



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, June 5, 2019,
Immediately Following the
Community Redevelopment Agency
Board Meeting,
Lake Park Town Hall
535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
John Linden	—	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. Proclamation in Honor of Palm Beach Sheriff's Office Deputy Adam Pozsonyi. Tab 1

2. Proclamation in Honor of Palm Beach Sheriff's Office Agent Jason Fulton. Tab 2

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.

3. Regular Commission Meeting Minutes of May 15, 2019 Tab 3

4. Resolution No. 47-06-19 Authorizing and Directing the Mayor to Execute a Fourth Amendment to the Town’s Agreement with the State of Florida, Division of Emergency Management for Grant Funds Associated with Hurricane Irma. Tab 4

F. **PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**

5. Ordinance No. 03-2019 Regulating and Restricting the Hours and Days that Major Construction Work can be conducted in the Town.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 10, ARTICLE IV, SECTION 10-154(5) OF THE LAKE PARK CODE REGULATING AND RESTRICTING THE HOURS AND DAYS THAT MAJOR CONSTRUCTION WORK CAN BE CONDUCTED IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

Tab 5

G. **PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:** None

H. **QUASI-JUDICIAL PUBLIC HEARING(S) – RESOLUTION(S):**

6. Resolution No. 48-06-19 Approving a Conditional Use for a 522 square foot Microbrewery Establishment to be located at 700 Park Avenue Unit 720. Tab 6

- The Commission to Disclose any Ex-Parte Communication at this time.
- All Witnesses to be Sworn-in at this time.

- A. Staff Report
- B. Public Comments
- C. Commission Deliberation

***** CLOSE PUBLIC HEARINGS*****

I. **NEW BUSINESS:**

7. A Request from the Event Organizers of the 32nd Annual Kids Fishing Day Program Proposed for July 16-18, 2019 to Allow the Town to be a Co-Sponsor, Thereby Allowing for the Waiver of Certain Fees.

Tab 7

8. **Resolution No. 49-06-19 Authorizing and Directing the Town Manager to Proceed With the Procurement of Two New Sanitation Vehicles.** Tab 8
9. **Resolution No. 50-06-19 Amending Resolution No. 80-09-17, the Development of a Site Plan for a 7,440 Square Foot Office Warehouse on Vacant Property Located at the Southeast corner of Water Tower Road and 14th Street; Providing for an Extension of Six Months to the Expiration Date to Initiate Development.** Tab 9
10. **Discussion of the Voting Process required by the Department of Justice for the Town of Lake Park whereby each voter cast one vote for Four Commissioner.** Tab 10
- J. **PUBLIC COMMENT:**
This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.
- K. **TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**
- L. **REQUEST FOR FUTURE AGENDA ITEMS:**
- M. **ADJOURNMENT:**

Next Scheduled Regular Commission Meeting will be held on Wednesday, June 19, 2019

**Special
Presentations
/Reports**

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 5, 2019

Agenda Item No. *Tab 1*

Agenda Title: Proclamation in Honor of Palm Beach County Sheriff's Office Deputy Adam Pozsonyi

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

Approved by Town Manager *[Signature]* Date: *5-23-19*

Name/Title *Assistant Town Mgr/Human Resources Director*

Originating Department: Human Resources	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Copy of Proclamation
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>BMT</u> or Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

Recommended Motion:

**PROCLAMATION IN HONOR OF PALM BEACH COUNTY SHERIFF'S OFFICE
DEPUTY ADAM POZSONYI**

WHEREAS; for the past 12 years, **Deputy Adam Pozsonyi** has served in the field law enforcement, first with the Martin County Sheriff's Office as a Corrections Deputy and later with the Stuart, Florida, Police Department where he eventually worked as a Narcotics Officer; and

WHEREAS; **Deputy Adam Pozsonyi** holds an Applied Technology Diploma in Emergency Medical Technology from the Indian River State College; and

WHEREAS; **Deputy Adam Pozsonyi** has served the Palm Beach County Sheriff's Office since 2014 where he has worked as a Field Training Officer as well as a member of the Emergency Field Force where he became a certified Air Rescue Specialist; and

WHEREAS; **Deputy Adam Pozsonyi** is certified through the Florida Attorney General's Office as both a Crime Prevention Practitioner and a Crime Prevention through Environmental Design Practitioner; and

WHEREAS; in 2016 **Deputy Adam Pozsonyi** transferred to the Town of Lake Park's Community Policing Unit where he has strived to bring crime prevention techniques and applications to the Town to reduce the fear of crime and increase apprehension efforts as well as to connect community members with both law enforcement and each other to foster a sense of community; and

WHEREAS; the Town of Lake Park wishes to commend **Deputy Adam Pozsonyi** for his accomplishments and his efforts on behalf of the Town and its citizens.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Michael O'Rourke, Mayor of the Town of Lake Park, do hereby publicly recognize and commend **Deputy Adam Pozsonyi** for his dedication and the service which he has rendered to this community.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 5th day of June, 2019.

By: _____
Mayor Michael O'Rourke

ATTEST:

Vivian Mendez, Town Clerk

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 5, 2019

Agenda Item No. *Tab 2*

Agenda Title: Proclamation in Honor of Palm Beach County Sheriff's Office Agent Jason Fulton

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

Approved by Town Manager *[Signature]* Date: *5-23-19*
[Signature]

Name/Title
ASSISTANT TOWN MGR/HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Copy of Proclamation
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>BMT</u> OR Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

Recommended Motion:

**PROCLAMATION IN HONOR OF PALM BEACH COUNTY SHERIFF'S OFFICE
AGENT JASON FULTON**

WHEREAS; for the past 16 years, **Agent Jason Fulton** has served the Palm Beach County Sheriff's Office; and

WHEREAS; for the past 13 years **Agent Jason Fulton** has dedicated himself to the Narcotics Division in a variety of capacities; and

WHEREAS; such capacities by **Agent Jason Fulton** have included building and maintaining various electronic surveillance systems geared towards reducing drug-related crimes; and

WHEREAS; **Agent Jason Fulton's** most rewarding responsibility to date has been designing the current countywide system used by the Real Time Crime Center which is responsible for countless arrests and assists with crime suppression throughout Palm Beach County; and

WHEREAS; the Town of Lake Park wishes to commend **Agent Jason Fulton** for the assistance that he has rendered to this community.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Michael O'Rourke, Mayor of the Town of Lake Park, do hereby publicly recognize and commend **Agent Jason Fulton** for his dedication and the service which he has rendered to the Town of Lake Park and its citizens.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 5th day of June, 2019.

By: _____
Mayor Michael O'Rourke

ATTEST:

Vivian Mendez, Town Clerk

Consent Agenda

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 5, 2019

Agenda Item No. *Tab 3*

Agenda Title: May 15, 2019 Regular Commission Meeting Minutes.

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

Approved by ^{ACTIVE} Town Manager *Sam M. McPherson* Date: 5/29/2019

Shaquita Edwards, Deputy Town Clerk

Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct.: <input type="checkbox"/> Finance _____	Attachments: - Minutes - Exhibits "A-B"
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>S.E.</u> Please initial one.

Recommended Motion: To approve the May 15, 2019 Regular Commission Meeting Minutes.



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

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

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

SPECIAL PRESENTATIONS/REPORTS:

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

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

PUBLIC COMMENT:

None

CONSENT AGENDA:

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

Motion: Commissioner Flaherty moved to approve the agenda; Commissioner Michaud seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

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

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

OLD BUSINESS: None

NEW BUSINESS:

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

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

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

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

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

Motion: Commissioner Michaud moved to approve Resolution No. 41-09-19; Commissioner Linden seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

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

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

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

Vote on Motion:

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

Motion passed 5-0.

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

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

Vote on Motion:

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

Motion passed 5-0.

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

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

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

Vote on Motion:

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

Motion passed 5-0.

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

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

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

Vote on Motion:

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

Motion passed 5-0.

13. Proposed Workshop Dates for Visioning of Marina Property.

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

PUBLIC COMMENT: None

FUTURE AGENDA SUGGESTIONS: None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

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

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

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

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

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

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

ADJOURNMENT

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

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, CMC

Deputy Town Clerk, Shaquita Edward, MPA, CMC

Town Seal

Approved on this _____ of _____, 2019

Exhibit "A"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 15, 2019

Agenda Item No. Tab 7

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

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

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

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

Summary Explanation/Background: In an effort to maintain anonymity, this agenda item is being presented with the application documents redacted and does not yet include an associated Resolution...

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

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

- A violation has been found

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

- Funds are available

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

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

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

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

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

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

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

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

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

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



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

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

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

PROGRAM OVERVIEW

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

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

request within

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

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

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

CBIF GRANT FOR RESIDENTIAL PROPERTIES

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

APPLICANT/PROPERTY OWNER INFORMATION:

* NAME: _____

ADDRESS: _____

PHONE: _____

CODE COMPLIANCE CASE NUMBER: _____

* NUMBER IN HOUSEHOLD: 4

NUMBER OF DEPENDENTS: 3

PROJECT DESCRIPTION:

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

Reroof, interior kitchen ceiling repair

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

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

TOTAL COST ESTIMATE: \$ Total = \$ 13080.00

FUNDING SOURCES:

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

\$ 13,080
 \$ 0
 \$ 0

INCLUDE THE FOLLOWING ITEMS WITH APPLICATION FORM:

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

PROPERTY OWNER SIGNATURE:

Signature

Date

For Office Use Only:

Date Application Received: _____

Is Application complete?)

March 2019

- Yes
- No Additional Information Required: _____
- Date Additional Information Received: _____

Was Application approved?

- Yes
- Amount: \$ _____
- No
- Yes, with the following conditions: _____

Comments:

TOWN APPROVALS:

** Following
Commission
approval*

TOWN MANAGER

Signature _____

Date _____

FINANCE DIRECTOR

Signature _____

Date _____

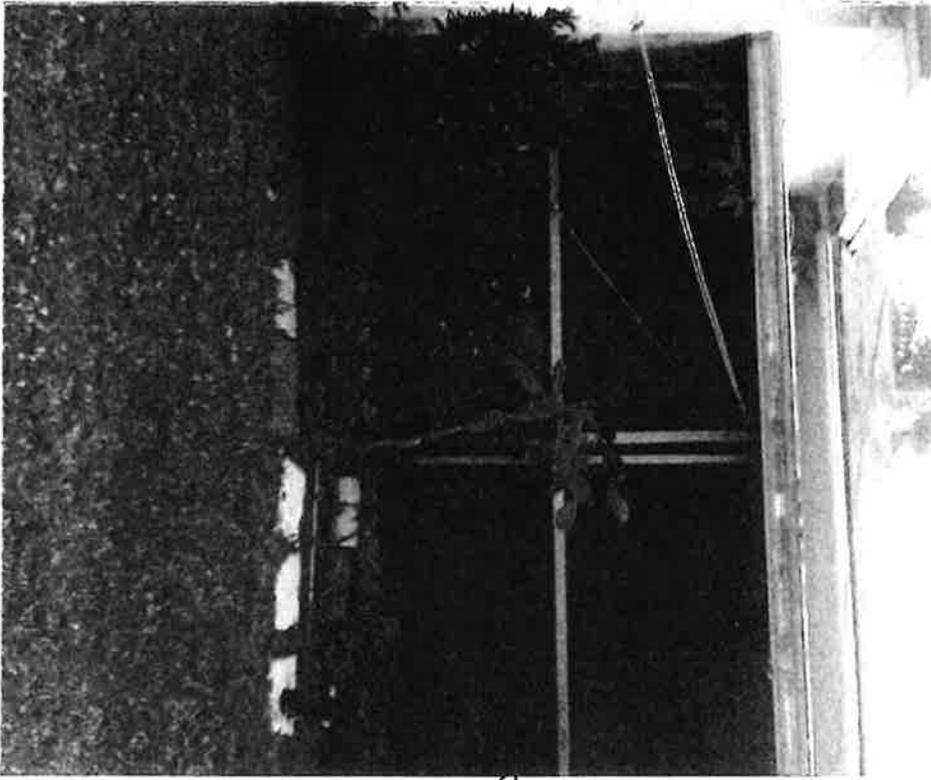
COMMUNITY DEVELOPMENT DIRECTOR

Signature _____

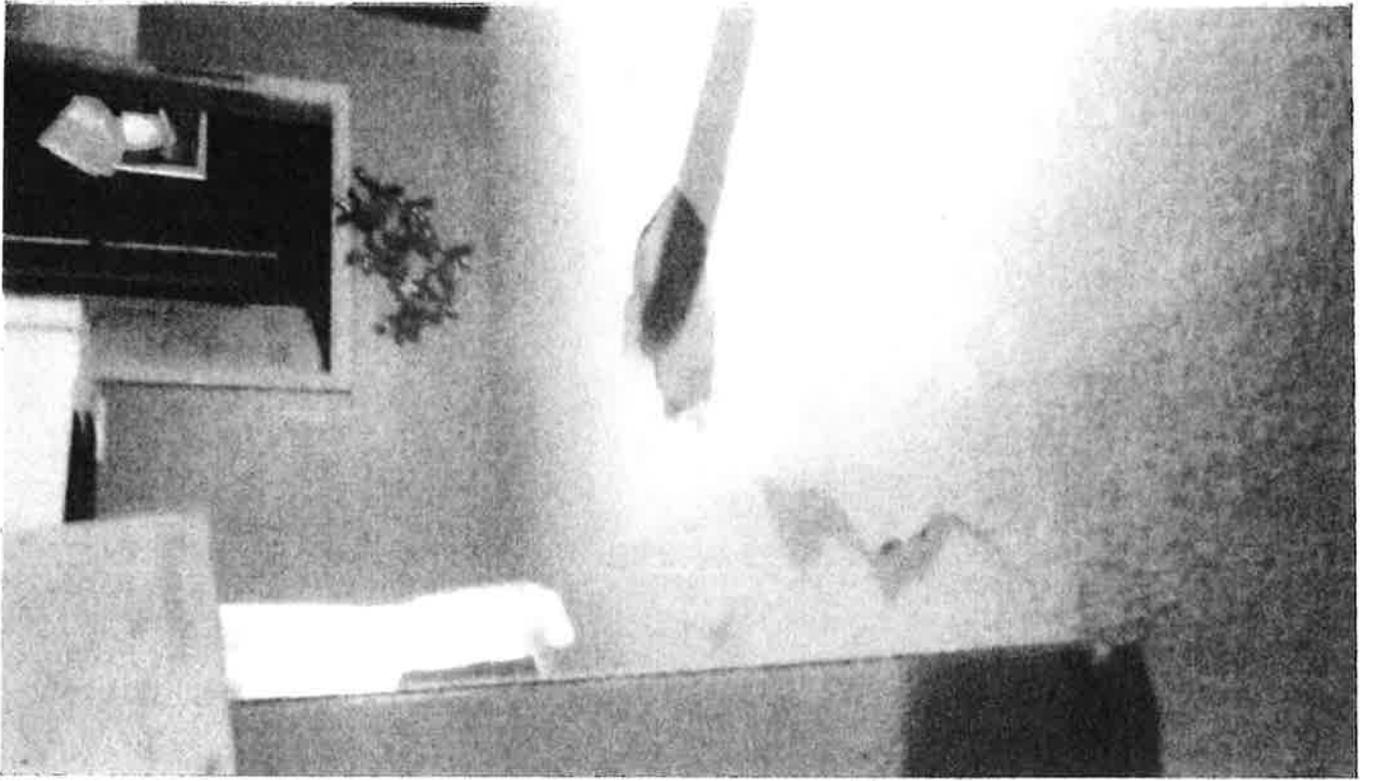
Date _____

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

COMMENTS:



Exterior Roof Photo



Interior Photo of Damage



Community Beautification Improvement

GRANT ALLOCATION OVERVIEW & REQUIREMENTS

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

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

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

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

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

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

Program Application Regulations

100% being requested

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

20% initial payment requested

- ✓ • All grant monies will be paid through reimbursement only. No money will be released until the work has been completed. All payments will be paid directly to the contractor.
- • All contractors working on the project must be registered with the Town of Lake Park and all appropriate permits must be obtained to do the work.

will be executed

- ✓ • As part of the application process the applicant must provide three (3) independent job cost estimates in writing from contractors.
- ✓ • The property owner must sign the promissory note and the mortgage papers.
- • All projects must be completed within six (6) months of the grant approval date.
- • Town Commission approval is required for individual projects that exceed \$10,000.
- ✓ • It is not the intent of the program to provide for continuing or ongoing maintenance.

required upon execution of the Resolution

MORTGAGE

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

WITNESSETH:

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

LEGAL DESCRIPTION

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

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

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

PROMISSORY NOTE

** Required upon execution of the Resolution **

Applicant's Name:

Date:

Place:

Loan Amount:

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

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

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

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

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

MORTGAGOR

PROPERTY OWNER

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

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

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

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

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

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

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

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

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

Signed in the presence of:

Witness 1:

MORTGAGOR (Owner):

Signature

Signature

Print Name ;

Print Name

Witness 2:

Signature

Print Name

State of Florida
County of Palm Beach

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

Notary Public

Commission Expires

**Withholding Certificate for
 Pension or Annuity Payments**

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

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

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

Personal Allowances Worksheet (Keep for your records.)

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

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

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

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

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

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

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

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

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

Form **W-4P**
 Department of the Treasury
 Internal Revenue Service

**Withholding Certificate for
 Pension or Annuity Payments**

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

OMB No. 1545-0074
2017

Your first name and middle initial _____ Last name _____ Your social security number _____

Home address (number and street or rural route) _____ Claim or identification number (if any) of your pension or annuity contract _____

City or town, state, and ZIP code
 LAKE PARK FL 33403

Complete the following applicable lines.

1 Check here if you do not want any federal income tax withheld from your pension or annuity. (Do not complete line 2 or 3.) ▶ **2** Total number of allowances and marital status you are claiming for withholding from each periodic pension or annuity payment. (You also may designate an additional dollar amount on line 3.) ▶ _____ (Enter number of allowances.)

Marital status: Single Married Married, but withhold at higher Single rate.

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

✕ Your signature _____ ✕ Date _____

Cat. No. 102251 Form **W-4P** (2017)

Deductions and Adjustments Worksheet

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

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

Multiple Pensions/More-Than-One-Income Worksheet

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

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

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

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

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

Tax and Credits

Standard Deduction for:

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

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

Other Taxes

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

Payments

If you have a qualifying child, attach Schedule EIC

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

Refund

Direct deposit? See instructions

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

Amount You Owe

Third Party Designee

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

Sign Here

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

Paid Preparer Use Only

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

Department of the Treasury
Internal Revenue Service

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

2016

▶ Information about Form 8879 and its instructions is at www.irs.gov/form8879.

Submission Identification Number (SID) ▶

Taxpayer's name

Social security number

Spouse's name

Spouse's social security number

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

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

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

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

Taxpayer's PIN: check one box only

I authorize LAKE PARK LIBRARY to enter or generate my PIN

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

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

Enter five digits, but don't enter all zeros

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

Your signature ▶ _____ Date ▶ 02/04/2017

Spouse's PIN: check one box only

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

Enter five digits, but don't enter all zeros

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

Spouse's signature ▶ _____ Date ▶ _____

Practitioner PIN Method Returns Only—continue below

Part III Certification and Authentication — Practitioner PIN Method Only

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

_____ Don't enter all zeros

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

ERO's signature ▶ _____ Date ▶ 02/04/2017

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

<small>Your first name and initial</small>	<small>Last name</small>	<small>OMB No. 1545-0074</small>
		Your social security number
<small>If a joint return, spouse's first name and initial</small>	<small>Last name</small>	Spouse's social security number
<small>Home address (number and street). If you have a P.O. box, see instructions.</small>		<small>Apt. no.</small>
<small>City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).</small>		▲ Make sure the SSN(s) above and on line 6c are correct
LAKE PARK FL 33403		Presidential Election Campaign <small>Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund.</small>
<small>Foreign country name</small>	<small>Foreign province/state/county</small>	<small>Foreign postal code</small>
		<input type="checkbox"/> You <input type="checkbox"/> Spouse

Filing status Check only one box.

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

Exemptions

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

b **Spouse**

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

d Total number of exemptions claimed. Boxes checked on 6a and 6b: 1
No. of children on 6c who:
• lived with you: 0
• did not live with you due to divorce or separation (see instructions): 0
Dependents on 6c not entered above: 0
Add numbers on lines above ▶ 1

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2.	7
8a Taxable interest. Attach Schedule B if required.	8a
b Tax-exempt interest. Do not include on line 8a.	8b
9a Ordinary dividends. Attach Schedule B if required.	9a
b Qualified dividends (see instructions).	9b
10 Capital gain distributions (see instructions).	10
11a IRA distributions.	11a
11b Taxable amount (see instructions).	11b
12a Pensions and annuities.	12a
12b Taxable amount (see instructions).	12b
	280
13 Unemployment compensation and Alaska Permanent Fund dividends.	13
14a Social security benefits.	14a
	12887
14b Taxable amount (see instructions).	14b
15 Add lines 7 through 14b (far right column). This is your total income .	15
	280

Adjusted gross income

16 Educator expenses (see instructions).	16
17 IRA deduction (see instructions).	17
18 Student loan interest deduction (see instructions).	18
19 Tuition and fees. Attach Form 8917.	19
20 Add lines 16 through 19. These are your total adjustments .	20
21 Subtract line 20 from line 15. This is your adjusted gross income .	21
	280

**SCHEDULE A
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Name(s) shown on Form 1040

Itemized Deductions

► Information about Schedule A and its separate instructions is at www.irs.gov/schedulea.

► Attach to Form 1040.

OMB No. 1545-0074

2016

Attachment
Sequence No. 07

Your social security number

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



Total Roofing Systems Specialist, Inc.

FL License CCC1330788

340 Pike Rd.

West Palm Beach, FL 33411

561-784-3444

www.totalroofingsystems.net

REROOF PROPOSAL

OWNER/BUILDER/REALTOR:

Lake Park, FL 33403

JOB SITE:

Lake Park, FL 33403

HAND DELIVER

Shingle Roof Proposal

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

FLAT ROOF:

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

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

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

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

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

Total = \$13,080.00

Payment Schedule

20% deposit = \$2,616

TERMS: This proposal becomes on contract upon signing

PAYMENT TERMS:

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

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

Total Roofing Systems Specialist, Inc.

Owner/Agent

Date



Total Roofing Systems Specialist, Inc.

FL License CCC1330788

Owner's Notifications for Re-roofing Considerations

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

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

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

Customer Signature: _____

Date: _____

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

STATUTORY WARNINGS

LIEN LAW

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

CHAPTER 558 NOTICE OF CLAIM

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

RADON GAS WARNING

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

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395, 2601 BLAIRSTONE ROAD, TALLAHASSEE, FL 32399-1039.

CUSTOMER(S) SIGNATURE: _____

DATE: _____

TERMS AND CONDITIONS

"Contractor" means Total Roofing Systems Specialist

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

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

CUSTOMER INITIALS _____

Lake Park, FL 33403

ESTIMATE/CONTRACT

SLOPED ROOFING SYSTEM:

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

FLAT ROOF:

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

LABOR AND MATERIALS \$ 12,790.00

All roofing work under a five year warranty.

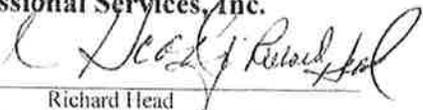
All debris to be removed from property.

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

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

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

R & R Professional Services, Inc.

By: 
Richard Head

DATE: 11/13/18

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

By: _____
Authorized signature

DATE: _____

Print name _____

YOUR ONE-STOP SERVICE PROFESSIONALS



Joseph Ward Enterprises, Inc.

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

Name:

Date:

Address:

West Palm Beach FL 33403

Phone:

email: MAILED OUT

New CertainTeed Shingle & Flat Roof Proposal

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

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



Shingle Reroof

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

Flat Roof Area

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

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

Joseph Ward Enterprises, Inc. Wood Replacement Policy

ALL WOODWORK

Billed on a per linear foot basis as follows:

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

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

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

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

Initial _____

Warranty

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

Shingle Selection

Shingle Color & Style: _____

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

Drip Edge Size: 3X3

Initial _____



Stone Blend



Neutrals



Light Colors



Shingles



Blends



Weathered Wood



Georgetown Gray



Colonial Slate



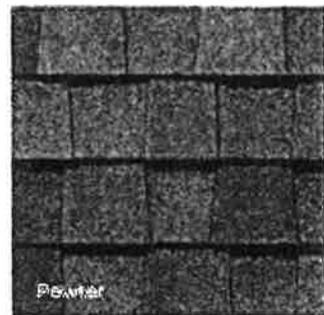
Driftwood



Hesslyn Shale



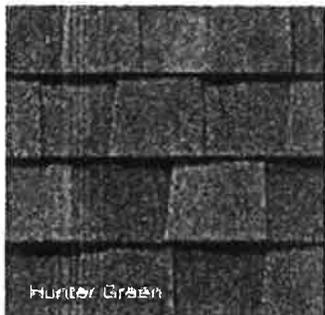
Heather Blend



Pewter



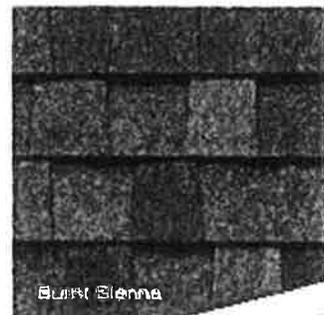
Atlantic Blue



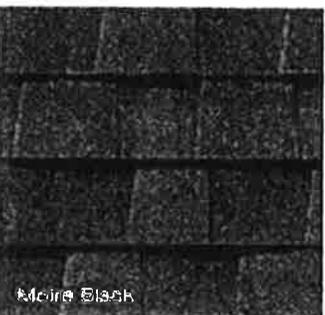
Hunter Green



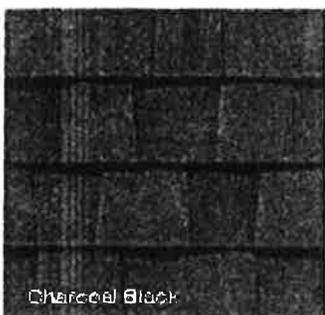
Cottage Red



Burnt Sienna



Noire Black



Charcoal Black



CertainTeed SureStart™ PLUS

Protect your investment



The extra measure of protection when a credentialed company installs an Integrity Roof System.[†]
 Upgraded 130 mph Wind Warranty Available*
 Extended Transferable Coverage[‡]

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

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

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

* 130 mph wind warranty available on lifetime products when special application methods are used.

‡ Fully transferable for 10 years with 3-STAR Coverage, 12 years with 4-STAR Coverage, and 15 years with 5-STAR Coverage; refer to CertainTeed's limited warranty for details on transfers.

† Applies to single-family detached houses. Duration for all other types of structures is limited to 25 years.

† Applies to single-family detached houses. Duration for all other types of structures is limited to 30 years.

*** Workmanship is covered for 25 years.

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



CertainTeed
 SAINT-LOUIS, MO

Pricing/Contract Amount

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

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

Options

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

Draw-Payment Schedule

20% DEPOSIT

50% UPON COMENCEMENT

BALANCE UPON COMPLETION

PERMIT - ENGINEER FEES - WOOD WORK - TO BE BILLED ADDITIONAL initial _____

Acceptance of this proposal and contract conditions

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

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

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

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

For Property Owner: Signed: _____

Print & Date: _____

For Joseph Ward Enterprises, Inc. Signed: _____

Print & Date: Eddie Ochoa (Authorized Agent) _____

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

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

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

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

initial _____

5645422002 101 0101

Proposal

A & R ROOFING, INC.

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

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

We hereby submit specifications and estimates for:

REEROOF

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

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

NINE thousand seven hundred dollars (\$ *9,700⁰⁰*)

Payment to be made as follows:

50% when started, balance due AFTER completion

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

Authorized Signature



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

Acceptance of Proposal -

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

Signature _____

Date of Acceptance _____

Signature _____

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

Paul Bange Roofing Of S. FL. Inc. Proposal

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



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

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

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

FIBERGLASS/ MODIFIED (FLAT ROOF)

<input checked="" type="checkbox"/> Install # <u> SA </u> Fiberglass base sheet as per code
<input checked="" type="checkbox"/> Install <u> 20x (1) ply SA Base Sheet </u>
Install _____ fiberglass
<input checked="" type="checkbox"/> Install <u> 1x3 (White) </u> in eave metal
<input checked="" type="checkbox"/> Install mineral surface modified bitumen - Mfr: (<u> Mule-Hide </u>)

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

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

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

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

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

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

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

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

ACCEPTANCE OF PROPOSAL

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

ACCEPTED X Signature _____
 Date _____ Print _____

RESOLUTION NO. 35-08-09

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

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

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

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

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

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

Resol. # 35-08-09

Page 2 of 3

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

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

Section 1. The foregoing recitals are incorporated herein as true and correct and represent the legislative findings of the Town Commission.

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

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

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

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

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

Resol. # 35-08-09

Page 3 of 3

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

a. Grant awards shall be distributed as reimbursement only.

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

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

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

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

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



Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 5/15/19

Agenda Item No.

Tab 11

Agenda Title: FISCAL YEAR 2018/2019 BUDGET ADJUSTMENTS

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

Approved by Town Manager _____

Date: _____

5-8-19

Lourdes Cariseo Finance Director

Name/Title

L. Cariseo

<p>Originating Department: FINANCE</p>	<p>Costs: See attachment "A" Funding Source: Acct. # [X] Finance _LCariseo_</p>	<p>Attachments: Resolution, <u>44-05-19</u> Pre-audit Budget Narrative, and Attachment A, B, C, D and E</p>
<p>Advertised: Date: _____ Paper: _____ [X] 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 _LC Please initial one.</p>

Summary Explanation/Background:

At mid-year during each fiscal year, the Town Finance Director analyzes the balances of the General Fund (GF) revenue accounts and each of the GF department's accounts, Special Revenue Funds, and Enterprise Funds, to determine where adjustments need to be made. This review has been conducted and attached are schedules (Attachments "A" - "E") that list the items that need to be adjusted for the Town of Lake Park 2018/19 budget.

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

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

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

Also,

Recommended Motion:

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

RESOLUTION NO. 44-05-19

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

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

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

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 61-09-18 a final millage rate for the Fiscal Year 2018-19; and

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

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

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

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

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

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

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

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

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

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

Section 8. If any section, subsection, sentence, clause, phase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

Attachment A

JETSEVTV F.C., INC

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

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

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

Total Budget Increase to General Fund

0

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

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

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

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

EXPENSES

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

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 5, 2019

Agenda Item No. Tab 4

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

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

Approved by Town Manager _____

Date: _____

5-14-19

5/13/19

Richard Scherle / Public Works Director

Originating Department: Public Works	Costs: N/A Funding Source: N/A Acct. # N/A <input type="checkbox"/> Finance _____	Attachments: 1. Resolution <u>47-06-19</u> with Amendment 4
Advertised: Date: <u>N/A</u> Paper: <u>N/A</u> <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 Please initial one.

Summary Explanation/Background:

On January 2, 2019, the Town entered into an agreement with the State of Florida, Division of Emergency Management (the "Division") for grant funds associated with Hurricane Irma. The Division has prepared the fourth Amendment to the agreement, which adds funds for Direct Management/Administrative costs. This amendment has increased the total amount payable under the Agreement by \$11,263.46 to \$285,509.20.

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

Recommended Motion: I move to adopt Resolution no. 47-06-19

RESOLUTION NO. 47-06-19

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. This Resolution shall take effect upon execution.

**MODIFICATION # Z0630-4 TO SUBGRANT AGREEMENT
BETWEEN THE DIVISION OF EMERGENCY
MANAGEMENT AND
Lake Park, Town Of**

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

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a Subgrant to Sub-Recipient under the public assistance program of \$272,368.49 in funds; and,

WHEREAS, the Division and Sub-Recipient desire to modify the Agreement by increasing the Federal funding \$11,263.46 under the Agreement.

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

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

1. The Agreement is hereby amended to increase the Federal funding by \$11,263.46 and the State share by \$1,877.25 for the maximum amount payable under the Agreement to \$285,509.20.
2. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in the 4th Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

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

SUB-RECIPIENT: _____ Lake Park, Town Of _____

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Jared Moskowitz, Director**

Date: _____

**Attachment A - 4th Revision
Budget and Project List**

Budget:

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

DR-4337		Sub-Recipient: Lake Park, Town Of									
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
1197	G	Bostrom Park	\$8,374.77	75.00%	\$1,395.80	12.50%	\$1,395.79	12.50%	\$11,166.36	9/04/2017	3/10/2019
1566	E	Lake Park Town Hall	\$55,715.07	75.00%	\$9,285.85	12.50%	\$9,285.84	12.50%	\$74,286.76	9/04/2017	3/10/2019
1579	A	PAAP Debris Removal 9-18 to Oct 9 (90%)	\$52,690.14	90.00%	\$2,927.23	5.00%	\$2,927.23	5.00%	\$58,544.60	9/04/2017	3/10/2018
1617	A	Emergency Debris Removal (Sep 4-Sep 17)	\$25,873.91	75.00%	\$4,312.32	12.50%	\$4,312.31	12.50%	\$34,498.54	9/04/2017	3/10/2018
1639	E	Lake Park Buildings/Park Areas	\$5,564.52	75.00%	\$927.42	12.50%	\$927.42	12.50%	\$7,419.36	9/04/2017	3/10/2019
2228	C	Lake Park Street Signage and Lighting	\$21,214.13	75.00%	\$3,535.69	12.50%	\$3,535.68	12.50%	\$28,285.50	9/04/2017	3/10/2019
3602	G	Lake Park Marina	\$33,636.93	75.00%	\$5,606.16	12.50%	\$5,606.15	12.50%	\$44,849.24	9/04/2017	3/10/2019
3911	B	Trash Pumps and EOC and Emergency Debris	\$41,308.55	100.00%	\$0.00	0.00%	\$0.00	0.00%	\$41,308.55	9/04/2017	3/10/2018
6787	Z	Lake Park DAC PAAP Pilot	\$11,263.46	75.00%	\$1,877.25	12.50%	\$1,877.24	12.50%	\$15,017.95	9/04/2017	3/10/2019
Total:			\$255,641.48		\$29,867.72		\$29,867.66		\$315,376.86		

Project Worksheet Report (D.1)

Report Generated on: 05-08-2019 16:40
 Data Captured As Of: 05-08-2019 15:31
 Disaster Number: 4337
 State: FL
 Report by : Applicant
 Applicant ID: 099-38600-00
 Subgrant Filter by: All Subgrant Applications

Handwritten signature and date: 5-15-19

Date: 05-08-2019 16:40											Federal Emergency Management Agency		
Project Worksheet (D.1)											Disaster: FEMA-4337-DR-FL		
Total Number of Records: 9											Large Project Threshold: \$ 123,100.00		
Applicant ID: 099-38600-00			Applicant / Subdivision: LAKE PARK				County: Palm Beach			PAC: YVETTE CVITANOVICH			
PW #	Cat.	Elig.	Cost Share	Project Amount 100%	% Compl	Inspection Date	Review Dates	Completion Dates	Obligation Dates	Bundle #			
							Initial Final	Projected Actual	Requested Processed				
PA-04-FL-4337-PW-01197(0)	G	Y	N	\$ 11,166.36	0		08-02-2018 12-13-2018	03-10-2019	12-18-2018 12-18-2018	PA-04-FL-4337-PW-01197(1571)			
PA-04-FL-4337-PW-01566(0)	E	Y	N	\$ 74,286.76	0		02-26-2019 03-28-2019	03-10-2019	03-29-2019 03-29-2019	PA-04-FL-4337-PW-01566(4170)			
PA-04-FL-4337-PW-01579(0)	A	Y	N	\$ 58,544.60	100		06-19-2018 12-14-2018	03-10-2018	12-18-2018 12-18-2018	PA-04-FL-4337-PW-01579(1572)			
PA-04-FL-4337-PW-01617(0)	A	Y	N	\$ 34,498.54	100		06-22-2018 12-14-2018	03-10-2018	12-18-2018 12-18-2018	PA-04-FL-4337-PW-01617(1573)			
PA-04-FL-4337-PW-01639(0)	E	Y	N	\$ 7,419.36	64		06-24-2018 12-26-2018	03-10-2019	12-28-2018 12-28-2018	PA-04-FL-4337-PW-01639(1673)			
PA-04-FL-4337-PW-02228(0)	C	Y	N	\$ 28,285.50	67		07-09-2018 12-14-2018	03-10-2019	12-18-2018 12-18-2018	PA-04-FL-4337-PW-02228(1574)			
PA-04-FL-4337-PW-03602(0)	G	Y	N	\$ 44,849.24	2		12-03-2018 03-21-2019	03-10-2019	03-22-2019 03-22-2019	PA-04-FL-4337-PW-03602(3979)			
PA-04-FL-4337-PW-03911(0)	B	Y	N	\$ 41,308.55	100		10-30-2018 12-28-2018	03-10-2018	12-28-2018 12-28-2018	PA-04-FL-4337-PW-03911(1733)			
PA-04-FL-4337-PW-06787(0)	Z	Y	N	\$ 15,017.95	65		04-11-2019 05-07-2019	09-10-2025	05-07-2019 05-07-2019	PA-04-FL-4337-PW-06787(4983)			
Categories:			Applicant Totals:			PWs							
Category A:			\$ 93,043.14			2							
Category B:			\$ 41,308.55			1							
Category C:			\$ 28,285.50			1							
Category D:			\$ 0.00			0							
Category E:			\$ 81,706.12			2							
Category F:			\$ 0.00			0							
Category G:			\$ 56,015.60			2							
Category Z:			\$ 15,017.95			1							
Category Totals per Applicant:			\$315,376.86			9							
Grand Totals per Category													
								Categories		PWs			
								Category A:		\$93,043.14			
										2			

Category B:	\$41,308.55	1
Category C:	\$28,285.50	1
Category D:	\$0.00	0
Category E:	\$81,706.12	2
Category F:	\$0.00	0
Category G:	\$56,015.60	2
Category Z:	\$15,017.95	1
Grand Total PW Amount:	\$315,376.86	9

Ordinance on First Reading

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 5, 2019

Agenda Item No.

