **Ordinance 13-2010** was published in said newspaper in the issues of **December 26, 2010**. Affiant further says that the said The Post is a newspaper published at West Palm Beach, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she/he has neither paid nor promised any person, firm or corporation any discount rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Also published in Martin and St. Lucie Counties.



Sworn to and subscribed before 27th day of December, A.D. 2010.
Who is personally known to me.



NOTARY PUBLIC-STATE OF FLORIDA
 **Karen M. McLinton**
Commission # DD832672
Expires: NOV. 15, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

NO. 5728268
LEGAL NOTICE OF
PROPOSED ORDINANCE ADOPTION,
TOWN OF LAKE PARK
Please take notice that on Wednesday,
January 5, 2011 at 7:00 p.m. the Town
Commission of the Town of Lake Park,
Florida in a regular session to be held in
the Commission Chambers, Town Hall,
535 Park Avenue, Lake Park, Florida will
consider the following Ordinance on
second reading and proposed adop-
tion thereof:
ORDINANCE NO. 13-2010
AN ORDINANCE OF THE TOWN
COMMISSION OF THE TOWN OF
LAKE PARK, FLORIDA, AMENDING
CHAPTER 28 OF THE CODE OF ORDI-
NANCES TO CREATE A NEW ARTICLE
V ENTITLED "ECONOMIC DEVELOP-
MENT AD VALOREM TAX EXEMP-
TIONS"; PROVIDING FOR SECTION
28-251, ENTITLED "TITLE"; PROVID-
ING FOR SECTION 28-252, ENTITLED
"INTENT"; PROVIDING FOR SECTION
28-253, ENTITLED "DEFINITIONS";
PROVIDING FOR SECTION 28-254,
ENTITLED "ECONOMIC DEVELOP-
MENT AD VALOREM TAX EXEMPTION
ESTABLISHED"; PROVIDING FOR
SECTION 28-255 ENTITLED "APPLI-
CATION FOR EXEMPTION"; PROVIDING
FOR SECTION 28-256, ENTITLED
"CONSIDERATION OF APPLICATION";
PROVIDING FOR SECTION 28-257,
ENTITLED "APPLICATION FEE"; PRO-
VIDING FOR SECTION 28-258,
ENTITLED "REVOCAION OF EXEMP-
TION; RECOVERY OF FUNDS"; PRO-
VIDING FOR SECTION 28-259
ENTITLED "APPEALS"; PROVIDING
FOR SECTION 28-260, ENTITLED
"SURVIVAL"; PROVIDING FOR THE
REPEAL OF LAWS IN CONFLICT; PRO-
VIDING FOR CODIFICATION; AND
PROVIDING FOR AN EFFECTIVE DATE.
If a person decides to appeal any deci-
sion made by the Town Commission
with respect to any hearing, they will
need a record of the proceedings and
for such purpose may need to ensure
that a verbatim record of the proceed-
ings is made, which record includes the
testimony and evidence upon which the
appeal is to be based. For additional
information, please contact Vivian
Lemley, Town Clerk at 561-881-3311.
Jessica Shephard, Deputy Town Clerk
Town of Lake Park, Florida
PUB: The Palm Beach Post
December 26, 2010

Upon First Reading this 15 day of December, 2010, the foregoing Ordinance, was offered by Vice-Mayor Osterman, who moved its approval. The motion was seconded by Commissioner Rumsey and being put to a vote, the result was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	<u>/</u>	_____
VICE MAYOR PATRICIA OSTERMAN	<u>/</u>	_____
COMMISSIONER STEVEN HOCKMAN	<u>/</u>	_____
COMMISSIONER JEANINE LONGTIN	<u>/</u>	_____
COMMISSIONER KENDALL RUMSEY	<u>/</u>	_____

PUBLISHED IN THE PALM BEACH POST THIS 26 DAY OF December 2010

Upon Second Reading this 5 day of January, 2010, the foregoing Ordinance, was offered by Commissioner Hockman, who moved its adoption. The motion was seconded by Commissioner Rumsey and being put to a vote, the result was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	<u>/</u>	_____
VICE MAYOR PATRICIA OSTERMAN	<u>/</u>	_____
COMMISSIONER STEVEN HOCKMAN	<u>/</u>	_____
COMMISSIONER JEANINE LONGTIN	<u>Absent</u>	_____
COMMISSIONER KENDALL RUMSEY	<u>/</u>	_____

The Mayor thereupon declared Ordinance No. 13-2010 duly passed and adopted this 5 day of January, 2010.

TOWN OF LAKE PARK, FLORIDA

BY: Desca DuBois
Mayor, Desca DuBois

ATTEST:

Vin M. Lemley
Town Clerk, Vin M. Lemley

TOWN OF LAKE PARK
SEAL

Approved as to form and legal sufficiency:

Thomas J. Baird
Town Attorney, Thomas J. Baird

FLORIDA

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 20, 2019

Agenda Item No. *Tab 3*

Agenda Title: Resolution Authorizing the Mayor to Execute the Collaborative Agreement between Bridges /Children’s Home Society and the Town of Lake Park.

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

Approved by Town Manager *[Signature]* **Date: 2-22, 2019**

Karen Mahnk, Library Director
Name/Title

Originating Department: <p style="text-align: center;">LIBRARY</p>	Costs: \$ N/A Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: - Resolution No. <u>22</u> - 03-19 - Exhibit "A"- CHS/Bridges Collaborative Agreement
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 - KM OR Not applicable in this case - Please initial one.

Summary Explanation/Background:

The purpose of this agenda item is to authorize the Mayor to execute the Collaborative Agreement between The Children’s Home Society of Florida (CHS) and the Town of Lake Park that sets forth cooperation between the Town, the Town Library and Bridges at Lake Park. For approximately the past 5 years, Bridges at Lake Park, sponsored by CHS, has been providing a number of programs at the Library for both children and families as well as co-sponsoring with the Library a number of story times and other literacy activities for children and families. This Collaborative Agreement renews our earlier association.

Recommended Motion: I move to approve Resolution No. 22-03-19.

RESOLUTION NO. 22-03-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CHILDREN’S HOME SOCIETY OF FLORIDA AND THE TOWN OF LAKE PARK; 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 operates the Lake Park Public Library (“Library”) where it has provided The Children’s Home Society of Florida (“CHS”) through Bridges of Lake Park with a venue for many of its programs; and

WHEREAS, the Town has agreed to enter into a Memorandum of Agreement (“MOA”) with CHS through Bridges of Lake Park that provides for the Library to be a venue for some programs and joint programs . A copy of the MOA between the Town and CHS is attached hereto as Exhibit “A”.

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

- Section 1. The foregoing recitals are adopted as true and correct and are incorporated herein.
- Section 2. The Commission of the Town of Lake Park hereby authorizes the Mayor to execute the MOA on behalf of the Town, a copy which is attached hereto as **Exhibit “A”**.
- Section 3. This Resolution shall become effective immediately upon adoption.

EXHIBIT "A"



BRIDGES COLLABORATIVE AGREEMENT

Town of Lake Park Library (TLPL) and BRIDGES at Lake Park (BLP)

1. Purpose / Intent of Agreement:

TLPL and BLP agree to work towards our common agenda while embracing a collective impact framework. We intend to, continuously improve our process through ongoing quarterly service coordination meetings where we will share measurements and our results. We will seek to expand our collaborative efforts with other agencies and stakeholders who share our common agenda.

2. Mutually reinforcing activities, roles and responsibilities:

The following are the respective mutually agreed upon reinforcing activities, roles, and responsibilities each partner is committed to through this Agreement:

BRIDGES at Lake Park will:

- Will assist TLPL with raising awareness of its monthly events by encouraging families to participate in activities, disseminating information and placing at least one of TLPL activities on BLP monthly calendar.
- Assist TLPL with engaging Lake Park families in activities that support and strengthen literacy by facilitating a literacy activity once per month.
- Collaborate with TLPL on community events and activities when appropriate. Activities, include, but are not limited to the Holiday Tree Lighting, Easter Egg Hunt and Back to School Bash.
- Meet at signing and every six months in order to assess outcomes and/or adjust roles and responsibilities.

TLPL will:

- Work in collaboration with BLP to identify and meet the needs of families including assisting families with request forms to BRIDGES for services and/or navigations to local resources.
- Provide space at the Library for BLP to distribute information about its program and activities as well as facilitate the monthly family literacy activity.
- Assign a contact/representative from TLPL to ensure the lines of communication are open to address challenges and/or ideas to improve partnerships.
- Meet at signing and every six months in order to assess outcomes and/or adjust roles and responsibilities.

3. Terms and conditions

This Partnership shall become effective upon signature date of both parties will remain in effect indefinitely. Termination of this collaborative agreement is at will. BLP or TLPL may terminate this agreement at any time for any reason by giving five (5) business days written notice to the other Party. Annually, this agreement will be reviewed jointly by BLP and TLPL for effectiveness and may be amended if necessary. The annual review process will be documented in quarterly service coordination minutes.

5. Signatures.

Town of Lake Park Mayor

BRIDGES Director

Partner Representative

Name: _____

Name: Michael O'Rourke

Email: _____

Email: morourke@lakeparkflorida.gov

Phone: _____

Phone: (561) 881-3330

CONTACTS: (If other BRIDGES sites are included)

BRIDGES at _____:

BRIDGES at _____:

Name: _____

Name: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

BRIDGES at _____:

BRIDGES at _____:

Name: _____

Name: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

Partnering Agency: _____:

Partnering Agency: _____:

Name: _____

Name: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 20, 2019

Agenda Item No. Tab 4

Agenda Title: Resolution Authorizing the Mayor to Execute the Cooperative Agreement with SEFLIN and COALA member Libraries

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

Approved by Town Manager [Signature] Date: 2-22-2019
Karen Mahnk, Library Director

Table with 3 columns: Originating Department (LIBRARY), Costs/Funding Source, Attachments (Resolution No. 23-03-19, Exhibit A), Advertised status, and notification requirements.

Summary Explanation/Background:

This Resolution is required as part of the approval process for the signature of an updated Cooperative Agreement among the City of Boynton Beach, The Town of Lake Park, the Village of Palm Springs, Delray Beach Public Library Association and SEFLIN for the operation of a shared library automation system (OPAC).

The purpose of the updated agreement is to provide for the addition of Southeast Library Network (known as SEFLIN) to COALA. SEFLIN will manage installation, training, billing, transition of data and maintain the Cooperative's new Integrated Library System (ILS), KOHA for patron database and catalog (OPAC). This agenda item is requesting the Commission to authorize the Mayor to sign the Memorandum of Agreement between SEFLIN and the COALA libraries.

Recommended Motion: I move to approve Resolution No. 23-03-19.

RESOLUTION NO. 23-03-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING THE SIGNATURE OF AN UPDATED COOPERATIVE AGREEMENT BETWEEN COOPERATIVE MEMBER LIBRARIES TO INCLUDE THE TOWN OF LAKE PARK IN THE COOPERATIVE AUTOMATED SERVICES, PROVIDING THE REQUIRED ASSURANCES; AUTHORIZING THE MAYOR AND TOWN MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE TOWN.

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, in order to meet the requirements for membership in the Cooperative Authority for Library Automation (“COALA”), the Town Commission of the Town of Lake Park is required to approve the signature of the amended agreement and make the certifications provided herein;

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

Section 1. The foregoing recitals are adopted as true and correct findings of act by the Town Commission and are incorporated by reference herein. The Town of Lake Park, Florida is a political subdivision, eligible to participate as a member of COALA.

Section 2. Attached hereto is **Exhibit A**, five (5) true original copies of the amended agreement which now includes City of Boynton Beach, Delray Beach Public Library, Village of Palm Springs Library, Lake Park Public Library and the Southeast Florida Library Information Network (SEFLIN) that are hereby incorporated by reference and approved as part of this Resolution by the Town Commission of the Town of Lake Park.

Section 3. The Town Commission of the Town of Lake Park hereby authorizes the Mayor and Town Manager to execute signatures on behalf of the Town and its participation in the Cooperative.

Section 4. This Resolution shall become effective immediately upon adoption.

EXHIBIT "A"

Cooperative Agreement for COALA

This Cooperative Authority for Library Automation (COALA) Agreement (Agreement) is entered into between the following municipalities who operate libraries: the City of Boynton Beach, the Town of Lake Park, the Village of Palm Springs, the Delray Beach Public Library Association, a not-for-profit Corporation in partnership with the City of Delray Beach. (Referred to herein collectively as "the Parties" or "Libraries" and individually as "Library) and the Southeast Florida Library Information Network (SEFLIN) for the operation of a shared online catalog and automated library system.

WHEREAS, COALA is a library cooperative of three municipalities which operate public libraries: the City of Boynton Beach, the Town of Lake Park, the Village of Palm Springs, the Delray Beach Public Library Association, a not-for-profit Corporation in partnership with the City of Delray Beach, and Southeast Florida Library Information Network (SEFLIN).

WHEREAS, this collaboration leverages local funds to achieve operational efficiencies and savings for public libraries and will promote a more effective use of public resources;

WHEREAS, the use of a single, shared online catalog expands resource sharing and cooperative services among public libraries and delivers faster access to a greater number and variety of resources for library patrons;

NOW, THEREFORE, the Parties hereto, desiring to continue their commitment to COALA upon the terms set forth below, do hereby agree as follows:

I. Term

The service term shall be effective from April 1, 2019 to September 30, 2021. Upon completion of this term, the Parties shall notify SEFLIN in writing 90 days prior to the end of the Term of their intention to withdraw. The Payments will signify the Parties wish to renew the agreement into a new two-year term.

II. General Conditions

While the Library retains autonomy over its local operations, participation in COALA requires collaboration in developing common policies and shared decision making. For acceptance into and continuing participation in COALA, the Library shall adhere to the following conditions:

A. General Conditions

- 1) Provide in-person services to patrons of all COALA libraries;
- 2) Provide Library representation at COALA General Membership meetings;
- 3) Allow use of the Library's name in COALA official documents and informational sites;

B. Data Conditions

- 1) Input, maintain, and share bibliographic holdings with all COALA libraries;
- 2) Input newly acquired holdings;

- 3) Input, maintain, share, and keep patron records confidential according to applicable federal and State laws; including Florida Statute Title XVIII, Chapter 257, Section 261
- 4) Enter accurate information for all COALA transactions and statistics

C. Lending and Resource Sharing Conditions

Lend Library materials to patrons of COALA libraries. This does not preclude charging standard Interlibrary Loan (ILL) fees if the loan is transacted through ILL rather than in person;

III. Financial Responsibilities – SEFLIN

A. SEFLIN shall contract with Bywater Solutions to provide for the complete installation of the KOHA software, migrate all participating libraries' data, customize the OPACS, and provide unlimited support and annual hosting, and onsite training. SEFLIN shall present a budget to the participating libraries no later than January 15 of each of the years during the term. The operational budget shall be based on proportional contributions for each participant.

B. SEFLIN shall keep an accurate accounting of the financial responsibilities of each participant and the Libraries' compliance with the terms of this agreement, and each Libraries' compliance with its financial obligations. SEFLIN shall provide an annual report to each party evidencing the expenditures associated with this Agreement, and each Library's compliance with its financial obligations.

C. SEFLIN shall manage project administration for COALA. Project administration includes project oversight, project schedule development, vendor negotiations and contract administration, budget forecasting, migration management, development and maintenance of communications channels, and coordination of COALA Committees.

D. SEFLIN shall assist with first-line software support for COALA. First-line support may include providing remote and onsite assistance, training, and facilitating communications with second-level vendor support.

E. SEFLIN shall request SirsiDynix to extract all current COALA member records at no cost to COALA Libraries as per current contract section Pg. 3 of 8, section 2.10, Customer Data]. SirsiDynix shall only be obligated to provide to Customer extractable Customer data at no additional charge in a supported MARC and/or ASCII delimited format.”

IV. Financial Responsibilities – Participating Library

A. The Library shall fund its portion of shared ILS costs for base level access to the COALA ILS. Base level access includes access to and use of the COALA Integrated Library System (ILS) software, hardware maintenance, hardware administration, database administration, Standard Internet Protocol (SIP) services, software upgrades, second-level system support, integral components, and tools related to the statewide resource sharing distribution system.

B. Costs per Library shall be determined based upon a formula that considers the number participating libraries, the population size, and the number of bibliographic records held for each library.

With the current four libraries

2 libraries with service population over 50,000 – each library pays 37.5%

2 libraries with service population under 50,000 – each library pays 12.5%

C. Non-optional third-party services may be required to support the COALA ILS and may incur additional annual costs to the Library. Non-optional third-party services shall be agreed to by a two-thirds majority of all the Libraries and approved by SEFLIN's Program Manager. Written notification of the implementation of non-optional third-party services shall be given to all Libraries on or before October 1. The new service shall become effective October 1 of the following Federal Fiscal Year.

D. Optional third-party services that do not directly support COALA ILS maintenance may be added at the discretion of the Library. The Library shall not adopt optional third-party services that may adversely affect other COALA libraries.

V. Availability of Funds

All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purposes set forth and the Agreement shall automatically terminate if funds cease to be available.

VI. Withdrawal from COALA

A. The Library shall have the right to discontinue participation in COALA following notice before January 1 of the second year of the bi-annual term to SEFLIN and in accordance with this Agreement. The withdrawal shall be effective September 30 of the Federal Fiscal Year. Upon completion of withdrawal, this Agreement shall be considered terminated.

B. Notice shall be made only through written notice to the Executive Director of SEFLIN at the following address:

SEFLIN
777 Glades Road FAU - 452 – Wimberly Library
Boca Raton, FL 33431

C. In the event of withdrawal, a Library shall:

- 1) lose all rights and benefits to COALA services;
- 2) have their patrons withdrawn from COALA resource sharing, and delivery systems; have sole responsibility for replacement of all services provided through COALA and SEFLIN's subscription agreements;
- 3) have sole responsibility for notifying third party software vendors of the Library's effective date of withdrawal from COALA;
- 4) not receive a refund for any portion of annual subscription costs or third-party vendor costs paid by the Library as the effective date of withdrawal shall occur after completion of a full service year.

D. In the event of withdrawal, SEFLIN shall:

- 1) discontinue COALA funding and services for the Library on the designated termination date; and
- 2) Provide up to two (2) complete data export of the Library's patron, circulation and bibliographic holdings in extractable data in a supported MARC and/or ASCII delimited format." at no cost to the Library.

VII. Modification/Amendment of Agreement

This Agreement may be amended at any time upon written agreement of the Parties.

VIII. Effective Date; Amendment

A. This Agreement shall be effective upon final signature of the Parties. The Library and SEFLIN may, either by amendment to this Agreement or by approval of a new Agreement, extending the term for an additional two year term.

B. If the term of this Agreement is not extended and no successor agreement is executed prior to the expiration of the term this Agreement shall be terminated.

SIGNATURES:

SEFLIN

Name: _____
Jennifer Pratt, Director
SEFLIN

Town of Lake Park

Name: _____
Michael O'Rourke, Mayor
Town of Lake Park

Contact Information:

Southeast Florida Library Information Network
Jennifer S Pratt
Executive Director
777 Glades Road, FAU, 452 Wimberly Library
Boca Raton, FL 33431
561-208-0984 x229
jpratt@seflin.org

Town of Lake Park Public Library
Karen Mahnk, Director
529 Park Avenue
Lake Park, FL 33403
561 881-3330
kmahnk@lakeparkflorida.gov

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 20, 2019

Agenda Item No. *Tab 5*

Agenda Title: Resolution Authorizing the Mayor to execute the Library Services and Technology Grant (LSTA) Innovation Grant Agreement

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

Approved by Town Manager *[Signature]* Date: 2-22, 2019

Karen Mahnk, Library Director
Name/Title

Originating Department: <p style="text-align: center;">LIBRARY</p>	Costs: \$ N/A Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: - Resolution No. <i>24</i> -03-19 - Exhibit "A"- Notification of Of Grant Award - Exhibit "B" LSTA Innovation Grant Agreement
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>KM</u> Please initial one.

Summary Explanation/Background:

The Florida Division of Library and Information Services offered qualified Florida libraries a one-time Library Services and Technology Grant (LSTA) **Innovation Grant** to help Florida's public libraries purchase tangible items to support library innovation. The Lake Park Public Library was selected for a maximum of \$2875.12 with matching funds not required. This agenda item is requesting the Commission to authorize the Mayor to approve and sign the Grant Agreement.

Recommended Motion: I move to approve Resolution No. *24*-03-19.

RESOLUTION NO. 24-03-19

**A RESOLUTION OF THE COMMISSION OF THE
TOWN OF LAKE PARK, FLORIDA APPROVING
AND SIGNING INNOVATION GRANT AGREEMENT**

WHEREAS, in order to meet the requirements of the application for the Library Services and Technology Act Innovation Grant, the Town of Lake Park is required to approve and sign the Agreement attached hereto;

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 Town of Lake Park Public Library participates 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 5. The Florida Division of Library and Information Services offered qualified Florida libraries a one-time Library Services and Technology Act Innovation Grant to help Florida's public libraries purchase tangible items to support library innovation.
- Section 6. The Lake Park Public Library was selected for a maximum of \$2875.12 with matching funds not required. Attached hereto is Exhibit "A", Library Services and Technology Act Notification of Grant Award.
- Section 7. The Commission of the Town of Lake Park, Florida hereby authorizes the Mayor and Town Clerk to execute the Agreement for the Innovation Grant award.
- Section 8. Attached hereto is Exhibit "B", Library Services and Technology Act Innovation 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 9. This Resolution shall become effective immediately upon adoption.

**LIBRARY SERVICES AND TECHNOLOGY ACT
NOTIFICATION OF GRANT AWARD
Federal Fiscal Year 2018-19**

Recipient:
Lake Park Public Library
529 Park Avenue
Lake Park, Florida 33403
Karen Mahnk, Library Director

Project Start Date: December 19, 2018

Project End Date: September 30, 2019

PROJECT

<u>PROJECT</u>	<u>PROJECT #</u>	<u>CFDA #</u>	<u>AWARD</u>
2018-19 LSTA Innovation Grant	18-LSTA-D-14	45.310	\$2,875.12

TERMS AND CONDITIONS

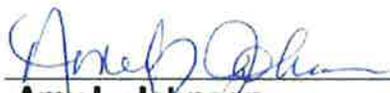
If there are any changes in the funding amount recommended and approved from amount proposed in your application, please complete and submit the following:

Change Request documenting: (a) change in funding level and (b) revision to budget and activities.

No grant payments may be requested until the grant agreement has been signed by both the Recipient and the Department of State. (See page 13 – *Get Your Project Started.*)

The grantee should use electronic funds transfer (EFT) to receive grant payments. (See pages 13 and 14 – *Get Your Project Started.*)

Grant recipients are required to credit LSTA funding from the Institute of Museum and Library Services and the Division of Library and Information Services. (See page 12 – *Get Your Project Started.*)



Amy L. Johnson
Director



Date

**Florida Department of State, Division of Library and Information Services
500 South Bronough Street, Tallahassee, Florida 32399-0250, 850.245.6630**

EXHIBIT "B"

PROJECT NUMBER 18-LSTA-D-14

**LIBRARY SERVICES AND TECHNOLOGY ACT 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 "Subgrantee."

The Subgrantee has met all eligibility requirements and has been awarded a Library Services and Technology Act Grant (CFDA 45.310) by the Division: grant number 18-LSTA-D-14 for the project "Innovation Grant" in the amount of \$2,875.12. Federal funds are provided through the Library Services and Technology Act under Florida's long-range plan approved by the Institute of Museum and Library Services. State of Florida authority for this grant has been appropriated in the FY 2018-2019 General Appropriations Act on line 3109. The Division, as administrator of federal funds in accordance with Section 257.12, *Florida Statutes*, has the authority to administer this grant. 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 "Innovation Grant," the public purpose for which these funds were awarded:

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

Purchase tangible item(s) that will support innovation in libraries. This may include the areas of STEM (Science, Technology, Engineering and Mathematics), STEAM (Science, Technology, Engineering, Art and Mathematics) or STREAM (Science, Technology, Reading, Engineering, Arts and Mathematics) programs.

All tasks associated with this project, as outlined in the Project Description (see Attachment A), will be performed by September 30, 2019.

b) The Subgrantee agrees to provide the following **Deliverable** related to the Scope of Work for payment to be awarded.

Payment 1:

1. The payment will be a fixed price in the amount of 100% of the grant award. Lake Park Public Library will have purchased the items as described in the Project Description (Attachment A) and the Project Budget (Attachment B) to support innovation in the library.

To document evidence of completion of the deliverable Lake Park Public Library will provide invoices for the items purchased.

- c) The Subgrantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and titled Attachment B). All expenditures for this agreement shall be in accordance with this budget.
2. **Length of Agreement.** This Agreement shall begin on December 19, 2018 and shall end September 30, 2019 unless terminated in accordance with the provisions of Section 38 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than 30 days prior to the termination date of this Agreement.
3. **Expenditure of Grant and Matching Funds.** The Subgrantee shall only obligate or expend grant or matching funds during the length of the agreement. No costs incurred after the ending date of the Agreement or other 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:

David Beach, Library Program Specialist
Florida Department of State
R.A. Gray Building
Mail Station #9D
500 South Bronough Street
Tallahassee, Florida 32399-0250
Phone: 850.245.6630
Facsimile: 850.245.6643
Email: david.beach@dos.myflorida.com

For the Subgrantee:

Karen Mahnk, Director
Lake Park Public Library
529 Park Avenue
Lake Park, Florida 33403
Phone: 561.881.3331
Email: kmahnk@lakeparkflorida.gov

5. **Grant Payments.** All grant payments are requested by submitting a Payment Request. Payment Requests and supporting documentation must be submitted on the DOS Grants System at dosgrants.com. The total grant award shall not exceed \$2,875.12 which shall be paid by the Division in consideration for the Subgrantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a) The payment will be 100% of the grant award. Payment will be made in accordance with the completion of the Deliverable.
6. **Electronic Payments.** The Subgrantee can choose to use electronic funds transfer (EFT) to receive grant payments. All Subgrantees 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-AI-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 Subgrantee's Florida Substitute Form W-9 must be submitted with the executed Agreement.**
8. **Changes to Project.** Should the Subgrantee wish to make changes to the outcomes, Scope of Work, equipment to be purchased, key personnel, expenditures or deliverables, the Subgrantee must request permission to revise the project. This is done by submitting a Change Request. Changes within a budget category that are more than ten percent (10%) of the award or that move funds from one budget category to another require submission of a Change Request. Approval must be obtained from the Division before the changes are implemented in the project. Approval will be granted for changes that are consistent with the intent of the approved application or prior Change Requests. Changes to the project must be requested using the Change Request in the DOS Grants System at dosgrants.com.

9. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by filing a Change Request with the Division. The Change Request must be submitted using the DOS Grants System at dosgrants.com. Changes that are agreed upon shall be valid only when amended in writing, signed by each of the parties and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, the grant award is subject to partial or complete refund to the State of Florida and this agreement is subject to termination.
10. **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*:
- a) The full amount of the payment will be withheld if Deliverable is not satisfactorily completed.
11. **Grant Reporting Requirements.** The Subgrantee must submit a Mid-Year Report on or by January 30, 2019. The Mid-Year report must be submitted using the DOS Grants System at dosgrants.com. At the completion of the project, the Subgrantee must submit a Final Report on or by November 1, 2019. The Final Report must be submitted using the DOS Grants System at dosgrants.com.
12. **Matching Funds.** If a project is awarded less than \$10,000 (\$0-\$9,999) in grant funds or is a statewide project administered by a local organization as part of a Division statewide program, no matching funds are required. All other projects must provide local matching funds that equal a minimum of one-third (1/3) of the amount of federal grant funds awarded. Upon request, the Division will waive the financial matching requirements on grants for libraries located in counties or communities with rural status in compliance with Sections 288.0656 and 288.06561, *Florida Statutes*.

In addition, the following are not allowed as matching expenditures:

- Other federal grant funds.
- Volunteer time.

13. **Grant Completion Deadline.** The grant completion deadline is **September 30, 2019**. The Grant Completion Deadline is the date by which all grant and matching funds have been expended in accordance with the work described in the Scope of Work as detailed in the Estimated Project Budget
14. **Acknowledgement of Grant Funding.** Both the Institute of Museum and Library Services (IMLS) and the Division require public acknowledgement of Library Services and Technology Act (LSTA) 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 an LSTA project must include an acknowledgment that LSTA funds were used to create them.

Use the following text:

“This project was funded under the provisions of the Library Services and Technology Act from the Institute of Museum and Library Services. Florida’s LSTA program is administered by the Department of State’s Division of Library and Information Services.”

15. Non-allowable Grant Expenditures. The Subgrantee 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 and federal guidelines for allowable project costs. State guidelines for allowable costs are 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. Federal guidelines for allowable costs can be found at gpo.gov/fdsys/pkg/CFR-2014-title2-voll1/pdf/CFR-2014-title2-voll1-part200-subpartE.pdf in 2 *CFR* Part 200, Subpart E – Cost Principles, incorporated by reference.

In addition, the following are not allowed as grant expenditures:

1. Construction. Funds may not be used to build, remodel or expand library facilities. However, they may be used to retrofit a building to accommodate technologies (e.g., wiring).
2. Audits. If the Subgrantee’s governing entity has received less than \$750,000 in federal funds, LSTA funds may not be used to cover audit costs.
3. Food. Although food may be served at a program being paid for with grant funds, the food may not be purchased with grant or matching funds.

16. 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*.

17. Equipment Purchased With Grant Funding. Before the Subgrantee can purchase any equipment with a purchase price of more than \$5,000 (per item), the Division must request approval from the Institute of Museum and Library Services. The Subgrantee will be notified once the approval has been obtained.

18. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Subgrantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Subgrantee. In addition, funds paid in excess of the amount to which the Subgrantee is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the Subgrantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state and federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of funds. For state funds, guidelines for allowable costs are outlined in the Department of Financial Services’ Reference Guide for State Expenditures (dated February 2011) (myfloridacfo.com/aadir/reference_guide), incorporated by reference. For federal funds, guidelines for allowable costs can be found in 2 *CFR* 2 Subpart E – Cost Principles.

- 19. 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: David Beach, 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, Subgrantee 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.
- 20. Single Audit Act.** Each Subgrantee, other than a Subgrantee that is a state agency, shall submit to an audit pursuant to the federal Single Audit Act, 2 Code of Federal Regulations Part 200, Subpart F – Audit Requirements (gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf), incorporated by reference. See Attachment C for additional information regarding this requirement. If a Subgrantee 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.
- 21. 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 through June 30, 2029. If any litigation or audit is initiated or claim made, the records shall be retained until June 30, 2029 or five fiscal years after the litigation, audit or claim has been completed and all issues arising from it have been resolved, whichever is later.
- 22. Obligation to Provide State Access to Grant Records.** The Subgrantee 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.
- 23. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Subgrantee refuses public access to all documents or other materials made or received by the Subgrantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Subgrantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 24. Noncompliance.** Any Subgrantee 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.

25. Accounting Requirements. The Subgrantee 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 Subgrantee'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 Subgrantee'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 Subgrantee'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).

26. Availability of Grant Funds. The State of Florida's performance and obligation to pay grant funds under any Agreement are contingent upon an annual appropriation by the Florida Legislature and upon an annual appropriation of the U.S. Congress. In the event that the state or federal 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 Subgrantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Subgrantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. Excluded or Disqualified. The Subgrantee certifies that to the best of the Subgrantee's knowledge and belief the Subgrantee and its principals:

- a) Are not presently excluded or disqualified (debarment, suspension and other responsibility matters);

- b) Have not been convicted within the preceding three years of any of the offenses listed in 45 *CFR* 1185.800(a), (gpo.gov/fdsys/pkg/CFR-2005-title45-vol3/pdf/CFR-2005-title45-vol3-part1185-subpartH.pdf) incorporated by reference, or had a civil judgment rendered against them for one of those offenses within that time period;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 45 *CFR* 1185.800(a) (gpo.gov/fdsys/pkg/CFR-2005-title45-vol3/pdf/CFR-2005-title45-vol3-part1185-subpartH.pdf), incorporated by reference; and
- d) Have not had one or more public transactions (federal, state or local) terminated within the preceding three years for cause or default.
- e) Will comply with 45 *CFR* Part 1185 Subpart C (Responsibilities of Participants Regarding Transactions) (gpo.gov/fdsys/pkg/CFR-2005-title45-vol3/pdf/CFR-2005-title45-vol3-part1185-subpartC.pdf), incorporated by reference, and will require similar compliance with Subpart C by persons at the next lower tier with whom the primary tier participant enters into covered transactions.

28. Drug-Free Workplace. The Subgrantee will provide or continue to provide a drug-free workplace by complying with the requirements in 45 *CFR*, Subtitle A, Subchapter A, Part 76, Subpart F, Drug Free Workplace Requirements (Grants) (gpo.gov/fdsys/pkg/CFR-1999-title45-vol1/pdf/CFR-1999-title45-vol1-part76-subpartF.pdf), incorporated by reference.

This includes making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either with this application, upon award, or in documents kept on file in the Subgrantee's office) all known workplaces under the award.

29. Lobbying. The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency. The Subgrantee will not use any grant funds for lobbying an officer or employee of any federal agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following federal actions:

- a) The awarding of any federal contract.
- b) The making of any federal grant.
- c) The making of any federal loan.
- d) The entering into of any cooperative agreement.
- e) The extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

30. Delinquent in Repayment of Federal Debt. The Subgrantee certifies that, to the best of the Subgrantee's knowledge and belief, the Subgrantee is not delinquent in the repayment of any federal debt.

31. Nondiscrimination. As required by the Civil Rights Act of 1964, (eoc.gov/laws/statutes/titlevii.cfm) incorporated by reference, the Rehabilitation Act of 1973 (uscode.house.gov/view.xhtml?path=/prelim@title29/chapter16/node332&edition=prelim), incorporated by reference, the Education Amendments of 1972 (uscode.house.gov/view.xhtml?path=/prelim@title20/chapter38&edition=prelim), incorporated by reference, and the Age Discrimination in Employment Act of 1975, as implemented by 45 *CFR* Part 1180.44 (uscode.house.gov/view.xhtml?path=/prelim@title42/chapter76&edition=prelim), incorporated by reference, the Subgrantee certifies that the Subgrantee will comply with the following nondiscrimination statutes and their implementing regulations:

- a) Title VII of the Civil Rights Act of 1964, as amended (42 *USC* § 2000 et seq.) (eoc.gov/laws/statutes/titlevii.cfm) incorporated by reference, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving federal financial assistance;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 *USC* § 701 et seq.) (uscode.house.gov/view.xhtml?path=/prelim@title29/chapter16/node332&edition=prelim), incorporated by reference, which prohibits discrimination on the basis of disability in federally-assisted programs;
- c) Title IX of the Education Amendments of 1972, as amended (20 *USC* §§ 1681-83, 1685-86), (uscode.house.gov/view.xhtml?path=/prelim@title20/chapter38&edition=prelim) incorporated by reference, which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and
- d) The Age Discrimination in Employment Act of 1975, as amended (42 *USC* § 6101 et seq.), (uscode.house.gov/view.xhtml?path=/prelim@title42/chapter76&edition=prelim) incorporated by reference, which prohibits discrimination on the basis of age in federally-assisted programs.

The Subgrantee shall insert a list of similar provisions in all subcontracts for services required by this agreement.

32. Copyright and License. When publications, films or similar materials are developed, directly or indirectly, from a program, project or activity supported with grant funds, Subgrantee (and any of its subcontractors, if applicable) shall grant the Department of State an irrevocable, royalty-free, non-transferable, non-exclusive right and license to reproduce or otherwise use, to make derivative works from, and to display and distribute any copyrighted material developed under this Agreement for any state governmental purpose. The Subgrantee also grants the federal awarding agency a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

- a) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
- b) Any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership with grant support.

The Subgrantee shall include the foregoing paragraph in all of its subcontracts.

- 33. Independent Contractor Status of Subgrantee.** The Subgrantee, 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 Subgrantee 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.
- 34. Subgrantee's Subcontractors.** The Subgrantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Subgrantee 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 Subgrantee's subcontract(s), and the Subgrantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Subgrantee 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.
- 35. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Subgrantee, its agents, servants or employees; nor may the Subgrantee exclude liability for its own acts, omissions to act or negligence to the Division.
- a) The Subgrantee 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 Subgrantee, its agents, servants, employees and subcontractors. The Subgrantee 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 Subgrantee 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 Subgrantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Subgrantee 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 Subgrantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Subgrantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- 36. Strict Compliance with Laws.** The Subgrantee 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 24, Noncompliance.
- 37. 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 Subgrantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 38. Termination of Agreement.** The Division will terminate or end this Agreement if the Subgrantee fails to fulfill its obligations herein. In such event, the Division will provide the Subgrantee a notice of its violation by letter and shall give the Subgrantee 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 Subgrantee'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 Subgrantee 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.
- 39. 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.
- 40. Non-Assignment of Agreement.** The Subgrantee 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 Subgrantee's obligations, the Subgrantee 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.

- 41. Required Procurement Procedures for Obtaining Goods and Services.** The Subgrantee 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 Subgrantee 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 Subgrantee'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.
- 42. Conflicts of Interest.** The Subgrantee 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 Subgrantee 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.
- 43. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Subgrantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 44. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Subgrantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a)), incorporated by reference. If the Subgrantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 45. 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.
- 46. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501 through 553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov), incorporated by reference.

47. 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.

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

- a) This Agreement;
- b) Project Description (Attachment A);
- c) Estimated Project Budget (Attachment B); and
- d) Florida Single Audit Act Requirements (Attachment C).

In acknowledgment of Project Number 18-LSTA-D-14, provided for from funds appropriated in the FY 2018-19 General Appropriation Act in the amount of \$2,875.12, the Subgrantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Subgrantee:

By: _____
Authorized Official for the Subgrantee

Typed name and title

Date

Witness

Date

Department of State:

By: _____

Typed name and title

Date

Witness

Date

ATTACHMENT A

Project Description

(The project description below was extracted from the original application submitted in October 2018.)

The library will purchase tangible item(s) that will support innovation in libraries by expanding services for learning and access to information and educational resources for individuals of all ages. This may include, but not be limited to, the areas of STEM (Science, Technology, Engineering and Mathematics), STEAM (Science, Technology, Engineering, Art and Mathematics) or STREAM (Science, Technology, Reading, Engineering, Arts and Mathematics) programs.

The library will purchase an interactive white board, projector, a whiteboard capture system, and two connectivity ready tables that will be used to equip the library's main meeting room. This will support technology and allow the library to provide instructional programs focusing on technology and education to the public on topics such as social media, Internet safety, navigation, coding and library based resources.

ATTACHMENT B

Estimated Project Budget

LSTA Innovation Grant Budget

Library Materials

Specify	LSTA Request	Local Match
Total Library Materials	\$0	\$0

Supplies

Specify	LSTA Request	Local Match
	\$0	\$0

Equipment

Specify	LSTA Request	Local Match
Interactive White Board	\$1,000	
Short Throw Interactive Projector		\$2,100
Kaptive Whiteboard Capture System	\$995	
Total Equipment	\$1,995	\$2,100

Other

Specify	LSTA Request	Local Match
Two connectivity ready tables	\$880.12	
Six chairs		\$900
Total Other	\$880.12	\$900
Total Funding Request	\$2,875.12	\$3,000

ATTACHMENT C

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 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:

Florida Department of State, Library Services and Technology Act Grant, CFDA Number 45.310. Award amount: \$2,875.12

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

Code of Federal Regulations, Title 2 Grants and Agreements, Revised January 1, 2014 (2 CFR 2)

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

If a project requests less than \$10,000 (\$0-\$9,999) in grant funds, no matching funds are required. All other projects must provide local matching funds that equal a minimum of one-third (1/3) of the amount of federal funds requested or awarded. A library in a county or community with rural status may request a waiver of the match requirements at the time of the grant application in compliance with Section 288.06561, *Florida Statutes*. Statewide projects coordinated by the Division may have the matching requirement waived.

Local matching funds may be in-kind or cash contributions. Expenditure of funds by partners on project-related activities may be used as match. The expenditures must be documented and reported. Local matching funds may not be used on more than one project. Matching funds must be related specifically to the project. Matching fund expenditures may only be made during the project period. Funds expended before or after the project period may not be used as match.

The following may not be used as match for grants: Other federal grant funds, volunteer time.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Not applicable

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

Not applicable

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 20, 2019

Agenda Item No. Tab 6

Agenda Title: Approval of the Renewal of the Towing Contract with Priority Towing, Inc.

- Special Presentation/Reports [x] Consent Agenda
Board Appointment [] Old Business
Public Hearing Ordinance on First Reading []
New Business []
Other: []

Approved by Town Manager [Signature] Date: 3-13-19
[Signature] DOCKMASTER

Name/Title

Table with 3 columns: Originating Department (Lake Park Harbor Marina), Costs (\$ -0-), Attachments (Resolution 25-03-19), Advertised (Not Required), and notification status (Yes I have notified everyone BMT).

Summary Explanation/Background:

At its April 4, 2018 meeting, the Town Commission approved Resolution 18-04-18 for the award to Priority Towing, Inc. of the contract for the provision of towing services to the Town of Lake Park ("Contract"). Such contract is due to expire on April 4, 2019.

Section 6 entitled "Contract Term" of the Contract states as follows: This Contract may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer, specifying the renewal price for the contractual service as set forth in the proposal; specifying that costs for the renewal may not be charged; and, specifying that renewals are contingent upon satisfactory performance evaluations conducted by the Town and subject to the availability of funds. Based upon the satisfactory performance of the Contract by Priority Towing, Inc. during the first Contract year, and because funds are available for the renewal of this Contract, staff is recommending that this Contract be renewed for a two (2) year term commencing on April 4, 2019 and ending on April 4, 2021 subject to the same pricing schedule submitted by Priority Towing, Inc. as part of its response to the Town's Request for Proposals No. 101-2018. A copy of such pricing schedule is attached.

No costs shall be charged for the renewal of this Contract.

Approve Resolution 25-03-19,

Recommended Motion: I hereby move to authorize staff to send a letter to Priority Towing, Inc. to renew for a period of two (2) years the contract with Priority Towing, Inc. for the provision of towing services to the Town of Lake Park.

RESOLUTION NO. 25-03-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE RENEWAL CONTRACT FOR TOWING SERVICES TO PRIORITY TOWING INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town solicited proposals for the provision of towing services to the Town of Lake Park and awarded Priority Towing, Inc. on April 4, 2018 when the Town Commission approved Resolution 18-04-18 ; and

WHEREAS, section 6 entitled "Contract Term" of the contract states that the contract may be renewed for a period that may not exceed three (3) years or the term of the original contract; and

WHEREAS, the Town staff recommends the contract be renewed for a two (2) year term commencing on April 4, 2019 and ending on April 4, 2021 with Priority Towing Inc.

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 and directs the Mayor to execute the Contract renewal for the provision of towing services between the Town of Lake Park and Priority Towing Inc., a copy of which is attached hereto and incorporated herein as **Exhibit A.**

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

CONTRACT

THIS CONTRACT is hereby made and entered into this 4 day of April, 2018, by and between the Town of Lake Park, a Florida municipal corporation ("Town"), whose address is 535 Park Avenue, Lake Park, Florida 33403, and Priority Towing Inc., a Florida corporation (hereafter referred to as "Contractor"), whose address is 7153 Southern Boulevard, West Palm Beach, Florida 33413.

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

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

WHEREAS, the Town previously determined that there is a need for towing services within the Town; and

WHEREAS, the Town solicited via a Request for Proposals (RFP) for companies to provide towing services in the Town; and

WHEREAS, in its proposal the Contractor represented that it is qualified, able and willing to satisfactorily provide the towing services solicited in the Town's RFP; and

WHEREAS, the Town determined that the Contractor was the lowest responsible and responsive bidder and is qualified and able to provide the towing services solicited by the Town; and

WHEREAS, the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Contract; and

WHEREAS, the Town has selected the Contractor to provide the towing services solicited pursuant to the Town's Request for Proposals No. 101-2018 and based upon the Contractor's response to this Proposal.

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

1. INCORPORATION OF REQUEST FOR PROPOSALS AND RESPONSE

The terms and conditions of this Contract shall include and incorporate the terms, conditions, and specifications set forth in the Town's Request for Proposals No. 101-2018, and the Contractor's response to the Request for Proposals.

2. DESCRIPTION OF SERVICES

The Contractor shall perform the services in accordance with the Town's Request for Proposals, and the Contractor's response thereto, both of which are incorporated herein by reference.

3. COMPENSATION

The Town shall pay to the Contractor, in accordance with the Pricing Schedule attached hereto and incorporated herein.

4. NOTICES

All notices or other written communications required, contemplated, or permitted under this Contract shall be in writing and shall be hand delivered, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the Town: John O. D'Agostino
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

- ii. With a copy to: Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
Attn: Finance Director

- iii. As to the Contractor: Aaron Cocuzzo
President
Priority Towing Inc.
7153 Southern Boulevard
West Palm Beach, Florida 33413

5. PUBLIC RECORDS

With respect to public records, the Contractor shall:

- 5.1 Keep and maintain public records required by the Town associated with its services.
- 5.2 Upon the request of the Town, provide any requested public records.

- 5.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records which are part of this Contract to the Town.
- 5.4 Upon the completion of the term of the Contract, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Contract. If the Contractor transfers all public records to the Town upon completion of the term of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Contract, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
- 5.5 If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Contract, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

6. INDEMNIFICATION, INSURANCE, AND LICENSE REQUIREMENTS

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

- 6.1 Workers' compensation insurance for all employees of the Contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the Contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.
- 6.2 The Contractor shall maintain a Commercial General Liability Policy on an Occurrence Form with the following limits:
\$1,000,000.00 Each occurrence (Bodily Injury and Property Damage)
\$1,000,000.00 Products/Completed Operations Aggregate
\$5,000,000.00 General Aggregate
\$1,000,000.00 Personal and Advertising Injury
\$500,000.00 Damage to Premises Rented to You

The Town shall be included as an additional named insured under the Contractor's Commercial General Liability policy, and a waiver of subrogation against the Town shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein

identified shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the bid documents demonstrating the required coverages shall be submitted with the bidders' bid documents. All policies shall provide a 30 day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies. All certificates of insurance shall be subject to the Town's verification and approval as part of the Town's evaluation of the bid or proposal. The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

6. CONTRACT TERM

This term of this Contract shall be from the effective date through April 4, 2019, unless terminated earlier in accordance with terms set forth herein. This Contract may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer, specifying the renewal price for the contractual service as set forth in the proposal; specifying that costs for the renewal may not be charged; and, specifying that renewals are contingent upon satisfactory performance evaluations conducted by the Town and subject to the availability of funds.

7. TERMINATION

- 7.1 The Town may terminate the Contract for convenience, or without cause upon providing Contractor with at least 30 days prior written notice.
- 7.2 Should either party fail to perform any of its obligations under this Contract for a period of 30 days after receipt of written notice of such failure, the non-defaulting party shall have the right to terminate the Contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.
- 7.3 If the Town elects to terminate the Contract during the initial term, then in that event, and, subsequent to the termination, the Town may seek the services of the next-lowest bidder, or that bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

8. DRUG FREE WORKPLACE CERTIFICATION

In compliance with Florida Statute, Section 287.087, the 'Drug Free Workplace Certification' the Contractor shall, prior to the commencement of the repairs pursuant to this Contract, execute the form attached hereto as part of Exhibit B, and it shall thereafter be deemed to be included as part of this Contract.

9. GOVERNING LAW/VENUE

This Contract shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Contract shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.

10. ATTORNEY FEES

If either party is required to initiate a legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. ENTIRE AGREEMENT

This Contract embodies the entire Contract and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous agreement and understandings oral or written, relating to said subject matter.

12. AMENDMENTS

This Contract may only be modified by written amendment executed by the Town and the Contractor.

IN WITNESS WHEREOF, the parties hereto have made and execute this Contract as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: 
Vivian Mendez, Town Clerk

By: 
Michael O'Rourke, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Thomas J. Baird, Town Attorney

PRIORITY TOWING, INC.

By: 
Aaron Cocuzzo, President

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RFP NO.101-2018
Proposal for Towing Services, Town of Lake Park

PRICING SCHEDULE

PRICES AND RATES

The Offeror shall indicate in the spaces provided, the firm and fixed prices and rates offered to the Town for the goods and/or services described below.

ITEM	SERVICES	NON TOWN-OWNED VEHICLES/EQUIPMENT	TOWN-OWNED VEHICLES/EQUIPMENT
1.	CLASS "A" Cars and Trucks up to 10,000 GVW	\$125.00 each	\$0.00 each
1 a.	Mileage Charge outside Town limits	\$5.00 per mile	\$0.00 per mile
2.	Motorcycles (including trailer)	\$125.00 each	\$0.00 each
2a.	Mileage Charge outside Town limits	\$5.00 per mile	\$0.00 per mile
3.	CLASS "B" Trucks from 10,000 - 25,000 GVW	\$175.00 each	\$0.00 each
3a.	Mileage Charge outside Town limits	\$6.00 per mile	\$0.00 per mile
4.	CLASS "C" Trucks over 25,000 GVW	\$250.00 each	\$0.00 each
4a.	Mileage Charge outside Town limits	\$7.00 per mile	\$0.00 per mile
5.	48' Lowboy Service	\$275.00 each	\$0.00 each
5a.	Mileage Charge outside Town limits	\$7.00 per mile	\$0.00 per mile
6.	Dollies or Flatbed (additional)	\$25.00 each	\$0.00 each
6a.	Mileage Charge outside Town limits	\$5.00 per mile	\$0.00 per mile
TOTALS		\$1,010	\$0.00

RESOLUTION NO. 18-04-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CONTRACT FOR TOWING SERVICES TO PRIORITY TOWING INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town solicited proposals for the provision of towing services to the Town of Lake Park; and

WHEREAS, the Town complied with the requirements of its Code and Florida Statutes pertaining to the competitive solicitation of products and commodities; and

WHEREAS, the Town staff recommends the award of the Contract for the provision of towing services to Priority Towing Inc.

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 and directs the Mayor to execute the Contract for the provision of towing services between the Town of Lake Park and Priority Towing Inc., a copy of which is attached hereto and incorporated herein as **Exhibit A**.

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

The foregoing Resolution was offered by Commissioner Richard who moved its adoption. The motion was seconded by Commissioner Lynch 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. 18-04-18 duly passed and adopted this 4 day of April, 2018.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

(TOWN SEAL)

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

Board Membership

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 20, 2019

Agenda Item No. *Tab 7*

Agenda Title: Nomination of Martin Schneider for Re-Appointment to the Planning & Zoning Board as a regular member.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* **Date:** *3-8-19*

Vivian Mendez, Town Clerk, CMC
Name/Title

Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • Nomination by Vice-Mayor Glas-Castro. • Town Board Volunteer Memo • Board Membership Application
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>VM</i> Please initial one.

Summary Explanation/Background: The Town Clerk's Office received a Board Application for membership on the Planning & Zoning Board. There are five (5) regular membership positions on the Planning & Zoning Board. The two (2) alternate membership positions are available on the Planning & Zoning Board.

Vice-Mayor Glas-Castro nominated Martin Schneider for re-appointment to the Planning & Zoning Board as a regular member.

Recommended Motion: In order for the nomination to go forward, there must be a second to the nomination and a majority vote of the Commission for the nominee at the Commission meeting.

