



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, May 6, 2015, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Michael O'Rourke	—	Commissioner
Kathleen Rapoza	—	Commissioner
.....		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	Town Clerk

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

None

D. PUBLIC COMMENT:

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

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

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

- 1. Regular Commission Meeting Minutes of April 15, 2015 Tab 1
- 2. 2015 The World Lupus Day Proclamation Tab 2

F. NOMINATION FOR BOARD MEMBERSHIP:

- 3. Erich von Unruh – Nominated for Re-appointment to the Planning and Zoning Board as a Regular Member Tab 3

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

None

H. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:

- 4. Ordinance No. 01-2015 to Amend Chapter 10, Article IV – Noise Control Tab 4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 10, ARTICLE IV OF THE LAKE PARK CODE BY REPEALING SECTIONS 10-151 THROUGH 10-161 AND ADOPTING A NEW ARTICLE IV REGULATING NOISE IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

- 5. Ordinance No. 04-2015 Amending Certain Sections of the Town Charter Article XVI Pertaining to Special Elections, Annual Elections, and Repeal of the Form of Ballots Used during an Election. Tab 5

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CERTAIN SECTIONS OF ARTICLE XVI OF THE TOWN CHARTER; PROVIDING FOR THE AMENDMENT OF SECTION 11 PERTAINING TO SPECIAL ELECTIONS; PROVIDING FOR THE AMENDMENT OF SECTION 13 PERTAINING TO THE ANNUAL GENERAL ELECTION; PROVIDING FOR THE REPEAL OF 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.

- 6. Ordinance No. 05-2015 Amending Chapter 2, Article IV of the Code of Ordinances Pertaining to Boards, Commission, and Committees. Tab 6

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV OF THE TOWN CODE, ENTITLED “BOARDS, COMMISSIONS, AND COMMITTEES”; PROVIDING FOR THE AMENDMENT OF THE TITLE OF ARTICLE IV; PROVIDING FOR THE AMENDMENT OF SECTION 2-111; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

I. NEW BUSINESS:

7. Resolution No. 12-05-15 Amending the Fine Fee Schedule to add Graduated Fines for Noise Disturbance Offenses **Tab 7**

8. Resolution No. 13-05-15 Authorizing the Mayor to Execute a Government Obligation Contract to Finance the Acquisition of Two, New Sanitation Vehicles **Tab 8**

9. Lake Park Kiwanis Basketball Tournament **Tab 9**

10. Murals/Public Art on Private Property Discussion **Tab 10**

J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

K. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, May 20, 2015

Consent Agenda

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 6, 2015

Agenda Item No. 1

Agenda Title: Regular Commission Meeting Minutes of April 15, 2015

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

Approved by Town Manager *[Signature]* **Date:** 4/24/2015
[Signature]

Vivian Mendez - Town Clerk
 Name/Title

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

Summary Explanation/Background:

Recommended Motion:

To approve the Regular Commission Meeting minutes of April 15, 2015.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, April 15, 2015, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Michael O'Rourke	—	Commissioner
Kathleen Rapoza	—	Commissioner
Bambi McKibbon-Turner	—	Interim Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	Town Clerk

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

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

1. Palm Beach County Sheriff's Office Citizens on Patrol Quarterly Report Tab 1
2. Proclamation Recognizing April 24, 2015 as National Arbor Day 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 April 1, 2015 Tab 3

F. NOMINATION FOR BOARD MEMBERSHIP:

4. Anne Lynch – Nominated for Appointment to the Planning and Zoning Board as an Alternate Member Tab 4

G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:

None

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

5. Ordinance No. 04-2015 Amending Certain Sections of Article XVI of the Town Charter Pertaining to Special Elections, Annual General Elections, and the Repeal of the Form of Ballots Used during an Election. Tab 5

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CERTAIN SECTIONS OF ARTICLE XVI OF THE TOWN CHARTER; PROVIDING FOR THE AMENDMENT OF SECTION 11 PERTAINING TO SPECIAL ELECTIONS; PROVIDING FOR THE AMENDMENT OF SECTION 13 PERTAINING TO THE ANNUAL GENERAL ELECTION; PROVIDING FOR THE REPEAL OF 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.

6. Ordinance No. 05-2015 Amending Chapter 2, Article IV Section 2-111 Entitled Election of Board and Committee Officers. Tab 6

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV OF THE TOWN CODE, ENTITLED “BOARDS, COMMISSIONS, AND COMMITTEES”; PROVIDING FOR THE AMENDMENT OF THE TITLE OF ARTICLE IV; PROVIDING FOR THE AMENDMENT OF SECTION 2-111; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

I. NEW BUSINESS:

7. Selecting the Venue for Future Sunset Celebration Tab 7

8. Lake Park Harbor Marina Landscape Maintenance-Contract Time Extension Tab 8

9. Resolution No. 11-04-15 Fiscal Year 2014-2015 Mid-Year Budget Review and Adjustments Tab 9

J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

K. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, May 6, 2015



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, April 15, 2015, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, April 15, 2015 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, and Michael O'Rourke, Interim Town Manager Bambi Turner, Attorney Thomas Baird, and Town Clerk Vivian Mendez. Commissioner Kathleen Rapoza was absent and Commissioner O'Rourke arrived at 6:41 p.m.

Town Clerk Mendez performed the roll call and Mayor DuBois led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS

1. Palm Beach County Sheriff's Office Citizens on Patrol Quarterly Report.

Mayor DuBois welcomed back Captain Jeff Lindskoog from the Palm Beach County Sheriff's Office (PBSO) to the meeting. Captain Lindskoog gave an update on the Citizens on Patrol program by explaining that the Town does not have its own volunteer patrol. He explained that the Town is part of the North End Rovers unit with a dedicated car assigned to Lake Park. He gave some statistical information regarding the program. He stated that some of the other functions of the North End Rovers are to pick up snipe signs, notifying their office of any graffiti they see in the Town, He stated that the program was running very well. He stated that PBSO would be proposing a Neighbor Watch Program soon.

2. Proclamation Recognizing April 24, 2015 as National Arbor Day.

Dave Hunt, Public Works Director explained the item (see Exhibit "A").

PUBLIC COMMENT:

1) Janet Hash, 1115 Lake Shore Drive – expressed concern with the proposed cell phone tower at the Harbor Marina.

2) John Hash, 1115 Lake Shore Drive – expressed concern with having a cell phone tower built at the Harbor Marina.

Mayor DuBois explained that a contract had been signed, but the proposed site plan has not been submitted for Commission review. He explained that the next step in the process would be for the applicant to submit a site plan and it would then go through the review process. He stated that the public would have opportunities to review the plans and speak at meetings.

CONSENT AGENDA:

1. Regular Commission meeting minutes of April 1, 2015.

Motion: Commissioner Flaherty moved to approve the consent agenda; Commissioner O'Rourke seconded the motion.

Vote on Motion:

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

Motion passed 4-0.

NOMINATION FOR BOARD MEMBERSHIP:

4. Anne Lynch – Nominated for Appointment to the Planning and Zoning Board as an alternate member.

Mayor DuBois explained that Commissioner Rapoza had nominated Anne Lynch for appointment to the Planning and Zoning Board.

Motion: Commissioner Flaherty moved to appoint Anne Lynch as an alternate member of the Planning and Zoning Board; Commissioner O'Rourke seconded the motion.

Vote on Motion:

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

Motion passed 4-0.

PUBLIC HEARING(S) – ORDINANCE ON FIRST READING:

5. Ordinance No. 04-2015 Amending Certain Sections of Article XVI of the Town Charter Pertaining to Special Elections, Annual General Elections, and the Repeal of the Form of Ballots Used during an Election.

Town Clerk Mendez explained the item (see Exhibit "B"). Commissioner O'Rourke stated that on page 2 of the Ordinance it excludes Section 13 pertaining to the annual general election and asked that it be included.

Public Comment Opened:

None

Public Comment Closed:

Motion: Commissioner O'Rourke moved to approve Ordinance No. 04-2015 amending Section 2 on page 2 of the Ordinance to include Section 13 pertaining to the annual general election on first reading; Vice-Mayor Glas-Castro seconded the motion.

Vice-Mayor Glas-Castro asked the Attorney if this was a section of the Town Charter that could be modified without going through the referendum process. Attorney Baird stated "correct".

Vote on Motion:

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

Motion passed 4-0.

Attorney Baird read the Ordinance by title only.

6. Ordinance No. 05-2015 Amending Chapter 2, Article IV Section 2-111 Entitled Election of Board and Committee Officers.

Town Clerk Mendez explained the item (see Exhibit "C"). Mayor DuBois asked if the Library Board has been producing minutes on a timely manner. Town Clerk Mendez stated that the Library Board has submitted their meeting minutes in a timely manner. She explained that the Library Board has been structured differently where they do not have a staff person as their recording secretary.

Public Comment Opened:

Diane Bernhard, 301 Lake Shore Drive – expressed concern with having a staff member assigned as the recording secretary to the Board.

Mayor DuBois explained his experience when he was a member of the Harbor Marina Advisory Board and no staff members were assigned to the Board. He stated that the Board was disconnected from the Commission and at times out on their own to produce agendas.

Public Comment Closed:

Motion: Vice-Mayor Glas-Castro moved to approve Ordinance No. 05-2015 on first reading; Commissioner O'Rourke seconded the motion.

Commissioner O'Rourke stated that there are two weeks before these Ordinances appear on the next agenda and that the Commission were available to answer further questions.

Mayor DuBois spoke of the benefits of having a staff member at Board meetings and reconnecting the Boards with the Commission.

Vote on Motion:

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

Motion passed 4-0.

NEW BUSINESS:

7. Selecting the Venue for Future Sunset Celebration.

Interim Town Manager Turner explained the item (see Exhibit "D"). Commissioner O'Rourke felt that Lake Shore Park offered a nicer venue for the Sunset Celebration events. He asked if staff had a preference. Interim Town Manager Turner stated that staff has been pleased with the events at Lake Shore Park. Commissioner O'Rourke asked if there have been any complaints about the event at Lake Shore Park. Interim Town Manager Turner stated that staff has not received any complaints. Commissioner Flaherty asked if the Marina staff coordinate the event. Interim Town Manager Turner stated that the Marina staff does not coordinate the event, Janet Perry, in the Town Clerk/Deputy Town Manager's Office has taken on primary responsibility of the event each month. Commissioner Flaherty asked if tables and chairs area available for the events. Town Clerk Mendez explained that tables and chairs are delivered by Public Works from the Marina on the day of the event. Commissioner Flaherty stated that he would prefer that the event return to the Marina. Mayor DuBois asked what staff's position was. Interim Town Manager Turner stated that staff does not have a preference. Mayor DuBois asked how the Marina staff were reacting to the events. Interim Town Manager Turner stated that the workload for the Marina staff has increased due to increased occupancy at the Marina. Commissioner O'Rourke stated that the venue should be consistent each month.

Motion: Commissioner Flaherty moved to select the Marina as the primary venue and Lake Shore Park as the alternate venue for the Sunset Celebrations; Vice-Mayor Glas-Castro seconded the motion.

Vote on Motion:

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

Motion passed 4-0

8. Lake Park Harbor Marina Landscape Maintenance-Contract Time Extension.

Public Works Director Dave Hunt explained the item (see Exhibit “E”). Commissioner O’Rourke asked if staff ever considered combining all the landscape contracts to possibly receive a lower rate. Public Works Director Hunt stated that staff did consider combining the contracts, but the Marina is an Enterprise Fund and the Community Redevelopment Agency (CRA) is a distinct funding source, so the only economy of scale was combining the advertisement for the bid. He explained that each contract would be awarded to the most responsible responsive bidder.

Motion: Commissioner O’Rourke moved to extend the Lake Park Harbor Marina Landscape Maintenance-Contract time; Commissioner Flaherty seconded the motion.

Vote on Motion:

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

Motion passed 4-0

9. Resolution No. 11-04-15 Fiscal Year 2014-2015 Mid-Year Budget Review and Adjustments.

Finance Director Blake Rane explained the item (see Exhibit “F”). Commissioner Flaherty asked if the only window coverings budgeted would be the Mirror Ballroom. Interim Town Manager Turner explained that it would cover the windows and the stage coverings for the Mirror Ballroom because the window coverings must be fire-retardant per the Palm Beach County Fire Code. Commissioner Flaherty asked if this item would go out for a formal bid in the future. Interim Town Manager Turner stated that it would go out for formal bid. Commissioner O’Rourke asked for clarification on the cell phone tower reduction in the budget. Finance Director Rane explained that Sprint has decommissioned the tower located at Public Works. As a result, the revenue projected from the tower has ended. He explained that T-Mobile is currently in their due diligence stage to possibly install a tower at the Harbor Marina. T-Mobile has made a payment of \$2,950 for the option to test the Harbor Marina location for their tower with payments in the same amount each month after the installation of the tower if approved.

Motion: Commissioner Flaherty moved to adopt Resolution 11-04-15; Commissioner O’Rourke seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O’Rourke	X		
Commissioner Rapoza			Absent

Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 4-0

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird explained that the Palm Beach County Inspector General funding case received final judgement in favor of Palm Beach County. The final judgement was challenged with a motion for rehearing was filed and the rehearing motion was denied. The City of West Palm Beach has agreed to fund the appeal to the Fourth District Court of Appeals. He explained that the Town Commission would need to decide, either tonight or at a future meeting, their desire to remain as participants in the appeal. The Commission discussed their desire to remain as participants in the appeal.

Motion: Commissioner O'Rourke moved to remain as appellant in the case; Vice-Mayor Glas-Castro seconded the motion.

Vice-Mayor Glas-Castro stated that residents need to understand that if the case is lost that they (the residents) would be paying twice for the unfunded mandate place on the municipality by Palm Beach County. The residents would be paying through their Ad Valorum Taxes to Palm Beach County and their Ad Valorum to the Town. She felt that the Town should remain as participants. Mayor DuBois stated that he would prefer that the item be brought back as an agenda item so the public had an opportunity to speak on the item. Vice-Mayor Glas-Castro asked if the case were lost would the Town be expected to pay the entire amount owed since the case began. Town Attorney Baird stated that Palm Beach County would expect that the municipalities fund the Countywide program that the County created. He explained that the other municipality he represents has budgeted each year their portion so that they are prepared to pay the full amount owed in the event the case were lost. He explained that the major concern was not funding the Inspector General program; it would be that Palm Beach County could impose other programs on an election ballot for municipalities to fund as they tried to do in the past. He stated that the misconception is that municipalities oppose the Inspector General and that is not the issue. He explained that the municipalities oppose funding a Palm Beach County program that Palm Beach County elected to push the cost onto the municipalities instead of funding it themselves. Vice-Mayor Glas-Castro pointed out that the Inspector General's proposed budget for fiscal year 2016 was 2.9 million with an increase of \$500,000 to hire seven additional staff members if the case is lost. Mayor DuBois stated that the Inspector General budget was expected to go up to 5 million over time. The Commission directed staff to bring the item back at a future meeting agenda.