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 10, ARTICLE IV, SECTION 10-154(5) OF THE LAKE PARK CODE REGULATING AND RESTRICTING THE HOURS AND DAYS THAT MAJOR CONSTRUCTION WORK CAN BE CONDUCTED IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Approved by ^{Agenda} Town Manager *Nadia Di Tommaso* Date: 5/29/2019

Nadia Di Tommaso / Community Development Director
Name/Title

Originating Department: Community Development	Costs: \$ Legal review Funding Source: Town Attorney Acct. 105 (Legal) <input type="checkbox"/> Finance _____	Attachments: → Ordinance <u>3</u> -2019
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required – will be advertised on 2 nd reading	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 __ ND Please initial one.

Summary Explanation/Background:

This item is simple. Major construction work is already being regulated through conditions on building permit and in development orders for new developments. In an effort to codify this practice, staff is recommending that Chapter 10 is modified to identify the following:

Article IV, Section 10-154(5) of the Town Code is hereby amended as follows:

5) *Machinery and construction work.* The operation of any machinery, demolition equipment, construction equipment, excavating equipment, power tools, equipment of semi-mechanical devices or undertaking construction work **is prohibited in the town which emits sound across the line of another inhabited residential property** between the hours of 7:00

p.m. and 7:00 a.m., Monday through Saturday. All major construction work, including grading and site preparation, assembly, erection, substantial repair, alteration or demolition of a building or structure is prohibited anytime on Sunday **and only permitted from Monday through Saturday, 7:00 a.m. to 7:00 p.m.** This shall not prohibit individuals from performing home repair or maintenance, between the hours of 9:00 a.m. and 6:00 p.m. on Sunday nor shall it prohibit the use of pumps or machinery which, because of its very nature and purpose, is required to be operated 24 hours a day.

Recommended Motion: I MOVE TO APPROVE ORDINANCE 3-2019 on 1st READING.

ORDINANCE 03-2019

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 10, ARTICLE IV, SECTION 10-154(5) OF THE LAKE PARK CODE REGULATING AND RESTRICTING THE HOURS AND DAYS THAT MAJOR CONSTRUCTION WORK CAN BE CONDUCTED IN THE TOWN; PROVIDING FOR SEVERABILITY; 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.

WHEREAS, the Town Commission has previously adopted general provisions regulating noise, including regulations pertaining to the operation of machinery, power tools, semi-mechanical, demolition, and construction equipment within the Town; and

WHEREAS, Town Commission has determined that there is a need to revise Section 10-154(5) to regulate the hours for major construction work in the Town; and

WHEREAS, the Town Commission has determined that the amendments recommended by the Town's Community Development Department restricting the days and hours of major construction work in the Town is necessary to further the public's health, safety and general welfare.

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 legislative findings of the Town Commission.

Section 2. The provisions of Chapter 10, Article IV, Section 10-154(5) of the Town Code is hereby amended as follows:

(5) *Machinery and construction work.* The operation of any machinery, demolition equipment, construction equipment, excavating equipment, power tools, equipment of semi-mechanical devices or undertaking construction work **is prohibited in the town which emits sound across the line of another inhabited residential property** between the hours of 7:00 p.m. and 7:00 a.m., Monday through Saturday. All major construction work, including grading and site preparation, assembly, erection, substantial repair, alteration or demolition of a building or structure is prohibited anytime on Sunday **and only permitted from Monday through Saturday, 7:00 a.m. to 7:00 p.m.** This shall not prohibit individuals from performing home repair or maintenance, between the hours of 9:00 a.m. and 6:00 p.m. on Sunday nor shall it

prohibit the use of pumps or machinery which, because of its very nature and purpose, is required to be operated 24 hours a day.

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 Laws and 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 execution.

P:\DOCS\26508\00001\DOC\1XQ5570.DOCX

Quasi-Judicial Public Hearing

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 5, 2019

Agenda Item No. *Table 6*

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A CONDITIONAL USE FOR A 522 SQUARE FOOT MICROBREWERY ESTABLISHMENT TO BE LOCATED AT 700 PARK AVENUE, UNIT 720; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE
- NEW BUSINESS – DISCUSSION ITEM
- OTHER: QUASI-JUDICIAL PUBLIC HEARING RESOLUTION

- CONSENT AGENDA
- OLD BUSINESS

Approved by ^{ACTION} Town Manager *[Signature]* Date: 5/29/2019

Nadia Di Tommaso / Community Development Director
Name/Title

Originating Department: <p style="text-align: center;">Community Development</p>	Costs: \$ Legal Review and Legal Ad Funding Source: #108 Legal and #500-48100 CD Advertising Acct. # <i>Cost Recovery #5269</i> <input type="checkbox"/> Finance _____	Attachments: → Staff Report → Resolution <i>48</i> -06-19 → Applicant Application and Backup → Legal Ad → Certified Letter
Advertised: Date: 04/26/19 Paper: Palm Beach Post <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 <u>ND</u> or Not applicable in this case Please initial one.

Summary Explanation/Background:

Please refer to the Staff Report.

Recommended Motion: I move to “**APPROVE**” the Conditional Use of a Microbrewery for 700 Park Avenue, Unit #720 in the Town of Lake Park, Florida.



**Town of Lake Park
TOWN COMMISSION
Meeting Date: June 5, 2019**

**CONDITIONAL USE APPLICATION FILED BY THE BREWHOUSE GALLERY FOR
A 522 SQUARE FOOT MICROBREWERY TO BE LOCATED AT 700 PARK AVE,
UNIT 720, LAKE PARK, FLORIDA**

BACKGROUND INFORMATION:

Applicant: The Brewhouse Gallery
Owner: 700 Park Avenue Holdings LLC (Rhonda and AJ Brockman)
Site: 720 Park Avenue (legal address of the property is 700 Park Ave)

Total Parcel Acreage: 1.22 acres (Overall: 53,125 SF)
Total Built Square Footage: 23,760 SF (700 Park Avenue)
Total Unit Square Footage: 3,312 SF (Brewhouse Gallery)
Total Proposed Spec Ex SF: 522 SF (Brewhouse Gallery Micro(Nano)-Brewery)

Legal Description (from PAPA): KELSEY CITY LTS 1 TO 17 INC BLK 10

Current Zoning: PADD Park Avenue Downtown District

**Future Land Use Map (FLUM)
land use category:** DOWNTOWN

Adjacent Zoning Designation

North: Park Avenue Downtown District (PADD)
South: Public District / R2 Multiple Family District
East: R-1A Single Family Residential District
West: Park Avenue Downtown District (PADD)

Adjacent Land Use Designation

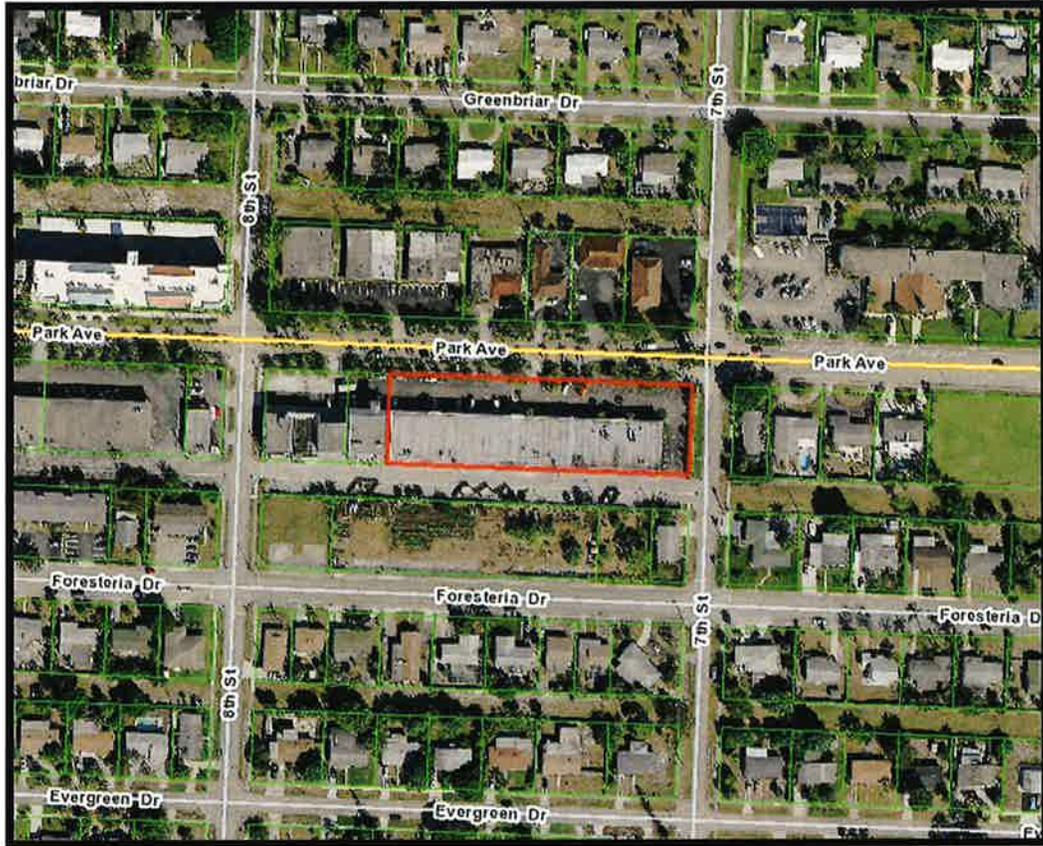
North: Downtown
South: Commercial
East: Commercial
West: Downtown

Planning & Zoning Board (May 6, 2019) – Approved (5-0). The Board asked Ms. Brockman how many years her brewer had been brewing for which she responded 15 years and explained they would be brewing exclusively for the Brewhouse Gallery and this will be a ‘new’ use to the overall operation with an anticipated revenue of approximately 25% of the overall operation if it is successful. There was some discussion as to whether microbreweries have added ventilation requirements for which Ms. Brockman responded there are not. It was explained that the by-product would be stored in airtight containers in the outdoor dumpster areas and that these are typically picked up by farmers for fertilization within 1-2 days. It was also explained that there are no impacts anticipated as it relates to Seacoast Utility Authority however, they will provide a full review at building permit to ensure waste is separated and is not a hazard. Ms. Brockman also explained to the Board that the existing interior bar will be lowered and that plexiglas will be installed so as to allow individuals to look in, while not interfering with production.



**Town of Lake Park
TOWN COMMISSION
Meeting Date: June 5, 2019**

FIGURE 1: Aerial Views





Town of Lake Park
 TOWN COMMISSION
 Meeting Date: June 5, 2019

FIGURE 2: Town Zoning Map



Lake Park Zoning Map



Location of site

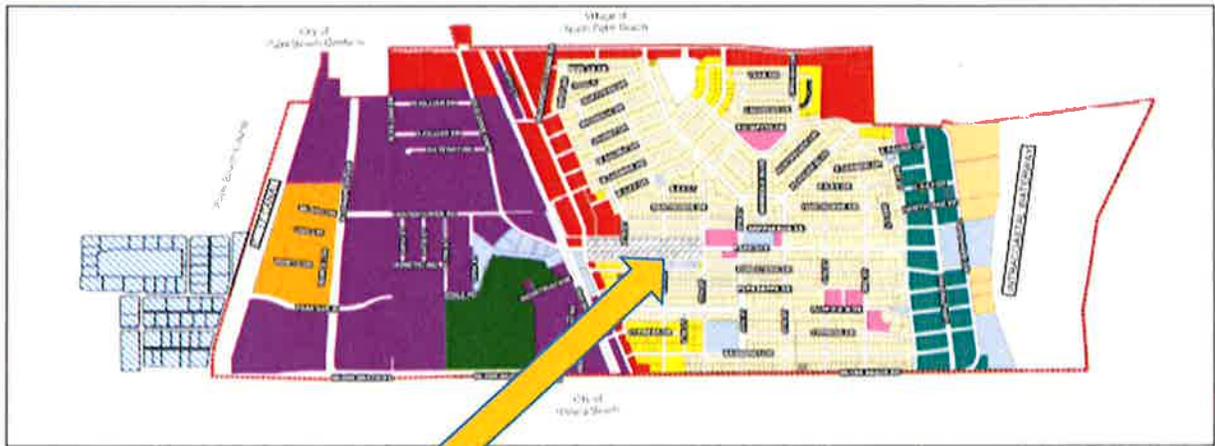


Town of Lake Park
TOWN COMMISSION
Meeting Date: June 5, 2019

FIGURE 3: Town Future Land Use Map (FLUM)



Lake Park Future Land Use Map



Legend

- | | | | | |
|---------------|-----------------|----------------------------------|----------------------------|----------------------------|
| TOWN BOUNDARY | COMMERCIAL | COMMERCIAL AND LIGHT INDUSTRIAL | PUBLIC BUILDINGS & GROUNDS | RESIDENTIAL LOW DENSITY |
| ADJACENT TOWN | CONSERVATION | MIXED RESIDENTIAL AND COMMERCIAL | RECREATION OVERLAY | RESIDENTIAL MEDIUM DENSITY |
| AIRSPACE | FEDERAL HIGHWAY | BUSINESS DISTRICT | SINGLE-FAMILY RESIDENTIAL | RESIDENTIAL HIGH DENSITY |
| OTHER | | OTHER PUBLIC FACILITIES | | |

Location of site



**Town of Lake Park
TOWN COMMISSION
Meeting Date: June 5, 2019**

SUMMARY OF REQUEST:

AJ and Jo Brockman, the owners and operators of The Brewhouse Gallery are seeking Conditional Use Approval for the addition of a microbrewery component to their existing use. To accommodate this addition, The Brewhouse Gallery is proposing the adaptive reuse of the existing space within their business for the brewing operation, which they describe as a “nano-brewery.” Totalling less than 1,500 SF (522 SF), the proposed additional internal use would meet the Conditional Use criteria for a micro-brewery in the Park Avenue Downtown District and would provide an entirely unique and innovative implementation of the microbrewery concept.

In contrast with traditional micro-brewing operations in the Town and elsewhere, The Brewhouse Gallery’s full-time two-person brewing team lead by Head Brewer John Hampp is proposing to produce no more than 3,285 BBl annually with a planned production capability of 345 BBl annually through use of 4 fermentation vessels and a single brite tank, made exclusively at the Brewhouse Gallery. The limited scope of the proposed brewing operation will be focused on augmenting the Brewhouse Gallery’s selection of beers available on tap with their own custom crafted blends. They believe this will contribute to both their own branding and the Town’s objective of drawing patrons to the Park Avenue Downtown District by offering unique selections that can only be found in Lake Park.

The Park Avenue Downtown District code governing microbreweries reads as follows:

- c. *Microbrewery.* In addition to the development standards relevant to restaurant or retail use types in Table 78-70-1, as applicable, for an establishment to meet the definition of a microbrewery, it shall comply with the following:
 1. The microbrewery shall produce no more than 15,000 barrels (465,000 US gallons/17,602.16 hectoliters) of beer per year;
 2. This use shall be permitted only in conjunction with a restaurant, tasting room or retail sales and service:
 - (a) No more than 75 percent of the total gross floor space of the establishment shall be used for the brewery function including, but not limited to, the brewing house, boiling and water treatment areas, bottling and kegging lines, malt milling and storage, fermentation tanks, conditioning tanks and serving tanks;
 - (b) The façade of an interior accessory use(s) shall be oriented toward the street, excluding alleys, and, if located in a shopping center, to the common space where the public can access the use;
 - (c) Pedestrian connections shall be provided between the public sidewalks and the primary entrance(s) to any accessory use(s).



**Town of Lake Park
TOWN COMMISSION
Meeting Date: June 5, 2019**

3. All mechanical equipment visible from the street (excluding alleys), an adjacent residential use or residential zoning district shall be screened using architectural features consistent with the principal structure;
4. Access and loading bays are discouraged from facing toward any street, excluding alleys;
5. Access and loading bays facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies and finished products into and out of the building;
6. Service trucks for the purpose of loading and unloading materials and equipment shall be restricted to between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday and between 11:00 a.m. and 7:00 p.m. on Sundays and national holidays;
7. No outdoor storage shall be allowed, including the use of portable storage units, cargo containers and tractor trailers, except as follows: spent or used grain, which is a natural byproduct of the brewing process, may be stored outdoors for a period of time not to exceed 24 hours. The temporary storage area of spent or used grain shall be:
 - (a) Designated on the approved site plan;
 - (b) Permitted within the interior side or rear yard or within the minimum building setbacks;
 - (c) Prohibited within any yard directly abutting a residential use or residential zoning district;
 - (d) Fully enclosed within a suitable container, secured and screened behind a solid, opaque fence or wall measuring a minimum five feet in height.



**Town of Lake Park
TOWN COMMISSION
Meeting Date: June 5, 2019**

Please refer to the enclosed narrative and floor plan detailing the Applicant's proposed addition, along with a copy of the site survey from our records which identifies the existing conditions at the 700 Park Avenue plaza parking lot.

Staff has assessed that the plaza is sufficiently parked at the rate 1 space per 500 SF for retail and commercial uses per table 78-70-4 and has a total of 65 spaces existing, including 4 ADA spaces. Since breweries and similar indoor open areas are classified at the same parking rate of 1 space per 500 SF, staff has determined that there is no net increase in intensity from the proposed Conditional Use alteration.

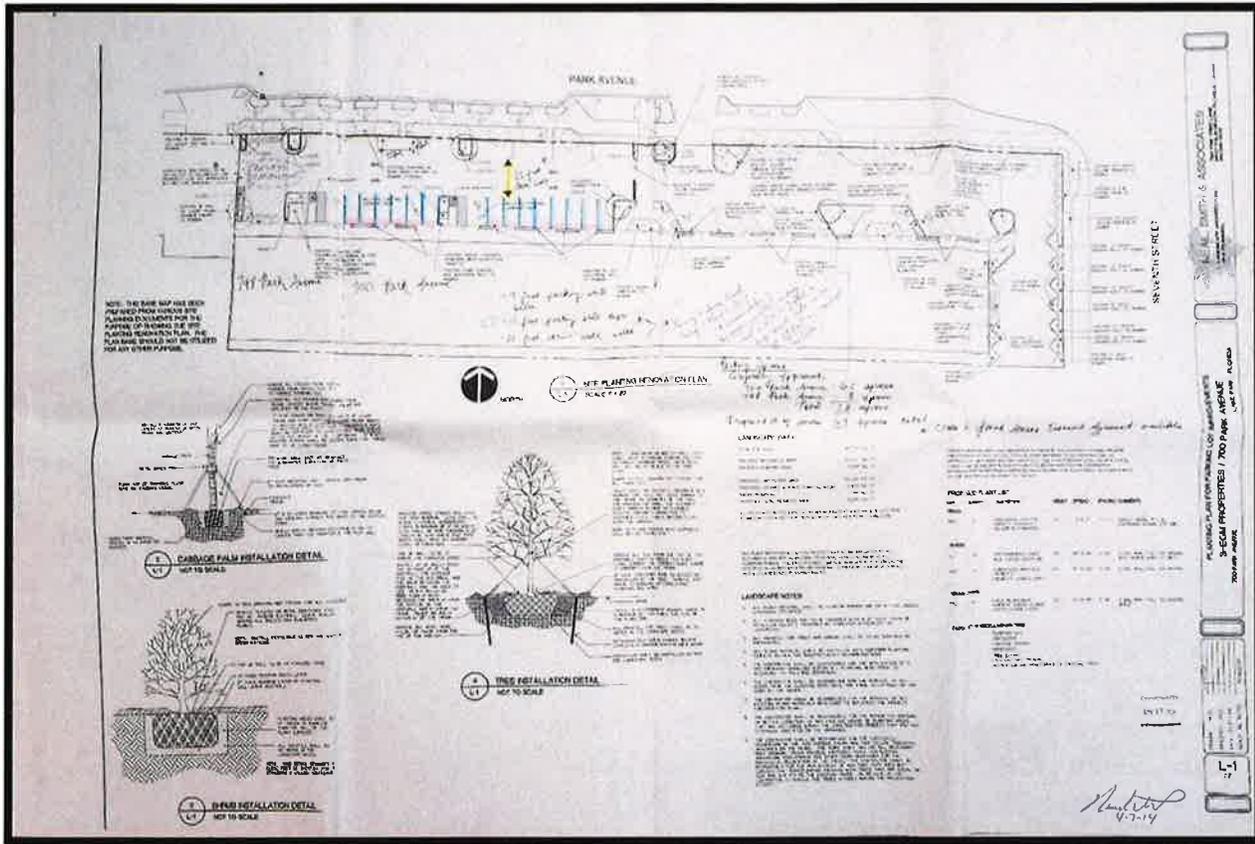
The Applicant is not proposing any changes to the exterior of the site since parking, landscaping, and lighting are already in existence. The proposed interior changes will mostly consist of the reconfiguration of 522 SF of space to host the microbrewing operation's various components. The other changes will be structural (internal reconfigurations) pursuant to their proposed site plan, all of which will be submitted through permitting by the Applicant's selected contractor, following the approval of this Conditional Use application. The main structural change will be the improvement of electrical infrastructure within the building as well as an additional wall to enclose the brewing space.

Given the nature of the proposal and the existing context, staff has determined that a traffic analysis is not applicable to the proposed change.



Town of Lake Park
 TOWN COMMISSION
 Meeting Date: June 5, 2019

FIGURE 4: Parking Existing Conditions

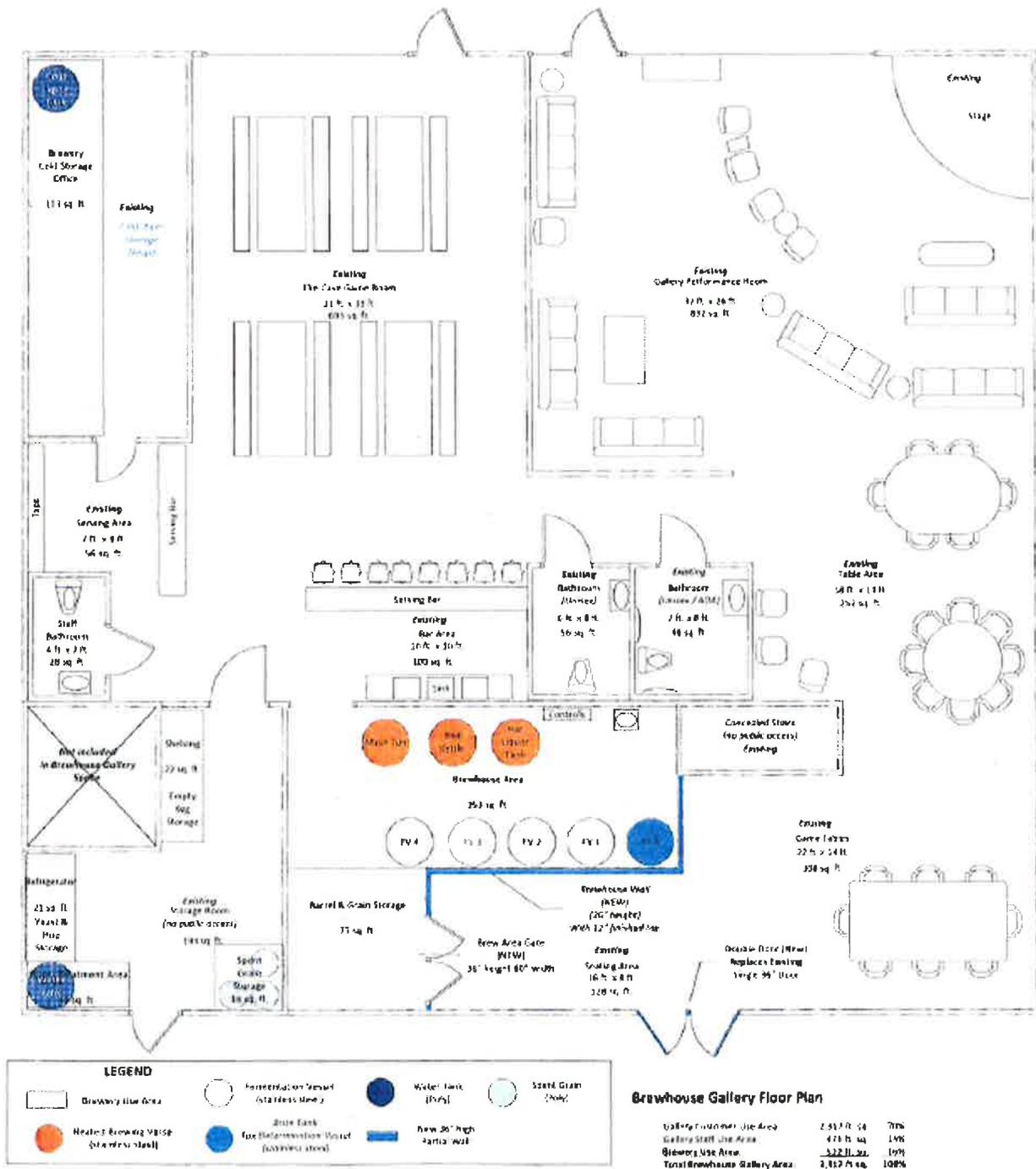




**Town of Lake Park
TOWN COMMISSION
Meeting Date: June 5, 2019**

FIGURE 5: Proposed Floorplan

Brewhouse Gallery – Brewery Expansion Plan





Town of Lake Park
TOWN COMMISSION
Meeting Date: June 5, 2019

FIGURE 6: Street Views of site





ANALYSIS OF CONDITIONAL USE CRITERIA

The five criteria (Town Code Section 78-70j) required for the granting of a conditional use and staff comments to each are as follows:

Criteria 1

Conformance with the requirements of this section, including any standards contained in Table 78-70-1 and any applicable architectural or landscaping standards.

Applicable Goals and Objectives:

Chapter 78, Article III, Section 78-70, Table 78-70-1:	The proposed microbrewery use of less than 1,500 square feet is a Conditional Use per table 78-70-1. Additionally, the standards set forth in 78-70-1 (15) c. <i>Microbrewery</i> stipulate performance standards for the use which staff has determined have been met.
Chapter 78, Article III, Section 78-70 (q) <i>Landscaping.</i>	Due to the nature of this Conditional Use application, the Community Development Department has determined that the landscaping plan requirement can be waived because existing landscaping is already in place for the site and proposed changes do not constitute a substantial renovation, nor any impacts to the exterior.
Chapter 78, Article III, Section 78-70 (r) <i>Architectural requirements.</i>	Due to the nature of this Conditional Use application, the Community Development Department has determined that the architectural requirements of the PADD are not applicable to the changes proposed.

STAFF COMMENTS

The proposed Conditional Use meets the standards of Table 78-70-1. Architectural and landscape standards are not applicable.

FINDING: CRITERIA MET



**Town of Lake Park
TOWN COMMISSION
Meeting Date: June 5, 2019**

Criteria 2:

Conformance with the requirements of this Code.

Staff Comments

Parking:	The 700 Park Avenue Site is currently parked at the rate 1 space per 500 SF for retail and commercial uses and has a total of 65 spaces currently existing, including 4 ADA compliant spaces. For the 23,760 SF of Gross Floor Area (GFA), 48 spaces are required per the Town Code, therefore the site is currently in excess of the minimum required parking. Per table 78-70-4, breweries and similar indoor open areas are parked at the same rate of 1 space per 500 SF and thus there is no net increase in intensity by altering the proposed 522 SF of interior floor space (representing 16% of the overall Brewhouse Gallery which is 3,312 square feet in overall size). Therefore, staff finds the existing parking to be sufficient for the proposed Conditional Use.
Landscaping:	Existing onsite landscaping will be maintained and no alterations are proposed.
Building Height, Size, Setbacks:	The existing structure conforms to the height, size, and setback requirements of the PADD. The Applicant is not proposing any exterior alterations or additions.
Signage:	Wall signage currently exists for the Brewhouse Gallery per Sign Permit 633 and the applicant is not proposing any changes at this time.
Drainage	No changes proposed.
Performance Standards:	Per section 78-70-1 (15) c., the proposed microbrewery will not produce more than 15,000 barrels of beer a year, will operate in conjunction with a tasting room, and does not exceed 75 percent of the total gross floor space. No mechanical equipment shall be visible from the street or an adjacent use. No outdoor storage is being proposed. The interior area will be designated for grain storage prior to being placed in the exterior enclosed area for recycling (utilizing the existing dumpster area located in the alleyway). Used grain and brewing byproducts will not be stored outdoors and temporary storage has been submitted on their site plan. Architectural and landscape standards are not applicable
Screening of mechanical equipment:	Per Section 78-70 (n) (20), all mechanical equipment shall be located at the rear of the structure. The proposed construction of the brewery operation will comply with the standards for screening and placement on the site.

FINDING: CRITERIA MET



**Town of Lake Park
TOWN COMMISSION
Meeting Date: June 5, 2019**

Criteria 3

Conformance with applicable requirements of a prior development order issued by the town.

Staff Comments

Prior development orders:

There are no applicable requirements from prior development orders issued by the Town that are relevant to this site.

FINDING: CRITERIA MET



**Town of Lake Park
TOWN COMMISSION
Meeting Date: June 5, 2019**

Criteria 4

Conformance with all requirements of any other governmental agencies.

Staff Comments

The Brewhouse Gallery is currently in the process of acquiring the approvals from other government entities that it will need to legally operate the Micro(Nano)Brewery at 720 Park Avenue. The Applicant indicated the following: “We are in the initial stages of the federal and state licensing for the manufacture of beer since the application process requires acceptance of the location for brewing activities by the applicable municipality including zoning approvals...”. A copy of the applicant’s environmental information disclosure for the Microbrewery is also enclosed with the application documents. More specifically, the Head Brewer, John Hampp, is overseeing the application process for the appropriate state and federal licenses for the commercial manufacture of beer. These include a Permit To Manufacture Alcoholic Beverages from the Tax and Trade Bureau, a State License from the Bureau of Professional Regulation, and a license from the Florida Department of Health. However, the Brewhouse Gallery will not be able to complete these submittals until they have received approval for their Conditional Use Application with the Town. Their existing State COP-2 licenses for sale of alcohol on site will be adequate for the sale of alcohol on their premises going forward.

FINDING: CRITERIA MET



**Town of Lake Park
TOWN COMMISSION
Meeting Date: June 5, 2019**

Criteria 5

Conformance with occupational licenses (Business Tax Receipt) from the Town and Palm Beach County.

Staff Comments

Community Development staff have communicated to AJ and Jo Brockman that they will need to apply for a Town and County Business Tax Receipt prior to commencing brewing operations at their location. The Brewhouse Gallery currently holds an active business tax receipt with the Town.

FINDING: CRITERIA MET



**Town of Lake Park
TOWN COMMISSION
Meeting Date: June 5, 2019**

Additional Information (Part 1)

Though **not required** for the Conditional Use Application, the submitted Application (which has since been revised by Staff in order to specify the Conditional Use Town Code provisions), contains a number of its own criteria which Jo Brockman has responded to in the application. It is being included here as additional information since it is relevant to the proposal and the overall Microbrewery operation. The relevant information is summarized below.

	<i>Consistency with the goals, objectives, and policies of the Town's Comprehensive Plan.</i>
<u>Staff Comments:</u>	Over the last five years, the Brewhouse Gallery has operated successfully in the Park Avenue Downtown and become a local attraction. This is in keeping with Chapter 3 Future Land Use, Objective 1, Policy 1.1: <ul style="list-style-type: none"> j. Encourage redevelopment, renewal or renovation, that maintains or improves existing neighborhoods and commercial areas; l. Facilitates the achievement of economic development, historic preservation, resource preservation, and other key goals.
	<i>Consistency with the land development and zoning regulations and all other portions of this code.</i>
<u>Staff Comments:</u>	See Conditional Use Criteria 2.
	<i>Compatibility with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed use and the surrounding property.</i>
<u>Staff Comments:</u>	The Brewhouse Gallery is not proposing a change to their hours of operation at this time. However, they would like to expand their hours in the future and cultivate business along 'downtown' Park Avenue 7 days a week. Staff has determined that the addition of the micro-brewery component would not result in a change to vehicular traffic since many of the patrons currently accessing the Brewhouse Gallery would be the same patrons enjoying the new beer selections produced by the microbrewery. Building location, mass, height, and setbacks currently exist and the applicant is not proposing changes.
	<i>Does not create a concentration or proliferation of the same or similar types of uses, which may be deemed detrimental to the development or redevelopment of the area in which the proposed use is to be developed.</i>
<u>Staff Comments:</u>	The Brewhouse Gallery already operates as a purveyor of unique craft beers in Lake Park. It is the intent of the owners to further differentiate their business on Park Avenue by providing their own unique brand of beers available only at their location. In contrast with previously approved Micro Breweries like Coastal Karma, the Brewhouse Gallery will simply be expanding their selection. Furthermore, these types of businesses have a complimentary relationship by creating an entertainment district for patrons visiting the downtown.



Additional Information (Part 2)

	<p><i>The proposed use does not have a detrimental impact on surrounding properties based on: (a) The number of persons anticipated to be using, residing, or working on the property as a result of the use; (b) The degree of noise, odor, visual, or other potential nuisance factors generated by the use; and, (c) The effect on the amount and flow of traffic within the vicinity of the proposed use.</i></p>
<p><u>Staff Comments:</u></p>	<ul style="list-style-type: none"> a. The Applicant indicates that they will maintain two additional employees to work on the site maintaining the microbrewery use. b. Impacts to noise, odor, visual or other potential nuisance factors are not anticipated. c. Staff does not believe the proposed Conditional Use will generate significant amounts of new vehicular traffic.
	<p><i>That the proposed use: (a) Does not significantly reduce light and air to adjacent properties, (b) Does not adversely affect property values in adjacent areas, (c) Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations, (d) Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces, (e) Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.</i></p>
<p><u>Staff Comments:</u></p>	<ul style="list-style-type: none"> a. The proposed use <u>will not</u> reduce light or air to adjacent properties since the application does not propose any additions or exterior renovations that will alter building height and mass. b. The proposed use <u>will not</u> adversely affect property values in the surrounding areas. c. The proposed use <u>will not</u> be a deterrent to the improvement, development or redevelopment of surrounding properties. It may help to encourage new business location in the area. d. The proposed use <u>will not</u> have a negative impact on adjacent natural systems or public facilities as there are no adjacent natural areas or public facilities. e. The applicant is not proposing to provide any additional pedestrian amenities.



**Town of Lake Park
TOWN COMMISSION
Meeting Date: June 5, 2019**

*****Certified letters issuing a public notice for this meeting were mailed to all property owners within 300 feet of the Subject Property on April 29, 2019 for the P&Z Board and Town Commission meetings*****

FINDINGS OF FACT AND STAFF RECOMMENDATION

Staff finds that this application for a Conditional Use meets each of the five criteria required for granting a Conditional Use. Staff recommends **APPROVAL**.

RESOLUTION 48-06-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A CONDITIONAL USE FOR A 522 SQUARE FOOT MICROBREWERY ESTABLISHMENT TO BE LOCATED AT 700 PARK AVENUE, UNIT 720; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Brewhouse Gallery, ("Applicant") has submitted an application for a conditional use of a 522 square foot microbrewery ("Application") to be located at 700 Park Avenue, Unit 720 ("Subject Property") in the Town of Lake Park, Florida ("Town"); and

WHEREAS, the Subject Property is currently owned by 700 Park Avenue Holdings, LLC ("Owner"); and

WHEREAS, the Subject Property is located within the Town's Park Avenue Downtown District (PADD); and

WHEREAS, the Town's Planning and Zoning Board has reviewed the Application and has recommended its approval to the Town Commission; and

WHEREAS, the Town Commission has conducted a quasi-judicial hearing to consider the Application; and

WHEREAS, at the hearing, the Town Commission considered the evidence presented by the Town's Community Development Department staff, the Applicant, and members of the public, regarding the Application's consistency with the Town's Comprehensive Plan; and

WHEREAS, at the hearing, the Town Commission considered whether the Application met the Conditional Use review criteria as set forth in Section 78-70(j)(6) of the Town's Land Development Regulations, and

WHEREAS, the Town Commission has determined that the Application meets the criteria and is recommending approval.

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

Section 1: The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

Section 2. The Town Commission hereby approves the Application authorizing the development of a microbrewery.

Section 3: This Resolution shall become effective immediately upon execution.



* application form has since been reused by staff *

TOWN OF LAKE PARK
COMMUNITY DEVELOPMENT DEPARTMENT

CONDITIONAL USE

APPLICATION FOR SPECIAL EXCEPTION REVIEW

Applicant/Agent: THE BREWHOUSE GALLERY, LLC
Address: 720-722 PARK AVENUE LP 33403
Telephone: 561-234-0989 Fax: 561-
E-mail: info@brewhousegallery.com

- Owner
- Agent (Attach Agent Authorization Form)

Owner's Name (if not Applicant): RHONDA JO BROCKMAN
Address: 139 EVERGREEN DR. LP 33403
Telephone: 561-234-0989 Fax: _____
E-Mail: ajomama@gmail.com

Property Location: 700 PARK AVENUE. LP 33403
Legal Description: KELSEY CITY L1S 1-17 INC BLK 10
Property Control Number: 56-43-42-20-01-010-0010

Future Land Use: Downtown Zoning: PADD
Acreage: 1.22 Square Footage of Use: 330

Proposed Use: MICRO/NANO BREWERY IN EXISTING BUSINESS. INSIDE THE BREWHOUSE GALLERY.