Vivian Mendez

From: Kim Glas-Castro
Sent: Monday, March 4, 2019 9:15 PM
To: Vivian Mendez
Subject: Re: Town Board Volunteer Application

I nominate Mr. Schneider for re-appointment.

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

On Mar 4, 2019, at 3:11 PM, Vivian Mendez <vmendez@lakeparkflorida.gov> wrote:

Good afternoon Mayor, Vice-Mayor, and Commissioners,

The Town Clerk's Office has reviewed the membership roster and has reached out to the Planning & Zoning Board members that membership will expire as of May 1, 2019. Mr. Martin Schneider has responded indicating his interest in being re-appointed to the Board.

If a member of the Commission would like to nominate Mr. Schneider for re-appointment to the Planning & Zoning Board, please respond to this email. We will then move the application with nomination forward to a future Commission Meeting agenda.

Thank you in advance for your time and attention to this email.

Sincerely,

Vivian Mendez, CMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
561-881-3311
561-881-3314 (fax)
vmendez@lakeparkflorida.gov

* Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your email communications are therefore subject to public disclosure. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity, instead contact this office by phone. Florida State Statute Section 668.6076.

<volunteer applicant for Planning & Zoning Board March 2019.pdf>



Office of the
Town Clerk

March 4, 2019

Commission-appointed Board Volunteer List:

On August 21, 2013 the Town Commission adopted Ordinance No. 10-2013 Board Nomination Process, which modified the self appointed process for filling vacancies on Commission-appointed boards.

In section 2-2112 (i) "Nomination for action on vacancies" states that the clerk shall prepare a list of volunteers, including members seeking reappointments. Below is the list of volunteers for Commission-appointed boards.

Re-Appointment:

Martin Schneider has re-applied for membership on the Planning & Zoning Board. He currently serves as a regular member. The Planning & Zoning Board has five (5) regular membership positions, with two (2) alternate positions currently available.

A nomination to fill a vacancy may be made by any member of the Commission. For a nominee to be appointed or reappointed there must be a second and majority vote of the Commission at a future Commission Meeting.

If you have any questions regarding the volunteer list please contact me.

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3311
Fax: (561) 881-3314

www.lakeparkflorida.gov

Martin A. Schneider, AICP

(561) 317-0809
mschneid44@gmail.com

632 Park Avenue
Lake Park, FL 33403

Professional Planner and Project Manager with over 25 years experience working with South Florida municipalities on a variety of contemporary planning issues with emphasis on current and long-range planning, development review and compliance, economic development and redevelopment, green initiatives, workforce housing, and public outreach/consensus building.

- Managed staff, budgets, timelines, and production for a wide-range of municipal planning projects.
 - Promoted creative planning concepts and solutions to city councils, planning boards, city staff, reviewing agencies, and skeptical members of the public.
 - Directed numerous stakeholder participation projects - developed vision plans, neighborhood master plans, comprehensive plans, and code amendments.
 - Coordinated with department heads, business owners, and residents to streamline and process development applications, business licensing, and code compliance issues.
-

PROFESSIONAL EXPERIENCE

Principal Planner/Project Manager

- Project inagement for Iler Planning, including supervising staff, producing and reviewing documents, estimating and tracking staff hours, and maintaining budgets for: Town of Davie Visioning and EAR-based amendments; City of Titusville Visioning and EAR; City of Cape Coral planning projects; and City of Miami Gardens land development regulations.
- Supervision of development review, land development code and comprehensive plan amendments, EAR preparation, annexation studies, neighborhood master plans, and other ongoing planning services for the City of Homestead. (Interim Planning Director for the City of Homestead, May - August 2005)
- Promotion of innovative planning projects to city councils and planning boards.
- Coordination of Request for Proposals responses, including shortlist presentations, production of proposals, and calculating project cost estimates.
- Facilitation of community visioning workshops and production of master plans, code revisions, and comprehensive plan elements for client cities.

Municipal Planner

Various planning positions with four South Florida municipalities (Town of Jupiter, City of Palm Beach Gardens, City of Coral Springs, and City of Hollywood)

- Management of development applications from initial submission through final adoption and final zoning inspection including: assisting applicants; coordinating interdepartmental review; writing staff reports, presenting findings to city councils and planning boards; drafting development order conditions, resolutions, and ordinances; and zoning compliance inspections.
- Direction of city-initiated land development regulation and comprehensive plan amendments from inception through adoption.
- Administration of neighborhood partnership program including: writing commission memos, contracts, and license agreements; facilitating neighborhood meetings; and monitoring projects implemented through neighborhood grants.

Martin A. Schneider, AICP

(561) 317-0809
mschneid44@gmail.com

632 Park Avenue
Lake Park, FL 33403

- Coordination with Code Enforcement, Building Department, Business Services, and members of the business community and general public on code compliance, development review, zoning determination, and other planning and development issues.
- Management of traffic calming program including: coordinating with residents, police, and engineering consultants, analyzing traffic speed and volume studies, and facilitating traffic management team and neighborhood meetings.
- Facilitation of Coral Springs' annual "Slice of the Springs" community meetings from inception through implementation involving city department heads, residential and business communities, and the City Commission.
- Development of a neighborhood vitality index analyzed through: crime statistics, property values, code enforcement violations, building permits issued, and other indicators.

EMPLOYMENT HISTORY

- 2012 - present Town of Jupiter, Jupiter, FL
Senior Planner
- 2009 - 2011 City of Palm Beach Gardens, Palm Beach Gardens, FL
Planner
- 2004 - 2008 Iler Planning Group, Palm Beach Gardens, FL (Now: Iler Planning, Jupiter, FL)
Principal Planner/Project Manager
- 2001 - 2004 City of Coral Springs, Community Development Division, Coral Springs, FL
Neighborhood Planning Analyst
- 1999 - 2001 City of Hollywood, Community Planning Division, Hollywood, FL
Associate Planner
- 1988 - 1999 FAU/FIU Joint Center for Environmental and Urban Problems, Fort Lauderdale, FL (Now: FAU Center for Urban and Environmental Solutions)
Researcher

EDUCATION

- 1997 M.A., Urban Geography, Florida Atlantic University, Boca Raton, FL
- 1986 B.A., English, Florida Atlantic University, Boca Raton, FL

PROFESSIONAL AFFILIATIONS

- **Certifications** American Institute of Certified Planners (AICP), 1997 - present
Leadership in Energy and Environmental Design (LEED) Green Associate, 2011 - 2012
- **Memberships** American Planning Association (National and State Chapters)
Palm Beach County Planning Congress
- Board Member, Town of Lake Park Planning and Zoning Board, 2014 - present
- Special Affairs Coordinator, American Planning Association of Broward County, 2001-2002
- Board Member, Downtown Ft. Lauderdale Transportation Management Association, 1993-1999

PUBLICATIONS AND PRESENTATIONS

- Presented: "Challenges in Creating Community Indicators," with Lorraine Tappen, 2002 FAPA Conference in Key West.
- Published: Three articles on growth management, environmental issues, development regulations and community design in FAU's *Environmental and Urban Problems*.

Old Business

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 20, 2019

Agenda Item No. *Tab 8*

Agenda Title: Northern Drive Traffic Calming – Discussion of Initial Bidding Results and Direction on How to Proceed Towards Implementation (Asphalt versus Concrete Alternate Option).

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

Approved by Town Manager *[Signature]* Date: *3-8-19*

3/5/19
Richard Scherle / Public Works Director

Originating Department: Public Works	Costs: \$19,410.00 for asphalt speed tables. Funding Source: Improvements - Roads Acct. 190-63020 <input type="checkbox"/> Finance <u><i>[Signature]</i></u>	List of Exhibits: 1. Written Quotes from: -JW Cheatham -All County Paving -Harddrives 2. T.M. MEMO
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><i>[Signature]</i></u> Please initial one.

Summary Explanation/Background:

On January 19, 2019, a public workshop was held to discuss three distinct traffic calming options for Northern Drive. Out of the three options presented at the workshop, there was consensus for the installation of three speed tables. While the specific option discussed and agreed upon was for the provision of asphalt speed tables, there was further discussion about possibly having the speed tables constructed of decorative stamped concrete.

Promptly following the workshop, our traffic engineers completed design work for speed tables and provided staff with the final project specifications. Public Works used these designs and specifications to solicit written quotes from six (6) paving contractors, and included the stamped concrete option as a bidding alternate so that we could compare pricing and determine whether to proceed with asphalt or the stamped concrete alternate option.

Out of the six (6) contractors we have contacted, only three have responded (see attached for copies of all written quotes)). Of these three, no contractor has provided a quote for the stamped concrete alternate option. One of the contractors who did provide a quote on the asphalt option, refused to provide a quote on the stamped concrete alternate specifically because the firm said the price would be three (3) times higher than the cost of asphalt. A second firm refused to quote the alternate specifically because of the cost. The low bidder for the asphalt option is from the firm of JW Cheatham at a cost of \$19,401.00 (for three asphalt speed tables, including pavement markings and signage).

The problem:

1. Staff has identified approximately \$24,000 in available funding for the project (i.e., CEMEX road repair reimbursement funding). These funds would be enough to cover the installation of the asphalt option, but not a stamped concrete option.
2. Because the stamped concrete option will cost over \$25,000, if the desire is to go this route as opposed to asphalt, Public Works will need to assemble a sealed public solicitation due to our low \$25,000 threshold as established in our purchasing ordinance. Also, additional funding would need to be identified and allocated to the project.

Staff recommendation for consideration:

1. Based on the availability of funding, the urgency of this project, and the possibility of installing these traffic calming features in other areas of Town, the asphalt option is clearly the best option. First, because of the low bid for Northern Drive of \$19,401.00, a sealed public solicitation would not be required per the Town's purchasing ordinance (and thus, the project would avoid a 2 month delay while the solicitation process is worked). Public Works could implement the asphalt option much sooner and funds are available today to do it. Also, the asphalt option is far more economical which could have implications for the Town as it possibly looks to other roads for implementation. Based on the information we have received from Contractors, we can install three asphalt speed tables for the cost of one made of concrete.

If the decision is made to proceed with installing asphalt speed tables, construction would be completed within several days after it begins, and the low bidder, JW Cheatham, has advised that they could begin the project within several weeks of receiving a purchase order.

Recommended Motion:

If asphalt speed tables on Northern Drive are to be constructed: I move to authorize the Town Manager to accept the proposal from JW Cheatham to install three asphalt speed tables on Northern Drive as bid, and to execute any documents necessary to effectuate such purchase.

If stamped concrete tables on Northern Drive are desired: I move to direct the Town Manager to proceed with developing a sealed public solicitation for the provision of stamped concrete speed tables on Northern Drive, in accordance with the Town's purchasing ordinance.

Northern Drive Traffic Calming			
Company	Contact Information	Quoted Price	Alternate 1
J.W. Cheatham LLC. 7396 Westport Place West Palm Beach, Fl. 33413	Moe Moussavi Office: 561-471-4100	\$19,401.00	Excluded
HardDrives Paving 2101 S. Congress Av. Delray Beach, FL. 33445	Eric Willenberg Office: 561-278-0456 eric@hardrivespaving.com	\$23,340.00	Excluded
All County Paving 1180 SW 10th St. Delray Beach, Fl. 33444	Josh Marfleet jmarfleet@allcounty paving.com Cell: 561-302-9361 Office: 561-588-0949	\$26,578.00	Excluded
Atlantic Southern Paving 6301 W. Sunrise Blvd. Sunrise, Fl. 33313	Office: 954-581-5805 info@atlantic southernpaving.com	No Bid	No Bid
Sunshine Services Unlimited Inc. 8371 McAllister Way West Palm Beach, Fl. 33411	Attn: Eston Office: 561-945-0187 561-791-4482 sunshineservicesinc@yahoo.com	No Bid	No Bid
Anything Asphalt Cooper City, Fl.	Office: 954-577-9255	No Bid	No Bid



**Road Building &
Earthmoving Contractors**

February 19, 2019

Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Attn: Mr. Richard Scherle

Re: Speed Humps at Northern Drive

Dear Mr. Scherle:

As per your request we submit the following proposal for the above project..

Mobilization	1 LS	@	\$1,500.00 /LS	\$1,500.00
Speed Hump	3 EA	@	\$3,765.00 /EA	\$11,295.00
Striping Thermo Plastic	1 LS	@	\$2,310.00 /LS	\$2,310.00
Speed Hump Signs	12 EA	@	\$358.00 /EA	<u>\$4,296.00</u>
			Total	\$19,401.00

Qualifications to the above prices are:

1. Engineering, layout and as-builts are not included.
2. Permits and testing (except failures) are not included.
3. Performance and payment bonds are not included.
4. Sod replacement is not included.
5. Removal of pavement marking is not included.

Thank you for the opportunity to submit this proposal and please contact me should you have any questions.

Sincerely,
J.W. Cheatham, LLC

Moe Moussavi
Vice President

⊗ DRIVEWAYS ⊗ PARKING AREAS ⊗ STREETS ⊗ GRADING ⊗ ROCK & FILL ⊗ CONCRETE WORK

HARDRIVES, INC.

2101 SOUTH CONGRESS AVENUE
DELRAY BEACH, FLORIDA 33445-7398

PHONE 561-278-0456
FAX 561-278-2147

QUOTATION

March 4, 2019

To: Town of Lake Park
Attn: Agustin Hernandez, Project Manager
535 Park Avenue
Lake Park, FL. 33403

Ph. 561-881-3345
E-Mail: ahernandez@lakeparkflorida.gov

Name of Project: Northern Drive Traffic Calming
Location: Town of Lake Park, FL.
Plans and Specifications: As per plans and specification by Engenuity Group, Inc.
Dated February 2019
Plan Sheets 1 thru 3, No Revisions Shown

WE PROPOSE TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO PERFORM THE FOLLOWING:

WORK ITEMS:

Asphalt Speed Table:

2 EA Asphalt Speed Table (22' x 26 x 3.5")

Pavement Markings & Signage:

40 LF 12" White Thermoplastic Pavement Markings
4 EA W17-1 Speed Bump Sign
2 EA W13-1P 25 MPH Sign
2 EA W16-9P Ahead Sign

2 EA @ \$7,780.00 EA \$15,560.00

3 ea @ \$7,780. = 23,340.00

NOTE:

- **Alternate 1 is excluded:** Hardrives does not offer stamped concrete
- Permits and associated fees, layout and testing are to be supplied by others.
- Asphalt Pricing are based on 1 mobilization; any additional mobilizations will be at a charge of \$2,500.00 each.
- Final billing will be based on field measurement extended at the unit pricing above.
- All material and workmanship is warranted for one year from the date of invoice.
- Due to the uncertainty of the liquid index for asphalt, our prices may be subject to re-negotiation upon more than %5 movement in the liquid price. The liquid asphalt price will be based on the current F.D.O.T Index.
- No additional work beyond this proposal will be performed without a written change order.

Prices are valid for 30 days

ACCEPTED BY:

HARDRIVES, INC.


Eric Willenberg, Project Manager

TITLE
DATE:

HARDRIVES CANNOT GUARANTEE OR BE RESPONSIBLE FOR ROCK BASE WORK CONSTRUCTED BY OTHERS:
Power steering and fast starts will damage asphalt. We cannot be held responsible after completion of this project. Grass and weeds will grow through asphalt. The control of these is the responsibility of the owner of the property. Buyer's signed acceptance will constitute a binding contract. In the event there is any default in payments due under this contract and the same is placed in the hands of an attorney for collection, the purchaser and/or purchasers agree to pay all cost of collection, including a reasonable attorney's fee.



Northern Drive Traffic Calming

**Town Of Lake Park,
Public Works Dept**

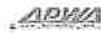
Augustin Hernandez

Project:

**Northern Drive Traffic
Calming**

Northern Drive & Flagler Ave
Lake Park FL 33403

855.499.PAVE | AllCountyPaving.com



Contractor's Information

Company Info



All County Paving
1180 SW 10th St
Delray Beach, FL, 33444

P: 561-588-0949

F: 561-588-2140

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

Contact Person

Josh Marfleet
Sales & Estimating
JMarfleet@allcountypaving.com
Cell: 561-302-9361
Office 561-588-0949

About Us

All County Paving is a full service asphalt paving and maintenance contractor with over 30 years of expertise in the pavement maintenance & construction of parking lots, roadways and recreational surfaces throughout Florida.

We understand that you have needs and issues that are not evident when you seek proposals for your projects. At All County Paving, we will share with you the simple best practices that not only provide you with the best project for the money, but also the best experience of working with a team of people who understand how to make this easy for you, your customers and the community.

Please find the enclosed proposal as per your request. Please don't hesitate to contact us with any questions.

ASPHALT TABLE TOP SPEED HUMPS

1. For (3) speed hump(s).
2. Supply equipment for proper Maintenance of Traffic (MOT) using Variable Message Boards, Work Zone Signs, cones, and flaggers as required.
3. Clean area where new asphalt speed hump(s) are to be installed.
4. Sawcut & remove asphalt on each end of speed hump 3' wide by length of roadway per detail.
5. Tack area with a DOT approved primer tack.
6. Install speed hump(s) 22' wide + or -, by 3.5" high + or -, by the length of the roadway using hot plant mixed asphalt, type S-III.
7. Roll and compact speed hump(s) using a 3-5 ton roller.
8. Temp paint & thermo new speed hump(s) using DOT approved white materials per detail.
9. Haul away any related debris.
10. Supply & install signage on green U-channel posts per detail at each speed hump in both directions.
11. NOTE: PRICING IS BASED ON ANNUAL CONTRACT WITH THE CITY OF LAKE WORTH.

Total Price for this item: \$26,578.00

Proposal: Northern Drive Traffic Calming



Spreadsheet

IFB #17-106						
(84) Addendum 1						
SCHEDULE OF UNIT PRICES						
In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to this contract by Change Order, the following unit prices will be utilized (as applicable). Exhibit B illustrates the Work program per Year per District for reference.						
NORTHER DRIVE TRAFFIC CALMING - TOWN OF LAKE PARK						
No.	FOOT No.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
GENERAL ITEMS						
1	102-60	WORK ZONE SIGN	16	ED	\$ 0.50	\$ 8.00
5	102-99 A	PORTABLE MESSAGE SIGN	28	ED	\$ 45.00	\$ 1,260.00
7		MOT - CERTIFIED FLAGMAN (2 flagman)	4	ED	\$ 990.00	\$ 3,960.00
9		HI-VISIBILITY CONES	200	ED	\$ 0.43	\$ 86.00
ROADWAY						
25		ASPHALT SPEED HUMP COMPLETE W/ THERMO STRIPING (PER DETAIL)	3	EA	\$ 5,000.00	\$ 15,000.00
STRIPING & SIGNAGE						
55	700-20-11	SINGLE SIGN POST ASSEMBLY, F&I, LESS THAN 12SF	18	AS	\$ 348.00	\$ 6,264.00
Name of Firm: <u>M & M Asphalt Maintenance, Inc. dba All County Paving</u>						
Address: <u>1180 SW 10th Street, Delray Beach</u> ST EL Zip <u>33444</u>						TOTAL..... \$26,578.00
Phone: (561) 5 8- 0 94.....9						
- Email: <u>info@allcountypaving.com</u>						

Notes:

Plan Sheet 1

NORTHERN DRIVE TRAFFIC CALMING
 PREPARED FOR
TOWN OF LAKE PARK, FLORIDA
 FEBRUARY 2019

VICINITY MAP
NPS

COMMISSIONERS
 MICHAEL GINSBURG, MAYOR
 KIMBERLY GLAS-CASTRO, VICE MAYOR
 ERIN FLAHERTY, COMMISSIONER
 ANNE LYNCH, COMMISSIONER
 ROGER VICKIUS, COMMISSIONER

DRAWING INDEX
 SHEET NO SHEET TITLE
 1 COVER
 2 SITE PLAN
 3 SITE PLAN
 TOTAL NO OF SHEETS - 3

FEBRUARY 2019
100% SUBMITTAL

DATE	DESCRIPTION

NORTHERN DRIVE TRAFFIC CALMING
 PREPARED FOR
 TOWN OF LAKE PARK, FLORIDA
 COVER

engerity
 ENGINEERING & PLANNING, P.C.
 1000 W. US HWY 1, SUITE 200
 LAKE PARK, FL 33413
 TEL: 888-888-8888
 WWW.ENGERTY.COM

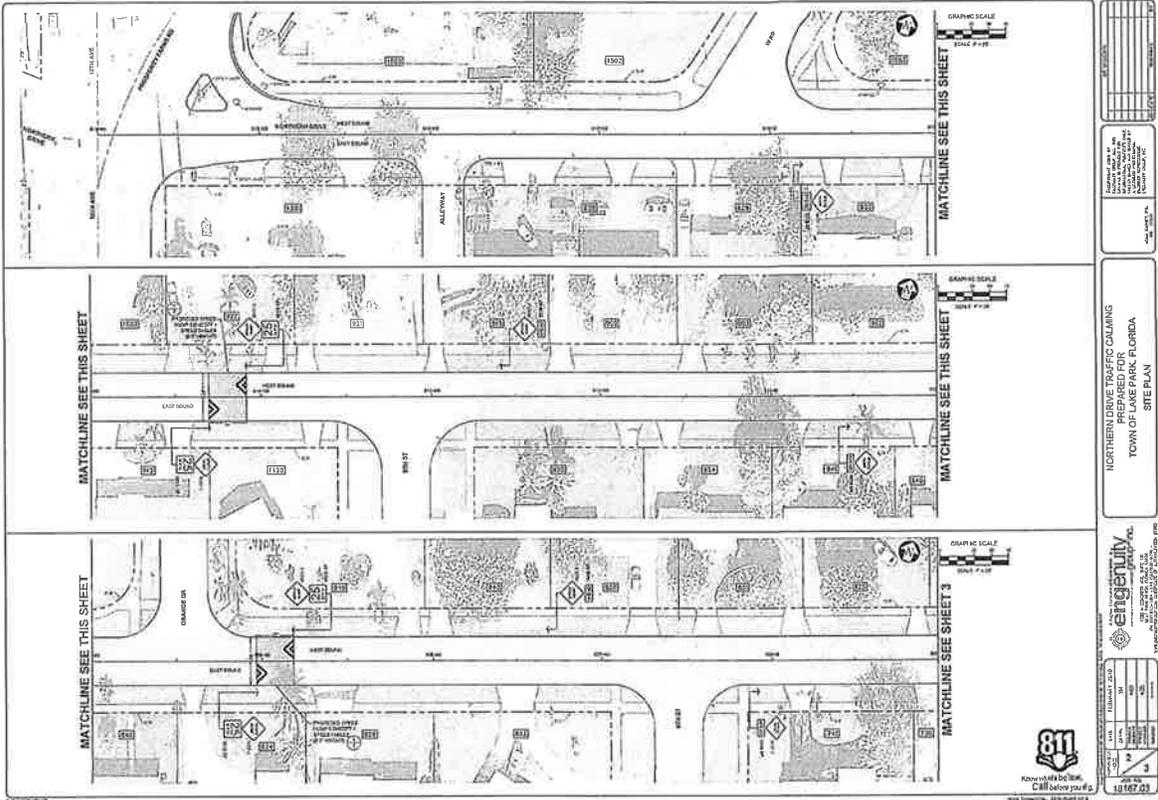
DATE	DESCRIPTION

Notes:

Proposal: Northern Drive Traffic Calming



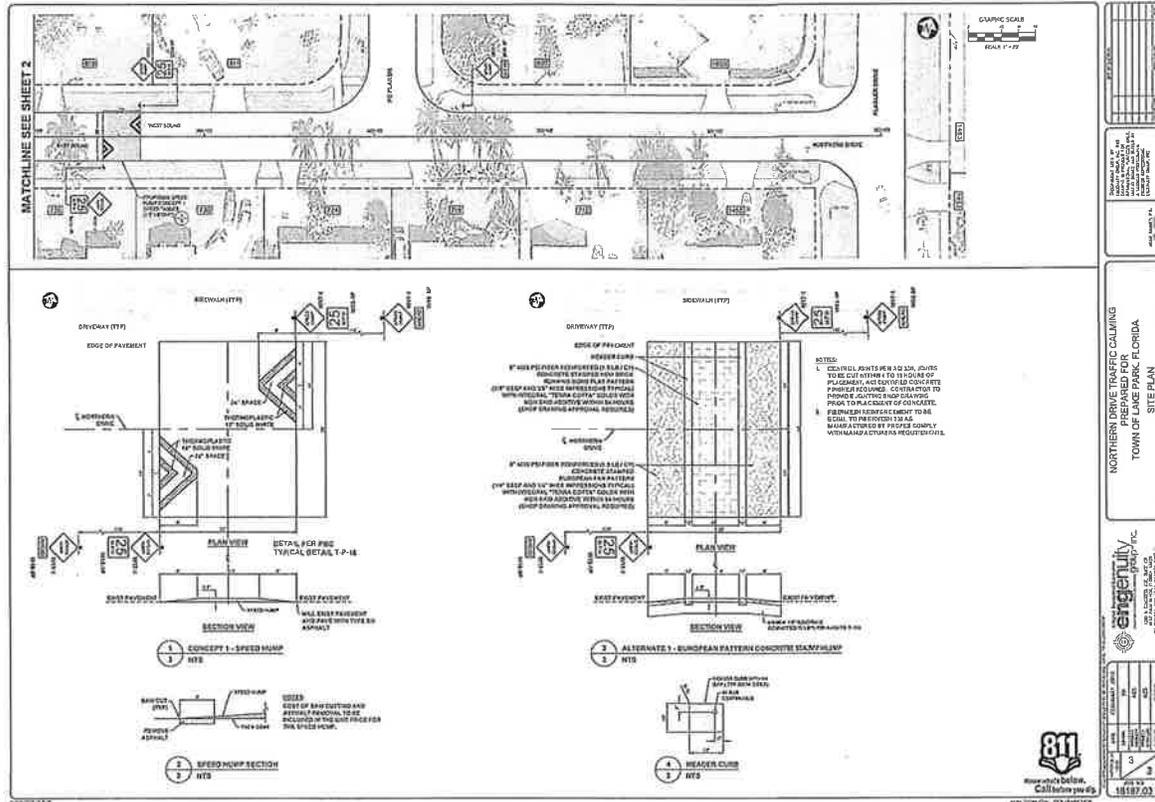
Plan Sheet 2



Notes:

Proposal: Northern Drive Traffic Calming

Plan Sheet 3



Notes:

Price Breakdown: Northern Drive Traffic Calming



Please find the following breakdown of all services we have provided in this proposal. This proposal originated on February 22, 2019.

Item	Description	Cost
1	ASPHALT TABLE TOP SPEED HUMPS	\$26,578.00
Total:		\$26,578.00

Authorization to Proceed & Contract

All Prices quoted are valid for 30 days from the date of this proposal.

This proposal price is based on work being completed during the hours of 7:00 AM and 6:00 PM, Monday-Friday, excluding holidays. Additional fees will apply if work is required to be completed at night or on the weekends. Please contact your sales representative for details.

ACCEPTED: Prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined below.

Proposal: Northern Drive Traffic Calming



Payment Terms

We agree to pay the total sum or balance in full upon completion of this project.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

PAYMENTS TO BE MADE AS FOLLOWS: Payment due upon completion.

Date: _____

A handwritten signature in black ink, appearing to be "J. Marfleet", written over a horizontal line.

Augustin Hernandez | Project Manager
Town Of Lake Park, Pubic Works Dept
650 Old Dixie Highway
Lake Park, FL, 33403
ahernandez@lakeparkflorida.gov
C: 561-881-3346
O: 561-881-3346

Josh Marfleet | Sales & Estimating
JMarfleet@allcountypaving.com
C: 561-302-9361
All County Paving
1180 SW 10th St
Delray Beach, FL, 33444
P: 561-588-0949
F: 561-588-2140
<http://www.allcountypaving.com/>

Contract Terms & Conditions

1. This proposal/contract including all terms and conditions shall become a legally binding attachment to any contract entered into between All County Paving and the financially responsible company for which the work will be performed.
2. Actual Permit Cost, Procurement Fee of \$495.00 per permit and any additional work required by the permit(s) will be extra to the contract amount.
3. Job site will be barricaded during work. The contractor will not be responsible for persons breaking through barricades, tracking of materials or paint, damages to cars or persons trespassing in designated areas.
4. This contractor recommends a civil engineer be retained for ADA upgrades. As such this contractor makes no claim that ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.
5. All work is to be completed in a workmanlike manner according to standard practices.
6. All material is guaranteed to be as specified.
7. A certificate of Insurance will be issued upon request prior to commencement of work.
8. Our workers are covered by Workmen's Compensation Insurance.
9. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
10. In the event that any work is done under this agreement as amended, or any side agreement, by All County which work is on public property, the (Client/Owner) agrees and understands that the project property which it owns shall be charged with all indebtedness hereunder.
11. This proposal specifically excludes the acceptance of a "Pay when Paid Clause" payment clause
12. Any punch list items must be submitted in writing. No repairs will be made until 90% of the invoice amount has been paid.
13. All agreements contingent upon strikes, accidents or delays beyond our control.
14. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.
15. Material Costs Increase: Our prices may change with no warning based on US world oil prices. We base our price when we bid the project based on the price of asphalt at that time. In the event that a price increase happens, you will have a new fee to you as well unless stated in the specifications a guaranteed material price is included
16. There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
17. All County reserves the right to revisit the site if time has elapsed from the original proposal to acceptance.
18. Due to price fluctuations on material costs, this contractor reserves the right to withdraw the proposal at any time prior to the commencement of work.
19. Due to the fluctuations in the petroleum markets, All County reserves the right to impose a fuel surcharge.
20. Not responsible for any damage to underground utilities.
21. Owner to carry fire tornado and other necessary insurance upon above work.
22. Site Services: The property is responsible to notify all landscapers and garbage companies to not provide service on our scheduled work day. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
23. Lawn Fertilization: should not be installed seven days before or after service.
24. All County shall be provided with suitable access to the work area. If All County's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be performed and completed so as to permit All

Proposal: Northern Drive Traffic Calming



County to perform its work hereunder in an uninterrupted single shift operation.

25. All County cannot work around vehicles. Management is responsible for towing when owners fail to comply with paving and or sealcoating schedule.
26. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles.
27. Driving on Surface: Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident.
28. Existing Cracks with vegetation growing should be prepared with a weed killer such as 'Round Up' for several treatments before we arrive on the job.
29. Rain: If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
30. Sprinklers: should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
31. Please make sure street sweepers are cancelled during the sealcoating projects and should not be used on freshly seal coated properties.
32. Any additional mobilizations for Sealcoating will be billed at a rate of \$1,750.00 each. If there are any dumpsters in the scheduled area to be Sealcoated please have them removed or moved to another area so we can seal under it. If they're not moved, there will be an additional mobilization fee to remobilize.
33. All County guarantees the sealer against peeling or flaking off of stable asphalt for a period of (1) year, excluding normal wear & tear. All County guarantees all workmanship and materials for up to (1) year, excluding normal wear & tear. Warranty starts at conclusion of work and is not valid until payment has been made in full.
34. Overspray on Grass: where grass meets your pavement, you may expect a small "drift spray" of pavement sealer. This is normal and will disappear generally after the next mowing.
35. Seal Coating: Is not a crack filler. All existing cracks in the pavement will still be visible after sealcoating.
36. Any broken car stops will be replaced at an additional cost of \$45.00 each.
37. Any additional mobilizations for Paving will be billed at a rate of \$4,500.00 each.
38. Any additional reflective pavement markers that are required by the city code will be an additional charge of \$10.00 each to the contract amount.
39. Reflective Pavement Markers are excluded from the warranty.
40. Pavement Sealer: will take several days to fully cure and is sensitive to animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings during this time. This is normal and no reason to be concerned, it will fade over time. Areas of shade will take longer to dry and cure than areas in the direct sunlight.
41. White Chalk Residue in Crack Areas: When sealcoating a parking lot with significant underwater issues a white residue that looks like salt may appear in the areas of cracks throughout the parking lot. This is a condition where the base material of limestone or other surface is drawn to the top of the surface. Since the surface is a dark black, this will be far more evident for a period of time.
42. The asphalt surface that will be placed on this project will not have the finish and look of a sealcoat application. If sealcoat is desired at a later date, we will be happy to quote you separately.

Proposal: Northern Drive Traffic Calming

43. Large cracks in the existing asphalt may reflect through the new asphalt in time.
44. There will be a tire 'tracking'-this cannot be avoided, but the tracking marks will disappear in time.
45. Standing Water: This contractor cannot guarantee elimination of standing water.
46. Concrete Repairs : This contractor will not be responsible for damage to grass, sod, irrigation or any other underground utilities. Excavated materials will be left in the islands/landscaped areas.
47. Concrete Grinding: Customer is aware that after grinding of the sidewalks, the concrete will be rough and not uniform in appearance. Customer is also aware that grinding of concrete will not eliminate the potential of a liability issue.
48. Delays to All County shall be paid at a rate of \$200.00 per half hour.

Vivian Mendez

From: John D'Agostino
Sent: Wednesday, March 13, 2019 5:24 PM
To: Anne Lynch; Erin Flaherty; Kim Glas-Castro; Michael ORourke; Roger Michaud
Cc: Vivian Mendez
Subject: FW: Northern Drive - Bidding Information and Status Report

Importance: High

Dear Mayor O'Rourke, Vice Mayor Castro and Commission Members:

The following information was provided to me by Richard Scherle regarding the cost for stamped concrete verses bituminous pavement options for speed tables. His e-mail is listed below and will be included in the packet of information at the Commission Meeting.

I need to provide you an update on the implementation of the speed tables on Northern Drive.

Using the final construction plans provided by our traffic engineers, we reached out to six (6) paving contractors for bids. Based upon the estimated cost of the project (which, for asphalt speed tables, was under the \$25,000 threshold for full public solicitation), I sought written quotes, as opposed to assembling a full public solicitation. The purpose of this decision was to attempt to eliminate 8-10 weeks of wait time as required for sealed bidding (and thus, implement the speed tables much sooner, while also being able to pay for it without extra budget adjustments).

Out of the 6 contractors we have contacted, only two have responded. Of those two, neither contractor has provided a quote for the stamped concrete alternate option. Recall, during the public workshop, there was discussion about possibly constructing the speed tables with stamped concrete due to aesthetic considerations – depending on how the pricing turned out as compared to asphalt.

One of the two contractors who did provide a bid on the asphalt option, refused to provide a quote on the stamped concrete alternate specifically because he said the price would be 3 times the cost of asphalt. The low bidder, right now, is JW Cheatham at a cost of just over \$19,000.00 (for three asphalt speed tables).

Now that I have provided this information, I am going to identify the issue (from a procurement and time perspective), and then I am going to provide a recommended course of action.

The problem:

1. We have identified approximately \$24,000 in available funding for the project (i.e., CEMEX reimbursement funding). These funds would be enough to cover the installation of the asphalt option, but not a stamped concrete option.
2. Because the stamped concrete option will cost over \$25,000 (perhaps well over), if the Commission desires to go this route, we would need to assemble a sealed public solicitation due to our low \$25,000 threshold as established in our purchasing ordinance.

My recommendation:

1. Based on the availability of funding, and the apparent urgency of this project, the asphalt option is clearly the best option. First, because of the low bid of approximately just over \$19,000, we would avoid the requirement of a sealed public solicitation (and thus, avoid a 2 month delay while the process is worked). Second, If the asphalt option is chosen, we would still need to put it before the Commission for

consideration (because it is over your \$10,000 purchasing threshold) – but we could implement much sooner and we also have the funds available today to do it.

2. If the stamped concrete option is chosen, I must advise that the cost is expected to be up to 3 times the cost of asphalt, which would be setting a precedent for the entire Town. Everyone will desire the stamped concrete option (as we implement in other areas of town), and therefore, we would be limiting our ability to implement purely from a practical funding perspective. For the cost of one concrete speed table, we will be able to complete 3 asphalt tables.

Furthermore, if we end up with the Concrete Stamped Speed Table Option on Northern and additional streets are then identified for speed tables, the Town will have set the bar perhaps too high meaning we will not be able to afford concrete speed tables at future locations.

If the Commission is okay with the asphalt option, I can prepare an ARF right away. We have the funds to complete this option, and we already have written bids.

If the Commission still wants to see pricing on concrete, we will need to prepare an Invitation-to-Bid, which will take 8-10 weeks (1 week to assemble, 4 weeks “on the street,” 1 week to review bids, and 3-4 weeks for contract assembly, legal review, and lead time for placement on Commission agenda). Keep in mind, even if we went through this process, we currently have only ~\$24,000 available, which would require the identification of additional funding sources beyond what is currently available. Then, if the concrete option is chosen, the Town would be essentially locking itself in to implementing concrete speed tables at every other proposed location (due to residents outside of Northern drive wanting the same product as Northern Drive).

I would appreciate if you could inform the Commission about this, so that I can receive direction on how to proceed. However, I do think that the asphalt option makes more sense, from a financial and practical standpoint.

John O. D’Agostino
Town Manager, Town of Lake Park, FL
561-881-3304 (Office)
561-881-3314 (Fax)
jdagostino@lakeparkflorida.gov
Twitter: @LakePkTM1
www.lakeparkflorida.gov

Please note: Florida has a very broad public records law. Written communication regarding town business are public records available to the public upon request. Your e-mail communications are therefore subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not sent electronic mail to this entry, instead contact this office by phone or in writing. Section 668.6076, FS

PLEASE NOTE: Pursuant to Florida’s Government in the Sunshine Act (a.k.a. “Sunshine Law”), e-mails containing city business should be directed to either: all City Commissioners or only 1 City Commissioner at a time and should not include prior responses from other Commissioners in order to avoid the perception that a third party is acting as a liaison between Commissioners.

From: Richard Scherle
Sent: Thursday, February 28, 2019 1:44 PM
To: John D’Agostino <jdagostino@lakeparkflorida.gov>

Cc: Janet Perry <jperry@lakeparkflorida.gov>
Subject: Northern Drive - Bidding Information and Status Report
Importance: High

Mr. D'Agostino,

I need to provide you an update on the implementation of the speed tables on Northern Drive.

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One of the two contractors who did provide a bid on the asphalt option, refused to provide a quote on the stamped concrete alternate specifically because he said the price would be 3 times the cost of asphalt. The low bidder, right now, is JW Cheatham at a cost of just over \$19,000.00 (for three asphalt speed tables).

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2. Because the stamped concrete option will cost over \$25,000 (perhaps well over), if the Commission desires to go this route, we would need to assemble a sealed public solicitation due to our low \$25,000 threshold as established in our purchasing ordinance.

My recommendation:

1. Based on the availability of funding, and the apparent urgency of this project, the asphalt option is clearly the best option. First, because of the low bid of approximately just over \$19,000, we would avoid the requirement of a sealed public solicitation (and thus, avoid a 2 month delay while the process is worked). Second, if the asphalt option is chosen, we would still need to put it before the Commission for consideration (because it is over your \$10,000 purchasing threshold) – but we could implement much sooner and we also have the funds available today to do it.
2. If the stamped concrete option is chosen, I must advise that the cost is expected to be up to 3 times the cost of asphalt, which would be setting a precedent for the entire Town. Everyone will desire the stamped concrete option (as we implement in other areas of town), and therefore, we would be limiting our ability to implement purely from a practical funding perspective. For the cost of one concrete speed table, we will be able to complete 3 asphalt tables.

If the Commission is okay with the asphalt option, I can prepare an ARF right away. We have the funds to complete this option, and we already have written bids.

If the Commission still wants to see pricing on concrete, we will need to prepare an Invitation-to-Bid, which will take 8-10 weeks (1 week to assemble, 4 weeks "on the street," 1 week to review bids, and 3-4 weeks for contract assembly,

legal review, and lead time for placement on Commission agenda). Keep in mind, even if we went through this process, we currently have only ~\$24,000 available, which would require the identification of additional funding sources beyond what is currently available. Then, if the concrete option is chosen, the Town would be essentially locking itself in to implementing concrete speed tables at every other proposed location (due to residents outside of Northern drive wanting the same product as Northern Drive).

I would appreciate if you could inform the Commission about this, so that I can receive direction on how to proceed. However, I do think that the asphalt option makes more sense, from a financial and practical standpoint.

Thank you,
Richard

New Business

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 20, 2019

Agenda Item No. *Tab 9*

Agenda Title: Dedicated IT Amended Grant Agreement

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

Approved by Town Manager *[Signature]* Date: *3-13-19*

John O. D'Agostino, Town Manager

Name/Title

<p>Originating Department: Town Manager</p>	<p>Costs: \$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____</p>	<p>Attachments:</p> <ul style="list-style-type: none"> • Amended Grant Agreement. • Exhibit A of the Grant Agreement. • Resolution-----. • Presentation by Adam Steinhoff
<p>Advertised: Date: _____ Paper: _____ <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 OR Not applicable in this case <u>JOD</u> Please initial one.</p>

Summary Explanation/Background: The attached amended grant agreement worked out with Staff and the Town Attorney provides for changes permitting the redevelopment of 754 Park Avenue to occur sooner. The site plan will change slightly with the removal of the restaurant at 754 Park Avenue. Dedicated IT will employ a greater number of employees at this location with a salary range of between \$58,000 and \$68,000 per year. With the elimination of the restaurant, Dedicated IT's Corporate Offices will occupy a larger square footage of the building.

Staff has decided that the change to the site plan is minimal and will not require a full amendment to the original site plan. Staff is requesting Commission approval to allow Dedicated IT to provide invoices to be paid directly by the Town from unspent grant funds from last year as well as this year.

The total amount of the unspent balance of \$27,757.03 from the initial grant installment of \$100,000 and the second budgeted amount of \$100,000 for Fiscal Year 2018-2019. The total available grant proceeds for Fiscal Year 2018-2019 is \$127,757.03

There are other changes in the attachment. The original agreement required grant proceeds in year two through year five, paid directly to the lending institution to reduce the loan to value ratios and remove the Town as the loan guarantor sooner rather than later. The new grant agreement will allow work to be completed so that construction can begin and the construction loan approval by the lending institution can be achieved. The balance of loan proceeds in future years, if available will be applied to the final loan (principal and interest) from the lending institution.

Recommended Motion: Move to approve Resolution 26-03-19 authorizing the Mayor to sign the Amended Grant Agreement with Dedicated IT.

RESOLUTION NO. 26-03-19

A RESOLUTION BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTS THE MAYOR TO SIGN THE AMENDED GRANT AGREEMENT; AND FOR AN EFFECTIVE DATE.

WHEREAS, Dedicated IT is requesting the Town Commission to amend the original grant agreement, such amendment provides the Company with the flexibility to use grant proceeds either on a reimbursement basis or by direct pay whereby Dedicated IT will submit invoices evidencing those items for which grant funds will be paid directly to vendors; and

WHEREAS, Dedicated IT plans to relocate its corporate offices to 754 Park Avenue and hire a total of 108 employees of which 58 employees will work from the corporate office location paying an average salary of \$58,257; and

WHEREAS, Dedicated IT will use a greater amount of square footage than initially envisioned through the amendment of the original site plan eliminating the restaurant creating more square footage for additional corporate hires; and

WHEREAS, The Town of Lake Park desires Dedicated IT will occupy the 754 Park Avenue building on or about December of 2019 but no later than June of 2020; and

WHEREAS, The Town of Lake Park will require Dedicated IT to pay back expended grant funds if Dedicated IT fails to perform under the Amended Grant Agreement.

WHEREAS, the Town Manager recommends approval of the amended grant agreement.

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 recommends **Dedicated IT** be approved as a Qualified Target Industry Business pursuant to s.288.106, Florida Statutes.

Section 4. This resolution shall take effect immediately upon its adoption.

AMENDED REDEVELOPMENT GRANT AGREEMENT

THIS AMENDED REDEVELOPMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2019, by and between The Town of Lake Park ("Town"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and 754 Park Ave, LLC (754 Park Ave), having an address at 754 Park Avenue, Lake Park, FL 33403 (the Property).

RECITALS

WHEREAS, the Town of Lake Park, Florida has such powers and authority as have been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town and 754 Park Ave entered into a Redevelopment Grant Agreement on December 20, 2017; and

WHEREAS, the Redevelopment Grant Agreement provided that the Town would provide 754 Park Ave with a grant of funds (funds) in the amount of \$400,000, payable in installments; and

WHEREAS, prior to entering into the Redevelopment Grant Agreement, 754 Park Ave LLC was negotiating a loan with Valley National Bank and the funds 754 Park Ave, LLC would be receiving from the Town were contemplated to be included as part of the documentation 754 Park Ave would be providing Valley National Bank to qualify for the loan; and

WHEREAS, pursuant to § 1.4 of the Redevelopment Grant Agreement the use of the funds were limited to paying for all or a portion of the monthly payments, 754 Park Ave might have been obligated to pay pursuant to the loan from Valley National Bank; and

WHEREAS, the funds from the loan 754 Park Ave was expecting to receive from Valley National Bank were only to be used for the re-development of the Property; and

WHEREAS, 754 Park Ave did not close on the loan it was negotiating with Valley National Bank; and

WHEREAS, notwithstanding that the loan with Valley National Bank was not closed, the Town provided 754 Park Ave a portion of the first installment under the Redevelopment Grant Agreement in the amount of \$70,242.97; and

WHEREAS, the Town Manager is recommending amendments to the Redevelopment Grant Agreement; and

WHEREAS, pursuant to § 6 of the Redevelopment Grant Agreement, 754 Park Ave is requesting that it be permitted, with the Commission's approval, to assign its

obligations and responsibilities under the Redevelopment Agreement to Dedicated IT, LLC (Dedicated).

NOW THEREFORE, the above recitals are incorporated herein, and the parties hereto, intending to be legally bound, hereby agree to the amendments to the Redevelopment Grant Agreement as follows:

1. Grant Funds; Use of Proceeds.

1.1 Grant funds. The Town has previously granted to 754 Park Ave an initial installment of \$100,000. Of this amount, the Town has reimbursed \$70,242.97 to 754 Park Ave for 754 Park Ave use toward its redevelopment of the Property. The Town has \$29,757.03 representing the balance of the initial installment of \$100,000. 754 Park Ave and the Town acknowledge that upon compliance with the terms of this amended Redevelopment Grant Agreement, 754 Park Ave is eligible to receive the balance of the funds (\$29,757.03) from the Town's initial grant.

1.2 CRA Funds. At the Town Manager's discretion, he may, in his capacity as the Executive Director of the Town's Community Redevelopment Agency (CRA) recommend that the CRA pay one or more of grant installments to 754 Park Ave. Should the Town Manager elect to make such a recommendation, prior to doing so, he shall confirm that the CRA has budgeted sufficient funds in the CRA budget for the payment of any such installments of the Grant. Thereafter, as the CRA's Executive Director, he shall schedule a meeting of the CRA whereby the CRA Board of Commissioners can take action on a Resolution to approve the payment of any grant installment from the CRA's budgeted funds.

1.3 Installment Payments. In addition to the payment of the balance of the first installment payment of \$100,000, as set forth in 1.1, above, the Town agrees to grant an additional \$300,000 to 754 Park Ave, said grant funds to be distributed in installments of \$100,000 annually for fiscal years 2018-2019 and 2019-2020, and thereafter \$50,000 annually for fiscal years 2020-2021 and 2021-2022. Installments may be distributed to 754 Park in a reimbursement, or direct pay fashion. For reimbursements, 754 Park Ave shall submit appropriate documentation including but not limited to, invoicing those items identified in Exhibit A for distribution of remaining available funds. Documentation shall consist of either paid invoices and or canceled checks evidencing those items for which it has expended Town or CRA funds from the installment payments. For direct pay, 754 Park Ave shall submit invoices evidencing those items for which it needs the Town or CRA funds to be directly sent to vendors.

1.4 Use of Funds. The grant funds shall be only be expended by 754 Park Ave for its re-development of the Property and the payment of its costs, fees, and improvements as set forth in Exhibit A, which is incorporated herein, and in accordance with the installment schedule of paragraph 1.3. Any remaining grant funds will be used by 754 Park Ave for its Principal and Interest payments toward the loan received from the Lender. In the event that improvements are not made in accordance with the expenditures authorized by Exhibit A, the Town may request repayment of the funds

which have not been expended in accordance with Exhibit A, and shall have no obligation to provide any further installment payments.

1.5 **Loan.** The parties hereto recognize that 754 Park Ave may be entering into a loan agreement with a Lender, and that this Agreement may be included as part of the documentation required by the Lender in order for 754 Park Ave to qualify for a loan.

1.6 **Loan Documents:** Prior to the execution of any Agreement with a Lender, 754 Park Ave shall make available to the Town Attorney for his inspection and approval, all loan documents required of 754 Park Ave by the Lender.

2. **Collateral.** 754 Park Ave shall not pledge as collateral or execute a guarantee which encumbers the proceeds from the funds received from the Town.

3. **Default.** 754 Park Ave shall require that the loan documents it executes with the Lender includes a provision that in the event of its failure to make the timely payment of any loan installment, or default, the Town may, but is not obligated to assume 754 Park Ave's obligations of the payment of the loan.

4. **Project Reporting.** 754 Park Ave shall provide quarterly reports to the Town or upon the Town's request, more frequent reports regarding the status of its redevelopment project. At a minimum, the reports shall include a discussion of the project's progress since the last report, including, but not limited to milestones reached, any setbacks and if appropriate and change orders, or revised timetables.

5. **Representations and Warranties.** 754 Park Ave represents and warrants that as of the date hereof and as of the date of each disbursement under the Grant the following representations and warranties are true and correct.

5.1 **Organization; Legal Status.** 754 Park Ave and Dedicated are a duly organized business entity, validly existing and in good standing under the laws of Florida, have full power and authority to carry on their businesses as now conducted or as proposed to be conducted and that each business has obtained all business receipt taxes, licenses and/or permits necessary to conduct business in the Town.

5.2 **Power; Authorization; Enforceable Obligations.** 754 Park Ave has full power, authority and legal right to execute, deliver and perform its obligations under this Agreement. 754 Park Ave has taken all necessary action to authorize the appropriate individual to execute this Agreement.

5.3 **Site Plan.** 754 Park Ave shall construct the project in accordance with Resolution 93-11-17 (the Development Order), or any amendments thereto approved by the Town Commission. It shall be a material breach of this Agreement if the project is not constructed in accordance with the uses authorized by the Development Order, or any amendments thereto and in accordance with the approved site plan, or any amendments to the Development Order approving a site plan. In the event the project is not constructed in accordance with the approved site plan and Development Order,

the Town's shall not be obligated to make any additional installment payments to 754 Park Ave, and shall be entitled to recover any installment payments made together with its attorney fees and costs in the enforcement of this Agreement.

6. **Successors and Assigns.** This Agreement shall be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the successors and assigns of the Town. 754 Park Ave may assign its interests in this Agreement with the prior written consent of the Town Commission.

7. **Amendment.** This Agreement cannot be changed or amended except by a written amendment executed by both parties.

8. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to choice of law rules. Venue shall be in the federal or state courts located in Palm Beach County, Florida.

9. **Counterparts.** This Agreement may be executed in duplicate counterparts which when construed together shall constitute a single instrument.

10. **Severability.** Any provision of this Agreement which is deemed by a court of competent jurisdiction to be ineffective, shall not invalidate the remaining provisions hereof or affecting the validity or enforceability of such provisions.

11. **Indemnification.** 754 Park Ave agrees to indemnify and save harmless the Town its elected or appointed officers, employees, agents, and consultants from and against any and all liability, expense, or damage of any kind or nature and from any suits or claims, including reasonable legal fees and expenses, on account of any matter, whether in suit or not, arising out of this Agreement.