Vote on Motion:

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

Motion passed 4-0

Interim Town Manager Turner announced that all parties have signed the Town Manager's contract and John D'Agostino will begin May 1, 2015. She thanked all the sponsors for their support of the Easter Egg Hunt held on April 4, 2015. She apologized to those that felt that the event was not organized or intended as a fun family event. The seawall remediation project at the Marina is almost complete and not anticipated to go over budget. Very Serious Films LLC of North Palm Beach would be filming a movie at Town Hall from June 8-15, 2015 in the Commissioner Chamber. A night depository box has been installed outside the west entrance to Town Hall. 836 Bayberry Drive has been selected as the "Property of the Month" for the month of May. The Northern Palm Beach County Chamber Leadership Award nominations have been submitted. The next Sunset Celebration is scheduled for April 24, 2014 at Lake Shore Park. The end of season Tennis Tournament is scheduled for April 25 and 26 beginning at 8:00 a.m. Summer Camp registration has begun.

Commissioner O'Rourke recalled that a resident inquired about a tree memorial program and asked if the Tree Board could be brought back. Mayor DuBois explained how much work would be involved for the Tree Board and members with some knowledge would be necessary. Commissioner O'Rourke asked how building a cell tower at the Harbor Marina could be viewed as a public benefit, but a restaurant would not. He explained that he had asked the former Town Manager about a restaurant at the Marina and was told that there were deed restrictions restricting a restaurant at the Marina. Mayor DuBois explained that he asked the same question and was told that the cell tower would be installed in one of the non-deeded restricted areas at the Marina. Attorney Baird explained that the topic of placing a restaurant at the Marina has been discussed at length. He explained that the State have explained that the Marina property is deed restricted and the beneficiary of the restrictions are the trustees of the Internal Improvement Fund. The State would allow a restaurant on the Marina property, but a contract would be developed, which would include that the State would get a percentage of the proceeds generated by the restaurant. He stated that it is possible to have such a contract, but the State would demand a certain percentage of revenue.

Vice-Mayor Glas-Castro announced that the Palm Beach County League of Cities meeting would be Wednesday at the City of Atlantis. She explained that two members on the Lake Park Historical Society would be recognized by the Palm Beach County Historical Society. She asked for an update on the Florida Power & Light project on 3rd Street. Interim Town Manager Turner stated that she has not been made aware of any updates. She stated that no apologies are necessary for the Easter Egg Hunt and it was a very nice event. She asked what Community Development Block Grant projects would be submitted for the next fiscal year. Interim Town Manager Turner stated that staff would be meeting later this week to discuss which projects would be eligible.

Commissioner Flaherty congratulated the Historical Society members on being recognized by the County. He thanked Mr. and Mrs. Hash for speaking at the past two Commission meetings. He asked for an update on the 801 Park Avenue property. Community Development Director DiTommaso explained that the property had been purchased a year and a half ago and a site plan submittal packet had been received earlier in the week in the Community Development Department.

Commissioner Rapoza was absent.

Mayor DuBois stated that there was no need to apologize for the Easter Egg Hunt. He offered several suggestions for next year. He referred to an article in the New York Times about how children in New York were not all able to receive eggs during their Easter Egg Hunt. He stated that 90% of the All Aboard Florida plan had been completed of the intersections. He explained that several weeks ago he and staff met with them to review the plans. He explained that since the intersections are maintained by Palm Beach County the Town would need to coordinate with the Metropolitan Planning Organization (MPO) so that a site visit could be organized and the MPO could look at the intersections.

Motion: Commissioner O'Rourke moved to direct staff to pursue funding through the MPO for the pedestrian crossing improvements at the Town's Florida East Coast (FEC) railroad intersections; Commissioner Flaherty seconded the motion.

Vote on Motion:

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

Motion passed 4-0

Mayor DuBois explained that the Department of Environmental Resource Management (DERM) had proposed a Mangrove Island directly east of the Harbor Marina channel and extended south to Rivera Beach. He stated that many Rivera Beach residents opposed the project and it would not be moving forward. He stated that the T-Mobile site plan should include their entire ground footprint. Community Development Director DiTommaso explained that T-Mobile has submitted their site plan application and several comments, including the Mayor's comment, has already been included from staff. He thanked Interim Town Manager Turner for stepping in as the Interim Town Manager during the transition time. Interim Town Manager Turner thanked the Commission for the opportunity. Mayor DuBois expressed condolences to the Babcott family on Palmetto Drive for the loss of their family member due to a fire.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner O'Rourke and seconded by Vice-Mayor Glas-Castro, and by unanimous vote, the meeting adjourned at 8:37 p.m.

Mayor James DuBois

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2015



Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 15, 2015

Agenda Item No.

Agenda Title: Proclamation recognizing April 24, 2015 as National Arbor Day

- SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
- [] BOARD APPOINTMENT [] OLD BUSINESS
- [] PUBLIC HEARING ORDINANCE ON _____ READING
- [] NEW BUSINESS: RESOLUTION [] DISCUSSION FOR FUTURE ACTION
- [] OTHER: _____

Approved by Town Manager *David Hunt* Date: 4/7/2015

David Hunt
David Hunt/Public Works Director

Originating Department: Public Works	Costs: \$ 350.00 Funding Source: DPW, Grounds Maintenance Div. Acct. # 406 - 52000 <input checked="" type="checkbox"/> Finance <u>BKR</u>	Attachments: 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 _____ OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background: Each year, the Town of Lake Park celebrates National Arbor Day by inviting school children from local schools to participate in the Arbor Day Event with poems, songs and drawings honoring trees. This year, the National Arbor Day observance will take place in Blakley Park, at 10:30 a.m. on Friday, April 24, 2015. Several trees planted from prior Arbor Day Celebrations will be revisited to see their growth over time. Also, a new tree will be presented which will be placed at a disclosed location. The Public Works Department will be coordinating the event. The anticipated \$150.00 cost will cover refreshments and has been budgeted for this event.

Recommended Motion: I move to proclaim April 24, 2015 as National Arbor Day.

**PROCLAMATION
IN HONOR OF NATIONAL ARBOR DAY**

WHEREAS; in 1871 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees and this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS; Arbor Day is now observed throughout the nation and the world. Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS; trees are a renewable resource which provides the materials necessary to produce paper, construct our homes, fuel our fires and manufacture countless other wood products, and

WHEREAS; trees increase property values, enhance the economic vitality of business areas and improve the overall aesthetic appeal of our community, and

WHEREAS; trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS; efforts to protect our trees and woodlands by planting trees to promote the well-being of this and future generations should be supported by all persons,

NOW, THEREFORE; on behalf of the Commission of the Town of Lake Park, I, James DuBois, Mayor of the Town of Lake Park, Florida do hereby recognize April 24, 2015 as National Arbor Day.

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 _____ day of April, 2015.

BY: _____
Mayor James DuBois

ATTEST:

Vivian Mendez, Town Clerk



Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 15, 2015

Agenda Item No. _____

Agenda Title: Ordinance Amending Certain Sections of Article XVI of the Town Charter pertaining to Special Elections, Annual General Elections, and the Repeal of the Form of Ballots used during Elections.

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

Approved by Town Manager *Ronnie McMillan* Date: 4/8/2015
Ante Town Mgr.

Vivian Mendez - 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: <p style="text-align: center;">Ordinance</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 _____ or Not applicable in this case <u><i>VM</i></u> Please initial one.

Summary Explanation/Background: Prior to July 1, 1973 the Town Commission adopted a municipal Charter, which contains among other matters, provisions pertaining to operations of the Town under a Town Commission-Town Manager form of government. Florida State Statute 166.021(4) and 166.31, set forth the procedures to be followed in amending municipal charters adopted prior to July 1, 1973, which charters have not been subsequently readopted. Amendments to municipal charters 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. The proposed amendments in Article XVI do not fundamentally alter the basic organizational or administrative structure of the Town's Commission-Manager form of government as set forth in the Town Charter.

The following sections are proposed to be modified:

Section 11 – Special Elections; Section 13 – Date of General Elections; Section 22 – Form of Ballot.

Recommended Motion: I move to adopted Ordinance 042015 on first reading.



Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 15, 2015

Agenda Item No.

Agenda Title: Ordinance Amending Chapter 2, Article IV, Section 2-111 Entitled Election of Board and Committee Officers.

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

Approved by Town Manager [Signature] Date: 4/8/2015

Vivian Mendez - Town Clerk

Table with 3 columns: Originating Department (Town Clerk), Costs (\$ 0.00), Attachments (Ordinance), and Advertised (Not Required).

Summary Explanation/Background: The Town Code of Ordinances Chapter 2, Article IV, is entitled "Boards, Commissions, and Committees"...

Staff is proposing the following three (3) amendments to this section of the Code:

1. Amend the title from “Boards, Commissions, and Committees”, to “Boards, and Committees” and remove the word Commission.
2. Each board shall annually elect a chair from its membership and a vice-chair at their first meeting of each year instead of the month of January.
3. The Town Manager shall assign a staff member to be the recording secretary who shall be responsible for producing minutes of the board or committee meeting.

Recommended Motion: I move to approve Ordinance 05-2015 on first reading.



Exhibit "D"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 15, 2015

Agenda Item No. - 1

Agenda Title: Selecting the Venue for Future Sunset Celebrations

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *April M. Lubbock* Date: 4/7/2015
Inter Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ -0- Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <p style="text-align: center;">None</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 _____ or <u>Not applicable in this case:</u> <u>BMT</u> Please initial one.

Summary Explanation/Background:

Since their inception, the monthly Sunset Celebrations have been held at the Lake Park Harbor Marina. Recently, in order to accommodate the Marina Seawall Remediation Project that has been underway, the venue for the monthly Sunset Celebrations was changed to Lake Shore Park.

The planning for the monthly Sunset Celebrations takes place a month in advance of each event, and the planning for the April Sunset Celebration to take place at Lake Shore Park has already been completed and advertisements have been published. Staff is in the process of planning for the May Sunset Celebration. Now that the Marina Seawall Remediation Project is substantially complete, staff is seeking direction from the Town Commission as to whether to continue to hold the Sunset Celebrations at Lake Shore Park, or whether to return this event to the Marina commencing in May, 2015.

Recommended Motion: There is no recommended motion.



Exhibit "E"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 15, 2015

Agenda Item No.

Agenda Title: Lake Park Harbor Marina Landscape Maintenance-Contract Time Extension

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

Approved by ^{Inta} Town Manager Richard Pittman Date: 4/7/2015
 Richard Pittman / Project Manager Richard Pittman
 Name/Title

Originating Department: Public Works	Costs: \$ 2,907.42 per month Funding Source: Marina F.Y 15 Budget Acct. # 800-34000 <input checked="" type="checkbox"/> Finance <u>BTR</u>	Attachments: Letter of Agreement
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

The Town Commission has approved two extensions of the Chris Wayne & Associates, Inc. (CWA) landscape maintenance contract for the Lake Park Harbor Marina landscape maintenance for Fiscal Year 2015. The latest extension, approved at the January 7, 2015 Town Commission meeting, will expire on April 30, 2015. Staff is recommending a third contract extension until a new contract is in place. The current contract with CWA is \$2,907.42 per month.

CWA is agreeable to a contract extension through September 30, 2015 (see attached Letter of Agreement). The solicitation for the marina landscape maintenance was advertised on April 12, 2015. The bid opening is scheduled for May 13, 2015. The RFP package is written to allow the Town Commission to elect to commence a new contract for maintenance in July or on October 1ST. The recommendation for the contract commencement date of the new contract will be based on the monthly price of the new contract versus the current monthly cost using CWA. The recommendation for the award of a new marina landscape maintenance contract and time extension, if desired, will be on the June 3rd Town Commission meeting agenda.

Recommended Motion: Based on the bid opening date, I move to approve a time extension of the Lake Park Harbor Marina landscape maintenance contract with CWA until a new contract is in place.



Public Works
Department

650 Old Dixie Highway
Lake Park, FL 33403
Phone: (561) 881-3345
Fax: (561) 881-3349

www.lakeparkflorida.gov

March 13, 2015

Mr. Chris Dellago, RLA, President
Chris Wayne & Associates, Inc.
15863 97th Drive North
Jupiter, Florida 33478

Chris
Dear Mr. Dellago:

RE: Letter of Agreement
Contract Extension for CRA District Landscape Maintenance
Contract Extension of Lake Park Harbor Marina Landscape Maintenance

Chris Wayne and Associates, Inc. (CWA) currently perform landscape maintenance within the Lake Park CRA District under a contract extension approved by the Lake Park CRA Board on January 7, 2015. The compensation for this service is \$6,330.00 per month. The contract, with the extension, will expire on April 30, 2015.

Chris Wayne and Associates, Inc. currently perform landscape maintenance at the Lake Park Harbor Marina property under a contract extension approved by the Lake Park Town Commission on January 7, 2015. The compensation for this service is \$2907.42 per month. This contract, with the extension, will also expire on April 30, 2015.

The Lake Park CRA and the Town of Lake Park have a need to extend the aforementioned contracts to the end of the fiscal year (September 30, 2015) at which time it is anticipated that new landscape maintenance contracts will commence. The current CWA monthly charges have been budgeted for through September 30th. We propose that CWA agree to an additional five month extension at the current rates while the Town publicly solicits bids for new, five year contracts (an initial three year contract with two, one year extension options). By re-bidding the contract, you will have the opportunity to adjust your rates to reflect current costs and expenses. In addition, the Town will be able to adjust its Fiscal Year 2016 Budget figures to allow for any rate increases that may arise from the competitive bidding process.

Please indicate your acceptance of an additional five month contract extension for both of CWA's current contracts and compensation by signing below and returning to the Town of Lake Park Public Works Department.