Conditional Use

Zoning/Existing Use of Adjacent Properties:

North: PADO - BUSINESS - APARTMENTS South: RESIDENTIAL/PARKING
East: RESIDENTIAL / BUSINESS West: BUSINESS - PADO

APPLICATION REQUIREMENTS:

Provided information as added L see staff report for additional Conditional Use information.

1. Please discuss how the ~~Special Exception~~ use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

THE BREWHOUSE GALLEY HAS GROWN IN THE LAST 5 YRS INTO A SUCCESSFUL BUSINESS THAT HAS BEEN THE ANCHOR IN THE 700 BLOCK OF PARK AVENUE AND GREATLY CONTRIBUTED TO THE GOAL OF PUTTING THE TOWN OF LAKE PARK "ON THE MAP" AND BROUGHT AT LEAST 11 NEW BUSINESSES INTO THE AREA, ADDING THIS MICRO BREWERY TO OUR EXISTING WILL BRING EVEN MORE RECOGNITION / DESTINATION TO OUR TOWN.

2. Please discuss how the proposed ~~Special Exception~~ is consistent with the land development and zoning regulations and all other portions of the Town of Lake Park Code of Ordinances.

BREWERIES ARE ALLOWED IN OUR TOWN & THIS MICRO/NANO BREWERY WILL BE IN FULL COMPLIANCE WITH ALL GUIDELINES STATED IN EXHIBIT (A) (ATTACHED) EVEN MORE UNIQUE WILL BE THE ENHANCEMENT OF THE ALREADY EXISTING BREWHOUSE GALLEY. WE WILL BE ABLE TO HAVE SMALL BATCH BREWERY OF OUR OWN BRAND AND ONLY CONSUMED ON PREMISE. NO DISTRIBUTION.

3. Please explain how the proposed ~~Special Exception~~ use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location; mass; height and setback; and other relevant factors peculiar to the proposed ~~Special Exception~~ use and the surrounding property.

OPERATING HOURS WILL BE THE SAME AS BREWHOUSE INITIALLY BUT ONCE PRODUCING THERE WILL BE OPPORTUNITY TO OBSERVE THE BREWING PROCESS, IN DAY HOURS AND EXPAND TO 7 DAYS A WEEK. - DEVELOPMENT OF DAILY BUSINESS HAS ALWAYS BEEN A GOAL FOR THE PLAZA.

4. Please explain how the establishment of the proposed ~~Special Exception~~ use in the identified location does not create a concentration or proliferation of the same or similar type of ~~Special Exception~~ use, which may be deemed detrimental to the development or redevelopment of the area in which the ~~Special Exception~~ use is proposed to be developed.

THE SPECIAL EXCEPTION PROCESS IN THIS INSTANCE IS LESS OF AN IMPACT SINCE THE ESTABLISH THE BREWHOUSE BUSINESS EXISTS ALREADY. THE PAUD BREWERY ONLY ENHANCES THE EXISTING.

5. Please explain how the ~~Special Exception~~ use does not have a detrimental impact on surrounding properties based on; (a) The number of persons anticipated to be using, residing, or working on the property as a result of the ~~Special Exception~~ use; (b) The degree of noise, odor, visual, or other potential nuisance factors generated by the ~~Special Exception~~ use; (c) The effect on the amount and flow of traffic within the vicinity of the proposed ~~Special Exception~~ use.

(a) BEING MUCH MORE VISITORS TO OUR TOWN IS NOT DETRIMENTAL
 INCREASED DAY TIME VISITORS IS A PLUS
 (b) NOT RELEVANT. / SAME
 (c) NO IMPACT.

6. Please explain how the proposed ~~Special Exception~~ use meets the following requirements; (a) does not significantly reduce light and air to adjacent properties; (b) does not adversely affect property values in adjacent areas; (c) would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations; (d) does not negatively impact adjacent natural systems or public facilities, including parks and open spaces; and (e) provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

(a) - NO CHANGE IN WHAT IS EXISTING @ PRESENT TIME
 (b) NOT IMPACTING NEGATIVELY. ONLY TO INCREASE VALUE
 (c) NO CHANGE.
 (d) NOT RELEVANT.
 (e) NOT APPLICABLE. -
 BREWERY WILL FUNCTION TOTALLY INSIDE EXISTING BREWHOUSE. THE ONLY THINGS NEEDED WILL BE NON-STRUCTURAL BUILDOUT AN UNDERUTILIZED BAR AREA, (EXHIBIT B) UPGRADED ELECTRICAL PANEL.

BREWHOUSE GALLERY, LLC
720 PARK AVENUE
LAKE PARK, FL 33403

APRIL 4, 2019

This is written on behalf of AJ Brockman and Jo Brockman, the current owners and operators of The Brewhouse Gallery.

After many successful years operating in the downtown district and developing the "arts and entertainment" district, we are looking to expand on our original concept. We intend to create Lake Park's first nano brewery.

We will be operating under the same scope as we currently do business, but will be adding the in-house production of our own craft beer within our pre-existing layout. This will be set up in the "rear bar" area. (exhibit B) Patrons will not have access to this area, but it will be in full display and operate daily so patrons can see how the beer is produced as well as an educational element on the process with daily tours. We will abide by all of the "microbrewery" guidelines set forth in the code (exhibit A) and are simply adding to our existing use.

We have hired a two-person brew master team that will be developing our own recipes. They are well known, respected, and national award-winning home Brewers looking to release their highly anticipated beer to an already established following. We will have a specific plan for water runoff, spent grain (donated to local farmers) and other byproducts that will be removed or treated to the highest standards in complying with codes and regulations. We will not be distributing, you will have to come to the establishment to have these signature beers. We may sell limited releases from time to time but that falls under our appropriate licensing and is not considered distribution.

All improvements are considered cosmetic and there will be no structural changes, other than some additional electrical needs performed by a licensed electrician with the appropriate permits. Parking, lighting, easements, egress, and other existing infrastructure will not be changed.

We feel this will increase foot traffic as well as further the vision of the town by putting us on the map in the craft beer community by becoming even more of a destination for visitors to our town.

A handwritten signature in black ink, appearing to read "AJ Brockman". The signature is stylized and cursive, with a large initial "A" and "J" that are connected. The name "Brockman" follows in a similar cursive style.

Please provide the following:

1. Fees:

✓ #

1. Special Exception Fees:

Structure Size:

0 - 14,999 sq. ft. = \$1,500.00

+ 15,000 sq. ft. = \$3,000.00

2. Minimum Initial Escrow Fee: \$1,500.00

Advertising costs:

The petitioner shall pay all costs of publication of Public Hearing required in a newspaper of general circulation within the Town. This cost will be deducted from the escrow.

2. Property Owners List:

A complete list of property owners and mailing addresses of all property owners within 300 feet of the subject parcel as recorded in the latest official Palm Beach County Tax Roll. Certified Mail will be sent to all owners within 300 feet; postage will be deducted from escrow.

3. Location Map

4. Site Plan:

AFTER APPROVAL OF USAGE

A site plan drawn to scale indicating:

1. size of the buildings;
2. intended floor area ratios;
3. quantity of parking spaces;
4. intended access road(s);
5. the general type of construction in accordance with the Florida Building Code and the Codes of the Town of Lake Park; and,
6. availability and approximate location of utilities.

5. Site Survey: ✓

A certified boundary survey by a surveyor registered in the State of Florida containing an accurate legal description of the property and a computation of the total acreage of the parcel.

6. Applicants statement: ✓

On the Applicants letterhead please provide a statement of interest in the property.

7. Warranty Deed: ✓

A Warranty Deed with an affidavit from the Applicant stating that the Deed represents the current ownership.

8. Traffic Analysis:

A Traffic Impact Analysis, if required by the Town Engineer or Staff.

**UPON THE APPROVAL OF ALL GOVERNING AGENCIES,
PLEASE SUBMIT SIX (6) COMPLETE SETS OF THE
REQUIRED DOCUMENTS FOR FINAL REVIEW**



PLEASE DO NOT DETACH FROM APPLICATION.

SIGNATURE REQUIRED BELOW.

Please be advised that Section 51-6 of the *Town of Lake Park Code of Ordinances* provides for the Town to be reimbursed, in addition to any application or administrative fees, for any supplementary fees and costs the Town incurs in processing development review requests.

These costs may include, but are not limited to, advertising and public notice costs, legal fees, consultant fees, additional Staff time, cost of reports and studies, NPDES stormwater review and inspection costs, and any additional costs associated with the building permit and the development review process.

For further information and questions, please contact the Community Development Department at 561-881-3318.

I, RHONDA JO BROCKMAN, have read and understand the regulations above regarding cost recovery.

RJ Brockman
Property Owner Signature

4/3/2019
Date

Microbrewery. In addition to the development standards relevant to restaurant or retail use types in Table 78-70-1, as applicable, for an establishment to meet the definition of a microbrewery, it shall comply with the following:

1. The microbrewery shall produce no more than 15,000 barrels (465,000 US gallons/17,602.16 hectoliters) of beer per year;
2. This use shall be permitted only in conjunction with a restaurant, tasting room or retail sales and service:
 - (a) No more than 75 percent of the total gross floor space of the establishment shall be used for the brewery function including, but not limited to, the brewing house, boiling and water treatment areas, bottling and kegging lines, malt milling and storage, fermentation tanks, conditioning tanks and serving tanks;
 - (b) The façade of an interior accessory use(s) shall be oriented toward the street, excluding alleys, and, if located in a shopping center, to the common space where the public can access the use;
 - (c) Pedestrian connections shall be provided between the public sidewalks and the primary entrance(s) to any accessory use(s).
3. All mechanical equipment visible from the street (excluding alleys), an adjacent residential use or residential zoning district shall be screened using architectural features consistent with the principal structure;
4. Access and loading bays are discouraged from facing toward any street, excluding alleys;
5. Access and loading bays facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies and finished products into and out of the building;
6. Service trucks for the purpose of loading and unloading materials and equipment shall be restricted to between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday and between 11:00 a.m. and 7:00 p.m. on Sundays and national holidays;
7. No outdoor storage shall be allowed, including the use of portable storage units, cargo containers and tractor trailers, except as follows: spent or used grain, which is a natural byproduct of the brewing process, may be stored outdoors for a period of time not to exceed 24 hours. The temporary storage area of spent or used grain shall be:
 - (a) Designated on the approved site plan;
 - (b) Permitted within the interior side or rear yard or within the minimum building setbacks;
 - (c) Prohibited within any yard directly abutting a residential use or residential zoning district;
 - (d) Fully enclosed within a suitable container, secured and screened behind a solid, opaque fence or wall measuring a minimum five feet in height.

3

CFN 20150406471
OR BK 27908 PG 456
RECORDED 11/04/2015 10:30:43
Palm Beach County, Florida
AMT 1,400,000.00
DEED DOC 9,800.00
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 0456-0457; (2Pgs)

Prepared by and return to:

Jared Quartell
Attorney at Law
Law Offices of Jared Quartell, P.A.
11770 US Highway One Suite 406
North Palm Beach, FL 33408
561-627-7700
File Number: 2015-265
Will Call No:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 27th day of October, 2015 between SUE-ELLEN GAMBLE MOSLER, INDIVIDUALLY AND AS TRUSTEE OF THE SUE-ELLEN GAMBLE MOLSNER LIVING TRUST u/a/d October 1, 2008, whose post office address is 175 Oneida Street, Saint Augustine, FL 33048, herein "grantor", and 700 PARK AVENUE HOLDINGS, LLC, a Florida limited liability company, whose post office address is 3566 Cosmos Dr. PBG, FL 32910, herein "grantee":

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida to-wit ("Real Property"):

Lots 1 through 19, inclusive, and the Eastern 10 feet of Lot 20, Block 10, LAKE PARK (fka Kelsey City), according to the map or plat thereof as recorded in Plat Book 8, Page 27, Public Records of Palm Beach County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2014.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

1) [Signature]
Witness Name: Sarah M. [Signature]

2) [Signature]
Witness Name: [Signature]

[Signature]
Sue-Ellen Gamble Mosler, individually and as Trustee of the
Sue-Ellen Gamble Mosler Living Trust u/a/d October 1, 2008

State of Florida
County of

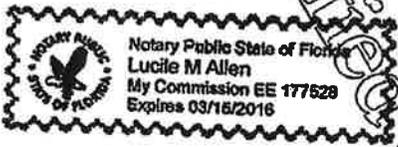
The foregoing instrument was acknowledged before me this 27th day of October, 2015 by Sue-Ellen Gamble Mosler, individually and as Trustee of the Sue-Ellen Gamble Mosler Living Trust u/a/d October 1, 2008 who is personally known or has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public

Printed Name: Lucie M Allen

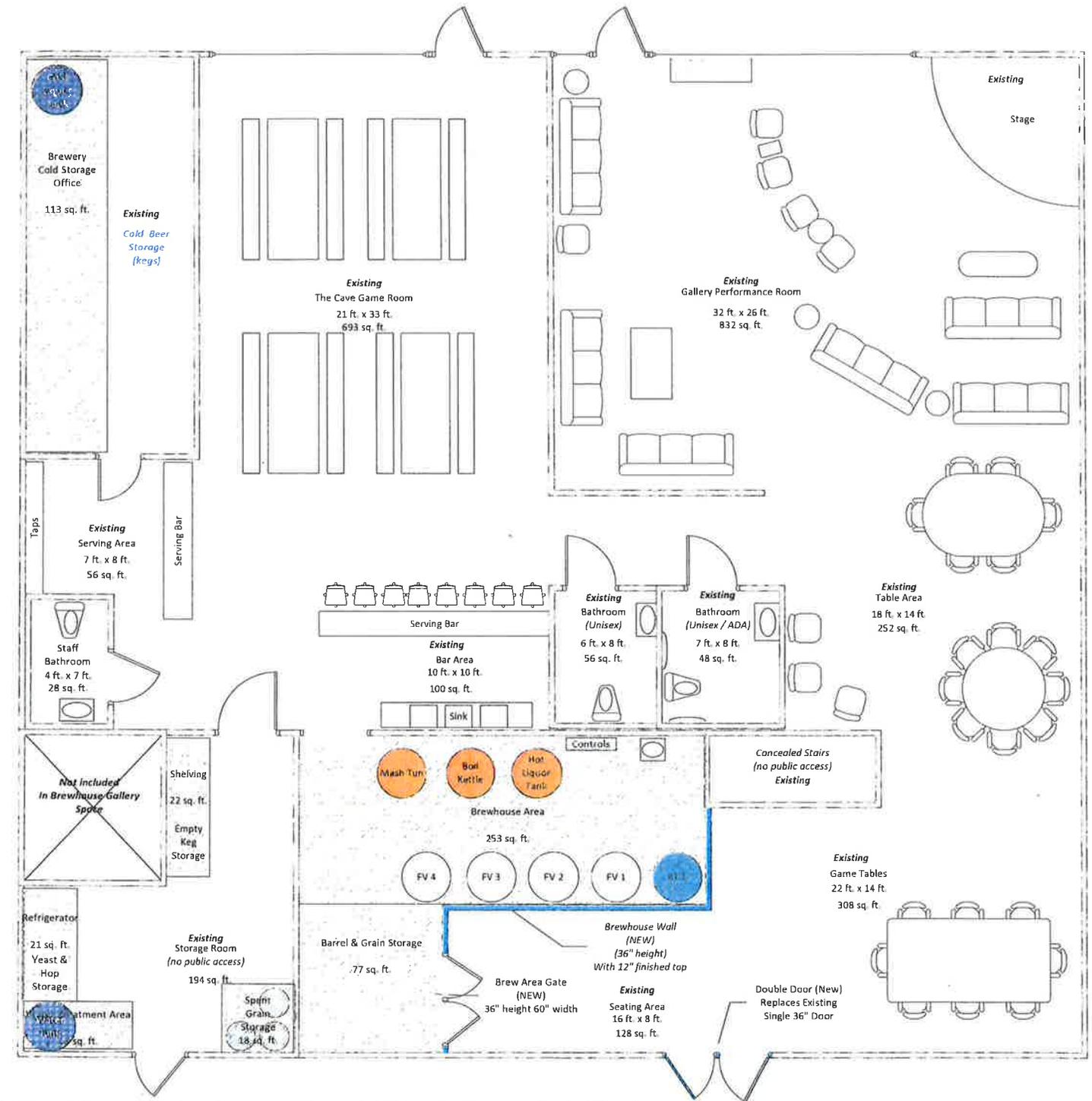
My Commission Expires: _____



NOT
Certified
COPY

APR 17 2010

Brewhouse Gallery – Brewery Expansion Plan



LEGEND

- Brewery Use Area
- Fermentation Vessel (stainless steel)
- Water Tank (Poly)
- Spent Grain (Poly)
- Heated Brewing Vessel (stainless steel)
- Brite Tank
- Tax Determination Vessel (stainless steel)
- New 36" high Partial Wall

Brewhouse Gallery Floor Plan

Gallery Customer Use Area:	2,317 ft. sq.	70%
Gallery Staff Use Area:	473 ft. sq.	14%
Brewery Use Area:	522 ft. sq.	16%
Total Brewhouse Gallery Area:	3,312 ft. sq.	100%

DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB)
ENVIRONMENTAL INFORMATION

INSTRUCTIONS

1. **COMPLETION.** Answer all items in sufficient detail or as not applicable to your activity. The information on all items should relate to the activity in which the Bureau has an interest. If additional space is required for any item, please attach a separate sheet identified by the item number of this form. Your answers are evaluated by the Bureau to determine whether the activity will have a significant effect on the environment. If TTB F 5000.30, Supplemental Information on Water Quality Considerations - Under 33 U.S.C. 1341(a), is also being submitted for your activity, you may make reference to any relevant information given on TTB F 5000.30 for items 6 and 7 of this form.
2. **FILING.** Submit an original and one copy of this form to the Director, National Revenue Center, 550 Main St, Ste 8002, Cincinnati, OH 45202-5215.
3. **DISPOSITION.** After final action taken on the related application or other document, the copy of this form will be returned to the applicant.

1. Name and Principal Business Address of Applicant	2. Description of Activity in which Alcohol and Tobacco Tax and Trade Bureau has an interest	3. Number of Employees
	Brewery	3

4. Location Where Activity is to be Conducted (Be specific, Number, Street, City, State, ZIP Code; describe locations of buildings and outside equipment and their situation relative to surrounding environment including other structures, land use, lakes, streams, roads, railroad facilities, etc. Maps, photos, or drawings may be provided.)

5. Heat and Power:

- A. Describe types of heat and power to be used and their sources. If they are to be produced in connection with the proposed activity, estimate type and quantity of fuel to be used for each purpose. (Example: 40 tons/yr. anthracite coal for heat, 20 million cu.-ft./yr. natural for power generating.)

All brewery operations are electric service only provided by Florida Power & Light Company (FPL). Projected annual operation for years 1 - 3 are estimated to require an average annual consumption of 16,400 kWh of electricity including production of beer, chilling of fermentation vessels and storage of finished beer product. Discussions with FPL have identified that electricity provided to customers represents 710 lbs CO₂ per MWh generated resulting in a lower environmental impact than direct fired natural gas for production of beer.

- B. Describe any air pollution control equipment proposed for use in connection with fuel burning equipment, boilers, or smokestacks.
 N/A

6. Solid Waste:

- A. Describe amount and composition of all solid waste to be generated.

Solid waste produced primarily represented by spent grains from brewery operations (30,000 lbs annually), grain packaging bags ((150 lbs), and miscellaneous ingredient packaging (100 lbs)

- B. Discuss proposed methods of disposal (Incineration, open burning, landfill, government or commercial garbage collection, etc.)
 Specify whether on-site or off-site.

Spent brewery grains will be recycled through use as animal feed (~99%). Solid waste from product bags and containers represents less than 1% of total products received and have been estimated as an average of less than 1000 lbs annually which will be collected by commercial garbage collection.

- C. Describe any air pollution control equipment proposed for use in connection with any incinerators.

None

RECEIVED
 APR 17 2010
 TTB

7. Liquid Waste (Complete this item irrespective of any certification obtained as to compliance with any environmental quality standards of any Federal, State, or local agency having responsibility for environmental protection including any certification under the Federal Water Pollution Control Act.)

A. Describe amount and content of any liquid waste to be generated.

Liquid waste represents rinse water for cleaning brewery equipment and residual beer from keg cleaning . Based on brewery industry averages, 3 - 7 liter of waste water are produced per liter of finished beer. Brewery design has maximum throughput of 500 bbl per year with a calculated wastewater volume of between 46,000 gallons per year and 108,000 gallons per year. Based on brewery best practices being employed in operation of this brwery it is anticipated that wastewater will be less than 5 liters per liter of finished beer or a maximum

B. Describe proposed method of disposal (sewer, flaming, recycling, etc). Describe any proposed means to monitor quality and characteristics, and any proposed equipment or facilities for treatment or control of liquid wastes.

Direct disposal to City Sewer (POTW) with solid byproducts removed by strainers before disposal.

RECEIVED
APR 17 2013
TOLSON

8. Noise (Describe operational noise sources other than those normally associated with office operations, building maintenance, or utilities.)

Noise of equipment in use within the brewery is anticipated to be less than 75dB interior based on equipment design and use. Noise sources are represented by centrifugal pumps and glycol chilling units. External noise is not anticipated to be adversely impacted by operation of equipment within the brewery during operation as all equipment is 100% contained within the brewery premises.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THE INFORMATION SHOWN ON THIS FORM AND, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT, AND COMPLETE. I AGREE THAT COPIES OF THIS FORM MAY BE FURNISHED TO CONCERNED FEDERAL, STATE, AND LOCAL AGENCIES HAVING RESPONSIBILITIES FOR ENVIRONMENTAL PROTECTION AND THAT THE INFORMATION HEREON MAY BE USED IN THE PREPARATION OF AN ENVIRONMENTAL STATEMENT PURSUANT TO THE REQUIREMENTS OF THE NATIONAL ENVIRONMENTAL POLICY ACT, 42 U.S.C. 4332.

9. Date	10. Applicant Rhonda J Brockman	11. By (Signature and Title)
---------	------------------------------------	------------------------------

Alcohol and Tobacco Tax and Trade Bureau Determination of Effect. After consideration of all available environmental information relevant to the proposed activity, it is determined that:

The conduct of the activity described in item 2, pursuant to issuance or approval of the _____ (Specify whether application, bond, formula, permit, license, etc.)

will will not significantly affect the environment.

Signature of Director, National Revenue Center	Date
--	------

PAPERWORK REDUCTION ACT NOTICE

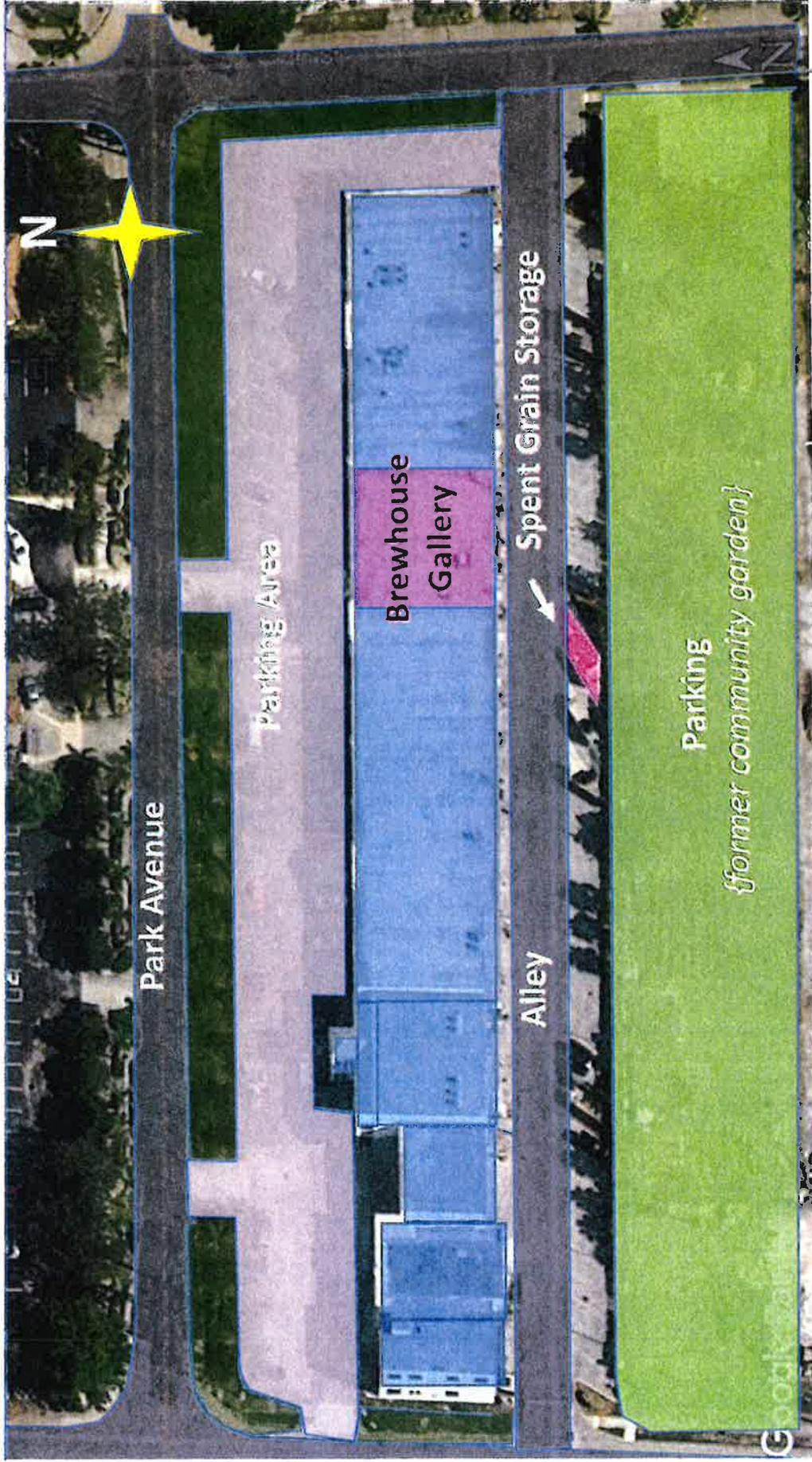
This request is in accordance with the Paperwork Reduction Act of 1995. This information collection is used by TTB to determine if any environmental impact statement or environmental permit is necessary for the proposed operation. The information is required to obtain a benefit.

The estimated average burden associated with this collection of information is 30 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be addressed to the Reports Management Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau, 1310 G Street, NW, Box 12, Washington, DC 20005.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current, valid OMB control number.

Brewhouse Gallery : Brewery Operations Solid Waste Plan

APR 17 2020



Sustainability: Spent Grain : Spent grains will be stored in tightly covered 30 gallon poly barrels on asphalt hard surface within screening enclosure dumpster area immediately to the rear of the back door exit of the Brewhouse Gallery. Spent grains will be stored within enclosed area until picked up for recycled use as animal feed with approximately 4 barrels per week containing product for 2 -3 days.

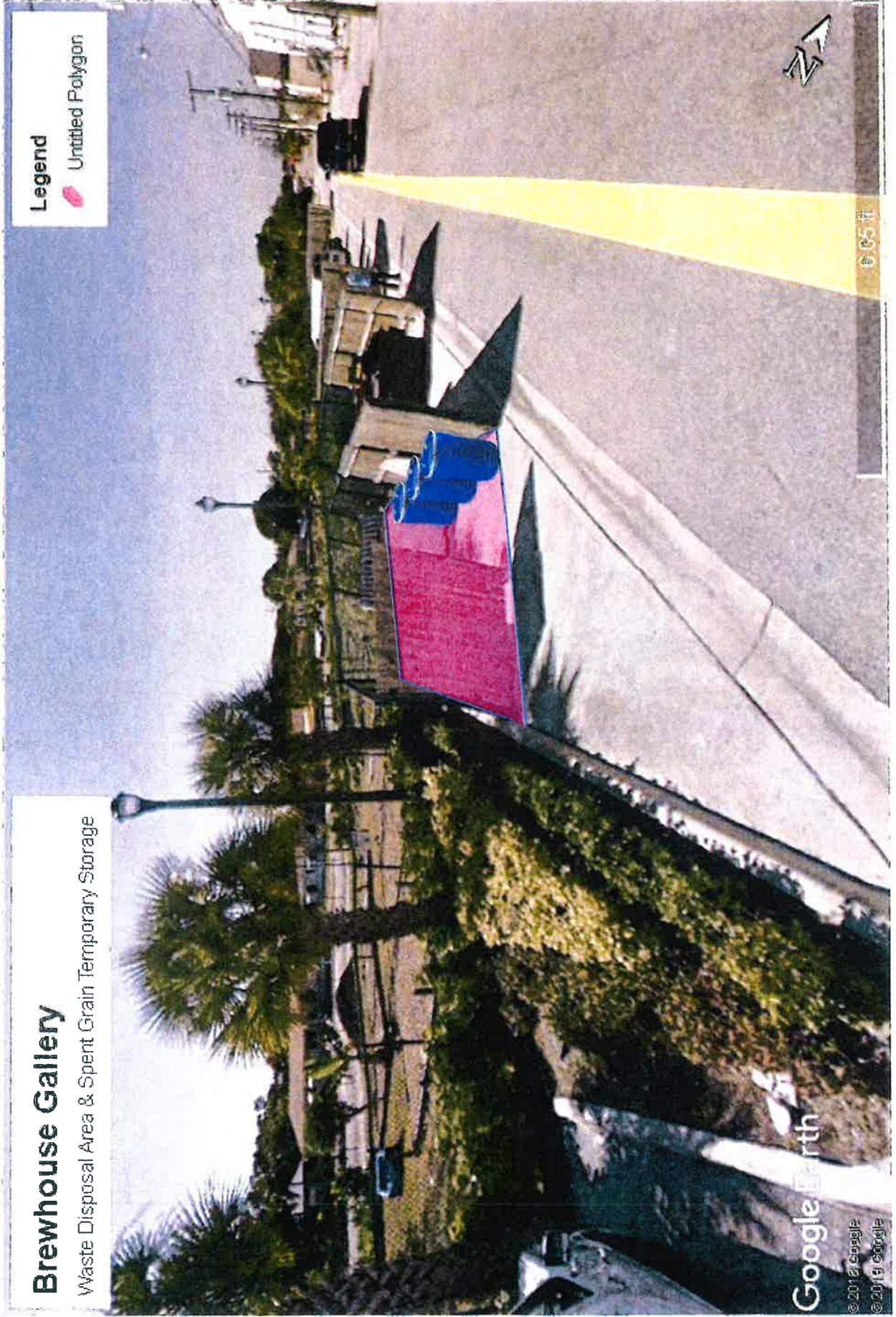
Brewhouse Gallery

Waste Disposal Area & Spent Grain Temporary Storage

Legend



Untitled Polygon



Google Earth

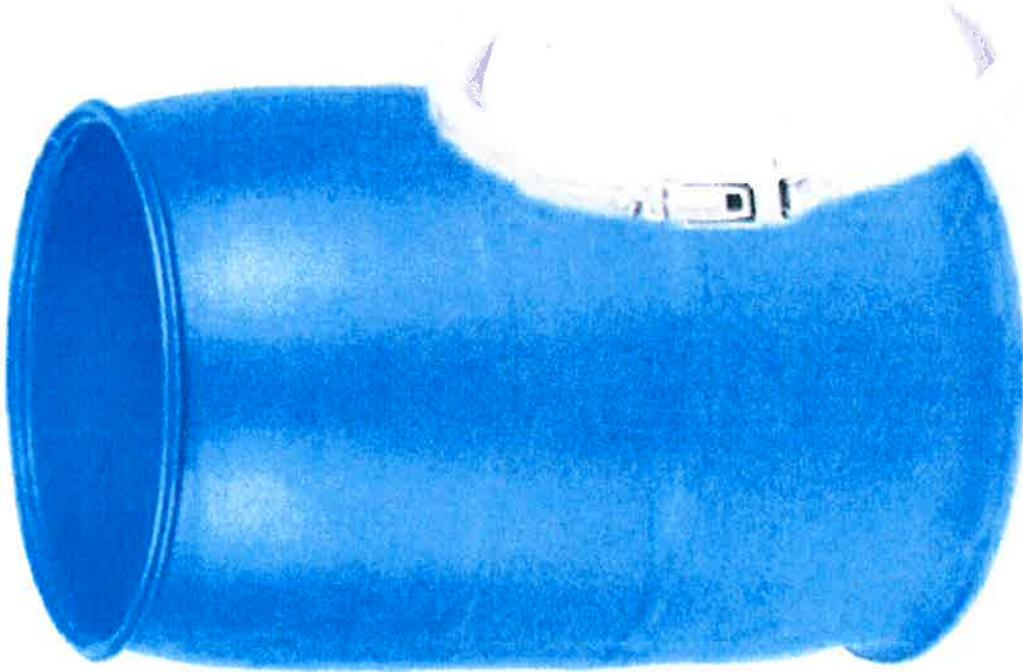
© 2018 Google
© 2019 Google

665 ft



10/17/2019
10:58:17 AM
665 ft

Brewhouse Gallery Brewing Operations Sustainability



Spent Grain Recycling

Example Storage Container:

30 Gallon Poly Drum with Quick-Lock lid

Nominal Dimension:

Height: 29"
Width: 19"
Weight: 18 lbs (empty)
93 lbs (full)

Spent grain estimated product recycled annually:

Volume: 2,185 ft³
Weight: 8,625 lbs



Town of Lake Park
Community Development Department

Certified Mail – You are receiving this notice because you are the legal owner of record for property that is located within 300 feet of the subject property.

April 22, 2019

Re: 720 Park Avenue – Conditional Use Application for a Microbrewery

Dear Property Owner:

Please be advised that the property owner of 720 Park Avenue has filed an application for a Conditional Use to establish a microbrewery at the above address, internal to the existing Brewhouse Gallery. The **Planning and Zoning Board** will conduct a public hearing to consider this application on **Monday, May 6 at 6:30pm.**

The Town Commission will then conduct a quasi-judicial public hearing on **Wednesday, June 5, 2019 at 6:30pm.**

All meetings will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, Florida, 33403. If you have any questions, please do not hesitate to contact me directly at (561) 881-3320. The application documents are also available for viewing in the Community Development Department located in the Town Hall building.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anders R. Viane". The signature is stylized with a prominent horizontal stroke and a sharp peak.

Anders R. Viane, Planner

LEGAL NOTICE OF PUBLIC HEARINGS
TOWN OF LAKE PARK, FLORIDA

Please take notice and be advised that the Planning and Zoning Board will hold a public hearing on **Monday, May 6, 2019, at 6:30 p.m., or as soon thereafter as can be heard**, and the Town Commission will hold a quasi-judicial public hearing at the Town Commission Meeting on **Wednesday, June 5, 2019 at 6:30 p.m., or as soon thereafter as can be heard**, in the Town Hall Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida, to consider an application for a Conditional Use to approve a "Microbrewery" use for the property located at 720 Park Avenue, occupying 522 square feet within the existing Brewhouse Gallery. This application is being brought forward by Mrs. Rhonda "Jo" Brockman (Owner and Applicant). Records related to this item may be inspected at the Community Development Department located at Town Hall.

If a person decides to appeal any decision made by the Planning and Zoning Board, or 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 proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Town Clerk: Vivian Mendez

PUB: The Palm Beach Post – Friday, April 26, 2019

New Business

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 5, 2019

Agenda Item No. *Tab 7*

Agenda Title: A REQUEST FROM THE EVENT ORGANIZERS OF THE 32ND ANNUAL KIDS FISHING DAY PROGRAM PROPOSED FOR JULY 16-18, 2019 TO ALLOW THE TOWN TO BE A CO-SPONSOR, THEREBY ALLOWING FOR THE WAIVER OF CERTAIN FEES.