12. **Attorney Fees.** In the event either party is required to enforce this Agreement, the prevailing party shall be entitled to the reimbursement of its costs and attorney fees.

The parties hereto have duly executed this Amendment to the Redevelopment Agreement on the day and year first above written.

TOWN OF LAKE PARK, FLORIDA

By: _____
Michael O'Rourke, Mayor

ATTEST:

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Vivian Mendez, Town Clerk

By: _____
Thomas J. Baird, Town Attorney

Appendix A - 754 Park Ave — Detailed Vendor/Cost List

- Milcor
 - Cost: \$6,942.60
 - Deliverable: Nothing. All Civil Engineering work is complete. This is outstanding balance from initial Site Plan project.
 - Deliverable Date: ASAP: (Check sent as soon as we have it.)
- Everglades Design Group
 - Cost: \$30,000.00
 - Deliverable: Full construction plans for permit
 - Deliverable Date: 3/29/2019
- Town of Lake Park
 - Estimated Cost: \$3,000.00
 - Deliverable: Submit for permit to begin demolition.
 - Deliverable Date: ASAP/Goal: 4/1/2019: (Waiting on completed plans / Payment)
- Highland Insurance Solutions (or equivalent insurance company)
 - Estimated Cost: \$9,499.79
 - Deliverable: Builder's Risk Insurance Policy
 - Deliverable Date: 4/12/19
- Everglades Construction Group (demo)
 - Estimated Cost: \$53,750.00
 - Deliverable: Demolition
 - Deliverable Date: Goal: 4/23/2019-5/10/2019 (Waiting on demo permit / Payment)
- Milcor
 - Estimated Cost: \$6,700.00
 - Deliverable: Update site plan according to any plan changes by Everglades.
 - Deliverable Date: Goal: 4/2/2019
- Seacoast Utilities
 - Estimated Cost: \$31,823.55 (50% of the connection fees, and administrative fee)
 - Deliverable: Ability to submittal for permit.
 - Deliverable: ASAP: Goal: 4/1/2019
- Town of Lake Park (Building permit)
 - Estimated Cost: \$10,000.00
 - Deliverable: Permit to begin construction
 - Deliverable Date: 4/1/2019
- Seacoast Utilities
 - Estimated Cost: \$28,170.45 (remaining 50% of the connection fees)
 - Deliverable: Ability to start construction.
 - Deliverable Date: 5/30/2019.
- Palm Beach County (impact fees)
 - Estimated Cost: \$70,491.25
 - Deliverable: Ability to start construction.
 - Deliverable Date: ASAP (Check sent as soon as we have it)
- Valley National (or other lender)
 - Estimated Cost: \$27,488.00
 - Consists of: Estimated closing costs.
 - Deliverable: Close on Construction Loan
 - Deliverable Date: 7/1/2019 (~90 days from 4/1/2019)
- FPL
 - Estimated Cost: \$42,300
 - Deliverable: Relocation of power line
 - Deliverable Date: 7/2/2019

**The
MilCor
Group
Inc.**

*Engineering a
Value-Driven
Sustainable
Environment*

Mailing Address:
10975 SE
Federal Hwy
Hobe Sound
Florida
33455

Office Locations:
10975 SE
Federal Hwy
Hobe Sound
Florida
33455

9035 Americana
Road #13
Vero Beach
Florida
32966

Phone
772-223-8850
Fax
772-223-8851

Email
marketing@
themilcorgroup.
com

Web
www.
themilcorgroup.
com

May 16, 2018

Via: aunderhill@dedicatedir.com; asteinhoff@dedicatedit.com

754 Park Ave LLC
754 Park Avenue
Lake Park, FL 33403

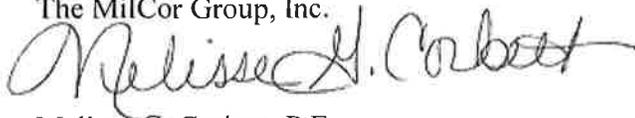
**RE: 754 Park Avenue
Invoice**

Project Number: U0105
Invoice Number: 1394
Date of Services: November 29, 2017 - January 4, 2018
Payment Due Date: Upon Receipt

Task	Fee	Est.	Previously Billed	Due
A - Town Site Plan Approval	\$16,200.00	TE	\$25,290.00	
B - Other Permit Applications	\$7,500.00	TE	\$14,447.50	\$1,165.00
Reimbursables:			\$1,010.10	\$30.00
Total this Invoice				\$1,195.00
Past Due Invoice #1292				\$12,110.00
Less check #976				-\$5,000.00
Less check #7005				-\$5,000.00
Past Due Invoice #1296				\$12,009.50
Less check #430				-\$2,500.00
Less check #8-9				-\$2,500.00
Less check #1003				-\$5,000.00
Past Due Invoice #1314				\$4,509.50
Less check #1005				-\$7,500.00
Past Due Invoice #1323				\$4,247.20
Less check #1007				-\$5,000.00
Past Due Invoice #1340				\$2,807.70
Less check # 1010				-\$5,000.00
Past Due Invoice #1364				\$3,506.20
Past Due Invoice #1376				\$4,057.50
TOTAL BALANCE DUE				\$6,942.60

Sincerely,

The MilCor Group, Inc.



Melissa G. Corbett, P.E.
President

THE
EVERGLADES



719 N. Dixie Highway
West Palm Beach, FL 33401
Phone (561) 912-0400
Facsimile (561) 912-0442

INVOICE

INVOICE #18-028-001
DATE: February 4, 2019

TO: AARON UNDERHILL	FOR: 754 PARK AVENUE
Dedicated IT	LAKE PARK, FL

DESCRIPTION	QUANTITY	RATE	AMOUNT
50% Deposit for Design Services			\$15,000
Subtotal			\$15,000
DUE ON RECEIPT		TOTAL	\$15,000

Thank you for your business!



AmWINS Brokerage of Florida, Inc.
7108 Fairway Drive
Suite 200
Palm Beach Gardens, FL 33418

amwins.com

RE: 754 Park Ave, LLC

BUILDERS RISK QUOTATION

Dear Amanda:

Please find the attached quotation for 754 Park Ave, LLC. Here is a summary of the terms and conditions:

INSURED: 754 Park Ave, LLC

MAILING ADDRESS: c/o The Everglades Architecture Group
709 N Dixie Hwy
West Palm Beach, FL 33401

CARRIER: Lloyd's of London (Non-Admitted)

PROPOSED POLICY PERIOD: From 4/15/2019 to 04/15/2020
12:01 A.M. Standard Time at the Mailing Address shown above

POLICY PREMIUM:	Premium	\$9,000.00
	Fees	\$35.00
	Surplus Lines Taxes and Fees	\$464.79
	Total	\$9,499.79

TERRORISM: Terrorism coverage can be purchased for an additional premium of \$450 plus applicable taxes and fees. Signed acceptance/rejection required at binding.

MINIMUM EARNED PREMIUM: As stated per carrier quote

COMMISSION: 10.000% of premium excluding fees and taxes

Demolition Proposal for 754 Park Ave.
The Everglades Group, LLC.

Item	Description	Cost
1	Division 1	
2	General Conditions (Supervision, temp. toilet, clean-up, etc..)	\$ 15,045.00
3	Temporary Fencing	\$ 1,500.00
4	Permit Fees	By Owner
5	Division 2 - Site Work	
6	Building Demolition	\$ 23,379.00
7	Site Demolition	\$ 2,500.00
8	Division 3 - Concrete	
9	Shoring of Existing Structure (Allowance)	\$ 3,000.00
10	Division 15 - Mechanical	
11	Plumbing (Disconnect of existing, allowance)	\$ 750.00
12	Fire Sprinkler (Disconnect of existing, allowance)	\$ 1,250.00
13	Division 16 - Electric	
14	Electric (Disconnect of existing, allowance)	\$ 1,000.00
15	Sub-Total	\$ 48,424.00
16	Contractor Overhead and Profit (10.00%)	\$ 4,842.00
17	General Liability Insurance (1.00%)	\$ 484.00
18	Total	\$ 53,750.00

**The
MilCor
Group
Inc.**

*Engineering
a Value-Driven
Sustainable
Environment*

Sent via email: asteinhoff@dedicatedit.com
February 18, 2019

Mr. Adam Steinhoff

**Subject: 754 Park Avenue Project
Scope of Services for Site Planning, Civil-Site Engineering Design,
Permitting and Construction**

Dear Mr. Steinhoff,

The MilCor Group, Inc. (MilCor) is honored to present this Scope of Services for revising the currently approved Site Plan to address minor changes such as removal of the restaurant and associated outdoor patio, update all the site plan / parking calculations to reflect the elimination of the restaurant and expansion of the office space into this area, and add notes regarding the rear stairs / roof top bar being installed after FPL relocates their power lines. This task includes attendance as the March 6, 2019 Town Council Mtg.

The time and expense estimate for this task is \$6,700. This estimate includes a budget for landscape modifications should they be necessary and a review of the status of utility / traffic / fire approval.

Should this Scope meet with your approval as currently written, you can sign and date below and return a copy for our files along with a payment toward the balance due. However, we would be more than happy to discuss and edit the tasks as needed to comply with your particular needs. If you have any questions, please do not hesitate to call me at (772) 223-8850.

Office Locations:

10975 SE
Federal Hwy
Hobe Sound
Florida
33455

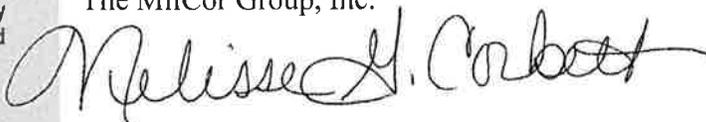
9035 Americana
Road #13
Vero Beach
Florida
32966

Phone
772-223-8850
Fax
772-223-8851

Email
[marketing@
themilcorgroup.
com](mailto:marketing@themilcorgroup.com)

Web
[www.
themilcorgroup.
com](http://www.themilcorgroup.com)

Sincerely,
The MilCor Group, Inc.



Melissa G. Corbett, P.E.
President

Accepted by:

Name

Title

Date



Seacoast Utility Authority

Mailing Address:
P.O. Box 109602
Palm Beach Gardens,
FL 33410-9602

June 19, 2017

Alex Trovato
10975 SE Federal Hwy.
Hobe Sound, FL 33455

Re: 754 Park Avenue, Lake Park, FL 33408

Dear Mr. Trovato:

This letter is in response to your request for administration fees, and connection fees. The below calculations are based on the information indicated in your property questionnaire and emails listing general use for the property and **will be revised to reflect the accurate fees once plans have been submitted and reviewed.** Should the account remain active this property is vested for 2.706 ERC's. If fountains or irrigation are planned for this project additional connection fees will be due.

Connection Fees

5.455 restaurant seat ERC's x \$ 2,700.00 (water & sewer) =	\$ 14,728.50
16.000 patio bar/ tasting seat ERC's x \$ 2,700.00 (water & sewer) =	\$ 43,200.00
1.536 office ERC's x \$ 2,700.00 (water & sewer) =	\$ 4,147.20
0.582 warehouse ERC's x \$ 2,700.00 (water & sewer) =	<u>\$ 1,571.40</u>
Total Connection Fee =	\$ 63,647.10
LESS vested 2.706 ERC's x \$ 2,700.00 (water & sewer) =	<u>\$ 7,306.20</u>
Total Connection Fees Due =	\$ 56,340.90

50% of the connection fees in the amount of \$ 31,823.55 are due at the time of preliminary plan submittal. The remaining connection fees are due prior to final plan approval.

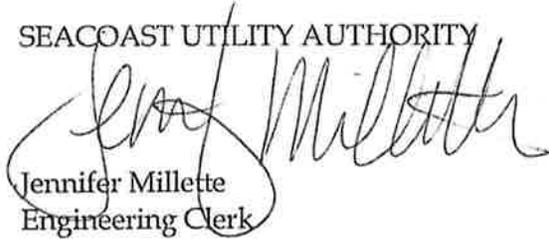
Administration Fee

The Administration Fee for this project is \$ 2,545.88 (4% of Connection Fees) and is due at the time preliminary plans are submitted for review.

A general list of project requirements can be found on our website www.sua.com under Project Forms (Exhibit A - Project Documentation and Submittal Guidelines). Please call John Callaghan at 561.627.2900, ext. 413 or email to jcallaghan@sua.com to schedule a pre-engineering meeting to discuss the particular items on this list and other aspects of your project prior to initiating any design work.

Sincerely,

SEACOAST UTILITY AUTHORITY



Jennifer Millette
Engineering Clerk

cc: J. Lance
J. Callaghan

Fee Estimator

Schedule: 2014-06-15 thro		City: Lake Park			
Control No:	Project No:	PCN:			
IF Land Use	Total Site Plan Gross Sq Ft			Total Gross Sq Ft(For % Calc)	Percentage
General Retail	5,000			12,444	40.16%
	Fee Amt	Exemption Amt	Credit Amt Applications		Totals
Fire Rescue	0.00	0.00	0.00		0.00
Law Enf Patrol	0.00	0.00	0.00		0.00
Libraries	0.00	0.00	0.00		0.00
Parks	0.00	0.00	0.00		0.00
Public Buildings	1,678.45	0.00	0.00		1,678.45
Roads	68,812.80	0.00	0.00		68,812.80
Schools	0.00	0.00	0.00		0.00
Total	70,491.25	0.00	0.00		70,491.25
Grand Totals					
Fire Rescue					0.00
Law Enf Patrol					0.00
Libraries					0.00
Parks					0.00
Public Buildings					1,678.45
Roads					68,812.80
Schools					0.00
					70,491.25

Print Close

Estimated Closing Costs

<u>Borrower Name:</u>	754 Park Ave LLC	
State	Florida	
Loan Amount	\$1,400,000	
Bank Loan Fee	\$7,000.00	
Appraisal	\$3,500.00	Estimate
Environmental Report	\$1,600	Phase 1
Title Insurance	TBD	
Recording Fee/Mtg Satisfaction	\$450.00	Estimate
Attorney Fee/Loan Docs	\$4,500.00	
Ins Monitoring/Flood/Tax Service	\$188.00	
Draw inspections 4 @ \$450	\$1,800.00	
Survey	\$750.00	Estimate
Doc Stamps	\$4,900.00	
Intangible Taxes	\$2,800.00	
	<hr/>	
Total Estimated Costs	\$ 27,488.00	

Adam Steinhoff

From: Aaron Underhill
Sent: Monday, March 11, 2019 3:15 PM
To: Adam Steinhoff
Subject: FW: FPL Estimate

Underhill, Aaron

DedicatedIT

COO

Phone: 561-491-5748 / **Cell:** 561-358-2852

www.DedicatedIT.com / aunderhill@dedicatedit.com

2129 N. Congress Ave. Rivera Beach, FL 33404

From: Mitrione, Stephanie <Stephanie.Mitrione@fpl.com>
Sent: Thursday, October 11, 2018 10:56 AM
To: Aaron Underhill <aunderhill@dedicatedit.com>
Subject: FPL Estimate

Aaron,

We have completed the design to remove the line across your building and relocate it to the south side of the road. The cost estimate is \$42,300.

Here is a breakdown of the work:

North side of the road

1. Install two inline wood poles and anchors to support the lines running east to west
2. Eliminate the wood pole located in the southwest corner of the bldg.
3. Remove the power lines from west of 8th St to the far east side of the bldg.

South side of the road

1. Install three new poles and anchors
2. Install new transformer
3. Relocate other aerial equipment from the north side

Please let me know if you have any questions. I look forward to hearing from you.

Stephanie

Stephanie L. Mitrione
Area Manager, External Affairs

Florida Power & Light Company
(561) 694-3758 (office)
(561) 371-1295 (mobile)
Stephanie.Mitrione@FPL.com



754 Park Ave



Dedicated IT Status

- Dedicated IT is committed to bringing its corporate headquarters to downtown Lake Park, where our employees will “live, work and play”.
- Dedicated IT has grown the number of staff by nearly 2x since we started this project (from 18 to 35).
- We are hiring, on average, a new employee every month. Our average salary is \$58k/year.
- At the pace Dedicated IT is growing, we will need to take over the 1600 square feet that was originally planned for the restaurant.
- Ideally, Dedicated IT would move to Lake Park in February of 2020.

Initial Progress Timeline

Building
Purchased
(July 2017)

Full site plan
approved by
Town
(Late 2017)

GC selected,
construction
estimate in
hand
(May 2018)

Leases with
Brewery and
Dedicated IT
(May 2018)

Started Appraisal
with Bank
(May 2018)



Setbacks / Solutions

- Building designed too close to an FPL power line. Did not have the minimum 10 feet of clearance for rooftop patio bar.
 - Attempted to redesign, but this reduced rentable space, increased construction cost, and ultimately, required an increase in rent.
 - Met with FPL and they are willing to relocate the power line.
- Delay while addressing FPL power line set project back 14 months, which put Dedicated IT in a position of finding a new corporate location.
 - Dedicated IT moved to Riviera Beach. Signed a very flexible lease that allows termination after January of 2020, with 90 days' notice, without penalty.
- With no rental income, and holding expenses (mortgage, insurance, Seacoast, etc.) we drained cash reserves.
 - Need help, here.

Assistance Required

- The biggest barrier to meeting the goal of occupancy by early 2020 is cash. (We need to begin construction in April of 2019.)
- Closing on a construction mortgage will take at 120 days. This will put completion of the project well into Q2 of 2020.
- We are asking the commission for three things:
 - Allow vendors' invoices to be direct-paid, rather than on a reimbursement basis.
 - Allow the Grant to be assigned to Dedicated IT, LLC
 - If funds are available, allow the acceleration the original grant (that was to be distributed over five years) to have these monies, or a portion of them, available immediately.
- A detailed breakout of the vendors who need to be paid, what their scope is and how it impacts our project is included in your packet.

Major Milestones (assuming direct pay of grant)

Permits
Submitted
(April 2019)

Demolition
Complete /
Start
Foundation
(May 2019)

Start
Underground
Plumbing and
Electric
(June 2019)

Relocate FPL
Lines
(September
2019)

Start
Demolition
and Site
Work
(April 2019)

Obtain
Building
Permit
(May 2019)

Address
Minor Site
Changes
(June 2019)

Occupancy
Dedicated IT
(Q1 2020)

Brewery
(Q1 of 2020,
or sooner if
possible)

Questions/Comments?

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **March 20, 2019** Agenda Item No. *Tab 10*

Agenda Title: RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA. AUTHORIZING THE TOWN MANAGER TO PAY FOR THE COST OF REPAIRS AND MODIFCATIONS TO THE NORTH AND SOUTH SECURITY GATES AT THE MARINA OUT OF THE MARINA FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Approved by Town Manager *[Signature]* Date: *3-4-19*

Name/Title **BRUCE BUTCHER, DOCKMASTER**

Originating Department: <p style="text-align: center;">MARINA</p>	Costs: \$ 13,425.69 Funding Source: <i>401-52000</i> Acct. # _____ <input type="checkbox"/> Finance <i>Raise</i>	Attachments: Resolution, <i>27-03-19</i> Adjustment Itemization (Attachment "A")
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 ____ Please initial one.

Summary Explanation/Background:

The marina gates, Fishing Pier or North Gate, and Floating Pier Gate or South Gate, are both in dire need of repairs and modifications to make them function better and be more secure. This is a big safety and security issue at the marina.

1. The North gate needs welding repairs and the addition of two 45 degree extensions to deter individuals from being able to climb around the gate. And install a bridge over the gate to stiffen up the gate overall.
2. The South gate needs welding repairs and modifications that will make it more secure and more durable. To start with, we will need to add another gate just to the north of the south gate, so individuals cannot just walk down the dock next to the gate and jump onto the gangway to get onto the floating pier. The two gates will be connected together. Then the addition of two 45 degree extensions to deter individuals from being able to climb around the gates and the adjacent dock, and install a bridge over both gates to stiffen up the gates overall.
3. Both the north and south gates also need the vertical posts to be reset in the concrete for strength.

All of these repairs and modifications should greatly improve the overall operation, safety and security of those areas. **Note:** Three vendors were asked for quotes. One did not produce a quote, the other did not want to do the necessary concrete work and the last vendor is the one I would like to use for the repairs and modifications.

Recommended Motion:

I move to adopt Resolution 27 -03-19

Attachment "A"

RESOLUTION NO. 27-03-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO PAY FOR MODIFICATION OF THE NORTH AND SOUTH SECURITY GATES AT THE MARINA AND INSTALLATION OF LOCKS; 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 by the Florida Constitution and Chapter 166, Florida Statutes;

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

WHEREAS, the cost of modifying and installing the North and South security gates will cost \$13,426; and

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 supported herein.

Section 2. The Town Commission hereby authorizes the Town Manager to pay Wilson Rowan for locks, the Knox Company for the surface mounts and West Point Industries for the North and South gate modifications, for a total amount of \$13,426.

Section 3. If any section, subsection, sentence, clause, phrase 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 4. This Resolution shall become effective immediately upon adoption.



Wilson-Rowan Locksmith

1304 Clare Avenue, West Palm Beach, FL 33401

Telephone (561) 655-3637 Fax (561) 655-3708 Email wilsonrowanlock@aol.com

Quote

Date	Quote #
2/4/2019	42725-4

Name / Address
Bruce Butcher, Dock Master Town of Lake Park, Lake Park Marina 105 Lakeshore Drive Lake Park, FL

Project
Gate locks

Terms	Signed quote, payment due within 30 days of receipt completion
--------------	--

Qty	Description	Unit Price	Amount
3	Aluminum weldable gate boxes for Trilogy PL3000	\$113.50	\$340.50

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials that may be required should problems arise.

Wilson-Rowan has a limited warranty on parts and labor for 90 days from the date of installation. If any serviceman or person other than a Wilson-Rowan authorized person removes or tampers with the hardware for any reason, or hardware has been abused, or hardware fails to operate for any reason other than defective parts or normal wear, this warranty will be null and void.

The Above estimate will be valid for a period of 30 days only.

If you have any further questions, please give us a call or send us an email. Thank you again for the opportunity to bid this job. We hope that our proposal meets your needs and that we can be of service to you.

Parts	340.50
Service & Labor	
Sub	\$340.50
Tax	0.00
TOTAL	\$340.50

Signature / Date _____

TRANSMISSION VERIFICATION REPORT

TIME : 01/09/2019 15:50
 NAME : LAKE PARK MARINA
 FAX : 5618813355
 TEL : 5618813353
 SER. # : BROM9J115999

DATE, TIME : 01/09 15:49
 FAX NO. / NAME : 916236872309
 DURATION : 00:00:45
 PAGE(S) : 02
 RESULT : OK
 MODE : STANDARD



INVOICE

FROM: Knox Company
 1601 W. Deer Valley Road
 Phoenix, AZ 85027

Email: orders@knoxbox.com
 Phone: 800-552-5669
 Fax: 623-687-2290
 Website: www.knoxbox.com/

TO: Bruce Butcher
 Lake Park Marina
 105 LAKE SHORE DR
 LAKE PARK, FL 33403-3548
 561-881-3353
bbutcher@lakeparkflorida.gov
 Customer Code: CKMYVX4
 Customer Phone: 561-881-3353

Order Date: 01/09/2019
 Order Number: 503906
 Invoice Number: 317571FL9KN
 Credit Card Number: xxxxxxxxxxxx0459
 Expires: 10/2023

Description	Price	QTY	AMOUNT
Model 3263 - Surface Mount, Hinged, Aluminum	\$334.00	2	\$668.00
Product #: 3263			
For Dept: Palm Beach County Fire & Rescue - PS-31-0002-01-78			
Install At: Lake Park Marina, Bldg: North Gate Bldg #105 105 Lake Shore Dr Lake Park, FL 33403 Lake Park Marina, Bldg: South Gate Bldg #103 105 Lake Shore Dr Lake Park, FL 33403			
		Shipping: Standard Ground	\$42.00
		Tax	\$0.00
		TOTAL	\$710.00

Thank you for shopping with Knox Company

12,374



West Point Industries

Estimate

1300 Old Dixie Highway Suite 101
Lake Park, FL 33403
www.westpointindustries.com
Phone: 561-848-8381
Fax: 561-842-6680

DATE

CUSTOMER

Lake Park Marina
Bruce Butcher (Dock Master)
(585) 771-7172

DESCRIPTION	UNIT PRICE	QTY	TAXED	Amount
North gate: Repair seawall concrete that is broken. Cut out existing post and re core drill larger hole for re anchor. Install 1" picket where missing. Add 2 braces using 2" x 2" tube. Add expanded metal on sections. Add pickets on top for deterrent. Kick back sections on both sides. Estimate is good for 10 business days due to material prices rising daily.	\$5,195.00			\$5,195.00

Subtotal	
Taxable	
Tax rate	<input type="text" value="7.000%"/>
Tax due	
Other	<input type="text"/>
TOTAL	\$5,558.65

Prepared by:
Joe Puleo
Owner

50% deposit prior to start, 50% due at completion.

Payment made after completion will accrue .5% interest daily.

I have read and understand the above terms.
Authorized Signature _____

Thank You For Your Business!



West Point Industries

Estimate

1300 Old Dixie Highway Suite 101
 Lake Park, FL 33403
 www.westpointindustries.com
 Phone: 561-848-8381
 Fax: 561-842-6680

DATE 12/18/2018

CUSTOMER

Lake Park Marina
 Bruce Butcher (Dock Matser)
 (585) 771-7172

DESCRIPTION	UNIT PRICE	QTY	TAXED	Amount
South Gate: Cut out existing latch post and re core drill hole larger. Re anchor, and re weld. Repair existing weld cracks. Tack weld existing expanded metal that is loose. Add 1 stainless steel spring hinge. Remove existing 3 horizontal pcs and re install new welded. Add expanded metal on all sections. Add pickets on all tops as a deterrent. New kick back section on south side. Add bridge on top to reinforce sections/rigidity. Estimate good for 10 business days due to material prices changing daily.	\$4,220.60			\$4,220.60

Prepared by:
Joe Puleo
 Owner

Subtotal	
Taxable	
Tax rate	7.000%
Tax due	
Other	
TOTAL	\$4,516.04

50% deposit prior to start, 50% due at completion.

Payment made after completion will accrue .5% interest daily.

I have read and understand the above terms.
 Authorized Signature _____

Thank You For Your Business!



West Point Industries

Estimate

1300 Old Dixie Highway Suite 101
 Lake Park, FL 33403
 www.westpointindustries.com
 Phone: 561-848-8381
 Fax: 561-842-6680

DATE 12/18/2018

CUSTOMER

Lake Park Marina
 Bruce Butcher (Dock Master)
 (585) 771-7172

DESCRIPTION	UNIT PRICE	QTY	TAXED	Amount
South Gate: Add section with smaller gate in addition to kick back.	\$2,150.00	1		\$2,150.00
Estimate is good for 10 business days due to material prices rising daily.				

Prepared by:
Joe Puleo
 Owner

Subtotal	
Taxable	
Tax rate	7.000%
Tax due	
Other	
TOTAL	\$2,300.50

50% deposit prior to start, 50% due at completion.

Payment made after completion will accrue .5% interest daily.

I have read and understand the above terms.
 Authorized Signature _____
Thank You For Your Business!

9518.25 TOTAL

A Ultimate Fabrication & Welding Services. Inc.

3560 Investment Lane, Suite 103B

West Palm Beach, FL 33404

561-844-2377 www.ultimatefabandweld.com

Estimate

Date	Estimate #
12/12/2018	5624

FRED

Name / Address
Lake Park Haror Marina 105 Lake Shore Drive Lake Park , FL 33403

NO CONCRETE WORK

Project

Description	Qty	Cost	Total
Mobile Steel Welding - REPAIR ALUMINUM GATE AT SOUTH BOAT DOCK BY ADDING NEW 3/4" ALUMINUM EXPANDED METAL 6' UP FROM BOTTOM ALL THE WAY ACROSS GATE, ADD NEW 2" X 2" X 1/8" FRAME ON ONE SIDE WITH 3/4" PICKETS STICKING 24" OUT AT A 45 DEGREE ANGLE WELD NEW 2" X 2" X 1/8" HEADER TUBE TO TOP WHERE GATE IS, REMOVE ALUMINUM GATE STOPS AND CABLE AND ADD NEW GATE STOP, WELD A NEW CUSTOMER PROVIDED LOCK BOX TO GATE. ALL WORK QUOTED DURING NORMAL BUSINESS HOURS. CUSTOMER TO PAINT.	1	2,747.90	2,747.90T
Discretionary Sales Tax 1% of first \$5,000.00		1.00%	27.48

Estimate good for 30 days - Waiver of Subrogation not included in quote	Subtotal	\$2,775.38
Thank you for the opportunity	Sales Tax (6.0%)	\$164.87
Approved By _____	Total	\$2,940.25

**A Ultimate Fabrication & Welding
Services, Inc.**
3560 Investment Lane, Suite 103B
West Palm Beach, FL 33404
561-844-2377 www.ultimatefabandweld.com

Estimate

Date	Estimate #
12/11/2018	5621

Name / Address
Lake Park Harbor Marina 105 Lake Shore Drive Lake Park , FL 33403

			Project
Description	Qty	Cost	Total
Mobile Steel Welding - REPAIR ALUMINUM GATE AT NORTH FISHING PIER DOCK BY ADDING NEW 3/4" ALUMINUM EXPANDED METAL 6' UP FROM BOTTOM ALL THE WAY ACROSS GATE, ADD NEW 2" X 2" X 1/8" FRAMES ON EACH SIDE WITH 3/4" PICKETS STICKING 24" OUT AT A 45 DEGREE ANGLE WELD NEW 2" X 2" X 1/8" HEADER TUBE TO TOP WHERE GATE IS, WELD A NEW CUSTOMER PROVIDED LOCK BOX TO GATE. ALL WORK QUOTED DURING NORMAL BUSINESS HOURS. CUSTOMER TO PAINT. Discretionary Sales Tax 1% of first \$5,000.00	1	2,467.98	2,467.98T
		1.00%	24.68
Estimate good for 30 days - Waiver of Subrogation not included in quote		Subtotal	\$2,492.66
Thank you for the opportunity		Sales Tax (6.0%)	\$148.08
Approved By _____		Total	\$2,640.74

A Ultimate Fabrication & Welding Services. Inc.
3560 Investment Lane, Suite 103B
West Palm Beach, FL 33404
561-844-2377 www.ultimatefabandweld.com

Estimate

Date	Estimate #
1/24/2019	5687

Name / Address
Lake Park Haror Marina 105 Lake Shore Drive Lake Park , FL 33403

Project

Description	Qty	Cost	Total
In House Fabrication - FABRICATE NEW 36" X 8' TALL ALUMINUM GATE FOR SOUTH DOCK OUT OF 2" X 2" X 1/8" SQ. TUBE FOR FRAME WITH 3/4" X 1/8" SQUARE PICKETS AT 4" O.C. AND NEW 3/4" # 9 EXPANDED METAL 6' UP FROM BOTTOM OF GATE. FABRICATE NEW 2" X 2" X 1/8" FRAME FOR ONE SIDE WITH 3/4" PICKETS STICKING 24" OUT FROM GATE AT A 45 DEGREE ANGLE. WELD NEW 2" X 2" X 1/8" HEADER TUBE TO TOP OF GATE. CUSTOMER TO PROVIDE LOCK FOR GATE. NOTE: ALL LEFT AS RAW MATERIAL. NO POWDER COATING. Discretionary Sales Tax 1% of first \$5,000.00	1	3,679.68	3,679.68T
		1.00%	36.80

Estimate good for 30 days - Waiver of Subrogation not included in quote	Subtotal	\$3,716.48
Thank you for the opportunity	Sales Tax (6.0%)	\$220.78
Approved By _____	Total	\$3,937.26

TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 20, 2019

Agenda Item No. Tab 11

Agenda Title: RESOLUTION APPOINTING A COMMISSIONER TO THE AUDIT COMMITTEE AND AUTHORIZING THE TOWN MANAGER TO IDENTIFY AND APPOINT TWO INDEPENDENT VOLUNTEERS TO THE COMMITTEE

- Checkboxes for SPECIAL PRESENTATION/REPORTS, BOARD APPOINTMENT, PUBLIC HEARING ORDINANCE ON READING, NEW BUSINESS, and OTHER.

Approved by Town Manager [Signature] Date: 3/4/19

Lourdes Cariseo, Finance Director Name/Title

Table with 3 columns: Originating Department (FINANCE), Costs/Funding Source, Attachments (Resolution No. 28-03-19), Advertised, and notification requirements.

Summary Explanation/Background:

The contract with the Town's external independent auditor has expired with the Fiscal Year 2017 audit. A Request for Proposals (RFP) has been issued for external auditing services.

Recommended Motions:

I move to approve Resolution No. 28-03-19, appointing _____ to the Lake Park Audit Committee and directing the Town Manager to identify and appoint a minimum of two other independent and qualified individuals from governmental agencies to serve with him/her.

RESOLUTION NO. 28-03-19

A RESOLUTION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO IDENTIFY AND ENGAGE AN AUDIT COMMITTEE FOR THE PURPOSE OF SELECTING AN AUDITING FIRM AS REQUIRED BY FLORIDA STATUTE; AND PROVIDING FOR 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, Section 218.391, *Florida Statutes* now establishes required procedures for the selection of auditors to perform the annual financial audit required by Section 218.39, *Florida Statutes*; and

WHEREAS, the legislature now requires that an audit committee be appointed by the Town Commission for the purpose of selecting an auditing firm and that all audit committees should have no fewer than three members in order to have meaningful discussion and deliberation; and

WHEREAS, qualified persons with experience in governmental financial reporting and auditing from outside sources independent of the Town Commission (i.e., the governing board) may be appointed to serve on the audit committee; and

WHEREAS, Section 218.391, *Florida Statutes* establishes that the audit committee be comprised of volunteer members of the Commission and qualified volunteers from neighboring municipalities; and

WHEREAS, the current contract period with the audit firm for independent audit services has ended; and

WHEREAS, The Town has issued a Request for Proposals for independent audit services to perform the annual financial audit required by Section 218.39, *Florida Statutes* and will need to establish an audit committee to review the proposals received.

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

Section 1: The Town Commission hereby authorizes the Town Manager to identify and engage an audit committee consisting of the following:

1. One volunteer member of the Commission, as appointed by the Town Commission who shall be _____; and
2. Two qualified volunteers from governmental agencies who shall be identified and appointed by the Town Manager.

Section 2. This resolution shall take effect immediately upon adoption.

TAB 12



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 20, 2019

Agenda Item No. *Tab 12*

Agenda Title: Selecting a Date, Time, Location, and Invitees for the Volunteer Recognition Reception.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 3-13-19

Vivian Mendez - Town Clerk
Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 700.00 Funding Source: Promotional Activities Acct. # 100-48000 <input type="checkbox"/> Finance <u><i>[Signature]</i></u>	Attachments: Invitee list
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><i>V.M.</i></u> Please initial one.

Summary Explanation/Background: Each year the Commission honors its volunteers with a Volunteer Appreciation Reception or dinner. Last year the Commission honored its volunteers by hosting a reception at Brick & Barrel Pub on Park Avenue. The total budget this year is \$700.00, which is less than last year.

The purpose of this agenda item is for the Commission to discuss the date & time, location, type of event, and invitee list for the event. Staff is recommending utilizing the Lake Shore Park Indoor Pavilion on Lake Shore Drive as its venue.

Date of the event: Staff is suggesting that the month of May be considered for the event. Friday, May 3rd; Friday, May 10th; and Friday, May 17th.

Location: Staff is recommending the Lake Shore Park Indoor Pavilion. We are also open to any suggested location the Commission desires. The Mirror Ballroom may be under construction during the month of May and not an option as a venue.

Type of Event: Would the Commission wish to have a meet & greet type of event such as it has done over the past? Cheese, crackers, and other types of finger foods, with beer, and wine?

Invitee list: Attached is the most current Town organizational list maintained by the Town Manager's office.

Recommended Motion: I move to:

Select the date of the Volunteer Recognition Reception as _____.

Select the location _____.

Select the type of event _____.

Select the invitees for the event _____.

**TOWN OF LAKE PARK
COMMUNITY ORGANIZATIONS**

	ORGANIZATION	CONTACT	E-MAIL	WEBISTE	NOTES
1	A.E.M. FOR THE HEART, INC. Angela English, President 114 N. Federal Highway Lake Park, FL 33403	561-881-8581 561-644-6888 Cell 561-881-8581 Fax	aemfortheheart@gmail.com	www.aemfortheheart.org/home.html	Free camps and music lessons for Autistic and Haitian children in the Lake Park community.
2	ARTISTS OF PALM BEACH COUNTY Joseph Freidman, President Art on Park Gallery 800 Park Avenue, Lake Park, FL 33403	561-345-2842 561-345-2842(Fax)	artistsofpbc@gmail.com	www.artistsofpalmbeachcounty.com	Open Monday-Saturday, 12-6 p.m.
3	BETHLEHEM HAITIAN BAPTIST CHURCH Vilnet Vilse, Pastor 425 Crescent Drive, Lake Park, FL 33403	561-845-2333 561-324-4175 561-541-0342 (Cell)	vvilse45@gmail.com	n/a	Bethlehem Community Empowerment Center
4	BRIDGES AT LAKE PARK Anishka Hepburn, Director 1411 10th Street, Lake Park, FL 33403	561-881-5060 x-301 (Office) 561-635-8785 (Cell) 561- 840-5065 (Fax)	anishka.hepburn@chsfl.org	www.chsfl.org	Monthly Staff Meetings held second Wednesday of every month, 2 p.m. at Bridges at Lake Park.
5	BRIGHT FUTURES ACADEMY CHARTER SCHOOL Kendall Artusi, CEO Bright Futures Academy Network 10350 Riverside Drive, Palm Beach Gardens, FL 33408	561-253-7504 (Office) 561-254-2997 (Cell)	kendall.arutusi@brightfuturesacademy.com	www.brightfuturesacademy.com	Quarterly Board Meetings
6	CLUB 100 CHARITIES, INC. Harry Drier, Director (Lake Park Community Outreach Center) 5380 Ocean Drive, 6D, Riviera Beach, FL 33404	561-842-4335 (Office) 561-601-8211 (Cell) 561-844-3082 (Fax)	drierh@aol.com	www.club100usa.org/lake-park-community-center/	Quarterly Member and Board Meetings- not on a scheduled basis. Director of Lake Park Community Outreach Center on the campus of the Bethlehem Baptist Haitian Church.
7	FIRST BAPTIST CHURCH OF LAKE PARK John Thompson, Senior Pastor 625 Park Avenue, Lake Park, FL 33403	561-844-1609 561-848-8310 (Fax)	john@fbclakepark.com	www.lakeparkbaptist.org/church	Office Hours: Monday-Friday, 8:30 a.m.-4:30 p.m.
8	FRIENDS OF THE LAKE PARK PUBLIC LIBRARY Sue Duchene, Treasurer (Contact) Lake Park Public Library 529 Park Avenue, Lake Park, FL 33403	561-881-7207 561-801-2007 (Sue Cell) 561-881-3336 (Fax)	s.duchene@att.net	www.lakepark-fl.gov/friends-library	Meetings: First Tuesday monthly unless otherwise scheduled. Marie Michaud, President, Anne Lynch, Vice-President, Sue Duchene, Treasurer, Dianne Sophinos, Secretary.

**TOWN OF LAKE PARK
COMMUNITY ORGANIZATIONS**

	ORGANIZATION	CONTACT	E-MAIL	WEBISTE	NOTES
	HOLY GROUND SHELTER FOR HOMELESS, INC. Janet Kranich, President 9 200 W. 20th Street, Riviera Beach, FL 33404	561-355-5040 (Office) 561-512-2650 (Cell)	holygroundshelter@msn.com	www.holygroundpbc.org/	Meetings: Third Saturday at 10 a.m., 200 W. 20th Street, Riviera Beach. Note: Organization does not have an official office in Lake Park. Operates out of Riviera Beach but rents apartments in Lake Park for families in their program.
10	KIWANIS OF LAKE PARK Roger Michaud, President 355 E. Ilex Drive, Lake Park, FL 33403	561-863-5356 (Office) 561-512-3914 (Cell)	michaud_r@bellsouth.net	www.floridakiwanis.com	Meetings: Every week Thursday Noon for lunch at Tall Trails Restaurant. Programs for children. Works with elementary schools in Lake Park. Facebook Page: https://www.facebook.com/pages/Kiwanis-Club-of-Lake-Park/153905924642974
11	LAKE PARK CITIZENS ON PATROL (COP) Njoki Kamiru-White, Volunteer Captain Unit #68 North Rovers Palm Beach County Sheriff's Office-District 10 700 6th Street, Lake Park, FL 33403	561-452-3725	nkamiru@gmail.com	www.pbso.org/index.cfm?fa=COP	Meetings: Third Thursday of each month at 7 p.m., PBSO District 10, 700 6th Street, Lake Park.
12	LAKE PARK COMMUNITY DEVELOPMENT CORPORATION - SEEDS OF HOPE COMMUNITY GARDEN Erin T. Flaherty, Director 639 Evergreen Drive, Lake Park, FL 33403	561-252-7179	erintflaherty@gmail.com OR seedsofhopecommunitygarden@gmail.com OR Lakeparkcdc@gmail.com	www.lakeparkcdc.com	Meetings: Every 3rd Thursday, 6:30 p.m., Lake Park Public Library or the Community Garden, 725 Foresteria Drive, Lake Park.
13	LAKE PARK COMMUNITY WATCH Lynn Dutaud, Chair/Director/Registered Agent 430 Evergreen Drive, Lake Park, FL 33403	561-543-4123	dutaud@bellsouth.net	n/a	Meetings: The second Wednesday of every second month (Even Months) at 6:30 p.m. at Lake Park Public Library
14	LAKE PARK HISTORICAL SOCIETY L.J. Parker, President, Archivist, Publisher 3661 Bahama Road, Palm Beach Gardens, FL 33410-2368	Evergreen House: 561-840-4870 (Leave Message) L.J. Parker: 561-622-0383 (Home)	olelj@yahoo.com OR LPHS_1@yahoo.com	n/a	Archive Work: Tuesday's 10 a.m.-1 p.m. (Usually 5:30 a.m.) Meetings: Fourth Monday of Each Month, 7 p.m. (except December) at Evergreen House, 601 Federal Highway, Lake Park, FL.

**TOWN OF LAKE PARK
COMMUNITY ORGANIZATIONS**

	ORGANIZATION	CONTACT	E-MAIL	WEBISTE	NOTES
15	LAKE PARK VFW - Donald Ross Post 9610 Jack McDermott, Quarter Master Robert McQuaid, Commander 354 10th Street, Lake Park, FL 33403	561-842-9110	vfw9610@att.net	www.vfw.org	Meetings: Third Thursday of Each Month, 7:30 p.m. VFW Hours: Monday-Sunday 11 a.m.-10 p.m. Facebook: www.facebook.com/VFW-Post-9610-Lake-Park-Florida-200858263302019/
16	OPERATION HOPE, INC. Ken Bowers, Executive Director 1253 10th Street, Lake Park, FL 33403	561-249-1552 (Office) 561-396-7969 (Cell)	operationhopeinc@yahoo.com	www.operationhope.org	Meetings: Board meetings every other Tuesday, 10 a.m.
17	ST. JOHN'S EVANGELICAL LUTHERAN CHURCH Gary Leopard, Pastor 241 Cypress Drive, Lake Park, FL 33403	561-848-3142	stjohnschurch561@gmail.com	www.st-johns-church.com	
18	TREASURE COAST REGIONAL PLANNING COUNCIL Michael J. Busha, Executive Director 421 SW Camden Avenue, Stuart, FL 34994	772-221-4060 772-221-4067 (Fax)	mbusha@tcrpc.org Kim DeLaney: kdelaney@tcrpc.org Dana Little: dlittle@tcrpc.org	www.tcrpc.org	Council Meetings: Third Friday of each month, 9:30 a.m. Wolf High Technology Center Indian River State College Chastain Campus, 400 SE Salerno Road, Stuart, FL 34997 Working Contacts: Kim Delaney, Director of Strategic Development and Policy Dana Little, Urban Design Director

Town Board Members

CRA

Chair,
Michael O'Rourke

Planning & Zoning

Martin Schneider
Vice-Chair

CRA

Board Member
Erin Flaherty

Planning & Zoning

Judith Thomas
Chair

CRA

Vice-Chair
Kimberly Glas-Castro

Planning & Zoning

Joseph Rice
Board Member

CRA

Board Member
Roger Michaud

Planning & Zoning

Lawrence "Larry" Malanga
Board Member

CRA

Board Member
Anne Lynch

Planning & Zoning

Charlemagne "Charlie" Metayer
Board Member

CRA

Christiane Francois

CRA

Rhonda "Jo" Brockman

Library Board

Robert Shelton
Regular Member

Library Board

Guadalupe Lawrence
Vice-Chair
Regular Member

Library Board

Tony Bontrager
Chair

TAB 13



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 20, 2019 **Agenda Item No.** *Tab 13*

Agenda Title: **RESOLUTION OF THE TOWN OF LAKE PARK COMMISSION, FLORIDA, AUTHORIZING THE MAYOR TO DIRECT AND EXECUTE A LEASE PURCHASE AGREEMENT WITH STERLING NATIONAL BANK FOR THE FUNDING OF THE INFRASTRUCTURE RENEWAL PROJECT TO REDUCE UTILITY, OPERATING AND MAINTENANCE COSTS; AND PROVIDING FOR AN EFFECTIVE DATE**

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

Approved by Town Manager *Lourdes Cariseo* **Date:** *3-15-19*
Lourdes Cariseo, Finance Director
Name/Title

Originating Department: <p style="text-align: center;">Marina</p>	Costs Funding Source: Sterling National Bank Loan Funding of Infrastructure <input checked="" type="checkbox"/> Finance _____ LC _____	Attachments: Resolution, <i>29-03-19</i> Adjustment Itemization (Attachment "A")
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 _ Please initial one.

Summary Explanation/Background:

The Town of Lake Park entered into a Project Development Agreement (PDA) with Johnson Controls, Inc. on November 7, 2018 to develop an infrastructure renewal project to be funded by savings from reductions in utility costs, reductions in operating and maintenance costs, and future capital cost avoidance

Johnson Controls issued on RFP for the Town's Equipment Lease Purchase January 2019. The lowest rate was provided by Sterling National Bank, with a rate of 3.65% for a period of seventeen years and ten months. The proceeds will be held in an escrow account by Sterling National Bank, and released to the Town through drawdowns, as work is completed. This escrow account is estimated to last nine months, with interest accruing to the benefit of the Town.

The lease purchase will be secured by covenant of the Town's General Fund Revenue to budget and appropriate to pay interest and principal annually. Debt service funds will be budgeted in the General Fund's department number 900.

The lease purchase amount is not to exceed \$1,494,679, and the attached amortization schedule confirms the first payment is due January 2020 in the amount of \$105,324.00. All remaining annual payments will be due in January through the life of the lease. The Budget for 2019/2020 will include the first year's payment of the debt.

Recommended Motion:

I move to adopt Resolution 2903-19.

Attachment "A"

RESOLUTION NO. 29-03-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LEASE PURCHASE AGREEMENT AND RESOLUTION WITH STERLING NATIONAL BANK FOR INSTALLATION OF AND RENEWAL OF FACILITY INFRASTRUCTURES TO REDUCE ENERGY, WATER, WASTEWATER COSTS, AND REDUCE FUTURE CAPITAL COSTS; 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 by the Florida Constitution and Chapter 166, Florida Statutes ;

WHEREAS, Chapter 2 of the Town Code requires that the Town Commission authorize the Mayor to execute a Lease/Purchase Agreement to provide energy performance installation by Johnson Controls, and

WHEREAS, The Town is financing the funds to develop an infrastructure renewal project to be funded by reductions in utility costs, reductions in operating and maintenance cost, and future capital cost avoidance by Johnson Controls, Inc.

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 supported herein.

Section 2. The Mayor is hereby authorized and directed to execute the agreement and resolution for the lease/purchase financing with Sterling National Bank in an amount not to exceed \$1,494,679.00. The term of the agreement is seventeen years and ten months. The debt will be repaid from General Fund Revenues, with a covenant to budget and appropriate annually to meet the debt service payments. A copy of which is attached hereto and incorporated herein as exhibit "A".

Section 3. 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 4. This Resolution shall become effective immediately upon adoption.

Exhibit A--Sample Amortization Schedule

Funding Amount:	\$1,494,679.00	Interest Rate:	3.650%
Down Payment:	\$0.00	Closing Date:	3/28/2019
Capitalized Interest:	\$0.00	Term (years):	17.83
Cost of Issuance:	<u>\$0.00</u>		
Amount Financed:	\$1,494,679.00		

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Interest Component</u>	<u>Principal Component</u>	<u>Outstanding Balance</u>	<u>Redemption Price</u>
Principal:	3/28/2019				\$1,494,679.00	No Call
1	1/1/2020	\$105,324.00	\$41,701.54	\$63,622.46	\$1,431,056.54	No Call
2	1/1/2021	\$106,278.00	\$52,233.56	\$54,044.44	\$1,377,012.10	No Call
3	1/1/2022	\$107,260.00	\$50,260.94	\$56,999.06	\$1,320,013.04	No Call
4	1/1/2023	\$108,274.00	\$48,180.48	\$60,093.52	\$1,259,919.52	No Call
5	1/1/2024	\$109,318.00	\$45,987.06	\$63,330.94	\$1,196,588.58	No Call
6	1/1/2025	\$110,390.00	\$43,675.48	\$66,714.52	\$1,129,874.06	\$1,141,172.80
7	1/1/2026	\$111,498.00	\$41,240.40	\$70,257.60	\$1,059,616.46	\$1,070,212.62
8	1/1/2027	\$112,639.00	\$38,676.00	\$73,963.00	\$985,653.46	\$995,509.99
9	1/1/2028	\$113,813.00	\$35,976.35	\$77,836.65	\$907,816.81	\$916,894.98
10	1/1/2029	\$115,020.00	\$33,135.31	\$81,884.69	\$825,932.12	\$834,191.44
11	1/1/2030	\$116,268.00	\$30,146.52	\$86,121.48	\$739,810.64	\$739,810.64
12	1/1/2031	\$117,550.00	\$27,003.09	\$90,546.91	\$649,263.73	\$649,263.73
13	1/1/2032	\$118,872.00	\$23,698.13	\$95,173.87	\$554,089.86	\$554,089.86
14	1/1/2033	\$120,233.00	\$20,224.28	\$100,008.72	\$454,081.14	\$454,081.14
15	1/1/2034	\$121,635.00	\$16,573.96	\$105,061.04	\$349,020.10	\$349,020.10
16	1/1/2035	\$123,080.00	\$12,739.23	\$110,340.77	\$238,679.33	\$238,679.33
17	1/1/2036	\$122,450.00	\$8,711.80	\$113,738.20	\$124,941.13	\$124,941.13
18	1/1/2037	\$129,501.48	\$4,560.35	\$124,941.13	\$0.00	
Totals:		\$2,069,403.48	\$574,724.48	\$1,494,679.00		



Mark A. Cargo
Managing Director
Sterling National Bank
9667 Ravenscroft LN NW
Concord, NC 28027
704-287-4493
Email: mcargo@snb.com
Website: www.snb.com

March 4, 2019

Lake Park, FL
C/O Johnson Controls, Inc.
507 East Michigan Street
Milwaukee, WI 53201

Project: Tax-Exempt Lease Purchase for a Performance Contract Project

Sterling National Bank (“SNB”) is pleased to present this financing proposal (the “Term Sheet”) to Lake Park, FL subject to final credit approval, in connection with the above-referenced project. Working with SNB has several major advantages, including:

- **Experience and Expertise:** Each member of the SNB Public Finance team has significant experience regarding the financing of essential governmental equipment and projects, and can help you document your financing in a manner that complies with applicable local laws.
- **Financial Capability:** The SNB Public Finance team is part of Sterling National Bank, a publicly traded commercial bank, which has the capability of funding tax-exempt financings on a nationwide basis.
- **Reliability:** The SNB Public Finance team prides itself on excellent customer service and the prompt closing of awarded transactions.
- **Simplified Financing Structure:** SNB is proposing to finance 100% of the Project via a tax-exempt lease purchase agreement.