Respectfully yours,

J. David Hunt
J. David Hunt
Director of Public Works

Accepted by: _____

Chris Dellago
Chris Dellago, President CWA

Date: 3/16/15

cc: B. McKibbin-Turner, Interim Town Manager
B. Rane, Finance Director
R. Pittman, Project Manager



Exhibit "F"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 4/15/2015 **Agenda Item No.**

Agenda Title: **FISCAL YEAR 2014/2015 MID-YEAR BUDGET REVIEW AND ADJUSTMENTS**

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

Approved by Town Manager Blake K. Rane **Date:** 4/8/15

Blake K. Rane **Finance Director**
Name/Title

Originating Department: <p style="text-align: center;">FINANCE</p>	Costs: See attachment "A" Funding Source: Acct. # <input checked="" type="checkbox"/> Finance ___ BKR ___	Attachments: Resolution, Mid-year Budget Adjustment Itemization (Attachment "A"), and Narrative
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 _BKR_ Please initial one.

Summary Explanation/Background:

At this point in each fiscal year, the Town Finance Director conducts a mid-year review of the approved budget to determine if any adjustments need to be made. This review has been conducted and attached is a schedule (Attachment "A") that lists the significant items that need to be adjusted for the Town of Lake Park 2014/15 Budget, along with a narrative explanation of such adjustments.

Recommended Motion:

I move to adopt Resolution 11-04-15.

RESOLUTION NO. 11-04-15

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2014-2015 AS PREVIOUSLY ADOPTED BY RESOLUTION NO. 29-09-14; 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, 2014 and ending September 30, 2015; 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. 29-09-14 a final millage rate for the Fiscal Year 2014-2015; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2014-2015, which was adopted by Resolution No. 29-09-13.

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 final budget of the Town of Lake Park General Fund is hereby approved and adopted as set forth in the attached Mid-Year Budget Adjustment Itemization (Attachment "A").

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

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

Section 5. This resolution shall take effect immediately upon adoption.

Mid-Year Budget Adjustment Itemization

April 15, 2015

ATTACHMENT "A"

General Fund

Item	Account Number	Proposed Change	Totals
Revenue			
	Total General Fund Budgeted Revenue		\$ 8,522,458
(1)	Rent - Cell Tower (Sprint)	001-362.120	\$ (11,883)
	Rent - Cell Tower (Metro PCS)	001-362.122	2,950
(2)	Building Permits w/ min Surcharge	001-322.100	5,000
	Building Permits - Other	001-322.110	(45,000)
	Re-inspection Fees	001-329.152	(2,000)
(10)	Balance Brought Forward	001-38-000-9000	(9,999)
	Total Revenue Changes	<u>\$ (60,932)</u>	<u>(60,932)</u>
	Proposed Budget		<u>\$ 8,461,526</u>
Expenses			
	Total General Fund Budgeted Expense		\$ 8,522,458
(2)	Contractual Services	001-52-524-500-34000	\$ (48,550)
(3)	Executive Salaries	001-51-512-105-11000	10,086
	Executive Salaries	001-51-512-104-11000	(9,231)
	FICA	001-51-512-105-21000	772
	FICA	001-51-512-104-21000	(706)
	Retirement	001-51-512-105-22000	504
	Retirement	001-51-512-104-22000	(923)
(4)	Improvement Buildings	001-54-597-408-62100	25,000
(5)	Membership Fees	001-51-512-100-54200	900
(6)	Memberships, Dues, & Subscriptions	001-51-512-104-54200	1,117
(7)	Special Pay	001-51-512-105-15000	500
(8)	Contractual Services	001-52-522-300-34000	4,949
(9)	Contribution - Police Actuary	001-51-589-900-91601	(13,231)
	Contingency	001-51-589-900-99901	2,880
(10)	Transfer to Fund Balance	001-51-589-900-99901	(34,999)
	Total of Expense Changes	<u>\$ (60,932)</u>	<u>(60,932)</u>
	Proposed Budget		<u>\$ 8,461,526</u>

Mid-Year Budget Adjustment Itemization

April 15, 2015

ATTACHMENT "A"

Insurance Fund

	Account Number	Proposed Change	Totals
Revenue			
	Total Insurance Fund Budgeted Revenue		\$ 227,116
(1)	Refund Prior Year Expenses	\$ 25,081	
	Total Revenue Changes	\$ 25,081	25,081
	Proposed Budget		\$ 252,197
Expenses			
	Total Insurance Fund Budgeted Expense		\$ 227,116
(1)	Insurance Claims Deductible	\$ 25,081	
	Total of Expense Changes	\$ 25,081	25,081
	Proposed Budget		\$ 252,197

Mid-Year Budget Adjustment Itemization

April 15, 2015

ATTACHMENT "A"

Special Projects Fund

	Account Number	Proposed Change	Totals
Revenue			
	Total Special Projects Fund Budgeted Revenue		\$ 419,150
(1)	2015 JAGD-PALM-13-R1-124	\$ 5,995	
	Total Revenue Changes	\$ 5,995	5,995
	Proposed Budget		\$ 425,145
Expenses			
	Total Special Projects Fund Budgeted Expense		\$ 419,150
(1)	2015 JAGD-PALM-13-R1-124	\$ 5,995	
	Total of Expense Changes	\$ 5,995	5,995
	Proposed Budget		\$ 425,145

Mid-Year Budget Adjustment Itemization

April 15, 2015

ATTACHMENT "A"

Marina Fund

	Account Number	Proposed Change	Totals
Revenue			
	Total Marina Fund Budgeted Revenue		\$ 1,427,014
(1)	Balance Brought Forward 401-399.999	\$ 550,000	
	Total Revenue Changes	\$ 550,000	550,000
	Proposed Budget		\$ 1,977,014
Expenses			
	Total Marina Fund Budgeted Expense		\$ 1,427,014
(1)	Seawall Remediation 401-57-579-800-46060	\$ 550,000	
	Total of Expense Changes	\$ 550,000	550,000
	Proposed Budget		\$ 1,977,014

Mid-year Budget Narrative

The Mid-year Budget adjustment is intended to keep the Commission informed of any significant changes that have occurred or are likely to occur in the current fiscal year. The following tasks have been accomplished in preparation for presenting this review:

- a. Monthly reports are available to all Department Directors;
- b. Also, periodic Fiscal Year Financial Reports are prepared and distributed to the Commission and Senior Staff;
- c. Additionally, the Finance Director has analyzed each fund and each department within each fund, meeting with Department Directors as necessary; and
- d. Finally, The Finance Director and the Interim Town Manager have met and reviewed the findings of the budget review process.

We are happy to report that thus far there are very limited adjustments that need to be made to the fiscal year 2014-15 Budget. As you will note, many of the adjustments are minor in effect but staff feels it important to keep the Commission informed of such adjustments and where funding is moved between funds or increases or decreases revenue. Adjustments are discussed below and are listed in detail on Attachment "A".

GENERAL FUND

In the General Fund staff recommends adjusting the following revenue items (corresponding Item numbers appear on Attachment A): Item 1 – Two cell tower related changes have occurred since the budget was adopted; we were informed that the Sprint tower is being decommissioned thus reducing the Town's revenue, and the initial study annual fee for the Metro PCS tower has been received. Item 2 – The Town's relationship with Hybrid changed to a revenue sharing model reducing both the Town's revenue and expense.

Expenses that require adjustment include: Item 3 – The movement of Salary expenses and related items from the Town Manager department to the Human Resources department. Item 4 – Replacing the curtains and draperies in the Mirror Ballroom. Items 5, 6, & 7 – Are adjustments that put the funding for small expenses where it is needed. Item 8 – Corrects a calculation error in the amount of the Palm Beach County Fire/Rescue contract. Item 9 – Adjusts the amount of funding that was required by the actuary to maintain the Retired Police Officers Pension Fund. Item 10 – is both in revenue and expense as a housekeeping adjustment designed to simplify the budget while still maintaining an account with a balance as a placeholder.

INSURANCE FUND

In the Insurance Fund staff recommends increasing the amount available for any unknown deductibles by the unbudgeted amount received as the refund of prior year expenses.

SPECIAL PROJECTS FUND

The Town has been awarded a Florida Department of Justice grant in the amount of \$5,995. It is recommended to increase both revenue and expense by this amount.

MARINA FUND

In the Marina Fund staff recommends adding to the budget the funding that was appropriated by the Commission on August 20, 2014.

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 6, 2015

Agenda Item No. 2

Agenda Title: World Lupus Day Proclamation

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

Approved by Town Manager

Carly McKeon Lewis
Town Manager

Date: 4/28/2015

Vivian Mendez - 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: Email the Lupus Foundation of Florida 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 _____ or Not applicable in this case <u>V.M.</u> Please initial one.

Summary Explanation/Background:

The Town of Lake Park has been asked to participate in bringing awareness to a debilitating autoimmune disease that affects an estimated 100,000 Floridians. The Lupus Foundation of Florida is asking municipalities in Florida to proclaim May 10, 2015 as World Lupus Day. If approved, the proclamation would be sent to the Lupus Foundation of Florida.

Recommended Motion: I move to approve the World Lupus Day proclamation.

Vivian Mendez

From: Linda Ruescher <editor@lupusflorida.org>
Sent: Monday, April 6, 2015 9:55 PM
To: Linda Ruescher
Subject: Request for Proclamation
Attachments: Lupus Proclamation.docx

May 10 is World Lupus Day. Lupus is a debilitating autoimmune disease that affects an estimated 100,000 Floridians. The cause of lupus is not known. There is no cure.

The Lupus Foundation of Florida, along with lupus organizations the world over, is asking your city to proclaim May 10 as World Lupus Day. The text of the proclamation is attached in Word.

Thank you in advance for your consideration. You can mail a hard copy to:

Lupus Foundation of Florida
Proclamations
535 Central Avenue
Suite 304
St. Petersburg, FL 33701.

Yours truly,
Maggi McQueen, Board Chair
Linda Ruescher, Program Director

www.lupusflorida.org
(727) 447-7075

The World Lupus Day

Proclamation

WHEREAS; lupus is an autoimmune disease that can cause severe damage to the tissue and organs in the body and, in some cases, death; and

WHEREAS; more than five million people worldwide suffer the devastating effects of this disease and each year over a hundred thousand young women, men and children are newly diagnosed with lupus, the great majority of whom are women of childbearing age; and

WHEREAS; medical research efforts into lupus and the discovery of safer, more effective treatments for lupus patients are under-funded in comparison with diseases of comparable magnitude and severity; and

WHEREAS; many physicians worldwide are unaware of symptoms and health effects of lupus, causing people with lupus to suffer for many years before they obtain a correct diagnosis and medical treatment; and

WHEREAS; there is a deep, unmet need worldwide to educate and support individuals and families affected by lupus; and

NOW, THEREFORE, BE IT RESOLVED that 10 May 2015 is hereby designated as World Lupus Day on which lupus organizations around the globe call for increases in public and private sector funding for medical research on lupus, targeted education programs for health professionals, patients and the public, and worldwide recognition of lupus as a significant public health issue.

IN WITNESS THEREOF, I, James DuBois, Mayor of the Town of Lake Park, have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 6th day of May, 2015.

BY:

Mayor James DuBois

ATTEST:

Town Clerk Vivian Mendez

Board Membership

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 6, 2015

Agenda Item No. 3

Agenda Title: Erich von Unruh -- Nominated for Re-appointment to the Planning and Zoning Board as an Regular Member

- | | |
|--|---|
| <input type="checkbox"/> CONSENT AGENDA | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE ON ___ READING |
| <input type="checkbox"/> BID/RFP AWARD | <input checked="" type="checkbox"/> OTHER: NOMINATION FOR BOARD MEMBERSHIP |

Approved by Town Manager *[Signature]* **Date:** 4/24/2015
[Signature]

Vivian Mendez, Town Clerk, CMC
 Name/Title

Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • Nomination by Commissioner Rapoza • Commission-Appointment Board Volunteer List Memo • Applicant's Town Board Application
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>RM</i> Please initial one.

Summary Explanation/Background: The Town Clerk's Office received a volunteer board application for re-appointment to a Town Board. The candidate's biographical information for this appointment has been placed in the Town Commission Dropbox.

Commissioner Rapoza has made a nomination to re-appoint the following applicant to the Planning and Zoning Board.

Erich von Unruh

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

Vivian Mendez

From: Kathleen Rapoza
Sent: Thursday, April 9, 2015 7:38 PM
To: Vivian Mendez
Subject: Re: Board Membership

Vivian, he is an asset to our town and I encourage us to move forward and nominate him to the P&Z board, with pleasure, we need him.

Best regards,

Kathy Rapoza,
Commissioner, Lake Park

On Apr 9, 2015, at 8:54 AM, Vivian Mendez <vmendez@lakeparkflorida.gov> wrote:

Good morning,

The Town Clerk's Office has received a board application for reappointment to the Planning and Zoning Board. A nomination to fill a vacancy may be made by any member of the Commission. The board application can be found in the Dropbox or attached for your convenience.

Sincerely,

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

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

<volunteer applicant 040915 von unruh.pdf>



Office of the
Town Clerk

April 9, 2015

Commission-appointed Board Volunteer List:

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

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

New applicant:

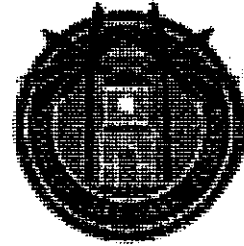
Erich von Unrun – has applied for re-appointment on the Planning and Zoning as a regular member. The Planning and Zoning has two (2) alternate membership openings.

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

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

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

www.lakeparkflorida.gov



The Town of Lake Park

Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the Boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified by mail when appointment has been made.

Please print the following information:

Name: von Unruh, Erich, Rudolph
Last First Middle

Address: 622 Evergreen Drive

Telephone: home None work 561 615-0333 cell 561 596-4740

E-Mail Address erudiver@comcast.net evonunruh@kirwanpellac.com

Are you a resident of Lake Park

Yes

No

Are you a non-resident business owner in Lake Park

Are you a registered voter (Response to this question is not mandatory)

Do you currently serve on a Town Board or Committee

If so, which one(s): _____

Have you been convicted of a crime

If so, when? _____ where? _____

Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired.

Choice #	Board	Choice #	Board
<input type="checkbox"/>	Code Compliance *	<input checked="" type="checkbox"/>	2 Tree Board
<input type="checkbox"/>	CRA Board (Community Redevelopment Agency)	<input checked="" type="checkbox"/>	1 Planning & Zoning/Historic Preservation Board *
<input type="checkbox"/>	Harbor Marina Advisory Board	<input type="checkbox"/>	Library Board
<input type="checkbox"/>	Construction Board of Adjustments & Appeals		

Please note: Membership on these (*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (7)

Your Name: Erich vonKnoch

Please indicate the reason for your interest in your first and second choices:

① The town mayor told me of an opening on the Planning and zoning Board and I felt that I may be of some assistance because of my legal background, but more importantly, my long history of familiarity with the town where I was born in 1967. (See Additional Page)
Number of Meetings of the above boards you have attended in the past six months: None

Your educational background: (High school, College, Graduate School or other training)

Palm Beach Gardens High School, Florida Atlantic College, and Nova Southeastern University

What is/was your profession or occupation: Insurance Defense Attorney

How long: ~~Eight~~ 7 years.