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

Approved by Town Manager *Jim Costello* Date: *5-23-19*

 Riunite Franks, Special Events Director
 Name/Title *Riunite C. Franks*

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

Summary Explanation/Background:

A special event permit application was submitted by Tom Twyford on behalf of the Palm Beach County Fishing Foundation on April 30, 2019. The permit application is proposing the 32nd Annual Kids Fishing Day Program to be held on July 16th – 18th at Lake Park Harbor Marina. Mr. Twyford is requesting that this event be sponsored by the Town of Lake Park once again. Staff believes that this event is an asset to the Town and the organizer is committed to continuing this partnership on an annual basis. The 2018 event was a huge success and was especially

memorable for the campers and counselors of Lake Park Summer Camp that were able to participate in the event. Sponsoring this event would provide the organizer some relief on our Town event fees and the use of various areas located at the Marina. More specifically, as a sponsor, the organizer would benefit from the following services and waiver of fees:

REQUESTED CATEGORY	VALUE (monetary or other)	APPLICANT REQUEST	TOTAL
Ability to advertise on the Town website; Channel 18; Newsletter and utilize Town logo	No monetary value	CO-SPONSORING WOULD ALLOW FOR TOWN-RELATED ADVERTISING	N/A
Marina Rental Fee and Deposit	\$500.00 flat rate \$35.00 tax \$1,000.00 deposit	CO-SPONSORING WOULD WAIVE THESE FEES	\$1,535.00
Marina Slip Space and Electricity Fee	Slip - \$120.00/day + \$8.40 tax/day Electricity - \$9.00/day	CO-SPONSORING WOULD WAIVE THESE FEES	\$412.20
Public Works – Use of additional dumpster and recycling bins	No monetary value	CO-SPONSORING WOULD ALLOW FOR THE EXTRA DUMPSTER AND RECYCLING BINS	N/A
<u>TOTAL WAIVERS IF THE TOWN IS APPROVED TO CO-SPONSOR: \$1,947.20 plus advertising, dumpster and recycling bin as listed above.</u>			

Background Information on Kids Fishing Day:

'Kids Fishing Day' is a three-day educational fishing event hosted by the West Palm Beach Fishing Club's charitable affiliate, the Palm Beach County Fishing Foundation, since 1988. Each year, hundreds of less fortunate, at-risk and special needs children from Palm Beach County experience what most of us take for granted, a day of boating and fishing on the ocean. It takes three days and 12 separate drift boat trips to get all the kids on the water. The program will rotate various youth groups through two-hour fishing trips and two-hour fishing clinic programs each day. Kids Fishing Day is much more than just a regular fishing trip. Because of this program's strong educational component, the kids learn all about our marine environment and why we need to protect it. This is accomplished through a variety of hands-on educational stations based on land. Some of the featured topics include knot tying, casting lessons, angler ethics, cast netting and boating safety. In addition, Florida Fish & Wildlife Conservation Commission (FWC) provides several Marine Biologists to teach the kids all about marine animals and their environments. The FWC also provides its Marine Touch Tank to give the kids a unique opportunity to directly interact with other marine animals including sea urchins, crabs, fish and lobsters. To date, over 13,000 kids have participated in this heartwarming community outreach event. The program is free of charge to those who participate and is made possible each year through the generosity of many sponsors and volunteers. Each year, the campers and counselors from the Town of Lake Park Summer Camp take advantage of this amazing

opportunity. Each child receives an event t-shirt, lunch, an official certificate of participation and a brand new fishing rod and reel. And of course, each child walks away with special memories of a fun day on the water and a better understanding of our unique marine environment.

Recommended Motion: I move to have the Town sponsor the Kids Fishing Days event at Lake Park Harbor Marina.



DATE/TIME RECEIVED:

7/11/2018

**TOWN OF LAKE PARK
COMMUNITY DEVELOPMENT DEPARTMENT
SPECIAL EVENT PERMIT APPLICATION**

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

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

Instructions:

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

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

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

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

65-0213715

(If applicable)

Name of Applicant (i.e. Event Organizer): TOM TWYFORD, President
PALM BEACH COUNTY FISHING FOUNDATION

Name of Event:

32nd ANNUAL KIDS FISHING DAYS - COORDINATED BY
THE PALM BEACH COUNTY FISHING FOUNDATION & FLA. FISH AND
WILDLIFE CONSERVATION COMMISSION.

Address/Location of Event:

LAKE PARK HARBOR MARINA, 105 LAKESHORE DRIVE, LAKE PARK, FL
33403

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

Dates/Times of the event (as applicable):

	Date	Day	Begin Time	End Time
Event Day 1	7/16/19	Tuesday	7:30 AM () PM	7:00 () AM (X) PM
Event Day 2	7/17/19	Wednesday	7:30 AM () PM	7:00 () AM (X) PM
Event Day 3	7/18/19	Thursday	7:30 AM () PM	7:00 () AM (X) PM
Event Day 4			() AM () PM	() AM () PM
Event Day 5			() AM () PM	() AM () PM
Event Day 6			() AM () PM	() AM () PM

Additional Applicant Information:

Name: TOM TWYFORD - PALM BEACH COUNTY FISHING FOUNDATION
 Address: P.O. BOX 468, WEST PALM BEACH
 State/Zip: FLORIDA 33402
 CONTACT PHONE: WORK (561) 832-6780
 Alternate Phone #: CELL (561) 373-0957
 Fax: (561) 832-2137
 E-mail: ttwyford@westpalmbeachfishingclub.org

Description and Purpose of the Event (SEE ATTACHMENT #1)

TO INTRODUCE DISADVANTAGED AND AT-RISK KIDS TO THE MARINE ENVIRONMENT AND THE JOYS OF FISHING, WHILE PROMOTING ENVIRONMENTAL EDUCATION AND A STRONG CONSERVATION ETHIC.

Estimated number of participants? 400

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

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

* NOT SURE - WE HAVE NOT HELD ANY SPECIAL EVENTS AT MARINA SINCE LAST YEAR.

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

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

Will your event require road closure?

Yes ___ No X

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

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

- Road closure
- Electric service hook-up required
- Water service hook-up required
- Sidewalks blocked
- Municipal park(s) prepared
- Booths or other temporary structures
- Parking lots to be partially or completely closed
- Food Vendors
- Town litter pick-up or street sweeping
- Tents (if yes, describe type and size)
- Barricades ordered
- Alcohol served
- Security/Law Enforcement
- Music, bands, DJ
- Rides or other amusements
- Animals
- Fireworks
- Bleachers
- Designated parking area

(TENTS RENTED FROM REGENCY PARTY RENTAL)
10-12 10'X10' TENTS AND ONE 40'X40' FRAME TENT. SAME SITE SET UP AS PREVIOUS YEARS. ALL TENTS ANCHORED W/CEMENT BUCKETS AND/OR LARGE WATER BARRELS.

- Town Restroom (if yes, please describe)
- Portable Restrooms (if yes, please describe)
- Dumpsters/Trash Receptacles
- Portable stage
- Other (e.g., bounce house, etc.)

** WE USE MARINA RESTROOMS, WHICH ARE ADEQUATE FOR OUR PROGRAM.*
** REQUESTING USE OF ADDITIONAL DUMPSTERS AND RECYCLE BINS. (ATTACHMENT #2)*

**USE OF MARINA CONFERENCE ROOM FOR STORAGE.*

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Will the event require the use of electricity?

Yes X No

* FOR FANS AND MARINE TOUCH TANK PUMP

Will the event require water hook-up?

Yes X No

* AT BOAT SLIP FOR DRIFT BOAT

*Will food and/or beverages be served?

Yes X No

* HOT DOGS, SODA AND LOTS OF WATER FOR KIDS (FREE)

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

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

WILL THE EVENT INCLUDE FOOD TRUCKS?

Yes No X

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

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

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

TLT

(Applicant initial to acknowledge statement)

* INSURANCE CERTIFICATE IS BEING PROCESSED.

The Applicant holds full responsibility and liability for its vendors.

TLT

(Initial to acknowledge statement)

(ATTACHMENT #2A GOI TO BE SENT WHEN WE RECEIVE IT.)

**Will alcoholic beverages be served?

Yes No X

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

***Are you proposing signage?

Yes No X

* JUST A FEW SPONSOR BANNERS INSIDE MAIN TENT.

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

* ATTACHED IS LAST YEARS FLYER - THIS YEARS IS NOT PRINTED YET. THIS YEARS FLYER WILL BE SIMILAR TO 2018 VERSION^S.

Will the event have an official "Flyer" and/or promotional materials? Yes No

If yes, please provide a copy of the "Flyer". (SEE FLYER · ATTACHMENT #3)

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

(SEE SITE PLAN · ATTACHMENT #4)

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

IF TENTS ARE BEING UTILIZED:

MAXIMUM ALLOWABLE TENT SIZE IS 35' X 45'

For ALL tents larger than 10 ft. x 10 ft. (pop-up style), a Certificate of Flame Resistance is required and must accompany this Special Event Permit Application. (SEE ATTACHMENT #5)

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

(FOR OFFICE USE ONLY)
SIGNATURES/APPROVALS:

Please Sign and Date

SPECIAL EVENTS DIRECTOR: *(If applicable)*

_____ **DATE:** _____

PUBLIC WORKS DIRECTOR:

_____ **DATE:** _____

MARINA DIRECTOR: *(If applicable)*

_____ **DATE:** _____

PALM BEACH COUNTY SHERIFF:

_____ **DATE:** _____

PALM BEACH COUNTY FIRE-RESCUE:

_____ **DATE:** _____

RISK MANAGEMENT: *(If applicable)*

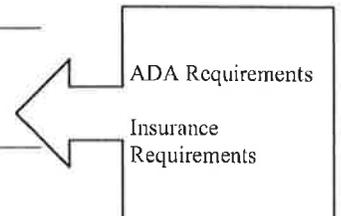
_____ **DATE:** _____

CODE COMPLIANCE OFFICER:

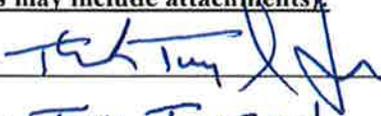
_____ **DATE:** _____

COMMUNITY DEVELOPMENT DIRECTOR:

_____ **DATE:** _____



Additional Comments (reviewers may include attachments):

APPLICANT SIGNATURE: 

APPLICANT PRINTED NAME: TOM TWYFORD DATE: 4/30/19

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

_____ DATE: _____

PROPERTY OWNER PRINTED NAME:

_____ DATE: _____

Palm Beach County

FISHING FOUNDATION



KID'S FISHING DAY

This is all about introducing kids to fishing and our marine environment! Since 1988, the Palm Beach County Fishing Foundation, along with the assistance of volunteers and important community partners like the Marine Industries Association of Palm Beach County, has conducted an annual Kid's Fishing Day program. Each year, hundreds of less fortunate, at-risk and special needs children from throughout Palm Beach County experience what most of us take for granted, a day of boating and fishing on the ocean. It takes three days and 12 separate drift boat trips to get all the kids on the water. More importantly, because of this program's strong educational component, the kids learn all about our marine environment and why we need to protect it. This is accomplished through a variety of hands-on educational stations based on land, which includes the Florida Fish & Wildlife Conservation Commission's Marine Touch Tank.

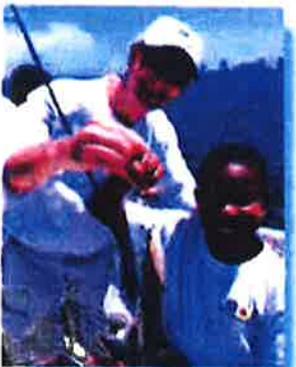
To date, over 13,000 special kids have participated in this heartwarming community outreach event. The program is free of charge to those who participate and is made possible each year through the generosity of many sponsors and volunteers.

"Your Kid's Day is the model for the rest of the United States."

- Mr. Bill Cole
U.S. Fish & Wildlife Service, 1996

Each child receives an event t-shirt, lunch, drinks, dessert, and an official certificate of participation. If that wasn't enough, every kid goes home with a brand new fishing rod and reel. Of course, each child walks away with special memories of a fun day on the water and a better understanding of our unique marine environment.

For many, this ocean adventure is a first time experience. Seeing flying fish, sea turtles and large oceanic predators like sharks is a thrill not soon forgotten! We believe programs like our Kid's Fishing Day help build better citizens and responsible environmental stewards for the future.



PALM BEACH COUNTY FISHING FOUNDATION



• The charitable affiliate of the West Palm Beach Fishing Club - improving fishing for the future. •
A charitable corporation, contributions to which are deductible.



ATTACHMENT #2

2019 Town of Lake Park Waiver Request for

PALM BEACH COUNTY FISHING FOUNDATION 32nd ANNUAL KIDS FISHING DAYS PROGRAM

*July 16th – July 18th, 2019
Lake Park Harbor Marina*

1. Use of the various areas indicated on our site map (included with our Special Event Permit application) for our educational programs and use of the marina conference room for storage of program equipment during the event. Items will be moved into the conference room on Monday, July 15th and moved out of the conference room on Friday, July 19th.
2. A waiver on the boat slip space, electric and water fees required for the 60' charter boat we use during the program. The vessel arrives on Monday evening July, 15th and will depart after our final session on Thursday, July 18th.
3. Request for use of an additional dumpster and recycling bins during the days of the event.

Physical Address:
201 5th Street
West Palm Beach, FL 33401

Phone - (561) 832-6780
Fax - (561) 832-2137
www.westpalmbeachfishingclub.org

Mailing Address:
P.O. Box 468
West Palm Beach, FL 33402

Do You Remember Your First Fishing Adventure?



Help us 'Take A Kid Fishing'
31st annual
Kid's Fishing Day Program



This year's program is dedicated in memory of longtime WPRBC member Alan Kowachian (above right) who served as a Kid's Fishing Day volunteer and was hot dog cooker. We are very grateful to have enjoyed his friendship and support for many years.

The Palm Beach County Fishing Foundation invites you to help us Take A Kid Fishing

It's all about introducing kids to fishing and our marine environment! The Palm Beach County Fishing Foundation, the charitable affiliate of the West Palm Beach Fishing Club, will conduct its annual *Kid's Fishing Day* program on July 17, 18 & 19, 2018. Hundreds of disadvantaged children from throughout Palm Beach County will experience what many of us take for granted, a day of boating and fishing on the ocean. With the support of knowledgeable volunteers and our event partner, the Florida Fish & Wildlife Conservation Commission, the kids will receive quality fishing instruction and learn all about our marine environment, why we need to protect it, and why it's important to be an ethical angler.

Approximately 13,000 special kids have participated in this heartwarming community outreach event. Foster children, mentally and physically challenged kids and at-risk children have benefited from previous *Kid's Fishing Day* events. The program, now in its 31st year, is free of charge to those who participate and is made possible through the generosity of numerous community volunteers and sponsors. You or your business can help. Take a Kid Fishing by sponsoring one or more children. A tax-deductible donation of \$35.00 will help cover the cost of one child's participation. Larger donations are greatly appreciated and will help cover significant expenses such as charter fees, t-shirts and rental

expenses. Each child receives a t-shirt, lunch, drinks, dessert, an official certificate of participation and a brand new fishing rod and reel. Of course, each child walks away with special memories of a fun day on the water and a better understanding of our unique marine environment.



Many thanks to these major Kid's Fishing Days sponsors:



The Walter & Adi Blum Foundation, Inc.



Marine Industries Association OF PALM BEACH COUNTY, INC.

Sandie & Ehan Weitz



2018 Memorial Donations benefiting Kid's Fishing Day



Cut and mail with your donation today

Yes, I/we would like to help the Palm Beach County Fishing Foundation

Take A Kid Fishing



Donor's Name: _____

Email: _____

(Please print name as you would like it to appear in Tight Lines)

Mailing Address: _____

City/Sr: _____

Zip: _____

Donation amount: \$35 \$70 \$125 \$250 Other \$ _____

Check (payable to the Palm Beach County Fishing Foundation)

VISA MC AMEX DISC

Exp. Date CCV: _____

SIGNATURE: _____

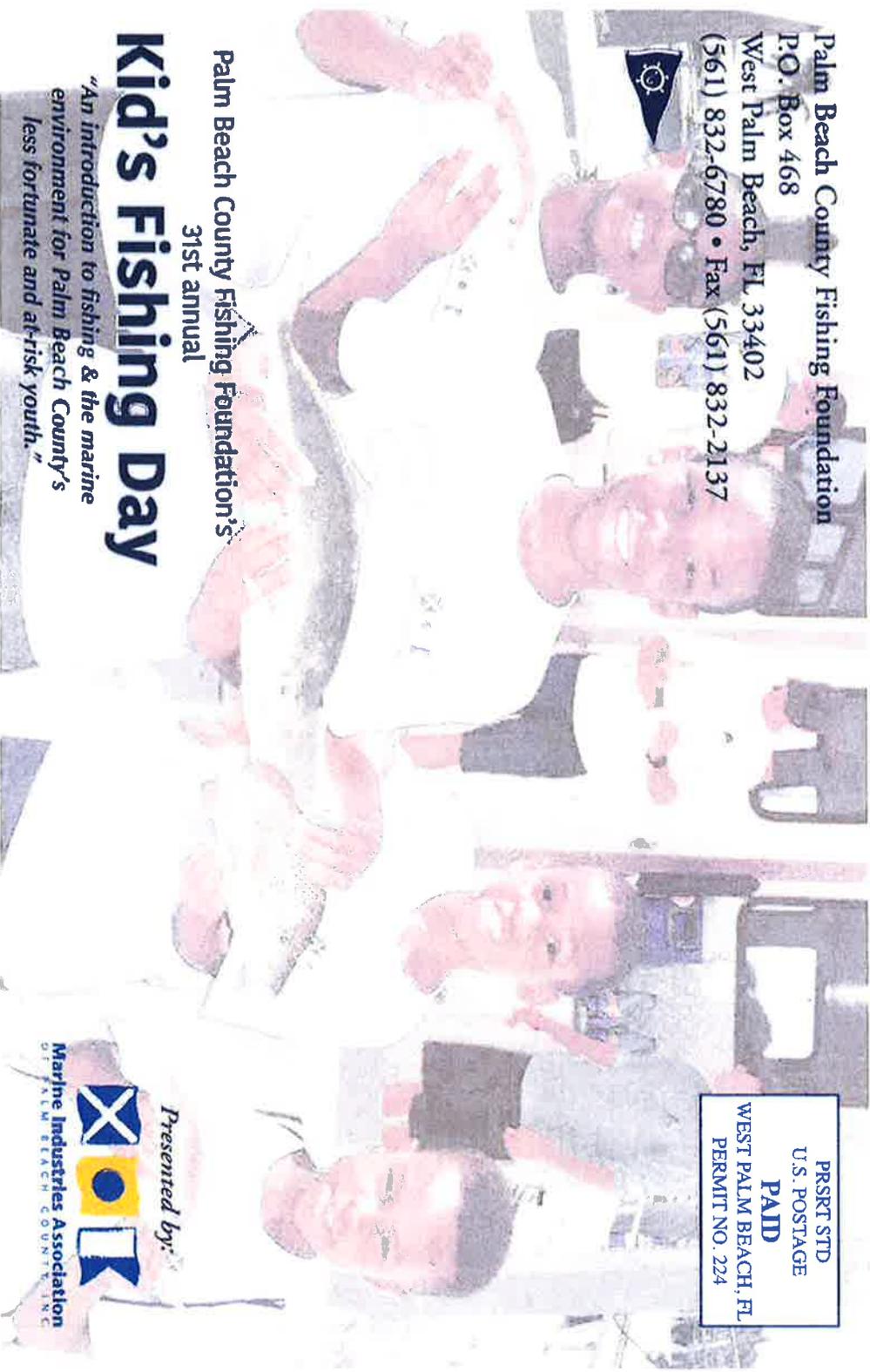
ALL CONTRIBUTIONS ARE TAX DEDUCTIBLE & ACCEPTED YEAR AROUND

Return completed form with check or fax donations to:

Palm Beach County Fishing Foundation, P.O. Box 468, West Palm Beach, FL 33402 Ph. (561) 832-6780 • Fax (561) 832-2137

** Donate online at: westpalmbeachfishingclub.org/donation.php **

Palm Beach County Fishing Foundation
P.O. Box 468
West Palm Beach, FL 33402
(561) 832-6780 • Fax (561) 832-2137



Palm Beach County Fishing Foundation's
31st annual

Kid's Fishing Day

*"An introduction to fishing & the marine
environment for Palm Beach County's
less fortunate and at-risk youth."*

PRSRST STD
U.S. POSTAGE
PAID
WEST PALM BEACH, FL
PERMIT NO. 224

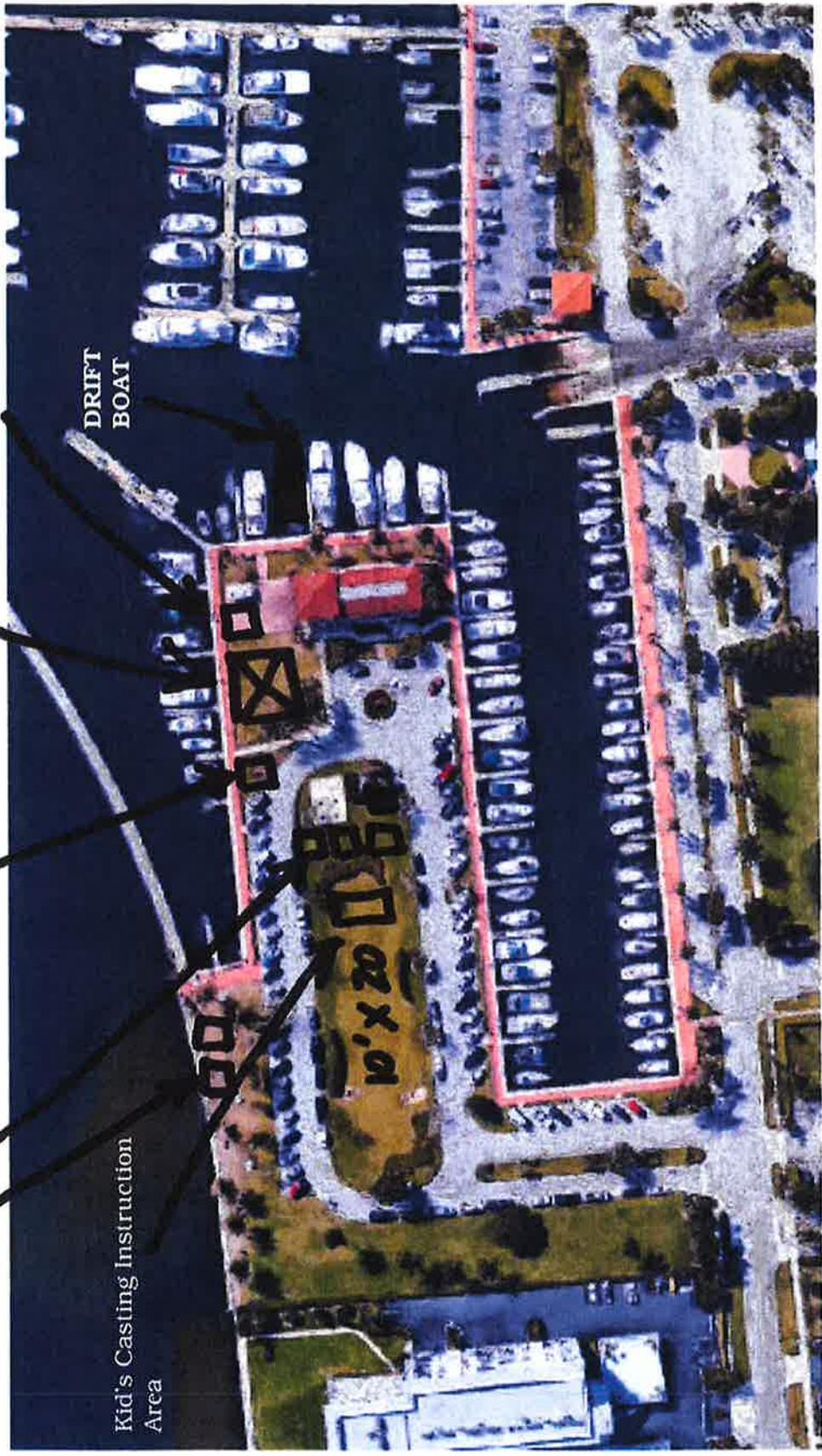
Presented by:



Marine Industries Association
OF PALM BEACH COUNTY, INC.

2019 KID'S FISHING DAYS

10' x 10' tents & educational stations
 10' x 10' Marine Touch Tank
 40' x 40' Check In & Dining tent
 10' x 10' lunch prep tent



** map not to scale

Program Schedule: Monday, July 15 (event set-up)
 Tuesday, July 16 (day one of program)
 Wednesday, July 17 (day two of program)
 Thursday, July 18 (day three of program)
 Friday, July 19 (event breakdown)

ATTACHMENT # 5

Certificate of Compliance

F98301

1/10/2016

Whereas the following information is true and correct to the best of my knowledge and belief:

Regency Party Rental
West Palm Beach
1195 S. Congress Ave
FL 33406

Verification is hereby made that the following information is true and correct to the best of my knowledge and belief:

The information contained herein was obtained from the direct contractor or subcontractor of the contractor and the contractor has confirmed the information is true and correct to the best of my knowledge and belief.

DBO Hercules F 98301

The above information is true and correct to the best of my knowledge and belief.

Signature of the contractor

Darrel Brown

(2) 40x b/o Gable ends - s & b
(4) 40 x 15 b/o mids - s & b

**DEPARTMENT OF COMMUNITY DEVELOPMENT
RECEIPTS TRANSMITTAL FORM**

DATE: 4/30/2019
RECEIVED FROM: PALM BEACH COUNTY FISHING FOUNDATION

Town of Lake Park
04/30/2019 10:36
A: 50297
FISD SEPMT
VS / 5739
TOTAL

AMOUNT
100.00
100.00
100.00

This space reserved for receipt
Do not mark here

PERMIT NUMBER 19-000			
ACCT #			

1. PERMITS

- (a) Building Permit Application for Zoning and/or PW review ONLY (no surcharge)
- (b) BUILDING PERMIT OR REVISION W/MINIMUM SURCHARGE
- (c) BUILDING PERMIT OR REVISION (OTHER) VALUED \$2,500 - \$249,999
BUILDING PERMIT - VALUED BETWEEN \$250,000 AND OVER
Permit (a) and (b) penalty Mark an "X"

--	--	--
- (d) SURCHARGES (3% OF PERMIT FEE, MINIMUM OF \$4.00) Over-ride >>

--	--	--

Surcharges (c) penalty
- (e) ADMINISTRATIVE FEE FOR BUILDING PERMITS
- (f) AFTER HOURS INSPECTION/REQUEST FOR B O. SERVICES
- (g) RE-INSPECTION OR RE-INSTATEMENT FEES
- (h) SIGNAGE PERMIT

CODES

BLDPW	001-322.115			
BLDPR	SPLIT			
BLDPZ	30/70 SPLIT			
BP250	50/50 SPLIT			
BLOPN	001-329.152	\$ -	\$ -	\$ -
BLDSR	001-208.300	\$ -	\$ -	\$ -
SURPN	001-329.153	\$ -	\$ -	\$ -
ADMBP	SPLIT			
BOINS	001-329.105			
INSPT	SPLIT			
SNPMT	001-329.200			
CONF E	001-316.110			

2. CONTRACTOR'S REGISTRATION

3. COPIES

No of Pages	#1	#2	#3
Maps			
Single sided (\$0.15 per page)			
Double sided (\$0.20 per page)			
Plans (\$2.00 per page) *			
Plans (color \$4.00 per page) *			

* Minimum \$10.00

COPYS

COPYS				
COPYS				
COPBP	001-341.900	\$ -	\$ -	\$ -
PRADM	001-341.905			
GRGSL	001-369.100			
SEPMT	001-322.500	\$ 100.00		

4. ADMINISTRATIVE COSTS FOR PUBLIC RECORDS REQUEST

5. GARAGE SALE PERMIT

PALM BEACH RENAISSANCE I

6. SPECIAL EVENT PERMIT

7. CODE COMPLIANCE

- (a) ADMINISTRATIVE COSTS (including application fees)
- (b) FINES
- (c) PARKING VIOLATIONS
- (d) INTEREST
- (e) BANK REGISTRATION FEE

FNADM	001-354-110			
FINCV	001-354.100			
FINPK	001-354.135			
INTRT	001-361.130			
BNKRE	001-342.520			

8. REVIEW FEE SCHEDULE

- (a) Reso. 02-01-16

Fee Sch.			
----------	--	--	--
- (b) DEPOSIT - PLAN REVIEW ESCROW
- (c) PROJECT NAME: _____

PLNRV	001-342.510			
PLNES	001-220.100			

9. BUSINESS TAX RECEIPTS

- (a) ZONING CONFIRMATION & DETERMINATION / APPL. FEE/ZONING INSPECTION FEE
- (b) BUSINESS TAX RECEIPT FEES
- (c) TRANSFER FEE
- (d) OUTSIDE CONTRACTOR & EXTRA DECAL
- (e) BTR INSPECTION

OCAF E	001-316.120			
OCCLI	001-316.100			
OCCTF	001-316.100			
EXTDC	001-316.130			
BTRIN	SPLIT			
OTINS	001-329.214			

10. ALL OTHER INSPE

TOTAL \$ 100.00 \$ - \$ -

COMMENTS:

Grand Total \$ 100.00

JULY 16 - JULY 18, 2019; 32ND ANNUAL KIDS FISHING DAYS

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 5th, 2019

Agenda Item No. Tab 8

Agenda Title: Resolution of the Town Commission Authorizing and Directing the Town Manager to Proceed with the Procurement of Two, New Sanitation Vehicles

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

Approved by Town Manager *[Signature]* Date: 5-17-19

[Signature] 5/15/19
Richard Scherle / Public Works Director

<p>Originating Department:</p> <p>Public Works</p>	<p>Costs: See attached for Complete Breakdown of Costs</p> <p>Funding Source: Sanitation Fund</p> <p>Acct. # 404-64100</p> <p><input checked="" type="checkbox"/> Finance <u><i>[Signature]</i></u></p>	<p>Attachment 1:</p> <ul style="list-style-type: none"> -Comprehensive Cost Breakdown (Principal and Interest) -Resolution No. <u>49-06-19</u> with Signature Pages and Amortization Schedule <p>Attachment 2:</p> <ul style="list-style-type: none"> -Vehicle Specification Packages per Florida Sheriff's Association Contract (Contract No. FSA18-VEH16.0) <p>Attachment 3:</p> <ul style="list-style-type: none"> -Memorandum from Vehicle Maintenance Foreman
<p>Advertised:</p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____</p> <p>OR</p> <p>Not applicable in this case <u><i>[Signature]</i></u></p> <p>Please initial one.</p>

Summary Explanation/Background:

The Public Works Department's Sanitation Division is proposing an accelerated replacement schedule for two crucial pieces of equipment in order to improve the reliability of the sanitation fleet. The Division has been increasingly challenged by a high frequency of equipment breakdowns of two of its oldest trucks. One of the trucks (Truck No. 47) is an eleven (11) year old front-loader service truck that is used for commercial pickup service. The other truck (Truck No. 48) is a thirteen (13) year old side-loader service truck that is used for residential pickup service. At the July 16, 2014 Regular Commission Meeting, an Agenda Item was approved that established new sanitation rates in support of a vehicle replacement program. Truck No. 48 was scheduled for refurbishment this fiscal year (in an amount of \$50,000). However, the chassis manufacturer (American LaFrance) went out of business in 2014 and parts needed for refurbishment are no longer available. The second truck (No. 47) has been repeatedly plagued by engine problems, electrical problems, transmission problems, and other issues which has made the vehicle unreliable and unreasonably costly to maintain. These issues have resulted in unsustainable reliance on rental vehicles, and a low reliability rate (as indicated by the Town's Vehicle Maintenance Foreman – see attached memorandum). In order to assure reliable, cost-efficient operations, the replacement of these vehicles is needed. The industry standard replacement timeframe for these vehicles is seven (7) years, or up to ten (10) years with a refurbishment. Both vehicles are well past this standard.

Staff has determined that it would be most advantageous and operationally efficient for the Town to pursue Mack/Heil trucks for several reasons. First, a significant factor in determining the selection of Mack/Heil, is the speed at which the vehicles can be delivered to Public Works. Other vendors have a nine month or longer lead time for delivery after the order is placed, which is problematic. This is in contrast to Mack/Heil, which can provide us with the specified vehicles within a 4-6 week timeframe. Second, Mack/Heil trucks is an established manufacturer that the Town has used since 1990, with the highest reliability ratings. The trucks that we have purchased from this manufacturer have exhibited the highest reliability out of any other manufacturer that the Town has engaged. While the Town has also used the "Autocar" and "McNeilus" manufacturers, they have proven to be less reliable than Mack/Heil, and are also more expensive to purchase and maintain. Parts for Autocar are substantially more expensive than Mack/Heil. Third, the service locations for Mack/Heil are located in Riviera Beach and Pompano Beach, versus McNeilus which is located in Lakeland, Florida. The Town has purchased McNeilus trucks, but the manufacturer recently shuttered its local service center and no longer supports equipment in Southeast Florida. Every time this manufacturer's truck needs to be maintained, we are required to transport the vehicle to Lakeland for service, which is approximately a five (5) hour roundtrip effort requiring two personnel. This issue has been problematic for Division operations.

Using the Florida Sheriff's Association Contract Number FSA18-VEH16.0, proposals were assembled for one Mack/Heil front-loader truck, and one Mack/Heil side-loader truck. We have considered the equipment price, service availability (including cost of parts and the geographical location of service centers), the Town's previous history with Mack/Heil (compared with the other vendors), and the lower lead time, which is a crucial consideration due to the Town's current level of reliability in its sanitation fleet.

The principal price of the specified Mack/Heil front-loader truck is \$277,065.00. The principal price for the specified Mack/Heil side-loader truck is \$291,497.00. These procurements will be initiated as a "lease-purchase" agreement, with the front-loader initiated with a 2-year lease-purchase, and the side-loader initiated with a 5-year lease purchase. The full principal costs with interest are included in the attached comprehensive cost breakdown. The expected payment schedules are:

Front-Loader Truck – Two (2) Year Payment Term (Original Price = \$277,065.00)

Year 1: First payment due October 15, 2019; \$144,319.20.

Year 2: Second and final payment due October 15, 2020; \$144,319.20

Side-Loader Truck – Five (5) Year Payment Term (Original Price = \$291,102.00)

Year 1: First payment due October 15, 2019; \$64,942.60

Year 2: Second payment due October 15, 2020; \$64,942.60

Year 3: Third payment due October 15, 2021; \$64,942.60

Year 4: Fourth payment due October 15, 2022; \$64,942.60

Year 5: Fifth and final payment due October 15, 2023; \$64,942.60.

Once the new trucks are received, the Public Works Department will schedule the old trucks to be declared surplus, and will then schedule them to be auctioned at the Palm Beach County Surplus thrift store. We have the interlocal agreement already in place, and had successful results during the last auction.

Note on Future Capital Needs and Financial Stability of Sanitation Division: The Public Works Department has been examining the long-term visibility and industry trends associated with sanitation operations. Costs have been increasing across the board for all service providers – not just for the Town. Costs for steel and parts are increasing due to new tariffs, the labor market has become increasingly tightened with very low unemployment, landfill dumping fees are expected to increase, and equipment costs are also increasing. These are factors which, in large part, were not factored into the 2014 sanitation rate increase. These changing conditions have necessitated a new financial and operational review of the entire sanitation enterprise. Over the next six (6) months, the Department will be revisiting the capital requirements (including vehicle replacement schedule), along with conducting a fresh financial analysis which will examine whether current rates are adequate to maintain acceptable levels of service. We anticipate that this analysis will provide the necessary color on whether future rate increases are required. We also believe that an equipment replacement and replenishment fund should be developed, based upon expected capital equipment requirements which will be realigned to better conform to industry standards. For example, it is very rare (and not recommended) for equipment to be kept longer than ten (10) years – but we have historically been keeping equipment much longer than this timeframe (which has contributed to some of the equipment problems that we are experiencing). Our goal will always be to provide adequate, safe, and reliable service in the most cost efficient way. Keeping the sanitation operation “in-house,” as opposed to privatized, has shown to have many benefits for the Town, especially for customer service and even more so for the Town’s response to hurricane-generated debris. Once this analysis has been completed, we will present all findings to the Commission so that we can decide as a community how best to maintain one of the Town’s most crucial and important services.

Staff is recommending the lease-purchase of both pieces of equipment.

Recommended Motion:

I move to adopt Resolution No. 49-06-19.

COST BREAKDOWN

	Front-Loader (2 year lease-purchase)	Side-Loader (5 year lease-purchase)
Principal	\$276,670.00	\$291,102.00
Interest	\$11,573.40	\$33,216.00
Total	\$288,243.40	\$324,318.00
Combined Grand Total (with Principal) =		\$612,561.40

PAYMENT SCHEDULE for Front Loader (2 year lease-purchase)

Payment Number	Due Date	Payment Amount	Applied to Interest	Applied to Principal	Purchase Option Price
1	10/15/2019		\$4,583.35	\$139,735.85	\$139,681.77
2	10/15/2020		\$6,990.05	\$137,329.15	

PAYMENT SCHEDULE for Side Loader (5 year lease-purchase)

Payment Number	Due Date	Payment Amount	Applied to Interest	Applied to Principal	Purchase Option Price
1	10/15/2019		\$7,468.31	\$57,474.29	\$239,106.67
2	10/15/2020		\$10,086.37	\$54,856.23	\$182,293.70
3	10/15/2021		\$7,722.07	\$57,220.53	\$123,549.09
4	10/15/2022		\$5,255.87	\$59,686.73	\$62,807.16
5	10/15/2023		\$2,683.38	\$62,259.22	

RESOLUTION NO. 49-06-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO ACQUIRE TWO NEW SANITATION TRUCKS FOR THE TOWN'S SANITATION DIVISION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (hereafter "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 solicited proposals to lease-purchase one, 2019 Mack/Heil TE64R Refuse Truck (the "Frontloader"), and one 2019 Mack/Heil LR64R Refuse Truck (the "Sideloader") for its Sanitation Division, and

WHEREAS, the Town has complied with the requirements of its code and Florida statutes pertaining to the competitive bidding of products and commodities, and

WHEREAS, the principal cost of the Frontloader is \$277,065.00, with a two-year lease-purchase carrying a total cost of \$288,243.40, and

WHEREAS, the principal cost of the Sideloader is \$291,102.00, with a five-year lease-purchase carrying a total cost of \$324,318.00, and

WHEREAS, based upon the proposal from Nextran Truck Center, the Town Manager recommends the lease-purchase of one, 2019 Mack/Heil TE64R Refuse Truck, and one 2019 Mack/Heil LR64R Refuse Truck for the Town's Sanitation Division.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Manager is hereby authorized and directed to lease-purchase two new sanitation trucks and to execute any purchase orders, contracts or other documents necessary to effectuate its purchase. Copies of the formal proposals, with amortization schedules, are attached and included as Exhibit 'A.'