We look forward to working with you and your team on this assignment, and please do not hesitate to contact us with any questions, comments or concerns. We are positive that you’ll enjoy working with SNB.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Mark A. Cargo', written over a light blue horizontal line.

Mark A. Cargo
Managing Director
mcargo@snb.com
www.snb.com



Mark A. Cargo
Managing Director
Sterling National Bank
9667 Ravenscroft LN NW
Concord, NC 28027
704-287-4493
Email: mcargo@snb.com
Website: www.snb.com

TERM SHEET

TYPE OF FINANCING: A Tax Exempt Lease Purchase Agreement (the "Lease"), with repayment subject to annual appropriations, which will enable the Borrower to finance the "Project" as noted in the RFP. Lender will fund the Lease on a private-placement basis.

LESSEE: Lake Park, Florida

LESSOR: Sterling National Bank, or its designee or assignee

ESCROW OPTION: The Lease proceeds shall be funded into an escrow account (the "Escrow Fund"), with disbursements made to the Contractor as the construction is performed and completed. The Escrow shall be set up with Sterling National Bank at no cost and will be collateralized as required by the State of Florida. The Escrow Fund is expected to last approximately nine months and earnings shall accrue to the benefit of the Lessee.

AMOUNT FINANCED: \$1,494,679

EQUIPMENT/USE: The "Project" as noted in the RFP under Project Background.

TERM: Approximately Seventeen (17) years and Ten (10) months (see Exhibit A).

PAYMENT STRUCTURE: Lessee shall make principal and interest Lease payments as set forth in Exhibit A. Payments will be made from any and all legally available funds.

INTEREST RATE: A. 3.65%

INTEREST RATE LOCK: The Interest Rate quoted above is valid for a closing within Twenty Five (25) days from the date of this Term Sheet (through March 29, 2019). Should closing occur after such date, the Interest Rate will be subject to adjustment five (5) days prior to closing date utilizing the following index formula:

Interest Rate = (Index + 191 bps) x .79

Where Index = Ten (10) year Libor Swap Rate, which was 2.75% at close of business on March 1, 2019.

BANK QUALIFICATION:

The Lease will be designated as either Bank or Non-Bank Qualified Tax-Exempt (Exhibit A) Obligation under section 265(b) of the Internal Revenue Code of 1986, as amended.

SECURITY:

The Lessor will be secured by a security interest in the FIMs (as noted in the RFP) and any money related to the project held in escrow. The Lessee's obligation to make lease payments under the Lease are subject to annual appropriation of funds. During the term of the Lease Agreement, the Lessee shall hold legal title to the leased equipment and any repairs, replacements, substitutions, and modifications thereto.

MAINTENANCE & INSURANCE:

All maintenance and insurance are the responsibility of Lessee. Lessee shall bear all risk of loss or damage to the Project and shall be responsible for keeping the Project insured with companies satisfactory to and for such amounts as required by Lessor. Lessor and its affiliates, successors and assigns must be named as loss payee and additional insured as applicable on all insurance policies. Evidence of such insurance must be satisfactory to Lessor.

PREPAYMENT:

Lessee shall have the right to pre-pay the Lease in whole on any payment date by paying the Redemption Price, provided that Lessee gives Lender at least thirty (30) days prior written notice of its intent to do so. The Redemption Price, as a percentage of the then-outstanding TELP balance, shall be equal to:

Exhibits A:

Year:	Percentage:
1-5	No Call
6-10	101%
Thereafter	100%

FEES OF LENDER:

None, for normal and customary document review and generation. The costs of issuance incurred by Lessee, such as loan counsel fees, are payable by Lessee and may be capitalized into the Lease upon request.

DOCUMENTATION:

Lessee shall provide standard Lease documentation for the Lease, subject to review & approval by Lender. Lessee shall provide an opinion of legal counsel attesting to the legal, valid, binding and enforceable nature of the Lease. The Lessor will use Gilmore & Bell as counsel to review the documents.

ASSIGNMENT:

Sterling National Bank (the "Purchaser/Lender") is purchasing the Loan Obligation as a vehicle for making a commercial loan for its own account with the present intent to hold the Loan Obligation to maturity or earlier prepayment, and without any present intent to distribute or sell any interest therein or portion, provided, however, the Purchaser/Lender reserves the right – without the consent of (but with notice to) the Borrower - to assign, transfer or convey the Loan or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the Borrower, unless and until the Purchaser/Lender has delivered to the Borrower written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the registered owner of the Loan or (ii) banks, insurance companies or other financial institutions or their affiliates. Nothing in the Loan shall limit the right of the Purchaser/Lender or its assignees to sell or assign participation interests in the Loan to one or more entities listed in (i) or (ii). Sterling National Bank will sign an Investment Letter and a sample copy has been included with this Term Sheet.

IRS CIRCULAR 230 DISCLOSURE:

Lessor and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not written or intended to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with Lessor of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

ADVISORY DISCLOSURE:

SNB is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and its related rules and regulations. In providing this Term Sheet, SNB is not providing any advice, advisory services, or recommendations with respect to the structure, timing, terms, or similar matters concerning an issuance of municipal securities. This Term Sheet is a commercial, arms-length proposal that does not create a fiduciary duty by SNB to the Lessee. The Lessee may engage, separately and at its own cost, an advisor to review this Term Sheet and the proposed transaction on the Lessee's behalf.

CREDIT APPROVAL:

Although favorably prescreened the Lease is subject to formal credit approval by SNB and the negotiation of mutually acceptable documentation. For due diligence, Lender will require Lessee's three (3) most recent audited financial statements, its most recently adopted budget, a complete Project listing, a copy of any contract in connection with the Project, and any other information that Lessor may reasonably require.

PROPOSAL EXPIRATION:

Unless accepted by the Lessee or extended in writing by SNB at its sole discretion, this Term Sheet shall expire on March 8, 2019.

Upon receipt of the signed Term Sheet, we will endeavor to provide you with a timely commitment and we will use good faith efforts to negotiate and finance the Lease based on the terms herein. It is a pleasure to offer this financing proposal and we look forward to your favorable review.

Very truly yours,



Mark A. Cargo
Managing Director
mcargo@snb.com
www.snb.com

Agreed to and Accepted by:
Lake Park, Florida

_____ (Name)

_____ (Title)

_____ (Date)

Exhibit A--Sample Amortization Schedule

Funding Amount:	\$1,517,880.00	Interest Rate:	3.680%
Down Payment:	\$0.00	Closing Date:	3/29/2019
Capitalized Interest:	\$0.00	Term (years):	17.83
Cost of Issuance:	<u>\$0.00</u>		
Amount Financed:	\$1,517,880.00		

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Interest Component</u>	<u>Principal Component</u>	<u>Outstanding Balance</u>	<u>Redemption Price</u>
Principal:	3/29/2019				\$1,517,880.00	No Call
1	2/1/2020	\$116,168.69	\$47,287.99	\$68,880.70	\$1,448,999.30	No Call
2	2/1/2021	\$116,168.69	\$53,323.17	\$62,845.52	\$1,386,153.78	No Call
3	2/1/2022	\$116,168.69	\$51,010.46	\$65,158.23	\$1,320,995.55	No Call
4	2/1/2023	\$116,168.69	\$48,612.64	\$67,556.05	\$1,253,439.50	No Call
5	2/1/2024	\$116,168.69	\$46,126.57	\$70,042.12	\$1,183,397.38	No Call
6	2/1/2025	\$116,168.69	\$43,549.02	\$72,619.67	\$1,110,777.71	\$1,121,885.49
7	2/1/2026	\$116,168.69	\$40,876.62	\$75,292.07	\$1,035,485.64	\$1,045,840.50
8	2/1/2027	\$116,168.69	\$38,105.87	\$78,062.82	\$957,422.82	\$966,997.05
9	2/1/2028	\$116,168.69	\$35,233.16	\$80,935.53	\$876,487.29	\$885,252.16
10	2/1/2029	\$116,168.69	\$32,254.73	\$83,913.96	\$792,573.33	\$800,499.06
11	2/1/2030	\$116,168.69	\$29,166.70	\$87,001.99	\$705,571.34	\$705,571.34
12	2/1/2031	\$116,168.69	\$25,965.03	\$90,203.66	\$615,367.68	\$615,367.68
13	2/1/2032	\$116,168.69	\$22,645.53	\$93,523.16	\$521,844.52	\$521,844.52
14	2/1/2033	\$116,168.69	\$19,203.88	\$96,964.81	\$424,879.71	\$424,879.71
15	2/1/2034	\$116,168.69	\$15,635.57	\$100,533.12	\$324,346.59	\$324,346.59
16	2/1/2035	\$116,168.69	\$11,935.95	\$104,232.74	\$220,113.85	\$220,113.85
17	2/1/2036	\$116,168.69	\$8,100.19	\$108,068.50	\$112,045.35	\$112,045.35
18	2/1/2037	<u>\$116,168.69</u>	<u>\$4,123.34</u>	<u>\$112,045.35</u>		
Totals:		\$2,091,036.42	\$573,156.42	\$1,517,880.00		



ABOUT – STERLING NATIONAL BANK

Sterling Bancorp, of which the principal subsidiary is Sterling National Bank, specializes in the delivery of service and solutions to business owners, their families, and consumers within the communities we serve through teams of dedicated and experienced relationship managers. Sterling National Bank offers a complete line of commercial, business, and consumer banking products and services. In a 2012 annual survey commissioned by Forbes and prepared by Governance Metrics International, a global leader in corporate governance, we were named one of America's 100 Most Trustworthy Companies. Sterling National Bank has origins dating to 1888, and Sterling Bancorp is traded on the New York Stock Exchange under the symbol "STL". For more information about Sterling Bancorp and Sterling National Bank, please visit www.snb.com.

The public finance group of Sterling National Bank provides tax-exempt and taxable financing solutions on a nationwide basis for state & local governments, non-profit corporations, and the federal government. Projects financed include virtually all types of essential capital items, including equipment, vehicles, energy efficiency & renewable energy equipment, and real property. Financing terms are tied to the useful life of the capital improvements, and range from 3 to 20 years. Each member of the public finance team has 25 or more years of lending experience, and is committed to the timely closing of awarded transactions.

CONTACT INFORMATION

For more information about this financing opportunity, please contact:

Mark Cargo
Managing Director
Sterling National Bank
Phone: (704) 287-4493
Email: mcargo@snb.com

\$1,494,679
EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF MARCH 28, 2019, BETWEEN
STERLING NATIONAL BANK, AS LESSOR, AND THE
TOWN OF LAKE PARK, FLORIDA, AS LESSEE
CLOSING DATE: MARCH 28, 2019

LIST OF CLOSING DOCUMENTS

**Document
Number**

1. Equipment Lease Purchase Agreement, with the following exhibits attached:
Exhibit A: Equipment Schedule.
Exhibit B: Payment Schedule.
2. Florida Rider to Equipment Lease Purchase Agreement.
3. Escrow Agreement, with the following items attached:
Exhibit A: Certificate of Acceptance and Payment Request.
Schedule 1: Escrow Agent Fees.
4. Third Party Custodian Agreement among Lessee, Sterling National Bank, as escrow agent, and Bank of New York, as custodian.
5. Lessee's Closing Certificate, with evidence of authorization from Lessee's governing body attached.
6. Essential Use Certificate.
7. Opinion of Lessee's Counsel.
8. IRS Form 8038-G.
9. Insurance Coverage Requirements, together with certificates of insurance.
10. Performance Contract.
11. Payment and Performance Bonds, together with Dual Obligee Rider naming Lessor as an additional obligee.
12. Form W-9 from Lessee.
13. Letter from Sterling National Bank to Lessee regarding municipal advisor representation.
14. Participation Certificate between Sterling National Bank and Sterling National Funding Corp.
15. Lessor's Disclosure Letter.
16. Distribution List.
17. *[Any additional documents required by State law.]*

EQUIPMENT LEASE PURCHASE AGREEMENT

THIS EQUIPMENT LEASE PURCHASE AGREEMENT (the “Agreement”), is dated as of March 28, 2019, between **STERLING NATIONAL BANK**, a national banking association organized and existing under the laws of the United States of America, as Lessor (“Lessor”), and the **TOWN OF LAKE PARK, FLORIDA**, a political subdivision organized and existing under the laws of the State of Florida, as Lessee (“Lessee”), wherein the parties hereby agree as follows:

Section 1. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Agreement**” means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Commencement Date**” is the date when the term of this Agreement and Lessee’s obligation to pay rent commences, which date will be the earlier of (i) the date on which the Equipment is accepted by Lessee in the manner described in **Section 13**, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an escrow agent.

“**Equipment**” means the property described on the Equipment Schedule attached hereto as **Exhibit A**, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

“**Event of Default**” means an Event of Default described in **Section 35**.

“**Issuance Year**” is the calendar year in which the Commencement Date occurs.

“**Lease Term**” means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in **Section 6**.

“**Lessee**” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“**Lessor**” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“**Maximum Lease Term**” means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment Date set forth on the Payment Schedule.

“**Net Proceeds**” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“**Original Term**” means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

“**Payment Schedule**” means the schedule of Rental Payments and Purchase Price set forth on **Exhibit B**.

“**Purchase Price**” means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Equipment.

“**Renewal Terms**” means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee’s fiscal year.

“**Rental Payment Dates**” means the dates set forth on the Payment Schedule on which Rental Payments are due.

“**Rental Payments**” means the basic rental payments payable by Lessee pursuant to **Section 9**.

“**State**” means the State of Florida.

“**Vendor**” means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment, as listed on **Exhibit A**.

Section 2. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision. Lessee has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(j) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(k) The Equipment described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(l) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of this Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(o) Lessee has never failed to pay payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of Lessee.

(p) The useful life of the Equipment will not be less than the Maximum Lease Term.

(q) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the escrow agreement, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(r) Lessee has provided Lessor with audited financial statements through September 30, 2017. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due under the Agreement since September 30, 2017.

(s) Lessee will pay the excess (if any) of the actual costs of acquiring the Equipment under the Agreement over the amount deposited by Lessor in the escrow fund, if any, established under any related escrow agreement and interest earnings thereon.

(t) Lessee will, upon request of Lessor and at Lessor's expense, assist Lessor in obtaining a current rating on the payment obligations of Lessee under the Agreement from a nationally recognized securities rating organization selected by Lessor.

(u) *[Lessee initial here if the following provision **IS** applicable: _____]*
*[Lessee initial here if the following provision **IS NOT** applicable: _____]*

Lessee hereby designates this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue or enter into in excess of \$10,000,000 of tax-exempt obligations (including this Agreement, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year, without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

Section 3. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment, together with any costs of entering into this Agreement that are expected to be financed under this Agreement, will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

Section 4. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 5. Lease Term. The Original Term of this Agreement will commence on the Commencement Date and will terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee will be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee has terminated this Agreement pursuant to **Section 6** or **Section 31**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Payment Schedule.

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term of this Agreement and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to **Section 8**;

(b) the exercise by Lessee of the option to purchase the Equipment under the provisions of **Section 31** and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under **Section 36**; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 7. Continuation of Lease Term. Lessee currently intends, subject to the provisions of **Section 8** and **Section 12**, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 8. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

Section 9. Rental Payments. Lessee will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its due date.

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 10. Interest Component. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 11. Rental Payments To Be Unconditional. Except as provided in Section 8, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances.

Section 12. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee, is from year to year and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 13. Delivery, Installation and Acceptance of the Equipment. Lessee will order the Equipment, cause the Equipment to be delivered and installed at the locations specified on Exhibit A and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee will immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor. After it has been installed, the Equipment will not be moved from the locations specified on Exhibit A without Lessor's consent, which consent will not be unreasonably withheld.

Section 14. Enjoyment of Equipment. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 15. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 16. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Section 17. Maintenance of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor.

Section 18. Title to the Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 31 or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 19. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising the escrow fund, if any, established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 20. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 22. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall also provide to Lessor a payment and performance bond naming Lessor as a dual obligee and issued by a surety company rated "A" or better by AM Best. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and an additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 23. Advances. In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums on the thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

Section 24. Financial Information. Lessee shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs. Lessee shall have an annual audit of the financial condition of Lessee made by an independent certified public accountant promptly following the end of each fiscal year. Such report shall include statements in reasonable detail, certified by such accountant, reflecting Lessee's financial position as of the end of such fiscal year and the results of Lessee's operations and changes in the financial position of its funds for the fiscal year. Lessee shall furnish to Lessor copies of such audit report immediately after it is accepted by Lessee, but not later than two hundred and seventy (270) days after the end of the fiscal year. If the audit is publicly available on Lessee's website or on the "EMMA" website maintained by the Municipal Securities Rulemaking Board, the requirement to provide the audit to Lessor will be satisfied if Lessee emails a link to the posted item to Lessor within such 270-day period. The electronic audit or link may be sent to the following email address (or such other address as Lessor supplies to Lessee in writing): Public_Finance_Servicing@snbcloud.onmicrosoft.com.

Section 25. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition,

possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 26. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 27. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 31**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 28. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 27**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 31**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Section 9**.

Section 29. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 30. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessee hereby assigns to Lessor during the Lease Term all warranties running from Vendor to Lessee. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

Section 31. Purchase Option; Prepayment.

(a) Lessee will have the option to purchase the Equipment, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

(i) On February 1, 2025, and any Rental Payment Date thereafter, upon payment in full of the Rental Payment then due hereunder plus all other amounts due hereunder plus the then applicable Purchase Price to Lessor; or

(ii) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due hereunder plus (A) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (B) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.

Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor.

(b) In the event monies remain in any escrow fund established under an escrow agreement, upon receipt by the escrow agent under such escrow agreement of a duly executed certificate of acceptance and payment request identified as the final such request, the remaining monies in such escrow fund shall, first be applied to all reasonable fees and expenses incurred by such escrow agent, if applicable, in connection with such escrow fund as evidenced by its statement forwarded to Lessor and Lessee; and, second be paid to Lessor, for application against the outstanding principal components of Rental Payments, including prepayment of Rental Payments hereunder, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached hereto will be revised accordingly.

Section 32. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to **Section 31** represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

Section 33. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until (a) Lessee has received written notice of the name and address of the assignee and (b) in the event that such assignment is made to a bank or trust company for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a register by which a record of the names and addresses of such holders as of any particular time is kept and agrees, upon request of Lessee, to furnish such information to Lessee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

Section 34. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

Section 35. Events of Default Defined. Subject to the provisions of **Section 8**, any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 35(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 36. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee to the end of the then current Original Term or Renewal Term; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

Section 38. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 39. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 40. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 41. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 42. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 43. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 44. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 45. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 46. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 47. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 48. Participation of Agreement from Lessor to SNFC. Lessor hereby notifies Lessee, and Lessee hereby acknowledges such notification, that simultaneously with the execution and delivery of this Agreement, Lessor will enter into a participation agreement with Sterling National Funding Corp., a New York corporation and a wholly-owned subsidiary of Lessor ("SNFC"), whereby Lessor will assign to SNFC a 100% participation interest in this Agreement at par. Lessor will continue to service this Agreement and collect all Rental Payments and payment of the Purchase Price hereunder.

[Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

STERLING NATIONAL BANK

By: _____
Name: Kevin C. King
Title: Senior Vice President, Senior Managing Director
Address: 500 Seventh Avenue, 3rd Floor
New York, NY 10018
Attention: NYC Team 114

TOWN OF LAKE PARK, FLORIDA

By: _____
Name: Michael O'Rourke
Title: Mayor
Address: 535 Park Avenue
Lake Park, FL 33403

CERTIFICATION

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the fiscal year of Lessee is from October 1 to September 30.

DATED: March 28, 2019.

By: _____
Vivian Mendez, City Clerk

EXHIBIT A TO EQUIPMENT LEASE PURCHASE AGREEMENT
EQUIPMENT SCHEDULE

Equipment Description:

The Equipment consists of energy savings improvements, as set forth in the Performance Contract dated March 6, 2019, between Lessee and Johnson Controls, Inc., as described in and at the locations listed therein, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof. See also "Schedule 1 - Scope of Work" attached hereto for a further description of the Equipment.

Locations:

The Equipment will be located at the following facilities:

Town Hall
535 Park Avenue
Lake Park, FL 33403

Lake Shore Tennis Center
600 Lake Shore Drive
Lake Park, FL 33403

Library
529 Park Avenue
Lake Park, FL 33403

Evergreen House
701 Lake Shore Drive
Lake Park, FL 33403

Sherriff's Annex
700 6th Street
Lake Park, FL 33403

Kelsey Park
701 Lake Shore Drive
Lake Park, FL 33403

Public Works Department
640 Old Dixie Highway
Lake Park, FL 33403

Bayberry Sports Complex (Bert Bostrom Park)
311 7th Street
Lake Park, FL 33403

Lake Park Marina
105 Lake Shore Drive
Lake Park, FL 33403

Vendor:

The Vendor for the Equipment is Johnson Controls, Inc., 6600 Congress Avenue, Boca Raton, Florida 33487.

This Equipment Schedule shall be deemed to be supplemented by the descriptions of the Equipment included in the Certificate of Acceptance and Payment Requests submitted to Sterling National Bank, in its capacity as escrow agent, pursuant to the Escrow Agreement dated as of March 28, 2019, among Lessor, Lessee and Sterling National Bank, in its capacity as escrow agent, which descriptions shall be deemed to be incorporated herein.

EXHIBIT B TO EQUIPMENT LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

Principal Amount: \$1,494,679
Interest Rate: 3.68%; 30/360 basis
Commencement Date: March 28, 2019

Rental payments will be made in accordance with **Section 9** and this Payment Schedule.

Rental Payment Date	Total Rental Payment	Interest Portion	Principal Portion	Purchase Price ⁽¹⁾
2/1/2020	\$105,320.00	\$46,715.89	\$ 58,604.11	\$1,450,435.64
2/1/2021	106,275.00	52,847.56	53,427.44	1,396,473.92
2/1/2022	107,250.00	50,881.43	56,368.57	1,339,541.67
2/1/2023	108,270.00	48,807.06	59,462.94	1,279,484.10
2/1/2024	109,310.00	46,618.83	62,691.17	1,216,166.02
2/1/2025 ⁽²⁾	110,390.00	44,311.79	66,078.21	1,149,427.03
2/1/2026	111,490.00	41,880.11	69,609.89	1,079,121.04
2/1/2027	112,630.00	39,318.47	73,311.53	1,005,076.39
2/1/2028	113,800.00	36,620.61	77,179.39	927,125.21
2/1/2029	115,200.00	33,780.40	81,419.60	844,891.41
2/1/2030	116,260.00	30,784.16	85,475.84	751,050.31
2/1/2031	117,550.00	27,638.65	89,911.35	661,138.96
2/1/2032	118,870.00	24,329.91	94,540.09	566,598.87
2/1/2033	120,230.00	20,850.84	99,379.16	467,219.71
2/1/2034	121,630.00	17,193.69	104,436.31	362,783.40
2/1/2035	123,080.00	13,350.43	109,729.57	253,053.83
2/1/2036	122,450.00	9,312.38	113,137.62	139,916.21
2/1/2037	<u>145,065.13</u>	<u>5,148.92</u>	<u>139,916.21</u>	0.00
Totals	<u>\$2,085,070.13</u>	<u>\$590,391.13</u>	<u>\$1,494,679.00</u>	

TOWN OF LAKE PARK, FLORIDA

By: _____
Michael O'Rourke, Mayor

⁽¹⁾ Lessee's option to purchase is subject to provisions of Section 31 of the Agreement.

⁽²⁾ First available optional prepayment date pursuant to Section 31 of the Agreement is February 1, 2025.

**FLORIDA RIDER TO
EQUIPMENT LEASE PURCHASE AGREEMENT**

This Rider to that certain Equipment Lease Purchase Agreement (together with all Exhibits and this Rider, the "Agreement") dated as of March 28, 2019, between STERLING NATIONAL BANK (together with its successors and assigns, "Lessor"), and the TOWN OF LAKE PARK, FLORIDA (together with its successors and assigns, "Lessee"), is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions shall be made to the Agreement:

1. **Section 8** of the Agreement is hereby amended by adding the following sentence at the end of that Section:

Upon return of the Equipment to Lessor, Lessor will use its best efforts to lease or sell the Equipment upon such terms as Lessor in its reasonable judgment deems prudent. Lessor will apply the net proceeds of that sale or lease in the following manner: (i) first, to reimburse Lessor for all costs associated with the taking, removing, holding, repairing and leasing or selling of the Equipment; (ii) second, to pay to Lessor an amount equal to the Purchase Price for the Equipment at the time of the termination of this Agreement; (iii) third, to pay to Lessor the amount necessary to satisfy Lessee's remaining obligations under this Agreement; and (iv) fourth, to remit any amounts thereafter remaining to Lessee. No deficiency will be allowed against Lessee.

2. **Section 12** of the Agreement is hereby deleted, and the following **Section 12** is hereby inserted in lieu thereof:

Section 12. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee payable from sources other than ad valorem taxes and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligations hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the ad valorem tax revenues, funds or moneys of Lessee. Lessor and Lessee further understand that the use of the ad valorem taxing power to make Rental Payments cannot be compelled.

3. **Section 19** of the Agreement is hereby deleted.

4. **Section 36** of the Agreement is hereby amended by adding the following language to the end of that Section:

Lessor and Lessee agree that there is no intention to create under this Agreement a right of Lessor to dispossess Lessee involuntarily of the legal title to or the right of use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of Lessee's covenant to transfer legal title and return of possession of the Equipment to Lessor.

Except as specifically set forth in this Rider, all terms and conditions contained in the Agreement will remain in full force and effect and are hereby ratified and confirmed.

Date: March 28, 2019.

STERLING NATIONAL BANK

By: _____
Name: Kevin C. King
Title: Senior Vice President, Senior Managing Director

TOWN OF LAKE PARK, FLORIDA

By: _____
Name: Michael O'Rourke
Title: Mayor

ESCROW AGREEMENT

LESSOR:
Sterling National Bank
500 Seventh Avenue, 3rd Floor
New York, NY 10018
Attention: NYC Team 114

ESCROW AGENT:
Sterling National Bank
400 Rella Boulevard
Montebello, NY 10901
Attention: Corporate Trust Department

LESSEE:
Town of Lake Park, Florida
535 Park Avenue
Lake Park, FL 33403

THIS ESCROW AGREEMENT (this "Escrow Agreement") dated March 28, 2019, is entered into by and among Sterling National Bank (in its capacity as lessor, "Lessor"), the Town of Lake Park, Florida ("Lessee"), and Sterling National Bank (in its capacity as escrow agent, the "Escrow Agent").

Lessor and Lessee have heretofore entered into that certain Equipment Lease Purchase Agreement dated as of March 28, 2019 (the "Agreement"). The Agreement contemplates that certain Equipment described therein (the "Equipment") is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Agreement.

The Agreement contemplates that Lessor will deposit with the Escrow Agent cash in the amount of \$1,494,679, to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit, together with all interest and additions received with respect thereto (hereinafter, the "Escrow Fund"), is to be applied from time to time to pay certain costs of acquiring the Equipment (a portion of which may be paid in multiple payments and prior to acceptance of all Equipment by Lessee) and, if requested by Lessee and approved by Lessor, to pay certain costs of entering into the Agreement.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. Each of Lessor and Lessee hereby appoint, and the Escrow Agent hereby agrees, to serve as escrow agent upon the express terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in trust for the account and benefit of Lessee and Lessor and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

2. On such day as determined to the mutual satisfaction of the parties (the "Commencement Date"), Lessor shall deposit with the Escrow Agent cash in the amount of \$1,494,679, to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Escrow Fund by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.

3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. Lessee hereby directs the Escrow Agent to invest the cash comprising the Escrow Fund from time to time in Qualified Investments (as hereinafter defined). Interest or other amounts earned and received by the Escrow Agent with respect to the

Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. No investment shall be made that would cause the Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"). For purposes of this paragraph 4, the term "Qualified Investments" means moneys held in Demand Deposit Account # _____ [To be provided by Escrow Agent] created by the Escrow Agent, or such other investments as Lessee may specify in writing and such writing is actually received by Escrow Agent, to the extent the same are at the time legal for investment of the funds being invested. [Subject to revision after review by Lessee and the Escrow Agent.]

5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:

a. From time to time, the Escrow Agent shall pay the vendor or manufacturer of the Equipment or Lessee or other payee upon receipt of the following: (a) a duly executed Certificate of Acceptance and Payment Request in the form attached as **Exhibit A** to this Escrow Agreement approved for payment by Lessor (or its assignee, if any), (b) the vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the Equipment described in the requisition request, (c) in the event that certain costs of entering into the Agreement are described in the requisition request, invoice(s), budget(s), closing statement(s) or other additional documentation specifying the amount(s) of such costs, and (d) any additional documentation required by Lessor prior to Lessor's approval of such requisition request. Lessor's approval on the Certificate of Acceptance and Payment Request in each case shall be conclusive evidence that all invoices, budgets, closing statements and any additional documentation requirements have been received by and are acceptable to Lessor for payment purposes. Without limiting the foregoing, Lessor shall not approve any such payment unless and until Lessee shall have provided to Lessor (i) certificates of insurance evidencing coverage in accordance with Section 22 of the Agreement and satisfactory to Lessor and (ii) a payment and performance bond naming Lessor as a dual obligee and issued by a surety company rated "A" or better by AM Best in form and substance satisfactory to Lessor.

b. In the event that Lessor provides to the Escrow Agent and the Escrow Agent actually receives written notice of the occurrence of an Event of Default as defined in the Agreement or a nonappropriation by Lessee under the Agreement, the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the Escrow Fund *after* application of the Escrow Fund to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee.

c. Upon actual receipt by the Escrow Agent of a duly executed Certificate of Acceptance and Payment Request identified as the final such request, the remaining monies in the Escrow Fund shall, *first* be applied to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee; and, *second* be paid to Lessor, for its application against the outstanding principal components of Rental Payments (as defined in the Agreement) under the Agreement, as provided therein, unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Payment Schedule attached to the Agreement will be revised accordingly as specified by Lessor.

d. Lessor and Lessee agree that the security procedures under this Section 5 are commercially reasonable.

e. In the event that the Escrow Agent makes any payment to any payee pursuant to this Escrow Agreement and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Fund or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, then the party who benefited from the payment to the payee shall repay to the Escrow Agent upon written request the amount so paid to the payee. The Escrow Agent shall not be liable to any party or any other person by reason of such payment.

6. The reasonable fees and expenses of the Escrow Agent incurred in connection herewith shall be the responsibility of Lessor, so long as the Escrow Agent is the same entity as Lessor or any affiliate of Lessor and are herein further described on **Schedule 1**.

7.

a. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence or willful misconduct. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investment decisions made pursuant to Section 4. The Escrow Agent shall have only those duties and responsibilities as

expressly set forth herein, and no other duty, obligation or covenant, fiduciary or otherwise, shall be implied or enforceable against the Escrow Agent by any person.

b. Without limiting the effect of Section 7(a) hereof, the Escrow Agent shall have no obligation or liability to any other party hereto (or any person claiming through any of them): (i) to review, examine, enforce, administer or take notice of any agreement, instrument or document other than this Escrow Agreement; (ii) to determine whether any conditions precedent to a disbursement of moneys in the Escrow Fund, other than as set forth in Section 5, have been or will be satisfied or otherwise to investigate any notice received by the Escrow Agent hereunder; (iii) to evaluate or determine the validity or legality of any action or omission of any third party, including any federal or state bank regulator; (iv) to make any payment to the other parties or other payees set forth in written instructions received under Section 5 from any source other than moneys in the Escrow Fund, and no such payment shall be made if the amount of moneys on deposit in the Escrow Fund is inadequate; (v) to communicate with any person other than as expressly provided for in this Escrow Agreement; (vi) for any action or omission of the Escrow Agent taken or made upon the oral or written, joint instructions of the parties hereto; (vii) for any other action or omission of, or for errors in judgment by, the Escrow Agent under or in connection with this Escrow Agreement taken or made in good faith and without gross negligence or willful misconduct; and (viii) for special, incidental, consequential, indirect or punitive damages in any event, even if the Escrow Agent has been advised or was otherwise aware of the likelihood of such loss or damages and regardless of the form of action.

8. To the extent authorized by law, Lessee hereby agrees to indemnify and save the Escrow Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to the Escrow Agent's gross negligence or willful misconduct. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for damages arising solely out of gross negligence or willful misconduct by the Escrow Agent, its officers, agents, employees, successors or assigns.

9. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

If the other parties are unable to agree upon a successor escrow agent within 30 days after such notice, the other parties hereby agree that either of them acting unilaterally shall apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid in accordance with Section 6.

10. In the event of any dispute with respect to the Escrow Fund, the interpretation of this Escrow Agreement or the rights and obligations of the parties hereunder, or to the propriety of any action contemplated by the Escrow Agent hereunder, or if the Escrow Agent in good faith is in doubt as to what action should be taken hereunder, then in any such case the Escrow Agent shall not be obligated to resolve the dispute or disagreement or to make any disbursement of all or any portion of the Escrow Fund, but may commence an action in the nature of an interpleader and seek to deposit such funds with a court of competent jurisdiction, and thereby shall be discharged from any further duty or obligation with respect to the Escrow Fund. The costs of such interpleader action shall be borne by Lessee. In the event Lessee shall fail on demand to reimburse the Escrow Agent for such costs, then Lessee irrevocably authorizes the Escrow Agent to deduct any such amounts from the Escrow Fund without any further notice or demand to any person. The Escrow Agent may, in its sole discretion in lieu of filing such action in interpleader, elect to cease to perform under this Escrow Agreement and to ignore all instructions received in connection herewith until the Escrow Agent has received a written notice of resolution signed by the parties to such dispute or disagreement or an order of a court of competent jurisdiction over the matter directing a disposition of the Escrow Fund.

11. This Escrow Agreement and the Escrow Fund established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(b) or Section 5(c) hereof.

12. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other parties at their respective addresses shown on page 1 of this Escrow Agreement or at

such other address as each such party shall from time to time designate in writing to the other parties; and shall be effective on the date or receipt. In addition, all notices sent to the Escrow Agent shall also be sent as follows:

Sterling National Bank
21 Scarsdale Road
Yonkers, NY 10707
Attention: Office of the General Counsel

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.

14. Except as provided in the next sentence, this Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties. This Escrow Agreement is in addition to any related account applications and other account opening and authorizing documents and/or resolutions on file with the Escrow Agent and such documents are hereby incorporated by reference into this Escrow Agreement (the "Account Agreements"). In the event that there are inconsistencies between this Escrow Agreement and any other Account Agreement, the terms of this Escrow Agreement shall control.

15. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder (such costs to be paid as set forth in Section 6) and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants or other skilled persons.

16. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of Florida (the "State").

17. This Escrow Agreement may be executed in several counterparts, and each counterpart so executed will be an original. In addition, the parties agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

18. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS ESCROW AGREEMENT.

19. Lessee represents, warrants and covenants for the benefit of the Escrow Agent as follows:

a. Lessee is authorized under the constitution and laws of the State to enter into this Escrow Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

b. Lessee has been duly authorized to execute and deliver this Escrow Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

c. This Escrow Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

d. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department. No part of the Escrow Fund shall be invested at Lessee's discretion in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of the execution and delivery of the Agreement, would have caused any portion of the Agreement to be or become an "arbitrage bond" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

20. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Escrow Agreement agree that they will provide to the

Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

21. With respect to the Agreement, Sterling National Bank shall have the same rights and powers under the Agreement as any other lessor and may exercise the same as though it were not the Escrow Agent. Lessor may lend money to, invest in, and generally engage in any kind of business with Lessee, all as if Sterling National Bank were not the Escrow Agent. Lessee acknowledges the potential conflict of interest between Sterling National Bank as Lessor and Sterling National Bank as the Escrow Agent.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

LESSOR:

STERLING NATIONAL BANK

By: _____

Name: Kevin C. King

Title: Senior Vice President, Senior Managing Director

LESSEE:

TOWN OF LAKE PARK, FLORIDA

By: _____

Name: Michael O'Rourke

Title: Mayor

ESCROW AGENT:

STERLING NATIONAL BANK

By: _____

Name: Kevin C. King

Title: Senior Vice President, Senior Managing Director

EXHIBIT A

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

Sterling National Bank (in its capacity as escrow agent, the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated March 28, 2019 (the "Escrow Agreement"), by and among the Town of Lake Park, Florida ("Lessee"), Sterling National Bank (in its capacity as lessor, "Lessor") and the Escrow Agent, is hereby requested to pay from the Escrow Fund (as defined in the Escrow Agreement) established and maintained thereunder, the amount set forth below to the named payee(s). The equipment and costs described below are (i) costs of acquiring and installing part or all of the Equipment listed in the Equipment Schedule to that certain Equipment Lease Purchase Agreement dated as of March 28, 2019 (the "Agreement"), between Lessor and Lessee, or (ii) certain costs of entering into the Agreement. The amount shown is due and payable under (i) a purchase order or contract (or has been paid by and not previously reimbursed to Lessee), or (ii) invoices, budgets, closing statements or any other additional documentation.

DESCRIPTION OF COST PAID	AMOUNT	PAYEE
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Lessee hereby certifies and represents to and agrees with Lessor as follows: (i) the amount to be disbursed is not being paid in advance of the time, if any, fixed for any payment, and does not include any retained percentage entitled to be retained by Lessee at this time; (ii) no amount requested to be disbursed was included in any payment request previously filed with the Escrow Agent for which payment was actually made by the Escrow Agent; (iii) Lessee has made such investigation of such sources of information as are deemed necessary and is of the opinion that the applicable portion of the Equipment and related work has been fully paid for, and no claim or claims exist against the Lessee or any Vendor out of which a lien based on furnishing labor or material exists or might arise; (iv) acquisition and installation of the applicable portion of the Equipment for which payment is being requested has been completed in accordance with plans and specifications approved by the Lessee and in accordance with the terms and conditions of the Performance Contract dated March 6, 2019, between Lessee and Johnson Controls, Inc. (the "Contract"), and said applicable portion of the Equipment is suitable and sufficient for the expected uses thereof, however, this statement is made without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being; (v) a present need exists for the portion of the Equipment for which payment is being requested, which need is not temporary or expected to diminish in the near future; (vi) such Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (vii) the estimated useful life of such Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to such Equipment; (viii) Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes as of the date of this Certificate; (ix) such Equipment is covered by insurance in the types and amounts required by the Agreement; (x) no Event of Default, as such term is defined in the Agreement, or nonappropriation under the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default or nonappropriation under the Agreement, has occurred and is continuing on the date hereof; and (xi) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to pay or cause to be paid, the manufacturer(s)/vendor(s), Lessee or other payee(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) invoice(s) for costs being paid; (b) a current IRS Form W-9 for the payee (unless such IRS Form W-9 has been previously submitted to the Escrow Agent); and (c) lien waivers, if applicable.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE . Lessee paid an invoice prior to the commencement date identified in the Equipment Schedule and is requesting reimbursement for such payment. A copy of evidence of such payment, together with a copy of Lessee's Declaration of Official Intent and any other evidence required by Lessor prior to Lessor's approval hereof that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2, is hereby attached. Lessor's approval hereof shall evidence that Lessee has delivered to Lessor such required documentation.

IF REQUEST IS FINAL REQUEST, CHECK HERE . Lessee hereby certifies that (a) all of the Equipment described in the Equipment Schedule to the Agreement has been received in good condition and has been installed in accordance with the Contract; (b) such Equipment is accepted "AS-IS, WHERE-IS"; (c) Lessee has inspected the Equipment, and determined that it is in good working order and complies with all purchase orders, contracts and specifications; (d) Lessee has fully and satisfactorily performed all covenants and conditions to be performed by it as of this date under the Agreement with regard to such Equipment; (e) Lessee waives any right to revoke its acceptance; and (f) the Equipment is fully insured in accordance with Section 22 of the Agreement. This certificate is made without prejudice to any rights against third parties which may exist as of the date hereof or which may subsequently come into being.

Date: _____, 20__.

Approved for Payment:

STERLING NATIONAL BANK, as Lessor and servicer TOWN OF LAKE PARK, FLORIDA, as Lessee
for STERLING NATIONAL FUNDING CORP.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE 1

Attached to and made a part of the Escrow Agreement (the "Escrow Agreement") dated March 28, 2019, by and among Sterling National Bank (in its capacity as lessor, "Lessor"), the Town of Lake Park, Florida, as Lessee, and Sterling National Bank (in its capacity as escrow agent, the "Escrow Agent").

A. Based upon our current understanding of your proposed transaction, the proposed services are as follows:

1. New Account Acceptance

Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation.

2. Monthly Administration

Covering our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction.

B. Extraordinary Services and Out-of Pocket Expenses

Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees may be billed at the Escrow Agent's then standard rate. Disbursements, receipts, investments or tax reporting exceeding 25 items per year may be treated as extraordinary services.

THIRD PARTY CUSTODIAN AGREEMENT

[See separate file.]

LESSEE'S CLOSING CERTIFICATE

Re: Equipment Lease Purchase Agreement dated as of March 28, 2019, between the Town of Lake Park, Florida, as lessee ("Lessee"), and Sterling National Bank, as lessor ("Lessor") (the "Agreement")

We, the undersigned, the duly appointed, qualified and acting Mayor and City Clerk, respectively, of the above-captioned Lessee do hereby certify as follows:

(1) Lessee did, at a meeting of the governing body of Lessee held March 20, 2019, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Agreement and the related escrow agreement on its behalf by the following named representative of Lessee:

<u>Michael O'Rourke</u>	<u>Mayor</u>	
Printed Name	Title	Signature
<i>[This signature line to be signed by person who executed the Agreement and the related escrow agreement on behalf of Lessee.]</i>		

(2) The above-named representative of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

(3) At the meeting described in (1) above, the representative of Lessee named in (1) above and the officers or employees of Lessee from time to time holding the offices or titles set forth below were designated as authorized representatives of Lessee for the Agreement and the related escrow agreement (any of them acting alone), and each of the persons listed below is the current holder of the office or title indicated and the signature set forth opposite name of each of them is the true and correct specimen of his or her genuine signature:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(4) The meeting of the governing body of Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded. *Attached hereto is a true and correct copy of the ordinance, resolution or other documents constituting such official action.*

(5) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(6) All insurance required in accordance with the Agreement is currently maintained by Lessee.

(7) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement), and such funds have not been expended for other purposes.

(8) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(9) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

(10) The correct billing address for Rental Payments is as follows:

Town of Lake Park, Florida
535 Park Avenue
Lake Park, FL 33403
Attention: Finance Director

Dated: March 28, 2019.

By: _____
Michael O'Rourke, Mayor

By: _____
Vivian Mendez, City Clerk

**ATTACHMENT TO
LESSEE'S CLOSING CERTIFICATE**

**COPY OF AUTHORIZATION DOCUMENT
(per Section 4)**

(Please attach. Attached is a form of resolution for adoption by governing body, if no ordinance or resolution previously adopted.)

RESOLUTION

[Subject to revision to comply with State requirements.]

The undersigned, being the officer identified below of the Town of Lake Park, Florida (the "Lessee"), hereby certifies that the following is a true and correct copy of a resolution adopted by the governing body of the Lessee at a meeting duly held on March 20, 2019.

* * * *

WHEREAS, the Town of Lake Park, Florida (the "Lessee") is a political subdivision duly organized and existing under the laws of the State of Florida; and

WHEREAS, it is hereby determined that a true and real need exists for the acquisition and installation of certain energy savings equipment (the "Equipment"); and

WHEREAS, it is necessary and desirable and in the best interest of the Lessee, as lessee, to enter into an Equipment Lease Purchase Agreement (the "Agreement") with Sterling National Bank, as lessor (the "Lessor"), for the purposes described therein, including the leasing of the Equipment;

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

Section 1. The Agreement, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the Mayor of the Lessee (or its designee) is hereby authorized to execute and deliver the Agreement on behalf of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

Section 2. The Escrow Agreement (the "Escrow Agreement"), among the Lessee, the Lessor and the escrow agent named therein, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the Escrow Agreement is hereby authorized to be executed and delivered on behalf of the Lessee by a duly authorized officer of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

Section 3. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents (including without limitation any tax certificate), certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Agreement and the Escrow Agreement.

Section 4. The Lessee has made certain capital expenditures in connection with the acquisition of the Equipment prior to the date hereof, and the Lessee expects to make additional capital expenditures in connection with the acquisition of the Equipment in the future. The Lessee intends to reimburse itself for all or a portion of such expenditures, to the extent permitted by law, with the proceeds of the Agreement or other tax-exempt obligations to be delivered by the Lessee. The maximum principal amount of the Agreement or other tax-exempt obligations expected to be delivered for the Equipment is not expected to exceed \$1,494,679.

Section 5. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Lessee.

* * *

I further certify that the foregoing resolution has not been modified, amended or repealed and is in full force and effect as of the date hereof.

WITNESS my hand this 20th day of March, 2019.

By: _____
Vivian Mendez, City Clerk

ESSENTIAL USE CERTIFICATE

March 28, 2019

Sterling National Bank
500 Seventh Avenue, 3rd Floor
New York, NY 10018
Attention: NYC Team 114

Re: Equipment Lease Purchase Agreement dated as of March 28, 2019, between the Town of Lake Park, Florida, as lessee ("Lessee"), and Sterling National Bank, as lessor ("Lessor") (the "Agreement")

Ladies and Gentlemen:

I, Michael O'Rourke, a duly elected, appointed, or designated representative of the Town of Lake Park, Florida ("Lessee"), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Agreement:

1. *What is the specific use of the Equipment?*

2. *What increased capabilities will the Equipment provide?*

3. *Why is the Equipment essential to your ability to deliver governmental services?*

4. *Does the Equipment replace existing equipment?
(If so, please explain why you are replacing the existing equipment)*

5. *Why did you choose this specific Equipment?*

6. *For how many years do you expect to utilize the Equipment?*

7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

Very truly yours,

TOWN OF LAKE PARK, FLORIDA

By: _____
Michael O'Rourke, Mayor

March 28, 2019

Sterling National Bank
500 Seventh Avenue, 3rd Floor
New York, NY 10018
Attention: NYC Team 114

Re: Equipment Lease Purchase Agreement dated as of March 28, 2019, between the Town of Lake Park, Florida, as lessee ("Lessee"), and Sterling National Bank, as lessor ("Lessor") (the "Agreement")

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) an executed counterpart of the Agreement, which, among other things, provides for the lease by Lessee from Lessor of the Equipment, (b) an executed counterpart of the Escrow Agreement, dated as of March 28, 2019 (the "Escrow Agreement"), among Lessor, Lessee and Sterling National Bank, in its capacity as escrow agent, (c) an executed counterpart of the Performance Contract dated March 6, 2019 (the "Energy Contract"), between Lessee and Johnson Controls, Inc., (d) an executed resolution or ordinance of Lessee which, among other things, authorizes Lessee to execute the Agreement, the Energy Contract and the Escrow Agreement, and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a political subdivision duly organized and existing under the laws of the State of Florida, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement, the Escrow Agreement and the Energy Contract and to perform its obligations under the Agreement, the Energy Contract and the Escrow Agreement.
3. The Agreement, the Escrow Agreement, the Energy Contract and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement, the Energy Contract and the Escrow Agreement are valid and binding obligations of Lessee enforceable in accordance with their respective terms.
4. The authorization, approval and execution of the Agreement, the Energy Contract and the Escrow Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws, including without limitation **[Note to Counsel: Reference applicable Florida energy savings statute]**.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement, the Energy Contract and the Escrow Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
6. The Equipment to be leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.
7. The authorization, execution, delivery and performance of the Agreement, the Energy Contract and the Escrow Agreement by Lessee do not require submission to, approval of, or other action by any governmental authority or agency which action has not been taken and is final and non-appealable.
8. The holding of the monies in the Escrow Fund by the Escrow Agent and the investment of such monies in the Qualified Investments as specifically identified in the Escrow Agreement are legally permissible as required by any applicable law or requirement to which Lessee is subject.

All capitalized terms herein will have the same meanings as in the Agreement. Lessor, its successors and assigns and any counsel rendering an opinion on the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation are entitled to rely on this opinion.

Very truly yours,

IRS FORM 8038-G QUESTIONNAIRE

[For Completion by Lessee.]

(Lessor Counsel will prepare and file IRS Form 8038-G Post-Closing)

Name of Lessee: Town of Lake Park, Florida
Address of Lessee: 535 Park Avenue, Lake Park, FL 33403
Contact Person: Lourdes Cariseo, Finance Director
Telephone number: (561) 881-3351
Email address: lcariseo@lakeparkflorida.gov
Lessee's FEIN: _____

GENERAL

The Form 8038-G (the form used by Lessees to report the issuance of a tax-exempt obligation) asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the Form 8038-G asks Lessees to report whether any proceeds will be used to reimburse the Lessee for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G upon execution and delivery of the Lease.

At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. Further information is available at <http://www.gilmorebell.com> under the "Continuing Compliance" header. If you have any questions, please consult your regular bond or legal counsel.

Part 1 – Written Tax Compliance Procedures

Note: If either of these questions is not answered, we will assume the Lessee has not adopted the described procedures.

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.
Yes ___ No ___ If Yes, please attach a copy.
2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?
Yes ___ No ___ If Yes, please attach a copy.

Part 2 – Reimbursement of Prior Expenditures

1. As of the funding date, were any of the proceeds of the Lease used to reimburse Lessee for expenditures paid to acquire the financed assets prior to the funding date of the Lease? Yes ___ No ___ If yes, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).

Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.

2. Please attach a copy of Lessee's resolution of intent to finance the financed assets, which includes date of adoption.
3. What is the amount of proceeds of the Lease reimbursed to Lessee? \$ _____

Date: March 28, 2019.

TOWN OF LAKE PARK, FLORIDA

By: _____
Michael O'Rourke, Mayor

INSURANCE COVERAGE REQUIREMENTS

TO LESSOR: Sterling National Bank, ISAOA
(CERTIFICATE 400 Rella Boulevard
HOLDER) Montebello, NY 10940

FROM LESSEE: Town of Lake Park, Florida
(INSURED) 535 Park Avenue
Lake Park, FL 33403

Equipment Lease Purchase Agreement dated as of March 28, 2019 (the "Agreement"), between the undersigned ("Lessee") and Sterling National Bank

EQUIPMENT LOCATIONS: See **Schedule 1** attached.

SUBJECT: INSURANCE COVERAGE REQUIREMENTS

Check All Appropriate Boxes:

- Third-Party Insurance.** In accordance with Section 22 of the Agreement, we have instructed the insurance agent named below to issue the insurance indicated below (please fill in name, address and telephone number of insurance agent):

- Casualty insurance on the leased equipment ("Equipment") covered by the Agreement, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause **naming Sterling National Bank, and/or its assigns, as additional insured and loss payee.**

Coverage Required: Purchase Price (as defined in the Agreement) of the Equipment (\$1,455,808.84)

- Public liability insurance evidenced by a Certificate of Insurance **naming Sterling National Bank, and/or its assigns, as additional insured.**

Minimum Coverage Required:
\$1,000,000.00 per person
\$1,000,000.00 aggregate bodily injury liability
\$100,000.00 property damage liability

- Workers' compensation insurance evidenced by a Certificate of Insurance.