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee:

My ability to read complicated legal documents, including Statutory law and Administrative codes.

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen:

I was born at Good Samaritan Hospital in 1967 and spent the next 15 years growing up in Lake Park. My mother taught music at Lake Park Elementary and my Father at the Suncoast High School.

Feel free to attach additional sheets if required. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:

Signature: Erich vonKnoch Date: 12/12/13



) I also picked the Tree Board as an alternative to Planning and zoning, should the town commission determine I was better suited to serve on that Commission. I also feel my long term experience of living and growing up in Lake Park has given me an appreciation of preserving and protecting the trees in our town.

Erich von Unruh
622 Evergreen Drive
Lake Park, Florida 33403
(561) 596-4740
evonunruh@kirwanspellacy.com (Work) ervdiver@comcast.net (Home)

EDUCATION

Nova Southeastern University, Shepard Broad Law Center, Fort
Lauderdale, Florida
Juris Doctor May 2004

- Honors:** Member of Nova Southeastern Moot Court (2001)
Dean's List Fall (2001)
- Activities:** Second Place Finalist of the 2001 Feinrider
Intramural Upper-Class Moot Court Competition
(2001)
Elected to Board of Editors for Moot Court Winter
(2002)
Re-Elected to Board of Editors for Moot Court
Winter (2002-2003)
Moot Court team member for Technology and
Privacy Competition (2002)
Moot Court team member for YLS Competition
(2003)
Elected to Executive Board Position as Travel
Teams Coordinator for Moot Court (2003-2004)

Florida Atlantic University, Boca Raton, Florida
Bachelor of Arts, Major in Political Science and a Minor in Business
Administration, May 2000

- Honors:** Graduated Cum Laude
Alpha of Florida Alumni Chapter Phi Theta Kappa
Scholarship Recipient (1998)
Dean's List (1999)
Member of Pi Sigma Alpha (2000)
- Activities:** Alpha of Florida Phi Theta Kappa (1998-2000)

Palm Beach Community College, Palm Beach Gardens, Florida
Associate in Arts, May 1998

- Honors:** Graduated with Presidential Honor
President's List January (1997)
President's List May (1997)
Honors Option Contract February (1998)
Dean's List May (1998)
Gold Level of Phi Theta Kappa
- Activities:** Member of Alpha Gamma Sigma Chapter of Phi
Theta Kappa

EXPERIENCE

May 2006-Present

Kirwan, Spellacy & Danner, P.A.

- Associate
- Have been involved in the following types of cases and claims;
- Personal Injury Protection cases
- Homeowners cases
- Subrogation claims
- Bodily Injury Claims
- Uninsured/Underinsured Claims
- General Liability
- Financial Affidavits
- Settlements with Minor's
- Examinations Under Oath

May 2003-May 2006

Kirwan & Spellacy, P.A.

- Work as law clerk for Partner, Shawn Spellacy, Esq.
- Researched applicable law and drafted memoranda.
- Prepared Response to Request for Production Documents.
- Drafted Answers to Interrogatories
- Drafted Answers to Admissions
- Drafted Motions for Summary Judgment
- Drafted Witness and Exhibit Lists
- Prepared Memorandum on Medical Summaries
- Drafted several letters to clients with questions and/or instructions.
- Reviewed files and drafted memoranda as requested by Senior Partner.

November 2002-May 2003

Green, Murphy, Wilke, Murphy and Spellacy, P.A.

Boca Raton, Florida

- Worked as law clerk for Partner, Shawn Spellacy, Esq.
- Researched applicable law and drafted memoranda.
- Prepared Response to Request for Production Documents.
- Drafted Answers to Interrogatories
- Drafted Answers to Admissions
- Drafted Motions for Summary Judgment
- Prepared Memorandum on Medical Summaries

- Drafted several letters to clients with questions and/or instructions.
- Reviewed files and drafted memoranda as requested by Senior Partner.

August 2002-September 2002

Stuart B. Klein, Esq.

West Palm Beach, Florida

- Researched applicable law and drafted memoranda.
- Prepared Response to Request for Production Documents.
- Drafted several letters to clients with questions and/or instructions.
- Reviewed files and drafted memoranda as requested by Senior Partner.
- Prepared confidentiality agreement and non-compete agreements.
- Prepared demand letter.

May 2001-August 2001

State Attorney of Palm Beach County

West Palm Beach, Florida

Pro Bono Intern, Summer 2001

- Researched applicable law and drafted memoranda.
- Reviewed deposition videos and transcripts and drafted memoranda.
- Observed trials and attorney meetings with witnesses and victims and drafted memoranda.
- Helped gather information needed for trial for the attorneys.

October 1986-November 2000

Gold Coast Video

Juno Beach, Florida

Owner and Manager

- Responsible for the day to day operation which included hiring, training and overseeing employees.
- Preparing budgets and advertising plans and overseeing their implementation.

1994

Roman Holiday Charters

Riviera Beach, Florida

Divemaster

- Responsible for briefing divers before dive.
- Responsible for leading the dive and diver safety throughout the charter.

COMPUTER SKILLS:

**Extensive computer knowledge, including:
MS Word, Corel WordPerfect, WestLaw,
LEXIS, Time Matters, Timeslips, Florida
Law Weekly, Microsoft Outlook, e-mail and
internet.**

Vivian Mendez

From: Erich von Unruh <EvonUnruh@kirwanspellacy.com>
Sent: Tuesday, April 7, 2015 3:17 PM
To: Vivian Mendez
Subject: RE: Unexcused absence

Thank you, and yes I would be honored to continue.

Sincerely,

Erich Von Unruh

Associate

KIRWAN SPELLACY & DANNER, P.A.

2080 West Indiantown Road

Suite 200

Jupiter, Florida 33458

Phone: (561) 615-0333

Fax: (561) 744-4540

E-mail: evonunruh@kirwanspellacy.com

E-Notice: pleadings@kirwanspellacy.com

NOTICE TO ALL PARTIES: Commencing on September 1, 2012, please send all "SERVICE OF COURT DOCUMENT" e-notifications to pleadings@kirwanspellacy.com in accordance with the Florida Rules of Judicial Administration 2.516(b)(1)(E).

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From: Vivian Mendez [mailto:vmendez@lakeparkflorida.gov]
Sent: Tuesday, April 07, 2015 2:48 PM
To: Erich von Unruh
Cc: Kimberly Rowley; Nadia DiTommaso
Subject: RE: Unexcused absence

Good afternoon Mr. von Unruh,

I had sent you a letter (via USPS and email) regarding your membership expiring on the Planning and Zoning Board on May 1, 2015, but had not heard back from you. If you would like the Commission to consider reappointing you to the Planning and Zoning Board please let me know.

At this point you will not be eligible to participate in the May Planning and Zoning Board meeting because your membership will expire on May 1 and the soonest I can place your membership consideration before the Town Commission would be May 6, 2015. Again please let me know if you would like the Commission to consider reappointing you to the Planning and Zoning Board as soon as possible.

I hope you are well soon.

Sincerely,

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

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

From: Erich von Unruh [<mailto:EvonUnruh@kirwanspellacy.com>]
Sent: Tuesday, April 7, 2015 1:01 PM
To: Vivian Mendez
Subject: RE: Unexcused absence

Sorry Vivian, I had a cold and probably should have just called to cancel, but I went home after work and laid down to rest and fell asleep. I did not wake until 8:30 p.m. and rushed out to the Town Hall and it was already dark. As you know I did miss one other meeting due to work, and at that time I did not have a telephone number to call post 5:00 p.m. Is there any specific number I could call post 5 p.m. if I have any issue in the future? Again, please give my apologies to the rest of the Board and I will let them all know I am sorry for not being there yesterday.

Sincerely,

Erich Von Unruh
Associate
KIRWAN SPELLACY & DANNER, P.A.
2080 West Indiantown Road
Suite 200
Jupiter, Florida 33458
Phone: (561) 615-0333
Fax: (561) 744-4540
E-mail: evonunruh@kirwanspellacy.com
E-Notice: pleadings@kirwanspellacy.com

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From: ervdiver@comcast.net [<mailto:ervdiver@comcast.net>]
Sent: Tuesday, April 07, 2015 12:50 PM

To: Erich von Unruh
Subject: Fwd: Unexcused absence

From: "Vivian Mendez" <vmendez@lakeparkflorida.gov>
To: ervdiver@comcast.net
Cc: "Kimberly Rowley" <krowley@lakeparkflorida.gov>, "Nadia DiTommaso" <NDiTommaso@lakeparkflorida.gov>
Sent: Tuesday, April 7, 2015 11:50:40 AM
Subject: Unexcused absence

Good morning Mr. von Unruh,

Attached is an unexcused absence letter for yesterday's Local Planning Agency meeting. If you have any questions regarding the attached letter please contact me.

Sincerely,

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

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

Ordinance on Second Reading

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 6, 2015

Agenda Item No. 4

Agenda Title: ORDINANCE TO AMEND CHAPTER 10, ARTICLE IV – NOISE CONTROL.

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON 2nd READING**
- RESOLUTION
- OTHER

Approved by Town Manager *Rachel McKillop Swann* **Date:** 4/28/2015
Nadia Di Tommaso

Nadia Di Tommaso / Community Development Director
 Name/Title ND

Originating Department: Community Development	Costs: \$ Town Attorney Costs & Legal Ad Funding Source: Town Attorney Budget & Town Clerk Acct. # 001-51-514-108-31100 (Attorney) ; 106-48100 (Legal Ad) <input type="checkbox"/> Finance _____	Attachments: → Ordinance <u>01</u> -2015 → Attorney Memo
Advertised: Date: April 26, 2015 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:

Over the past few months, the Town Commission discussed the existing noise Ordinance on several occasions and requested staff to review the existing regulations in an attempt to condense them. The Village of Wellington's noise Ordinance was offered up as a good example. Essentially, noise ordinances should be able to accomplish two goals:

- (1) Effectively regulate noise within municipal boundaries so as to protect the public health, safety and general welfare of inhabited residential and commercial/light industrial property; and
- (2) Ensure that these very regulations are enforceable.

In recently reviewing the Town's regulations, staff determined that while they are quite extensive, they actually accomplish the above two goals. The existing regulations do so by defining what a noise nuisance is, prohibiting it, and further providing for an additional dBA noise measurement enforcement method, while allowing for certain exemptions (for example, special events). However, it can be argued that the existing Ordinance includes TOO MUCH information that may lead to confusion.

Consequently, the revised Noise Ordinance was presented to the Town Commission on 1st reading at the March 18, 2015 meeting. At this meeting, the Town Commission directed staff to make the following changes prior to 2nd reading:

- (1) Remove sound decibel chart [*Done: please note that this means that noise violations will remain subjective and enforced only by plainly audible noise, rather than providing for an objective enforcement method by actual decibel levels should the Town ever purchase a noise meter and need to utilize this enforcement method*]
- (2) Define noise disturbance and provide for a tiered enforcement method with graduated citation amounts for a 1st, 2nd and 3rd offense offenses and possibly criminalize the offense (*modification to the Fine Fee Schedule which is approved by Resolution would also be required*) [*Done in Section 10-153*]
- (3) Include a measurement interval (minimum 10 minutes) [*Done in Section 10-153*]
- (4) Replace 'government sanctioned' language with a specific reference to 'special event permits' [*Done in Section 10-155(4)*] – *note: this language means that special event permit holders are exempt from having to meet the requirements as proposed.*
- (5) Reference the applicability of the procedural manual for facility rentals [*Done in Section 10-152*]

Following these directives, staff modified the Noise Ordinance and the Fine Fee Schedule (approved by Resolution and listed as a separate agenda item) and provided it to Attorney Matt Ramenda for additional review. Attorney Ramenda had one of his associates research the option of criminalizing noise offenses. In addition, PBSO also questioned the constitutionality of regulating noise within public rights-of-way and Attorney Ramenda had his associate conduct this research as well.

In conclusion, staff has been advised that we cannot criminalize noise offenses since State Law does not classify noise offenses as being criminal offenses. However, the Town is able to enforce noise within public rights-of-way because the Town's proposed Ordinance is content neutral and would not be found unconstitutional on the basis that it either punishes or favors one type of sound over another. Attorney Ramenda specifically included language in the proposed Noise Ordinance which provides that plainly audible sound from a distance of 100 feet is a violation "regardless of content".

A copy of the Attorney Memo dated April 16, 2015 detailing the above two issues is enclosed with this agenda item.

Both the proposed Noise Ordinance and the proposed Fine Fee Schedule were provided to Lieutenant Vassalotti who responded they look good from a PBSO enforcement perspective. All the proposed changes are included in the enclosed Ordinance. A separate Resolution which lists the offense fine fee amounts will also need to be considered by the Town Commission.

Recommended Motion: I MOVE TO ADOPT ORDINANCE 01-2015 on 2nd READING.

ORDINANCE 01-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 10, ARTICLE IV OF THE LAKE PARK CODE BY REPEALING SECTIONS 10-151 THROUGH 10-161 AND ADOPTING A NEW ARTICLE IV REGULATING NOISE 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 pertaining to noise control within the Town; and

WHEREAS, Town Commission has determined that there is a need to update and substantially revise the regulations in the Town which govern noise; and

WHEREAS, the Town's Community Development Department has recommended to the Town Commission that Chapter 10, Article IV be repealed and a new Article IV regulating noise in the Town be adopted; and

WHEREAS, the Town Commission has determined that the amendments recommended by the Town's Community Development Department would 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 of the Town Code of Ordinances is hereby repealed in their entirety:

Sec. 10-151. - Policy.

~~In furtherance of the mandate of the people, as expressed in Article II, Section 7 of the Constitution of the State of Florida (Fla. Const. art. II, § 7), it shall be the policy of the town to conserve and protect its natural resources and scenic beauty and adequate provision shall be made by ordinance for the abatement of loud, excessive and unnecessary noise.~~

Sec. 10-152. -- Acoustical terminology.