Section 3. This Resolution shall be effective upon adoption.

THIS PROPOSAL ASSUMES A LOAN COMMENCEMENT DATE OF 03/20/20. ANY CHANGE IN THIS DATE MAY INCREASE OR DECREASE THE ANNUAL PAYMENT.

Nextran Truck Center

May 10, 2019

FORMAL PROPOSAL

OBLIGOR: TOWN OF LAKE PARK, FL

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the five (5) year term.

EQUIPMENT: ONE (1) NEW MACK LR64R/HEIL ASL

OPTION 1

Acquisition Cost:	\$291,102.00	Term:	Five (5) years	First Payment Due:	October 15, 2020
Document Fee:	\$ 395.00	Payment Mode:	Annual	Payment Amount:	\$64,942.60
Trade In:	\$ 0.00	Interest Rate:	4.310%		
Principal Balance:	\$291,497.00				

- **This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.**
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Nextran Truck Center and the transaction funded on ALL proposals on or before June 10, 2019. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

NEXTRAN TRUCK CENTER

TOWN OF LAKE PARK, FL

Signature

Title

Signature

Title

Date

Date

SAMPLE PAYMENT SCHEDULE

Obligor	Town of Lake Park, FL
Date of first payment:	10/15/2019
Original Balance:	\$291,497.00
Total Number of Payments:	5
Number of Payments per year:	1

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	10/20/2020	\$ 64,942.60	\$ 7,468.31	\$ 57,474.29	\$ 239,106.67
2	10/20/2021	\$ 64,942.60	\$ 10,086.37	\$ 54,856.23	\$ 182,293.70
3	10/20/2022	\$ 64,942.60	\$ 7,722.07	\$ 57,220.53	\$ 123,549.09
4	10/20/2023	\$ 64,942.60	\$ 5,255.87	\$ 59,686.73	\$ 62,807.16
5	10/20/2024	\$ 64,942.60	\$ 2,683.38	\$ 62,259.22	\$ -

*Assumes all payments due to date have been paid

THIS PROPOSAL ASSUMES A LOAN COMMENCEMENT DATE OF 06/20/19. ANY CHANGE IN THIS DATE MAY INCREASE OR DECREASE THE ANNUAL PAYMENT.

Nextran Truck Center

May 10, 2019

FORMAL PROPOSAL

OBLIGOR: TOWN OF LAKE PARK, FL

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the two (2) year term.

EQUIPMENT: ONE (1) NEW MACK TE64R/HEIL FEL

OPTION 1

Acquisition Cost:	\$276,670.00	Term:	Two (2) years	First Payment Due:	October 15, 2019
Document Fee:	\$ 395.00	Payment Mode:	Annual	Payment Amount (1-2):	\$144,319.20
Trade In:	\$ 0.00	Interest Rate:	5.090%		
Principal Balance:	\$277,065.00				

- **This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.**
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Nextran Truck Center and the transaction funded on ALL proposals on or before June 10, 2019. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

NEXTRAN TRUCK CENTER

TOWN OF LAKE PARK, FL

Signature

Title

Signature

Title

Date

Date

SAMPLE PAYMENT SCHEDULE

Obligor	Town of Lake Park, FL
Date of first payment:	10/15/2019
Original Balance:	\$277,065.00
Total Number of Payments:	2
Number of Payments per year:	1

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	10/15/2019	\$ 144,319.20	\$ 4,583.35	\$ 139,735.85	\$ 139,681.77
2	10/15/2020	\$ 144,319.20	\$ 6,990.05	\$ 137,329.15	\$ -

*Assumes all payments due to date have been paid



FLORIDA SHERIFFS ASSOCIATION
FSA18-VEH16.0

TOWN OF LAKE PARK

MACK/HEIL TE64R FEL REFUSE TRUCK

PRESENTED BY

DAVID GLUCKLER
NEXTRAN TRUCK CENTERS

772 486 3899

561 842 6225

dgluckler@nextrancorp.com

FSA Cooperative Purchasing Program



Contract: FSA18-VEH16.0
Cab & Chassis Trucks & Heavy Equipment

Contract: FSA18-VEL26.0
**Police Rated, Administrative,
Utility Vehicles, Trucks and Vans**

Contract Terms and Conditions



ISUZU



FLORIDA SHERIFFS ASSOCIATION BID SHEET

CUSTOMER: TOWN OF LAKE PARK

BID NUMBER: FSA 18-VEH16.0 / spec #16

DATE: APRIL 2019

DESCRIPTION: MACK TE613R FRONT END LOAD REFUSE TRUCK

BASE PRICE: TANDEM RFUSE TRUCK 139,580

PUBLISHED OPTIONS:

1001759	355HP UPGRADE	575
20F46R	GVWP TO 66K	2,675
FEPTO-PKG	FEPTO	875
2540401	DR CONT DIFF LOCK	958
3180010	BATTERY DISCONNECT	125
9011415	315 REARS	1,740
084064	AL WHEEL	1,350
BBA-PK7	BB AIR LINES	175
NEW	MUNI TAG	300
PLAN 2 MP7	60M0/250K EP2 WARRANTY	2,750

CHASSIS TOTAL: 151,103

BODY: (ATTACHED QUOTE) 125,570

TOTAL: 276,670



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

60,000 LB GVWR CAB & CHASSIS - 4X6 TANDEM AXLE REFUSE TRUCK (ONLY) SPECIFICATION #16

2019 Mack TE Series

The Mack TE Series purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$139,580.00	\$139,580.00	\$139,580.00	\$139,580.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	TE Series			
DEALER:	Nextran	Nextran	Nextran	Nextran
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$139,580.00	\$139,580.00	\$139,580.00	\$139,580.00

Order Code	Delete Options	All Zones
	Engine/transmission - specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA

Order Code	Add Options	All Zones
1001759 ¹	Engine upgrade - specify <i>MP7 355HP with 1260 ftlbs of torque</i>	\$575.00 ¹
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
20F46R ¹	GVWR upgrade - specify <i>66,000lb GVWR package, Front 425 Tires(900-1364)/ front wheels steel: 22.5x12.50(531-2724) /static load cushions FA (384-000)/ 46,000 MACK (186-1035)/ SS462 - Camelback suspension</i>	\$2,675.00 ¹
	64,000 lb. GVW package	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	Hybrid option	NA
	Bi-fuel model - specify	NA
1003107 ¹	CNG prep - specify <i>CNG Prep - 64R G with Cummins ISL-G 320HP, Fuel tanks not included, base chassis upgrade</i>	\$5,500.00 ¹
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
	Nitrogen filled tires including spare tire	NA

VEHICLE:	TE Series			
DEALER:	Nextran	Nextran	Nextran	Nextran
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$139,580.00	\$139,580.00	\$139,580.00	\$139,580.00
Z9XB3X ¹	Double Frame: full steel insert <i>Double Frame: Full steel insert</i> ¹			Incl. ¹
2401501 ¹	Front Axle - specify <i>Front Axle - Mack FXL20 Wide pivot 20,000lbs</i> ¹			Std ¹
1861044 ¹	Rear Axle - specify <i>Rear Axle - Mack S40 40,000lbs</i> ¹			Std ¹
1862406 ¹	Rear Suspension - specify <i>Rear Suspension - 46,000lb Meritor RT46-160 with Hendrickson HN462 Suspension</i> ¹			\$3,765.00 ¹
NEX 20 RDA ¹	Rigid Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels <i>Rigid Lift Axle: Pusher / 20,000lb rating air lift to include 11R22.5 tires with steel wheels</i> ¹			NA \$6,952.00 ¹
NEX 20 STA ¹	Steerable Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels <i>Steerable Lift Axle: Pusher / 20,000lb rating air lift to include 11R22.5 tires with steel wheels</i> ¹			\$8,450.00 ¹
FEPTO-PKG ¹	Front Engine PTO Provision (FEPTO) <i>Front Engine PTO Provision (FEPTO) - FFE330 Front Frame Extension for Extended Bumper. 1830002 Flange adapter 1350, 826-004 Pump Mounting Kit. 5EXH1X Skid Plate Under Bump/Rad.</i> ¹			\$875.00 ¹
1442103 ¹	LCF with right hand steering <i>RH and LH sit down. RH Drive only.</i> ¹			\$6,500.00 ¹
1442100 ¹	LCF with dual steering LCF Low Profile with left hand steering <i>LCF Low Profile with left hand steer - MODEL LR64R Terrapro</i> ¹			NA \$6,800.00 ¹
1442102 ¹	LCF Low Profile with dual steering <i>LCF Low profile with dual steer - Model LR64R with dual sitdown, dual steering</i> ¹			\$7,850.00 ¹
1442101 ¹	LCF Low Profile with dual steering & right hand stand up <i>LCF Low profile with dual steer and right hand stand up - Model LR64R Standard configuration</i> ¹			\$7,150.00 ¹
2540401 ¹	Driver controlled differential lock <i>Driver Controlled Differential Lock - Inter wheel Differential Lock (Both Axles)</i> ¹			\$958.00 ¹
NEX 60 174/RP 4500 ¹	Refuse body - state model bid and description <i>60,000 Roll off hoist and Tarp</i> ¹			\$36,270.00 ¹
60K AFR ¹	Optional mounted body - specify <i>60,000 Above Frame Roll Off Hoist and Tarp</i> ¹			\$53,025.00 ¹
NEX 20 RRL LM ¹	Optional mounted body - specify <i>20 CU YD Refuse Rear Loader</i> ¹			\$53,815.00 ¹
NEX 25 RRL H ¹	Optional mounted body - specify <i>25 CU YD Refuse Rear Loader</i> ¹			\$78,875.00 ¹
NEX 32 RRL MCN ¹	Optional mounted body - specify <i>32 CU YD Refuse Rear Loader</i> ¹			\$80,200.00 ¹
NEX 40 RFL H ¹	Optional mounted body - specify <i>40 CU YD Refuse Front Loader</i> ¹			\$121,580.00 ¹
NEX 28 RASL MCN ¹	Optional mounted body - specify <i>28 CU YD Refuse Automated Side Loader</i> ¹			\$120,025.00 ¹

VEHICLE:	TE Series			
DEALER:	Nextran	Nextran	Nextran	Nextran
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$139,580.00	\$139,580.00	\$139,580.00	\$139,580.00

Optional equipment - specify	NA
Optional equipment - specify	NA
Optional equipment - specify	NA
Temporary tag	Std
Transfer existing registration (must provide tag number)	\$100.00
New state tag (specify state, county, city, sheriff, etc.)	<u>\$300.00</u>
Maintenance Plan - specify	NA
Maintenance Plan - specify	NA
Maintenance Plan - specify	NA

PLAN 2 MP7 ¹

Warranty - specify
Extended warranty - 60 months 250,000 miles on Mack aftertreatment system and Mack MP7 Engine ¹ \$2,750.00¹
Warranty - specify NA Warranty - specify NA Diesel Warranty - specify NA Diesel Warranty - specify NA Diesel Warranty - specify NA



THE WHEELS ARE ALWAYS TURNING

QUOTATION

Prepared For:
BIDDERS
Florida Sheriffs Association

Ship To:
Florida Truck Dealer

Prepared By:
Sunbelt Waste Equipment

QUOTE REFERENCE NUMBER	ISSUE DATE	VALID FOR	EST. DELIVERY FROM RECEIPT OF ORDER	SUBMITTED BY	SHIPPED VIA	FOB POINT	TERMS
FEL- FSA 2019	10-1-2018	1Year	TBD at Time of Order	Heil Dealers	Driveaway	Dealership	Net 30

Body
Heil Half / Pack Front End Loader -- 28 yard w/ 12 yard hopper

Standard Options

Pump: Front Mount Vane Pump
Mounting Full Body
Camera 1: Third Eye Camera Tailgate Mounted with Monitor
Paint: Single Paint Color -- Dupont Imron 5000
Freight from Ft. Payne
Warranty: Total (1) One Year

Total Body and Options Above	\$114,045.00
Paint Ready Unit	\$ 4,500.00
Tool Box	\$ 750.00
Mouthwash Tank	\$ 2,520.00
Hopper Camera Additional	\$ 880.00
Infinity Packer Cyld	\$ 2,875.00

Total w/additional Options \$ 125,570.00

THANK YOU FOR THE OPPORTUNITY TO QUOTE!

If you have any questions concerning this quotation, please feel free to contact us.

Drew Weil



**MACK**

TECHNICAL SPECIFICATION

TERRAPRO 64R

CUSTOMER/VEHICLE INFO		DESCRIPTION
S	CHASSIS (BASE MODEL)	TERRAPRO 64R-DAYCAB
S	PRICE BOOK LEVEL	2019B Pricebook
	VEHICLE MODEL YEAR	2019 MODEL YEAR
	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
S	TYPE OF SERVICE	COMMERCIAL
S	WARRANTY REGISTRATION LOCATION	US - WARRANTY REGISTRATION LOCATION
S	INITIAL REGISTRATION LOCATION	ALL 50 STATES, CARB ENGINE EMISSION (US17)
S	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH
S	VEHICLE APPLICATION CLASS	CLASS B HIGHWAY-INNER CITY
S	VEHICLE USE & BODY/TRAILER TYPE	REFUSE FRONT LOADER TRUCK
S	TERRAIN GRADE	NORMAL HIGHWAY, STARTING GRADES<12%
S	LOADING SURFACE	CONCRETE LOADING AND / OR UNLOADING SURFACE
S	VEHICLE VOCATION	REFUSE / LANDFILL OPERATION
	SALES PROMOTION	RAPID QUOTE MANAGEMENT PROGRAM - US

ENGINE/TRANSMISSIONS		DESCRIPTION
	ENGINE PACKAGE	MP7-355A MACK 355HP @ 1500-1800 RPM (PEAK) 2100 RPM (GOV) 1260 LB-FT, US'17
S	TRANSMISSION	4500 RDS 6 SP-ALLISON RUGGED DUTY SERIES GEN 5 W/PROGNOSTICS
S	ENGINE GOVERNOR TYPE	ENGINE GOVERNOR TYPE MIN-MAX

EXHAUST/EMISSIONS		DESCRIPTION
S	CARB 2008 IDLE REGULATION	IDLE EMISSION CERTIFICATION, CARB 08
S	DPF DIESEL PARTICULATE FILTER	CLEARTECH W/ DPF VERTICAL LH SIDE BACK OF CAB W/SCR VERT RH SIDE BOC
S	EXHAUST AFTERTREATMENT SYSTEM	EXHAUST AFTER-TREATMENT SYSTEM DIESEL PARTIC FILTER CERAMIC PASSIVE REGEN
S	DEF TANK	6.6 GALLON (25L) 22" DIAMETER TANK RIGHT SIDE MOUNTED
S	EXHAUST	SINGLE VERTICAL RIGHT SIDE OUTBOARD MOUNTED STRAIGHT EXH STACK PLAIN END, SIDE OUTLET DIFFUSER
S	EXHAUST SYSTEM MATERIAL FINISH	W/O VERT EXH-BRIGHT FINISH

EXHAUST/EMISSIONS		DESCRIPTION
S	REGENERAT CONTROL SWITCH, DPF	NO INHIBIT DPF REGENERATION SWITCH
S	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2018

ENGINE EQUIPMENT		DESCRIPTION
S	AIR CLEANER	13" (330 mm) DIAMETER BEHIND CAB W/SNORKEL, SINGLE ELEMENT DRY TYPE
S	AIR COMPRESSOR	MERITOR/WABCO 636 (37.4 CFM)
	ALTERNATOR	DELCO 12V 160A (24SI)
	BATTERIES	(3) MACK 12V 1000/3000 CCA THREADED STUD TYPE
S	BATTERY BOX - MOUNTING	SINGLE BOX (3) BATTERY MAX PERP. TO FRAME 11" FROM NTOF
S	BATTERY BOX COVER	MOLDED PLASTIC
	BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE
S	STARTER	12 VOLT DELCO 39MT-MXT
S	ENGINE BRAKE	MACK MP7 POWERLEASH
S	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE
S	COOLANT PROTECTION	CHEVRON FULLY FORMULATED COOLANT W/ NITRATES (50/50 MIX DYED PINK) TO -34DEG
S	COOLANT FILTER / CONDITIONER	MACK COOLANT CONDITIONER
S	COOLING PERFORMANCE	W/O AUXILIARY COOLING
S	HOSES - RADIATOR/HEATER	SILICONE RADIATOR AND HEATER HOSES
S	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE (INTEGRAL W/PRIMARY FUEL FILTER)
S	OIL PAN	OIL PAN
	ENGINE BLOCK HEATER	120V 1500 WATT ENGINE BLOCK HEATER
	ENGINE BLOCK HEATER RECEPTACLE (CA)	ENGINE BLOCK HEATER RECEPTACLE, BASIC LOCATION

CLUTCH/TRANS EQUIPMENT		DESCRIPTION
	DRIVELINE - MAIN	SPICER 1810 HD W/COATED SPLINES
	DRIVELINE - INTERAXLE	SPICER 1710 HD W/COATED SPLINES
S	PROPELLR SHAFT MAIN, UNVSL JNT	PROPELLER SHAFT MAIN, UNIVERSAL JOINT HALF-ROUND TYPE
S	PROP SHAFT INTERAXL UNIV JOINT	HALF-ROUND UNIVERSAL JOINT
S	TRANSMISSION TORQUE CONVERTER	FURNISH TC541 FOR USE W/ALLISON (HD) SERIES WORLD TRANSMISSION
S	LUBRICANTS, TRANSMISSION	TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS
	TRANSMISSION OIL COOLER	FURNISH FOR ALLISON TRANSMISSION W/DIRECT MOUNT COOLER

FRONT AXLE EQUIPMENT		DESCRIPTION
S	FRONT AXLE	20000# (9100 KG) MACK FXL20 WIDE PIVOT CENTER STRAIGHT SPINDLE/UNITIZED BEARINGS
	SPRINGS - FRONT	MACK MULTILEAF 20000# (9100 KG) GROUND LOAD RATING
	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 6" Q+
	BRAKE LINING MATERIAL FRONT	MERITOR R403
S	BRAKE, FRONT	CAST IRON
S	FRONT BRAKE ADJ. MANUFACTURE	HALDEX - AUTOMATIC
S	FRONT BRAKE CHAMBER MFG.	FRONT BRAKE CHAMBER MANUFACTURER, MGM
S	FRONT BRAKE CHAMBER SIZE	FRONT BRAKE CHAMBER 30SQ INCHES (SERVICE)
S	HUB MATERIAL, FRONT	FERROUS
S	SHOCK ABSORBER, FRONT	DOUBLE ACTING TYPE

FRONT AXLE EQUIPMENT		DESCRIPTION
S	STEERING	XD120 SHEPPARD STEERING GEAR (RATIO 23:1)

REAR AXLE EQUIPMENT		DESCRIPTION
	REAR AXLES - TANDEM	46000# (20900kg) MACK S462R CAST DUCTILE HOUSING
S	REAR AXLE CASING WIDTH	W/O WIDE TRACK AXLE OPTION
S	CARRIER - REAR AXLE	CRDP150/151 AVAILABLE WITH OPTIONAL DRIVER CONTROLLED INTERWHEEL DIFFERENTIAL LOCKS, SEE 254 SYMBOL
	REAR AXLE RATIO	4.80 RATIO
	REAR SUSPENSION - TANDEM	SS462 MACK MULTILEAF (CAMELBACK) 46000# - STANDARD SPRING THICKNESS
	REAR SUSP. BEAM BUSHINGS	BRONZE
S	BOGIE SPREAD, REAR	50" AXLE SPACING (BOGIE WHEELBASE)
S	REAR SPRING INSULATOR MAT'L	RUBBER SHOCK INSULATORS
	BRAKES - REAR	MERITOR - CAM 16.5"x8.0" Q+ (Total for QTY = 2)
	BRAKE LINING MATERIAL DRIVE	ABEX 931-162 (MERITOR R301)(REAR EACH AXLE 23,000LBS MAX)
S	BRAKE DRUMS/ROTORS - REAR	CAST IRON
S	REAR BRAKE ADJ MANUFACTURE	HALDEX - AUTOMATIC
S	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE
S	REAR BRAKE CHAMBER MFG.	MGM MODEL TR-T; TAMPER-RESISTANT BRAKE CHAMBERS (Total for QTY = 2)
S	BRAKE CHAMBER DIAPHRAGM MATERIAL (CA)	W/O BRAKE DIAPHRAGM OPTION
S	HUB MATERIAL, DRIVE	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT
S	HUB OIL SEAL, DRIVE	PREMIUM
S	SPINDLE NUTS, MAIN AXLE	SPINDLE NUTS, MAIN AXLE, INTEGRATED
S	POWER DIVIDER LOCKOUT	POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT
S	LUBRICANTS, REAR AXLE(S)	FACTORY OPTION LUBE - REAR AXLE
S	ABS SENSOR & MODULATOR	4S/4M SYSTEM REAR WHEEL END SENSORS
S	ANTILOCK BRAKE SYSTEM	BENDIX WITHOUT TRACTION CONTROL

FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION
S	WHEELBASE	210"
S	AF (OVERHANG)	113"
S	FRAME RAILS	STEEL-5/16" X 13 1/4" X 3 1/4"
S	FRAME INNER LINER	FULL INSIDE REINFORCEMENT, STEEL 1/4" 6.35
	FRONT FRAME EXT. (BOLTED ON)	10" FRONT FRAME EXTENSION FOR REFUSE SERVICE
S	CROSSMEMBERS	STEEL 1/2" PL BOLTED BOC & INTERMDT 1/8" BELOW TOP OF RAIL
S	AUX CROSSM. IN REAR OVERHANG	STEEL SINGLE CHANNEL (1)
S	REAR CROSSMEMBER OPTIONS	FURNISH STANDARD STEEL CLOSING REAR CROSSMEMBER
S	MUDFLAP, FRONT AXLE	12" FRONT FENDER MOUNTED
S	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL (INCL. CENTER TOW PIN) N/A W/ FRONT FRAME EXT.
	GUARD, UNDER ENGINE BAYT	SKID PLATE UNDER BUMPER AND RADIATOR
S	TOWING DEVICE, FRONT	CENTER TOW CAPABILITY BASED ON BUMPER SELECTION
S	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON R.H TANK
	FUEL TANK - RH	80 GALLON (300 L) STEEL, 26"x24" RECTANGULAR
S	FUEL HOSES, LIQUID	BRAIDED HOSE
S	FUEL TANK POSITION (CA)	RELOCATE R.H. TANK AS FAR FORWARD AS POSSIBLE, 5" BELOW TOP OF RAIL
S	FILLER NECK SCREENS	FOR RH FUEL TANK, INCLUDES SUMP

PRICELIST DATE	QUOTATION	DATE	PAGE	CUSTOMER NAME	DEALER NAME
20171208	NEXT2019000152C635	4/25/2019	3 of 8	TOWN OF LAKE PARK	NEXTRAN CORPORATION

AIR/BRAKE		DESCRIPTION
S	AIR DRYER - MANUFACTURER	WABCO AIR DR,1800P W/O TURBO CUT OFF VALVE,W/COALESC OIL FILTER
S	AIRTANK DRAIN VALVE	MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS
S	AIRTANK MATERIAL	STEEL
S	AIR DRYER POSITION (CA)	W/O RELOCATION OPTION
S	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM
	BODY BUILDER, AIR PREP KIT	BODYBUILDER AIR LINES (SEVEN 1/4" AIR LINES FOR USE W/PNEUMATIC JOYSTICKS)

ELECTRICAL		DESCRIPTION
S	ROOF MARKER LIGHT	(7) MARKER AND CLEARANCE
S	HEADLIGHT LAMP TYPE	HEADLAMP BULB TYPE, HALOGEN
S	DAYTIME RUNNING LIGHTS	PARK BRAKE ACTIVATED
S	TAIL LAMPS	INCANDESCENT TAIL LAMPS
S	AUX. POWER OUTLET, INTERIOR	COMPUTER AND 2-WAY RADIO DEDICATED CIRCUIT
	FRONT & SIDE INDICATOR LMP TYP	W/O MARKER/DIR SIGNAL OPTION

PTO		DESCRIPTION
	HYDRAULIC PUMP	FURNISH PUMP MTG PROVISIONS - INCLUDE WIRING, SWITCHES, AND INDICATORS AS REQUIRED
	CRANKSHAFT ADAPTER	1350 SERIES FLANGE (DOES NOT INCLUDE FRONT FRAME EXTENSION)
S	BODY BUILDER MODULE	EL PREP KIT,REFUSE (NO PASS THRU, 9 & 29 PIN BOC),CTRL LINK2

SPECIALTY EQUIPMENT		DESCRIPTION
S	TRANSPORT ADAPTATION	FURNISH DRILLINGS ONLY TIE DOWN BRKTS 173"WBNO FRAME MODIFICATIONS PROVIDED
S	CERTIFIED WEIGHT	CERTIFIED WEIGHT

CAB (A THRU G)		DESCRIPTION
S	CLIMATE UNIT	MACK INTEGRAL W/HEATER (COMBO HEATER/AIR CONIDITIONER UNIT) W/R134a REFRIGERANT
S	AIR RESTRICTION INDICATOR	GRADUATED LOCK UP (AIR CLEANER INTAKE MOUNTED)
S	FLOOR MATS	FLOOR MAT, RUBBER
S	GAUGE - TRANSMISSION OIL TEMP	TRANSMISSION GAUGE AND TRANS. OIL HIGH TEMPERATURE LIGHT
S	GAUGES - UNIT OF MEASURE	U.S. UNITS (PREDOMINANT)

CAB (H THRU R)		DESCRIPTION
S	CENTER CONTROLE CONSOLE	CONSOLE INCLUDED WITH CONTROL LINK II
S	KEYED ALIKE CHASSIS	CHASSIS KEYED AT RANDOM - 2 KEYS
S	IGNITION TYPE	KEY TYPE
S	FORWARD OVERHEAD STORAGE	FORWARD OVERHEAD STORAGE, RADIO SHELF, COVER, BLANK, BLANK
S	AUDIO ACCOMMODATION	AM/FM PREMIUM STEREO, CD-PLAYER, MP3, WEATHERBAND, HANDSFREE INTERFACE, BLUETOOTH
S	ANTENNA - RADIO	RADIO ANTENNA, CH STYLE COWL MOUNTED ON LH SIDE
	AUDIO SHUTOFF	AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE
S	POWER LEADS	FURNISH IN OVERHEAD CONSOLE

CAB (S THRU Z)		DESCRIPTION
	SEAT - DRIVER'S	BOSTROM TALLADEGA 905 (MID-BACK) AIR SUSPENSION
	SEAT - PASSENGER'S	MACK FIXED (MID-BACK) NON-SUSPENSION
	SEAT COVERING	ALL VINYL, CAB INTERIOR DEPENDENT COLOR DRIVER & RIDER SEATS
	SEAT BELT(S)	LAP & SHOULDER SEAT BELTS (ORANGE)/RETRACTORS, FOR DRIVER AND RIDER SEAT
S	STEERING WHEEL	TWO SPOKE URETHANE GRIP CHARCOAL SPOKES
S	WINDSHIELD PROTECTOR	FURNISH WINDSHIELD PROTECTOR
S	WINDSHIELD WND DEFLECTOR (CA)	FURNISH STANDARD FINISH

CAB EXTERIOR		DESCRIPTION
S	EMBLEMS OPTION	EMBLEMS OPTION, COMPLETE
S	FRONT GRILLE	STANDARD FINISH
S	CAB	CA531 LOW-PROFILE COE (WELDED STEEL GALVANIZED SHELL) INCLUDES MACK RUST PREVENTATIVE PROCEDURES
	CAB DOOR OPTIONS	DOORS, FIBERGLASS, LH & RH ROLL UP WINDOWS
S	CAB TILT PUMP	LOCATED IN STD LOCATION
S	CAB INSTEP VERSION	FURNISH STANDARD (2) STEP CAB ACCESS OPTION
S	CAB GRAB HANDLE	STANDARD GRAB HANDLE OPTION RH & LH, BEHIND DOOR
S	HORN - AIR	(1) BLACK TWIN TRUMPET, UNDER CAB MOUNTED
S	HORN - ELECTRICAL	SINGLE TONE
S	MIRRORS - EXTERIOR	FLAT MIRROR - POLISHED ALUMINUM FINSH, W/O LAMPS
	MIRRORS - CONVEX TYPE CAB DOORS	BRIGHT FINISH, LH & RH 8.9" DIA; MOUNTED BELOW WEST COAST MIRROR
	MIRRORS - PROXIMITY	RECT CONVEX ABOVE RH DOOR WINDOW

WHEELS & TIRES		DESCRIPTION
S	GHG STEER TIRE CATEGORY (PAWS)	LOW ROLLING RESISTANCE, BETTER FUEL ECONOMY
S	TIRES BRAND/TYPE - FRONT	315/80R22.5 L BRIDGESTONE M860A (ALL POSITIONS) (Total for QTY = 2)
S	WHEELS - FRONT	22.5x9.00 ALCOA ULTRA ONE ALUM DISC 10-HP; 11.25" BC, 5.96"INSET (Total for QTY = 2)
	WHEEL FINISHING, FRONT	POLISHED ALUMINUM DISC OUTSIDE SURFACE ONLY (Total for QTY = 2)
S	FRONT AXLE TIRE & WHEEL QUANTITY	TWO FRONT TIRES & WHEELS
	GHG DRIVE TIRE CATEGORY (PAWS)	ADVANCED LOW ROLLING RESISTANCE, BEST FUEL ECONOMY
	TIRES BRAND/TYPE - REAR	315/80R22.5 L BRIDGESTONE M860A (ALL POSITIONS) (Total for QTY = 8)
S	TIRE SPEED LIMIT	TIRE SPEED LIMIT BASIC
	WHEELS - REAR	22.5x9.00 ALCOA ULTRA ONE ALUM DISC 10-HP, 11.25" BC, 6.94" OFFSET (Total for QTY = 8)
	REAR DISC WHEEL:POLISH	PROVIDE POLISHED FINISH - OUTBOARD OF DUAL WHEELS CONCAVE SIDE (Total for QTY = 8)
S	REAR AXLE TIRE & WHEEL QUANTITY	EIGHT REAR AXLE TIRES & WHEELS
S	DRIVE WHEEL STUDS	DRIVE WHEEL STUDS LONGER LENGTH
S	TIRE INFLATION VALVE	PROVIDE STANDARD VALVE STEMS AND CAPS
S	WHEEL NUT FINISH, REAR (CA)	WHEEL NUT BASIC FINISH, REAR

COMMUNICATION SYSTEMS		DESCRIPTION
S	TELEMATIC GATEWAY	GUARDDOG CONNECT WITH 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES
	REMOTE DIAG SERVICES	REMOTE DIAGNOISTIC SERVICES, ENABLED

ENGINE ELECTRONICS		DESCRIPTION
S	OIL PRESSURE, ENGINE SHUTDOWN	OIL PRESSURE, ENGINE SHUTDOWN
S	COOLANT TEMP, ENGINE SHUTDOWN	COOLANT TEMP, ENGINE SHUTDOWN
S	ENGINE PROTECTION SYSTEM	ENGINE PROTECTION (SHUTDOWN)
S	ENGINE IDLE CONTROL	IDLE CONTROL, 650 RPM
S	SMART IDLE ELEVATED IDLE RPM TIME	INCREASE 10 MINUTE MAXIMUM TIME
S	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED
S	ENGINE IDLE SHUTDOWN TIME	IDLE SHUTDOWN TIME 10 MIN.
S	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME
S	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY
S	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY
S	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE
S	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT
S	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 10 DEG C, (50 DEG F)
S	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)
S	EL HD THROTTLE,MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KM/H (10 MPH)
S	EL HAND THROTTLE,MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM
S	EL HAND THROTTLE,MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM
S	EL HD THROTTLE,SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC

TRANSMISSION ELECTRONICS		DESCRIPTION
S	HILL START ASSIST	WITHOUT HILL START ASSIST
	TRANSMISSION ELECTRONICS	ALLISON VOC PKG# 142 RDS REFUSE WITH AUTO-NEUTRAL, LBSS, PBAN
	ALLISON GPIO PACKAGE	WITHOUT GPIO PACKAGE
	ROLL DIRECTION CHANGE INHIBIT	WITHOUT ROLLING DIRECTION CHANGE INHIBIT
	AUX FUNCTION RANGE INHIBIT	WITHOUT AUXILIARY FUNCTION RANGE INHIBIT
	PRESELECT GEAR IN ENG. BRAKE	WITHOUT ALLISON PRESELECTED GEAR DURING ENGINE BRAKING
	DIRECTION CHANGE ENABLE	WITHOUT DIRECTION CHANGE ENABLE FUNCTION (DATALINK)
	PRIMARY CALIBRATION SHIFT MASK	WITHOUT PRIMARY CALIBRATION SHIFT SELECT MASK
	SECOND CALIBRATION SHIFT MASK	WITHOUT SECONDARY CALIBRATION SHIFT SELECT MASK
	FUELSENSE CALIBRATION	WITHOUT FUELSENSE
	LOAD/GRADE SHIFT SENSING	WITHOUT LOAD/GRADE SHIFT SENSING
	DYNACTIVE BIAS IN PRIMARY MODE	WITHOUT DYNACTIVE BIAS, PRIMARY CAL
	DYNACTIVE BIAS SECONDARY MODE	WITHOUT DYNACTIVE BIAS, SECONDARY CAL
	NEUTRAL AT STOP	WITHOUT NEUTRAL AT STOP
	ACCELERATION RATE MGMT BIAS	WITHOUT ALLISON ACCELERATION RATE MANAGEMENT

VEHICLE ELECTRONICS		DESCRIPTION
S	ROAD SPEED LIMITER SETTING	105 KM/H ROAD SPEED LIMITER(65 MPH)
S	PEDAL RSL SETTING	105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)
S	CRUISE CONTROL	WITH CRUISE CONTROL
S	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)
S	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)
S	ENG BRK ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED
S	DETECTION SPEED SENSR TMPRNG	DETECTION OF SPEED SENSOR TAMPERING, ENABLE

PRICELIST DATE	QUOTATION	DATE	PAGE	CUSTOMER NAME	DEALER NAME
20171208	NEXT2019000152C635	4/25/2019	6 of 8	TOWN OF LAKE PARK	NEXTRAN CORPORATION

VEHICLE ELECTRONICS		DESCRIPTION
S	ENG TORQUE LIMIT,SPEED SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED
S	ENGINE OVERSPEED,ALL COND, LOG	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM
S	ENGINE OVERSPEED,FUELED, LOG	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM
S	VEHICLE OVERSPEED,ALL COND,LOG	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)
S	VEHICLE OVERSPEED, FUELED, LOG	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)
S	ENGINE IDLE DELAY TO LOG	ENGINE IDLE DELAY TO START LOG, 2 MIN
S	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH
S	VEHICLE APP SERVICE INTERVALS	SERVICE INTERVALS, VOCATIONAL APPLICATION
S	SERVICE ALERT	WITH SERVICE ALERT
S	MAINTENANCE DUE ALERT %	ACTIVATE ALERT AT 90% OF THE TIME/DISTANCE SETTING

PTO ELECTRONICS		DESCRIPTION
S	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM
S	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC
S	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM
S	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM
S	PTO1 DECEL BUMP-DOWN RPM	PTO1 DECEL "BUMP-DOWN" 50RPM
S	PTO 2ND, SINGLE SPEED SETTING	PTO2 SINGLE SPEED SETTING, 1000 RPM
S	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC
S	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM
S	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM

PAINT		DESCRIPTION
S	PAINT DESIGN	SINGLE COLOR
S	PAINT TYPE	SOLID PAINT
S	PAINT COLOR - FIRST COLOR	MACK WHITE (HIGH GLOSS)
S	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR
S	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR
S	CAB COLOR	SAME AS FIRST COLOR - CAB
S	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT
	PAINT: CAB INTERIOR	W/O SPECIAL CAB INTERIOR PAINT (PAINT EXTERIOR COLOR)
	CHASSIS RUNNING GEAR PROCESS CODE	CHASSIS PAINT PROCESS, STANDARD COLOR (MACK BLACK) 6ABZ1X
S	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE)
S	BUMPER	PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR
S	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	PAINT FUEL TANK SAME COLOR AS CHASSIS RUNNING GEAR
S	PRE-FINISHED DISC WHEELS, FRONT	WITHOUT SPECIAL PRE-FINISHED OPTION
S	PRE-FINISHED DISC WHEELS, REAR	WITHOUT SPECIAL PRE-FINISHED OPTION
S	PAINTED DISC WHEELS, FRONT	WITHOUT PAINT
S	PAINTED DISC WHEELS, REAR	WITHOUT PAINT

PRICELIST DATE	QUOTATION	DATE	PAGE	CUSTOMER NAME	DEALER NAME
20171208	NEXT2019000152C635	4/25/2019	7 of 8	TOWN OF LAKE PARK	NEXTRAN CORPORATION

PAINT		DESCRIPTION
S	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR
S	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR

CALCULATED CODES - KAX		DESCRIPTION
S	PROPCALC SELECTION (CA)	YES, THE ORDER MUST BE CALCULATED

BASE WARRANTY & PURCHASED COVERAGES		DESCRIPTION
S	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION
S	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)
S	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)
S	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)
S	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data)
S	CARRIER & AXLE HOUSING WARRANTY	STANDARD MACK HEAVY DUTY COVERAGE 36 MONTHS / 350,000 (563,000 KM)
S	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE
S	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES
S	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)
S	GUARDDOG CONNECT BUNDLE	24 MONTH - GUARDDOG CONNECT WITH MACK OTA (with ASIST and Mack OneCall)
S	PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION	W/O PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION COVERAGE



QUOTATION

Prepared For:
 BIDDERS
 Florida Sheriffs Association

Ship To:
 Florida Truck Dealer

Prepared By:
 Sunbelt Waste Equipment

QUOTE REFERENCE NUMBER	ISSUE DATE	VALID FOR	EST. DELIVERY FROM RECEIPT OF ORDER	SUBMITTED BY	SHIPPED VIA	FOB POINT	TERMS
FEL- FSA 2019	10-1-2018	1Year	TBD at Time of Order	Heil Dealers	Driveaway	Dealership	Net 30

Body

Heil Half / Pack Front End Loader – 28 yard w/ 12 yard hopper

Standard Options

Pump: Front Mount Vane Pump
 Mounting Full Body
 Camera 1: Third Eye Camera Tailgate Mounted with Monitor
 Paint: Single Paint Color – Dupont Imron 5000
 Freight from Ft. Payne
 Warranty: Total (1) One Year

Total Body and Options Above	\$114,045.00
Paint Ready Unit	\$ 4,500.00
Tool Box	\$ 750.00
Mouthwash Tank	\$ 2,520.00
Hopper Camera Additional	\$ 880.00
Infinity Packer Cyld	\$ 2,875.00

Total w/additional Options \$ 125,570.00

THANK YOU FOR THE OPPORTUNITY TO QUOTE!