Coverage Required: In compliance with State law

Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

- Self Insurance.** Pursuant to Section 22 of the Agreement, we are self-insured for:

All risk, physical damage.

Public liability.

Such self-insurance covers Sterling National Bank, and/or its assigns to the same extent that commercial insurance would otherwise be required to do so by the Agreement. We will provide proof of such self-insurance in letter form together with a copy of the statute or other authority authorizing this form of insurance.

LESSEE: TOWN OF LAKE PARK, FLORIDA

By: _____
Michael O'Rourke, Mayor

SCHEDULE 1 TO
INSURANCE COVERAGE REQUIREMENTS

Equipment Locations

Town Hall
535 Park Avenue
Lake Park, FL 33403

Lake Shore Tennis Center
600 Lake Shore Drive
Lake Park, FL 33403

Library
529 Park Avenue
Lake Park, FL 33403

Evergreen House
701 Lake Shore Drive
Lake Park, FL 33403

Sherriff's Annex
700 6th Street
Lake Park, FL 33403

Kelsey Park
701 Lake Shore Drive
Lake Park, FL 33403

Public Works Department
640 Old Dixie Highway
Lake Park, FL 33403

Bayberry Sports Complex (Bert Bostrom Park)
311 7th Street
Lake Park, FL 33403

Lake Park Marina
105 Lake Shore Drive
Lake Park, FL 33403

INSURANCE CERTIFICATES (PROPERTY, LIABILITY AND WORKERS' COMPENSATION) COMPLYING WITH THE PROVISIONS OF SECTION 22 OF THE AGREEMENT TO BE PROVIDED BY LESSEE, WITH THE FOLLOWING PARTY SHOWN AS LOSS PAYEE AND ADDITIONAL INSURED WITH RESPECT TO PROPERTY INSURANCE, AND SHOWN AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY INSURANCE:

Sterling National Bank and its successors and assigns
400 Rella Boulevard
Montebello, NY 10940

[To be provided by Lessee prior to disbursement of funds from Escrow Fund for payment of costs for the Equipment.]

PERFORMANCE CONTRACT

[Signed copy to be provided by Lessee and Vendor prior to Closing Date.]

PAYMENT AND PERFORMANCE BONDS RESPECTING THE EQUIPMENT, INCLUDING DUAL OBLIGEE RIDER
SHOWING THE FOLLOWING PARTY AS ADDITIONAL OBLIGEE:

Sterling National Bank and its successors and assigns
500 Seventh Avenue, 3rd Floor
New York, NY 10018
Attention: NYC Team 114

[To be provided by Vendor prior to disbursement of funds from Escrow Fund for payment of costs for the Equipment.]

W-9 FROM LESSEE

[Lessee to provide signed Form W9; see separate form provided.]



Town of Lake Park, Florida
535 Park Avenue
Lake Park, FL 33403

Re: \$1,494,679 Equipment Lease Purchase Agreement dated as of March 28, 2019, between the Town of Lake Park, Florida, as lessee, and Sterling National Bank, as lessor (the "Loan Obligation")

Ladies and Gentlemen:

Thank you for selecting Sterling National Bank ("SNB") as your lender. We are delivering this letter to describe our role in the transaction.

SNB has not acted and will not act as your agent or serve as your municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934). We have no fiduciary duty to you and intend only to enter into an arm's-length transaction involving extending credit to you through the purchase of the above-referenced Loan Obligation.

Any quote or indication of interest provided to you consists solely of the terms under which SNB may be willing to enter into a transaction with you for its own account.

Please acknowledge the foregoing by signing where indicated below and returning this letter via e-mail to our counsel, Gilmore & Bell, P.C. (e-mail: jjackson@gilmorebell.com). In addition, please identify below any registered municipal advisor, financial advisor or placement agent you are working with on this transaction.

Please let us know if you or your counsel would like to further discuss these matters. Thank you again for doing business with us. We look forward to working with you.

Date: March 28, 2019.

STERLING NATIONAL BANK

Placement Agent _____
(Name of Firm)

Financial Advisor/ Registered Municipal Advisor: _____
(Name of Firm)

No Placement Agent/Financial Advisor/Registered Municipal Advisor

Acknowledgement:
TOWN OF LAKE PARK, FLORIDA

By: _____
Michael O'Rourke, Mayor

PARTICIPATION CERTIFICATE BETWEEN
STERLING NATIONAL BANK AND STERLING NATIONAL FUNDING CORP.

[On file with Lessor.]

LESSOR'S DISCLOSURE LETTER

The undersigned, as lessor, proposes to negotiate with the Town of Lake Park, Florida (the "Town"), for the execution and delivery of that certain Equipment Lease Purchase Agreement dated as of March 28, 2019 (the "Agreement"), between Sterling National Bank, as lessor (the "Lessor"), and the Town as lessee. Prior to the execution and delivery of the Agreement, the following information is hereby furnished to the Town:

(a) Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Lessor in connection with the execution and delivery of the Agreement (such fees and expenses to be paid by the Lessor):

Gilmore & Bell, P.C., Lessor's Counsel - \$_____

(b) No other fee, bonus or other compensation is estimated to be paid by the Lessor in connection with the execution and delivery of the Agreement to any person not regularly employed or retained by the Lessor (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lessor, as set forth in paragraph (1) above.

(c) No person has entered into an understanding with the Lessor, or to the knowledge of the Lessor, with the Town, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Town and the Lessor or to exercise or attempt to exercise any influence to effect any transaction in the execution and delivery of the Lessor.

(d) The amount of the upfront fee or spread expected to be realized by the Lessor is \$0.00.

(e) The management fee to be charged by the Lessor is \$0.

(f) Truth-in-Bonding Statement: The Agreement is being executed and delivered to finance the cost of acquiring the Equipment, as such term is defined in the Agreement. The Town is proposing to issue \$1,494,679.00 of debt or obligation for the purpose of acquiring such Equipment. This debt or obligation is expected to be repaid over a period of ___ years. At a net interest cost of ___%, total interest paid over the life of the debt or obligation will be approximately \$_____.

(g) The source of repayment or security for this proposal is the legally available funds of the Town, subject to annual appropriation by the Town. Authorizing this debt or obligation will result in a maximum of \$_____ of the Town's legally available funds not being available to finance the other services of the Town each year for ___ years.

(h) The name and address of the Lessor is as follows:

Sterling National Bank
500 Seventh Avenue, 3rd Floor
New York, NY 10018
Attention: NYC Team 114

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Lessor this 28th day of March, 2019.

STERLING NATIONAL BANK

By: _____
Name: Kevin C. King
Title: Senior Vice President, Senior Managing Director

DISTRIBUTION LIST

[See separate file prepared by Vendor.]

TAB 14



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 20, 2018

Agenda Item No. 14

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute a Performance Contracting Agreement with Johnson Controls, Inc.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager [Signature] Date: 3-8-19

[Signature] 3/7/19
Richard Scherle / Public Works Director

Originating Department: Public Works	Costs: Amount Financed = \$1,494,679.00 (see Finance Agenda Item for Further Detail on Annual Loan Repayment Obligations and Financing Costs) Acct. # 301-63000 <input type="checkbox"/> Finance <u>[Signature]</u>	Attachments: 1. Proposed Scope of Work (Detailed Scope of Work from Agreement) 2. Resolution with Agreement
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>[Signature]</u> Please initial one.

Summary Explanation/Background:

On November 7, 2018, the Town executed a Project Development Agreement (PDA) with Johnson Controls to evaluate economically feasible measures to improve certain Town infrastructure, including the renewal of aging facility infrastructures to guarantee energy, water, and wastewater savings and to make sure Town facilities and buildings remain operational for years to come. This agenda item is asking for approval to proceed with the implementation and construction of the project which was developed as a result of the PDA.

The Town currently has crucial building infrastructure, equipment and systems that have reached the end of their useful life. Without these building systems operating in proper condition, the Town risks having to shutdown facilities if emergency repairs are needed. As these systems continue to age, the Town must address the most effective method for upgrading the infrastructure.

As this proposed project is a performance-based endeavor, the project scope has been designed so that the amount of money that the Town will spend now to implement the project will not exceed the amount of money it will save in guaranteed energy, operations and maintenance, and capital cost avoidance over the 18 year financing period.

The proposed project covers the construction and implementation of \$1,494,679.00 of improvements at Town Hall, Library, Sheriff's Substation, Lake Shore Tennis Center, Evergreen House, Public Works Department, and Marina. Staff has worked closely with Johnson Controls to develop the scope of work based on the available project savings (including utility savings, operational savings, and capital cost avoidance), and some of the highlighted improvements that will be implemented include the following items:

- New Chiller, Fan Coil Units, DX Split unit, Air Handling Units, Wi-Fi thermostats and HVAC control system at Town Hall (as further detailed in the contract Scope of Work).
- New DX split system, Roof Top Unit, and Wi-Fi thermostats at Library.
- New DX split system at Sheriff Substation
- New DX split system at Lake Shore Park Tennis facility
- New DX split system at Evergreen House
- New DX split system at Public Works, including new Wi-Fi thermostats
- New LED Lighting Fixtures and/or retrofits at Town Hall, Library, Sheriff Substation, Kelsey and Lakeshore Parks, Bostrom Park buildings, and Marina (914 locations)
- Water conservation Retrofits at Bostrom Park, Kelsey Park, Lakeshore Park, Marina, Public Works, Sheriff Substation, and Town Hall (47 new low-flow toilets, 5 urinals, 55 faucet aerators, and 11 shower heads).
- Reductions or elimination of water meter services at 6 irrigation locations.

The proposed project will address all of the most significant needed facility improvements with the national and state accredited Energy Savings Performance Contractor Johnson Controls. Johnson controls has demonstrated a proven successful track record of implementing projects similar to the one being proposed for the Town.

If approved, we expect construction to begin by May of 2019, and for all improvements and work to be completed by September of 2019. All work will be managed by Johnson Controls in coordination with the Public Works Department, and will take place with minimal interruption to facility operations. All facilities will remain open to the public while work progresses. Staff recommends approval.

Recommended Motion: I move to adopt Resolution no. _____

PROPOSED SCOPE-OF-WORK – DETAILED
Johnson Controls Performance Agreement

SCOPE OF WORK

JCI shall provide Customer with Work identified on this Schedule 1.

Work shall be performed at the following sites:

Table 1: Facilities where Work is to be Performed

Facility	Address	City
Town Hall	535 Park Ave	Lake Park
Library	529 Park Ave	Lake Park
Sherriff's Annex	700 6th Street	Lake Park
Public Works Department	640 Old Dixie Highway	Lake Park
Lake Park Marina	105 Lake Shore Drive	Lake Park
Lake Shore Tennis Center	600 Lake Shore Drive	Lake Park
Evergreen House	701 Lake Shore Drive	Lake Park
Kelsey Park	701 Lake Shore Drive	Lake Park
Bayberry Sports Complex (Bert Bostrom Park)	311 7th Street	Lake Park

FIM 1.A, 1.B, 1.C – LED Lighting Retrofit

JCI shall provide LED retrofits to the following facilities:

Table 2: LED Lighting Retrofit - Facilities

FIM	Facility
1.A	Town Hall
1.A	Library
1.A	Sherriff's Annex
1.A	Lake Shore Tennis Center
1.A	Evergreen House
1.A	Kelsey Park
1.A	Sports Complex
1.B	Public Works Department
1.C	Lake Park Marina

The following is a general scope of work. Refer to detailed scope of work for this **FIM in Appendix 1 FIM 1 – LED Lighting Retrofit - Line by Line.**

Areas:

Refer to the **Appendix 1 FIM 1 – LED Lighting Retrofit - Line by Line** for details. In areas specified in the line by lines, perform the following retrofits:

- Hallways/ Common Areas:
 - Replace incandescent lamps with high efficiency LED lamps.
 - The existing linear fluorescent fixtures will be re-wired and retrofitted with LED tubes which will be direct-wired
 - Existing electronic ballasts will be removed
 - Compact fluorescent recessed cans will be upgraded with LED retrofit can kits.
- Offices, Libraries, Breakrooms and Restrooms:
 - Replace incandescent lamps with high efficiency LED lamps.
 - The existing linear fluorescent fixtures will be re-wired and retrofitted with LED tubes which will be direct-wired
 - Existing electronic ballasts will be removed.
 - The incandescent and screw-in CFL fixtures will be re-lamped with LED lamps
 - The remaining compact fluorescent recessed cans will be upgraded with LED retrofit can kits.
- Stairs:
 - Replace the drum fixtures with new high efficiency LED fixtures

- The existing linear fluorescent fixtures will be re-wired and retrofitted with LED tubes which will be direct-wired
- Existing electronic ballasts will be removed.
- Exterior:
 - JCI shall replace the HID fixtures with new high efficiency LED fixtures or HID replacement retrofits.
 - JCI shall re-lamp the screw-in fixtures with new high efficiency LED lamps

Table 3: LED Lighting Retrofit - Scope

Scope Summary	New Fixture	Kit	Relamp	Remove	Retrofit	Grand Total
Bayberry Sports Complex (Bert Bostrom Park)			4		26	30
Bayberry Sports Complex (Bert Bostrom Park) Ball Fields	21			21		42
Bayberry Sports Complex (Bert Bostrom Park) Exterior	7					7
Kelsey Park			7			7
Kelsey Park Exterior	1		2			3
Lake Shore Park Tennis Center			17		7	24
Lake Shore Park Tennis Center Exterior	3		9			12
Lake Shore Park Tennis Center Tennis Courts	6			8		14
Library		6	38		133	177
Library Exterior	2		7			9
Marina			5		52	57
Marina Exterior	2		123			125
Public Works		18	8		52	78
Public Works Exterior	1		6			7
Sheriff's Annex	6	7	4		83	100
Sheriff's Annex Exterior	3		2		1	6
Town Hall	18	25	53		99	195
Town Hall Exterior	2		15		4	21
Grand Total	72	56	300	29	457	914

- All work shall be performed in accordance with industry standards and approved safety practices. Professional performance by licensed, insured and certified personnel skilled in lighting retrofit services.
- Lamps and ballasts removed as part of the work shall be recycled and/or disposed of in compliance with applicable regulations.
- All work performed during standard 40 hour work week, Monday through Friday; weekends or overtime not included.
- All circuit breakers, contactors, switches/controls, existing fixtures, and the electrical system in general are assumed to be operational working order and compliant with current NEC requirements.
- Johnson Controls shall be given ample notice for security clearance procedures required for access to any facility included in **Table 1: Facilities where Work is to be Performed**.
- Johnson Controls shall provide maintenance stock of 1.5% (LED tubes & LED lamps only).
- If specified materials become either temporarily or permanently unavailable for reasons beyond the control of Johnson Controls, then the expected time for performance of the work will be extended. Johnson Controls reserves the right to provide equivalent substitutions at no price increase.
- Where ULC listed tubular LED lamp (TLED) retrofits are proposed, external drivers will be utilized where noted in the line-by-line scope of work. Existing ballasts will be removed.
- Where ULB listed tubular LED lamp (TLED) retrofits are proposed, the tubes will be direct wired and the existing ballast will be removed.

- Where retrofits of existing fixtures are proposed, the scope includes wiping down prismatic lenses with dry cloth.
- Warranties
 - Labor Warranty – 1 year workmanship guarantee in accordance with the terms and conditions of the proposal from the date of acceptance by the customer.
 - Material Warranties - Manufacturer warranties of lamps, retrofit kits, and fixtures installed as part of the project are covered by the individual manufacturer's published documentation. Johnson Controls will furnish contact information for each manufacturer. Alleged defective product may be required for return to factory for analysis.
- Design illumination levels: In the absence of code-mandated lighting requirements, industry standards have been used as a guide, primarily the most recent edition of the Illuminating Engineering Society of North America (IESNA), IESNA Recommended Practice documents and IESNA Design Guides.
- Existing lighting systems were presumed to be designed based on IESNA recommended practices. In the event current light levels are above IESNA recommendations for the space type (i.e., over-lit), light levels will be reduced. In the event light levels are below IESNA recommendations for the space type, JCI will meet or exceed current light levels. If the space is under-lit due to an inadequate spacing or quantity of fixtures from initial design, which requires adding fixtures, adding circuits, reconfiguration or new construction, this will be brought to the attention of the customer. LED fixtures or components specified for the project are based on comparable original lumen outputs of existing equipment rather than depreciated light output values.
- Existing and post-installation illumination levels have been sampled and will be measured in accordance with procedures recommended by IESNA using a calibrated light meter.

Exclusions

- Replacement or repair of concrete pole footings or rusted bolts on footings unless otherwise specified in this Scope of Work.
- Existing light poles will be re-used. Repair of wiring to poles, if required, is not included.
- All pole mounted lighting shall reuse existing poles. Customer is responsible for pole maintenance, repair and replacement throughout the term of the guarantee.
- Lighting Poles shall be checked for contact voltage. If hazardous voltage is noted, work on that pole will be stopped and the customer and/or the utility company shall be notified immediately to correct the fault before any work will be performed.
- Unless specified in **Appendix 1 FIM 1 – LED Lighting Retrofit - Line by Line** description of work
 - Existing task lighting and table type light fixtures
 - Removal or replacement of ceiling.
 - Existing decorative and stage light fixtures.
 - The addition of lighting fixtures in areas with existing illumination deficiencies is not covered under this scope of work. If foot-candle levels do not meet minimum standards, the customer will be notified.
 - Existing fluorescent dimming systems or fixtures will remain "as is".
 - Reconfiguration of existing fixture layout.
 - Double or bi-level switching of in-board and out-board sockets is not included.
 - Repair, replacement and adjustments of existing sensors, time clocks, switches or energy management systems.
 - Repair or replacement of louvers or other components.
 - Repair or replacement of yellowed, cracked, damaged or missing fixture lenses, louvers or other components.
 - Repair or replacement of the existing Emergency and Egress Lighting Systems.
 - Replacement of defective emergency battery back-up ballast.
- Replacement of existing wiring and/or electrical code deficiencies in exterior fixtures.
- Existing fixtures that are not in a maintainable or operational condition including, but not limited to, rusted or embrittled in a manner which would impede retrofit.
- Any electrical wiring other than that required for the retrofit or replacement within the existing lighting fixtures, the installation of new fixtures as scheduled, the installation of occupancy sensors and other controls.

- Calibration or adjustment of the lighting control devices post installation. JCI will set controls to the agreed upon settings at time of installation only.
- No work can be performed in asbestos contaminated areas. If asbestos is present, the scope of work shall be adjusted unless the asbestos is abated by the Customer.
- Project shall be installed to meet current NEC code; No provisions have been made to accommodate or meet any other construction, energy, or other codes.
- Unless specified in the scope of work, no provisions are made to ensure that the light levels will comply with existing surveillance camera requirements. Proposed light levels will meet or exceed the current light levels of the exterior fixtures.
- Replacement of existing lighting sockets and ballast unless otherwise noted.
- Correction or repair of electrical system deficiencies or any NFPA, NEC, or Local Code deficiencies unless provided for in this scope of work.
- Painting, plastering or any other type of repair to existing mounting surfaces after the removal or replacement of fixtures, unless otherwise noted in this scope of work.
- Conditions that could not be reasonably documented during the audit (i.e. concealed locations or hidden conditions).
- Work in buildings or areas not specifically indicated on the line-by-line scope of work is excluded. Should additional areas, buildings, or campuses require addition into the program, Johnson Controls shall provide a written estimate for change order.

FIM 2.A, 2B, 2C – Water Conservation Retrofits

Table 4: Water Conservation Facilities

FIM	Facility
2.A	Town Hall
2.A	Library
2.A	Sherriff's Annex
2.A	Lake Shore Tennis Center
2.A	Evergreen House
2.A	Kelsey Park
2.A	Sports Complex
2.B	Public Works Department
2.C	Lake Park Marina

Water Conservation Upgrades shall be installed as specified in **Table 5: Water Conservation Scope of Work**. Retrofit or replacement of domestic plumbing fixtures with EPA WaterSense labeled, high efficiency fixtures resulting in water savings within the facility. See **Appendix 2 FIM 2 - Domestic Water Conservation Line by Line** for specific equipment and material information.

Table 5: Water Conservation Scope of Work

Site/Bldg Name	Toilets	Urinals	Faucet Aerators	Shower Heads
Bayberry Sports Complex (Bert Bostrom Park) Public Rest Room Pavilion, Concession Bldg.	4	1	4	0
Kelsey Park – Evergreen House, Public Rest Room Pavilion	4	0	6	0
Lake Shore Park Tennis Center – Public Rest Room Pavilion, Maintenance Bldg.	2	0	5	0
Marina – Public and Member Men's and Women's Rooms, Boat ramp office	10	0	8	4
Public Works - All Locations, all fixtures	6	0	6	5
Sheriff's Annex –All locations/fixtures	3	0	4	2
Town Hall –All locations	18	4	22	0
TOTALS	47	5	55	11

Sinks, Toilets and Urinals Upgrade

- Detailed line by line fixture replacement/refurbishment, as shown in **Appendix 2 FIM 2 - Domestic Water Conservation Line by Line** shall be provided as part of this Scope of Work. The following retrofits shall be made:
 - Fixture replacements/refurbishments included in the scope of work are done so on a “like-for-like” basis in efforts to minimize infrastructure modification.
 - Replacement of existing commercial toilet fixtures with new 1.1/1.6 gpf HET fixtures and piston valves.
 - Replacement of existing tank-type toilets with new tank-type HET fixtures appropriate for the application.
 - Replacement of existing urinal fixtures with new 0.25 gpf HEU fixtures and piston valves.
 - Retrofit of existing faucets with new flow control devices as follows:
 - Commercial lavatories with 0.35 gpm multi-laminar spray
 - Commercial kitchenette or general purpose faucets with 1.0 gpm laminar flow
 - Replacement of existing showerheads with new 1.5 gpm pressure-compensating showerheads.

Exclusions

- Broken toilet flanges above 20% of installations included in this scope of work.
- Broken carriers (for wall mount toilets and urinals).
- Work after 12 AM and prior to 8 AM M-F and weekends.
- Labor and materials to replace branch isolation valves, shutoff valves or repair main water valves that do not close completely or that will not fully reopen.
- Labor and materials to repair previously deteriorated plumbing not otherwise specified in this Scope of Work.
- Repair or replace corroded wall-hung toilet drain pipes unless specified.
- Any and all ADA code compliance requirements, including, but not limited to: bathroom partitions, grab bars, extensions, sink faucet actuators, and piping insulation. JCI shall not take responsibility for any existing or future ADA code compliance requirements.
- Repair of existing faucets and sink basins or leaking parts in existing faucets.
- Repair of pre-existing water damaged floors, walls and ceilings.
- Repair or replacement of pre-existing cracked, loose or missing floor and wall tiles.
- Replacement or modification of existing floor and wall coverings.
- Operation of cold water isolation/riser valves and hot water circulating valves that are required to turn water supply off to toilets, sinks, and urinals that are scheduled for retrofit.
- Repair or replacement of inoperable or leaking cold water riser or isolation valves.
- Fixtures in areas not addressed in the water conservation fixture summary in **Table 5: Water Conservation Scope of Work** and **Appendix 2 FIM 2 - Domestic Water Conservation Line by Line**.

FIM 2.D – Irrigation Meters

JCI shall remove two (2) 5/8" irrigation meters that are no longer connected to the existing irrigation system and downsize four (4) 1.5" irrigation meters to 1" meters as shown in **Table 6: Irrigation Meters Included**.

- JCI shall coordinate with the City for the replacement of the 1.5" meters with 1" meters
 - Town of Lake Park shall provide written request for replacement of meters to Seacoast Water Utility.
 - JCI shall provide labor and material for removal of existing 1.5" meters and installation of new 1.0" meters.
- JCI shall coordinate with the City for the removal of the 5/8" meters.
 - Town of Lake Park shall provide written request for removal of meters to Seacoast Water Utility.

Table 6: Irrigation Meters Included

Account Description	Meter No	Description
10TH ALLEYWAY/GREENBRIAR/JASMI	69738320	1.5" to 1"
10TH ST & 9TH ST ALLEYWAY IRR	69738270	1.5" to 1"
9TH ST & 8TH ST ALLEYWAY IRR	69738273	1.5" to 1"
GREENBRIAR CT MID BLK BTW 10&9	71276239	1.5" to 1"
711 FORESTERIA DR COMMUNITY GARDEN	68469561	Eliminate 5/8"
LAKESHORE DR F/L	67642176	Eliminate 5/8"

Exclusions

- Johnson Controls is not responsible for the timing of the meter replacement request or the issuance of stop service requests.

FIM 4.A – Controls Upgrades – Town Hall

Table 7: Controls Upgrades

FIM	Facility
4.A	Town Hall

FIM 4.A Town Hall

JCI shall remove existing Carrier DDC equipment controls and standalone thermostats and install JCI Direct Digital Controls (DDC), with graphics, for the HVAC equipment included in this scope of work.

Design:

- Replace the existing controls with Direct Digital Controls (DDC) that shall communicate over the Town of Lake Park network.

New Fan Coil Units FC-1, FC-2, FC-3 and FC-4 (Quantity 4)

- Remove existing electrical controls from existing unit and install new JCI DDC controls on new unit as provided in this Scope of Work.
- Install new three-way chilled water valves, with electronic actuators.
- Install the following point list:
 - Minimum outside air damper command/actuator
 - Chilled water valve command
 - Stages of Electric Heat command
 - Supply fan start/stop/status
 - Zone temperature/setpoint/temporary occupancy pushbutton on thermostat
- Implement scheduling, unoccupied temperature setup/setback and optimal start.

New Air Handling Unit AHU-1

- Remove existing controls and install DDC controls.
- Install a new ¾ HP, 208-volt, three-phase variable speed drive and start up with factory trained technician.
- Install a new three-way chilled water valve, with an electronic actuator.
- Install the following point list:
 - Minimum outside air damper command/actuator
 - Chilled water valve command
 - Discharge air temperature
 - Stages of Electric Heat command
 - Supply fan start/stop/status
 - Supply fan speed command
 - Zone temperature/setpoint/temporary occupancy pushbutton on thermostat
- Implement scheduling, unoccupied temperature setup/setback and optimal start.

New VVT Air Handling Units AHU-2, AHU-5 and AHU-6 (Quantity 3)

- Remove existing controls and install DDC controls.
- Install new three-way chilled water valves, with electronic actuators.
- Install the following point list:
 - Bypass air damper command/actuator
 - Chilled water valve command
 - Discharge air static pressure
 - Discharge air temperature
 - Stages of Electric Heat command
 - Minimum outside air damper command/actuator
 - Supply fan start/stop/status
- Implement scheduling, unoccupied temperature setup/setback and optimal start.

Existing VVT Boxes (Quantity 11)

- Remove existing controls and install DDC controls.
- Install the following point list:
 - Damper command/actuator
 - Zone temperature/setpoint/temporary occupancy pushbutton on thermostat

New Air Handling Units AHU-3 and AHU-4 (Quantity 2)

- Remove existing electric controls and install new JCI DDC controls.
- Install new three-way chilled water valves, with electronic actuators.
- Install the following point list:
 - Minimum outside air damper command/actuator
 - Chilled water valve command
 - Discharge air temperature
 - Stages of Electric Heat command
 - Supply fan start/stop/status
 - Zone temperature/setpoint/temporary occupancy pushbutton on thermostat
- Implement scheduling, unoccupied temperature setup/setback and optimal start.

New Air Handling Unit OAU-1

- Remove existing controls and install DDC controls.
- Install a new 1-1/2 HP, 208-volt, three-phase, variable speed drive and start-up with factory trained technician.
- Install a new three-way chilled water valve, with an electronic actuator.
- Install the following point list:
 - Chilled water valve command
 - Discharge air static pressure
 - Discharge air static high limit
 - Discharge air temperature

- Outside air damper command/actuator
- Supply fan start/stop/status
- Supply fan speed command
- Implement scheduling. The unit shall run in occupied mode and shall remain off in unoccupied and optimal start modes.

New Chilled Water System

- Remove existing controls and install DDC controls.
- Extend the communications bus to the new chiller and integrate available points.
- Install the following point list:
 - Chiller enable/status/alarm
 - Outdoor air temperature/humidity
 - Chilled water pump start/stop/status (Quantity 2)
 - Chilled water return temperature
 - Chilled water supply temperature

Training

- JCI shall provide twenty-four (24) hours of on-site, building automation controls training.

FIM 4.A Town Hall - Inclusions and Exclusions

Inclusions

- Existing safety and life safety interlock circuits will remain in-service.
- Network connections furnished by the Town of Lake Park.
- The Town of Lake Park will provide, free of charge, high-speed Internet connections and the required Virtual Private Network (VPN) services to Johnson Controls, for monitoring, tuning, and making system changes to the building automation system.
- Plenum-rated cable will be installed above drop ceilings, in attic spaces and inside walls as needed to connect the specified equipment. Newly installed exposed, plenum-rated cable will be secured neatly at regular intervals, run parallel or at right angles to the building structure, and color-coded and/or labeled. In exposed locations, such as mechanical rooms and electrical rooms, new control cabling will be installed in EMT. Cabling newly installed in outdoor locations, across rooftops and over covered walks will be installed in rigid galvanized conduit and/or Seal-Tite.
- The new thermostats and sensors will be installed in the same location as the existing thermostats and sensors, unless otherwise noted.

Demolition and Removal Work

- Existing controls and devices that are to be replaced will be disconnected and wiring preserved for use with new control system components. If existing wiring and/or control tubing is not suitable for re-use, it will be removed back to the nearest junction box and will be tagged as "Abandoned".

Exclusions

- Repair, replacement or warranty of mechanical or electrical equipment, existing controls or existing mechanical safety devices not specifically identified in this scope of work. At the time of installation, Johnson Controls will identify any nonfunctioning systems that could directly impact the scope of work. The Town of Lake Park will have the option to self-perform the necessary corrective measures or source via third party. Johnson Controls will also provide a quotation to perform this work, upon request.
- Any work associated with fire alarm, life safety, smoke control, fire/smoke dampers, including their wiring and interlocking.
- Resolution of existing code violations. Johnson Controls will not be responsible for identifying code violations. However, if during the course of work, Johnson Controls identifies code violations, such violations will be brought to the attention of the Town of Lake Park. Resolution of code violations will be the responsibility of the Town of Lake Park.

Schedule 1

- New dampers, unless otherwise noted. Existing dampers will be reused.
- Temporary space conditioning unless otherwise identified in Scope of Work.
- Test and balance of existing air and water HVAC systems unless otherwise noted in Scope of Work.
- Third-party Commissioning costs or contractor labor to help support a third-party Commissioning, unless otherwise noted.
- Stamped engineering design or drawings unless otherwise noted.
- Engineering services, studies, and analysis associated with any exclusions or work outside of the scope definition. Resolution of existing HVAC design, service, and/or distribution conditions, known or unknown.
- Any access doors in ceilings, walls or ductwork.
- Resolution of existing design, service, and or distribution conditions known or unknown.
- Providing Ethernet ports for buildings or any infrastructure hardware/software needed to connect the building to the base IT network.
- Ongoing annual fees associated with software licenses and access fees.
- Duct and coil cleaning

FIM 5.A, 5.B, 5.C HVAC Replacement and WIFI Thermostats (Town Hall, Library, Sheriffs Annex, Lake Shore Park, and Evergreen House)

Table 8: HVAC and Controls Upgrades

FIM	Facility
5.A.1	Town Hall
5.A.2	Library
5.A.3	Sherriff's Annex
5.A.4	Lake Shore Tennis Center
5.A.5	Evergreen House
5.B	Public Works Department
5.C	Marina

FIM 5.A.1.1 Town Hall – Chiller Replacement Scope of Work

JCI shall replace one (1) existing old lower-efficiency air-cooled chiller located adjacent to the Parking lot on the North side of the Town Hall Building with one (1) new air-cooled Carrier chiller.

New Chiller equipment and installation:

- Air Cooled Scroll Chiller: Carrier 30RAP 50 ton.
 - Dual refrigeration circuit, multiple compressors
 - (1) flow switch
 - Louvered panels for condenser section
 - BACNet Interface
 - Service isolation valves
 - Vibration isolators
 - 5 year complete unit parts only warranty, one year labor warranty for the entire machine
 - Factory mounted disconnect.
- JCI shall provide the following:
 - Labor and reclamation services for the R22D refrigerant being removed from the chiller prior to disconnecting utilities from Chiller.
 - Required rigging equipment and labor associated with the removal of the existing Carrier 50T m# 30GTN050—520KA air cooled chiller.
 - Material and labor associated with the removal of (2) B&G m# 1510-1.5BC 120GPM @ 100'TDH 5Hp 208/3 FMES pumps and accessories including the electrical disconnect, conduit, wire and accessories back to the panel box.
 - Material and labor associated with the installation of new (2) B&G m# 1510-1.5BC 120GPM @ 100'TDH 5Hp 208/3 FMES pumps and accessories including the electrical disconnect, conduit, wire and accessories back to the panel box.
 - Material and labor to extend the existing CHWS&R piping from the existing pump location to the new onboard pump locations. Piping material shall match existing material type and size.
 - Material and labor associated with rigging new chiller from staging yard to housekeeping pad. Install new chiller on spring isolation assembly between chiller and concrete housekeeping pad per manufacturer / engineering requirements.
 - Material and labor associated with connecting CHWS&R from chiller to hydronic mains as required.
 - Material and labor associated with filling hydronic services and purging air prior to chiller start-up.
 - Material and labor associated with the replacement of the existing vertical expansion tank and associated accessories. New tank shall be similar to TACO CBX Series with associated accessories. 11 Gal. Pressure adjusted in filed upon installation. Tank shall be insulated with 3" FoamGlass insulation and metal jacket.
 - Material and labor associated with pre-cleaning all hydronic piping prior to addition of the final hydronic chemical treatment.

- New exterior chilled water piping and domestic make up water to be installed with FOAMGLAS insulation and wrapped with stainless steel jacketing to protect the insulation.
- Material and labor associated with the replacement of the existing chemical shot feeder.
- Material and labor associated with the installation of all CHWS&R piping FOAMGLAS insulation prior to chiller start-up.
- Provide material and labor associated with installation of pipe labels and flow arrows on newly installed pipe.
- Material and labor associated with factory start-up of the new chiller upon completion of the start-up checklist.
- Material and labor associated with the balancing of both onboard chilled water primary pumps.
- Material and labor associated with the installation of new conduit, feeders, and fuses to connect the new chiller to the existing disconnect switch. New disconnect switches, shall be NEMA 4X Stainless Steel. Associated conduit and fittings to be rigid PVC coated. New hanging devices to be HD Galvanized (No Electro-Plating) Acceptable alternative for conduit, fittings, and fasteners is aluminum.
- Material and labor associated with new conduit, panel, and disconnect labeling per NEC requirements, at the time of contract signing.
- Material and labor to disconnect existing controls associated with the chiller and pumps. Once new equipment is installed, JCI shall reconnect / replace as needed temperature controls associated with the chiller and pumps. JCI shall perform a functional check-out of the associated BAS System.
 - JCI shall remove and dispose existing equipment. Owner retains first right to retain equipment

FIM 5.A.1.2 Town Hall - AHU Replacement Scope of Work (Typical 7)

The Work for this FIM includes materials and labor for the following: Remove existing Carrier AHUs located on 1st, 2nd, and Mezzanine levels of Town Hall

New AHU equipment and installation:

- Replace with Carrier 39L AHUs.
 - BACNet compatible
 - Start-up
 - 1yr. parts and labor warranty.
- Provide material and labor associated with the removal of the existing air handling units.
 - Provide material and labor associated with the removal of existing supply, return and outside air ductwork to allow for removal / installation of the AHU.
 - Provide material and labor associated with the removal / installation of the acoustical ceiling grid and tiles to allow for AHU to be replaced. Replace any ceiling grid and tiles damaged during removal, installation of new equipment or reinstallation of grid and tiles to match adjacent. JCI shall secure any electrical devices to allow for this SOW to be performed and then reinstall.
 - Provide material and labor associated with the removal of the existing electrical feeders between the AHUs and the Disconnect Switches.
 - Provide material and labor associated with the temporary removal of SA/ RA duct mounted smoke detectors as required. Protect circuitry for re-installation when new units are installed.
 - Provide material and labor associated with the installation of Carrier AHU's.
 - (7) Seven ducted Air Handling Units locations as follows:
 - AHU-1 Basement Men's Room – Horizontal above ceiling – Existing: Carrier BH Series with VFD
 - AHU-2 2nd FI Offices – Vertical - Existing: Carrier m# 39LD06AA-AL-BPN-A9, 12KW ERHC
 - AHU-3 Ball Rm Mezz – Vertical - Existing: Carrier m# 39LD06AA-AL-BMJ-19, 15KW ERHC
 - AHU-4 Ball Rm Mezz – Vertical - Existing: Carrier m# 39LD06AA-AL-BMJ-19, 15KW ERHC

- AHU-5 Ball Rm Mezz – Vertical - Existing: Carrier m# 39LD06AA-AL-BMJ-19 12KW ERHC
- AHU-6 1st FI Offices – Vertical - Existing: Carrier m# 39LD06AA-AL-BPN-A9 8KW ERHC
- AHU-7 100% OA Ball Rm Mezz – Horizontal - Existing: Carrier m# 39LA06AA-AT-BNN-E9 with VFD
- Provide material and labor associated with the replacement of the existing duct mounted electric reheat coils (ERHC). Coils shall be installed in the ductwork. JCI shall disconnect / reconnect all power sources associated with these coils.
- Provide material and labor associated with the connecting existing duct mains to new AHU sections per SMACNA standards using flexible canvas connections.
- Provide material and labor associated with the air and water balancing of the air handling units.
- Provide material and labor associated with the installation of 2" foil faced fiberglass board insulation on all OA, RA, and SA, RA, OA ductwork installed as part of this scope. Transition to existing duct insulation as appropriate.
- Provide material and labor associated with the replacement of condensate insulation associated with each unit back to existing insulation where the piping enters the Mechanical Room. Transition to existing insulation per manufacturer recommendations.
- Provide material and labor associated with the replacement of chilled water insulation associated each unit back to solid insulation where the piping enters the Mechanical Room. Transition to existing insulation per manufacturer recommendations.
- Provide material and labor associated with the replacement of the existing condensate trap. Install new condensate trap with overflow switch similar to EZ Trap EZT-230. Install cutout switch in series with the cooling command lead between the thermostat and the control board.
- Provide material and labor associated with the installation of an AquaGuard AG-3175E Primary Pan Sensor w/Time Delay or approved equal to be located in the condensate drain pan. Locate above normal condensate water line and integrate into the temperature control system. Typical of new units mounted above ceiling or within the Mezzanine Area.
- JCI shall provide material and labor associated with the replacement of temperature control valves.
- JCI shall provide material and labor associated with the replacement of duct damper actuators.
- Provide material and labor associated with the installation of new electrical circuit between existing disconnect switch and new AHU. Replace disconnect fuses with new fuses for the unit being served.
- Provide material and labor associated with disconnection of existing control system associated with the AHU being replaced. Once new equipment is installed, JCI shall reconnect / replace as needed temperature controls associated with the AHU. JCI shall perform a functional check-out of the associated BAS System and provide check-out forms.
- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.A.1.3 – Town Hall - FCU Replacement Scope of Work (Typical 4)

The Work for this FIM includes materials and labor for the following: Remove existing (3) Carrier FCUs located on 1st and 2nd floors and (1) Magic-Aire FCU located on 1st floor of Town Hall.

New FCU equipment and installation:

- Replace existing units with Carrier Fan Coil Units as described below. Start-up.
- 1 year parts and labor warranty.
- Provide material and labor associated with the removal of the existing ducted chilled water fan coil units.
- Provide material and labor associated with the removal of existing supply, return and outside air ductwork to allow for removal / installation of the FCU.
- Provide material and labor associated with the removal / installation of the acoustical ceiling grid and tiles to allow for FCU to be replaced. Replace any damaged acoustical ceiling grid and tiles to match adjacent. JCI shall secure any electrical devices to allow for this SOW to be performed and then reinstall.

- Provide material and labor associated with the removal of the existing electrical feeders between the FCUs and the Disconnect Switches.
- Provide material and labor associated with the temporary removal of SA/ RA duct mounted smoke detectors as required. Protect circuitry for re-installation when new units are installed.
- Provide material and labor associated with the installation of new Carrier FCU's.
 - (4) Four ducted Fan Coil Units locations as follows:
 - FCU-1 Basement Men's Room – Horizontal above ceiling –Existing: Carrier m# 42BHB08BD3R60912CA – 4KW ERHC
 - FCU-2 Basement Women's Room – Horizontal above ceiling –Existing Carrier
 - FCU-3 Stage – Vertical in Closet – Existing: Carrier m# 42DDA10BRDY5AYYY – 6KW ERHC
 - FCU-4 1st Floor Offices – Horizontal above ceiling – Existing: Magic-Aire m# 60-BHX-3-4 with condensate pump – 6KW ERHC
- Provide material and labor associated with the connecting existing duct mains to new FCU sections per SMACNA standards using flexible canvas connections.
- Provide material and labor associated with the air and water balancing of the air handling units to new design criteria.
- Provide material and labor associated with the replacement of condensate insulation associated each unit back to solid insulation. Transition to existing insulation per manufacturer recommendations.
- Provide material and labor associated with the replacement of chilled water insulation associated each unit back to solid insulation. Transition to existing insulation per manufacturer recommendations.
- Provide material and labor associated with the replacement of the condensate pump serving FCU-4 with a Little Giant m#VCMA-15UL 115v or similar equipment.
- Provide material and labor associated with the installation of 2" foil faced fiberglass wrap insulation on all OA, RA, and SA ductwork installed as part of this scope. Transition to existing duct insulation as appropriate.
- Provide material and labor associated with the replacement of the existing condensate trap. Install new condensate trap with overflow switch similar to EZ Trap EZT-230. Wire cutout switch in series with the cooling command lead between the thermostat and the control board.
- Provide material and labor associated with the installation of new electrical circuit between existing disconnect switch and new FCU. Replace disconnect fuses with new fuses sized for the unit being served.
- Provide material and labor associated with disconnecting of existing control system associated with the FCU being replaced. Once new equipment is installed, JCI shall reconnect / replace as needed temperature controls associated with the FCU. JCI shall perform a functional check-out of the associated BAS System and provide check-out forms
- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.A.1.4 – Town Hall - Mini-Split System Scope of Work

The Work for this FIM includes materials and labor for the following: Provide (1) Mitsubishi dual zone heat pump to serve 1st floor Video Room and 2nd floor IT closet.

New DX Split equipment and installation:

- New Unit shall be Mitsubishi or Approved Equal.
- 1 year parts and labor warranty.
- Provide material and labor associated with the installation of a dual evaporator single condensing unit ductless mini split systems. Air Cooled Condensing Unit is located on grade adjacent to the building. Evaporator section is wall mounted.
 - Mitsubishi 24,000BTU 20 SEER Dual Zone Heat Pump System
 - (1) MXZ-3C24NA2 (ACHP)
 - (2) MSZ-GL12NA (Evaporator)
 - 1st Fl Video Room
 - 2nd Fl IT Closet

- Heavy Duty galvanized wall bracket
 - Required line sets with covers painted to match exterior wall color.
- Provide material and labor associated with the installation of Condensing Unit Tie-Down Kits similar to Miami Tech F14CUTD. Secure per manufacturer requirements. Unit to be grade mounted and secured to new concrete housekeeping pad.
- Provide material and labor associated with the installation of the wall mounted evaporator section.
- Provide material and labor associated with pressurizing the refrigerant piping per manufacturer recommendations once the equipment has been installed.
- Provide material and labor associated with the installation of the electrical feeders between the breaker box and condensing unit. 208-230/1 25A
- Provide material and labor associated with the installation of the control circuit between the evaporator unit and condensing unit.
- Provide labor associated with ensuring factory start-up checklist is complete and unit is programmed to operate per manufacturer and JCI requirements.
- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.A.1.5 – Owner Contingency

Owner Contingency Fund. Included in the price of the is an Owner Contingency Fund equal to Twenty-Five Thousand Dollars (\$25,000) (the "Owner Contingency Fund"), which may be utilized for duct insulation / sealant, exterior door replacement / refurbishment, additional services or other unforeseen or contingent Work. To the extent that the duct insulation / sealant or other unforeseen or contingent Work exceeds the Owner Contingency Fund, Customer shall be responsible for the costs associated therewith, and JCI shall be entitled to a Change Order pursuant to this Section 11. If funds remain unused upon project completion they must be used for other items provided by JCI such as: Mechanical Service cost, spare parts, equipment, etc. to allow for the fund to be depleted.

FIM 5.A.2.1 – Library - Split System Scope of Work

The Work for this FIM includes materials and labor for the following: Remove existing (2) WeatherKing split system located in 1st floor Mechanical Room and replace with new equipment.

New DX Split equipment and installation:

- New Unit shall be York LX Series equipment. (15 SEER/5 Ton and 11.5 EER/7.5 ton)
- Start-up.
- 10 year limited parts and compressor warranty. 1 yr. warranty on remaining parts and labor.
- Provide material and labor associated with the replacement of a split systems has described below.
 - ACCU-6 (1st FI Mech Rm)
 - AHU - WeatherKing WBHA-06011SFBAI w/ (7.3/9.8KW EDC) 208-230/1
 - ACCU (air cooled condensing unit) – WeatherKing WAKA-060CAS (5 Ton) (Grade Mounted) 208-230/3
 - ACCU-7 (1st FI Mech Rm)
 - AHU - WeatherKing RHGE-075ZK949 w / (7.5KW EDC 208-240/1) 208-230-460/3
 - ACCU – Trane TTA090A300FA (7.5 Ton) (Grade Mounted) 208-230/3
- Provide material and labor associated with the replacement of the existing condensate trap for each of the 2 above listed units. Install new condensate trap with overflow switch similar to EZ Trap EZT-230. Install cutout switch in series with the cooling command lead between the thermostat and the control board for 2 above listed units.
- Provide material and labor associated with the installation of UV lamp in the supply air ductwork and connecting to power source for each of the 2 above listed units. Lamp to be similar to Honeywell SmartLamp M#UV100E1043 120/1. Provide step down transformer as required for each above listed unit.

- Provide material and labor associated with the installation of Condensing Unit Tie-Down Kits similar to Miami Tech F14CUTD. Secure per manufacturer requirements to existing pads on each of 2 above listed units.
- Provide material and labor associated with the Acid cleaning the existing pre-insulated line set. Replace any damaged insulation once the unit swap-out is complete. Coat all exposed insulation with UV rated paint to protect the insulation, paint shall be similar to K-Flex USA model 374 Protective Coating on each of the above listed units.
- Provide material and labor associated with pressurizing the refrigerant piping per manufacturer recommendations once the equipment has been replaced.
- Provide material and labor associated with the removal / disconnect of the existing electrical feeders between the disconnect switch and condensing unit and reconnection to new.
- Provide material and labor associated with the removal / disconnect of the existing control circuit between the evaporator unit and condensing unit and reconnect to new.
- Provide labor associated with ensuring factory start-up checklist is complete and unit is programmed to operate per manufacturer and Owner requirements.
- Provide material and labor associated with the replacement of the plywood return air plenum (approx. 24x24x96) with insulated reinforced sheet metal plenum between Mechanical Room and wall penetration.
- Provide material and labor associated with the removal/installation of the existing RA duct mounted smoke detector while the RA Plenum is being replaced.
- Provide material and labor associated with installing an OA damper over the existing OA Louver between RA Plenum and OA Louver. Damper to be controlled open only during occupied hours.
- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.A.2.2 – Library - RTU Scope of Work

The Work for this FIM includes materials and labor for the following: Remove existing (1) Trane unit located on the roof of the computer room and replacing with new equipment.

New RTU equipment and installation:

- New Unit shall be York LX Series equipment. 14 SEER.
- 1 year parts and labor warranty.
- Provide material and labor associated with the replacement of a split systems has described below.
 - RTU-1 (Comp Rm)
 - Trane TC018F1005A w/ (7.3/9.8KW EDC) 208-230/1
- Provide material and labor associated with the replacement of the existing condensate trap. Install new condensate trap with overflow switch similar to EZ Trap EZT-230. Wire cutout switch in series with the cooling command lead between the thermostat and the control board.
- Provide material and labor associated with the installation of UV lamp in the supply air ductwork and connecting to power source. Lamp to be similar to Honeywell SmartLamp M#UV100E1043 120/1. Provide step down transformer as required.
- Provide labor for rigging and crane lift for removal of existing equipment and placement of new equipment on roof.
- Provide material and labor associated with the installation of a new insulated adapter curb between the existing RTU curb and new RTU. Seal water tight and secure to roof structure per code requirements.
- Provide material and labor associated with replacing roof flashing between roof surface and new RTU curb adapter.
- Provide material and labor associated with the removal / disconnect of the existing electrical feeders between the disconnect switch and RTU. Provide material and labor for reconnection. Provide weather rated junction box between conduit/whip transition and new NEMA4X stainless steel disconnect.
- Provide material and labor associated with the removal / disconnect of the existing control circuit between the thermostat and RTU and reconnection to new RTU.
- Provide labor associated with ensuring factory start-up checklist is complete and unit is programmed to operate per manufacturer and Owner requirements.

- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.A.2.3 Library (WIFI Thermostats)

The Work for this FIM includes materials and labor for the following: Provide and install new programmable wireless thermostats for air conditioning units as described below

Table 9: WIFI Thermostat Locations

FIM	SITE	Air Conditioning Units
5.A.2.3	Library	Comp Room
5.A.2.3	Library	Child Read 1
5.A.2.3	Library	Child Read 2
5.A.2.3	Library	Main
5.A.2.3	Library	North area
5.A.2.3	Library	Schuyler Room

- Provide material and labor associated with the replacement of the existing thermostat with new programmable wireless thermostat.
- Thermostat to be Johnson Controls T9180.
- Customer to provide password access to local wireless network.

FIM 5.A.3 – Sheriff’s Annex - Split System Scope of Work

The Work for this FIM includes materials and labor for the following: Remove existing (2) split systems serving Kitchen Area and Dispatch Area.

New DX Split equipment and installation:

- New Unit shall be York LX Series equipment 15 SEER.
- 10 year limited parts and compressor warranty. 1 yr. labor warranty.
- Provide material and labor associated with the replacement of a split systems as described below.
 - ACCU-2 North Unit (Mech Rm near Kitchen)
 - AHU - Existing: Rheem RBHP-25J11SHE (w/ 10KW ERC HeatPack) 208-230/1
 - ACCU – Existing: Rheem 13AJA60A01757 (5 Ton) 208-230/1
 - ACCU-3 Dispatch Unit
 - AHU – Existing: RUDD 024 (w/ ERC 5KW HeatPack) 208-230/1
 - ACCU – Existing: RUUD UAND-024AJZ (2 Ton) 208-230/1
- Provide material and labor associated with the replacement of the existing condensate trap. Install new condensate trap with overflow switch similar to EZ Trap EZT-230 for each of the 2 above listed units. Install cutout switch in series with the cooling command lead between the thermostat and the control board for each of 2 above listed units.
- Provide material and labor associated with the installation of UV lamp in the supply air ductwork and connecting to power source. Lamp to be similar to Honeywell SmartLamp M#UV100E1043 120/1. Provide step down transformer as required for each of the 2 above listed units.
- Provide material and labor associated with the installation of Condensing Unit Tie-Down Kits similar to Miami Tech F14CUTD. Secure per manufacturer requirements to existing pad for each of the 2 above listed units.
- Provide material and labor associated with the Acid cleaning the existing pre-insulated line set. Replace any damaged insulation once the unit swap-out is complete. Coat all exposed insulation with UV rated paint to protect the insulation, paint shall be similar to K-Flex USA model 374 Protective Coating on each of the above listed units.
- Provide material and labor associated with pressurizing the refrigerant piping per manufacturer recommendations once the equipment has been replaced.