All acoustical terminology and all definitions thereof shall be that contained in ASA S1.1-1960, as amended, American Standard Acoustical Terminology of the American National Standards Institute (ANSI). Any tests for sound measurements shall be conducted pursuant to procedures and standards prescribed by ANSI or other nationally recognized standards.

Sec. 10-153. -- Definitions.

For the purpose of this article, whenever any of the following words, terms or definitions are used herein they shall have the meanings respectively ascribed to them in this section except where the context requires otherwise:

Authorized emergency vehicle means vehicles of the county fire department (fire patrol), police vehicles and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, and the department of transportation as are designated or authorized by the department or the chief of police of an incorporated city or any sheriff of any of the various counties.

A-weighted sound level means the sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dBA.

Decibel means a unit for measuring the intensity of a sound, the mathematical formula for which is expressed as the volume of a sound which is equal to ten times the logarithm of the ratio of the intensity of the sound to the intensity of a specified standard sound, abbreviated "dBA."

Emergency work means work made necessary to restore property to a safe condition following a natural disaster or public calamity; or work required to protect persons or property from imminent danger caused by hurricanes, tornados, floods or other natural disasters or public calamity; or work by private or public utilities when installing or restoring utility service.

Fixed source means a machine or device capable of creating a noise level at the property line upon which it is located, including but not limited to industrial and commercial process machinery and equipment, pumps, fans, air conditioning apparatus, refrigeration machines or pool heaters.

Fluctuating noise means a noise in which the loudness varies with time. This is expressed technically as a noise whose sound pressure level varies significantly and exceeds the ambient noise level.

Holidays means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas.

Impulsive noise means a very short duration noise. An impulsive noise is a noise characterized by brief exertions of sound pressure which significantly exceed the ambient sound pressure.

~~Motorcycle means any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, but excluding a tractor.~~

~~Motor-driven cycle means any motorcycle, and any motor scooter with a motor which produces not to exceed five brake horsepower, including every bicycle with a motor attached.~~

~~Motor vehicle means any vehicle which is self-propelled.~~

~~• Noise disturbance means any sound which:~~

- ~~(1) Endangers or injures the safety or health of humans or personal or real property;~~
- ~~(2) Exceeds any dBA limit established pursuant to this article;~~
- ~~(3) Is loud and raucous;~~
- ~~(4) Tends to annoy a substantial number of persons in the community; or~~
- ~~(5) Is plainly audible and causes or tends to cause an adverse psychological or physiological effect on human beings.~~

~~Noise sensitive zone means any area within the town, designated by the town as such, for the purpose of ensuring quiet.~~

~~Period of observation means the time interval during which acoustical data and facts are obtained. All periods of observation made hereunder shall be determined with regard to the character of the noise being measured, and the particular instrument used to make the measurement, and shall be made in accordance with the standards contained in ANSI S1.13-1971 as amended on the American National Standards Institute or its updated version.~~

~~Sound means a temporal and spatial oscillation in pressure, or other physical quantity in a medium with internal forces causing compression and rarefaction of that medium, and propagating at finite speed to distant points.~~

~~Sound pressure level means the sound pressure level, in decibels, of a sound 20 times the logarithm to the base ten of the ratio of the pressure of the sound to the reference sound pressure. The reference is 0.0002 μ bar. The sound pressure level may be evaluated using FLAT, A, B or C scales as defined by the American National Standards Institute and shall be labeled dB, dBA, dBB or dBC, respectively. The A-weighted sound pressure level measured with fast response on an instrument meeting American National Standards Institute specifications or its successor bodies, except that only the A-weighting and fast dynamic response need be provided, shall be called the "sound level."~~

Steady noise means a nonfluctuating noise or a noise the level of which remains essentially constant during the period of observation.

Zoning district means any of the several designated categories in the zoning code of the town (chapter 78).

Sec. 10-154. – Noise disturbance prohibited.

No person shall make, continue or cause to be made or continued any noise disturbance as defined herein.

Sec. 10-155. – Maximum permissible sound levels by receiving land use.

No person shall operate or cause to be operated any source of sound in such manner as to create a sound level which exceeds the limits set forth for the receiving land use district in Table 1, for more than 50 percent of any period of observation which shall not be less than ten minutes, when measured at the boundary of the receiving land use and as a result of a source of sound being located on some other property.

TABLE 1
Sound Levels by Receiving Land Use

Receiving Land Use	Time	Sound Level Limit dBA
Conservation	6:00 a.m.—7:00 p.m.	<u>55</u>
	7:00 p.m.—6:00 a.m.	50
Residential	7:00 a.m.—10:00 p.m.	<u>55</u>
	10:00 p.m.—7:00 a.m.	50
Commercial/Residential and Downtown	7:00 a.m.—10:00 p.m.	<u>55</u>
	10:00 p.m.—7:00 a.m.	50
Commercial	At all times	<u>60</u>
Commercial/Light Industrial	At all times	<u>65</u>
Public Buildings/Grounds and Other Public Facilities	7:00 a.m.—10:00 p.m.	<u>60</u>

Sec. 10-156. - Noise sensitive zones.

~~It shall be unlawful to create any noise disturbance on any street or any adjacent area within 500 feet of any hospital or within 500 feet of any school, institution of learning, public park, church or courtroom in the town during the period of use thereof, where such noise causes interference with the workings of such facility or disturbs or annoys the persons using such facility. There shall be no conviction for violation of this provision, however, unless signs bearing an appropriate warning legend are posted and displayed in a conspicuous manner on the streets approaching facilities.~~

Sec. 10-157. - Specific prohibitions.

~~The following specific acts, and the causing thereof, are declared to be in violation of this article notwithstanding the noise levels set forth in Section 10-155:~~

~~(1)~~

~~Radios, television sets, musical instruments and similar devices. Operating, playing or permitting the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier, compact disc or similar device which produces, reproduces or amplifies sound:~~

~~a.~~

~~Between the hours of 7:00 p.m. and 7:00 a.m. the following day in such a manner as to create a noise disturbance across a real property boundary or within a noise sensitive zone (except for activities open to the public and for which a permit has been issued by the town);~~

~~b.~~

~~In such a manner as to create a noise disturbance at 50 feet from such device, when operated in or on a motor vehicle on public right-of-way or public space, or in a boat on public waters;~~

~~c.~~

~~In such a manner as to create a noise disturbance to any person other than the operator of a device, when operated by any passenger on a common carrier; or~~

~~d.~~

~~In such a manner or at such a level that would disturb or annoy a substantial number of persons in the community within any residentially zoned area of the town at any time.~~

~~(2)~~

~~Loudspeaker/public address systems.~~

- a. ~~Using or operating for any noncommercial purpose any loudspeaker, public address system or similar device between the hours of 8:00 p.m. and 7:00 a.m. the following day, such that the sound therefrom creates a noise disturbance across a residential real property boundary or within a noise sensitive zone; or~~
- b. ~~Using or operating for any commercial purpose any loudspeaker, public address system or similar device for the purpose of commercial advertising or attracting the attention of the public to any building or structure.~~
- (3) ~~Street sales. Offering for sale or selling anything by shouting or outcry within any residential or commercial area of the town, except by permit issued by the town.~~
- (4) ~~Animals and birds. Owning, possessing or harboring any animal or bird which frequently or for continued duration howls, barks, meows, squawks or makes other sounds which create a noise disturbance across a residential real property boundary or within a noise sensitive zone.~~
- (5) ~~Loading and unloading. Loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials, garbage cans or similar objects between the hours of 7:00 p.m. and 7:00 a.m. the following day in such a manner as to cause a noise disturbance across a residential real property boundary or within a noise sensitive zone. Any properties lying west of Old Dixie Highway in the commercial districts shall be exempt from the hours of the provision above.~~
- (6) ~~Vehicle or motorboat repairs and testing. Repairing, rebuilding, modifying or testing any motor vehicle, motorcycle or motorboat in such a manner as to cause a noise disturbance across a residential real property boundary or within a noise sensitive zone.~~
- (7) ~~Explosives, firearms and similar devices. The use or firing of explosives, firearms or similar devices which create impulsive noise so as to cause a noise disturbance across a real property boundary or on a public space or right-of-way without first obtaining a permit issued by the town.~~
- (8) ~~Powered model vehicles. Operating or permitting the operation of powered model vehicles so as to create a noise disturbance across a residential real property boundary in a public space or within a noise sensitive zone between the hours of 7:00 p.m. and 7:00 a.m. the following day. Maximum sound levels in a public space during the permitted period of operation shall conform to those set for residential land use in section 10-155 and shall be measured at a distance of four feet from any point on the path of the vehicle. Maximum sound levels for residential property and noise sensitive zones, during the permitted period of~~

~~operation, shall be governed by sections sections 10-155 and 10-156, respectively.~~

(9)

~~Domestic power tools. Operating or permitting the operation of any mechanically powered saw, sander, drill, grinder, lawn or garden tool, or similar device used outdoors in residential areas between the hours of 7:00 p.m. and 7:00 a.m. the following day so as to cause a noise disturbance across a residential real property boundary.~~

(10)

~~Engines, generators, pumps, motors and other machinery. Operating or permitting the operation of any engines, generators, pumps, motors or other machinery, including air conditioning and air handling equipment, so as to cause a noise disturbance at any time.~~

(11)

~~Vehicle defect or condition of load. It shall be unlawful for any person to operate a motor vehicle or motor propelled boat so out of repair or defective, or under any condition of load, acceleration or deceleration so as to create a noise disturbance, including but not limited to grating, grinding, rattling or explosive noise.~~

(12)

~~Noise from buildings or premises. No person who owns, leases or controls any building or premises shall use the same for any business, employment, residential use, or for any purpose of pleasure or recreation, where such use shall cause a noise disturbance across a real property boundary or within a noise sensitive zone.~~

(13)

~~Construction. It shall be unlawful for any person to do, perform or engage in any construction work, building, excavating, hoisting, grading, pile driving, pneumatic hammering, demolition, dredging, building alteration or repair work of any nature to any building or structure or upon any site for the same in the town without a permit issued by the town:~~

~~a.~~

~~Between the hours of 7:00 p.m. and 7:00 a.m. the following day, and at all times on Sundays and holidays, such that the sound therefrom creates a noise disturbance or exceeds 50 dBA at a real property boundary;~~

~~b.~~

~~At any other time such that the sound level at a real property boundary creates a noise disturbance or exceeds 80 dBA for the daily period of operation.~~

~~This section shall not apply to the use of domestic power tools as described in subsection (9) of this section.~~

(14)

~~Lawn maintenance devices. It shall be unlawful to operate lawnmowers, edgers, trimmers and power driven hedge shears in the town between the hours of 9:00 p.m. and 7:00 a.m. the following day.~~

(15)

~~Idling vehicles. It shall be unlawful for any person to operate any motor of a motor vehicle of a weight in excess of 8,000 pounds for a consecutive period of time longer than two minutes while such vehicle is standing on private property and located within a 150 feet of property zoned and used for residential purposes, except where such vehicles are standing within a completely enclosed structure. Emergency vehicles and public transportation vehicles shall be exempt from this provision of this article. Delivery vehicles shall be exempt when such a motor is an integral component of the delivery process in question.~~

(16)

~~Mufflers. No person shall modify or change the exhaust muffler, intake muffler or any other noise abatement device of a motor vehicle in a manner such that the noise emitted by the motor vehicle is increased above that emitted by the vehicle as originally manufactured.~~

(17)

~~Boats. No person shall operate any engine powered pleasure vessel, engine powered craft or motorboat on any body of water, lake, canal or waterway being within the town which creates a noise disturbance or emits frequent or long continued noise that exceeds 90 dBA from a distance of 50 feet.~~

(18)

~~Motorcycles, trailbikes, minibikes, scooters. It shall be unlawful and declared a public nuisance to use or operate any motorcycle, trailbike, minibike, scooter or vehicle, as defined in F.S. § 316.003, which creates a noise disturbance or emits frequent or long continued noise that exceeds 75 dBA from a distance of 50 feet. Exemption: This section shall not apply to those vehicles regulated by state statute.~~

(19)

~~Motor vehicle horns and signaling devices. Sounding any horn or other signaling device on or in any motor vehicle on any public right of way or public space, except as a warning of danger.~~

(20)

~~Refuse collection vehicle. No person shall collect refuse with a refuse collection vehicle between the hours of 7:00 p.m. and 6:00 a.m. of the following day in a residential area or noise sensitive zone; nor shall such vehicle be operated in any other area which violates the provisions of section 10-155 between the hours of 7:00 p.m. and 6:00 a.m. the following day.~~

(21)

~~Motor vehicles operating on a public right-of-way. Motor vehicles on a public right-of-way are regulated as set forth in the Florida Motor Vehicle Noise Prevention and Control Act of 1974, as set forth in F.S. §§ 316.272, 316.293 and 403.415.~~

(22)

~~Air conditioning or air handling equipment. Operating or permitting the operation of any air conditioning or air handling equipment in a residential area which creates a noise disturbance, but excluding cooling towers.~~

~~Sec. 10-158. - Exemptions from permissible sound levels.~~

~~The provisions of section 10-155 shall not apply at any time to:~~

~~(1) Routine maintenance of public service utilities.~~

~~(2) Noise generated for the purpose of alerting persons to the existence of an emergency or noise generated in the performance of emergency work.~~

~~Sec. 10-159. - Noise measurement procedure.~~

~~For the purpose of determining and classifying any noise as a noise disturbance which is hereby declared to be unlawful and prohibited by this article, the requirements and provisions in section 10-155 may be applied; provided, however, a violation of this article may occur without the occasion of the measurements being made as therein provided.~~

~~Sec. 10-160. - Procedure for motor vehicle noise.~~

~~The procedure for enforcing operating motor vehicle noise standards shall be as established in F.S. § 316.293, and applicable rules and regulations of the state department of environmental protection with the cooperation of the state department of highway safety and motor vehicles.~~

~~Sec. 10-161. - Exemptions.~~

~~The following are exempt from the provisions of this article except the operation of motor vehicles under F.S. § 316.293, which specifically exempts certain vehicles:~~

(1)

~~All public parks, schools, playgrounds, and recreation areas specifically designated for such activity in performance of that activity.~~

(2)

~~Any public performance being conducted in accordance with the provisions of a special permit issued by the town.~~

(3)

~~All equipment tests required by law.~~

(4)

~~All procedures or processes required by law.~~

Section 3. A new Article IV of Chapter 10 of the Town's Code of Ordinances is hereby adopted as follows:

Section 10-151. – Policy.