If you have any questions concerning this quotation, please feel free to contact us.

Drew Weil



FLORIDA SHERIFFS ASSOCIATION
FSA18-VEH16.0

TOWN OF LAKE PARK

MACK/HEIL LR64R ASL REFUSE TRUCK

PRESENTED BY

DAVID GLUCKLER
NEXTRAN TRUCK CENTERS

772 486 3899

561 842 6225

dgluckler@nextrancorp.com

FSA Cooperative Purchasing Program



Contract: FSA18-VEH16.0
Cab & Chassis Trucks & Heavy Equipment

Contract: FSA18-VEL26.0
**Police Rated, Administrative,
Utility Vehicles, Trucks and Vans**

Contract Terms and Conditions



ISUZU



FLORIDA SHERIFFS ASSOCIATION BID SHEET

CUSTOMER: TOWN OF LAKE PARK
 BID NUMBER: FSA 18-VEH16.0 / spec #16
 DATE: MAR 2019
 DESCRIPTION: MACK LR64R ASL REFUSE TRUCK

BASE PRICE: TANDEM REFUSE TRUCK 139,580

PUBLISHED OPTIONS:

20F46R	GVWP TO 66K	2675
FEPTO	FEPTO	875
1442103	LCF RIGHT SIDE STEER	6,500
3180010	BATTERY DISCONNECT	125
1529009	MOTO MIRRORS	350
BBA-PK7	BB AIR LINES	175
2LCA1X	CAB CORNER PROTECTION	275
NEW	MUNI TAG	300
WARRANTY	5YR/150,000MILE EP2/EATS/ALLISON	3,900

CHASSIS TOTAL: 154,755

HEIL ASL (ATTACHED) 291.102



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

60,000 LB GVWR CAB & CHASSIS - 4X6 TANDEM AXLE REFUSE TRUCK (ONLY) SPECIFICATION #16

2019 Mack TE Series

The Mack TE Series purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$139,580.00	\$139,580.00	\$139,580.00	\$139,580.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	TE Series			
DEALER:	Nextran	Nextran	Nextran	Nextran
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$139,580.00	\$139,580.00	\$139,580.00	\$139,580.00

Order Code	Delete Options	All Zones
	Engine/transmission - specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA

Order Code	Add Options	All Zones
1001759 ¹	Engine upgrade - specify <i>MP7 355HP with 1260 ftlbs of torque¹</i>	\$575.00 ¹
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA

20F46R ¹	GVWR upgrade - specify <i>66,000lb GVWR package, Front 425 Tires(900-1364)/ front wheels steel: 22.5x12.50(531-2724) /static load cushions FA (384-000)/46,000 MACK (186-1035)/ SS462 - Camelback suspension¹</i>	\$2,675.00 ¹
	64,000 lb. GVW package	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	Hybrid option	NA
	Bi-fuel model - specify	NA

1003107 ¹	CNG prep - specify <i>CNG Prep - 64R G with Cummins ISL-G 320HP, Fuel tanks not included, base chassis upgrade¹</i>	\$5,500.00 ¹
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
	Nitrogen filled tires including spare tire	NA

VEHICLE:	TE Series			
DEALER:	Nextran	Nextran	Nextran	Nextran
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$139,580.00	\$139,580.00	\$139,580.00	\$139,580.00

Z9XB3X ¹	Double Frame: full steel insert <i>Double Frame: Full steel insert</i> ¹	Incl. ¹
2401501 ¹	Front Axle - specify <i>Front Axle - Mack FXL20 Wide pivot 20,000lbs</i> ¹	Std ¹
1861044 ¹	Rear Axle - specify <i>Rear Axle - Mack S40 40,000lbs</i> ¹	Std ¹
1862406 ¹	Rear Suspension - specify <i>Rear Suspension - 46,000lb Meritor RT46-160 with Hendrickson HN462 Suspension</i> ¹	\$3,765.00 ¹
	Rear Suspension - specify	NA
NEX 20 RDA ¹	Rigid Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels <i>Rigid Lift Axle: Pusher / 20,000lb rating air lift to include 11R22.5 tires with steel wheels</i> ¹	\$6,952.00 ¹
NEX 20 STA ¹	Steerable Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels <i>Steerable Lift Axle: Pusher / 20,000lb rating air lift to include 11R22.5 tires with steel wheels</i> ¹	\$8,450.00 ¹
FEPTO-PKG ¹	Front Engine PTO Provision (FEPTO) <i>Front Engine PTO Provision (FEPTO) - FFE330 Front Frame Extension for Extended Bumper, 1830002 Flange adapter 1350, 826-004 Pump Mounting Kit, 5EXH1X Skid Plate Under Bump/Rad.</i> ¹	\$875.00 ¹
1442103 ¹	LCF with right hand steering <i>RH and LH sit down, RH Drive only.</i> ¹	\$6,500.00 ¹
	LCF with dual steering	NA
1442100 ¹	LCF Low Profile with left hand steering <i>LCF Low Profile with left hand steer - MODEL LR64R Terrapro</i> ¹	\$6,800.00 ¹
1442102 ¹	LCF Low Profile with dual steering <i>LCF Low profile with dual steer - Model LR64R with dual sitdown, dual steering</i> ¹	\$7,850.00¹
1442101 ¹	LCF Low Profile with dual steering & right hand stand up <i>LCF Low profile with dual steer and right hand stand up - Model LR64R Standard configuration</i> ¹	\$7,150.00 ¹
2540401 ¹	Driver controlled differential lock <i>Driver Controlled Differential Lock - Inter wheel Differential Lock (Both Axles)</i> ¹	\$958.00 ¹
NEX 60 174/RP 4500 ¹	Refuse body - state model bid and description <i>60,000 Roll off hoist and Tarp</i> ¹	\$36,270.00 ¹
60K AFR ¹	Optional mounted body - specify <i>60,000 Above Frame Roll Off Hoist and Tarp</i> ¹	\$53,025.00 ¹
NEX 20 RRL LM ¹	Optional mounted body - specify <i>20 CU YD Refuse Rear Loader</i> ¹	\$53,815.00 ¹
NEX 25 RRL H ¹	Optional mounted body - specify <i>25 CU YD Refuse Rear Loader</i> ¹	\$78,875.00 ¹
NEX 32 RRL MCN ¹	Optional mounted body - specify <i>32 CU YD Refuse Rear Loader</i> ¹	\$80,200.00 ¹
NEX 40 RFL H ¹	Optional mounted body - specify <i>40 CU YD Refuse Front Loader</i> ¹	\$121,580.00 ¹
NEX 28 RASL MCN ¹	Optional mounted body - specify <i>28 CU YD Refuse Automated Side Loader</i> ¹	\$120,025.00 ¹

VEHICLE:	TE Series			
DEALER:	Nextran	Nextran	Nextran	Nextran
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$139,580.00	\$139,580.00	\$139,580.00	\$139,580.00

Optional equipment - specify	NA
Optional equipment - specify	NA
Optional equipment - specify	NA
Temporary tag	Std
Transfer existing registration (must provide tag number)	\$100.00
New state tag (specify state, county, city, sheriff, etc.)	\$300.00
Maintenance Plan - specify	NA
Maintenance Plan - specify	NA
Maintenance Plan - specify	NA
PLAN 2 MP7 ¹ Warranty - specify	
<i>Extended warranty - 60 months 250,000 miles on Mack aftertreatment system and Mack MP7 Engine¹ \$2,750.00¹</i>	
<i>Warranty - specify NA Warranty - specify NA Diesel Warranty - specify NA Diesel Warranty - specify NA Diesel Warranty - specify NA</i>	



QUOTATION

Prepared For:
BIDDERS
Florida Sheriffs Association

Ship To:
Florida Truck Dealer

Prepared By:
Sunbelt Waste Equipment

QUOTE REFERENCE NUMBER	ISSUE DATE	VALID FOR	EST. DELIVERY FROM RECEIPT OF ORDER	SUBMITTED BY	SHIPPED VIA	FOB POINT	TERMS
ASL-2019FSA	10-1-2018	1 Year	TBD at Time of Order	HEIL DEALERS	DRIVE AWAY	DEALER	NET 30 DAYS

Body

Heil Dura-Pack Python 28Yd

Standard Options

Double Camera System
20 Lb. Fire Extinguisher
All Standard Features
Freight from Ft. Payne
12 Month Warranty

Total Body and Options above \$128,622.00
 Dump Model unit \$415.00
 890 PTO Kit Complete up charge \$3,850.00
 Remote Controls Under R/S Seat \$1,590.00
 Tool Box DOT Bumper Mounted \$790.00
 Additional Hopper Camera 3rd \$880.00
 Grabbers to be Chosen by Customer NO CHARGE***

TOTAL W/ALL OPTIONS SELECTED \$ 136,147.00

THANK YOU FOR THE OPPORTUNITY TO QUOTE!

If you have any questions concerning this quotation, please feel free to contact us.

Drew Weil
Sunbelt Waste Equipment
2201 N.W. 22nd St.
Pompano Beach, FL 33069
561-274-8505
954-444-1529 Cell
drewweil@sunbeltwaste.com

MEMO

TO: RICHARD SCHERLE Public Works Director

FROM: PAUL MATHIS

DATE: May 15, 2019

RE: Need to replace Sanitation Vehicles #47 and #48

The increasing cost of maintenance and the decreasing reliability of Frontloader #47 and the lack of parts and service support for Sideloader #48 is the reason for this memorandum. Its purpose is to better explain why these two vehicles are in need of replacement.

#47 is a 2008 Autocar WX64 6x4 class 8 cab forward chassis VIN# 5V CDC6JF59H208150 with a Heil 40cyd Frontloader body purchased by the town in 2008. The #47 was the first of 3 such Autocar WX64's for commercial frontloaders and a sideloader. At that time the town's normal class 8 chassis manufacturer, Mack was having well documented issues with meeting EPA's Tier 2 diesel engine requirements. As an early production vehicle #47 has had a higher occurrence of mechanical failures that have not plagued the other 2 town owned Autocar WX64's which are later production models. As such #47 spent far more down time either at the Town garage or the Autocar dealer for reoccurring problems with the engine mechanical or emission systems, transmission, Air pump and Air brake systems, front suspension, cab jack and mounts, air conditioning and cab/chassis electrical systems. Most of the replacement parts are proprietary to Autocar and are quite expensive. Some of these problems sidelined the vehicle for months. In the last 6 months for example, repairs to the Air conditioning blower and duct system and a turbo replacement which had #47 down from 12/2018 until 3/2019. As #47's lower mileage at 48,000 attests, this vehicle has about a 60-70 % availability and has proven to be the most unreliable of all the Frontloaders in the Sanitation fleet. Also at 11 years of age as a frontline truck, the vehicle is past the time frame of the industry standard of replacement at 7 years or ten years with a quality refurb.

#48 is a 2006 American LaFrance Condor 6x4 class 8 cab forward VIN# 5SXHANCY77RY35803 with a Heil sideloader body purchased in 2006. American LaFrance went out of business in 2014 and no longer provides parts or dealer support for this chassis. As such finding replacement parts for this chassis has become increasingly difficult over the last 5 years and in many cases nonexistent. With that in mind and the vehicles 13 years as a frontline residential truck it is a poor candidate for a refurb. In addition #48 is well past the recommended standard for replacement. For those reasons it is my recommendation that #48 be replaced.

In 2016 the town purchased one frontloader and one sideloader both on Mack class 8 cab forward chassis. Mack had since improved its products in terms of reliability that had had the town walk away from the company in the late 2000's. In the 3 years since both chassis have had a very high availability rate and minimal down time. While the body Manufacturer McNeilus suffers from issues in terms of support and service, the Mack chassis have local dealer support.

Heil garbage bodies have been purchase by the town since 1990. They are very well built and hold up well under heavy use and are excellent candidates for refurb projects as replacement parts are supported with OEM parts. I recommend that for all current and future sanitation purchases of front and sideloader vehicles have Heil bodies.

Paul Mathis

x Paul Mathis

5-15-2019

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 5, 2019

Agenda Item No. *Tab 9*

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTION 80-09-17, THE DEVELOPMENT ORDER WHICH APPROVED THE DEVELOPMENT OF A SITE PLAN FOR A 7,440 SQUARE FOOT OFFICE WAREHOUSE ON VACANT PROPERTY LOCATED AT THE SOUTHEAST CORNER OF WATER TOWER ROAD AND 14TH STREET; PROVIDING FOR AN EXTENSION OF SIX MONTHS TO THE EXPIRATION DATE TO INITIATE DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Approved by ^{ACTUAL} Town Manager *[Signature]* Date: 5/29/2019

Nadia Di Tommaso / Community Development Director
Name/Title

Originating Department: Community Development	Costs: \$ Legal review Funding Source: Town Attorney Acct. 105 (Legal) <input type="checkbox"/> Finance _____	Attachments: → Resolution <i>506-19</i> → Time Extension Application → Copy of Resolution 80-09-17 originally approving the project
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 __ <i>ND</i> or Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

On September 20, 2017, the Johnston Development Group, on behalf of Youngfish LLC, received site plan approval, with conditions, to develop the southeast corner of Water Tower Road and 14th Street with a 7,440 square foot office warehouse building (pursuant to Resolution 80-09-17). In 2018 and into 2019, the owner coordinated and applied for building permits and paid over \$100,000 in respective fees for permits and utility connection fees. Impact fees to Palm Beach County were paid in the amount of \$37,796. In late 2018, the only pending item required for issuance of the master construction permit was a copy of the recorded unity of title since the development is proposed on two separate parcels and this is a condition of approval. As 2018 progressed, the project was at a standstill since the Owner was uncertain whether he wanted to move forward with construction. A time extension was discussed with the Owner and their Agent in December 2018. In

early 2019, the Owner contemplated placing the site on the market for sale. Given the permitting advancements that had already been made, staff issued a 90-day administrative extension (permitted by Code), extending the initiation of construction from March 20, 2019 through **June 20, 2019** in an effort to secure the permits and allow either the existing owner to move forward in developing the site, or a new owner to do so. The Town Code also allows for the ability to request a Town Commission extension, in 6-month increments. Consequently, a 6-month extension is being requested. All extensions are contingent on outside agency concurrency extensions/approvals as well. This extension would allow the Owner to continue marketing the site for immediate construction since much of the permitting legwork has already been completed, in order to render the site economically viable sooner rather than later. If approved, the new expiration date would be **December 20, 2019**.

Recommended Motion: I MOVE TO APPROVE RESOLUTION 50-06-19.

RESOLUTION NO. 50-06-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTION 80-09-17, THE DEVELOPMENT ORDER WHICH APPROVED THE DEVELOPMENT OF A SITE PLAN FOR A 7,440 SQUARE FOOT OFFICE WAREHOUSE ON VACANT PROPERTY LOCATED AT THE SOUTHEAST CORNER OF WATER TOWER ROAD AND 14TH STREET; PROVIDING FOR AN EXTENSION OF SIX MONTHS TO THE EXPIRATION DATE TO INITIATE DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Johnston Group Development and Design, Inc., as the authorized agent (the Applicant), for Youngfish, LLC (the Owner) is requesting a six (6) month extension of the date to initiate development pursuant to Resolution 80-09-17 (the Development Order); and

WHEREAS, on September 20, 2017, the Development Order approved the development of a 7,440 square foot office warehouse along the southeast corner of Water Tower Road and 14th Street as legally described in Exhibit "A" attached hereto and incorporated herein (the Site); and

WHEREAS, since the approval, the Owner has paid over \$100,000 in permit and utility connection fees to Seacoast Utility Authority, and impact fees to Palm Beach County; and

WHEREAS, the Community Development Director has previously approved an administrative extension was granted to the Site rendering a new expiration date of June 20, 2019; and

WHEREAS, the Site is currently for sale by the Owner who hopes a purchaser will develop the Site in accordance with the Development Order;

WHEREAS, on behalf of the Owner, the Applicant is requesting an additional 6-month extension of the Development Order's expiration date;

WHEREAS, a six month extension would establish the new expiration date as December 20, 2019 expiration date.; and

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

Section 1: The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

Section 2. Pursuant to Code § 67-42, the Town Commission hereby approves a six month extension to the expiration date established in the Development Order. The new expiration date is December 20, 2019, contingent on the Owner or its successor or assigns establishing that it has all necessary concurrency approvals.

Section 3. This Resolution shall become effective upon adoption.

EXHIBIT "A"

LEGAL DESCRIPTION

Property Control Number: 36434220220000390

WATER TOWER INDUSTRIAL PARK LT 39

Property Control Number: 36434220220000400

WATER TOWER INDUSTRIAL PARK LT 39





JOHNSTON GROUP
DEVELOPMENT & CONSTRUCTION

Discussed in
December 2018

March 18, 2019

90-day
admin. extension
granted thru
June 20, 2019

Nadia Di Tommaso
Community Development Director
Town of Lake Park
Community Development Department
535 Park Avenue
Lake Park, Florida 33403

**Re: Fisher Contracting Corporation
Town of Lake Park Resolution 80-09-17
Request for Special Time Extension**

Dear Ms. Di Tommaso:

On behalf of Youngfish, LLC, and Fisher Contracting Corp., please accept this letter and the enclosed materials as our request for a special time extension for the above-referenced project which was approved by the Town Commission on September 20, 2017 via Resolution 80-09-17.

The currently approved building no longer meets the Fisher Contracting's needs and accordingly, the applicant has entered into a contract for the sale of the property. Given that the current approval has significant value to the buyer who would likely proceed with the project, this request for a special time extension is needed in order to maintain the existing approvals and the ability to quickly start construction.

Fisher Contracting Corp. has provided our office with copies of invoices for the preparation of architectural and engineering construction plans and documents associated with this project. The expenditures made by Fisher Contracting Corp. are summarized as follows:

1. Kimley-Horn & Associates for the preparation of Traffic Impact Statement and Parking Analysis: \$3,450.00;
2. Johnston Group Development & Design, Inc. for development management and land entitlements, and the preparation of site and landscape plans: \$29,393.07;
3. GCP Architecture, LLC for the preparation of building construction plans: \$18,311.17;
4. Smiley & Associates for the preparation of engineering construction plans: \$20,807.77.

Additionally, submitted herewith in support of this application are the following items:

5090 PGA Boulevard, Suite 200 • Palm Beach Gardens, FL 33418
561.691.4552 p • 561.691.4553 f
www.JohnstonGroupInc.com
CGC 1526429

1. Your e-mail correspondence with Jeff Fisher dated September 25, 2018 confirming that nothing is owed for the review of building permit plans and that there is a surplus of \$956.75 in the applicant's escrow account.
2. Town of Lake Park Receipt for payment of building permit fees. - \$37,796
3. Palm Beach County Receipt No. 2018-0621-131 for payment of impact fees.
4. A copy of the Seacoast Utility Authority (SUA) Developer Agreement and Memorandum of Developer Agreement, and a copy of Fisher Contracting Corp. Check No. 1049 and 1050 for the payment of SUA connection and capacity reservation fees.

It is anticipated that construction of the project will be commenced within the next six (6) months.

We trust that this letter and the enclosed materials fully satisfy the requirements of LDR Sec. 67-42. Should you have any questions or require additional information, please do not hesitate to contact me at (561) 691-4552.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan Johnston", with a long, sweeping flourish extending to the right.

Ryan B. Johnston
President



**APPLICATION FOR TIME EXTENSION
OF AN APPROVED DEVELOPMENT ORDER
TOWN OF LAKE PARK
COMMUNITY DEVELOPMENT DEPARTMENT
535 PARK AVENUE, LAKE PARK, FLORIDA 33403
PHONE: (561) 881-3318 FAX: (561) 881-3323**

Special Time Extension requested: [LDC SEC. 67-42 Extension _____] *

*Please specify the type of extension requested. (Examples: HB503, SB360, HB7207, development order extensions granted pursuant to s.380.06(19) (c) 2., Florida Statutes)

GENERAL INFORMATION

An Application Fee of \$1,500.00 is required at time of submittal. Processing time is 5-10 business days for administrative approval (additional time required if Town Commission approval is needed).

Name of development for which extension is requested: Water Tower Rd.

Type of approval previously granted (check {√} all that apply):

- Abandonment Planned unit development Site plan approval
- Special exception (associated with site plan)
- Variance (associated site plan)
- Other Time Extension (please specify type) _____

Approved by: Town Commission Town staff Date of initial approval 09/20/2017

PROPERTY INFORMATION

Property Control Number (PCNs). Attach separate sheet, if necessary. 36-43-42-20-22-000-0390;
36-43-42-20-22-000-0400

Location of property (include proximity to closest major road or intersection): _____
SE corner of Water Tower Rd and 14 street

Property's street address: Water Tower Rd. Lot 39 & 40

APPLICANT INFORMATION

Name of applicant: Jeff Fisher

Address: 4133 Burns Road City: Palm Beach Gardens State: FL Zip: 33410

Phone: (561) 691-4716 Fax: (561) 691-4718 E-mail: jeff@fishercontracting.net

Property owner(s), if other than applicant: Youngfish LLC

Address: 4133 Burns Road City: Palm Beach Gardens State: FL Zip: 33410

Phone: (561) 691-4716 Fax: (561) 691-4718 E-mail: jeff@fishercontracting.net

Check (√) here if applicant is contract purchaser. Written consent is required from the property owner if a contract is pending to purchase the property.

AGENT INFORMATION

A statement of authority is required. All correspondence, invoices and refunds will be addressed to the agent.

Agent: Ryan Johnston Name of Firm: Johnston Group Development & Design

Address: 5090 PGA Boulevard, Ste 200 City: Palm Beach Gardens State: FL Zip: 33418

Phone: (561) 691-4552 Fax: (561) 691-4553 E-mail: ryan@johnstongroupinc.com

RECIPIENT OF SURPLUS ESCROW

Name: Jeff Fisher Name of Firm: Fisher Contracting

Address: 4133 Burns Road City: Palm Beach Gardens State: FL Zip: 33410

Phone: (561) 691-4716 Fax: (561) 691-4718 E-mail: jeff@fishercontracting.net

REQUIRED INFORMATION

Correspondence, including this application form and a letter justifying the request for the applicable time extension shall be submitted to the Community Development Department. **In addition to submitting a paper copy, an electronic copy must be submitted as one PDF file.**

REQUIRED SIGNATURES

My signature on this document affirms that I understand and will comply with the provisions and regulations of the Code of the Town of Lake Park, Florida. I further certify that all the information contained in this application and all documentation submitted herewith is true to the best of my knowledge and belief. Further, I understand that the application, attachments and review fees become part of the official records of the Town of Lake Park and are not returnable.

Signature(s) of applicant(s) 	Printed Name(s) <u>RYAN JOHNSON</u>	Date <u>3/14/2019</u>
Signature of agent	Printed Name(s)	Date
Signature(s) of property owner(s) REQUIRED (if statement of authority is not attached)	Printed Name(s)	Date

General Town Code of Ordinances Time Extension Regulations:

Section 67-42:

- (d) *Extension of time limitation.* The procedure described below shall govern the review of an application to extend the time limit for development approvals.
- (1) Following the receipt of an application to extend a development approval, town staff shall determine whether or not the application contains sufficient information to evaluate the need for an extension. The application shall be evaluated based upon the standards of subsection 67-42(e) below, as well as any other information staff determines to be relevant.
 - (2) Upon completing a review of the information submitted, staff may schedule the request for a time extension for consideration by the town commission. The town commission may grant time extensions, in increments of up to six months, to a previously-approved development order. However, in no event shall the sum total of any extensions granted exceed 18 months. The time extension shall commence upon the date of the expiration of the previously-granted development approval.
 - (3) Any project which is subject to this section and which has received one or more development approval extensions, totaling 18 months or more, from the time of expiration of the originally-approved development order, shall not be eligible to apply for an extension of development approval pursuant to this section.
 - (4) Any project which has received one or more six-month extension, shall only be eligible to apply for an extension which does not exceed 18 months, including any extensions previously granted prior to the enactment of this section. However, any project approved prior to the

enactment of this section, and which has not previously received an extension of development approval may be eligible for one or more development extension approvals of up to a total of 30 months, provided the initial development approval and all time extensions do not exceed a total of 48 months.

- (5) Any project which has received development approval prior to the enactment date of this section, and which is not eligible for an extension and has not initiated development, may initiate development only upon the determination by the town commission, that the owner or authorized agent has relied in good faith upon the previously-rendered development order as provided herein. In the event the town commission determines that based upon this good-faith reliance, the owner or authorized agent has made such a substantial change in position or incurred such extensive obligations and expenses pursuing the development, such that it would be unjust to deny the property owner the right to continue development, the town commission may authorize the initiation of such development.

(6) At the discretion of the director, the department of community development may issue one 90-day administrative extension of a development approval expiration date, subject to the owner of record or authorized agent satisfying all criteria listed below:

- discussed as early as Dec. 2018* ✓
✓
only pending finaly of title ✓
✓
- a. The submission of a complete application for a request for extension of time received by the town at least sixty-calendar days prior to the expiration date of the development approval. An application fee of \$500.00 shall be required to apply for an administrative extension.
 - b. The owner of record or authorized agent has submitted an application for a building and/or engineering permit for the principal use or structure.
 - c. The community development department has substantially completed its review of the building permit application and intends to issue a building permit and/or engineering permit within 60 calendar days.
 - d. The submission of all receipts evidencing payment of applicable fees to the town for the following:
 1. Plan review;
 2. Building permit;
 3. Engineering permit;
 4. Fees associated with an executed potable water service agreement.

(e) *Information required to support an application for a development approval extension.* The information listed below, at a minimum, shall serve as evidence of an applicant's good faith effort to initiate development, and shall be required with each application for a development approval extension. The existence or non-existence of such information shall be the basis of reviewing the merits of each application.

- (1) Affidavits from architects, engineers or other professionals associated with the proposed development, regarding the expenditure of funds for the preparation of building and engineering construction plans. Each affidavit shall be supported by written documentation such as the contract for hire, invoices paid-to-date and other supporting documents. The owner or authorized agent shall have substantially completed the engineering or building construction plans.
- (2) If the development approval requires other local government agency reviews or approvals, evidence of application for applicable agency reviews or approvals and the receipt of such approvals or the status of a pending request, shall be submitted to the department of community development by the owner of record or authorized agent.
- (3) Receipt evidencing payment of all applicable fees to the town public works department, pursuant to an executed water service agreement between the developer and that department.
- (4) Receipt evidencing payment of all applicable, outstanding plan review fees.
- (5) In order to receive a time extension, the owner of record or authorized agent must provide a notarized statement together with the application for a development extension approval, or send to the town by certified mail, return receipt requested, a written agreement to comply with the minimum requirements of the various code provisions indicated below, as exist at the time of the application for the extension. These code provisions may include, but are not limited to:
 - a. Landscaping regulations;
 - b. Vegetation/environmental preservation regulations;
 - c. Sign regulations;
 - d. Off-street parking and loading regulations;
 - e. Palm Beach County and Town of Lake Park traffic performance standards; and
 - f. Town of Lake Park Comprehensive Plan.

CONSENT FORM

FROM PROPERTY OWNER AND DESIGNATION OF AUTHORIZED AGENT:

Before me, the undersigned authority, personally appeared Jeff Fisher, who, being by me first duly sworn, on Oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description;
2. That he/she is requesting Special Time Extension in the Town of Lake Park, Florida;
3. That he/she is appointed Ryan Johnston/Johnston Group Development & Design to act as authorized on his/her behalf to accomplish the above Project.

Property Owner Name: Youngfish LLC

[Signature]
Property Owner Signature

Jeff Fisher, Manager
By: Name/Title

4133 Burns Rd
Street Address

Palm Beach Gardens, FL, 33410
City, State, Zip Code

(561) 691-4716
Telephone Number

(561)691-4918
Fax Number

jeff@fishercontracting.net
E-Mail Address

Sworn and Subscribed before me on this 14th day of March, 2019,

[Signature]
NOTARY PUBLIC
 MY COMMISSION EXPIRES _____


Joyce M. Becker
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG260193
 Expires 10/27/2022

RESOLUTION NO. 80-09-17

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN FOR A 7,440 SQUARE FOOT OFFICE WAREHOUSE TO BE LOCATED ON THE SOUTHEAST CORNER OF WATER TOWER ROAD AND 14TH STREET; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SITE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Johnston Group Development and Design, Inc., (the Applicant), on behalf of Youngfish, LLC (the Owner) is proposing to develop a 7,440 square foot office warehouse along the southeast corner of Water Tower Road and 14th Street as legally described in Exhibit "A" attached hereto and incorporated herein (the Site); and

WHEREAS, Applicant has submitted Application for a Site Plan for the use of an office warehouse (the Application); and

WHEREAS, the Site has a future land use designation of "Commercial/Light Industrial"; and

WHEREAS, the zoning district designation of the Site is Campus Light Industrial and Commercial; and

WHEREAS, the office warehouse use is a permitted use in the Campus Light Industrial zoning district; and

WHEREAS, the Town's Planning and Zoning Board has reviewed the Application and has recommended to the Town Commission that it approve the Application with certain conditions; and

WHEREAS, the Town Commission has conducted a quasi-judicial hearing to consider the Application; and

WHEREAS, at these hearings, the Town Commission considered the evidence presented by the Town Staff, the Applicant, and other interested parties and members of the public, regarding the Application.

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

Section 1: The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

Section 2. The Town Commission hereby approves a Site Plan subject to the following conditions:

1. The Applicant shall develop the Site consistent with the following Plans:
 - a. Site Plan, Architectural Plan, Landscape Plan, Irrigation Plans, Civil Plans and Photometric Plan referenced as Sheets SP1, SP2, A-1, A-2, A-3, A203, LP-1, LP-2, IR-1, IR-2, C1-10, and ESP-1 received and dated by the Department of Community Development on 8/2/17 and signed and sealed on 8/1/17 and 8/2/17.
 - b. Survey signed and sealed 3-30-2017 and prepared by Brennan Surveying received and dated by the Department of Community Development on 8/2/17.
2. The site plan includes the following administrative waivers pursuant to Town Code Section 78-325(a) & (c):

WAIVER REQUEST	CODE SECTION	REQUIREMENT	PROPOSED	DEVIATION
Front Yard Setback	78-75(4)	25'	20'	5 feet per 20% reduction pursuant to Section 78-325(a)
Landscape Buffer Width	[REDACTED]			
East	78-253(h)(1)	8 feet	6.4 feet	1.6 feet per 20% reduction pursuant to Section 78-325(c)
South	78-253(h)(1)	8 feet	6.4 feet	1.6 feet per 20% reduction pursuant to Section 78-325(c)
West	78-253(h)(1)	15 feet	12 feet	3 feet per 20% reduction pursuant to Section 78-325(c)

3. The Owner, the Applicant and their successors and assigns shall be subject to the Development Order and all conditions.
4. Construction on the Site is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays, unless otherwise approved in writing by the Community Development Director. Any proposed disruption to the normal flow of traffic within the right of way of Watertower Road and 14th Street, or surrounding street and parking areas as part of the construction of the Site, shall also be subject to the review and approval of the Community Development Director and Public Works Director.
5. All landscaping as shown on the Site Plan and the Landscaping Plan shall be continuously maintained from the date of the issuance of the Certificate of Occupancy by the Town. The Owner/Applicant shall replace any and all dead or dying landscape material so as to maintain the quantity and quality of the landscaping shown on the approved Site Plan and Landscaping Plan.
6. The hedge material proposed for the perimeter of the Site which serves to align the parking areas, shall be maintained at a minimum four foot height.
7. The Owner shall ensure that any and all contractors use commonly accepted practices to reduce airborne dust and particulates during construction on the Site.
8. The dumpster shall be screened as noted on the Site Plan and kept closed at all times. All dumpsters shall be acquired from the approved franchise supplier for the Town of Lake Park.

9. The applicant is required to submit a copy of the recorded Unity of Title document to the issuance of a development permit.
10. Prior to issuance of the Certificate of Occupancy, the Owner or Applicant shall provide certification from the Landscape Architect of record that the plant installations on the Site are in accordance with the approved Site and Landscaping Plans.
11. Prior to the issuance of any development permits, the Owner or Applicant shall submit copies of any other permits required by other agencies, including but not limited to Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management Division and the State of Florida Department of Environmental Protection.
12. Any revisions to the approved Site Plan, Landscape Plan, architectural elevations, signs, Statement of Use, photometric plan, or other detail submitted as part of the Application, including, but not limited to, the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, shall be submitted to the Community Development Department and shall be subject to its review and approval and any additional approvals pursuant to the Town Code.
13. The Owner or Applicant shall initiate bona fide and continuous development of the Site within 18 months from the effective date of this Development Order. Once initiated, the development of the Site shall be completed within 18 months. Failure to do so shall render the Development Order void.
14. Cost Recovery. All professional consulting fees and costs, including legal fees incurred by the Town in reviewing the Application and billed to the Owner shall be paid to the Town within 10 days of receipt of an invoice from the Town. The failure of the Applicant to reimburse the Town within the 10 days from the town's mailing of its invoice will result in the suspension of any further review of plans or building activities, and may result in the revocation of the approved Development Order. A certificate of occupancy will not be issued if invoices are outstanding.
15. Outdoor storage is prohibited on the property.

Section 3: The Owner, Applicant and their successors and assigns shall be subject to the conditions of approval.

Section 4. This Resolution shall become effective upon adoption.

EXHIBIT "A"

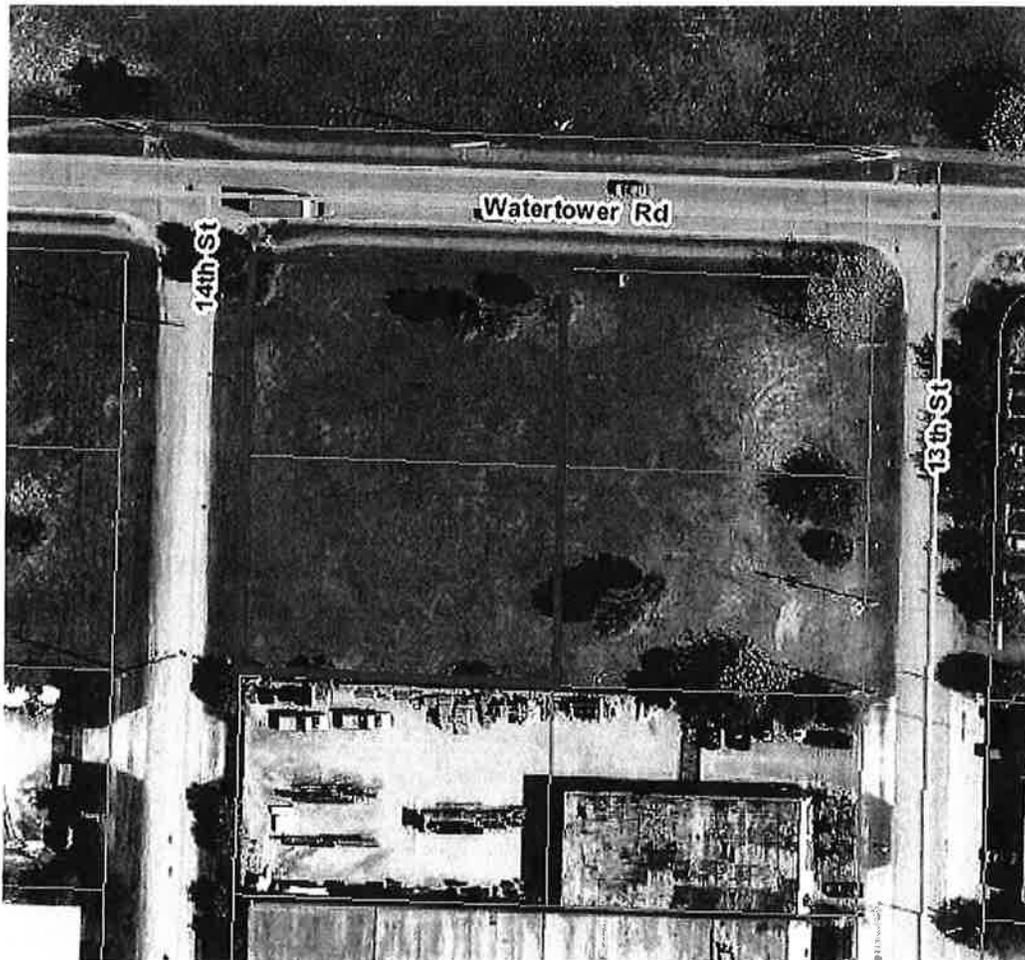
LEGAL DESCRIPTION

Property Control Number: 36434220220000390

WATER TOWER INDUSTRIAL PARK LT 39

Property Control Number: 36434220220000400

WATER TOWER INDUSTRIAL PARK LT 40



The foregoing Resolution was offered by Commissioner Michaud 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:

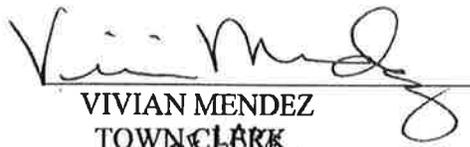
	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	<u>—</u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	<u>—</u>
COMMISSIONER ERIN FLAHERTY	<u>/</u>	<u>—</u>
COMMISSIONER ANNE LYNCH	<u>/</u>	<u>—</u>
COMMISSIONER ROGER MICHAUD	<u>/</u>	<u>—</u>

The Town Commission thereupon declared the foregoing Resolution NO. 80-09-17 duly passed and adopted this 20 day of September, 2017.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK
FLORIDA

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

Property Control Number: 36434220220000390

WATER TOWER INDUSTRIAL PARK LT 39

Property Control Number: 36434220220000400

WATER TOWER INDUSTRIAL PARK LT 40





June 27, 2017

**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

- Paulette Burdick, Mayor
- Melissa McKinlay, Vice Mayor
- Hal R. Valeche
- Dave Kerner
- Steven L. Abrams
- Mary Lou Berger
- Mack Bernard

County Administrator

Verdenia C. Baker

Ms. Nadia Di Tommaso
Director of Community Development
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

**RE: Fisher Contracting Office
Project #: 161220
Traffic Performance Standards Review**

Dear Ms. Di Tommaso:

The Palm Beach County Traffic Division has reviewed the **Fisher Contracting Office** Traffic Impact Statement, revised June 12, 2017, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Town of Lake Park
Location:	SE corner of Watertower Road and West 14 th Street
PCN #:	36-43-42-20-22-000-0390; -0400
Access:	Full access driveway connection to West 14 th Street
Existing Uses:	Vacant
Proposed Uses:	7,250 General Office and 190 SF Warehouse
New Daily Trips:	162
New Peak Hour Trips:	21 (18/3) AM; 10 (2/8) PM
Build-out:	December 31, 2019

Based on our review, the Traffic Division has determined the proposed development does not have significant peak hour traffic impact (as defined in PBC TPS) on the roadway network and, therefore, meets the Traffic Performance Standards of Palm Beach County.