- Provide material and labor associated with the removal / disconnect of the existing electrical feeders and installation of new feeders between the disconnect switch and condensing unit.
- Provide material and labor associated with the removal / disconnect of the existing control circuit and installation of new control circuit between the evaporator unit and condensing unit.
- Provide labor associated with ensuring factory start-up checklist is complete and unit is programmed to operate per manufacturer and Owner requirements.
- Provide material and labor associated with the replacement of the existing thermostat with new programmable thermostat.
- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.A.4 – Lake Shore Park - Split System Scope of Work

The Work for this FIM includes materials and labor for the following: Remove existing (1) Carrier split system located on 1st floor/grade mounted outdoor unit and replace.

New DX Split equipment and installation:

- New Unit shall be York LX Series 15 SEER.
- 10 year limited parts and compressor warranty. 1 yr. labor warranty.
- Provide material and labor associated with the replacement of a split systems has described below.
 - ACCU-1 (1st FI Closet)
 - AHU - Carrier FK4CNB006 (w/ 9.2KW ERC HeatPack) 208-230/1
 - ACCU – Trane 2TTR1060A10000AA (5 Ton) (Grade Mounted) 208-230/1
- Provide material and labor associated with the replacement of the existing condensate trap. Install new condensate trap with overflow switch similar to EZ Trap EZT-230. Install cutout switch in series with the cooling command lead between the thermostat and the control board.
- Provide material and labor associated with the installation of UV lamp in the supply air ductwork and connecting to power source. Lamp to be similar to Honeywell SmartLamp M#UV100E1043 120/1. Provide step down transformer as required.
- Provide material and labor associated with the installation of Condensing Unit Tie-Down Kits similar to Miami Tech F14CUTD. Secure per manufacturer requirements.
- Provide material and labor associated with the Acid cleaning the existing pre-insulated line set. Replace any damaged insulation once the unit swap-out is complete. Coat all exposed insulation with UV rated paint to protect the insulation, paint shall be similar to K-Flex USA model 374 Protective Coating on each of the above listed units.
- Seal between PVC conduit and pre-insulated lineset with appropriate sealant to prevent water and rodents.
- Provide material and labor associated with pressurizing the refrigerant piping per manufacturer recommendations once the equipment has been replaced.
- Provide material and labor associated with the removal / disconnect of the existing electrical feeders between the disconnect switch and condensing unit and reconnect to new feeders.
- Provide material and labor associated with the removal / disconnect of the existing control circuit between the evaporator unit and condensing unit and reconnect to new control circuit.
- Provide material and labor associated with the replacement of the existing grille mounted return air filter. New filter to be similar to FARR30/30 1" deep Merv8. Clean return air grille prior to replacing filter.
- Provide labor associated with ensuring factory start-up checklist is complete and unit is programmed to operate per manufacturer requirements.
- Provide material and labor associated with the replacement of the existing thermostat with new programmable thermostat.
- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.A.5 – Evergreen House - Split System Scope of Work

The Work for this FIM includes materials and labor for the following: Remove existing (1) Trane split system located in fenced area on south side of building.

New DX Split equipment and installation:

- New Unit shall be York equipment 15 SEER.
- 10 year limited parts and compressor warranty. 1 yr. labor warranty.
- Provide material and labor associated with the replacement of a split systems has described below. New units to be similar to York LX Series (ACCU's and AHU's)
 - ACCU-1
 - AHU - Existing: Trane TWE042C14F81 (w/ 7.2/9.6KW ERC HeatPack) 208-230/1
 - ACCU – Existing: Trane TTN042C100AZ (3.5 Ton) 208-230/1
- Provide material and labor associated with the replacement of the existing condensate trap. Install new condensate trap with overflow switch similar to EZ Trap EZT-230. Install cutout switch in series with the cooling command lead between the thermostat and the control board.
- Provide material and labor associated with the installation of UV lamp in the supply air ductwork and connecting to power source. Lamp to be similar to Honeywell SmartLamp M#UV100E1043 120/1. Provide step down transformer as required.
- Provide material and labor associated with the installation of Condensing Unit Tie-Down Kits similar to Miami Tech F14CUTD. Secure per manufacturer requirements.
 - Provide material and labor associated with the Acid cleaning the existing pre-insulated line set. Replace any damaged insulation once the unit swap-out is complete. Coat all exposed insulation with UV rated paint to protect the insulation, paint shall be similar to K-Flex USA model 374 Protective Coating on each of the above listed units.
- Provide material and labor associated with pressurizing the refrigerant system per manufacturer recommendations once the equipment has been replaced.
- Provide material and labor associated with the removal / disconnect of the existing electrical feeders between the disconnect switch and condensing unit and reconnect to new feeders.
- Provide material and labor associated with the removal / disconnect of the existing control circuit between the evaporator unit and condensing unit and reconnect to new control circuit.
- Provide labor associated with ensuring factory start-up checklist is complete and unit is programmed to operate per manufacturer and Owner requirements.
- Provide material and labor associated with the replacement of the existing thermostat with new programmable thermostat.
- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.B.1 – Public Works - Split System Scope of Work

The Work for this FIM includes materials and labor for the following: Remove existing (3) assorted mixed manufacturer equipment heat packs located on 2nd floor/rooftop (1) and 1st floor/grade mounted (2) and replace with new equipment.

New DX Split equipment and installation:

- (ACCU-1&4) New Unit shall be York LX Series equipment 17 SEER.
 - 10 year limited parts and compressor warranty. 1 yr. labor warranty.
- ACCU-3 shall be Mitsubishi or Approved Equal
- 1 year parts and labor warranty.

- Provide material and labor associated with the replacement of a split systems has described below.
 - ACCU-1 (2nd FI Closet)
 - AHU - Rheem RBEA-17J10NUDA1 (w/ 7.2/9.6KW ERC HeatPack) 208-230/1
 - ACCU – Rudd RAMC-030JAZ (2.5 Ton) (Roof Mounted) 208-230/1
 - ACCU-3 (Closet Near Director Office)
 - AHU - Goodman A18-05C (w/ 5KW ERC HeatPack) 208-230/1
 - ACCU – Trane TTN042C100AZ (1.5 Ton) (Grade Mounted) 208-230/1
 - ACCU-4
 - AHU - Trane TWE024C14F81(Verify) (w/ ERC 5KW HeatPack) 208-230/1
 - ACCU – Rudd UAMC-024JAZ (2 Ton) (Grade Mounted) 208-230/1
- ACCU-3
 - Provide material and labor associated with the installation of a dual evaporator single condensing unit ductless mini split systems. Air Cooled Condensing Unit is located on grade adjacent to the building. Evaporator section is wall mounted.
 - Mitsubishi 24,000BTU 20 SEER Dual Zone Heat Pump System
 - (1) MXZ-3C24NA2 (AHP)
 - (2) MSZ-GL12NA (Evaporator)
 - 1st FI Office
 - 1st FI Office
 - Heavy Duty galvanized wall bracket
 - Required line set covers painted to match exterior wall color.
 - (Typical of 3 change-outs)
 - Provide material and labor associated with the installation of Condensing Unit Tie-Down Kits similar to Miami Tech F14CUTD. Secure per manufacturer requirements. Unit to be grade mounted and secured to new concrete housekeeping pad.
 - Provide material and labor associated with the installation of the wall mounted evaporator section.
 - Provide material and labor associated with pressurizing the refrigerant piping per manufacturer recommendations once the equipment has been installed.
 - Provide material and labor associated with the installation of the electrical feeders between the breaker box and condensing unit. 208-230/1 25A
 - Provide material and labor associated with the installation of the control circuit between the evaporator unit and condensing unit.
 - Provide material and labor associated with the replacement of the existing condensate trap for each of the 3 above listed units. Install new condensate trap with overflow switch similar to EZ Trap EZT-230. Install cutout switch in series with the cooling command lead between the thermostat and the control board for each of the 3 above listed units.
 - Provide material and labor associated with the installation of UV lamp in the supply air ductwork and connecting to power source for each of the 3 above listed units. Lamp to be similar to Honeywell SmartLamp M#UV100E1043 120/1. Provide step down transformer as required for each of the 3 above listed units.
 - Provide material and labor associated with the replacement of the existing 2x4s between the existing roof rails and steel platform with new 2"x6" galvanized "C-Channel" secured to the roof rails and steel stand with appropriate stainless steel fasteners.
 - Provide material and labor associated with the installation of Condensing Unit Tie-Down Kits similar to Miami Tech F14CUTD. Secure per manufacturer requirements to the existing pad for each of the 3 above listed units.
 - Provide material and labor associated with the Acid cleaning the existing pre-insulated line set. Replace any damaged insulation once the unit swap-out is complete. Coat all exposed insulation with UV rated paint to protect the insulation, paint shall be similar to K-Flex USA model 374 Protective Coating on each of the above listed units.
 - Provide material and labor associated with pressurizing /filling the refrigerant piping per manufacturer recommendations once the equipment has been replaced.
 - Provide material and labor associated with the removal / disconnect of the existing electrical feeders between the disconnect switch and condensing unit and reconnect to new feeders.
 - Provide material and labor associated with the removal / disconnect of the existing control circuit between the evaporator unit and condensing unit and reconnect to new control circuit.

- Provide labor associated with ensuring factory start-up checklist is complete and unit is programmed to operate per manufacturer and Owner requirements.
- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.B.2 and 5.C – WIFI Thermostat Scope of Work (Public Works and Marina)

The Work for this FIM includes materials and labor for the following: Provide and install new programmable wireless thermostats for air conditioning units as described below

Table 10: WIFI Thermostat Locations

FIM	SITE	Air Conditioning Units
5.B.2	Public Works	Split Main 1 - 1st Floor
5.B.2	Public Works	Split Main 2 - 2nd Floor
5.B.2	Public Works	Split Parts Building
5.C	Marina	Split Main Office
5.C	Marina	Split 2nd Floor Office
5.C	Marina	Split 2nd Floor Party Room
5.C	Marina	Split Rest Room and Laundry

- Provide material and labor associated with the replacement of the existing thermostat with new programmable wireless thermostat.
- Thermostat to be Johnson Controls T9180
- Customer to provide password access to local wireless network.

FIM 5.A, 5.B, and 5.C Exclusions

- Repair or replacement of defective mechanical, electrical and controls equipment and electrical distribution system, except the equipment described in the Scope of Work. If JCI identifies defective equipment which impacts the Scope of Work, Customer will have the option to self-perform the necessary corrective measures or source via third party. Johnson Controls will also provide a quotation to perform this work, upon request.
- Repairs/replacement of piping found to be corroded or rusted and unacceptable for installation of components or fittings required for installation other than what is specified in the Scope of Work.
- Resolution of existing code violations. Johnson Controls will bring such violations to the attention of Town of Lake Park as observed, it will be the responsibility of Town of Lake Park to address the identified violations.
- Repair or upgrades required to bring adjacent electrical and mechanical systems up to code other than as noted in this scope of work.
- Starters, HOA switches, or Disconnect Switches unless otherwise specified within this Scope of Work.
- Any work, testing, or commissioning associated with fire, life safety, smoke control, fire/smoke dampers, including their wiring and interlocking other than identified in the Scope of Work.
- Stamped engineering design or drawings, unless specifically called out in the individual Scope of Work
- Existing building ventilation and indoor air quality issues are excluded.
- Resolution of existing code violations and Federal Americans with Disabilities Act (ADA) violations. If during the project installation Johnson Controls identifies ADA code requirements or violations, such requirements or violations will be brought to the attention of the Town of Lake Park as observed. It will be the responsibility of the Town of Lake Park to address the identified violations.
- Engineering services, studies and analysis associated with any exclusions or work outside of the scope definition.
- Unknown permits, fees or processes required by local or oversight jurisdiction and/or utilities.

Schedule 1

- Overtime work caused by unforeseen circumstances beyond the control of Johnson Controls, including but not limited to scheduling changes by the Town of Lake Park. The cost difference between the overtime work wages and normal time work wages will be calculated as [(overtime rate – normal rate) x hours]).
- Resolution of existing design, service, and or distribution conditions known or unknown.
- Any building system design issues not related to the FIM Scope of Work is the responsibility of the Customer unless noted otherwise in the FIM Scope of Work.
- Disabling or disconnecting active devices from an existing fire alarm system, furnishing intelligent fire devices, fire system testing or programming.
- Any access doors in ceilings, walls or ductwork other than those specified in this Scope of Work
- The fire alarm smoke detectors and fire/smoke damper system(s) hardware shall be connected to the existing fire alarm panels, any required upgrades to the existing panels shall be the Customer's responsibility.
- Duct or coil cleaning unless specifically included in Scope of Work
- Any controllers required for additional future capacity
- JCI to provide material and labor associated with temporary spot cooling during the Chiller, AHU, FCU, RTUs and DX replacement Scope of Work only. Any other temporary cooling is excluded..
- JCI shall provide allowance for (2) portable spot coolers to assist in temporary cooling..

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PERFORMANCE CONTRACT AGREEMENT WITH JOHNSON CONTROLS, INC. FOR GUARANTEED ENERGY, WATER, AND WASTEWATER SAVINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town is responsible for maintaining Town owned facilities which provide support and services to the public; and

WHEREAS, the Town requires a contractor to renew aging facility infrastructures, reduce energy, water, and wastewater costs, and reduce future capital costs; and

WHEREAS, in order to satisfy this requirement, and pursuant to the Town's purchasing procedures, the Town entered into a Project Development Agreement (PDA) with Johnson Controls, Inc. on November 7, 2019 to develop an infrastructure renewal project to be funded by savings from reductions in utility costs, reductions in operating and maintenance costs, and future capital cost avoidance; and

WHEREAS, the Town and Johnson Controls, Inc. seek to enter into a performance based contract to implement the developed project; and

WHEREAS, the principal cost to construct the project is \$1,494,679.00; and

WHEREAS, Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to enter into a performance-based agreement with Johnson Controls, Inc..

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

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

Section 2. The Mayor is hereby authorized and directed to execute the agreement with Johnson Controls, Inc, a copy of which is attached hereto and incorporated herein as Exhibit 'I'.

Section 3. This Resolution shall take effect upon execution.

PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this 20th day of March, 2019 between:

PARTIES

JOHNSON CONTROLS, INC. ("JCI")
6600 Congress Ave
Boca Raton, FL 33487

and

Town of Lake Park, Florida ("Customer")
535 Park Ave,
Lake Park, FL 33403

RECITALS

WHEREAS, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) attached hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

WHEREAS, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

WHEREAS, Customer has selected JCI to perform the Work after it determined JCI's proposal was the most advantageous to Customer in accordance with all applicable procurement and other Laws.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

AGREEMENT

- 1. SCOPE OF THE AGREEMENT.** JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee) and/or Schedule 2A (Assured Performance Guarantee – Utility Meters), as applicable. Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).
- 2. AGREEMENT DOCUMENTS:** In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed an integral part of this Agreement:

Schedule 1 – Scope of Work
Schedule 2 – Assured Performance Guarantee
Schedule 3 – Customer Responsibilities
Schedule 4 – Price and Payment Terms
Attachment 1 – Sample Notice to Proceed
Attachment 2 – Sample Change Order
Attachment 3A – Sample Certificate of Substantial Completion
Attachment 3B – Sample Certificate of Final Completion
Appendix 1 FIM 1 – LED Lighting Retrofit - Line by Line.
Appendix 2 FIM 2 - Domestic Water Conservation Line by Line

- 3. NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES.** This Agreement shall become effective on the date of the last signature on the signature page below. JCI shall commence performance of the Work within ten (10) business days of receipt of Customer's Notice to Proceed, a form of which is attached hereto as Attachment 1, and shall achieve Substantial Completion of the Work by the Substantial Completion date, which shall be the date on which Customer executes a Certificate of Substantial Completion in the form attached hereto as Attachment 3.

For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Improvement Measures. The M&V Services shall commence on the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder.

- 4. DELAYS AND IMPACTS.** If JCI is delayed in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work; a Force Majeure (as defined below) condition; failure by Customer to perform its obligations under this Agreement; or failure by Customer to cooperate with JCI in the timely completion of the Work, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts. Under such circumstances and subject to mutual agreement of the parties, an equitable adjustment in the time for performance, price and payment terms, and the Assured Performance Guarantee shall be made.
- 5. ACCESS.** Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all buildings in Customer's control that are subject to the Work and M&V Services. Customer further agrees to assist JCI, its subcontractors, and its agents to gain access to buildings that are not controlled by Customer but are necessary for JCI to complete the Work and provide the M&V Services. Subject to mutual agreement of the parties, an equitable adjustment in the time for performance, price and payment terms, and Assured Performance Guarantee shall be made as a result of any failure to grant such access.
- 6. PERMITS, TAXES, AND FEES.** Unless otherwise specified in Schedule 3 (Customer Responsibilities), JCI shall be responsible for obtaining all building permits required for it to perform the Work. Unless otherwise specified in Schedule 1 (Scope of Work), Customer shall be responsible for obtaining all other permits, licenses, approvals, permissions and certifications, including but not limited to, all zoning and land use changes or exceptions required for the provision of the Work or the ownership and use of the Improvement Measures. JCI shall not be obligated to provide any changes to or improvement of the buildings or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other requirement unless the same expressly regulates the installation of the Improvement Measures. Without limiting the foregoing, JCI's obligations with respect to the Work is not intended to encompass any changes or improvements that relate to any compliance matters (whether known or unknown) that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority. Customer shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to JCI under this Agreement, other than taxes upon the net income of JCI. Customer shall also be responsible for real or personal property taxes relating to equipment or material included in the Improvement Measures. Any fees, taxes, or other lawful charges paid by JCI on account of Customer shall become immediately due from Customer to JCI.
- 7. WARRANTY.** JCI shall perform the Work in a professional, workman-like manner. JCI shall promptly re-perform any non-conforming Work for no charge, as long as Customer provides written notice to JCI within one

(1) year following Substantial Completion or such other period identified in Schedule 1. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI shall transfer the benefits of such warranty to Customer. The foregoing remedy with respect to the Work, together with any remedy provided by goods or equipment manufacturers, shall be Customer's sole and exclusive remedies for warranty claims. Customer agrees that the one (1) year period following Substantial Completion, or such other period identified in Schedule 1, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the Work. These exclusive remedies shall not have failed of their essential purpose so long as JCI transfers the benefits of any goods or equipment end-user warranty to Customer and remains willing to re-perform any non-conforming Work for no charge within the one (1) year period described above or such other period identified in Schedule 1. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY JCI. This warranty does not extend to any Work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of JCI. Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment.

8. **CLEANUP.** JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.
9. **SAFETY; COMPLIANCE WITH LAWS.** JCI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and M&V Services. Each of JCI and Customer shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (collectively, "Laws") in connection with its performance hereunder.
10. **ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS.**

Asbestos-Containing Materials: Neither party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable Laws and upon request, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Work or M&V Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present and, to the extent available to the Customer, Customer shall provide such certification for buildings it owns, or aid JCI in obtaining such certification from building owners in the case of buildings that Customer does not own, if JCI will undertake Work or M&V Services in a facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable Laws and addressing the impact of its disturbance before JCI continues with its Work or M&V Services, unless JCI had actual knowledge that ACM was present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Customer shall resume its responsibilities for the ACM in buildings owned by the Customer after JCI's remediation has been completed.

Other Hazardous Materials: JCI shall be responsible for removing or disposing of any Hazardous Materials (as defined below) that it uses in providing Work or M&V Services ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at Customer's buildings ("Non-JCI Hazardous Materials"), and upon request Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work or M&V Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its buildings and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and

acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Non-JCI Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Non-JCI Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Work or M&V Services. For purposes of this Agreement, "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paint and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold, regardless of the cause of the mold.

Environmental Indemnity: To the fullest extent permitted by § 768.28, Fla. Stat., Customer shall indemnify and hold harmless JCI and JCI's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Customer's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-JCI Hazardous Materials on, under or about the facilities, or Customer's failure to comply with this Section 10.

11. CHANGE ORDERS. The parties, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work ("Change Orders"). The price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties. In the event the parties reasonably agree a Change Order is necessary, JCI may delay performance until adjustments arising out of the Change Order are clarified and agreed upon. Any Change Order shall be signed by an authorized representative of each party. If the parties reasonably agree that a concealed or unknown condition has been encountered while performing the Work which differs from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work, price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted. Claims for equitable adjustment may be asserted in writing within a reasonable time from the date a party becomes aware of a change to the Work by written notification. Failure to promptly assert a request for equitable adjustment, however, shall not constitute a waiver of any rights to seek any equitable adjustment with respect to such change.

12. CUSTOMER FINANCING; TREATMENT; TAXES. The parties acknowledge and agree that JCI is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to:

- (a) Customer's ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise;
- (b) Customer's proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement; and
- (c) the necessity of Customer to raise taxes or seek additional funding for any purpose.

Customer is solely responsible for its obligations and determinations with respect to the foregoing matters. In addition, the parties acknowledge and agree that Customer shall be responsible to comply, at its cost and expense, with all Laws that may be applicable to it relating to performance contracting, including, without limitation, any requirements relating to the procurement of goods and/or services and any legal, accounting, or engineering opinions or reviews required or obtained in connection with this Agreement.

13. INSURANCE. JCI shall maintain insurance in amounts no less than those set forth below in full force and effect at all times until the Work has been completed, and shall provide a certificate evidencing such coverage promptly following Customer's request therefor.

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance or self insurance, including Employer's Liability	Statutory
Commercial General Liability Insurance	\$5,000,000 Per Occurrence \$5,000,000 Aggregate
Comprehensive Automobile Liability Insurance	\$5,000,000 Combined Single Limit
The above limits may be obtained through primary and excess policies, and may be subject to self-insured retentions.	

If deemed necessary by the Customer, Customer shall be responsible for obtaining builder's risk insurance coverage for the Improvement Measures and shall at all times be responsible for any loss or casualty to the Improvement Measures. Customer hereby acknowledges that it currently maintains and shall continue to maintain insurance coverage, of the types and in the amounts customary for the conduct of its business, throughout the term of this Agreement.

14. INDEMNIFICATION. To the fullest extent permitted by applicable Law, each party shall indemnify the other with respect to any alleging bodily injury, including death, or property damage to the extent such injury or damage is caused by the negligence or willful misconduct of the indemnifying party. A condition precedent to either party's obligation to indemnify the other pursuant to this Section 14 shall be for the indemnified party to promptly advise the indemnifying party of the claim pursuant to the notice provision of this Agreement. This indemnification provision is not intended to, nor does it waive the protections afforded to the Customer pursuant to § 768.28, Fla. Stat.

15. LIMITATION OF LIABILITY. NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, PUNITIVE, EXEMPLARY, LOSS OF PROFITS OR REVENUE, LOSS OF USE, OR SIMILAR DAMAGES, REGARDLESS OF HOW CHARACTERIZED AND REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR RELIEF, ARISING IN ANY MANNER FROM THIS AGREEMENT, THE WORK, THE IMPROVEMENT MEASURES, THE PREMISES, THE M&V SERVICES, OR OTHERWISE. WITHOUT LIMITING JCI'S EXPRESS OBLIGATIONS UNDER THE ASSURED PERFORMANCE GUARANTEE, JCI'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY RECEIVED BY JCI UNDER SCHEDULE 4. If this Agreement covers fire safety or security equipment, Customer understands that JCI is not an insurer regarding those services, and that JCI shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between JCI and Customer, and each party acknowledges that JCI would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.

16. FORCE MAJEURE. Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party. Such conditions (each, a "Force Majeure") include, but are not limited to: acts of God; acts of government agencies; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or unavailability of parts, materials or supplies.

17. JCI'S PROPERTY. All materials furnished or used by JCI personnel and/or JCI subcontractors or agents at the installation site, including documentation, schematics, test equipment, software and associated media remain the exclusive property of JCI or such other third party. Customer agrees not to use such materials for any

purpose at any time without the express authorization of JCI. Customer agrees to allow JCI personnel and/or JCI subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. Customer acknowledges that any software furnished in connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software.

- 18. DISPUTES.** JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith, but if unsuccessful, will submit any Dispute to non-binding mediation with a certified mediator, with the mediation to be conducted at a mutually agreed to location in Palm Beach County, Florida. Such mediator shall be knowledgeable, to each party's reasonable satisfaction, with respect to matters concerning construction law. Neither JCI nor Customer shall file a lawsuit against the other until not less than sixty (60) days after the mediation referred to herein has occurred, unless one or both parties is genuinely and reasonably concerned that any applicable statute of limitations is on the verge of expiring. JCI AND CUSTOMER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL AS TO ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, INCLUDING CONTRACT, TORT AND STATUTORY CLAIMS, AND EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS UNDER THIS AGREEMENT.
- 19. GOVERNING LAW; VENUE.** This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the state of Florida. The parties agree that regardless of the conflict of laws, venue for any lawsuit shall lie in Palm Beach County, Florida.
- 20. CONSENTS; APPROVALS; COOPERATION.** Whenever Customer's consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that Customer may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement. Whenever Customer's cooperation is required by JCI in order to carry out JCI's obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services.
- 21. FURTHER ASSURANCES.** The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.
- 22. INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.
- 23. POWER AND AUTHORITY.** Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.
- 23. SEVERABILITY.** In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.
- 24. COMPLETE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and

understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

- 25. HEADINGS.** The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.
- 26. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.
- 27. NOTICES.** All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when mailed by certified or registered mail: to Johnson Controls, Inc. at the address listed on the first page of this Agreement, ATTN: Regional Solutions Manager, with a copy to Johnson Controls, Inc., ATTN: General Counsel – Building Solutions, 507 East Michigan Street, Milwaukee, Wisconsin, 53202, and to Customer at the address listed on the first page of this Agreement.

Town of Lake Park

JOHNSON CONTROLS, INC.

Signature: _____

Signature: _____

Printed Name: Michael O'Rourke

Printed Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

SCOPE OF WORK

JCI shall provide Customer with Work identified on this Schedule 1.

Work shall be performed at the following sites:

Table 1: Facilities where Work is to be Performed

Facility	Address	City
Town Hall	535 Park Ave	Lake Park
Library	529 Park Ave	Lake Park
Sherriff's Annex	700 6th Street	Lake Park
Public Works Department	640 Old Dixie Highway	Lake Park
Lake Park Marina	105 Lake Shore Drive	Lake Park
Lake Shore Tennis Center	600 Lake Shore Drive	Lake Park
Evergreen House	701 Lake Shore Drive	Lake Park
Kelsey Park	701 Lake Shore Drive	Lake Park
Bayberry Sports Complex (Bert Bostrom Park)	311 7th Street	Lake Park

FIM 1.A, 1.B, 1.C – LED Lighting Retrofit

JCI shall provide LED retrofits to the following facilities:

Table 2: LED Lighting Retrofit - Facilities

FIM	Facility
1.A	Town Hall
1.A	Library
1.A	Sherriff's Annex
1.A	Lake Shore Tennis Center
1.A	Evergreen House
1.A	Kelsey Park
1.A	Sports Complex
1.B	Public Works Department
1.C	Lake Park Marina

The following is a general scope of work. Refer to detailed scope of work for this **FIM in Appendix 1 FIM 1 – LED Lighting Retrofit - Line by Line.**

Areas:

Refer to the **Appendix 1 FIM 1 – LED Lighting Retrofit - Line by Line** for details. In areas specified in the line by lines, perform the following retrofits:

- Hallways/ Common Areas:
 - Replace incandescent lamps with high efficiency LED lamps.
 - The existing linear fluorescent fixtures will be re-wired and retrofitted with LED tubes which will be direct-wired
 - Existing electronic ballasts will be removed
 - Compact fluorescent recessed cans will be upgraded with LED retrofit can kits.
- Offices, Libraries, Breakrooms and Restrooms:
 - Replace incandescent lamps with high efficiency LED lamps.
 - The existing linear fluorescent fixtures will be re-wired and retrofitted with LED tubes which will be direct-wired
 - Existing electronic ballasts will be removed.
 - The incandescent and screw-in CFL fixtures will be re-lamped with LED lamps
 - The remaining compact fluorescent recessed cans will be upgraded with LED retrofit can kits.
- Stairs:
 - Replace the drum fixtures with new high efficiency LED fixtures

- The existing linear fluorescent fixtures will be re-wired and retrofitted with LED tubes which will be direct-wired
- Existing electronic ballasts will be removed.
- Exterior:
 - JCI shall replace the HID fixtures with new high efficiency LED fixtures or HID replacement retrofits.
 - JCI shall re-lamp the screw-in fixtures with new high efficiency LED lamps

Table 3: LED Lighting Retrofit - Scope

Scope Summary	New Fixture	Kit	Relamp	Remove	Retrofit	Grand Total
Bayberry Sports Complex (Bert Bostrom Park)			4		26	30
Bayberry Sports Complex (Bert Bostrom Park) Ball Fields	21			21		42
Bayberry Sports Complex (Bert Bostrom Park) Exterior	7					7
Kelsey Park			7			7
Kelsey Park Exterior	1		2			3
Lake Shore Park Tennis Center			17		7	24
Lake Shore Park Tennis Center Exterior	3		9			12
Lake Shore Park Tennis Center Tennis Courts	6			8		14
Library		6	38		133	177
Library Exterior	2		7			9
Marina			5		52	57
Marina Exterior	2		123			125
Public Works		18	8		52	78
Public Works Exterior	1		6			7
Sheriff's Annex	6	7	4		83	100
Sheriff's Annex Exterior	3		2		1	6
Town Hall	18	25	53		99	195
Town Hall Exterior	2		15		4	21
Grand Total	72	56	300	29	457	914

- All work shall be performed in accordance with industry standards and approved safety practices. Professional performance by licensed, insured and certified personnel skilled in lighting retrofit services.
- Lamps and ballasts removed as part of the work shall be recycled and/or disposed of in compliance with applicable regulations.
- All work performed during standard 40 hour work week, Monday through Friday; weekends or overtime not included.
- All circuit breakers, contactors, switches/controls, existing fixtures, and the electrical system in general are assumed to be operational working order and compliant with current NEC requirements.
- Johnson Controls shall be given ample notice for security clearance procedures required for access to any facility included in **Table 1: Facilities where Work is to be Performed**.
- Johnson Controls shall provide maintenance stock of 1.5% (LED tubes & LED lamps only).
- If specified materials become either temporarily or permanently unavailable for reasons beyond the control of Johnson Controls, then the expected time for performance of the work will be extended. Johnson Controls reserves the right to provide equivalent substitutions at no price increase.
- Where ULC listed tubular LED lamp (TLED) retrofits are proposed, external drivers will be utilized where noted in the line-by-line scope of work. Existing ballasts will be removed.
- Where ULB listed tubular LED lamp (TLED) retrofits are proposed, the tubes will be direct wired and the existing ballast will be removed.

- Where retrofits of existing fixtures are proposed, the scope includes wiping down prismatic lenses with dry cloth.
- Warranties
 - Labor Warranty – 1 year workmanship guarantee in accordance with the terms and conditions of the proposal from the date of acceptance by the customer.
 - Material Warranties - Manufacturer warranties of lamps, retrofit kits, and fixtures installed as part of the project are covered by the individual manufacturer's published documentation. Johnson Controls will furnish contact information for each manufacturer. Alleged defective product may be required for return to factory for analysis.
- Design illumination levels: In the absence of code-mandated lighting requirements, industry standards have been used as a guide, primarily the most recent edition of the Illuminating Engineering Society of North America (IESNA), IESNA Recommended Practice documents and IESNA Design Guides.
- Existing lighting systems were presumed to be designed based on IESNA recommended practices. In the event current light levels are above IESNA recommendations for the space type (i.e., over-lit), light levels will be reduced. In the event light levels are below IESNA recommendations for the space type, JCI will meet or exceed current light levels. If the space is under-lit due to an inadequate spacing or quantity of fixtures from initial design, which requires adding fixtures, adding circuits, reconfiguration or new construction, this will be brought to the attention of the customer. LED fixtures or components specified for the project are based on comparable original lumen outputs of existing equipment rather than depreciated light output values.
- Existing and post-installation illumination levels have been sampled and will be measured in accordance with procedures recommended by IESNA using a calibrated light meter.

Exclusions

- Replacement or repair of concrete pole footings or rusted bolts on footings unless otherwise specified in this Scope of Work.
- Existing light poles will be re-used. Repair of wiring to poles, if required, is not included.
- All pole mounted lighting shall reuse existing poles. Customer is responsible for pole maintenance, repair and replacement throughout the term of the guarantee.
- Lighting Poles shall be checked for contact voltage. If hazardous voltage is noted, work on that pole will be stopped and the customer and/or the utility company shall be notified immediately to correct the fault before any work will be performed.
- Unless specified in **Appendix 1 FIM 1 – LED Lighting Retrofit - Line by Line** description of work
 - Existing task lighting and table type light fixtures
 - Removal or replacement of ceiling.
 - Existing decorative and stage light fixtures.
 - The addition of lighting fixtures in areas with existing illumination deficiencies is not covered under this scope of work. If foot-candle levels do not meet minimum standards, the customer will be notified.
 - Existing fluorescent dimming systems or fixtures will remain "as is".
 - Reconfiguration of existing fixture layout.
 - Double or bi-level switching of in-board and out-board sockets is not included.
 - Repair, replacement and adjustments of existing sensors, time clocks, switches or energy management systems.
 - Repair or replacement of louvers or other components.
 - Repair or replacement of yellowed, cracked, damaged or missing fixture lenses, louvers or other components.
 - Repair or replacement of the existing Emergency and Egress Lighting Systems.
 - Replacement of defective emergency battery back-up ballast.
- Replacement of existing wiring and/or electrical code deficiencies in exterior fixtures.
- Existing fixtures that are not in a maintainable or operational condition including, but not limited to, rusted or embrittled in a manner which would impede retrofit.
- Any electrical wiring other than that required for the retrofit or replacement within the existing lighting fixtures, the installation of new fixtures as scheduled, the installation of occupancy sensors and other controls.

- Calibration or adjustment of the lighting control devices post installation. JCI will set controls to the agreed upon settings at time of installation only.
- No work can be performed in asbestos contaminated areas. If asbestos is present, the scope of work shall be adjusted unless the asbestos is abated by the Customer.
- Project shall be installed to meet current NEC code; No provisions have been made to accommodate or meet any other construction, energy, or other codes.
- Unless specified in the scope of work, no provisions are made to ensure that the light levels will comply with existing surveillance camera requirements. Proposed light levels will meet or exceed the current light levels of the exterior fixtures.
- Replacement of existing lighting sockets and ballast unless otherwise noted.
- Correction or repair of electrical system deficiencies or any NFPA, NEC, or Local Code deficiencies unless provided for in this scope of work.
- Painting, plastering or any other type of repair to existing mounting surfaces after the removal or replacement of fixtures, unless otherwise noted in this scope of work.
- Conditions that could not be reasonably documented during the audit (i.e. concealed locations or hidden conditions).
- Work in buildings or areas not specifically indicated on the line-by-line scope of work is excluded. Should additional areas, buildings, or campuses require addition into the program, Johnson Controls shall provide a written estimate for change order.

FIM 2.A, 2B, 2C – Water Conservation Retrofits

Table 4: Water Conservation Facilities

FIM	Facility
2.A	Town Hall
2.A	Library
2.A	Sherriff's Annex
2.A	Lake Shore Tennis Center
2.A	Evergreen House
2.A	Kelsey Park
2.A	Sports Complex
2.B	Public Works Department
2.C	Lake Park Marina

Water Conservation Upgrades shall be installed as specified in **Table 5: Water Conservation Scope of Work**. Retrofit or replacement of domestic plumbing fixtures with EPA WaterSense labeled, high efficiency fixtures resulting in water savings within the facility. See **Appendix 2 FIM 2 - Domestic Water Conservation Line by Line** for specific equipment and material information.

Table 5: Water Conservation Scope of Work

	Toilets	Urinals	Faucet Aerators	Shower Heads
Site/Bldg Name				
Bayberry Sports Complex (Bert Bostrom Park) Public Rest Room Pavilion, Concession Bldg.	4	1	4	0
Kelsey Park – Evergreen House, Public Rest Room Pavilion	4	0	6	0
Lake Shore Park Tennis Center – Public Rest Room Pavilion, Maintenance Bldg.	2	0	5	0
Marina – Public and Member Men's and Women's Rooms, Boat ramp office	10	0	8	4
Public Works - All Locations, all fixtures	6	0	6	5
Sheriff's Annex –All locations/fixtures	3	0	4	2
Town Hall –All locations	18	4	22	0
TOTALS	47	5	55	11

Sinks, Toilets and Urinals Upgrade

- Detailed line by line fixture replacement/refurbishment, as shown in **Appendix 2 FIM 2 - Domestic Water Conservation Line by Line** shall be provided as part of this Scope of Work. The following retrofits shall be made:
 - Fixture replacements/refurbishments included in the scope of work are done so on a “like-for-like” basis in efforts to minimize infrastructure modification.
 - Replacement of existing commercial toilet fixtures with new 1.1/1.6 gpf HET fixtures and piston valves.
 - Replacement of existing tank-type toilets with new tank-type HET fixtures appropriate for the application.
 - Replacement of existing urinal fixtures with new 0.25 gpf HEU fixtures and piston valves.
 - Retrofit of existing faucets with new flow control devices as follows:
 - Commercial lavatories with 0.35 gpm multi-laminar spray
 - Commercial kitchenette or general purpose faucets with 1.0 gpm laminar flow
 - Replacement of existing showerheads with new 1.5 gpm pressure-compensating showerheads.

Exclusions

- Broken toilet flanges above 20% of installations included in this scope of work.
- Broken carriers (for wall mount toilets and urinals).
- Work after 12 AM and prior to 8 AM M-F and weekends.
- Labor and materials to replace branch isolation valves, shutoff valves or repair main water valves that do not close completely or that will not fully reopen.
- Labor and materials to repair previously deteriorated plumbing not otherwise specified in this Scope of Work.
- Repair or replace corroded wall-hung toilet drain pipes unless specified.
- Any and all ADA code compliance requirements, including, but not limited to: bathroom partitions, grab bars, extensions, sink faucet actuators, and piping insulation. JCI shall not take responsibility for any existing or future ADA code compliance requirements.
- Repair of existing faucets and sink basins or leaking parts in existing faucets.
- Repair of pre-existing water damaged floors, walls and ceilings.
- Repair or replacement of pre-existing cracked, loose or missing floor and wall tiles.
- Replacement or modification of existing floor and wall coverings.
- Operation of cold water isolation/riser valves and hot water circulating valves that are required to turn water supply off to toilets, sinks, and urinals that are scheduled for retrofit.
- Repair or replacement of inoperable or leaking cold water riser or isolation valves.
- Fixtures in areas not addressed in the water conservation fixture summary in **Table 5: Water Conservation Scope of Work** and **Appendix 2 FIM 2 - Domestic Water Conservation Line by Line**.

FIM 2.D – Irrigation Meters

JCI shall remove two (2) 5/8" irrigation meters that are no longer connected to the existing irrigation system and downsize four (4) 1.5" irrigation meters to 1" meters as shown in **Table 6: Irrigation Meters Included**.

- JCI shall coordinate with the City for the replacement of the 1.5" meters with 1" meters
 - Town of Lake Park shall provide written request for replacement of meters to Seacoast Water Utility.
 - JCI shall provide labor and material for removal of existing 1.5" meters and installation of new 1.0" meters.
- JCI shall coordinate with the City for the removal of the 5/8" meters.
 - Town of Lake Park shall provide written request for removal of meters to Seacoast Water Utility.

Table 6: Irrigation Meters Included

Account Description	Meter No	Description
10TH ALLEYWAY/GREENBRIAR/JASMI	69738320	1.5" to 1"
10TH ST & 9TH ST ALLEYWAY IRR	69738270	1.5" to 1"
9TH ST & 8TH ST ALLEYWAY IRR	69738273	1.5" to 1"
GREENBRIAR CT MID BLK BTW 10&9	71276239	1.5" to 1"
711 FORESTERIA DR COMMUNITY GARDEN	68469561	Eliminate 5/8"
LAKESHORE DR F/L	67642176	Eliminate 5/8"

Exclusions

- Johnson Controls is not responsible for the timing of the meter replacement request or the issuance of stop service requests.

FIM 4.A – Controls Upgrades – Town Hall

Table 7: Controls Upgrades

FIM	Facility
4.A	Town Hall

FIM 4.A Town Hall

JCI shall remove existing Carrier DDC equipment controls and standalone thermostats and install JCI Direct Digital Controls (DDC), with graphics, for the HVAC equipment included in this scope of work.

Design:

- Replace the existing controls with Direct Digital Controls (DDC) that shall communicate over the Town of Lake Park network.

New Fan Coil Units FC-1, FC-2, FC-3 and FC-4 (Quantity 4)

- Remove existing electrical controls from existing unit and install new JCI DDC controls on new unit as provided in this Scope of Work.
- Install new three-way chilled water valves, with electronic actuators.
- Install the following point list:
 - Minimum outside air damper command/actuator
 - Chilled water valve command
 - Stages of Electric Heat command
 - Supply fan start/stop/status
 - Zone temperature/setpoint/temporary occupancy pushbutton on thermostat
- Implement scheduling, unoccupied temperature setup/setback and optimal start.

New Air Handling Unit AHU-1

- Remove existing controls and install DDC controls.
- Install a new ¾ HP, 208-volt, three-phase variable speed drive and start up with factory trained technician.
- Install a new three-way chilled water valve, with an electronic actuator.
- Install the following point list:
 - Minimum outside air damper command/actuator
 - Chilled water valve command
 - Discharge air temperature
 - Stages of Electric Heat command
 - Supply fan start/stop/status
 - Supply fan speed command
 - Zone temperature/setpoint/temporary occupancy pushbutton on thermostat
- Implement scheduling, unoccupied temperature setup/setback and optimal start.

New VVT Air Handling Units AHU-2, AHU-5 and AHU-6 (Quantity 3)

- Remove existing controls and install DDC controls.
- Install new three-way chilled water valves, with electronic actuators.
- Install the following point list:
 - Bypass air damper command/actuator
 - Chilled water valve command
 - Discharge air static pressure
 - Discharge air temperature
 - Stages of Electric Heat command
 - Minimum outside air damper command/actuator
 - Supply fan start/stop/status
- Implement scheduling, unoccupied temperature setup/setback and optimal start.

Existing VVT Boxes (Quantity 11)

- Remove existing controls and install DDC controls.
- Install the following point list:
 - Damper command/actuator
 - Zone temperature/setpoint/temporary occupancy pushbutton on thermostat

New Air Handling Units AHU-3 and AHU-4 (Quantity 2)

- Remove existing electric controls and install new JCI DDC controls.
- Install new three-way chilled water valves, with electronic actuators.
- Install the following point list:
 - Minimum outside air damper command/actuator
 - Chilled water valve command
 - Discharge air temperature
 - Stages of Electric Heat command
 - Supply fan start/stop/status
 - Zone temperature/setpoint/temporary occupancy pushbutton on thermostat
- Implement scheduling, unoccupied temperature setup/setback and optimal start.

New Air Handling Unit OAU-1

- Remove existing controls and install DDC controls.
- Install a new 1-1/2 HP, 208-volt, three-phase, variable speed drive and start-up with factory trained technician.
- Install a new three-way chilled water valve, with an electronic actuator.
- Install the following point list:
 - Chilled water valve command
 - Discharge air static pressure
 - Discharge air static high limit
 - Discharge air temperature

- Outside air damper command/actuator
- Supply fan start/stop/status
- Supply fan speed command
- Implement scheduling. The unit shall run in occupied mode and shall remain off in unoccupied and optimal start modes.

New Chilled Water System

- Remove existing controls and install DDC controls.
- Extend the communications bus to the new chiller and integrate available points.
- Install the following point list:
 - Chiller enable/status/alarm
 - Outdoor air temperature/humidity
 - Chilled water pump start/stop/status (Quantity 2)
 - Chilled water return temperature
 - Chilled water supply temperature

Training

- JCI shall provide twenty-four (24) hours of on-site, building automation controls training.

FIM 4.A Town Hall - Inclusions and Exclusions

Inclusions

- Existing safety and life safety interlock circuits will remain in-service.
- Network connections furnished by the Town of Lake Park.
- The Town of Lake Park will provide, free of charge, high-speed Internet connections and the required Virtual Private Network (VPN) services to Johnson Controls, for monitoring, tuning, and making system changes to the building automation system.
- Plenum-rated cable will be installed above drop ceilings, in attic spaces and inside walls as needed to connect the specified equipment. Newly installed exposed, plenum-rated cable will be secured neatly at regular intervals, run parallel or at right angles to the building structure, and color-coded and/or labeled. In exposed locations, such as mechanical rooms and electrical rooms, new control cabling will be installed in EMT. Cabling newly installed in outdoor locations, across rooftops and over covered walks will be installed in rigid galvanized conduit and/or Seal-Tite.
- The new thermostats and sensors will be installed in the same location as the existing thermostats and sensors, unless otherwise noted.

Demolition and Removal Work

- Existing controls and devices that are to be replaced will be disconnected and wiring preserved for use with new control system components. If existing wiring and/or control tubing is not suitable for re-use, it will be removed back to the nearest junction box and will be tagged as "Abandoned".

Exclusions

- Repair, replacement or warranty of mechanical or electrical equipment, existing controls or existing mechanical safety devices not specifically identified in this scope of work. At the time of installation, Johnson Controls will identify any nonfunctioning systems that could directly impact the scope of work. The Town of Lake Park will have the option to self-perform the necessary corrective measures or source via third party. Johnson Controls will also provide a quotation to perform this work, upon request.
- Any work associated with fire alarm, life safety, smoke control, fire/smoke dampers, including their wiring and interlocking.
- Resolution of existing code violations. Johnson Controls will not be responsible for identifying code violations. However, if during the course of work, Johnson Controls identifies code violations, such violations will be brought to the attention of the Town of Lake Park. Resolution of code violations will be the responsibility of the Town of Lake Park.

Schedule 1

- New dampers, unless otherwise noted. Existing dampers will be reused.
- Temporary space conditioning unless otherwise identified in Scope of Work.
- Test and balance of existing air and water HVAC systems unless otherwise noted in Scope of Work.
- Third-party Commissioning costs or contractor labor to help support a third-party Commissioning, unless otherwise noted.
- Stamped engineering design or drawings unless otherwise noted.
- Engineering services, studies, and analysis associated with any exclusions or work outside of the scope definition. Resolution of existing HVAC design, service, and/or distribution conditions, known or unknown.
- Any access doors in ceilings, walls or ductwork.
- Resolution of existing design, service, and or distribution conditions known or unknown.
- Providing Ethernet ports for buildings or any infrastructure hardware/software needed to connect the building to the base IT network.
- Ongoing annual fees associated with software licenses and access fees.
- Duct and coil cleaning

FIM 5.A, 5.B, 5.C HVAC Replacement and WIFI Thermostats (Town Hall, Library, Sheriffs Annex, Lake Shore Park, and Evergreen House)

Table 8: HVAC and Controls Upgrades

FIM	Facility
5.A.1	Town Hall
5.A.2	Library
5.A.3	Sherriff's Annex
5.A.4	Lake Shore Tennis Center
5.A.5	Evergreen House
5.B	Public Works Department
5.C	Marina

FIM 5.A.1.1 Town Hall – Chiller Replacement Scope of Work

JCI shall replace one (1) existing old lower-efficiency air-cooled chiller located adjacent to the Parking lot on the North side of the Town Hall Building with one (1) new air-cooled Carrier chiller.

New Chiller equipment and installation:

- Air Cooled Scroll Chiller: Carrier 30RAP 50 ton.
 - Dual refrigeration circuit, multiple compressors
 - (1) flow switch
 - Louvered panels for condenser section
 - BACNet Interface
 - Service isolation valves
 - Vibration isolators
 - 5 year complete unit parts only warranty, one year labor warranty for the entire machine
 - Factory mounted disconnect.
-
- JCI shall provide the following:
 - Labor and reclamation services for the R22D refrigerant being removed from the chiller prior to disconnecting utilities from Chiller.
 - Required rigging equipment and labor associated with the removal of the existing Carrier 50T m# 30GTN050—520KA air cooled chiller.
 - Material and labor associated with the removal of (2) B&G m# 1510-1.5BC 120GPM @ 100'TDH 5Hp 208/3 FMES pumps and accessories including the electrical disconnect, conduit, wire and accessories back to the panel box.
 - Material and labor associated with the installation of new (2) B&G m# 1510-1.5BC 120GPM @ 100'TDH 5Hp 208/3 FMES pumps and accessories including the electrical disconnect, conduit, wire and accessories back to the panel box.
 - Material and labor to extend the existing CHWS&R piping from the existing pump location to the new onboard pump locations. Piping material shall match existing material type and size.
 - Material and labor associated with rigging new chiller from staging yard to housekeeping pad. Install new chiller on spring isolation assembly between chiller and concrete housekeeping pad per manufacturer / engineering requirements.
 - Material and labor associated with connecting CHWS&R from chiller to hydronic mains as required.
 - Material and labor associated with filling hydronic services and purging air prior to chiller start-up.
 - Material and labor associated with the replacement of the existing vertical expansion tank and associated accessories. New tank shall be similar to TACO CBX Series with associated accessories. 11 Gal. Pressure adjusted in filed upon installation. Tank shall be insulated with 3" FoamGlass insulation and metal jacket.
 - Material and labor associated with pre-cleaning all hydronic piping prior to addition of the final hydronic chemical treatment.