It shall be the policy of the Town to provide for the peaceful enjoyment of the properties, businesses, and residences of the Town by adopting appropriate regulations to regulate noise throughout the Town in order to promote the public health, safety and general welfare of the public.

Section 10-152. – Applicability

This article shall apply to all property within the Town of Lake Park and shall be used in conjunction with the Policies for Facility Rentals adopted by Resolution.

Section 10-153 – General Prohibitions – “Noise Disturbance” Definition and Enforcement

The term “Noise Disturbance” shall mean any sound emanating from public or private property which is plainly audible when observed from within the boundaries of a receiving property for a period of at least ten minutes. As used in the preceding sentence, the term “plainly audible” shall mean any sound, regardless of content, that can be clearly heard on the receiving property by a person using his or her normal auditory faculties for a period of at least ten minutes. Any person who shall cause a Noise Disturbance shall be in violation of Section 10-153, and, accordingly, that person shall be subject to a fine as provided for in a fine schedule approved by Resolution. The Resolution referenced in the preceding sentence shall provide a fixed fine amount for the first violation of Section 10-153, and, if an additional violation of Section 10-153 occurs after a time period of at least 30 minutes has elapsed from the first citation for a violation of Section 10-153, an additional fine shall be imposed as provided for in the Resolution. Additional fines for additional violations of Section 10-153 that occur within the same 24-hour period shall be included in the Resolution and imposed on the person causing the Noise Disturbance for every additional Noise Disturbance caused by that person after at least a period of 30 minutes has elapsed from the previous citation for a Noise Disturbance. Citations issued to privately-owned residential and non-residential properties in the Town will serve as the

Notice of Violation and Notice of Hearing and will be the responsibility of the property owner. These citations are subject to the enforcement proceeding in Section 9-36 of the Town Code.

Section 10-154. – Specific Prohibitions.

The definition of “Noise Disturbance” in Section 10-153 shall not apply to Section 10-154, as any one of the following specific acts, and the causing of them, shall be considered a *per se* noise disturbance, regardless of the length of time of the disturbance. Any person who causes a *per se* noise disturbance shall be in violation of Section 10-154, and shall be subject to the same fine structure as outlined in the Resolution referenced in Section 10-153.

(1) *Horns, signaling devices.* The sounding of any horn or audible signal device of any motor vehicle, boat, train, engine, machine or stationary boiler of any kind except as required by law or as a warning.

(2) *Public streets and parks.* The operating or playing of any radio, television, phonograph, musical instrument or similar device, regardless of content, on the public rights-of-way or in public parks in a manner as to be plainly audible at a distance of 100 feet from the sound source at any time.

(3) *Loud speakers and sound amplifiers.* The using or operating of any loud speaker, loud speaker system, sound amplifier, radio, television, phonograph, musical instrument or other similar device within or adjacent to inhabited residential land such that the sound therefrom, regardless of content, is plainly audible across the property line of another inhabited property at any time. This section shall not apply to any special events, such as parades, festivals or sporting events, but shall apply to lounges, restaurants, or nightclubs.

(4) *Street sales advertising.* The use or operation of any loudspeaker, sound amplifier or musical instrument which produces or reproduces sound which is cast or emitted upon the public streets and sidewalks for the purpose of commercial advertising or for attracting the attention of the public to any particular building, structure or place when such sound that is emitted is plainly audible from another inhabited property.

(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 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. 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.

(6) *Lawn equipment.* The operation of lawn and garden equipment that emits sound across a property line to another inhabited residential land except between the hours of 7:00 a.m. and 7:00 p.m. daily and between the hours of 9:00 a.m. and 6:00 p.m. on Sundays.

Section 10-155. – Exemptions.

The following shall be exempt from the standards of this section:

(1) Sound emitted from the operation of motor vehicles legally operating on any public right-of-way, which are regulated by F.S. Ch. 316, the Uniform Traffic Control Law.

(2) Any noise generated by activities to the extent such activities are preempted by applicable state or federal laws or regulations.

(3) Any noise generated as a result of emergency work, as a danger-warning device, or for the purpose of alerting persons to the existence of any emergency.

(4) Any noise generated by any event which has been granted a special event permit by the Town whether conducted on public lands or privately-owned lands.

(5) Any noise generated within any public right-of-way, including parades, pursuant to a special events permit.

(6) Non-amplified crowd noises at sporting events.

(7) Sound emitted from the operation of equipment associated with maintenance of public or private grounds when the equipment is utilized in the normal operation and operating hours of those grounds, provided the equipment is used only between the hours of 7:00 a.m. and 7:00 p.m. daily. All construction activities, including machinery and equipment such as chain saws, are not included within the exemption provided herein.

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 adoption.

Memo

To: Matt Ramenda
From: Kelly Gardner
Date: April 16, 2015
Subject: Town of Lake Park Noise Ordinance Considerations

Questions Presented

1. Whether the Town is authorized to impose criminal penalties for violations of its noise ordinance such as imprisonment for a term not exceeding 60 days.
2. Whether section 316.3045, Florida Statutes, which prohibits the amplification of sound from vehicles to a level that it is plainly audible at a distance of 25 feet or more from the motor vehicle, is still valid.

Discussion

Issue 1

In sum, while section 162.22, Florida Statutes, authorizes municipalities to designate penalties for violations of municipal ordinances, with maximum penalties set at sixty days imprisonment and a \$ 500 fine, an ordinance penalty cannot exceed that of state law, and a municipal ordinance may not provide for a criminal penalty for something that has been decriminalized by the state. Since the amplification of sound from a vehicle on a street or highway is a noncriminal infraction and subject to civil penalties under the Florida Uniform Traffic Control Law, such conduct has been decriminalized by the State. The Town may not enact an ordinance imposing criminal penalties for conduct essentially identical to that which has been decriminalized by the state. Therefore, it is unlikely that the Town would be permitted to enact an ordinance that provides for criminal penalties for the violation of its noise ordinance in vehicles. Also, where a municipal ordinance violation punishable by incarceration or other criminal penalties is permissible, enforcement of a violation likely would be required to be prosecuted in county court, versus before a code enforcement board or special magistrate.

Chapter 162, Florida Statutes, establishes administrative enforcement procedures and a means of imposing administrative fines by local governing bodies for violations of local codes and ordinances for which no criminal penalty has been specified. Op. Att'y Gen. Fla. 2001-77 (2001). "Such a mechanism is necessary in light of the provisions of Article V, section 1, and Article I, section 18, Florida Constitution, which provide that while commissions established by law or administrative officers or bodies may be granted quasi-judicial power in matters connected with the functions of their offices, no

administrative agency shall impose a sentence of imprisonment, nor shall it impose any other penalty *except as provided by law.*" Op. Att'y Gen. Fla. 2001-77 (2001).

In 1994, the Legislature added section 162.22, which provides:

"The governing body of a municipality may designate the enforcement methods and penalties to be imposed for the violation of ordinances adopted by the municipality. These enforcement methods may include, but are not limited to, the issuance of a citation, a summons, or a notice to appear in county court or arrest for violation of municipal ordinances as provided for in chapter 901. Unless otherwise specifically authorized and provided for by law, a person convicted of violating a municipal ordinance may be sentenced to pay a fine, not to exceed \$500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law"

§ 162.22, Fla. Stat. (2014). See also *City of Fort Lauderdale v. Scott*, 888 F. Supp. 2d 1279, 1293 (S.D. Fla. 2012) ("the premise of Counter-Plaintiffs' argument—that state law prohibits criminal penalties for local code violations—is incorrect. Florida law expressly permits municipalities to 'designate the enforcement methods and penalties' for violations of city ordinances. Such authorized methods and penalties include arrest, a criminal fine of up to \$500, and imprisonment of up to 60 days.").

However, while section 162.22, Florida Statutes, authorizes municipalities to designate penalties for violations of municipal ordinances, with maximum penalties set at sixty days imprisonment and a \$ 500 fine, a municipal ordinance penalty cannot exceed that of state law, and a municipal ordinance may not provide for a criminal penalty for something that has been decriminalized by the state. See *Thomas v. State*, 614 So. 2d 468 (Fla. 1993); *Wyche v. State*, 619 So. 2d 231, 237-38 (Fla. 1993); *Edwards v. State*, 422 So. 2d 84 (Fla. 2d DCA 1982).

For example, in *Thomas v. State*, a violator challenged the constitutionality of a municipal ordinance, which imposed criminal penalties for violations, that required bicycles to be equipped with a bell or gong. See 614 So. 2d at 469. The court noted that municipal ordinance penalties may not exceed state penalties for similar or identical offenses; thus, "[a] city may not enact an ordinance imposing criminal penalties for conduct essentially identical to that which has been decriminalized by the state. *Id.* at 473. Additionally, the Court noted that the legislature in chapters 316 and 318, Florida Statutes, has determined that traffic violations, including those relating to bicycles, should be punished by civil penalties. *Id.* at 470. Therefore, the court held that the criminal penalty imposed by the ordinance was "in conflict with state law" because the

Legislature had "determined that traffic violations, including those relating to bicycles, should be punished by civil penalties." *Id.* at 470-71.

Similarly, in *Edwards v. State*, 422 So. 2d 84 (Fla. 2d DCA 1982), a city ordinance prohibited the possession of certain illegal drugs and prescribed penalties for the possession of varying amounts of each substance. The ordinance required a minimum mandatory sentence and a minimum fine. *Id.* at 85. The maximum penalty for any violation was 60 days incarceration and a fine of \$500. *Id.* All conduct prohibited by the ordinance would constitute felonies under state law, and the state statutes prescribed penalties which differed in severity from the penalties established by the ordinance. *Id.* The State charged a violator in county court for the violation of the city's ordinance, and the violator challenged the constitutionality. *Id.* The court noted that a "local ordinance does not conflict with a state statute merely because it provides for a less severe penalty," but that "an ordinance penalty cannot exceed that of state law." *Id.* In some respects, the city's ordinance set greater penalties than that prescribed by Florida law because, in most cases, Florida law provides a judge with discretion to order penalties besides incarceration and to decide whether or not to impose a fine; however, the ordinance eliminates these options by requiring minimum mandatory sentences and fines. *Id.* at 86. Therefore, the court held that the portions of the ordinance, which establish minimum mandatory sentences and fines not similarly punishable under state law, are invalid because they conflict with state law. *Id.*

Also, in *Wyche v. State*, 619 So. 2d 231, 237-38 (Fla. 1993), a city ordinance was held to be invalid because its maximum penalty of six months' imprisonment was greater than the penalty imposed by state statutes regulating similar conduct. The court provided:

"While the city's ordinance is not identical to either of these statutes, it is directed at the same or less serious conduct. Although municipalities and the legislature may legislate concurrently in areas not expressly preempted to the state, a municipality's concurrent legislation may not conflict with state law. Conflict arises when municipalities punish misconduct more severely than is permitted by state statutes."

Id.

Here, the Town cannot enact an ordinance that provides for a penalty that exceeds penalty imposed by state statutes regulating similar conduct , or that provides for a criminal penalty for conduct that has been decriminalized by the state. Similar to the conduct subject to the ordinance in *Thomas*, the amplification of sound from a vehicle on a street or highway has been decriminalized by the State since, under the Florida Uniform Traffic Control Law, such conduct is a noncriminal infraction and subject to civil

penalties. Therefore, it is unlikely that the Town would be permitted to enact an ordinance that provides for criminal penalties for the violation of its noise ordinance in vehicles.

Also, where a municipal ordinance violation punishable by incarceration or other criminal penalties is permissible, enforcement of a violation likely would be required to be prosecuted in county court, versus before a code enforcement board or special magistrate. See *Ft. Lauderdale v. Mattlin*, 566 So. 2d 1330 (Fla. 4th DCA 1990). In *Ft. Lauderdale v. Mattlin*, an individual was charged with violating a municipal ordinance which made it unlawful to commit an act, otherwise constituting a state misdemeanor, within the city, which was punishable by incarceration. *Id.* at 1331. It noted that “[p]ursuant to the revision of article V of the constitution of this state, all ordinance violations are to be prosecuted in the county court.” *Id.* at 1331-32. The court held that “[m]unicipal ordinance violations punishable by incarceration are the equivalent of criminal prosecutions” and are entitled to the protections of the rules of criminal procedure, including speedy trial rules. *Id.* Thus, even if the Town were permitted to enact an ordinance that provides for criminal penalties for the violation of its noise ordinance, enforcement of a violation likely would be required to be prosecuted in county court, versus before a code enforcement board or special magistrate.

Issue 2

Section 316.3045, Florida Statutes, which prohibits the amplification of sound from vehicles to a level that it is plainly audible at a distance of 25 feet or more from the motor vehicle, is invalid. In December 2012, the Florida Supreme Court issued an opinion, in *State v. Catalano*, 104 So. 3d 1069 (Fla. 2012), holding that section 316.3045, Florida Statutes, was unconstitutional and, therefore, invalid. Since the Florida Supreme Court has found the statute to be unconstitutional, if the Town were to enact an ordinance adopting the same language as section 316.3045, Fla. Stat., it likewise would be found unconstitutional and invalidated if challenged.

In *State v. Catalano*, the Florida Supreme Court found the whole statute to be unconstitutional as the result of one provision within the statute that exempts motor vehicles used for business or political purposes from the prohibition against amplifying sound from within a motor vehicle to a level that it is plainly audible at a distance of 25 feet or more from the motor vehicle. Essentially, the court found that because of that provision, the statute treated commercial and political speech more favorably than noncommercial speech, and concluded that the statute was content based because it does not apply equally to music, political speech, and advertising. 104 So. 3d at 1078-79.

“Initially, it would appear that section 316.3045(1)(a), F.S., does not regulate expression based on the content of the message as it bans all amplified sound coming from within the interior of a motor vehicle that is —plainly audible^{ll} beyond twenty-five feet from the source. In short, the statute proscribes excessive sound emanating from vehicles on public thoroughfares. Subsection (3), however, excepts —motor vehicles used for business or political purposes, which in the normal course of conducting such business use [sound-making] devices^{ll} from this broad proscription.

The regulation, however, treats commercial and political speech more favorably than noncommercial speech. . . . Regardless of the intent of the Legislature, section 316.3045, F.S., is a sweeping ban on amplified sound that can be heard beyond twenty-five feet of a motor vehicle, unless that sound comes from a business or political vehicle, which presumably uses sound-making devices for the purpose of expressing commercial and political viewpoints. . . . Thus, this statute is content based because it does not apply equally to music, political speech, and advertising.”

Id.