Please note the receipt of a Traffic Performance Standards (TPS) approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the Town after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

"An Equal Opportunity
Affirmative Action Employer"



Ms. Nadia Di Tommaso
June 27, 2017
Page 2

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email QBari@pbcgov.org.

Sincerely,

A handwritten signature in cursive script, appearing to read "Quazi Bari".

Quazi Bari, P.E.
Senior Professional Engineer
Traffic Division

QB:DS/bc

cc: Christopher W. Heggen, P.E., Kimley-Horn and Associates, Inc.
Dominique Simeus, E.I., Project Coordinator II, Traffic Division
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
NATRAFFIC\DS\MUNICIPALITIES\APPROVALS\2017\161220 - FISHER CONTRACTING OFFICE.DOC

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 5, 2019

Agenda Item No. Tab 10

Agenda Title: Discussion of the Voting Process required by the Department of Justice for the Town of Lake Park whereby each voter cast one vote for Four Commissioners.

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

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

John O. D'Agostino, Town Manager

Name/Title

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

Summary Explanation/Background: Commissioner Linden expressed concern for how elections are conducted in Lake Park. Currently, voters are limited to vote for one candidate while four positions are on the ballot. The limited voting system approved by the Department of Justice allows the voter to vote for one candidate while four candidates are on the ballot. Attached is Town Attorney Baird well-prepared summary of the history of the voting process in Lake Park. He concludes that it would be a waste of taxpayer funds to pursue a change given Dr. Engstrom's conclusion that racially polarizing voting still

exists. As a result of the statistical analysis, the Department of Justice was more than likely not going to agree to a change in the existing limited voting system for Lake Park.

Recommended Motion: No Motion is necessary, as discussion is a review of the voting changes in Lake Park resulting in the limited voting system currently in place.

Memo

To: John D'Agostino, Town Manager
From: Thomas J. Baird, Town Attorney
Date: May 9, 2019
Subject: Voting Process

This memorandum summarizes the history of the Town's Limited Voting System. In 2009, the Department of Justice (DOJ) filed a complaint in federal court alleging that the Town of Lake Park's (Town) at-large voting method of electing Commissioners, enhanced by the use of staggered terms, results in black citizens of the Town having less opportunity than white citizens to participate in the political process and elect candidates of choice in violation of § 2 of the Voting Rights Act of 1965 (the Act). The basis of this complaint was the extensive research of election results and its interviews of black citizens, some of whom had been candidates for Commissioner which was conducted by the DOJ prior to its filing. As part of its research, the DOJ referred to two black candidates that the DOJ asserted demonstrated that the at-large voting system worked against. The DOJ also relied upon the fact that since the Town's incorporation in 1923 no black candidate for the Commission had ever won an election.

The full force and weight of the federal government, through the DOJ was brought to bear on the Town. The then Commission recognized that a vigorous defense of the Town would be prohibitively expensive, and was unlikely to be successful. Consequently, the then Commission believed it had little choice but to settle the action on terms dictated by the DOJ. The Town retained a law firm based in Washington, DC and this firm negotiated a settlement of the action. Through the efforts of this law firm, the DOJ presented the Commission with three options: (1) Single member districts drawn such that at least three of the districts contained a majority of black population. This option would have resulted in at least two incumbent Commissioners vacating their seat on the Commission; (2) The Limited Voting System, which is the system the Town currently uses; and (3) a cumulative voting system. Although the cumulative voting system was most appealing to the Commission, the then Supervisor of Elections, Susan Bucher rejected it claiming that her office could not implement a system just for Lake Park. Consequently, Ms. Bucher advised the DOJ that this method of voting could not be an option.

The Commission selected the Limited Voting System and voted to enter into a Consent Judgment and Decree (Consent Judgement) with the United States of America. The Consent Judgement required the Town to amend its Charter to change its at-large voting system. The Consent Judgment was executed on October 26, 2009. The first election under this system took place in 2010. In 2013, after a second election using the Limited Voting System, the Commission directed me to evaluate whether the Town could return to the at-large voting method. Dr. Richard Engstrom was retained. I also discussed the matter with Ernest McFarland, Esquire, the only attorney still employed by the DOJ who had been involved in the case against the Town.

E S T .
1 9 2 4

The Town executed a contract with Dr. Richard Engstrom to study voting data. The contract was divided into two phases. IN the first phase, Dr. Engstrom assess whether, since 2009, the data he examined would indicate that racially polarized voting still existed in the Town. If not, then he would proceed to Phase 2 of the contract. Dr. Engstrom performed a statistical analysis of elections of the Commission in 2010 and 2013; the congressional elections during that same cycle; the Florida Senate Primary between Mack Bernard and Jeff Clemons; and the Florida House Primary between Bobby Powell, Natasha Wells, Charles Bantel and Evelyn Garcia. His conclusion was that racially polarized voting still existed and because of this he was of the opinion that the DOJ would be unlikely to agree to a change in the Limited Voting System. Given this conclusion, the Commission determined that it would not be a good use of Town funds to proceed to the more detailed (and expensive) Phase 2. Although I had continued a dialogue with US Attorney Ernest McFarland, we discontinued further discussion regarding a modification to the Limited Voting System because of Dr. Engstrom's conclusions. It is important to note that I did not communicate the research conducted by Dr. Engstrom to the DOJ, or Attorney McFarland, in particular.



Minutes
Town of Lake Park, Florida
Special Call Commission Meeting
October 21, 2009 6:05 p.m.
Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Special Call Commission Meeting on Wednesday, October 21, 2009 at 6:05 p.m. Present were Mayor DuBois, Vice-Mayor Carey, Commissioners Daly, Rumsey, and Osterman, Attorney Thomas Baird, Town Manager Maria Davis and Town Clerk Vivian Lemley.

Mayor DuBois led the invocation and the Pledge of Allegiance.
Town Clerk Vivian Lemley performed the Roll Call.

At 6:07 p.m. Mayor Dubois announced that the meeting would convene and the Commissioners would go into an Attorney-Client Session. Pursuant to and as authorized by Section 286.011 (8), Florida Statutes with its Town Attorney, Thomas J. Baird, and Town Manager Maria V. Davis to discuss pending litigation, in which the Town is presently a party, specifically the United States of America v. the Town of Lake Park, Florida, et. al)

Mayor DuBois reconvened the Special Call Commission Meeting at 6:30 p.m.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

The Agenda was changed to allow the Department of Environmental Protection to conduct their workshop whenever they arrive.

Motion: A motion was made by Commissioner Osterman to approve the Agenda as modified; Vice-Mayor Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

BOARD APPOINTMENT

Application for Board Appointment of Robert Dow as an Alternate Member of the Library Board

Mr. Dow was not present. Mayor DuBois asked if the board application could be placed on the next meeting agenda of November 4, 2009 so that Mr. Dow could be present to introduce himself.

PUBLIC and OTHER COMMENT

Steven Hockman, 638 Flagler Blvd. -- thanked Town Manager Maria Davis, Public Works Director Michael Arnold, and Finance Director Anne Costello for taking time to meet with him to discuss the parking meters. He stated that he was disappointed because Ms. Davis did not allow him to record the meeting. He stated that there was nothing that they could show him to prove his figures on the parking meters wrong other than the fact that the money for the Code Enforcement would be coming out of the General Fund. He expressed his concerns and issues with the meeting that took place and the money spent on the parking meters. He stated that the Town's people wanted the Commission to create a document that would show all funds and expenses from the meters under a meter account.

CONSENT AGENDA:

1. Special Call Commission Meeting Minutes of September 23, 2009
2. Special Call Commission Meeting Minutes of September 30, 2009
3. Expert Witness Services for Marina Litigation
4. Calvin, Giordano, & Associates Additional Professional Services Contract for Lake Shore Drive Drainage Project
5. Resolution No. 50-10-09 Florida City Government Week
6. Resolution No. 51-10-09 Changes to Fee Schedule to Add Parking Meter Fees and Expired Meter Fine Amounts
7. Amendment to Community Development Department Positions
8. Resolution No. 52-10-09 Job Descriptions for Parking Enforcement/Code Compliance Officer
9. Approval of a Lease Agreement with Dunkin Donuts for Lease a Portion of Town Land to Dunkin donuts for Additional Parking

Public Comment Open.

None

Public Comment Closed.

Commissioner Daly asked that items 6, 7 and 8 be pulled from the Consent Agenda for discussion and clarification.

Motion: A motion was made by Commissioner Rumsey to approve items 1 through 5 and 9 of the Consent Agenda; Vice-Mayor Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

Commissioner Daly asked that the items pertaining to charges and fees for the parking meters be more detailed.

Town Manager Maria Davis stated that the only change that was made was number 37 which gave the Town Manager authorization to issue parking meter discounts, passes and bulk purchases. She stated that it was the only change made since the Commission received the Agenda last Friday night.

Commissioner Daly stated that his concern was that if the Town were to give parking meter discounts it could cause issues by giving one person a discount and not another.

Vice-Mayor Carey explained that the discount would be for special occasions only.

Commissioner Daly expressed his concerns with giving out discounts.

Town Manager Maria Davis stated that she was very aware of the grants that the Town has received for the Marina and would be very cognizant in making sure they are not discriminating against outside groups versus Lake Park groups.

Commissioner Daly asked Town Manager Davis for clarification on item #7 of the Consent Agenda.

Town Manager Davis explained that a Code Enforcement Officer requested to be laid off and in lieu of hiring back a full time person with benefits it would be more beneficial to the Town to hire multiple part-time people for Code Enforcement and Parking Enforcement. She explained that they were converting the full-time position and it would not need to amend the budget because there was not a cost differential. They would be deleting a full-time position and creating multiple part-time positions to accommodate the Code Enforcement and Parking Meter

Enforcement.

Commissioner Rumsey asked if the part-time employees would be taking up the majority of the weekend work and early morning and late evening work so that the full-time Code Enforcement employees would not need to be called on at those times.

Commissioner Daly asked if the salaries of the part-time employees would exceed that of one full-time Code Enforcement employee.

Town Manager Davis stated that the part-time salaries would not exceed one full-time salary. She stated that part-time workers could work for a total of 46 hours and be at the same salary as a full-time worker. She stated that it was simply changing the job description to include parking meter enforcement.

Motion: A motion was made by Vice-Mayor Carey to approve items 6 through 8 of the Consent Agenda; Commissioner Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

ORDINANCE ON 2nd READING:

ORDINANCE NO. 14-2009 – Florida Public Utilities

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING AND RENEWING A GAS FRANCHISE WITHIN THE TOWN OF LAKE PARK FOR THE FLORIDA PUBLIC UTILITIES COMPANY, ITS SUCCESSORS AND ASSIGNS; PROVIDING FOR THE IMPOSITION OF PROVISIONS AND CONDITIONS RELATING TO THE FRANCHISE; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Mayor DuBois explained the reason for Ordinance No. 14-2009

Motion: A motion was made by Vice-Mayor Carey to approve Ordinance No. 14-2009 upon 2nd reading; Commissioner Rumsey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 14-2009 by caption-only.

MINI WORKSHOP

Florida Department of Environmental Protection Personnel Will Be Present to Answer Various Questions of Commissioners Regarding the Marina

Town Manager Davis introduced Ms. Jennifer Smith from the Department of Environmental Protection and asked her to come to the podium and answer questions for the Commissioners regarding the Marina.

Commissioner Daly asked why they were told by the DEP that it would cost \$80,000 per year to have a restaurant at the Marina. He stated that when they asked for permission to build the restaurant they were informed that the cost would be approximately 1 million plus other costs that would far outweigh the benefits.

Ms. Smith asked if an amendment to the deed restriction had been discussed.

Commissioner Daly stated that there was not a discussion about a deed restriction amendment.

Ms. Smith explained that typically the DEP collects 6% of generated revenue from an establishment. She stated that a request for a restaurant would be something that she would have to discuss with counsel.

Commissioner Daly stated that he wanted to know what the process was to submit a request to the DEP and that something in writing would be preferred.

Ms. Smith explained that the Town has been through the processes necessary to request permission from the DEP to do certain projects at the Marina.

Commissioner Daly asked if the Town was required to pay a continuous fee from the restaurant's revenue.

Ms. Smith stated that she did not know for sure but other deed restrictions from other facilities have required a percentage of revenue. She stated that she did not make that decision but it was counsel that would determine that requirement.

Commissioner Daly expressed his concerns regarding having any issues arise after the building of a restaurant at the Marina.

Ms. Smith explained that the Town should come to the DEP and have discussion with them before starting any projects at the Marina.

Commissioner Daly stated that Mr. Adams from Tallahassee was the person who had sent the Town information stating that the Town would be charged a percentage of the restaurant's revenue.

Ms. Smith addressed Commissioner Daly's concerns and asked that he bring a clear proposal of what the Town wanted to do at the Marina and then the counsel would be able to give clear direction and requirements on that proposal but would not be able to give him a general list of requirements for any and all projects done at the Marina.

Commissioner Rumsey asked if the Town came to the DEP with a request for a restaurant and if a permit was approved. He also wanted to know if the DEP asked for a percentage would that percentage rate be fixed or adjustable.

Ms. Smith stated that she believed that the rate would be fixed, but that she would check into that to give him a firm answer to that question.

Mayor DuBois asked for clarification on whether or not the DEP would allow permits for any construction at the Marina without first confirming that those projects follow DEP requirements.

Ms. Smith stated the DEP was aware of everything that has taken place at the Marina and what the deeds say. She stated that the DEP would not issue anything now that was not consistent with the deed restrictions.

Vice-Mayor Carey asked if the Town had ever started a project in the past without going to the DEP first.

Ms. Smith stated that she did not know of any of projects done by the Town without DEP approval.

Town Manager Davis stated that Ms. Smith had received a request from Town staff for a retention pond in the center of the north end of the Marina. The Town wanted to add an 18 inch strip of impervious surface for parking. She asked if it would violate the Town's storm water permit.

Ms. Smith explained that the addition of the 18 inch strip would not be considered a violation.

Town Manager Davis stated that it was her understanding that since they were doing the as built, they learned that there was more pervious surface than is required of the permit.

Ms. Smith stated that she did not recall that specific portion of the permit.

Town Manager Davis explained that the engineer who designed the Marina failed to properly close out the permits. When the Town went to the DEP to get clarification on the proposed parking additions, she had to get Calvin Giordano and Associates to do "as built" because the permits at the Marina were not properly closed out.

She asked if the Town wished to have the deed restrictions amended, what approach would Ms. Smith suggest for the Town to take with Tallahassee.

Ms. Smith stated that the district office does not handle deed restrictions or their amendments. She stated that they are handled through the staff in Tallahassee. She suggested that the Town come to her first to discuss what they want to do and she would then get the Town in contact with Scott Woolem, Bureau Chief who would take the lead and is the key contact person in Tallahassee. Ultimately any deed amendments would go to the Board of Trustees for approval.

Town Manager Davis stated that there was a 120 foot charter vessel in the Marina's basin and the Commission would like to use it as a floating restaurant one or two nights a week. She asked if there would need to be permitting or approval from the Board of Trustees.

Ms. Smith recommended that the Town receive approval from the Board of Trustees.

Commissioner Daly asked if Ms. Smith worked with the staff in Tallahassee.

Ms. Smith stated that she worked with staff from Tallahassee.

Commissioner Daly explained that the deed restrictions were holding up the process for projects that would generate revenue for the Marina.

Ms. Smith stated that not all deed restrictions would be removed but the goal would be to keep the Marina as a public source for access to the water.

Commissioner Daly suggested that the Town start moving in the direction of getting information

on what kind of modifications could be done on the deed restrictions.

Ms. Smith recommended that the Town put together a list of those specific things that the Town wants to do for revenue at the Marina and bring it to the DEP so that it can go up the chain of command for approval.

Commissioner Rumsey asked how long it would take to get an answer on a request.

Ms. Smith stated that the request would take at least six months.

Town Manager Davis thanked Ms. Smith for her time.

DISCUSSION AND POSSIBLE ACTION:

Authorize Town Attorney to Execute a Stipulation with the USA

Town Attorney Thomas Baird gave a brief history of the case between the Town and the United States of America. He stated that the Town's attorneys have been working together with the Department of Justice to find a method of election that would provide for inclusion for minorities that reside and vote in the Town. He stated that the attorneys have reached an agreement with the Department of Justice where the Town would enter into a Consent Decree that would provide for a method of voting called Limited Voting Method. He stated that he previously outlined the terms of that method for the Commission. He explained that at the next election in March, all four Commission seats would be open for election and any candidate that wishes to run for a seat on the Town Commission would go through the proper channels of filing and qualifying to run for that seat. The top four vote getters would be elected to the Commission for a three year term and at the end of that term there will be another election with the same voting method. He explained that both the Department of Justice and the Town through the Consent Decree would have agreed that any violation that was alleged in the lawsuit will have been remedied. He requested a motion from the Commission to authorize him to enter into the Consent Judgment and Decree. The paperwork would be executed tomorrow between him and Attorney Adams, filed with the court and the process would then begin to amend the Charter to provide for the Limited Voting Method to be utilized by the Town.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Osterman to approve the Limited Voting Method and to proceed with the amendments to the Town Charter; Commissioner Rumsey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner			

Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

FPL Street Lighting Agreement to Install and Maintain Four Street Lights on Bayberry Drive

Town Manager Davis explained that the Commission had made it a priority to add street lighting throughout the Town and has asked her to find alternative methods in order to do so. She stated that there was a program that FPL offers for leasing the poles and light fixtures. She stated that she had also hired a lighting consultant in order to explore other options. She stated that FPL was still experimenting with LED lights and solar lighting. She asked the lighting consultant to come up with alternatives. She explained that FPL was offering the light pole, light fixture and the electricity for \$19.07 per month but the Town would not eventually own the pole. She stated that it would not be cost effective to the Town. She stated that she would have a presentation at the first Commission Meeting in November to discuss the lighting alternatives. She stated there would be a lease purchase option and possibly installing lighting throughout the **entire Town** by asking the electorate whether they would like to float a bond. She stated that she **believed that it would be the most cost effective and efficient way to light up the Town.** This option would abandon the FPL poles and all of their infrastructure to install all new poles. She stated that she would provide all of the options in November but would like to do the one block of Bayberry Drive as a comparison. She asked for permission to do so but if the Commission wanted to wait until the first meeting in November to review the options they could do so.

Vice-Mayor Carey asked if it would cost under \$1000 for the year to install the four light poles and how soon could they be installed.

Town Manager Davis stated that the light poles could be installed right away.

Vice-Mayor Carey asked how long it would take to install the other optional light poles.

Town Manager Davis stated that she did not have that information as of yet.

Vice-Mayor Carey asked how long the Town would have to lease the poles that are installed on Bayberry Drive.

Town Manager Davis stated that as soon as the poles are installed the lease payments begin. She

stated that she was concerned about the leasing of the pole from a fiscal standpoint.

Vice-Mayor Carey asked if the Town would have to maintain the light bulbs on the poles.

Town Manager Davis stated that the maintenance of the light bulbs would be included in the lease.

Commissioner Rumsey asked if the Town went to a new system of lighting and no longer used the FPL poles they would not be responsible for continuing to pay a lease.

Town Manager Davis explained that there would not be the cost of a lease on the new lighting system. The Town would only be responsible for the maintenance of the poles and the difference in the maintenance costs was remarkable. She stated that LED was very easy to maintain and the difference in the power costs was also remarkable.

Commissioner Rumsey stated that with the LED lights you do not lose lumens as quickly as the other lighting poles and with the LED lighting the power lines could possibly be buried.

Town Manager Davis stated that burying the power lines was one of the options that would be presented to the Commission. She stated that lighting alternatives and their estimates would be presented to the Commission at the first meeting in November.

Commissioner Osterman asked if the FPL poles would be removed once the Town decides on an alternative lighting system.

Town Manager Davis stated that the FPL poles and infrastructure would be completely removed once the other lighting system is installed.

Vice-Mayor Carey asked how long the FPL lease was.

Town Manager Davis stated that she did not have that information and would bring it back to the Commission.

Commissioner Osterman stated that she did not want the Town to get stuck with paying for poles that cannot be used.

Town Manager Davis stated that the FPL contract was a 10 year contract and would have to see if the contract could be broken.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Osterman to Defer the FPL Street Lighting Agreement to Install and Maintain Four Street Lights on Bayberry Drive ; Vice-Mayor Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

Commissioner Rumsey announced that next Wednesday night October 28, 2009 at 6 p.m. there will be a community workshop on sober houses taking place in the Commission Chamber.

Vice-Mayor Carey announced that the Kiwanis Club would be hosting a Halloween party at the Marina on October 30th.

Commissioner Daly asked Town Manager Davis if the owners of the yacht at the Marina was still interested in having a restaurant on the yacht once or twice a week.

Town Manager Davis stated that the Captain of the yacht was positive about a possible restaurant but after speaking with Ms. Smith there would need to be approval from the DEP.

Commissioner Daly recommended that the Town check into getting approval for a restaurant on the yacht at the Marina.

Commissioner Osterman stated that she was very pleased that the Town was able to resolve their issues with the Department of Justice. She stated that she was also pleased with the outcome. She thanked Attorney Thomas Baird for his guidance.

Mayor DuBois stated that she has had people comment to her about how well the Town looks and the progress that the Town has made despite the hardship of the current economy. She reminded everyone of the Sober Housing Workshop on October 28, 2009. She stated that Ellen Bagdanoff from District 91 would be including the issue of transient housing in her folder of the Legislature for 2010. She thanked Attorney Baird and the gentleman from Washington for coming to a solution that was best for the Town.

Town Attorney Thomas Baird thanked the Mayor and the Commission for their confidence. He stated that he believed that they reached a solution that would provide the opportunity for inclusion for everyone.

Town Manager Maria Davis stated that she attended the North County Economic Development Meeting and was pleased to hear that Lake Park was the only municipality in the County that passed a referendum for Ad Valorem tax incentives which was noted as a best practice and they were encouraging the rest of the cities in Palm Beach County to do the same. She stated that another best practice that was noted for Lake Park was its Façade Improvement Grant Program and was noted as an innovative best practice.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Carey and seconded by Commissioner Rumsey, and by unanimous vote, the meeting adjourned at 8:08 p.m.


Mayor DuBois


Deputy Clerk Jessica Shepherd


Town Clerk Vivian Lemley



FLORIDA

Approved on this 18 of Nov., 2009.

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: **January 6, 2010** Agenda Item No. **5**

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> DISCUSSION |
| <input checked="" type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Charter Change Ordinance reflecting the Department of Justice decree with the Town of Lake Park of Limited Voting

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager *[Signature]* Date: 12.29.09
Vivian Lemley December 28, 2009
 Name/Title Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ Funding Source: Acct. #	Attachments: Ordinance Decree
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input checked="" type="checkbox"/> Town Clerk- <i>V.M.L.</i> <input type="checkbox"/> Town Manager _____
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>n/a</u> Please initial one.

Summary Explanation/Background: As a result of the Department of Justice Decree with the Town of Lake Park the attached Ordinance reflects the Charter Change to Limited Voting. Every three (3) years the four (4) Commissioners will be up for Election and those with the highest votes will obtain a seat on the Commission. Each voter will be allowed to cast one (1) vote per ballot.

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

THE UNITED STATES OF AMERICA,)

Plaintiff,)

v.)

CIVIL ACTION NO. 09-80507-MARRA)

TOWN OF LAKE PARK, FLORIDA, and)
COMMISSIONERS PATRICIA PLASKET-)
OSTERMAN, JEFF CAREY, ED DALY and)
KENDALL RUMSEY, in their official capacity)
as members of the Lake Park Town)
Commission, and DESCA DUBOIS, in her)
official capacity as Mayor of Lake Park.)

Defendants.)

CONSENT JUDGMENT AND DECREE

The United States filed this action alleging that the current at-large method of electing the Commissioners for the Town of Lake Park (the "Commissioners"), enhanced by the use of staggered terms and designated posts, results in black citizens of the Town of Lake Park (the "Town") having less opportunity than white citizens to participate in the political process and elect candidates of choice in violation of Section 2 of the Voting Rights Act of 1965, as amended, 42 U.S.C. § 1973 ("Section 2"). The Court has jurisdiction of this action pursuant to 28 U.S.C. § 1345 and 42 U.S.C. § 1973j(f).

The parties, through counsel, have conferred extensively and agree that it is in the best interest of all parties that this lawsuit be resolved without the expense of protracted, costly and potentially divisive litigation. The parties share the goal that all future elections for the Town's Commission are conducted under a method of election that allows the Town's black citizens the opportunity to elect their candidates of choice, in compliance with Section 2. Accordingly, the parties have entered into the following Consent Judgment and Decree (the "Decree") as an appropriate resolution of this civil action.

The parties stipulate as follows:

1. Defendant Town of Lake Park (the "Town") is a municipal corporation in the State of Florida. The Town is located in Palm Beach County.
2. According to the 2000 U.S. Census, the Town has a total population of 8,721. Of this population, 4,256 (48%) are black. The Town's total black citizen voting age population is 38%. White voting age citizens comprise a fifty-three percent majority in the Town.
3. Defendants Patricia Plasket-Osterman, Jeff Carey, Ed Daly, and Kendall Rumsey are elected members of the Commission, a body established under the laws of the State of Florida and Article IV of the Charter for the Town. Defendant Desca Dubois, Mayor of Lake Park, serves as a fifth voting member of the Commission in legislative matters. All Defendants are sued only in their official capacity.
4. Lake Park's municipal form of government as set forth in its charter is "Commission-Manager." The elective offices are the Mayor and four Commissioners, each of whom are elected at-large to three-year staggered terms. The four Commissioners are

elected to Posts A, B, C, and D. Posts A and C have elections in the same year; Posts B and D are elected in the subsequent year.

5. Since Lake Park was incorporated in 1923, no black candidate for the Commission ever has won an election.
6. Were this matter to proceed to trial, the United States would prove using 2000 U.S. Census data that the black population of the Town of Lake Park is sufficiently numerous and geographically compact to constitute a majority of the voting-age population in as many as two reasonably compact voting districts under a hypothetical four-district plan. The parties therefore stipulate that the United States can establish the first Thornburg v. Gingles factor ("Gingles" factor) as to liability. 478 U.S. 30 (1986).
7. Were this matter to proceed to trial, the United States would prove, using statistical and non-statistical evidence, including analysis of the Town's past election returns and voting patterns, that the black population of Lake Park is politically cohesive, and that white persons vote sufficiently as a bloc to usually defeat the preferred candidate of black voters. The parties therefore stipulate that the United States can establish the second and third Gingles factors as to liability. 478 U.S. 30 (1986).
8. Defendants concede that there is a basis in both fact and law for believing that the current at-large method of electing Commissioners, under the totality of the circumstances, results in black citizens of the Town having less opportunity than other members of the electorate to participate in the political process and to elect representatives of their choice, in violation of Section 2.

9. The United States makes no claim of intent in this action. Proof of discriminatory intent is not necessary in proving a violation of Section 2 of the Voting Rights Act.
10. Defendants have agreed to discontinue the use of the current at-large method of electing the Commissioners, and, in place thereof, to adopt a limited voting plan that provides for the election of the Commissioners with concurrent terms. Under this limited voting plan, the voter may vote for only one candidate.
11. Defendants have agreed to support and seek passage of an ordinance, to be drafted by the Commission that would adopt the limited voting method of election set forth by this Decree.

THEREFORE, with the consent of the parties, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The existing at-large method of electing the Commissioners of the Town of Lake Park, implemented in the totality of circumstances, results in a denial or abridgment of the right to vote on account of race or color in violation of Section 2 of the Voting Rights Act, 42 U.S.C. § 1973.
2. The current at-large method of electing the Commissioners is replaced by a limited voting plan providing for the election of four Commissioners with concurrent terms, in compliance with Section 2. Defendants shall adopt this revised election plan as follows:
 - a. Four Commissioners shall be elected in town-wide contests under concurrent terms.

- b. In such elections voters will be limited to casting a vote for only one candidate, in order to provide minority voters a reasonable opportunity to elect a candidate of their choice.
 - c. The four candidates receiving the highest number of votes shall be elected to the Town Commission.
 3. The schedule for implementing the new method of election shall be as follows:
 - a. On March 9, 2010, in the regularly scheduled municipal election, four Commissioners shall be elected. Candidates shall run for three-year terms. Thereafter, all Commission members shall be elected to concurrent three-year terms on the Town's regular municipal election date.
 - b. Candidates shall qualify as candidates with the Lake Park Town Clerk.
 4. Defendants shall codify this Limited Voting election system for the Commission seats set forth in the Town Charter and Code of Ordinances.
 5. Except as inconsistent with or specifically altered by the terms of this Decree, all State and local laws shall continue to govern elections for the Commission.
 6. Subsequent to the entry of this Decree, should Defendants or their successors desire to change or depart from the terms of the Decree, any such change, departure, or revision to the limited voting plan outlined in this Decree shall be made in compliance with Section 2 of the Voting Rights Act, and in accordance with constitutional standards.
 7. This Court shall retain jurisdiction over this matter to enforce the provisions of the Decree and for such further relief as may be appropriate under the Voting Rights Act and the United States Constitution.

8. As between Defendants and the United States, each party shall bear all of its own costs, expenses, and attorneys' fees in this case.

9. The Clerk shall CLOSE this case.

ENTERED and ORDERED this ²⁶ day of October 2009.

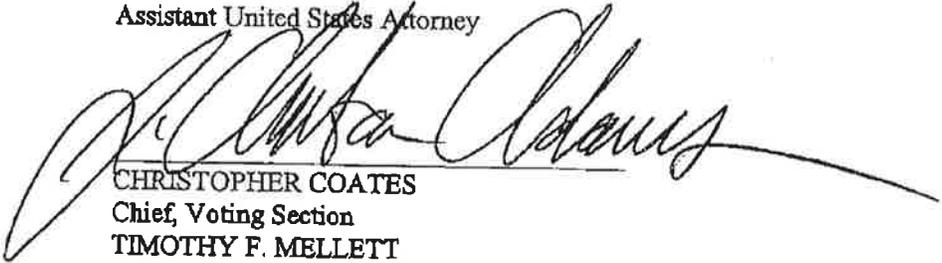

UNITED STATES DISTRICT JUDGE

We ask for this:

FOR THE UNITED STATES OF AMERICA:

THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division

JEFFREY H. SLOMAN
Acting United States Attorney
Southern District of Florida
Veronica Harrell-James
Assistant United States Attorney



CHRISTOPHER COATES

Chief, Voting Section

TIMOTHY F. MELLETT

J. CHRISTIAN ADAMS

VERONICA SEUNGWON JUNG

ERNEST A. MCFARLAND

Attorneys, Voting Section

Civil Rights Division

U.S. Department of Justice

Room 7254-NWB

950 Pennsylvania Avenue

Washington, D.C. 20530

(202) 616-4227 (phone)

(202) 307-3961 (facsimile)

J.christian.adams@usdoj.gov

Veronica.jung@usdoj.gov

Ernest.mcfarland@usdoj.gov

FOR THE TOWN OF LAKE PARK, COMMISSIONERS OF THE TOWN OF
LAKE PARK IN THEIR OFFICIAL CAPACITY, AND MAYOR OF LAKE
PARK IN HER OFFICIAL CAPACITY:



THOMAS J. BAIRD
THOMAS J. BAIRD, P.A.
11891 U.S. Highway 1
Suite 100
North Palm Beach, FL 33408
(561) 625-4400 (phone)
(561) 625-0610 (facsimile)
tbaird@tjbairdlaw.com

ROBERT N. DRISCOLL
BRIAN D. FREY
Alston & Bird LLP
950 F Street,
NW Washington DC 20004
(202) 756 3470 (direct)
(703) 850 5058 (mobile)
bob.driscoll@alston.com

MICHAEL K. GROGAN
KORT PARDE
Allen Norton & Blue, P.A.
800 West Monroe Street,
Jacksonville, FL 32202
904-562-4480 (phone)
904-562-4499 (facsimile)
mgrogan@anblaw.com

ORDINANCE NO. 01-2010

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CHARTER TO COMPLY WITH A CONSENT DECREE OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA; AMENDING OF ARTICLE IV, SECTION 1, ENTITLED "ELECTED OFFICERS"; AMENDING ARTICLE XVI, SECTION 17, ENTITLED "RUN-OFF"; AMENDING ARTICLE XVI, SECTION 22, ENTITLED "FORM OF BALLOT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, prior to July 1, 1973 the Town Commission adopted a municipal Charter, which contains among other matters, provisions pertaining to officials elected to the office of Town Commission; and

WHEREAS, both Section 166.021(4) and Section 166.031, Fla. Stat. (2007), set forth the procedures to be followed in amending municipal charters adopted prior to July 1, 1973, and which charters have not been subsequently readopted; and

WHEREAS, pursuant to the provisions of Section 166.021(4), Fla. Stat. (2007), amendments to municipal charter provisions which were adopted prior to July 1, 1973, such as the Town's Charter, may be made by ordinance if the proposed changes do not affect the basic organizational and administrative structure of the municipal government, and if the proposed changes do not fall within any of the statutorily excluded areas which expressly require a referendum in order to adopt the proposed charter amendment; and

WHEREAS, the provisions of Section 166.021(4), Florida Statutes pre-empted by the supremacy clause and that certain Consent Decree by the United States District Court for the Southern District of Florida; and

WHEREAS, the Consent Decree requires that the Town change the manner in which candidates for Commission seats are elected by imposing a method known a "Limited Voting" which supersedes and replaces the current method of at-large elections by staggered Commission seats.

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 the legislative findings of the Town Commission.

Section 2. The municipal Charter for the Town of Lake Park, Article IV, Section 1, 2 & 3 are hereby amended to read as follows:

ARTICLE IV. [ELECTIVE OFFICERS]

Section 1. Elective officers.

The elective officers under this charter shall be the Mayor and the members of the Town Commission. The Mayor and members of the Town Commission shall all be elected in a general election in accordance with the terms and schedule set forth in Section 3, below ~~specific groups with specific designations~~ as follows:

Mayor

Commissioner ~~Group A~~

Commissioner ~~Group B~~

Commissioner ~~Group C~~

Commissioner ~~Group D~~

Section 2. Ballot designations.

Section 3. Term of elected office: schedule of election of Mayor and Commissioners.