- New exterior chilled water piping and domestic make up water to be installed with FOAMGLAS insulation and wrapped with stainless steel jacketing to protect the insulation.
- Material and labor associated with the replacement of the existing chemical shot feeder.
- Material and labor associated with the installation of all CHWS&R piping FOAMGLAS insulation prior to chiller start-up.
- Provide material and labor associated with installation of pipe labels and flow arrows on newly installed pipe.
- Material and labor associated with factory start-up of the new chiller upon completion of the start-up checklist.
- Material and labor associated with the balancing of both onboard chilled water primary pumps.
- Material and labor associated with the installation of new conduit, feeders, and fuses to connect the new chiller to the existing disconnect switch. New disconnect switches, shall be NEMA 4X Stainless Steel. Associated conduit and fittings to be rigid PVC coated. New hanging devices to be HD Galvanized (No Electro-Plating) Acceptable alternative for conduit, fittings, and fasteners is aluminum.
- Material and labor associated with new conduit, panel, and disconnect labeling per NEC requirements, at the time of contract signing.
- Material and labor to disconnect existing controls associated with the chiller and pumps. Once new equipment is installed, JCI shall reconnect / replace as needed temperature controls associated with the chiller and pumps. JCI shall perform a functional check-out of the associated BAS System.
 - JCI shall remove and dispose existing equipment. Owner retains first right to retain equipment

FIM 5.A.1.2 Town Hall - AHU Replacement Scope of Work (Typical 7)

The Work for this FIM includes materials and labor for the following: Remove existing Carrier AHUs located on 1st, 2nd, and Mezzanine levels of Town Hall

New AHU equipment and installation:

- Replace with Carrier 39L AHUs.
 - BACNet compatible
 - Start-up
 - 1yr. parts and labor warranty.
- Provide material and labor associated with the removal of the existing air handling units.
 - Provide material and labor associated with the removal of existing supply, return and outside air ductwork to allow for removal / installation of the AHU.
 - Provide material and labor associated with the removal / installation of the acoustical ceiling grid and tiles to allow for AHU to be replaced. Replace any ceiling grid and tiles damaged during removal, installation of new equipment or reinstallation of grid and tiles to match adjacent. JCI shall secure any electrical devices to allow for this SOW to be performed and then reinstall.
 - Provide material and labor associated with the removal of the existing electrical feeders between the AHUs and the Disconnect Switches.
 - Provide material and labor associated with the temporary removal of SA/ RA duct mounted smoke detectors as required. Protect circuitry for re-installation when new units are installed.
 - Provide material and labor associated with the installation of Carrier AHU's.
 - (7) Seven ducted Air Handling Units locations as follows:
 - AHU-1 Basement Men's Room – Horizontal above ceiling – Existing: Carrier BH Series with VFD
 - AHU-2 2nd FI Offices – Vertical - Existing: Carrier m# 39LD06AA-AL-BPN-A9, 12KW ERHC
 - AHU-3 Ball Rm Mezz – Vertical - Existing: Carrier m# 39LD06AA-AL-BMJ-19, 15KW ERHC
 - AHU-4 Ball Rm Mezz – Vertical - Existing: Carrier m# 39LD06AA-AL-BMJ-19, 15KW ERHC

- AHU-5 Ball Rm Mezz – Vertical - Existing: Carrier m# 39LD06AA-AL-BMJ-19 12KW ERHC
- AHU-6 1st Fl Offices – Vertical - Existing: Carrier m# 39LD06AA-AL-BPN-A9 8KW ERHC
- AHU-7 100% OA Ball Rm Mezz – Horizontal - Existing: Carrier m# 39LA06AA-AT-BNN-E9 with VFD
- Provide material and labor associated with the replacement of the existing duct mounted electric reheat coils (ERHC). Coils shall be installed in the ductwork. JCI shall disconnect / reconnect all power sources associated with these coils.
- Provide material and labor associated with the connecting existing duct mains to new AHU sections per SMACNA standards using flexible canvas connections.
- Provide material and labor associated with the air and water balancing of the air handling units.
- Provide material and labor associated with the installation of 2" foil faced fiberglass board insulation on all OA, RA, and SA, RA, OA ductwork installed as part of this scope. Transition to existing duct insulation as appropriate.
- Provide material and labor associated with the replacement of condensate insulation associated with each unit back to existing insulation where the piping enters the Mechanical Room. Transition to existing insulation per manufacturer recommendations.
- Provide material and labor associated with the replacement of chilled water insulation associated each unit back to solid insulation where the piping enters the Mechanical Room. Transition to existing insulation per manufacturer recommendations.
- Provide material and labor associated with the replacement of the existing condensate trap. Install new condensate trap with overflow switch similar to EZ Trap EZT-230. Install cutout switch in series with the cooling command lead between the thermostat and the control board.
- Provide material and labor associated with the installation of an AquaGuard AG-3175E Primary Pan Sensor w/Time Delay or approved equal to be located in the condensate drain pan. Locate above normal condensate water line and integrate into the temperature control system. Typical of new units mounted above ceiling or within the Mezzanine Area.
- JCI shall provide material and labor associated with the replacement of temperature control valves.
- JCI shall provide material and labor associated with the replacement of duct damper actuators.
- Provide material and labor associated with the installation of new electrical circuit between existing disconnect switch and new AHU. Replace disconnect fuses with new fuses for the unit being served.
- Provide material and labor associated with disconnection of existing control system associated with the AHU being replaced. Once new equipment is installed, JCI shall reconnect / replace as needed temperature controls associated with the AHU. JCI shall perform a functional check-out of the associated BAS System and provide check-out forms.
- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.A.1.3 – Town Hall - FCU Replacement Scope of Work (Typical 4)

The Work for this FIM includes materials and labor for the following: Remove existing (3) Carrier FCUs located on 1st and 2nd floors and (1) Magic-Aire FCU located on 1st floor of Town Hall.

New FCU equipment and installation:

- Replace existing units with Carrier Fan Coil Units as described below. Start-up.
- 1 year parts and labor warranty.
- Provide material and labor associated with the removal of the existing ducted chilled water fan coil units.
- Provide material and labor associated with the removal of existing supply, return and outside air ductwork to allow for removal / installation of the FCU.
- Provide material and labor associated with the removal / installation of the acoustical ceiling grid and tiles to allow for FCU to be replaced. Replace any damaged acoustical ceiling grid and tiles to match adjacent. JCI shall secure any electrical devices to allow for this SOW to be performed and then reinstall.

Schedule 1

- Provide material and labor associated with the removal of the existing electrical feeders between the FCUs and the Disconnect Switches.
- Provide material and labor associated with the temporary removal of SA/ RA duct mounted smoke detectors as required. Protect circuitry for re-installation when new units are installed.
- Provide material and labor associated with the installation of new Carrier FCU's.
 - (4) Four ducted Fan Coil Units locations as follows:
 - FCU-1 Basement Men's Room – Horizontal above ceiling –Existing: Carrier m# 42BHB08BD3R60912CA – 4KW ERHC
 - FCU-2 Basement Women's Room – Horizontal above ceiling –Existing Carrier
 - FCU-3 Stage – Vertical in Closet – Existing: Carrier m# 42DDA10BRDY5AYYY – 6KW ERHC
 - FCU-4 1st Floor Offices – Horizontal above ceiling – Existing: Magic-Aire m# 60-BHX-3-4 with condensate pump – 6KW ERHC
- Provide material and labor associated with the connecting existing duct mains to new FCU sections per SMACNA standards using flexible canvas connections.
- Provide material and labor associated with the air and water balancing of the air handling units to new design criteria.
- Provide material and labor associated with the replacement of condensate insulation associated each unit back to solid insulation. Transition to existing insulation per manufacturer recommendations.
- Provide material and labor associated with the replacement of chilled water insulation associated each unit back to solid insulation. Transition to existing insulation per manufacturer recommendations.
- Provide material and labor associated with the replacement of the condensate pump serving FCU-4 with a Little Giant m#VCMA-15UL 115v or similar equipment.
- Provide material and labor associated with the installation of 2" foil faced fiberglass wrap insulation on all OA, RA, and SA ductwork installed as part of this scope. Transition to existing duct insulation as appropriate.
- Provide material and labor associated with the replacement of the existing condensate trap. Install new condensate trap with overflow switch similar to EZ Trap EZT-230. Wire cutout switch in series with the cooling command lead between the thermostat and the control board.
- Provide material and labor associated with the installation of new electrical circuit between existing disconnect switch and new FCU. Replace disconnect fuses with new fuses sized for the unit being served.
- Provide material and labor associated with disconnecting of existing control system associated with the FCU being replaced. Once new equipment is installed, JCI shall reconnect / replace as needed temperature controls associated with the FCU. JCI shall perform a functional check-out of the associated BAS System and provide check-out forms
- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.A.1.4 – Town Hall - Mini-Split System Scope of Work

The Work for this FIM includes materials and labor for the following: Provide (1) Mitsubishi dual zone heat pump to serve 1st floor Video Room and 2nd floor IT closet.

New DX Split equipment and installation:

- New Unit shall be Mitsubishi or Approved Equal.
- 1 year parts and labor warranty.
- Provide material and labor associated with the installation of a dual evaporator single condensing unit ductless mini split systems. Air Cooled Condensing Unit is located on grade adjacent to the building. Evaporator section is wall mounted.
 - Mitsubishi 24,000BTU 20 SEER Dual Zone Heat Pump System
 - (1) MXZ-3C24NA2 (ACHP)
 - (2) MSZ-GL12NA (Evaporator)
 - 1st Fl Video Room
 - 2nd Fl IT Closet

- Heavy Duty galvanized wall bracket
 - Required line sets with covers painted to match exterior wall color.
- Provide material and labor associated with the installation of Condensing Unit Tie-Down Kits similar to Miami Tech F14CUTD. Secure per manufacturer requirements. Unit to be grade mounted and secured to new concrete housekeeping pad.
- Provide material and labor associated with the installation of the wall mounted evaporator section.
- Provide material and labor associated with pressurizing the refrigerant piping per manufacturer recommendations once the equipment has been installed.
- Provide material and labor associated with the installation of the electrical feeders between the breaker box and condensing unit. 208-230/1 25A
- Provide material and labor associated with the installation of the control circuit between the evaporator unit and condensing unit.
- Provide labor associated with ensuring factory start-up checklist is complete and unit is programmed to operate per manufacturer and JCI requirements.
- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.A.1.5 – Owner Contingency

Owner Contingency Fund. Included in the price of the is an Owner Contingency Fund equal to Twenty-Five Thousand Dollars (\$25,000) (the "Owner Contingency Fund"), which may be utilized for duct insulation / sealant, exterior door replacement / refurbishment, additional services or other unforeseen or contingent Work. To the extent that the duct insulation / sealant or other unforeseen or contingent Work exceeds the Owner Contingency Fund, Customer shall be responsible for the costs associated therewith, and JCI shall be entitled to a Change Order pursuant to this Section 11. If funds remain unused upon project completion they must be used for other items provided by JCI such as: Mechanical Service cost, spare parts, equipment, etc. to allow for the fund to be depleted.

FIM 5.A.2.1 – Library - Split System Scope of Work

The Work for this FIM includes materials and labor for the following: Remove existing (2) WeatherKing split system located in 1st floor Mechanical Room and replace with new equipment.

New DX Split equipment and installation:

- New Unit shall be York LX Series equipment. (15 SEER/5 Ton and 11.5 EER/7.5 ton)
- Start-up.
- 10 year limited parts and compressor warranty. 1 yr. warranty on remaining parts and labor.
- Provide material and labor associated with the replacement of a split systems has described below.
 - ACCU-6 (1st FI Mech Rm)
 - AHU - WeatherKing WBHA-06011SFBAI w/ (7.3/9.8KW EDC) 208-230/1
 - ACCU (air cooled condensing unit) – WeatherKing WAKA-060CAS (5 Ton) (Grade Mounted) 208-230/3
 - ACCU-7 (1st FI Mech Rm)
 - AHU - WeatherKing RHGE-075ZK949 w / (7.5KW EDC 208-240/1) 208-230-460/3
 - ACCU – Trane TTA090A300FA (7.5 Ton) (Grade Mounted) 208-230/3
- Provide material and labor associated with the replacement of the existing condensate trap for each of the 2 above listed units. Install new condensate trap with overflow switch similar to EZ Trap EZT-230. Install cutout switch in series with the cooling command lead between the thermostat and the control board for 2 above listed units.
- Provide material and labor associated with the installation of UV lamp in the supply air ductwork and connecting to power source for each of the 2 above listed units. Lamp to be similar to Honeywell SmartLamp M#UV100E1043 120/1. Provide step down transformer as required for each above listed unit.

- Provide material and labor associated with the installation of Condensing Unit Tie-Down Kits similar to Miami Tech F14CUTD. Secure per manufacturer requirements to existing pads on each of 2 above listed units.
- Provide material and labor associated with the Acid cleaning the existing pre-insulated line set. Replace any damaged insulation once the unit swap-out is complete. Coat all exposed insulation with UV rated paint to protect the insulation, paint shall be similar to K-Flex USA model 374 Protective Coating on each of the above listed units.
- Provide material and labor associated with pressurizing the refrigerant piping per manufacturer recommendations once the equipment has been replaced.
- Provide material and labor associated with the removal / disconnect of the existing electrical feeders between the disconnect switch and condensing unit and reconnection to new.
- Provide material and labor associated with the removal / disconnect of the existing control circuit between the evaporator unit and condensing unit and reconnect to new.
- Provide labor associated with ensuring factory start-up checklist is complete and unit is programmed to operate per manufacturer and Owner requirements.
- Provide material and labor associated with the replacement of the plywood return air plenum (approx. 24x24x96) with insulated reinforced sheet metal plenum between Mechanical Room and wall penetration.
- Provide material and labor associated with the removal/installation of the existing RA duct mounted smoke detector while the RA Plenum is being replaced.
- Provide material and labor associated with installing an OA damper over the existing OA Louver between RA Plenum and OA Louver. Damper to be controlled open only during occupied hours.
- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.A.2.2 – Library - RTU Scope of Work

The Work for this FIM includes materials and labor for the following: Remove existing (1) Trane unit located on the roof of the computer room and replacing with new equipment.

New RTU equipment and installation:

- New Unit shall be York LX Series equipment. 14 SEER.
- 1 year parts and labor warranty.
- Provide material and labor associated with the replacement of a split systems has described below.
 - RTU-1 (Comp Rm)
 - Trane TC018F1005A w/ (7.3/9.8KW EDC) 208-230/1
- Provide material and labor associated with the replacement of the existing condensate trap. Install new condensate trap with overflow switch similar to EZ Trap EZT-230. Wire cutout switch in series with the cooling command lead between the thermostat and the control board.
- Provide material and labor associated with the installation of UV lamp in the supply air ductwork and connecting to power source. Lamp to be similar to Honeywell SmartLamp M#UV100E1043 120/1. Provide step down transformer as required.
- Provide labor for rigging and crane lift for removal of existing equipment and placement of new equipment on roof.
- Provide material and labor associated with the installation of a new insulated adapter curb between the existing RTU curb and new RTU. Seal water tight and secure to roof structure per code requirements.
- Provide material and labor associated with replacing roof flashing between roof surface and new RTU curb adapter.
- Provide material and labor associated with the removal / disconnect of the existing electrical feeders between the disconnect switch and RTU. Provide material and labor for reconnection. Provide weather rated junction box between conduit/whip transition and new NEMA4X stainless steel disconnect.
- Provide material and labor associated with the removal / disconnect of the existing control circuit between the thermostat and RTU and reconnection to new RTU.
- Provide labor associated with ensuring factory start-up checklist is complete and unit is programmed to operate per manufacturer and Owner requirements.

- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.A.2.3 Library (WIFI Thermostats)

The Work for this FIM includes materials and labor for the following: Provide and install new programmable wireless thermostats for air conditioning units as described below

Table 9: WIFI Thermostat Locations

FIM	SITE	Air Conditioning Units
5.A.2.3	Library	Comp Room
5.A.2.3	Library	Child Read 1
5.A.2.3	Library	Child Read 2
5.A.2.3	Library	Main
5.A.2.3	Library	North area
5.A.2.3	Library	Schuyler Room

- Provide material and labor associated with the replacement of the existing thermostat with new programmable wireless thermostat.
- Thermostat to be Johnson Controls T9180.
- Customer to provide password access to local wireless network.

FIM 5.A.3 – Sheriff’s Annex - Split System Scope of Work

The Work for this FIM includes materials and labor for the following: Remove existing (2) split systems serving Kitchen Area and Dispatch Area.

New DX Split equipment and installation:

- New Unit shall be York LX Series equipment 15 SEER.
- 10 year limited parts and compressor warranty. 1 yr. labor warranty.
- Provide material and labor associated with the replacement of a split systems as described below.
 - ACCU-2 North Unit (Mech Rm near Kitchen)
 - AHU - Existing: Rheem RBHP-25J11SHE (w/ 10KW ERC HeatPack) 208-230/1
 - ACCU – Existing: Rheem 13AJA60A01757 (5 Ton) 208-230/1
 - ACCU-3 Dispatch Unit
 - AHU – Existing: RUDD 024 (w/ ERC 5KW HeatPack) 208-230/1
 - ACCU – Existing: RUUD UAND-024AJZ (2 Ton) 208-230/1
- Provide material and labor associated with the replacement of the existing condensate trap. Install new condensate trap with overflow switch similar to EZ Trap EZT-230 for each of the 2 above listed units. Install cutout switch in series with the cooling command lead between the thermostat and the control board for each of 2 above listed units.
- Provide material and labor associated with the installation of UV lamp in the supply air ductwork and connecting to power source. Lamp to be similar to Honeywell SmartLamp M#UV100E1043 120/1. Provide step down transformer as required for each of the 2 above listed units.
- Provide material and labor associated with the installation of Condensing Unit Tie-Down Kits similar to Miami Tech F14CUTD. Secure per manufacturer requirements to existing pad for each of the 2 above listed units.
- Provide material and labor associated with the Acid cleaning the existing pre-insulated line set. Replace any damaged insulation once the unit swap-out is complete. Coat all exposed insulation with UV rated paint to protect the insulation, paint shall be similar to K-Flex USA model 374 Protective Coating on each of the above listed units.
- Provide material and labor associated with pressurizing the refrigerant piping per manufacturer recommendations once the equipment has been replaced.

- Provide material and labor associated with the removal / disconnect of the existing electrical feeders and installation of new feeders between the disconnect switch and condensing unit.
- Provide material and labor associated with the removal / disconnect of the existing control circuit and installation of new control circuit between the evaporator unit and condensing unit.
- Provide labor associated with ensuring factory start-up checklist is complete and unit is programmed to operate per manufacturer and Owner requirements.
- Provide material and labor associated with the replacement of the existing thermostat with new programmable thermostat.
- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.A.4 – Lake Shore Park - Split System Scope of Work

The Work for this FIM includes materials and labor for the following: Remove existing (1) Carrier split system located on 1st floor/grade mounted outdoor unit and replace.

New DX Split equipment and installation:

- New Unit shall be York LX Series 15 SEER.
- 10 year limited parts and compressor warranty, 1 yr. labor warranty.
- Provide material and labor associated with the replacement of a split systems has described below.
 - ACCU-1 (1st FI Closet)
 - AHU - Carrier FK4CNB006 (w/ 9.2KW ERC HeatPack) 208-230/1
 - ACCU – Trane 2TTR1060A10000AA (5 Ton) (Grade Mounted) 208-230/1
- Provide material and labor associated with the replacement of the existing condensate trap. Install new condensate trap with overflow switch similar to EZ Trap EZT-230. Install cutout switch in series with the cooling command lead between the thermostat and the control board.
- Provide material and labor associated with the installation of UV lamp in the supply air ductwork and connecting to power source. Lamp to be similar to Honeywell SmartLamp M#UV100E1043 120/1. Provide step down transformer as required.
- Provide material and labor associated with the installation of Condensing Unit Tie-Down Kits similar to Miami Tech F14CUTD. Secure per manufacturer requirements.
- Provide material and labor associated with the Acid cleaning the existing pre-insulated line set. Replace any damaged insulation once the unit swap-out is complete. Coat all exposed insulation with UV rated paint to protect the insulation, paint shall be similar to K-Flex USA model 374 Protective Coating on each of the above listed units.
- Seal between PVC conduit and pre-insulated lineset with appropriate sealant to prevent water and rodents.
- Provide material and labor associated with pressurizing the refrigerant piping per manufacturer recommendations once the equipment has been replaced.
- Provide material and labor associated with the removal / disconnect of the existing electrical feeders between the disconnect switch and condensing unit and reconnect to new feeders.
- Provide material and labor associated with the removal / disconnect of the existing control circuit between the evaporator unit and condensing unit and reconnect to new control circuit.
- Provide material and labor associated with the replacement of the existing grille mounted return air filter. New filter to be similar to FARR30/30 1" deep Merv8. Clean return air grille prior to replacing filter.
- Provide labor associated with ensuring factory start-up checklist is complete and unit is programmed to operate per manufacturer requirements.
- Provide material and labor associated with the replacement of the existing thermostat with new programmable thermostat.
- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.A.5 – Evergreen House - Split System Scope of Work

The Work for this FIM includes materials and labor for the following: Remove existing (1) Trane split system located in fenced area on south side of building.

New DX Split equipment and installation:

- New Unit shall be York equipment 15 SEER.
- 10 year limited parts and compressor warranty. 1 yr. labor warranty.
- Provide material and labor associated with the replacement of a split systems has described below. New units to be similar to York LX Series (ACCU's and AHU's)
 - ACCU-1
 - AHU - Existing: Trane TWE042C14F81 (w/ 7.2/9.6KW ERC HeatPack) 208-230/1
 - ACCU – Existing: Trane TTN042C100AZ (3.5 Ton) 208-230/1
- Provide material and labor associated with the replacement of the existing condensate trap. Install new condensate trap with overflow switch similar to EZ Trap EZT-230. Install cutout switch in series with the cooling command lead between the thermostat and the control board.
- Provide material and labor associated with the installation of UV lamp in the supply air ductwork and connecting to power source. Lamp to be similar to Honeywell SmartLamp M#UV100E1043 120/1. Provide step down transformer as required.
- Provide material and labor associated with the installation of Condensing Unit Tie-Down Kits similar to Miami Tech F14CUTD. Secure per manufacturer requirements.
 - Provide material and labor associated with the Acid cleaning the existing pre-insulated line set. Replace any damaged insulation once the unit swap-out is complete. Coat all exposed insulation with UV rated paint to protect the insulation, paint shall be similar to K-Flex USA model 374 Protective Coating on each of the above listed units.
- Provide material and labor associated with pressurizing the refrigerant system per manufacturer recommendations once the equipment has been replaced.
- Provide material and labor associated with the removal / disconnect of the existing electrical feeders between the disconnect switch and condensing unit and reconnect to new feeders.
- Provide material and labor associated with the removal / disconnect of the existing control circuit between the evaporator unit and condensing unit and reconnect to new control circuit.
- Provide labor associated with ensuring factory start-up checklist is complete and unit is programmed to operate per manufacturer and Owner requirements.
- Provide material and labor associated with the replacement of the existing thermostat with new programmable thermostat.
- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.B.1 – Public Works - Split System Scope of Work

The Work for this FIM includes materials and labor for the following: Remove existing (3) assorted mixed manufacturer equipment heat packs located on 2nd floor/rooftop (1) and 1st floor/grade mounted (2) and replace with new equipment.

New DX Split equipment and installation:

- (ACCU-1&4) New Unit shall be York LX Series equipment 17 SEER.
 - 10 year limited parts and compressor warranty. 1 yr. labor warranty.
- ACCU-3 shall be Mitsubishi or Approved Equal
- 1 year parts and labor warranty.

- Provide material and labor associated with the replacement of a split systems has described below.
 - ACCU-1 (2nd FI Closet)
 - AHU - Rheem RBEA-17J10NUDA1 (w/ 7.2/9.6KW ERC HeatPack) 208-230/1
 - ACCU – Rudd RAMC-030JAZ (2.5 Ton) (Roof Mounted) 208-230/1
 - ACCU-3 (Closet Near Director Office)
 - AHU - Goodman A18-05C (w/ 5KW ERC HeatPack) 208-230/1
 - ACCU – Trane TTN042C100AZ (1.5 Ton) (Grade Mounted) 208-230/1
 - ACCU-4
 - AHU - Trane TWE024C14F81(Verify) (w/ ERC 5KW HeatPack) 208-230/1
 - ACCU – Rudd UAMC-024JAZ (2 Ton) (Grade Mounted) 208-230/1
- ACCU-3
 - Provide material and labor associated with the installation of a dual evaporator single condensing unit ductless mini split systems. Air Cooled Condensing Unit is located on grade adjacent to the building. Evaporator section is wall mounted.
 - Mitsubishi 24,000BTU 20 SEER Dual Zone Heat Pump System
 - (1) MXZ-3C24NA2 (AHP)
 - (2) MSZ-GL12NA (Evaporator)
 - 1st FI Office
 - 1st FI Office
 - Heavy Duty galvanized wall bracket
 - Required line set covers painted to match exterior wall color.
 - (Typical of 3 change-outs)
 - Provide material and labor associated with the installation of Condensing Unit Tie-Down Kits similar to Miami Tech F14CUTD. Secure per manufacturer requirements. Unit to be grade mounted and secured to new concrete housekeeping pad.
 - Provide material and labor associated with the installation of the wall mounted evaporator section.
 - Provide material and labor associated with pressurizing the refrigerant piping per manufacturer recommendations once the equipment has been installed.
 - Provide material and labor associated with the installation of the electrical feeders between the breaker box and condensing unit. 208-230/1 25A
 - Provide material and labor associated with the installation of the control circuit between the evaporator unit and condensing unit.
 - Provide material and labor associated with the replacement of the existing condensate trap for each of the 3 above listed units. Install new condensate trap with overflow switch similar to EZ Trap EZT-230. Install cutout switch in series with the cooling command lead between the thermostat and the control board for each of the 3 above listed units.
 - Provide material and labor associated with the installation of UV lamp in the supply air ductwork and connecting to power source for each of the 3 above listed units. Lamp to be similar to Honeywell SmartLamp M#UV100E1043 120/1. Provide step down transformer as required for each of the 3 above listed units.
 - Provide material and labor associated with the replacement of the existing 2x4s between the existing roof rails and steel platform with new 2"x6" galvanized "C-Channel" secured to the roof rails and steel stand with appropriate stainless steel fasteners.
 - Provide material and labor associated with the installation of Condensing Unit Tie-Down Kits similar to Miami Tech F14CUTD. Secure per manufacturer requirements to the existing pad for each of the 3 above listed units.
 - Provide material and labor associated with the Acid cleaning the existing pre-insulated line set. Replace any damaged insulation once the unit swap-out is complete. Coat all exposed insulation with UV rated paint to protect the insulation, paint shall be similar to K-Flex USA model 374 Protective Coating on each of the above listed units.
 - Provide material and labor associated with pressurizing /filling the refrigerant piping per manufacturer recommendations once the equipment has been replaced.
 - Provide material and labor associated with the removal / disconnect of the existing electrical feeders between the disconnect switch and condensing unit and reconnect to new feeders.
 - Provide material and labor associated with the removal / disconnect of the existing control circuit between the evaporator unit and condensing unit and reconnect to new control circuit.

- Provide labor associated with ensuring factory start-up checklist is complete and unit is programmed to operate per manufacturer and Owner requirements.
- JCI shall remove and dispose existing equipment. Owner retains right to keep equipment

FIM 5.B.2 and 5.C – WIFI Thermostat Scope of Work (Public Works and Marina)

The Work for this FIM includes materials and labor for the following: Provide and install new programmable wireless thermostats for air conditioning units as described below

Table 10: WIFI Thermostat Locations

FIM	SITE	Air Conditioning Units
5.B.2	Public Works	Split Main 1 - 1st Floor
5.B.2	Public Works	Split Main 2 - 2nd Floor
5.B.2	Public Works	Split Parts Building
5.C	Marina	Split Main Office
5.C	Marina	Split 2nd Floor Office
5.C	Marina	Split 2nd Floor Party Room
5.C	Marina	Split Rest Room and Laundry

- Provide material and labor associated with the replacement of the existing thermostat with new programmable wireless thermostat.
- Thermostat to be Johnson Controls T9180
- Customer to provide password access to local wireless network.

FIM 5.A, 5.B, and 5.C Exclusions

- Repair or replacement of defective mechanical, electrical and controls equipment and electrical distribution system, except the equipment described in the Scope of Work. If JCI identifies defective equipment which impacts the Scope of Work, Customer will have the option to self-perform the necessary corrective measures or source via third party. Johnson Controls will also provide a quotation to perform this work, upon request.
- Repairs/replacement of piping found to be corroded or rusted and unacceptable for installation of components or fittings required for installation other than what is specified in the Scope of Work.
- Resolution of existing code violations. Johnson Controls will bring such violations to the attention of Town of Lake Park as observed, it will be the responsibility of Town of Lake Park to address the identified violations.
- Repair or upgrades required to bring adjacent electrical and mechanical systems up to code other than as noted in this scope of work.
- Starters, HOA switches, or Disconnect Switches unless otherwise specified within this Scope of Work.
- Any work, testing, or commissioning associated with fire, life safety, smoke control, fire/smoke dampers, including their wiring and interlocking other than identified in the Scope of Work.
- Stamped engineering design or drawings, unless specifically called out in the individual Scope of Work
- Existing building ventilation and indoor air quality issues are excluded.
- Resolution of existing code violations and Federal Americans with Disabilities Act (ADA) violations. If during the project installation Johnson Controls identifies ADA code requirements or violations, such requirements or violations will be brought to the attention of the Town of Lake Park as observed. It will be the responsibility of the Town of Lake Park to address the identified violations.
- Engineering services, studies and analysis associated with any exclusions or work outside of the scope definition.
- Unknown permits, fees or processes required by local or oversight jurisdiction and/or utilities.

Schedule 1

- Overtime work caused by unforeseen circumstances beyond the control of Johnson Controls, including but not limited to scheduling changes by the Town of Lake Park. The cost difference between the overtime work wages and normal time work wages will be calculated as [(overtime rate – normal rate) x hours]).
- Resolution of existing design, service, and or distribution conditions known or unknown.
- Any building system design issues not related to the FIM Scope of Work is the responsibility of the Customer unless noted otherwise in the FIM Scope of Work.
- Disabling or disconnecting active devices from an existing fire alarm system, furnishing intelligent fire devices, fire system testing or programming.
- Any access doors in ceilings, walls or ductwork other than those specified in this Scope of Work
- The fire alarm smoke detectors and fire/smoke damper system(s) hardware shall be connected to the existing fire alarm panels, any required upgrades to the existing panels shall be the Customer's responsibility.
- Duct or coil cleaning unless specifically included in Scope of Work
- Any controllers required for additional future capacity
- JCI to provide material and labor associated with temporary spot cooling during the Chiller, AHU, FCU, RTUs and DX replacement Scope of Work only. Any other temporary cooling is excluded..
- JCI shall provide allowance for (2) portable spot coolers to assist in temporary cooling..

ASSURED PERFORMANCE GUARANTEE

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of \$1,650,066 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of \$558,178 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of \$2,208,244 as set forth in the Total Project Benefits table below.

Total Project Benefits

Year	Utility Cost Avoidance ¹	Non-Measured Utility Cost Avoidance ²	Operations & Maintenance Cost Avoidance ³	Capital Contribution ⁴	Annual Project Benefits
1	\$23,839	\$8,713	\$5,439	\$73,500	\$111,491
2	\$24,554	\$8,974	\$5,603	\$73,500	\$112,631
3	\$25,291	\$9,243	\$5,771	\$73,500	\$113,805
4	\$26,050	\$9,521	\$5,944	\$73,500	\$115,014
5	\$26,831	\$9,806	\$6,122	\$73,500	\$116,259
6	\$27,636	\$10,100	\$6,306	\$73,500	\$117,542
7	\$28,465	\$10,403	\$6,495	\$73,500	\$118,863
8	\$29,319	\$10,716	\$6,690	\$73,500	\$120,224
9	\$30,199	\$11,037	\$6,890	\$73,500	\$121,626
10	\$31,105	\$11,368	\$7,097	\$73,500	\$123,070
11	\$32,038	\$11,709	\$7,310	\$73,500	\$124,557
12	\$32,999	\$12,060	\$7,529	\$73,500	\$126,089
13	\$33,989	\$12,422	\$7,755	\$73,500	\$127,666
14	\$35,008	\$12,795	\$7,988	\$73,500	\$129,291
15	\$36,059	\$13,179	\$8,228	\$73,500	\$130,965
16	\$37,140	\$13,574	\$8,474	\$73,500	\$132,689
17	\$38,255	\$13,981	\$6,611	\$73,500	\$132,347
18	\$39,402	\$14,401	\$6,810	\$73,500	\$134,113
Total	\$558,178	\$204,003	\$123,063	\$1,323,000	\$2,208,244

1) Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.

2) Non-Measured Utility Cost Avoidance is a Non-Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of 3%.

3) Operations & Maintenance Cost Avoidance are Non-Measured Project Benefits. Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of 3% for Operations & Maintenance Cost Avoidance.

4) The Customer agrees to provide a Capital Contribution, from annual budget, of \$73,500. This capital contribution offsets the future cost of HVAC equipment replacement over 18 years.

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

C. Project Benefits Shortfalls or Surpluses.

- (i) ***Project Benefits Shortfalls.*** If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where

permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.*

- (ii) Project Benefits Surpluses. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.*
- (iii) Additional Improvements. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

II. NON-MEASURED PROJECT BENEFITS

Operating and Maintenance Cost Avoidance Summary

Non-Measured Operational and Maintenance Benefits	FIM	Year 1 Benefits	Escalation
Lighting Material Savings	1.A, 1.B, 1.C	\$1,175	3%
Domestic Plumbing O&M Savings - Facilities	2.A, 2.C	\$144	3%
HVAC - Facilities	5.A	\$4,120	3%
Total Non-Measured Operational Benefits		\$5,439	

Non-Measured Utility Benefits	FIM	Year 1 Benefits	Escalation
Chiller and AHU Replacement – Town Hall DX RTU/Split Replacements, WiFi Thermostats - Library, Sherriff's Annex, Kelsey Park(Evergreen House)	5.A	\$5,477	3%
DX RTU/Split Replacements, WiFi Thermostats –Public Works	5.B	\$2,681	3%
Wi-Fi Thermostats – Marina	5.C	\$555	3%
Total Non-Measured Utility Benefits		\$8,713	

Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

Schedule 2

Capital Cost Avoidance	FIM	Year 1 Benefits	Escalation
Total Project Capital Avoidance	ALL	\$73,500	0%
Total Non-Measured Capital Avoidance		\$73,500	

The Customer has reviewed annual operating budgets and agreed to provide this level of funding annually towards this project from reductions in said budget. These budget cost reductions will be \$73,500 annually.

These Non-Measured Benefits shall remain fixed and apply for Years 1-18 of the contract term.

Non-Measured Operational and Maintenance Benefits

Lighting Material Savings (FIM 1.A, 1.B & 1.C)

Customer shall see a reduction in the cost of lighting materials as a direct result of the implementation of FIM 1. O&M cost avoidance for lighting materials derive from the installation of new lighting equipment which include cost avoidance from reduced expenses for lamps and ballasts realized as a result of the replacement of existing fluorescent lamps with LED lamps and the elimination of existing ballast materials. LED lamps have longer rated lives with warranties as indicated in the warranty submittal.

Material savings were calculated by the following equations:

Material Savings (Project Term)

Lamp Unit Cost per Hour = Average Lamp Cost ÷ Average Lamp Life.

Ballast Unit Cost per Hour = Average Ballast Cost ÷ Average Ballast Life.

Existing Annual Lamp Material Cost = Existing Burn Hours × Quantity of Lamps × Lamp Unit Cost per Hour.

Existing Annual Ballast Material Cost = Existing Burn Hours × Quantity of Ballasts × Ballast Unit Cost per Hour.

Proposed Annual Lamp Material Cost = Existing Burn Hours × Quantity of Lamps × Lamp Unit Cost per Hour.

Proposed Annual Ballast Material Cost = Existing Burn Hours × Quantity of Ballasts × Ballast Unit Cost per Hour.

Proposed Annual Material Cost = Proposed Burn Hours × ((Quantity of Lamps × Lamp Unit Cost per Hour) + (Quantity of Ballasts × Ballast Unit Cost per Hour)).

Annualized Project Term Material Savings = ((Project Term × (Existing Annual Lamp Material Cost + Existing Annual Ballast Material Cost)) - ((Project Term - Proposed Lamp Warranty Period) × Proposed Annual Lamp Material Cost) + ((Project Term - Proposed Ballast Warranty Period) × Proposed Annual Ballast Material Cost)) ÷ Project Term.

FIM	Facility(s)	Area	FIM Title	Annual Lighting Material Savings (\$)
1.A	Town Hall, Library, Sheriff's Annex, Kelsey Park, Lake Shore Park, Bayberry Sports Complex	Lighting	LED Lighting Retrofit-Tubes	\$875
1.B	Public Works	Lighting	LED Lighting Retrofit-Tubes	\$136
1.C	Marina	Lighting	LED Lighting Retrofit-Tubes	\$164
Total Lighting Material Savings (\$)				\$1,175

These Non-Measured Annual lighting material savings escalate 3% and apply to Years 1-18 of the contract term.

FIM 2 Domestic Plumbing O&M Savings

The customer shall see a reduction in the cost of repair materials as a direct result of the implementation of FIM 2.A, 2.B and 2.C. This O&M cost avoidance derives from a reduction of repair materials for the FIM 2.A and 2.C fixtures that are listed for replacement or upgrade. The new fixtures will have warranties as indicated in the warranty submittal.

Material savings are summarized by site in the following table:

FIM	Facility(s)	Area	FIM Title	Annual Domestic Plumbing O&M Savings (\$)
2A	Town Hall/Library, Kelsey Park, Lake Shore Park, Bayberry Sports Complex	Domestic Water	Domestic Water Conservation	\$103
2E	Marina	Domestic Water	Domestic Water Conservation	\$41
Total Domestic Plumbing O&M Savings				\$144

These Non-Measured Annual lighting material savings escalate 3% and apply to Years 1-18 of the contract term.

These savings are determined based on the following:

Total # of toilet valve replacements	21
Annual savings per replacement	\$5.00
Total # of flapper style replacements	0
Annual savings per replacement	\$2.00
Total Toilet O&M Savings	\$105.00
Total # of urinal valve replacements	7
Annual savings per replacement	\$5.00
Total Urinal O&M Savings	\$35.00
Total Domestic Plumbing O&M Savings	\$140.00
With 3% escalation	\$144.00

HVAC O&M Savings

The customer shall see a reduction in the cost of HVAC service agreements and O&M budget line item expenditures as a direct result of the implementation of FIM 4.A, 5.A, 5.B, and 5.C. This O&M cost avoidance derives from a reduction of repair materials and services included with the Town of Lake Park's current HVAC service provider, Altman HVAC per "Town of Lake Park Adopted Budget, All Funds, Fiscal Year 2018 -2019" line items 408-34000 Contractual Services and 408-46000 Repairs & Maintenance.

Subcontract savings are summarized in the following table:

Facility(s)	Area	FIM Title	Annual Domestic Plumbing O&M Savings (\$)
All Sites	HVAC	HVAC FIMs	\$4,120

These Non-Measured Annual lighting material savings escalate 3% and apply to Years 1-18 of the contract term.

HVAC Capital Cost Avoidance

The customer shall see a reduction in the cost of HVAC equipment costs as a direct result of the implementation of FIM 4.A, 5.A, 5.B, and 5.C. The Customer agrees to provide this amount of funding annually from existing budgets. This capital cost avoidance offsets the future cost of HVAC equipment replacement over 18 years. Capital equipment shall be defined as all components required to replace the complete system, including Chillers, pumps, AHUs, FCUs, DX Split Systems, all piping, valves and automation controls.

Capital Cost Avoidance is summarized in the following table:

Facility(s)	Area	FIM Title	Annual Domestic Plumbing O&M Savings (\$)
All Sites	HVAC	HVAC FIMs	\$73,500

Annual savings escalated by 0% at beginning of Year 1.

Non-Measured Utility Benefits

The Project Benefits identified below were derived using engineering calculations based on industry standards and data provided by the Customer. These Project Benefits shall be Non-Measured Project Benefits (as defined above) under this Schedule 2.

FIM 5.A.1 Chiller Replacement and AHU Replacement - Town Hall

The Customer shall see a reduction in the cost of HVAC system utility usage as a direct result of the implementation of FIM 5.A.1

Equations for Calculating Savings

Energy savings for this ECM were estimated using eQUEST whole building energy simulation software. This software program was developed by the U.S. Department of Energy for investment grade evaluation of energy use and energy savings measures for buildings and is a commonly used tool in the industry. The tool uses local weather data to perform an hourly simulation of facility energy use from the defined building geometry and building materials, defined HVAC systems, lighting and other miscellaneous equipment, and also defined occupancy and operating schedules.

Data collected for baseline and parametric runs includes on-site audit observations, equipment nameplate data, building mechanical drawings and schedules, and analysis of the existing temperature and operating schedules. Parametric runs were performed to simulate the post-retrofit condition for this ECM and estimate energy savings.

The savings for this FIM are derived from the use of a more efficient air cooled chiller versus the current existing equipment.

Key Estimated Parameter	Measurement Frequency	Justification, Source and Description
Baseline Ton Hrs Delivered	Modeled	The existing HVAC Systems were assessed during the months of December 2018 and January 2019. Based on IGA development efforts, interviews and engineering analysis, the annual chilled water load is modeled as 131,483 ton-hr.

Key Estimated Parameter	Measurement Frequency	Justification, Source and Description
		It is agreed that the minimum annual chilled water usage will never be less than this simulated value of 131,483 ton-hrs.
Post-installation Chillers' Efficiency	One-time, Refer to the table below	The post-installation efficiency of the Chiller will be verified one time as part of the Commissioning documentation. Proposed chiller performance level is shown in table below.

Estimated Parameters	Pre-retrofit Assumed Value	Justification, Source and Description
Pre-installation Chiller Efficiency (EER)	8.77	The pre-installation efficiency of the chiller is based on manufacturer's specifications and annual system condition efficiency degradation of 1.0% for 10 years.

The following tables show the post installation performance for corresponding major HVAC component associated with this FIM:

HVAC component	Description / Unit Size	Proposed/Modeled New Efficiency Level (EER)
Air Cooled Chiller	Carrier 30 RAP 50 Ton	10.37

The expected savings for this FIM are as follows, at the rates and escalations as noted in Schedule 2, Section IV.

FIM ID	Non- Measured		
	Electric Consumption	Annual Electric Demand	Water
FIM 5.A.1	22,340 kWh	47.5 kW	-

Refer to Appendix 3 : Town Hall eQuest Summary (electronic attachment) for the detailed eQuest input and output tables and expected savings calculations for this FIM.

FIM 5.A.2, 5.A.3, 5.A.4, 5.A.5, 5.B - DX RTU/Split Replacements – Library, Sheriff's Annex, Public Works, Kelsey Park

Equations for Calculating Savings

Energy savings for this ECM were estimated using Microsoft Excel spreadsheet. Baseline and proposed conditions were calculated to estimate energy savings.

The tool uses specific site area, tonnage, mechanical equipment condition, and operating hours to perform an annual simulation of the air conditioning energy use. The calculation, defines peak demand kW, cooling and heating kWh along with estimated existing and proposed efficiency conditions.

Data collected for baseline and proposed conditions includes on-site audit observations, equipment nameplate data, building mechanical drawings and/or schedules, and analysis of the existing temperature and operating schedules.

Key Estimated Parameter	Estimation Frequency	Justification, Source and Description
Pre-retrofit cooling and heating system efficiency	One-Time	The existing cooling and heating efficiencies of the existing HVAC systems are agreed to be at the EERs as shown in the calculations in the Appendix and below. These values are based on interviews with facility personnel, nameplate product data, observed equipment age and condition, and engineering judgement and are agreed to by the Customer for the term of the Contract.
Post-retrofit cooling and heating system efficiency	One-Time	The post-retrofit cooling and heating efficiencies are based on published manufacturer's efficiency data. The heating and cooling efficiencies will be verified by comparing equipment submittal efficiency data to the data used in the calculations. The calculation model will be updated one time only if the manufacturer's rated efficiency of the installed equipment differs from the values detailed in the calculation in the Appendix and in the tables below.
Estimated Parameters	Assumed Value	Justification, Source and Description
Full Load Hours (FLH)	See Table Below	Full Load Hours are the same for Pre and Post Retrofit conditions. FLH are based on observed conditions and run time operational data.
Cooling Diversity Factor	See Table Below	The diversity factor accounts for loads being less than the installed capacity on an annual basis. The diversity factor is based on engineering judgment and is used to ensure baseline energy is not greater than utility bills.
Heat Diversity Factor	See Table Below	The diversity factor accounts for loads being less than the installed capacity on an annual basis. The diversity factor is based on engineering judgment and is used to ensure baseline energy is not greater than utility bills.
Cooling Demand Diversity Factor	See Table Below	The cooling demand diversity factor accounts for loads being less than the installed capacity at peak load conditions.
Cooling Setup Factor	See Table Below	Setup Factor accounts for increased consumption when a unit is first activated after a setback. This is a typical value for areas with setback control.
Heating Setback Factor	See Table Below	Setup Factor accounts for increased consumption when a unit is first activated after a setback. This is a typical value for areas with setback control.

Existing Equipment Data

Site	Area Served	Manuf. Year	Age	Type	Cooling Tons	Rating Type SEER or EER	Original SEER or EER	Calc EER	Heat Type	Heat Cap
Sheriffs Annex	North End of Bldg	2011	8	SS	5.0	SEER	13.00	11.18	EH	10
Sheriffs Annex	Dispatch Front Room	2007	12	SS	2.0	SEER	12.40	10.81	EH	5
Evergreen House	Evergreen House	1997	22	PU	3.5	SEER	10	9.20	EH	10
Public Works	Main Building 1st Floor	2004	15	SS	2.5	SEER	12	10.56	EH	10
Public Works	Director Office	1992	27	SS	1.5	SEER	10	9.20	EH	5
Public Works	Office with Shower	2005	14	SS	2.0	SEER	13	11.18	EH	5
Library	Comp Room	1996	23	PU	1.5	SEER	10	9.20	EH	3
Library	Rest Room	2000	19	SS	5.0	SEER	12	10.56	EH	8
Library	Schuyler Room	2006	13	SS	7.5	EER	10	10.00	EH	10
Lake Shore Park	Bldg 701B	2005	14	SS	5.0	SEER	10	9.20	EH	9

Site Operating Conditions

Site	Area Served	Cooling EFLH	Heating EFLH	Cooling Setback Factor	Heating Setback Factor
Sheriffs Annex	North End of Bldg	3727	184	1.00	1.00
Sheriffs Annex	Dispatch Front Room	3727	184	1.00	1.00
Evergreen House	Evergreen House	3727	184	1.00	1.00
Public Works	Main Building 1st Floor	3727	184	1.00	1.00
Public Works	Director Office	3727	184	1.00	1.00
Public Works	Office with Shower	3727	184	1.00	1.00
Library	Comp Room	3727	184	1.00	1.00
Library	Rest Room	3727	184	1.00	1.00
Library	Schuyler Room	3727	184	1.00	1.00
Lake Shore Park	Bldg 701B	2532	84	1.00	1.00

Site HVAC Factors

Site	Tons	Cooling Consumption Diversity Factor	Cooling and Heating Demand Diversity Factor	Electric Heat and HP Diversity Factor
Sheriffs Annex	24.1	0.50	0.50	0.30
Evergreen House	3.5	0.20	0.20	0.30
Public Works	8.5	0.80	0.65	0.30
Library	32.0	0.35	0.50	0.30
Marina	12.0	0.80	0.75	0.30
Lake Shore Park	7.0	0.20	0.20	0.30

Pre Retrofit Operation

FIM	Site	Area Served	Condition	Cooling EER	Unitary Heating Eff ³	Demand kW	Cooling kWh	Heating kWh	Total kWh
5.A.3	Sheriffs Annex	North End of Bldg	Fair	9.5	1.00	3.2	11756	551	12307
5.A.3	Sheriffs Annex	Dispatch Front Room	Fair	8.5	1.00	1.4	5271	275	5547
5.A.5	Evergreen House	Evergreen House	Poor	5.8	1.00	1.4	5374	529	5903
5.B	Public Works	Main Building 1st Floor	Poor	6.7	1.00	2.9	13377	529	13906
5.B	Public Works	Director Office	Poor	5.8	1.00	2.0	9213	264	9477
5.B	Public Works	Office with Shower	Poor	7.3	1.00	2.1	9805	275	10081
5.A.2	Library	Comp Room	Poor	5.8	1.00	1.5	4031	165	4196
5.A.2	Library	Rest Room	Poor	6.7	1.00	4.5	11705	424	12129
5.A.2	Library	Schuyler Room	Poor	6.7	1.00	6.7	17445	540	17985
5.A.4	Lake Shore Park	Bldg 701B	Poor	6.0	1.00	2.0	5059	231	5290

Post Retrofit Operation

FIM	Site	Area Served	New SEER/EER	Cooling EER	Unitary Heating Eff ³	Demand kW	Cooling kWh	Heating kWh	Total kWh
5.A.3	Sheriffs Annex	North End of Bldg	15.25	12.4	1.0	2.4	8997	551	9548
5.A.3	Sheriffs Annex	Dispatch Front Room	17.50	13.5	1.0	0.9	3319	275	3595
5.A.5	Evergreen House	Evergreen House	17.00	13.3	1.0	0.6	2361	529	2890
5.B	Public Works	Main Building 1st Floor	17.00	13.3	1.0	1.5	6746	529	7275
5.B	Public Works	Director Office	18.50	13.9	1.0	0.8	3868	264	4133
5.B	Public Works	Office with Shower	17.50	13.5	1.0	1.2	5311	275	5586
5.A.2	Library	Comp Room	14.00	11.8	1.0	0.8	1997	165	2162
5.A.2	Library	Rest Room	15.25	12.4	1.0	2.4	6298	424	6722
5.A.2	Library	Schuyler Room	11.50	11.5	1.0	3.9	10210	540	10750
5.A.4	Lake Shore Park	Bldg 701B	15.00	12.4	1.0	1.0	2445	231	2676

Equations for HVAC Savings

Electric Demand (kW)

$$kW \text{ Saving} = \text{Design Capacity} \times \text{Cooling Demand Diversity Factor} \times \{ \text{Exist. EER} - \text{Prop. EER} \} \times 10$$

Electric Consumption (kWh)

$$\text{Existing Cooling kWh} = \text{Design Capacity} \times 12000 \times \text{Cooling Diversity Factor} \times (1 - (\text{Cooling Setup Factor} - 1)) \times (1 / \text{Exist. EER}) \times (1 / 1000) \times \text{Cooling EFLH}$$

$$\text{Proposed Cooling kWh} = \text{Design Capacity} \times 12000 \times \text{Cooling Diversity Factor} \times (1 - (\text{Cooling Setup Factor} - 1)) \times (1 / \text{Prop. EER}) \times (1 / 1000) \times \text{Cooling EFLH}$$

$$\text{Total kWh Saved} = (\text{Existing Cooling kWh} - \text{Proposed Cooling kWh})$$

where:

- Cooling Diversity Factor = Described in Table above.
- Heat Diversity Factor = Described in Table above.
- Cooling Demand Diversity Factor = Described in Table above.
- Design Capacity = Total cooling capacity in tons
- Cooling EFLH = Cooling equivalent full load hours shown in Table above.
- Heating EFLH = Heating equivalent full load hours shown in Table above.

The expected savings are shown below at the rates and escalations as shown in Schedule 2 Section II.

FIM ID	Non Measured Savings		
	Electric Consumption (kWh)	Electric Demand (kW)	Water (kGal)
FIM 5.A.2, 5.A.3, 5.A.4, 5.A.5	25,014	87	0
FIM 5.B	16,470	36	0
Total	41,484	123	

Refer to Appendix 3 FIM 4 and 5 – HVAC Savings Calculations and Town Hall eQuest Model (electronic attachment) for the detailed input and output tables and expected savings calculations for this FIM.

FIM 5.B.1, 5.D.1, 5.E.1 - Wi-Fi Thermostats – Library, Public Works, Marina

Equations for Calculating Savings

Energy savings for this ECM were estimated using Microsoft Excel spreadsheet. Baseline and proposed conditions were calculated to estimate energy savings.

The tool uses specific site area, tonnage, mechanical equipment condition, operating hours and determination of cooling and heating EFLH (equivalent Full Load Hours) to perform an annual representation of each affected facility energy use by the affected equipment by the corresponding FIM, defining Peak Demand kW, cooling and heating kWh along with estimated existing and proposed temperature controlled conditions during each facility operating hours.