Since the court concluded that the statute was content based, it applied the strict standard of scrutiny, requiring the state to show that the statute “is narrowly tailored and serves a compelling state interest,” versus the less rigorous “time, place, manner analysis” that is applied to content neutral restrictions of speech and expressive conduct. The court held that:

“the restriction of the constitutionally protected right to amplify sound, despite the State’s acknowledgement that this level of noise is tolerable and safe if the source is a commercial or political vehicle, is not narrowly tailored to achieve the government’s interests in improving traffic safety and protecting the citizenry from excessive noise. Thus, we also find that the statute is unconstitutionally overbroad because it restricts the freedom of expression in a manner more intrusive than necessary”

Id. at 1080.

Therefore, while section 316.3045, Florida Statutes, has found to be unconstitutional and invalid by *State v. Catalano*, the court’s reasoning illustrates that the statute was found to be unconstitutional as the result of one provision. Specifically, the court took issue with the provision that exempts motor vehicles used for business or political purposes from the prohibition against amplifying sound from within a motor

April 17, 2015
Page 6

vehicle to a level that it is plainly audible at a distance of 25 feet or more from the motor vehicle. In light of this, a statute, or an ordinance, that does not contain the provision that provides an exemption for vehicles used for business or political purposes would arguably be constitutional if challenged.

Summary of Cases

- *City of Fort Lauderdale v. Scott*, 888 F. Supp. 2d 1279, 1293 (S.D. Fla. 2012)
 - “the premise of Counter-Plaintiffs’ argument—that state law prohibits criminal penalties for local code violations—is incorrect. Florida law expressly permits municipalities to ‘designate the enforcement methods and penalties’ for violations of city ordinances. Such authorized methods and penalties include arrest, a criminal fine of up to \$500, and imprisonment of up to 60 days. While the City has not adopted specific criminal penalties for code violations, choosing instead to address such violations mainly through civil penalties, the City retains authority to enforce its code requirements by ‘any other means.’ Specifically, in addition to the enforcement powers granted to it under the City Code, the City ‘may, in its discretion, exercise any powers given to municipalities’ by Chapter 162 of the Florida Statutes. Thus, nothing in state or local law forecloses the City from enforcing code violations through arrest or short-term imprisonment” (internal citations omitted).

- *Thomas v. State*, 614 So. 2d 468 (Fla. 1993)
 - The ordinance, which imposed criminal penalties for violations, required bicycles to be equipped with a bell or gong.
 - The Court noted that the legislature in chapters 316 and 318, Florida Statutes, has determined that traffic violations, including those relating to bicycles, should be punished by civil penalties. Therefore, the court held that the criminal penalty imposed by the ordinance was “in conflict with state law” because the Legislature had “determined that traffic violations, including those relating to bicycles, should be punished by civil penalties.”
 - Municipal ordinance penalties may not exceed state penalties for similar or identical offenses. Thus, “[a] city may not enact an ordinance imposing criminal penalties for conduct essentially identical to that which has been decriminalized by the state.”
 - “We hold that when a person is charged with violating a municipal ordinance regulating conduct that is noncriminal in nature, such as in the traffic control area, section 901.15(1) only permits a person to be detained for the limited purpose of issuing a ticket, summons, or notice to appear.”

- "violation of a municipal ordinance is not a 'crime,' and it is not a 'noncriminal violation' as defined in Florida Statutes."
- *Wyche v. State*, 619 So. 2d 231, 237-38 (Fla. 1993)
 - "Finally, the ordinance is invalid because its maximum penalty of six months' imprisonment is greater than the penalty imposed by state statutes regulating similar conduct. Florida's loitering statute, section 856.021, Florida Statutes (1987), and its prostitution and solicitation statute, section 796.07(3)(b) (1987), create second-degree misdemeanors calling for a maximum imprisonment of sixty days in jail. While the city's ordinance is not identical to either of these statutes, it is directed at the same or less serious conduct. Although municipalities and the legislature may legislate concurrently in areas not expressly preempted to the state, a municipality's concurrent legislation may not conflict with state law. Conflict arises when municipalities punish misconduct more severely than is permitted by state statutes." (internal citations omitted).
- *Edwards v. State*, 422 So. 2d 84 (Fla. 2d DCA 1982)
 - City ordinance prohibited the possession of certain illegal drugs and prescribed penalties for the possession of varying amounts of each substance. The ordinance required a minimum mandatory sentence and a minimum fine. The maximum penalty for any violation was 60 days incarceration and a fine of \$500. All conduct prohibited by the ordinance would constitute felonies under state law, and the state statutes prescribed penalties which differed in severity from the penalties established by the ordinance. The State charged a violator in county court for the violation of the city's ordinance, and the violator challenged the constitutionality.
 - The court stated that a "local ordinance does not conflict with a state statute merely because it provides for a less severe penalty," but that "an ordinance penalty cannot exceed that of state law." In some respects, the ordinance set greater penalties than that prescribed by Florida law because in most cases Florida law has discretion to order penalties besides incarceration and to decide whether or not to impose a fine; however, the ordinance eliminates these options by requiring minimum mandatory sentences and fines. Therefore, the court held that the portions of the ordinance, which establish minimum mandatory sentences and fines not similarly punishable under state law, are invalid because they conflict with state law.

- *Goodman v. County Court*, 711 So. 2d 587 (Fla. 4th DCA 1998)
 - Petitioner was charged by information in the county court with violations of the municipal housing code of the City of Fort Lauderdale ("City"). The Petitioner claimed that the county court lacked jurisdiction to hear the charges because violations of the municipal housing code were within the exclusive jurisdiction of the local government code enforcement board.
 - The City may elect either method of prosecution. The creation of the code enforcement board and the assignment to it of the enforcement of housing code violations does not prohibit the City from bringing a charge in county court for a municipal code violation

- *Ft. Lauderdale v. Mattlin*, 566 So. 2d 1330 (Fla. 4th DCA 1990)
 - Appellee was charged with violating a municipal ordinance which made it unlawful to commit an act, otherwise constituting a state misdemeanor, within the city, which was punishable by incarceration.
 - "Pursuant to the revision of article V of the constitution of this state, all ordinance violations are to be prosecuted in the county court."
 - "Municipal ordinance violations punishable by incarceration are the equivalent of criminal prosecutions and are entitled to the protections of rule 3.191" including speedy trial rules.
 - "an ordinance violation punishable by incarceration is the equivalent of a misdemeanor for the purpose of applying speedy trial rules"

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 6, 2015

Agenda Item No. 5

Agenda Title: Ordinance Amending Certain Sections of Article XVI of the Town Charter pertaining to Special Elections, Annual General Elections, and the Repeal of the Form of Ballots used during Elections.

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

Approved by Town Manager *Rafael Mendez Lopez* **Date:** 4/28/2015
Vivian Mendez

Vivian Mendez - Town Clerk
 Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 275.20 Funding Source: Advertising Acct. # 106-48100 <input checked="" type="checkbox"/> Finance <u>BKR</u>	Attachments: Ordinance Advertisement
Advertised: Date: <u>April 26, 2015</u> Paper: <u>Palm Beach Post</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 <u>UM</u> Please initial one.

Summary Explanation/Background: At the Regular Commission meeting of April 15, 2015 Ordinance 04-2015 was presented to the Town Commission and passed unanimously. The Ordinance amendments in Article XVI do not fundamentally alter the basic organizational or administrative structure of the Town's Commission-Manager form of government as set forth in the Town Charter. The following sections are proposed to be modified:

Section 11 – Special Elections; Section 13 – Date of General Elections; Section 22 – Form of Ballot.

Recommended Motion: I move to adopted Ordinance 04-2015 on second reading.

ORDINANCE NO. 04-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CERTAIN SECTIONS OF ARTICLE XVI OF THE TOWN CHARTER; PROVIDING FOR THE AMENDMENT OF SECTION 11 PERTAINING TO SPECIAL ELECTIONS; PROVIDING FOR THE AMENDMENT OF SECTION 13 PERTAINING TO THE ANNUAL GENERAL ELECTION; PROVIDING FOR THE REPEAL OF 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 the operation of the Town under a Town Commission-Town Manager form of government; and

WHEREAS, Sections 166.021(4) and 166.031, Fla. Stat., 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., 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 Town Commission has determined that certain sections of Article XVI of the Town Charter should be amended; and

WHEREAS, the proposed amendments in Article XVI do not fundamentally alter the basic organizational or administrative structure of the Town's Commission-Manager form of government as set forth in the Town Charter, or pursuant to Section 166.021(4), Fla. Stat. such that a referendum would be required.

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 XVI, Sections 11, 13, and 22 are hereby amended to read as follows:

Section 11. Special Election.

Special elections ~~shall~~ may be held in the following cases: First, where there shall be no choice of any officer who should have been elected at a general election; second when a vacancy shall occur more than ninety (90) days before a general election is to be held; third, in any other case when it becomes necessary to give full force and effect and carry out the intents and purposes of the Charter of the Town of Lake Park.

Section 13. Date of General Election.

The general ~~annual~~ election of the Town of Lake Park shall be held in said Town on the second Tuesday in March of the calendar year-; or as may otherwise be specified in the published Notice of General Election posted by the Town Clerk.

Section 3. Article XVI, Section 22 entitled "Form of ballot" is hereby repealed.

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 of your own choice

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 adoption.

RECEIPT

Account: G3573
Name: TOWN OF LAKE PARK
Address: 535 PARK AVE
LAKE PARK FL 33403-2603

Phone: 561-881-3300
E-mail: VMENDEZ@LAKEPARKFLORIDA.GOV

Order Name: NOTICE OF PROPOSED ORD
Order Id: 408093
Original Order Id:
Copy Line: LEGAL NOTICE OF PROPOSED ORDINANCETOWN O
Sales Rep: PB116 R Hindmarch (P)
Purchase Order:
Pay Type: Billed
Account Group:
Caller: VIVIAN MENDEZ
Section: 6205 Legal Notices
Reply Request:
Tear Sheets: 0

Order Summary	
Base:	\$275.20
Other Charges:	\$0.00
Discounts:	\$0.00
Agency Commission:	\$0.00
Sales Tax:	\$0.00
Total Order	\$275.20

Payment Summary
No payment information available.

RECEIPT

Ad Name: 785721A

Ad Id: 785721

Original Ad Id:

Start: 04/26/2015
Stop: 04/26/2015
Issues: 1
Words: 359
Dimensions: 1 X 80
Color:

Editions

PB Post
PB Post Web

RECEIPT

**LEGAL NOTICE OF
PROPOSED ORDINANCE
TOWN OF LAKE PARK**

Please take notice that on Wednesday, May 6, 2015 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

Ordinance No. 01-2015

ALL ORDINANCES OF THE TOWN OF LAKE PARK SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA MUNICIPAL GOVERNMENT ACT, CHAPTER 188, FLORIDA STATUTES, AND THE TOWN CHARTER OF LAKE PARK, FLORIDA. THE TOWN COMMISSION HAS THE HONOR TO ADOPT THE FOLLOWING ORDINANCE:

Ordinance No. 04-2015

ALL ORDINANCES OF THE TOWN OF LAKE PARK SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA MUNICIPAL GOVERNMENT ACT, CHAPTER 188, FLORIDA STATUTES, AND THE TOWN CHARTER OF LAKE PARK, FLORIDA. THE TOWN COMMISSION HAS THE HONOR TO ADOPT THE FOLLOWING ORDINANCE:

Ordinance No. 05-2015

ALL ORDINANCES OF THE TOWN OF LAKE PARK SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA MUNICIPAL GOVERNMENT ACT, CHAPTER 188, FLORIDA STATUTES, AND THE TOWN CHARTER OF LAKE PARK, FLORIDA. THE TOWN COMMISSION HAS THE HONOR TO ADOPT THE FOLLOWING ORDINANCE:

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the 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.

Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida
PUB: The Palm Beach Post
4-26/2015 #408093

RECEIPT

Ad shown is not actual print size.

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 6, 2015 **Agenda Item No.** *b*

Agenda Title: Ordinance Amending Chapter 2, Article IV, Section 2-111 Entitled Election of Board and Committee Officers.

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

Approved by Town Manager *R. M. Keller* **Date:** *4/28/2015*
Vivian Mendez

Vivian Mendez – Town Clerk
 Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 275.20 Funding Source: Advertising Acct. # 106-48100 <input checked="" type="checkbox"/> Finance <i>BKZ</i>	Attachments: Ordinance Advertisement
Advertised: Date: April 26, 2015 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 _____ OR Not applicable in this case <i>VM</i> Please initial one.

Summary Explanation/Background: At the April 15, 2015 Regular Commission meeting Ordinance 05-2015 was presented to the Town Commission and passed unanimously. The Ordinance amendments in Chapter 2, Article IV, entitled “Boards, Commissions, and Committees”, do not fundamentally alter the basic organizational or administrative structure of the Town’s Commission-Manager form of government.

Staff proposed, at the April 15, 2015 Regular Commission meeting the following three (3) amendments to this section of the Code:

1. Amend the title from “Boards, Commissions, and Committees”, to “Boards, and Committees” and remove the word Commission.
2. Each board shall annually elect a chair from its membership and a vice-chair at their first meeting of each year instead of the month of January.

3. The Town Manager shall assign a staff member to be the recording secretary who shall be responsible for producing minutes of the board or committee meeting.

Recommended Motion: I move to approve Ordinance 05-2015 on second reading.

ORDINANCE NO. 05-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV OF THE TOWN CODE, ENTITLED "BOARDS, COMMISSIONS, AND COMMITTEES"; PROVIDING FOR THE AMENDMENT OF THE TITLE OF ARTICLE IV; PROVIDING FOR THE AMENDMENT OF SECTION 2-111; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING 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, Chapter 2, Article IV, of the Town Code authorizes the Town Commission to appoint members to certain standing Boards, Commissions and Committees; and

WHEREAS, Chapter 2, Article IV, Section 2-111 provides for each Board, Commission or Committees election of a Chair and officers from their membership; and

WHEREAS, the Town Commission has determined that it is necessary and advisable to amend Article IV and Section 2-111 of the Code of Ordinances of the Town of Lake Park; and

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 the findings of the Commission.

Section 2. Article IV and Section 2-111 of the Code of Ordinances of the Town of Lake Park are hereby amended to read as follows:

ARTICLE IV. BOARDS, COMMISSIONS AND COMMITTEES

Sec. 2-111. Election of board and committee officers.

(a) *Chair.* Each board and committee of the town shall annually elect from its membership a chair, who shall preside at all meetings of such board or committee, and a ~~chair pro tem vice-chair~~, who shall preside at all meetings of such board or committee in the absence or disability of the chair, at a regular meeting to be conducted in January, or

if there is no meeting in January then at the first meeting of the board or committee in the new year of each year.