The Mayor and Commissioners shall be elected for terms of three (3) years each, ~~except as set forth to the contrary herein. In the municipal election of 1961, the Commissioner Group A shall be elected for a term of three (3) years. In the municipal election of 1962, the Commissioner Group B shall be elected for a term of three (3) years. In the municipal election of 1963, the Mayor shall be elected for a term of three (3) years, and the office of Mayor shall be up for reelection at three (3) year intervals~~

~~thereafter, the Commissioner Group D shall be elected for a term of two (2) years; and the Commissioner Group C shall be elected for a term of one (1) year. In the municipal election of 1964, the Commissioners Groups A and C shall be elected for terms of three (3) years each, and the offices of Groups A and C shall be up for reelection at three (3) year intervals thereafter. In the municipal election of 1965, the Commissioners Groups B and D shall be up for reelection at three (3) year intervals thereafter. The regular town election for the four commission seats shall be the second Tuesday in March and each election year, thereafter, beginning in March of 2010. Such town elections shall be general elections. Electors shall vote for one qualified candidate amongst those Commissioners who appear on the ballot at that election and each successive election for the office of Commissioner. At any general election held under the provisions of this charter, the four Commissioner candidates who shall have received the four greatest number of votes cast shall be elected. Should two or more candidates for Commissioner receive the fourth greatest number of votes cast, those candidates shall be listed on a ballot for a run-off election which shall be held two weeks following the regular election for the office of Commissioner.~~

The regular town election for the Mayor shall be the second Tuesday in March of 2011. Such election shall be a general election. Electors shall vote for one qualified candidate amongst those candidates for Mayor who appear on the ballot. The candidate receiving the greatest number of votes cast shall be elected as the Mayor. In the event two or more candidates receive the same number of votes cast, then a run-off election pursuant to Section 17 of Article 16 shall be held two weeks after the original election to elect a candidate to fill the office of Mayor.

Section 4. Filling of vacancy on commission.

In the case of death, disability, resignation or removal of the Mayor or any member of the Town Commission, or in the event that a Commissioner or the Mayor ceases to remain a bona fide legal resident of the Town, a vacancy on the Town Commission shall exist, and such vacancy shall be filled by the appointment of a new temporary Commissioner by the remaining members of the Town Commission, ~~until an the next election can be held to fill such vacancy for that office is~~. The election to fill the vacancy on the Commission shall be held within sixty (60) calendar days after the date of the death, disability, resignation, removal of the Mayor or Commissioner, or the change of legal residency of a Commissioner or the Mayor to a location outside the corporate limits of the Town, unless a general election of the Town of Lake Park is to be held within ninety (90) calendar days thereafter, whereupon such election may be combined with the general election. ~~No person specially appointed to fill the vacancy may be a candidate for the office to which he is appointed in the next following election to fill that office.~~

Section 3. Article 16, Section 17 of the Town Charter entitled "Run-off" is hereby amended

to read as follows:

~~Section 17. Run-off.~~ **STRIKE THROUGH THE SECTION 17 AND RUN-OFF too**

~~Whenever a general or special election is held to fill any elective office in the Town of Lake Park, the candidates receiving a majority of the votes cast at such election to fill such offices shall be declared to be duly elected; provided that in the event no candidates for a particular elective office~~

shall receive a majority of the votes cast at such election to fill such office, then a run-off election shall be held two (2) weeks after the original or special election to elect a candidate to fill such office; provided further that in such event only the names of the two (2) candidates having received the greatest number of votes in the general or special election for such office shall be submitted to the voters and the one receiving the majority number of votes in such run-off election shall be declared to be duly elected to such office; provided further that should two (2) or more candidates receive an equal number of votes to any such office so that it cannot be determined which two (2) had received the greatest and the next greatest number of votes, then the names of all such candidates shall be submitted at the run-off election and the candidate receiving the greatest number of votes at such election would be declared elected to such office.

Section 4. Article 16, Section 22 of the Town Charter entitled "Form of Ballot" is hereby amended to read as follows:

Section 22. Form of ballot.

That the official ballot (if ballot is used) to be used in all elections shall be substantially in the words, figures and form as follows; to wit:

OFFICIAL BALLOT
DATE ____, YEAR _____
TOWN OF LAKE PARK, FLORIDA

Mark a Cross Mark (x) before the name of the Candidate ~~and/or Candidates~~ of your own choice

TABLE INSET:

For Commissioner, Group D (Vote for only one)
() JOHN DOE
() RICHARD CATHERINE DOE
() BOB WHITE
() ROBERT KELSEY LINK
() JOE SMITH

Section 5. 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 6. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and 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 8. Effective Date. This Ordinance shall take effect immediately upon adoption.

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

THE UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 TOWN OF LAKE PARK, FLORIDA, and)
 COMMISSIONERS PATRICIA PLASKET-)
 OSTERMAN, JEFF CAREY, ED DALY and)
 KENDALL RUMSEY, in their official capacity)
 as members of the Lake Park Town)
 Commission, and DESCA DUBOIS, in her)
 official capacity as Mayor of Lake Park.)
)
 Defendants.)
)
 _____)

CIVIL ACTION NO. 09-80507-MARRA

CONSENT JUDGMENT AND DECREE

The United States filed this action alleging that the current at-large method of electing the Commissioners for the Town of Lake Park (the "Commissioners"), enhanced by the use of staggered terms and designated posts, results in black citizens of the Town of Lake Park (the "Town") having less opportunity than white citizens to participate in the political process and elect candidates of choice in violation of Section 2 of the Voting Rights Act of 1965, as amended, 42 U.S.C. § 1973 ("Section 2"). The Court has jurisdiction of this action pursuant to 28 U.S.C. § 1345 and 42 U.S.C. § 1973j(f).

The parties, through counsel, have conferred extensively and agree that it is in the best interest of all parties that this lawsuit be resolved without the expense of protracted, costly and potentially divisive litigation. The parties share the goal that all future elections for the Town's Commission are conducted under a method of election that allows the Town's black citizens the opportunity to elect their candidates of choice, in compliance with Section 2. Accordingly, the parties have entered into the following Consent Judgment and Decree (the "Decree") as an appropriate resolution of this civil action.

The parties stipulate as follows:

1. Defendant Town of Lake Park (the "Town") is a municipal corporation in the State of Florida. The Town is located in Palm Beach County.
2. According to the 2000 U.S. Census, the Town has a total population of 8,721. Of this population, 4,256 (48%) are black. The Town's total black citizen voting age population is 38%. White voting age citizens comprise a fifty-three percent majority in the Town.
3. Defendants Patricia Plasket-Osterman, Jeff Carey, Ed Daly, and Kendall Rumsey are elected members of the Commission, a body established under the laws of the State of Florida and Article IV of the Charter for the Town. Defendant Desca Dubois, Mayor of Lake Park, serves as a fifth voting member of the Commission in legislative matters. All Defendants are sued only in their official capacity.
4. Lake Park's municipal form of government as set forth in its charter is "Commission-Manager." The elective offices are the Mayor and four Commissioners, each of whom are elected at-large to three-year staggered terms. The four Commissioners are

elected to Posts A, B, C, and D. Posts A and C have elections in the same year; Posts B and D are elected in the subsequent year.

5. Since Lake Park was incorporated in 1923, no black candidate for the Commission ever has won an election.
6. Were this matter to proceed to trial, the United States would prove using 2000 U.S. Census data that the black population of the Town of Lake Park is sufficiently numerous and geographically compact to constitute a majority of the voting-age population in as many as two reasonably compact voting districts under a hypothetical four-district plan. The parties therefore stipulate that the United States can establish the first Thornburg v. Gingles factor ("Gingles" factor) as to liability. 478 U.S. 30 (1986).
7. Were this matter to proceed to trial, the United States would prove, using statistical and non-statistical evidence, including analysis of the Town's past election returns and voting patterns, that the black population of Lake Park is politically cohesive, and that white persons vote sufficiently as a bloc to usually defeat the preferred candidate of black voters. The parties therefore stipulate that the United States can establish the second and third Gingles factors as to liability. 478 U.S. 30 (1986).
8. Defendants concede that there is a basis in both fact and law for believing that the current at-large method of electing Commissioners, under the totality of the circumstances, results in black citizens of the Town having less opportunity than other members of the electorate to participate in the political process and to elect representatives of their choice, in violation of Section 2.

9. The United States makes no claim of intent in this action. Proof of discriminatory intent is not necessary in proving a violation of Section 2 of the Voting Rights Act.
10. Defendants have agreed to discontinue the use of the current at-large method of electing the Commissioners, and, in place thereof, to adopt a limited voting plan that provides for the election of the Commissioners with concurrent terms. Under this limited voting plan, the voter may vote for only one candidate.
11. Defendants have agreed to support and seek passage of an ordinance, to be drafted by the Commission that would adopt the limited voting method of election set forth by this Decree.

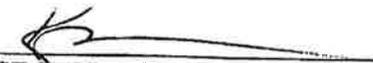
THEREFORE, with the consent of the parties, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The existing at-large method of electing the Commissioners of the Town of Lake Park, implemented in the totality of circumstances, results in a denial or abridgment of the right to vote on account of race or color in violation of Section 2 of the Voting Rights Act, 42 U.S.C. § 1973.
2. The current at-large method of electing the Commissioners is replaced by a limited voting plan providing for the election of four Commissioners with concurrent terms, in compliance with Section 2. Defendants shall adopt this revised election plan as follows:
 - a. Four Commissioners shall be elected in town-wide contests under concurrent terms.

8. As between Defendants and the United States, each party shall bear all of its own costs, expenses, and attorneys' fees in this case.

9. The Clerk shall CLOSE this case.

ENTERED and ORDERED this ²⁶ day of October 2009.

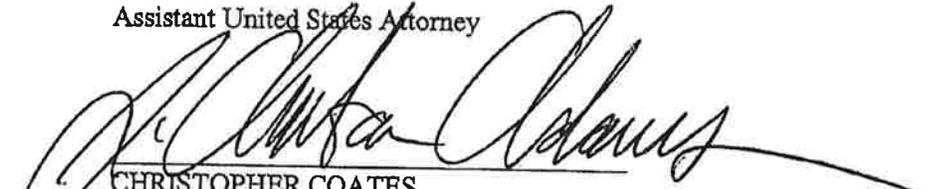

UNITED STATES DISTRICT JUDGE

We ask for this:

FOR THE UNITED STATES OF AMERICA:

THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division

JEFFREY H. SLOMAN
Acting United States Attorney
Southern District of Florida
Veronica Harrell-James
Assistant United States Attorney



CHRISTOPHER COATES

Chief, Voting Section

TIMOTHY F. MELLETT

J. CHRISTIAN ADAMS

VERONICA SEUNGWON JUNG

ERNEST A. MCFARLAND

Attorneys, Voting Section

Civil Rights Division

U.S. Department of Justice

Room 7254-NWB

950 Pennsylvania Avenue

Washington, D.C. 20530

(202) 616-4227 (phone)

(202) 307-3961 (facsimile)

J.christian.adams@usdoj.gov

Veronica.jung@usdoj.gov

Ernest.mcfarland@usdoj.gov

FOR THE TOWN OF LAKE PARK, COMMISSIONERS OF THE TOWN OF
LAKE PARK IN THEIR OFFICIAL CAPACITY, AND MAYOR OF LAKE
PARK IN HER OFFICIAL CAPACITY;



THOMAS J. BAIRD
THOMAS J. BAIRD, P.A.
11891 U.S. Highway 1
Suite 100
North Palm Beach, FL 33408
(561) 625-4400 (phone)
(561) 625-0610 (facsimile)
tbaird@tjbairdlaw.com

ROBERT N. DRISCOLL
BRIAN D. FREY
Alston & Bird LLP
950 F Street,
NW Washington DC 20004
(202) 756 3470 (direct)
(703) 850 5058 (mobile)
bob.driscoll@alston.com

MICHAEL K. GROGAN
KORT PARDE
Allen Norton & Blue, P.A.
800 West Monroe Street,
Jacksonville, FL 32202
904-562-4480 (phone)
904-562-4499 (facsimile)
mgrogan@anblaw.com

ORDINANCE NO. 01-2010

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CHARTER TO COMPLY WITH A CONSENT DECREE OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA; AMENDING OF ARTICLE IV, SECTION 1, ENTITLED "ELECTED OFFICERS"; AMENDING ARTICLE XVI, SECTION 17, ENTITLED "RUN-OFF"; AMENDING ARTICLE XVI, SECTION 22, ENTITLED "FORM OF BALLOT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, prior to July 1, 1973 the Town Commission adopted a municipal Charter, which contains among other matters, provisions pertaining to officials elected to the office of Town Commission; and

WHEREAS, both Section 166.021(4) and Section 166.031, Fla. Stat. (2007), set forth the procedures to be followed in amending municipal charters adopted prior to July 1, 1973, and which charters have not been subsequently readopted; and

WHEREAS, pursuant to the provisions of Section 166.021(4), Fla. Stat. (2007), amendments to municipal charter provisions which were adopted prior to July 1, 1973, such as the Town's Charter, may be made by ordinance if the proposed changes do not affect the basic organizational and administrative structure of the municipal government, and if the proposed changes do not fall within any of the statutorily excluded areas which expressly require a referendum in order to adopt the proposed charter amendment; and

WHEREAS, the provisions of Section 166.021(4), Florida Statutes pre-empted by the supremacy clause and that certain Consent Decree by the United States District Court for the Southern District of Florida; and

WHEREAS, the Consent Decree requires that the Town change the manner in which candidates for Commission seats are elected by imposing a method known a "Limited Voting" which supersedes and replaces the current method of at-large elections by staggered Commission seats.

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 the legislative findings of the Town Commission.

Section 2. The municipal Charter for the Town of Lake Park, Article IV, Section 1, 2 & 3 are hereby amended to read as follows:

ARTICLE IV. [ELECTIVE OFFICERS]

Section 1. Elective officers.

The elective officers under this charter shall be the Mayor and the members of the Town Commission. The Mayor and members of the Town Commission shall all be elected in a general election in accordance with the terms and schedule set forth in Section 3, below specific groups with specific designations as follows:

Mayor

Commissioner ~~Group A~~

Commissioner ~~Group B~~

Commissioner ~~Group C~~

Commissioner ~~Group D~~

Section 2. Ballot designations.

Section 3. Term of elected office; schedule of election of Mayor and Commissioners.

The Mayor and Commissioners shall be elected for terms of three (3) years each, ~~except as set forth to the contrary herein. In the municipal election of 1961, the Commissioner Group A shall be elected for a term of three (3) years. In the municipal election of 1962, the Commissioner Group B shall be elected for a term of three (3) years. In the municipal election of 1963, the Mayor shall be elected for a term of three (3) years, and the office of Mayor shall be up for reelection at three (3)-year intervals~~

thereafter, the Commissioner Group D shall be elected for a term of two (2) years; and the Commissioner Group C shall be elected for a term of one (1) year. In the municipal election of 1964, the Commissioners Groups A and C shall be elected for terms of three (3) years each, and the offices of Groups A and C shall be up for reelection at three (3) year intervals thereafter. In the municipal election of 1965, the Commissioners Groups B and D shall be up for reelection at three (3) year intervals thereafter. The regular town election for the four commission seats shall be the second Tuesday in March and each election year, thereafter, beginning in March of 2010. Such town elections shall be general elections. Electors shall vote for one qualified candidate amongst those Commissioners who appear on the ballot at that election and each successive election for the office of Commissioner. At any general election held under the provisions of this charter, the four Commissioner candidates who shall have received the four greatest number of votes cast shall be elected. Should two or more candidates for Commissioner receive the fourth greatest number of votes cast, those candidates shall be listed on a ballot for a run-off election which shall be held two weeks following the regular election for the office of Commissioner.

The regular town election for the Mayor shall be the second Tuesday in March of 2011. Such election shall be a general election. Electors shall vote for one qualified candidate amongst those candidates for Mayor who appear on the ballot. The candidate receiving the greatest number of votes cast shall be elected as the Mayor. In the event two or more candidates receive the same number of votes cast, then a run-off election pursuant to Section 17 of Article 16 shall be held two weeks after the original election to elect a candidate to fill the office of Mayor.

Section 4. Filling of vacancy on commission.

In the case of death, disability, resignation or removal of the Mayor or any member of the Town Commission, or in the event that a Commissioner or the Mayor ceases to remain a bona fide legal resident of the Town, a vacancy on the Town Commission shall exist, and such vacancy shall be filled by the appointment of a new temporary Commissioner by the remaining members of the Town Commission, until ~~an~~ the next ~~election can be held to fill such vacancy for that office is~~ . The election to fill the vacancy on the Commission shall be held within sixty (60) calendar days after the date of the death, disability, resignation, removal of the Mayor or Commissioner, or the change of legal residency of a Commissioner or the Mayor to a location outside the corporate limits of the Town, unless a general election of the Town of Lake Park is to be held within ninety (90) calendar days thereafter, whereupon such election may be combined with the general election. ~~No person specially appointed to fill the vacancy may be a candidate for the office to which he is appointed in the next following election to fill that office.~~

Section 3. Article 16. Section 17 of the Town Charter entitled "Run-off" is hereby amended

to read as follows:

~~Section 17. Run-off.~~ STRIKE THROUGH THE SECTION 17 AND RUN-OFF too

~~Whenever a general or special election is held to fill any elective office in the Town of Lake Park, the candidates receiving a majority of the votes cast at such election to fill such offices shall be declared to be duly elected; provided that in the event no candidates for a particular elective office~~

shall receive a majority of the votes cast at such election to fill such office, then a run-off election shall be held two (2) weeks after the original or special election to elect a candidate to fill such office; provided further that in such event only the names of the two (2) candidates having received the greatest number of votes in the general or special election for such office shall be submitted to the voters and the one receiving the majority number of votes in such run-off election shall be declared to be duly elected to such office; provided further that should two (2) or more candidates receive an equal number of votes to any such office so that it cannot be determined which two (2) had received the greatest and the next greatest number of votes, then the names of all such candidates shall be submitted at the run-off election and the candidate receiving the greatest number of votes at such election would be declared elected to such office.

Section 4. Article 16, Section 22 of the Town Charter entitled "Form of Ballot" is hereby amended to read as follows:

Section 22. Form of ballot.

That the official ballot (if ballot is used) to be used in all elections shall be substantially in the words, figures and form as follows; to wit:

OFFICIAL BALLOT
DATE ____, YEAR _____
TOWN OF LAKE PARK, FLORIDA

Mark a Cross Mark (x) before the name of the Candidate ~~and/or Candidates~~ of your own choice

TABLE INSET:

For Commissioner, Group D (Vote for only one)
() JOHN DOE
() RICHARD <u>CATHERINE</u> DOE
() BOB WHITE
() ROBERT <u>KELSEY</u> LINK
() JOE SMITH

Section 5. 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 6. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and 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 8. Effective Date. This Ordinance shall take effect immediately upon adoption.

Upon First Reading this 6 day of January, 2010, the foregoing Ordinance, was offered by Commissioner Daly 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 JEFF CAREY	<u>/</u>	_____
COMMISSIONER ED DALY	<u>/</u>	_____
COMMISSIONER PATRICIA OSTERMAN	<u>/</u>	_____
COMMISSIONER KENDALL RUMSEY	<u>/</u>	_____

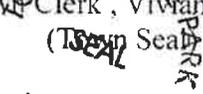
PUBLISHED IN THE PALM BEACH POST THIS 10 DAY OF January, 2010

Upon Second Reading this 20 day of January, 2010, the foregoing Ordinance, was offered by Commissioner Rumsey who moved its adoption. The motion was seconded by Commissioner Osterman and being put to a vote, the result was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	<u>/</u>	_____
VICE MAYOR JEFF CAREY	<u>/</u>	_____
COMMISSIONER ED DALY	_____	<u>Absent</u>
COMMISSIONER PATRICIA OSTERMAN	<u>/</u>	_____
COMMISSIONER KENDALL RUMSEY	<u>/</u>	_____

The Mayor thereupon declared **Ordinance No.** 01-2010 duly passed and adopted this 20 day of January, 2010.

TOWN OF LAKE PARK, FLORIDA
 BY: Desca DuBois
 Mayor, Desca DuBois

ATTEST:
Vivian M. Lemley
 Town Clerk, Vivian M. Lemley
 (Seal) 

Approved as to form and legal sufficiency:
Thomas J. Baird
 Town Attorney, Thomas J. Baird

FLORIDA



**Minutes
Town of Lake Park, Florida
Regular Commission Meeting
January 6, 2010 7:08 p.m.**

Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, January 6, 2010 at 7:08 p.m. Present were Mayor DuBois, Vice-Mayor Carey, Commissioners Daly, Rumsey, and Osterman, Attorney Thomas Baird, Town Manager Maria Davis and Town Clerk Vivian Lemley.

Mayor DuBois led the invocation and the Pledge of Allegiance.
Town Clerk Vivian Lemley performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None

Motion: A motion was made by Commissioner Rumsey to approve the Agenda; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

PUBLIC and OTHER COMMENT

Bill Holl, 401 Lake Shore Dr. #701, Lake Park – stated that he was the President of Lake Harbor Towers. He stated that since he's lived there for the past 11 years the Towers have always had the cooperation of the Town for their annual unit owner's meeting. For eight years the meeting was held at the yellow pavilion building at Kelsey Park and they've used the annex section of the Library and the Mirror Ballroom. He stated that this year he was unable to contact Town

Manager Davis since she was out of Town. He spoke with Recreation Director Greg Dowling and was informed that there would be a fee in order to use the yellow pavilion. He expressed his concerns about paying a \$200 to \$300 fee to use the pavilion for an hour and a half.

Town Manager Davis reminded the Commission that they had a concern regarding the use of Town facilities by different entities requesting a reduction in fees to rent those facilities. She stated that a Resolution was adopted to put a rental procedure into place a couple of years ago. She stated that the Commission had the power to waive the Resolution or procedure for that particular case.

Steve Hockman, 638 Flagler Blvd. -- expressed his concerns regarding the parking meters in the Town. He gave the total revenue from the parking meters that the Town had received from 2009. He gave estimates of how much the Town should have received in revenue and stated what the Town had spent so far on the parking meters. He reviewed the costs and money spent on the parking meters so far.

Public Comment Closed.

CONSENT AGENDA:

1. Resolution No. 01-01-10 West Ilex Park Improvements Agreement
2. Supervisor of Elections for Vote Processing Equipment Use and Election

Public Comment Open.

None

Public Comment Closed.

Commissioner Daly asked that item #1 be pulled from the Consent Agenda for discussion.

Motion: A motion was made by Commissioner Rumsey to approve item #2 of the Consent Agenda; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor			

DuBois	X		
--------	---	--	--

Motion passed 5-0.

Commissioner Daly asked if there would be a playground installed at W. Ilex Park.

Town Manager Davis stated that there would be a playground installed at W. Ilex Park.

Commissioner Daly recommended that protection be placed around the park for the children.

Town Manager Davis explained that there was a four foot fence proposed for the project that would encompass the entire park.

Motion: A motion was made by Commissioner Osterman to approve item #1 of the Consent Agenda; Commissioner Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

PUBLIC HEARING:

ORDINANCES ON 2nd READING

ORDINANCE NO. 18-2009 – Text Change to District C4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE III, SECTION 78-74 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "C-4 BUSINESS DISTRICT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Carey to approve the Ordinance No. 18-2009 upon 2nd reading; Commissioner Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 18-2009 by caption-only.

ORDINANCE NO. 19-2009 – PADD Signage

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE LAKE PARK MUNICIPAL CODE AT CHAPTER 78 ENTITLED “ZONING,” ARTICLE III, SECTION 78-70, ENTITLED “PARK AVENUE DOWNTOWN DISTRICT”; AMENDING SECTION 78-70(l) ENTITLED “WAIVERS”; AMENDING SECTION 78-70(n) ENTITLED “SUPPLEMENTAL DISTRICT REGULATIONS” TO PROVIDE ADDITIONAL PROVISIONS PERTAINING TO OBSCURING GROUND FLOOR WINDOWS; AMENDING SECTION 78-70(p) ENTITLED “SIGNS” AT SUBSECTIONS (1), (2), (5), (6), (7) AND (8), TO CHANGE CERTAIN EXISTING SIGN REGULATIONS AND ADD PROVISIONS TO THE AFORESAID SUBSECTIONS REGULATING PROHIBITED SIGNS, PERMITTED SIGNS, CONSTRUCTION SIGNS, SIGN DESIGN REQUIREMENTS, SIGN ILLUMINATION REQUIREMENTS, AND NON-CONFORMING SIGNS; CREATING NEW SUBSECTION 78-70(p)(10) TO BE ENTITLED “ADMINISTRATIVE SIGN WAIVER PROCEDURE” WHICH DELEGATES CERTAIN POWERS AND DUTIES TO THE COMMUNITY DEVELOPMENT DIRECTOR TO GRANT SIGN WAIVERS UNDER LIMITED CIRCUMSTANCES; AMENDING TABLE 78-70-7 ENTITLED “PERMITTED SIGNS” TO CLARIFY RESTRICTIONS ON THE SIZE, NUMBER, AND COPY FOR SIGNS AND OTHER SIGNAGE RESTRICTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Daly to approve the Ordinance No. 19-2009 upon 2nd reading; Commissioner Rumsey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 19-2009 by caption-only.

ORDINANCE(S) ON 1st READING

ORDINANCE NO. 01-2010

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CHARTER TO COMPLY WITH A CONSENT DECREE OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA; AMENDING OF ARTICLE IV, SECTION 1, ENTITLED "ELECTED OFFICERS"; AMENDING ARTICLE XVI, SECTION 17, ENTITLED "RUN-OFF"; AMENDING ARTICLE XVI, SECTION 22, ENTITLED "FORM OF BALLOT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Daly to approve the Ordinance No. 01-2010 upon 1st reading; Commissioner Rumsey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 01-2010 by caption-only.

RESOLUTION(S)

RESOLUTION NO. 02-01-10 - Street Lighting General Obligation Referendum
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF THE ACQUISITION AND INSTALLATION OF STREET LIGHTING TO BE OWNED BY THE TOWN OF LAKE PARK, FLORIDA IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000), CALLING FOR A BOND REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LAKE PARK TO BE HELD ON MARCH 9, 2010, AS TO WHETHER GENERAL OBLIGATION BONDS FOR SUCH STREET LIGHTING PROJECT SHOULD BE ISSUED; AND PROVIDING AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Commissioner Rumsey thanked Town Manager Davis for putting money into the budget to have someone oversee the project.

Motion: A motion was made by Commissioner Rumsey to approve the Resolution No. 02-01-10; Commissioner Osterman made the second.

Vote on Motion:

Commission	Aye	Nay	Other
------------	-----	-----	-------

Member			
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

DISCUSSION AND POSSIBLE ACTION

Marina Paver Covering Options

Public Comment Open.

Steve Hockman 638 Flagler Blvd. – stated that the pavers at the Marina should be fixed instead of patched. He stated that the proposed fix was a life safety issue and a lawsuit waiting to happen. The proposed installation was only capable of handling five to ten pounds per square foot. He stated that the proposed 5/8 inch plywood was only rated for 55 pounds per square foot with only 24 inch maximum spacing and was not meant to span four to six feet. He continued to express his concerns regarding the repair and cost of the Marina pavers.

Public Comment Closed.

Mayor DuBois asked if Town Manager Davis would make a presentation or comment.

Town Manager Davis explained that the Commission had asked staff at the last Commission Meeting to return with options for the Marina paver repair. She stated that the additional options were provided to the Commission for review but staff was still recommending replacing the existing pavers on a temporary basis. She stated that the engineer, Robert Cutcher was present at the meeting for questions.

Commissioner Daly expressed his concerns with the recommendation for the Marina paver repair.

Mayor DuBois asked Mr. Cutcher if the Marina paver repair was done as needed what were the cost estimates he could give in dealing with the repairs as they come over the next 18 months.

Mr. Cutcher described the issues with the present design of the Marina pavers. He explained how the plywood fairs under the elements and weather changes. He explained that the plywood had been there for approximately two years and when they came up with the interim design, they

expected it to last approximately 12 to 14 months. He stated that he could not give a time frame of when the plywood and carpet would no longer serve their function and present a tripping hazard. He gave a history of his inspections of the plywood over the last couple of years and his findings of wear and tear. He explained how some areas of the plywood would have more delamination compared with other areas due to the difference in the volume of traffic. He explained that it would cost approximately \$30 per square foot to remove and replace the brick pavers. He continued to explain the different repair options and their pros and cons.

Commissioner Daly stated that in severe weather the plywood could be lifted up and the pavers fly off and would end up costing more in repairs in the long run. He expressed his concerns regarding the finances needed for the repairs.

Mr. Cutcher agreed that the repair was expensive and does not last a long time. He addressed the issue of uplift of the plywood in severe weather. He explained why the plywood would not be uplifted and fly off. He stated that a temporary fix to the problem would be better and less expensive than a lawsuit as a result of someone being injured.

Commissioner Daly stated that it was a matter of the Town not having the money for temporary repairs at the Marina.

Commissioner Rumsey thanked Mr. Cutcher and stated that he agreed with Commissioner Daly regarding the expense of temporary fixes. He expressed his frustration regarding the fact that the repair needed to be done at least six months ago and the Commission was just now getting the request for emergency repair and have only been brought one option to do so.

Town Manager Davis explained the reasons why the repair issue had not been brought up sooner. She stated that the engineer had obtained quotes back in June from the original contractor. She stated that when she saw the significant increase in price she stated that the project needed to go out for bid. At the time the issue was not an emergency. Subsequently they sat down and talked with the attorney to determine the best method of protecting the sea wall should they go with a long term fix that would last more than two years or should they have the lawsuit settled within 18 to 24 months. She was told 18 to 24 months would be fine, so with that delay she asked the engineer to put a design together to go out for bid which was why there was an extended amount of time or delay. She stated that what they were forgetting was the big picture. The reason why a plywood cover was needed over the seawall was because it was failing catastrophically. A person had fallen in and the Town was thankfully not sued. When they went through and examined the seawall they saw the number of holes and they determined that it was a life safety issue that they needed to protect the Town and public from. She stated that on the advice of the Town's construction litigation attorney they were told that the lawsuit would be settled within 12 to 18 months.

Mr. Cutcher stated that the original estimate from former counsel was 12 months. The original best estimate of life expectancy of the original design was 12 to 14 months with an outside of 18 months. He stated that he cut that by 30% because of uncontrolled and unforeseen situations. He stated that it has now been in that original design for 24 months.

Town Manager Davis explained that it was a situation of no choice and not a matter of throwing money away.

Commissioner Rumsey stated that he understood the situation and that it was an issue that they needed to get a hold of. He stated that they needed to be realistic in the timing of the lawsuit settlement and that in 18 to 24 months there would need to be another fix with the plywood and additional \$70,000. He asked Mr. Cutcher to explain the issues at a level that the public could understand.

Mr. Cutcher explained the construction of the seawall and pavers at the Marina. He stated that the original estimate for the lawsuit settlement was 12 months not 18 to 24 months. He stated that the system that was placed lasted longer than they originally expected and was done based on a 12 month litigation settlement time frame. He stated that the new system would have additional clips and supports which may possibly exceed that of the older system.

Commissioner Rumsey stated that Mr. Downs mentioned to him a possible permanent fix by using dock material to build a dock around the area. He asked for the pros and cons of having a dock installed.

Mr. Cutcher explained that the docking material would have a 25 year service life that would be aesthetically pleasing. He stated that the cost for a timber dock with number two yellow pine would be approximately \$35 to \$40 per square foot with timber piles. Other materials such as fiberglass decking would cost approximately \$55 to \$65 per square foot depending on the support. It could be used as a permanent fix and the brick pavers would not have to be addressed but there would be continued loss of material underneath and a landward support mechanism would still need to be provided. He stated that the downside would be the cost. He stated that the fix would be very expensive.

Discussion ensued between the Commissioners and Mr. Cutcher regarding the brick paver and seawall repair options.

Discussion ensued between the Commissioners and Town Manager Davis regarding the brick paver and seawall repair options.

Commissioner Osterman expressed her concerns regarding the options and alternatives presented to repair the seawall and brick pavers at the Marina.

Commissioner Daly recommended that the Town pick the worst areas at the Marina and patch and repair them.

Discussion ensued between Commissioner Daly and the Commissioners regarding the options to repair the brick pavers and seawall at the Marina.

Motion: A motion was made by Commissioner Osterman to move forward with the temporary fix of the brick pavers at the Marina; Vice-Mayor Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly		X	
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois		X	

Motion passed 3-2.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Osterman invited everyone to the Safety Walk that would take place on Friday, January 8, 2010 at 6 p.m. at the San Marco Villas.

Commissioner Rumsey asked where it was recommended to park for the event.

Recreation Director Greg Dowling stated that there was a recreation center at the complex that participants could park.

Commissioner Daly

None

Vice-Mayor Carey

None

Commissioner Rumsey stated that the fountain at Kelsey Park was broken. He asked what happened to the fountain and what was being done to fix it.

Town Manager Davis stated that the fountain was vandalized and Ledbetter Masonry repaired the fountain free of charge. She thanked Ledbetter Masonry for helping the Town.

Commissioner Osterman asked that a thank you be placed on Channel 18 for Ledbetter Masonry.

Commissioner Rumsey asked that a thank you letter be sent to Ledbetter Masonry as well. He recommended their business to residents.

Commissioner Osterman asked that a thank you to Ledbetter Masonry be placed in the Town's newsletter.

Commissioner Rumsey stated that he had a meeting last week with the owner of visitpalmbeach.com. He stated that the company was a local Lake Park business that runs a recreational service that takes people on catamarans and parasailing. He stated that they wanted to bring part of their docking such as their catamaran and their parasail boat to the Lake Park Marina. He stated that it would help with bringing additional business to the Marina. He asked staff to get in touch with Mr. Morosi at visitpalmbeach.com to speak with him about making it possible. He stated that Mr. Morosi also offered to do free boat tours at the Sunset Parties that take place at the Marina.

He stated that he had received a lot of comments regarding the parking meter issue. He stated that residents feel that parking should be free on holidays. He recommended that the Town have free holiday parking.

Commissioner Daly stated that it was costing the Town to have the parking meters and break even. He stated that he was against the parking meters. He stated that businesses were looking to move because of the parking meter issues. He stated that giving free parking on holidays because the Town would have to foot the bill. He stated that since the parking meters are already there than everyone must "bite the bullet" and pay.

Commissioner Rumsey clarified his recommendation and asked the Commission if they were in favor of giving free parking on Town holidays.

Discussion ensued between the Commissioners regarding the free parking meters on holidays' recommendation.

Commissioner Rumsey stated that when the Town re-striped the parking spaces at the tennis court lot, one of the handicapped spots was made too small. He provided the Commission with photos (see Exhibit "A") of a handicap van that was unable to drop its lift gate in the handicap spot.

Town Manager Davis explained that the situation had been remedied. She stated that the handicap space was on the far northeast part of the parking lot. The sidewalk on the driver's side was five foot one inch which was included in the measurement but Public Works did not hatch it when they had done the striping. When the gentleman in the handicap van pulled up, he did not realize that the sidewalk was included in the width of the parking space. When the complaint was received, Public Works went to the parking lot and redeveloped a space on the west side which fully accommodated the handicap van and she spoke with Public Works and asked them to hatch the sidewalk so that anyone who uses that space would know to use the sidewalk as part of the parking space.

Commissioner Rumsey announced that on Saturday, January 9, 2010 from 9 a.m. to 11 a.m. there would be a North Palm Beach Baseball Little League Clinic for six to nine year olds at the Bert Bostrum Ball Field.

He recommended that a thank you letter be sent on behalf of the Mayor and Commission to Maritime and Venue Marketing for holding their Family Fun Fest at Kelsey Park and invite them back for 2010.

Mayor DuBois thanked Lake Park Baptist Church and the Lake Park Fire Department for their efforts in helping the Atilus family.

Attorney Thomas Baird wished everyone a "Happy New Year". He stated that an order was entered on December 22, 2009 in the Aberns' Reasonable Accommodations Hearing giving an allowance for four individuals to occupy the premises. Since then there has been a large stork sign spotted at the premises which would suggest that a baby boy was residing in the residence which may mean that the premises was not operating as a sober house. He stated that he has since filed a motion for re-hearing to get the facts straight. He had heard through indirect sources that Ms. Aberns had adopted a child and that she would be withdrawing her Reasonable Accommodations request. He stated that it was pure speculation and he would get to the bottom of it. He stated that the good thing that came out of the hearing was that the magistrate ordered a limit of four people to a sober home.

Town Manager Davis stated that the first forty children to arrive at the baseball clinic on Saturday would receive a free baseball glove and the first 100 children would receive a t-shirt and baseball. They would be learning basic base running, correct ball throwing and catching skills. She announced that the Town would be hosting bingo again every Wednesday at 10 a.m. in the Town's Mirror Ballroom. She gave an update on the street lighting program. She stated that there was not enough time to go out for bid on the installation of the poles and electric. She notified the Commission that she authorized the expenditure to purchase and install the concrete poles and anticipated that the poles would be delivered within the next three weeks. She stated that they were obtaining quotes for the underground electric installation. She stated that she would be bringing the expenditures to the Commission after the confirmation. She explained that she was doing this in order to have the poles and the power on so that the electorate could go out and see what the LED lighting is prior to the referendum question being voted upon. The lighting would be installed on the 200 block of Bayberry Dr.

She announced that the Town was awarded the growth award from Tree City USA for 2009. She congratulated Public Works and Kim Alexander for putting that together for the Town.

Marina Director Michael Pisano announced another fishing tournament in May in which the proceeds would go to children in the justice system. He stated that it would be a very big tournament. He stated that he would keep working to get more tournaments and events at the Marina as well as having more family oriented activities along with the tournaments.

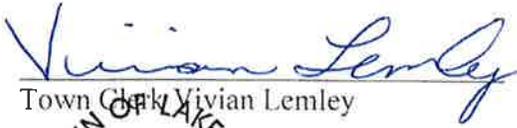
Town Manager Davis wished everyone a "Happy New Year".

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Osterman and seconded by Vice-Mayor Carey, and by unanimous vote, the meeting adjourned at 8:45 p.m.


Mayor DuBois

Deputy Clerk Jessica Shepherd


Town Clerk Vivian Lemley



FLORIDA

Approved on this 3 of Feb., 2010.