Post DX Replacement HVAC Factors

FIM	Site	Area Served	Cooling Tons	Cooling EER	Heat Type	Heat Cap ²	Unitary Heating Eff	Cooling Diversity Factor	Heating Diversity Factor	Cooling Tons
5.B	Public Works	Main Building 1st Floor	2.5	13.26	EH	10	1.00	0.80	0.3	2.5
5.B	Public Works	Main Building 2nd Flr	2.5	10.63	EH	7	1.00	0.80	0.3	2.5
5.B	Public Works	Director Office	1.5	13.88	EH	5	1.00	0.80	0.3	1.5
5.B	Public Works	Office with Shower	2.0	13.48	EH	5	1.00	0.80	0.3	2.0
5.A	Library	Comp Room	1.5	11.76	EH	3	1.00	0.35	0.3	1.5
5.A	Library	Child Read 1	4.0	11.30	EH	8	1.00	0.35	0.3	4.0
5.A	Library	Child Read 2	4.0	11.30	EH	8	1.00	0.35	0.3	4.0
5.A	Library	Main	10.0	10.41	EH	15	1.00	0.35	0.3	10.0
5.A	Library	Rest Room	5.0	12.43	EH	8	1.00	0.35	0.3	5.0
5.A	Library	Schuyler Room	7.5	11.50	EH	10	1.00	0.35	0.3	7.5
5.C	Marina	Split Main Office	2.0	11.41	EH	5	1.00	0.80	0.3	2.0
5.C	Marina	Split 2nd Flr Office	2.0	11.53	EH	5	1.00	0.80	0.3	2.0
5.C	Marina	Split 2nd Floor Party Room	2.5	11.64	EH	5	1.00	0.80	0.3	2.5
5.C	Marina	Split RR and Laundry	2.5	11.64	EH	5	1.00	0.80	0.3	2.5
5.C	Marina	Mini Split 2nd Flr Party	3.0	10.32	EH	0	1.00	0.80	0.3	3.0

Post DX Replacement Energy Usage

FIM	Site	Area Served	Cooling EFLH	Heating EFLH	Cooling Setback Factor	Heating Setback Factor	Cooling kWh	Heating kWh	Total kWh
5.B	Public Works	Main Building 1st Floor	3727	184	1.00	1.00	6746	529	7275
5.B	Public Works	Main Building 2nd Flr	3727	184	1.00	1.00	8414	386	8799
5.B	Public Works	Director Office	3727	184	1.00	1.00	3868	264	4133
5.B	Public Works	Office with Shower	3727	184	1.00	1.00	5311	275	5586
5.A	Library	Comp Room	3727	184	1.00	1.00	1997	165	2162
5.A	Library	Child Read 1	3727	184	1.00	1.00	5543	424	5967
5.A	Library	Child Read 2	3727	184	1.00	1.00	5543	424	5967
5.A	Library	Main	3727	184	1.00	1.00	15039	826	15865
5.A	Library	Rest Room	3727	184	1.00	1.00	6298	424	6722
5.A	Library	Schuyler Room	3727	184	1.00	1.00	10210	540	10750
5.C	Marina	Split Main Office	3727	184	1.00	1.00	6272	264	6536
5.C	Marina	Split 2nd Flr Office	3727	184	1.00	1.00	6209	264	6473
5.C	Marina	Split 2nd Floor Party Room	3727	184	1.00	1.00	7684	264	7948
5.C	Marina	Split RR and Laundry	3727	184	1.00	1.00	7684	264	7948
5.C	Marina	Mini Split 2nd Flr Party	3727	184	1.00	1.00	10402	0	10402

Post WIFI Thermostat Energy Usage

FIM	Site	Area Served	Cooling EFLH	Heating EFLH	Cooling Setback Factor	Heating Setback Factor	Cooling kWh	Heating kWh	Total kWh
5.B	Public Works	Main Building 1st Floor	2054	77	0.85	0.85	4276	254	4531
5.B	Public Works	Main Building 2nd Flr	2054	77	0.85	0.85	5333	185	5519
5.B	Public Works	Director Office	2054	77	0.85	0.85	2452	127	2579
5.B	Public Works	Office with Shower	2054	77	0.85	0.85	3366	132	3499
5.A	Library	Comp Room	1961	62	0.85	0.85	1208	64	1272
5.A	Library	Child Read 1	1961	62	0.85	0.85	3353	165	3518
5.A	Library	Child Read 2	1961	62	0.85	0.85	3353	165	3518
5.A	Library	Main	1961	62	0.85	0.85	9097	322	9419
5.A	Library	Rest Room	1961	62	0.85	0.85	3809	165	3975
5.A	Library	Schuyler Room	1961	62	0.85	0.85	6176	210	6386
5.C	Marina	Split Main Office	2666	89	0.85	0.85	5158	147	5305
5.C	Marina	Split 2nd Flr Office	2666	89	0.85	0.85	5107	147	5254
5.C	Marina	Split 2nd Floor Party Room	2666	89	0.85	0.85	6319	147	6466
5.C	Marina	Split RR and Laundry	2666	89	0.85	0.85	6319	147	6466
5.C	Marina	Mini Split 2nd Flr Party	3727	184	0.85	0.85	10402	0	10402

WIFI Thermostat Energy Savings

FIM	Site	Area Served	Cooling kWh	Heating kWh	Total kWh
5.B	Public Works	Main Building 1st Floor	3028	308	3336
5.B	Public Works	Main Building 2nd Flr	3776	224	4001
5.B	Public Works	Director Office	1736	154	1890
5.B	Public Works	Office with Shower	2384	160	2544
5.A	Library	Comp Room	947	109	1056
5.A	Library	Child Read 1	2628	280	2908
5.A	Library	Child Read 2	2628	280	2908
5.A	Library	Main	7129	546	7675
5.A	Library	Rest Room	2985	280	3266
5.A	Library	Schuyler Room	4840	357	5196
5.C	Marina	Split Main Office	1786	137	1923
5.C	Marina	Split 2nd Flr Office	1768	137	1905
5.C	Marina	Split 2nd Floor Party Room	2188	137	2325
5.C	Marina	Split RR and Laundry	2188	137	2325
5.C	Marina	Mini Split 2nd Flr Party	2963	0	2963

Details of pre-retrofit space temperature and proposed post-retrofit controlled space temperature are presented below under Schedule 2 – section V – PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT.

The Non-measured Utility Benefits described in the table above run for the entire performance period of 18 years.

Refer to Appendix 3 FIM 4 and 5 – HVAC Savings Calculations and Town Hall eQuest Model (electronic attachment) for the detailed input and output tables and expected savings calculations for this FIM.

Post-installation, the proposed efficiency rating and the proposed controlled HVAC temperature set points conditions in scope of work will be compared with the FIMs As-built documentation to confirm actual units installed. The achieved non-measured benefits will be adjusted one-time only and documented in the Post-Installation Report if proposed unit efficiency and/or proposed controlled HVAC temperature set points conditions does not meet or exceed efficiency listed above.

FIM ID	Non Measured Savings		
	Electric Consumption (kWh)	Electric Demand (kW)	Water (kGal)
FIM 5.B.1, 5.D.1, 5.E.1	34,424	.5	0
Total	34,424	.5	

The total expected savings of all Non Measured Utility Savings are shown below.

FIM ID	Non Measured Savings		
	Electric Consumption (kWh)	Electric Demand (kW)	Water (kGal)
FIM 5.A.1	22,340	47.5	0
FIM 5.A.2, 5.A.3, 5A.4, 5.A.5	25,014	87	0
FIM 5.B	16,470	36	0
FIM 5.B.1, 5.D.1, 5.E.1	34,424	0.5	0
Total	98,248	171	0

III. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP), in connection with the provision of M&V Services hereunder.

Option A

Retrofit Isolation: Key Parameter Measurement

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Measurements may be short-term, long-term, or continuous.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan. Engineering calculations using measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits associated with the following Improvement Measures will be calculated using Option A:

- FIM 2 – Domestic Water Conservation – All Sites
- FIM 4.A – Building Controls Improvements - Town Hall
- FIM 6 – Irrigation Meters Change

Option B

Retrofit Isolation: All Parameter Measurement

Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods. Engineering calculations using short term, long-term or continuous pre and post-retrofit measurements are used to calculate the Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits associated with the following Improvement Measures will be calculated using Option B:

FIM 1.A, 1.B, 1.C - LED Lighting Retrofit

**Option C
Whole Facility**

Option C involves use of utility meters or whole building sub-meters to assess the energy performance of a total building. Option C assesses the impact of any type of Improvement Measure, but not individually if more than one is applied to an energy meter. This option determines the collective Measured Project Benefits of all Improvement Measures applied to the part of the facility monitored by the energy meter. Also, since whole building meters are used, Measured Project Benefits reported under Option C include the impact of any other change made in facility energy use (positive or negative).

Measured Project Benefits associated with the following Improvement Measures will be calculated using Option C:

None

**Option D
Calibrated Simulation**

Option D involves the use of computer simulation software to predict energy use. Such simulation model must be "calibrated" so that it predicts an energy use and demand pattern that reasonably matches actual utility consumption and demand data from either the base-year or a post-retrofit year.

Option D may be used to assess the performance of all Improvement Measures in a facility, akin to Option C. However, different from Option C, multiple runs of the simulation tool in Option D allow estimates of the Measured Project Benefits attributable to each Improvement Measure within a multiple Improvement Measure project.

Option D may also be used to assess just the performance of individual systems within a facility, akin to Options A and B. In this case, the system's energy use must be isolated from that of the rest of the facility by appropriate meters.

Measured Project Benefits associated with the following Improvement Measures will be calculated using Option D:

None

**CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE
AND/OR ANNUAL PROJECT BENEFITS**

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of-pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

Description of Measurement and Verification Methodologies by FIM:

FIM 1.A, 1.B, 1.C - LED Lighting Retrofit

Option B: Measurement and Verification Plan for LED Lighting Retrofit

The savings associated with this FIM will be verified using IPMVP VOLUME I, EVO 10000 – 1:2012, Option B, Retrofit Isolation with All Parameter Measurement. The savings for this FIM are generated through a reduction in energy used by the lighting system; therefore, the measurement boundary is the lighting system itself.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-retrofit Fixture Power Draw (kW)	One-time	<p>The pre-retrofit power draw on a sample of fixtures meeting the 80/20 sampling plan – assuming a coefficient of variance of 0.5 – has been measured using a true RMS meter. Fixtures with similar lamps and ballasts, counts and types were grouped together with a lamp/ballast code. Measured wattages were used when possible. In some situations, such as when a certain type of lighting fixture was not available by itself on a switch, typical wattages as published by ANSI (American National Standards Institute) were used.</p> <p>The post-retrofit wattage of the impacted fixtures will be measured one time on a sample of fixtures meeting the same sampling criteria. The savings will be updated.</p>

Key Parameter	Measurement Frequency	Measurement Description
Burn Hours	Short-term	<p>The existing lighting burn hours for a sample of spaces meeting the 80/20 sampling plan – assuming a coefficient of variance of 0.5 were measured. Data loggers were installed from 12/06/18 through 12/23/18. It is agreed that this time period represents typical usage for the lighting systems.</p> <p>The measured burn hours were then extrapolated to annual burn hours by multiplying the measured hours by the ratio of weeks that school is in session to measured weeks. The hours were then averaged by space type.</p> <p>For many space types the burn hours were estimated based on interviews and audit observations. For these areas the pre and post burn hours are mutually agreed upon and will not be measured.</p> <p>The table below shows the average annual baseline burn hours by space type. These values will not be measured again.</p>
Coincident Factor	Short Term	<p>The coincident factor is estimated based on the number of fixtures in a given space type that were estimated to be operating at the same time during the on peak period and is agreed to remain at the same value after the retrofit. The coincident factors by room/space types are as listed in the table below with pre and post burn hours.</p>

Following table summarizes existing fixture codes and corresponding average power draws.

Metered Component Code	Pre-Construction Unit Wattage
1X400HPS	452.7
1X50HAL	33.6
4x32T8EBN	109.4
2X32T8EBN	56.8
1X60INCA	57.7
1X250MH	287.5
2X34T12MB	69.1
2X1000MH	2114.2

Following table summarizes average annual burn hours by room types and corresponding coincidence factors used for estimating savings for this FIM: (Note: See shading note at bottom of table).

Schedule 2

All Areas Usage Group Code	Description	Existing System Runtime (Hrs/Yr)	Post-Install System Runtime - No Sensor (Hrs/Yr)	Post-Install System Runtime if Sensor is Proposed (Hrs/Yr)	Demand Coincidence Factor
E	Exterior	4380	4380	4380	10%
X	Exit Signs	8760	8760	8760	100%
GA	Garage/Parking Decks	4380	4380	3066	90%
BR	Break room	3016	3016	290	90%
KT	Kitchen	2998	2998	2099	90%
CR	Conference Room	2446	2446	338	90%
LI	Library	2998	2998	2099	90%
UT	Utility/Janitor Closets	500	500	350	50%
HW	Hallway	4217	4217	641	90%
SW	Stairwell	4217	4217	2952	90%
GA	Garage/Parking Decks	2998	2998	2099	90%
LO	Lobby/Entry Vestibule	2857	2857	803	90%
LI	Library – Art Museum	2868	2868	2008	90%
ME	Mechanical/Electrical Rooms	500	500	350	50%
MP	Multipurpose	1611	1611	180	90%
OO	Open Office	2562	2562	1355	90%
OS	Office Support (copy room, coffee room, etc)	1600	1600	1120	90%
PO	Private Office	1763	1763	710	90%
RR	Restroom	2338	2338	173	90%
ST	Storage	500	500	350	50%
SHOP	Shop	2346	2346	1643	90%
24/7	24/7 Operation	8760	8760	6132	100%
E-TEN	Exterior, Tennis Courts	1460	1460	1022	10%
E-SPTS	Exterior, Sports Fields	626	626	438	10%
MP-MAR	Multipurpose, Marina	360	360	252	50%
MP-TEN	Multipurpose, Tennis Center	180	180	126	50%
MP-TH	Multipurpose, Town Hall	252	252	176	50%
MP-EVG	Multipurpose, Evergreen House	24	24	17	0%
RRAS	Restroom, Already Sensored	173	173	173	50%
BRAS	Break room, Already Sensored	290	290	290	50%
STAS	Storage, Already Sensored	350	350	350	50%
LIAS	Library, Already Sensored	2099	2099	2099	90%

* Shading indicates that usage group was logged. Non-shaded usage groups were estimated based on audit observations and staff interviews

Equations for Calculating Lighting Retrofit Savings

Demand (kW)

$$\text{Connected kW Saving} = \sum_u [(kW/\text{Fixture}_{\text{baseline}} \times \text{Quantity}_{\text{baseline}} - kW/\text{Fixture}_{\text{post}} \times \text{Quantity}_{\text{post}})]_{t,u}$$

$$\text{Actual kW Savings} = \sum_u [\text{Connected kW Savings}_u \times \text{Coincident Factor}_u]_{t,u}$$

where:

- $kW/\text{fixture}_{\text{baseline}}$ = lighting baseline demand per fixture for usage group u
- $kW/\text{fixture}_{\text{post}}$ = lighting demand per fixture during post-installation period for usage group u
- $\text{Quantity}_{\text{baseline}}$ = quantity of affected fixtures before the lighting retrofit for usage group u
- $\text{Quantity}_{\text{post}}$ = quantity of affected fixtures after the lighting retrofit for usage group u
- $\text{Coincident Factor}_u$ = *Coincident Factor* is a multiplier to account for Demand Diversity of each specific usage group u .

Energy (kWh)

$$kWh \text{ Savings}_{\text{Lighting}} = \sum_u [\text{Connected kW Savings}_u \times \text{Burn Hours}]_{t,u}$$

where:

- $kW \text{ Savings}_u$ = kilowatt savings realized during the post-installation time for usage group u
- Burn Hours = number of operating hours during the time period t for the usage group u

The savings calculations will be updated to reflect the actual count of fixtures upgraded as part of this FIM, the actual equipment installed and updated post-retrofit measurements.

Energy (kWh) – Cooling Reduction

$$kWh \text{ Savings} = \sum [(Exist. kW \times Exist. Qty. \times Pre-Burn Hours - Prop. kW \times Prop. Qty. \times Post-Burn Hours) \times \text{Fraction Lighting Load met by Mechanical Cooling (0.66)} / \text{Cooling System COP (2.7)}]$$

Energy (kWh) – Heating Penalty

$$kWh \text{ Increased} = \sum [(Exist. kW \times Exist. Qty. \times Pre-Burn Hours - Prop. kW \times Prop. Qty. \times Post-Burn Hours) \times \text{Fraction Lighting Reduction met by heating system (0.01)} / \text{Seasonal Heating Efficiency (1.0)}]$$

Where:

- $Exist. kW$ = lighting baseline kW per fixture
- $Prop. kW$ = lighting kW per fixture during post-installation period
- $Exist. Qty.$ = Quantity of existing fixtures
- $Prop. Qty.$ = Quantity of affected fixtures after the lighting retrofit
- $Pre Burn Hours$ = See table above
- $Post Burn Hours$ = See table above
- $\text{Fraction Lighting Load met by Mechanical Cooling}$ = 0.80 for Florida, Rundquist HVAC Interactions, ASHRAE November 1993
- $\text{Cooling System COP}$ = 2.7, Assumed Value, conservative efficiency value of all cooling equipment

Schedule 2

Fraction Lighting Reduction met by heating system = 0.01 for Florida, Assumed Value, Rundquist HVAC Interactions, ASHRAE November 1993
 Seasonal Heating Efficiency = 1.0 for electric heat

NOTE: The HVAC savings only applied to lighting retrofits in the conditioned spaces.

The expected savings for this FIM are as follows, at the rates and escalations as noted in Schedule 2, Section IV.

FIM ID	Measured		
	Electric Consumption (kWh)	Electric Demand (kW)	Water (kGal)
FIM 1.A	100,871	203.8	0
FIM 1.B	21,490	54.8	0
FIM 1.C	17,999	22.1	0
Total	140,361	280.6	0

Refer to Appendix 1 FIM 1 - LED Lighting Retrofit – Line x Line for the detailed expected savings calculations for FIM-1.

FIM 2.A, 2.B, 2.C – Domestic Water Conservation

Option A: Measurement and Verification Plan for Domestic Water Conservation

The savings for this FIM will be verified using IPMVP Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in water used by the domestic water systems (and the associated water heating fuel for hot water savings), therefore, the measurement boundary is the domestic water systems.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-retrofit Fixture gallons/flush gallons/minute	Short-term	<p>A sample of fixtures meeting the 80/20 sampling plan, assuming a 0.5 coefficient of variance will be measured post installation. Flushometer valve control stops have been tested to verify that they will turn water supply off to the flush valve. Make and configuration of external flush valves and china have been recorded for every toilet and urinal. Toilet and urinal flows will be measured, with the type of fixture determining the required measurement tools.</p> <p>Water volume passing through a flushometer valve will be measured using the “wet-vac” method. This method involves removing all water from the fixture trapway, plugging the trap with an inflatable test ball, and performing a test flush. As the fixture fills with water, a wet-vac is used to transfer water out of the fixture and into a graduated bucket for volume measurement. The bucket is then weighed for secondary verification of volume.</p> <p>Faucets and showers have been measured by use of a graduated flow rate bag. For a faucet or shower, this have been accomplished by turning the water off and then turning it on for five seconds and filling the flow rate bag. For each fixture, the procedure has been repeated at least two times to calculate an average flow for that fixture.</p> <p>The post-installation fixture usages will be measured one time using the same measurement procedures. The measurements will occur in the same locations, up to the required sample size.</p>

Estimated Parameters	Assumed Value	Justification, Source and Description
Population	Refer to the table below	The population is agreed to be as shown in the table below. The population counts are based on data provided by the town. These values will not be measured.
Usage Factors	Refer to Usage Parameters below	The usage factors are shown below.
Efficiency	98% system efficiency	The efficiency of the hot water heating equipment is based on typical boiler efficiencies and will not be measured.
Shower Temp _{hot}	106 F	The shower head hot water temperature is the estimated temperature used at this fixture type and will not be measured.
Lav Temp _{hot}	78 F	The lavatory hot water temperature is the estimated temperature used at this fixture type and will not be measured.
Kitchen Temp _{hot}	85 F	The kitchen sink/general purpose sink hot water temperature is the estimated temperature used at this fixture type and will not be measured.
Inlet Water Temp _{cold}	71 F	The cold water temperature is the estimated average annual ground water temperature.

The table below shows usage factors utilized:

SITE	Pre-retrofit average Usage*				
	Toilet flowrate - gpf	Urinal flowrate - gpf	Lavatory flowrate - gpm	Kitchen/General Purpose Faucet flowrate - gpm	Shower flowrate - gpm
Bayberry Sports Complex (Bert Bostrom Park)	2.43	1.00	1.35	0.00	0.00
Kelsey Park	2.25	1.50	1.20	2.20	0.00
Lake Shore Park Tennis Center	1.60	1.50	1.00	0.00	0.00
Marina	1.98	1.00	2.00	0.00	2.50
Public Works	2.45	0.00	2.64	2.20	2.50
Sheriff's Annex	2.23	0.00	2.07	2.00	2.50
Town Hall/Library	2.12	1.00	1.70	2.00	0.00

* Pre-retrofit average Usage is weighted averages obtained from investment grade water audit inspections.

The table below shows the Population demographics and Usage factors by Site:

SITE	Bayberry Sports Complex (Bert Bostrom Park)	
Population Demographics		
Population Categories:	In-Season Visitors	Off-Season Visitors
Average hourly population	250	100
Population % that is male	50%	50%
Female population	125	50
Male population	125	50
Average hours per day occupied	2	1.5
Average days per year occupied	200	165
Residential (Yes or No)	No	No
Domestic Use Factors		
Flush Factor	100%	100%
% of Urinals Available to Males	100%	100%
Lavatory Use Factor	100%	100%
Kitchen/General Purpose Faucet Use Factor	0%	0%
Shower Use Factor	0%	0%

Schedule 2

SITE	Kelsey Park		
<u>Population Demographics</u>			
Population Categories:	Evergreen House Occupants	In-Season Visitors	Off-Season Visitors
Average hourly population	5	250	100
Population % that is male	50%	50%	50%
Female population	3	125	50
Male population	3	125	50
Average hours per day occupied	2	4	2
Average days per year occupied	12	200	165
Residential (Yes or No)	No	No	No
<u>Domestic Use Factors</u>			
Flush Factor	100%	100%	100%
% of Urinals Available to Males	100%	100%	100%
Lavatory Use Factor	100%	100%	100%
Kitchen/General Purpose Faucet Use Factor	75%	0%	0%
Shower Use Factor	0%	0%	0%

SITE	Lake Shore Park Tennis Center		
<u>Population Demographics</u>			
Population Categories:	In-Season Visitors	Off-Season Visitors	Event Room Occupants
Average hourly population	500	150	10
Population % that is male	50%	50%	50%
Female population	250	75	5
Male population	250	75	5
Average hours per day occupied	4	2	3
Average days per year occupied	200	165	60
Residential (Yes or No)	No	No	No
<u>Domestic Use Factors</u>			
Flush Factor	100%	100%	100%
% of Urinals Available to Males	100%	100%	100%
Lavatory Use Factor	100%	100%	100%
Kitchen/General Purpose Faucet Use Factor	0%	0%	0%
Shower Use Factor	0%	0%	0%

SITE	Marina					
<u>Population Demographics</u>						
Population Categories:	Marina Staff	Boat Owners	Freedom Boat Club	Charter Boats	Event Room Occupants	Marina/Park Visitors
Average hourly population	5	120	40	60	10	250
Population % that is male	50%	50%	50%	50%	50%	50%
Female population	3	60	20	30	5	125
Male population	3	60	20	30	5	125
Average hours per day occupied	8	1	1	1	6	2
Average days per year occupied	365	365	365	365	60	365
Residential (Yes or No)	No	No	No	No	No	No
<u>Domestic Use Factors</u>						
Flush Factor	100%	100%	100%	100%	100%	100%
% of Urinals Available to Males	100%	100%	100%	100%	100%	100%
Lavatory Use Factor	100%	100%	100%	100%	100%	100%
Kitchen/General Purpose Faucet Use Factor	0%	0%	0%	0%	0%	0%
Shower Use Factor	0.1%	0.0%	10%	10%	0%	10%

SITE	Public Works		
<u>Population Demographics</u>			
Population Categories:	Day Staff	Field Workers	Visitors
Average hourly population	10	7	25
Population % that is male	90%	100%	50%
Female population	1	0	13
Male population	9	7	13
Average hours per day occupied	8	4	1
Average days per year occupied	260	260	260
Residential (Yes or No)	No	No	No
<u>Domestic Use Factors</u>			
Flush Factor	100%	100%	100%
% of Urinals Available to Males	0%	0%	0%
Lavatory Use Factor	100%	100%	100%
Kitchen/General Purpose Faucet Use Factor	75%	75%	0%
Shower Use Factor	5%	5%	0%

Schedule 2

SITE	Sheriff's Annex		
<u>Population Demographics</u>			
Population Categories:	Day Staff	Night Staff	Visitors
Average hourly population	10	5	10
Population % that is male	50%	50%	50%
Female population	5	3	5
Male population	5	3	5
Average hours per day occupied	12	12	2
Average days per year occupied	365	365	365
Residential (Yes or No)	No	No	No
<u>Domestic Use Factors</u>			
Flush Factor	100%	100%	100%
% of Urinals Available to Males	0%	0%	0%
Lavatory Use Factor	100%	100%	100%
Kitchen/General Purpose Faucet Use Factor	50%	25%	0%
Shower Use Factor	0%	0%	0%

SITE	Town Hall/Library					
<u>Population Demographics</u>						
Population Categories:	Library Day Staff	Library Night Staff	Library Visitors	Town Hall Day Staff	Ball Room Occupants	Visitors
Average hourly population	2	2	100	9	90	250
Population % that is male	50%	50%	50%	50%	50%	50%
Female population	1	1	50	5	45	125
Male population	1	1	50	5	45	125
Average hours per day occupied	12	12	2	8	7	2
Average days per year occupied	365	365	365	260	36	260
Residential (Yes or No)	No	No	No	No	No	No
<u>Domestic Use Factors</u>						
Flush Factor	100%	100%	100%	100%	100%	100%
% of Urinals Available to Males	100%	100%	100%	100%	100%	100%
Lavatory Use Factor	100%	100%	100%	100%	100%	100%
Kitchen/General Purpose Faucet Use Factor	50%	50%	0%	0%	0%	0%
Shower Use Factor	0%	0%	0%	0%	0%	0%

Complete Water workbook savings calculations can be found in "Appendix 2 FIM 2 - Domestic Water Conservation.

Equations for Calculating Savings

Spreadsheet based calculations were developed to simulate pre- and post-retrofit performance of this FIM. Equipment nameplate and manufacturer information, as well as short-term measurements, were used to calculate pre-retrofit system performance. Post-FIM manufacturer data and control parameters were input into the calculation to estimate post-FIM consumption.

The water and energy savings for this FIM are estimated by the following formulae:

Domestic Water Scope Savings Calculation

Water Savings

$$\text{Water Reduction} = \sum_{\text{type}} [(\text{Usage Rate}_{\text{baseline}} - \text{Usage Rate}_{\text{post}}) \times \text{AAUF}_{\text{type}} \times \text{Quantity}_{\text{type}}] / 1000$$

where:

- Water Reduction = water savings realized in kilogallons (kGal). These savings will result in water and sewer dollars saved.
- Usage Rate_{baseline} = baseline fixture use rate in gpm or gpf
- Usage Rate_{post} = post installation fixture use rate in gpm or gpf
- AAUF = average annual use per fixture; faucets or showers in minutes per year toilets or urinals in flushes per year
- Quantity = quantity of affected fixtures

Hot Water Heating Fuel Project Benefits

$$\text{Energy Reduction} = \text{Water Reduction} \times (\text{Temp}_{\text{hot}} - \text{Temp}_{\text{cold}}) \times \text{Specific Heat} \times 1,000 / \text{Efficiency}$$

where:

- Energy Reduction = fuel savings realized in BTUs
- Water Reduction = water savings in kGal
- Temp_{hot} = average hot water usage temperature
- Temp_{cold} = average cold water temperature
- Specific Heat = 8.34 Btu / (kGal) (°F) for water
- Efficiency = Water heating efficiency expressed as a fraction

The expected savings for this FIM are as follows, at the rates and escalations as noted in Schedule 2, Section IV.

FIM ID	Measured			
	Electric Consumption	Electric Demand	Water	Sewer
FIM 2.A	302	0	645	645
FIM 2.B	441	0	42	0
FIM 2.C	5,976	0	151	151
Totals	6,719	0	838	796

Refer to Appendix 2 FIM 2 - Domestic Water Conservation for the detailed expected savings calculations for FIM-2.

FIM 2.D – Irrigation Water meters Change

The savings associated with this FIM will be verified using IPMVP Volume I, EVO 10000 – 1:2012, Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in the MONTHLY BASE FACILITY CHARGES (Fees) per meter for the irrigation usage at the select sites shown below. This reduction is the result of changing the monthly base charge rate as effect of changing the corresponding irrigation meter size. Therefore, the key parameter for measurement is the monthly base facility charge cost for irrigation on the respective account.

Key Parameter	Measurement Frequency	Measurement Description
Key Parameter is that monthly base charge per irrigation meter.	Monthly	<p>The baseline monthly base facility charge is the monthly scheduled used by SEACOAST UTILITY AUTHORITY WATER RATES with Meter Readings Effective October 1st, 2018</p> <p>Cost savings are based on the monthly cost reduction, as effect of change of meter size as shown below.</p> <p>Post-retrofit, JCI will receive from Customer and review copy of one month's irrigation water bill where new monthly base charge is shown.</p> <p>Irrigation meter Baseline established will be used as minimum floor for this FIM savings verification. In case utility irrigation base fees are increased during the installation period, annual savings will be updated based on higher fees (rates).</p>

The monthly costs will be calculated according to following Irrigation Meter Baseline:

SEACOAST UTILITY AUTHORITY WATER RATES	
MONTHLY BASE FACILITY CHARGES	
(Includes Point of Service Charge/POS on Total Base)	
Non-Residential (includes POS)	
Meter Size	Water
5/8"	\$19.90
1"	\$49.75
1 1/2"	\$99.50
2"	\$159.21

The Monthly cost savings will be calculated according to:

$$Base\ Facility\ fee\ reduction_{month} = \left(\frac{\$}{mo_{baseline}} - \frac{\$}{mo_{post}} \right)$$

The annual cost savings will be calculated according to:

$$Irrigation_cost_savings_{Annual} = 12 \frac{mo}{yr} \times Base\ Facility\ fee\ reduction/mo$$

Projected savings from Rate change as effect on irrigation meter change:

Meter No	Irrigation meter change Description	Savings per meter per month	Annual Savings
69738320	1.5" to 1"	\$49.75	\$597
69738270	1.5" to 1"	\$49.75	\$597
69738273	1.5" to 1"	\$49.75	\$597
71276239	1.5" to 1"	\$49.75	\$597
68469561	Eliminate 5/8"	\$19.90	\$239
67642176	Eliminate 5/8"	\$19.90	\$239
Total Irrigation Meter Savings			\$2,866

This \$2,866 annual dollar savings amount shall be the annual minimum dollar savings for FIM 6.

The expected savings for this FIM are cost savings only. Therefore, the energy savings will be as follows.

FIM ID	Measured		
	Electric Consumption	Electric Demand	Water
FIM 2.D	0 kWh	0 kW	0 kGal.

FIM 4 – Building Controls Improvements - Town Hall

The savings associated with this FIM will be verified using IPMVP Volume I, EVO 10000 – 1:2012, Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in energy use as effect of implementation of HVAC night set back control strategies in Town Hall; therefore, the measurement boundary is the HVAC system itself.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-retrofit Zone Temperature	One-time	<p>Energy savings are based on the eQUEST computer models built for evaluation on energy use changes with HVAC night set back temperature control in Town Hall building. The savings is based on the following factors:</p> <ul style="list-style-type: none"> Existing Zone Temperature levels as shown below. New Cooling/Heating Temperature Set points for Occupied/Unoccupied hours. <p>Post-retrofit, once per year, HVAC Night Set back savings strategy will be verified by utilizing the capabilities of the control system to verify that the control parameters are maintained at the levels required to maintain the savings via spot check (onsite or remotely from EMCS OWS).</p>

Pre-retrofit Conditions / Logged Data

During the Investment Grade Audit, space temperatures loggers were placed within the building to record at 15-mins intervals for 4 weeks during January 2018. The following table summarizes parameters by respective locations. Where applicable, these values were used as inputs in the building simulation model to develop baseline consumption. These values will not be measured again.

Town Hall Temperature Logger Data – Existing Average Weekday (WD) and Weekend (WE) Temperatures by Hour

Location	2 nd Floor Conference Room		2 nd Floor Kitchen		Ballroom		1 st Floor Finance		Commissioners Room	
	WD	WE	WD	WE	WD	WE	WD	WE	WD	WE
Logger File	1024497 - TH_2nd_Flr_Conf_AH2.xlsx		2418751 - TH_2nd_Flr_Kit_AH5.xlsx		9735336_TH_Ballrm_AH3_and_AH4.xlsx		9735344_TH_1st_Flr_Finance_AH6.xlsx		9825723 - TH_Commish_Rm_AH1.xlsx	
Hour	WD	WE	WD	WE	WD	WE	WD	WE	WD	WE
00	69.32	69.25	72.03	71.94	71.07	71.35	69.30	68.19	72.02	72.27
01	69.01	69.21	71.95	71.85	71.01	71.21	69.24	67.96	71.95	72.29
02	68.81	68.85	71.87	71.83	70.89	71.23	69.00	67.75	71.88	72.19
03	68.54	68.67	71.76	71.83	70.64	70.94	68.89	67.67	71.85	72.25
04	68.33	68.63	71.67	71.74	70.49	71.00	68.79	67.63	71.86	72.25
05	68.10	68.31	71.63	71.56	70.35	70.75	68.52	67.50	71.79	72.21
06	67.96	68.21	71.56	71.53	70.29	70.54	68.31	67.40	71.77	72.17
07	67.77	68.04	71.51	71.56	70.16	70.40	68.82	67.17	71.18	72.10
08	67.89	68.17	71.62	71.74	70.13	70.46	70.15	67.08	70.86	72.15
09	69.05	68.81	72.12	72.29	70.21	70.58	70.92	67.17	71.02	72.17
10	70.14	69.54	72.69	72.60	70.40	70.60	71.37	67.60	71.31	72.21
11	70.98	70.06	73.27	73.06	70.55	70.75	72.38	68.21	71.55	72.31
12	71.67	70.75	73.57	73.38	70.81	70.88	73.17	68.69	71.54	72.48
13	72.05	71.40	73.92	73.82	71.05	71.02	73.75	69.21	71.57	72.58
14	72.39	71.50	73.90	73.74	71.34	71.21	73.48	69.35	71.67	72.63
15	72.22	71.50	74.19	74.25	71.43	71.31	73.22	69.31	71.78	72.79
16	71.79	71.27	74.45	74.85	71.46	71.38	72.83	69.10	71.92	72.83
17	71.35	70.94	73.21	73.47	71.53	71.58	72.18	68.90	71.92	72.79
18	70.86	70.69	72.87	72.83	71.52	71.67	71.49	68.50	71.79	72.73
19	70.84	70.48	72.69	72.60	71.56	71.71	71.05	68.10	71.65	72.65
20	70.37	70.27	72.54	72.57	71.42	71.56	70.66	68.04	71.57	72.65
21	69.97	69.98	72.33	72.44	71.29	71.50	70.29	67.88	71.55	72.52
22	69.75	69.52	72.16	72.31	71.20	71.56	70.03	67.67	71.62	72.50
23	69.54	69.31	72.07	72.11	71.13	71.42	69.69	67.48	71.81	72.50

Schedule 2

These values are detailed in the Sequence of Operation shown on section V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT Modifications to the contract sequence that are the result of JCI actions will result in a recalculation of the savings. The occupancy schedule for each building is also shown in section V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT. Note by starting the system prior to occupancy, the spaces will be at occupied set point before the normal starting time. If the facility chooses to change the occupied times or temperatures this will result in an adjustment to the savings and not a savings shortfall. The following details the trending requirements by savings strategy.

	Existing Operation		
	Time On	Time Off	Temperature
Monday	On 24 hrs		72°F
Tuesday	On 24 hrs		72°F
Wednesday	On 24 hrs		72°F
Thursday	On 24 hrs		72°F
Friday	On 24 hrs		72°F
Saturday	On 24 hrs		72°F
Sunday	On 24 hrs		72°F
Holidays	On 24 hrs		72°F

	Future Operation		Cooling		Heating	
	Time On	Time Off	Occupied	Unoccupied	Occupied	Unoccupied
Monday	5 AM	7 PM	74°	78°	72°F	65°F
Tuesday	5 AM	7 PM	74°	78°	72°F	65°F
Wednesday	5 AM	9 PM	74°	78°	72°F	65°F
Thursday	5 AM	7 PM	74°	78°	72°F	65°F
Friday	5 AM	7 PM	74°	78°	72°F	65°F
Saturday	7 AM	12 PM	74°	78°	72°F	65°F
Sunday	7 AM	12 PM	74°	78°	72°F	65°F
Holidays	7 AM	12 PM	74°	78°	72°F	65°F

The existing and proposed conditions were entered into an eQuest building simulation model.

The expected savings for this FIM are as follows, at the rates and escalations as noted in Schedule 2, Section IV.

FIM ID	Measured		
	Electric Consumption	Electric Demand	Water
FIM 4	88,050 kWh	(14.6) kW	0 kGal.

Refer to Appendix 3 FIM 4 and 5 – HVAC Savings Calculations and Town Hall eQuest Model (electronic attachment) for the detailed input and output tables and expected savings calculations for this FIM.

IV. BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as “Base Utility Cost” and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed “floor” escalation rate of three percent (3.0%).

The Base Utility Cost for each type of utility has been calculated by separating only the variable component of the published utility rates as of Florida Power and Light. The following table summarizes Base Utility Costs for the facilities under the scope of this contract.

Base Utility Unit Costs

SITE	Rate	Electric Demand Rate (\$/kW)	Electric Energy Rate (\$/kWh)	Water Rate (\$/kgal)	Sewer Rate (\$/kgal)
Bayberry Sports Complex (Bert Bostrom Park)	GS-1	\$0.00	\$0.10	\$1.07	\$0.71
Kelsey Park	GS-1	\$0.00	\$0.10	\$4.21	\$0.71
Lake Shore Park Tennis Center	GS-1	\$0.00	\$0.10	\$4.21	\$0.71
Library	GSD-1	\$11.80	\$0.06	\$4.21	\$0.71
Marina	GS-1	\$0.00	\$0.10	\$4.21	\$0.71
Public Works	GS-1	\$0.00	\$0.10	\$4.21	\$0.00
Sheriff's Annex	GSD-1	\$11.80	\$0.06	\$1.07	\$0.71
Town Hall	GSD-1	\$11.80	\$0.06	\$4.21	\$0.71

The Utility Baseline per Site for each type of utility is defined as shown below for the analysis period from November 2017 to October 2018.

SITE	Rate	Electric Demand (kW)	Electric Energy (kWh)
Bayberry Sports Comp	GS-1	0	25,375
Bayberry Sports Comp	OS-2	228	68,533
Kelsey Park	GS-1	82	36,373
Lake Shore Park	GS-1	0	49,321
Library	GSD-1	384	103,980
Marina	GS-1	325	114,614
Marina	GSD-1	1077	431,640
Marina	OL-1	0	1,056
Public Works	GS-1	207	86,471
Public Works	OL-1	0	11,124
Sheriffs Annex	GS-1	0	935
Sheriffs Annex	GSD-1	229	94,260
Town Hall	GSD-1	795	320,460
Town Hall	OL-1	0	2,016

Schedule 2

SITE	Water Service Type (W-water only or WS-water and sewer)	Meter Size	Service Address	Meter #	Water (kGal)
Kelsey Park - Evergreen	WS	1"	601 FEDERAL HWY	67711955	170
Sheriffs Annex	WS	1"	700 6TH ST	70402791	118
Marina	WS	2"	105 LAKESHORE DR	67712121	767
Town Hall	WS	2"	535 PARK AVE	70115951	257
Bayberry Sports Complex 1	WS	5/8"	7TH ST/DATE PALM (BALL PARK)	70519786	9
Kelsey Park RR	WS	5/8"	FEDERAL HWY (KELSEY PARK)	67642152	86
Lake Shore Tennis	WS	5/8"	LAKESHORE DR TN/CT	67642172	2,382
Marina Ramp RR	WS	5/8"	115 FEDERAL HWY	67642151	29
Bayberry Sports Complex 2	WS	5/8"	7TH ST/DATE PALM	67642181	125
10TH ALLEYWAY & LAUREL DR (E)	W	1"	10TH ALLEYWAY & LAUREL DR (E)	70033819	189
10TH ALLEYWAY & W JASMINE (E)	W	1"	10TH ALLEYWAY & W JASMINE (E)	70033818	59
10TH ALLEYWAY & MAGNOLIA (E)	W	1"	10TH ALLEYWAY & MAGNOLIA (E)	70033820	100
10TH ALLEYWAY/GREENBRIAR/JASMI	W	1.5"	10TH ALLEYWAY/GREENBRIAR/JASMI	69738320	25
10TH ST & 9TH ST ALLEYWAY IRR	W	1.5"	10TH ST & 9TH ST ALLEYWAY IRR	69738270	370
9TH ST & 8TH ST ALLEYWAY IRR	W	1.5"	9TH ST & 8TH ST ALLEYWAY IRR	69738273	420
GREENBRIAR CT MID BLK BTW 10&9	W	1.5"	GREENBRIAR CT MID BLK BTW 10&9	71276239	391
Marina	W	2"	LAKESHORE DR/ MARINA 2	68371378	4,438
711 FORESTERIA DR COMMUNITY GARDEN	W	5/8"	711 FORESTERIA DR COMMUNITY GARDEN	68469561	0
LAKESHORE DR F/L	W	5/8"	LAKESHORE DR F/L	67642176	0
Public Works 1	W	5/8"	640 OLD DIXIE HWY	67641959	342
Public Works 2	W	5/8"	650 OLD DIXIE HWY	67641973	367

V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

- The Lighting FIMs in this project change the annual operating schedules for the facilities under the scope of this contract as shown above per Lighting Usage Group area(s).
- Changes to HVAC equipment schedules at these sites is recommended under the scope of this Contract.
 - Un-occupied period heating and cooling set points will be changed by this contract.

The following tables summarizes the annual operating schedules in which the stated set point temperatures, as identified in this Schedule shall be provided for the facilities under the scope:

Town Hall

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Holiday	
Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End
7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM (9:00 PM on Commission Nights)	7:00 AM	6:00 PM	7:00 AM	6:00 PM	closed		closed		closed	

Library

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Holiday	
Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End
9:00 AM	6:00 PM	9:00 AM	8:00 PM	9:00 AM	8:00 PM	9:00 AM	8:00 PM	9:00 AM	4:00 PM	10:00 AM	4:00 PM	closed		closed	

Sheriff's Annex

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Holiday	
Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End
24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs

Public Works

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Holiday	
Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End
7:00 AM	4:00 PM	7:00 AM	4:00 PM	7:00 AM	4:00 PM	7:00 AM	4:00 PM	7:00 AM	4:00 PM	closed		closed		closed	

Marina

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Holiday	
Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End
9:00 AM	11:00 PM	9:00 AM	11:00 PM	9:00 AM	11:00 PM	9:00 AM	11:00 PM	9:00 AM	11:00 PM	9:00 AM	11:00 PM	9:00 AM	11:00 PM	9:00 AM	11:00 PM

Notes:

- Schedules for the year are based on posted hours, and staff interviews as determined during the audit period of December 2018 – February 2019.
- Current un-occupied period heating and cooling set points listed below will be maintained outside the time periods listed in above tables.
- BMS will maintain operating schedules for the HVAC system as listed in the tables above and temperature set points listed in the table below.
- The individual facility occupants are free to operate as they need to operate to serve their communities. However, events outside of these times will not result in a shortfall payment.

PRE-RETROFIT

The following table summarizes the current space set point temperatures:

Facility	Cooling Mode		Heating Model	
	Occupied	Un-occupied	Occupied	Un-occupied
Town Hall	72°F	72°F	72°F	72°F
Library	73°F	73°F	73°F	73°F
Sheriff's Annex	73°F	73°F	73°F	73°F
Public Works	73°F	73°F	73°F	73°F
Marina	74°F	74°F	74°F	74°F

POST-RETROFIT

The following table summarizes proposed space temperature set points during occupied and un-occupied periods as part of the FIMs Scope of Work:

Facility	Cooling Mode		Heating Model	
	Occupied	Un-occupied	Occupied	Un-occupied
Town Hall	74°F	78°F	72°F	65°F
Library	74°F	78°F	72°F	65°F
Public Works	74°F	78°F	72°F	65°F
Marina	74°F	78°F	72°F	65°F

VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 60 days of the commencement of the Guarantee Term.
2. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:
 - A. an executive overview of the project's performance and Project Benefits achieved to date;
 - B. a summary analysis of the Measured Project Benefits accounting; and
 - C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.
3. During the Guarantee Term, a JCI Performance Assurance Specialist will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Specialist will periodically assist Customer, on-site or remotely, with respect to the following activities:
 - A. review of information furnished by Customer from the facility management system to confirm that control strategies are in place and functioning;
 - B. advise Customer's designated personnel of any performance deficiencies based on such information;
 - C. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and
 - D. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.
4. For specified Improvement Measures, JCI will:
 - A. conduct pre and post installation measurements required under this Agreement;
 - B. confirm the building management system employs the control strategies and set points specified in this Agreement; and
 - C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).
 - D. Trend data records maintained in the ordinary course of system operation shall be used and relied upon by Johnson Controls in connection with Project Benefit calculations. Johnson Controls will use commercially reasonable efforts to ensure the integrity of the data collected to calculate the required metrics. In the event data are lost due to equipment failure, power failure or other interruption in data collection, transmission or storage, Johnson Controls will use reasonable engineering methods to estimate the impact of or replace the lost data.

CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of chilled water and hot water systems as needed to accomplish the Work and/or M&V Services;
3. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;
4. Providing the following information with respect to the project and project site as soon as practicable following JCI's request:
 - a. surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
 - b. geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
 - c. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
 - d. a legal description of the project site;
 - e. as-built and record drawings of any existing structures at the project site; and
 - f. Environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
5. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;
6. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Schedule 1; Per information provided by Community Development Director, permits are only required for SOW not associated with like for like change-out.
7. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Schedule 1;
8. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;
9. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within five (5) days of Customer receipt and/or generation or JCI's request therefor;
10. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;
11. Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by JCI or, alternatively, paying JCI's applicable fees for

calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;

12. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;
13. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2 or any other matter that may impact the Assured Performance Guarantee;
14. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits;
15. Prior to construction, the customer shall identify all isolation valves. Isolation valves shall be in working order, failed valves shall be the customer's responsibility to repair or replace.
16. Providing Johnson Controls a secure laydown yard for equipment and materials associated with this Work.
17. Provide JCI with Wi-Fi access and passwords for Wi-Fi thermostats at Marina, Public Work and Library.
18. It is the customer's responsibility to provide water pressure to all plumbing fixtures in the range of 25 to 85 psi
19. It is the customer's responsibility to provide plumbing infrastructure flow capacity (i.e., the ability for the water supply to meet peak demands of water use) adequate to support a high efficiency plumbing fixture retrofit
20. The City shall issue letter to Seacoast Water Utility to request a meter exchange of four (4) 1.5" meters to 1" meters and a request to stop service on two (2) 5/8" meters.
21. If any equipment under control is changed out during the guarantee term, it is the responsibility of the customer to move the controls and the controls programming to the new equipment.
22. The remediation and repair associated with all environmental hazards will be the Building Owner's responsibility.
23. Customer shall coordinate all fire alarm disconnections/re-connections with their current Fire Alarm Contractor, ADT
24. City shall provide replacement batteries for all Wi-Fi T-Stats upon failure of JCI provided new installation battery.

PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Schedule 4.

1. Work. The price to be paid by Customer for the Work shall be \$1,494,679.00. Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

First payment due: April 1, 2019	\$430,632
Second payment due: May 1, 2019	\$525,120
Third payment due: June 1, 2019	\$275,273
Fourth payment due: July 1, 2019	\$131,827
Fifth payment due: August 1, 2019	\$87,885
Final payment due: September 1, 2019	\$43,942

However, if work is able to be executed more efficiently than currently planned; the draw schedule may be expedited to match construction progress.

2. M&V Services: The total price for JCI's M&V Services, as detailed on Schedule 2 of this Agreement, is \$144,391. This amount will be paid to JCI in annual installments of \$6167 beginning in Yr. 1 with an annual escalation of 3%. These payments will be due and payable when Customer receives JCI's invoice and in advance of the services JCI is to provide, and shall be made throughout the Guarantee Term.

Annual amount due: \$6,167 – Yr. 1

Due Date: October 1 every year of term of contract.

First payment due: October 1, 2019

NOTICE TO PROCEED

Johnson Controls, Inc.
6600 Congress Ave
Boca Raton, FL 33487
ATTN: Mary-Suzanne Powell

Re: Notice to Proceed for Town of Lake Park, FL. Facility Infrastructure Project

Dear Mary-Suzanne Powell:

This Notice to Proceed is being issued by Town of Lake Park, FL ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract.

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable markup thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Performance Contract is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

Town of Lake Park, FL

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGED & AGREED TO:

JOHNSON CONTROLS, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CHANGE ORDER

Performance Contract dated _____, 20____ between Johnson Controls, Inc. and Customer	Change Order No.		Date (mo/day/yr)
Customer Town of Lake Park, FL			
The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.			
Scope of Work changed as follows:			
Total amount of this Change Order			\$
Total Performance Contract amount as revised by this Change Order			\$
The time for completion is: <input type="checkbox"/> increased, <input type="checkbox"/> decreased, <input type="checkbox"/> unchanged. The new completion date resulting from this Change Order is:			(mo, day, yr)
[check if applicable] Assured Performance Guarantee changed as follows:			
Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.			
JOHNSON CONTROLS, INC.		CUSTOMER	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	

CERTIFICATE OF SUBSTANTIAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
6600 Congress Ave
Boca Raton, FL 33487
ATTN: Mary-Suzanne Powell

Town of Lake Park, FL ("Customer")
535 Park Ave.
Lake Park, FL 33403

PROJECT: Town of Lake Park, FL. Facility Infrastructure Project; Performance Contract dated March 21, 2019 between JCI and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract is substantially complete.
- b. Customer has received the manuals, warranty information, and training required under the Performance Contract.
- c. The following punch list items must be completed by JCI (check as applicable):
 - punch list attached
 - punch list complete
- d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated _____, 20__ .

CUSTOMER:
Signature: _____
Printed Name: _____
Title: _____

JOHNSON CONTROLS, INC.
Signature: _____
Printed Name: _____
Title: _____

CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
6600 Congress Ave
Boca Raton, FL 33487
ATTN: Mary-Suzanne Powell

Town of Lake Park, FL ("Customer")
535 Park Ave.
Lake Park, FL 33403

PROJECT: Town of Lake Park, FL. Facility Infrastructure Project; Performance Contract dated March 21, 2019 between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.
- b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated _____, 20__.

CUSTOMER:

JOHNSON CONTROLS, INC.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____