(b) Administrative support. The Town Manager shall assign town employees to each board or committee, including a recording secretary who shall be responsible for recording the meetings and producing minutes of the board or committee meetings. ~~Secretary. Each board and committee of the Town shall elect from its membership a secretary, who shall record the proceedings of each meeting of such board or committee, at a regular meeting to be conducted in January of each year, except that the Town Clerk shall serve as the recording secretary for the planning and zoning board and code enforcement board.~~

Section 3. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Codification. The sections of the ordinance may be renumbered or relettered to accomplish codification, and the words “ordinance,” “section,” “article,” or “paragraph” may be changed to provide for continuity.

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. Effective Date. This ordinance shall take effect immediately upon adoption.

RECEIPT

Account: G3573
Name: TOWN OF LAKE PARK
Address: 535 PARK AVE
LAKE PARK FL 33403-2603

Phone: 561-881-3300
E-mail: VMENDEZ@LAKEPARKFLORIDA.GOV

Order Name: NOTICE OF PROPOSED ORD
Order Id: 408093
Original Order Id:
Copy Line: LEGAL NOTICE OF PROPOSED ORDINANCETOWN O
Sales Rep: PB116 R Hindmarch (P)
Purchase Order:
Pay Type: Billed
Account Group:
Caller: VIVIAN MENDEZ

Section: 6205 Legal Notices
Reply Request:
Tear Sheets: 0

Order Summary
Base: \$275.20
Other Charges: \$0.00
Discounts: \$0.00
Agency Commission: \$0.00
Sales Tax: \$0.00

Total Order \$275.20

Payment Summary
No payment information available.

RECEIPT

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**LEGAL NOTICE OF
PROPOSED ORDINANCE
TOWN OF LAKE PARK**

Please take notice that on Wednesday, May 6, 2015 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinance on second reading and proposed adoption thereof:

Ordinance No. 01-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 10, ARTICLE IV OF THE LAKE PARK CODE BY REPEALING SECTIONS 10-151 THROUGH 10-161 AND ADOPTING A NEW ARTICLE IV REGULATING NOISE IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance No. 04-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CERTAIN SECTIONS OF ARTICLE XVI OF THE TOWN CHARTER; PROVIDING FOR THE AMENDMENT OF SECTION 11 PERTAINING TO SPECIAL ELECTIONS; PROVIDING FOR THE AMENDMENT OF SECTION 13 PERTAINING TO THE ANNUAL GENERAL ELECTION; PROVIDING FOR THE REPEAL OF 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.

Ordinance No. 05-2015

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV OF THE TOWN CODE, ENTITLED "BOARDS, COMMISSIONS, AND COMMITTEES"; PROVIDING FOR THE AMENDMENT OF THE TITLE OF ARTICLE IV; PROVIDING FOR THE AMENDMENT OF SECTION 2-111; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the 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.

Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida
PUB: The Palm Beach Post
4-26/2015 #408093

RECEIPT

Ad shown is not actual print size.

New Business

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 6, 2015

Agenda Item No. 7

Agenda Title: Resolution Amending the Fine Fee Schedule To Add Graduated Fines For Noise Disturbance Offenses

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE
- NEW BUSINESS - RESOLUTION**
- OTHER

Approved by Town Manager

Nadia Di Tommaso
Community Development Director

Date:

4/29/2015

Nadia Di Tommaso / Community Development Director
 Name/Title

Originating Department: Community Development	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: → Resolution 12-05-15
Advertised: Date: N/A 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 __ <u>ND</u> or Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

This agenda item proposes to amend the Fine Fee Schedule to include graduated fines for Noise offenses which are described and are being considered separately via Ordinance 01-2015 which proposes to amend the overall code provisions pertaining to Noise. Pursuant to the Town Commission's direction on the 1st reading of Ordinance 01-2015, staff included three fine amounts on the proposed Fine Fee Schedule as follows:

Noise disturbance	
<u>1st Offense</u>	\$250
<u>2nd Offense (minimum of 30 minutes following the 1st offense and within the same 24-hour period)</u>	\$350
<u>3rd Offense and every subsequent offense occurring a minimum of 30 minutes after the 3rd offense and within the same 24-hour period after the 1st Offense)</u>	\$450

Recommended Motion:

I MOVE TO APPROVE RESOLUTION 12-05-15.

RESOLUTION NO. 12-05-15

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING RESOLUTION NO. 09-03-11 TO REVISE THE CITATION FINE SCHEDULE FOR VARIOUS VIOLATIONS OF THE TOWN'S CODE OF ORDINANCES, AS PRESENTED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission had previously adopted a fine schedule for various violations of the Town's Code of Ordinances which are enforced by citation and which has been previously codified in Chapter 9, Section 9-71 of the Town Code; and

WHEREAS, the Town Commission repealed the fine schedule previously codified in Code Section 9-71 and now provides for the establishment of a fine schedule for citations by Resolution; and

WHEREAS, the Town Commission recognizes that the use of citations to enforce certain sections of the Town will be an efficient and cost effective additional method of code enforcement; and

WHEREAS, the Town Commission desires to revise the list of citations; and

WHEREAS, the Town Commission has determined that it is in the best interest of the public health, safety and general welfare to revise the schedule of fines previously established in Resolution No. 09-03-11; and

WHEREAS, a copy of the revised fine schedule listing the Code Sections and corresponding fines for violations of the Town Code to be enforced by citation is attached hereto and incorporated herein as **Exhibit “A”**.

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

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

Section 2. The Town Commission hereby approves the revised schedule of fines for violations of the Town Code to be enforced by citation, as presented in **Exhibit “A”**, and Town staff is directed to implement the revised list of citations commencing with the effective date of this Resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

Exhibit A

Code Section	VIOLATION DESCRIPTION	FINE
10-32	Nuisance	\$100
<u>10-153</u> <u>and</u> <u>10 -154</u>	Noise disturbance <u>1st Offense</u>	\$250
	<u>2nd Offense (minimum of 30 minutes following the 1st offense and within the same 24-hour period)</u>	<u>\$350</u>
	<u>3rd Offense and every subsequent offense occurring a minimum of 30 minutes after the 3rd offense and within the same 24-hour period after the 1st Offense)</u>	<u>\$450</u>
16 -3	Unlawful trespass on public land	\$125
18 -61	Domestic animals prohibited in park	\$50
18 -85	Violation of permit terms for use of park	\$50
18 -81	No permit for special event	\$250
20 -32	No permit for garage sale	\$50
24 -34	Illegal roll-off (residential)	\$250
24 -74	Illegal roll-off (commercial)	\$250
24 -8	Illegal dumping / littering	\$250
24-39	Overloaded sanitation container (Residential)	\$50
24 -78	Overloaded sanitation container (Commercial)	\$50

30 -2	Prohibited parking	\$50
30 -33	Commercial loading and unloading	\$250
30 -35	Parking commercial vehicle in residential area	\$125
32 -57	Illegal watering 1 st offense	\$50
32 -57	Illegal watering 2 nd offense	\$250
32-57	Illegal watering 3 rd or more offense	\$500
34 -6	Hatracking; tree topping	\$250
70 -32	Sign code violation	\$125
2-320	No out of Town Business Registration	\$50
70-103(1)(c)	Garage/Yard Sale Signage Violation	\$50

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 6, 2015

Agenda Item No. 8

Agenda Title: Resolution Authorizing the Mayor to Execute a Government Obligation Contract to Finance the Acquisition of Two, New Sanitation Vehicles

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

Approved by Interim Town Manager *Paul M. Huber* Date: 4/29/2015
Interim Town Manager

David Hunt
 David Hunt / Public Works Director

Originating Department: Public Works	Costs: \$ 532,164.50 (over five years) Funding Source: Sanitation Fund Acct. # 404-64100 (commencing F.Y. 2016) <input checked="" type="checkbox"/> Finance <u><i>BWR</i></u>	Attachments: - Sanitation Division Long Range Vehicle Replacement Schedule - Formal Proposal for One, Side-Loading, Residential Sanitation Truck (body quotes included) - Formal Proposal for One, Front-Loading, Commercial Sanitation Truck (body quotes included) - Government Obligation Contract for Two, Complete Trucks (Exhibit A) - Resolution No. <u>13-05-15</u>
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><i>JAD</i></u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:
 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. A vehicle replacement schedule was

submitted that called for the purchase of a residential side-loading truck and a commercial front-loading truck in Fiscal Year 2015.

Using the Florida Sheriffs Association & Florida Association of Counties' competitive Bid Award Announcement, three packages were prepared for each sanitation vehicle. Both vehicles were specified with a Mack chassis and three different manufacturers' bodies for price comparisons. The residential side-loader manufactured by McNeilus was \$13,162.72 less than the next lowest body manufacturer, New Way. The McNeilus quote included a five year cylinder warranty that was not provided by either New Way or the highest bidder, Heil.

New Way priced the front-loading commercial sanitation truck \$5,172.14 less than McNeilus. However, by using governmental cooperative purchasing price lists, staff has the latitude to select a slightly higher priced vehicle if it is deemed to be in the best interest of the Town. McNeilus parts and service has a large support network both in the state and around the country. McNeilus' Pompano Beach repair facility is larger than New Way's Ft. Pierce shop which will result in a faster turn-around time for repairs. It is also advisable for a small fleet to stick with a single manufacturer in order to increase its leverage for parts and service. For these reasons, staff is recommending the purchase of the McNeilus front-loading commercial sanitation truck.

Financing for the two vehicles will be provided by the chassis manufacturer's lending institution, KS State Bank. The terms for the government obligation contract includes a five year, fixed interest rate of 2.610% based upon five equal payments, with the first payment due January 8, 2016 (Fiscal Year 2016). The Mack/McNeilus side-loading residential sanitation truck package totals \$255,628.62 (\$270,157.50 with interest over five years). The Mack/McNeilus front loading commercial sanitation truck package totals \$247,916.47 (\$262,007.00 with interest over five years).

Recommended Motion: I move to approve Resolution No. 13-05-15 authorizing the Mayor to execute the government obligation contract, funded by KS State Bank, for one (1) 2016 Mack LEU613 with McNeilus Model 2849 side-loading body and one (1) 2016 Mack MRU613 with McNeilus Model 4029 front-loading body for the total amount of \$532,164.50 over five years.

PUBLIC WORKS
SANITATION DIVISION
LONG RANGE VEHICLE REPLACEMENT SCHEDULE

FISCAL YEAR	VEHICLE NO. BEING REPLACED; YEAR / MAKE / TYPE	EST. COST	COST PER YR. (1ST YR DEFERRED)	VEHICLE NO. BEING REFURBISHED; YEAR / MAKE / TYPE	EST. COST	Increase part & supplies (463-) and R&M (462-)	ANNUAL TOTAL ADDITIONAL FUNDS REQUIRED	ADDITIONAL FUNDS REQUIRED AFTER \$112,140 DEBT IS SATISFIED IN 2015	AVAILABLE RESERVES AFTER COLLECTING AN ADDITIONAL \$146,000 PER YEAR
2015	lease/purchase: #43 2004 MACK/HEIL FRONTLOADER	\$275,000 (inc. interest)	\$0			\$60,000	\$60,000	\$60,000	\$106,000
	lease/purchase: #44 2006 STERLING/HEIL SIDELOADER	317,500 (inc. interest)	0						
2016									
				#49 2006 STERLING/HEIL SIDELOADER	45,000	60,000	254,000	141,860	130,140
2017				#45 2009 AUTOCAR/HEIL FRONTLOADER	30,000				
						60,000	349,000	236,860	59,280
2018	#64 2004 IH/C/PETERSEN TL3	140,000		#47 2009 AUTOCAR/HEIL FRONTLOADER	30,000				
						50,000	309,000	196,860	28,420
2019	#65 2004 IH/C/PETERSEN TL3	140,000							
						50,000	214,000	101,860	97,960
2020				#50 2009 AUTOCAR/HEIL SIDELOADER	45,000				
						50,000	204,000	91,860	166,700
2021				#42 2005 IH/C/HEIL REARLOADER	35,000				
						45,000	360,000	247,860	84,840
2022	#49 2006 STERLING/HEIL SIDELOADER	315,000							
						45,000	320,000	207,860	42,980
2023	#45 2009 AUTOCAR/HEIL FRONTLOADER	275,000							
						45,000	240,000	127,860	81,120
2024	#54 2005 IH/C/LABRIE RECYCLE BODY	195,000							
						45,000	195,000	82,860	164,260
2025	#65 2009 IH/C/PETERSEN TL3	150,000							
						40,000	330,000	217,860	117,400
2026	#47 2009 AUTOCAR/HEIL FRONTLOADER	290,000							
						40,000	365,000	252,860	25,540
2027	#50 2009 AUTOCAR/HEIL SIDELOADER	325,000							
						40,000	235,000	122,860	66,680
2028	#53 2009 IH/C/LABRIE RECYCLE BODY	195,000							
						40,000	220,000	107,860	126,820
	#42 2005 IH/C/HEIL REARLOADER	180,000							
								\$2,197,180	TOTAL FOR 14 YRS.
								\$156,941.43	AVG. REVENUES RECD. EACH YEAR

Nextran Truck Center

April 20, 2015

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) 2016 MACK LEU613 SIDE LOADER

OPTION 1

Acquisition Cost:	\$255,233.62	Term:	Five (5) years	First Payment Due:	January 8, 2016
Document Fee:	\$395.00	Payment Mode:	Annual in Arrears	Payment Amount (1-5):	\$54,031.50
Trade In:	\$0.00	Interest Rate:	2.610%		
Principal Balance:	\$255,628.62	Rate Factor:	0.211367		

- * **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 May 20, 2015. 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:
	Typed Name & Title
	Date:



PROPOSAL

Especially Prepared For:

TOWN OF LAKE PARK
650 OLD DIXIE HIGHWAY
LAKE PARK, FL 33403

Presented By:

David Gluckler
NEXTRAN TRUCK CENTER
7810 ADAMO DR

TAMPA , FLORIDA 33619
dgluckler@nextrancorp.com



CHASSIS SPECIFICATIONS SUMMARY

December 08, 2014

2016 MACK LEU613

REFUSE, SIDE LOADER. On/Off Hwy
STRAIGHT TRUCK WITHOUT TRAILER

Engine	MACK MP7-325M 325HP	Transmission	4500-RDS-6 Clutch
Front Axle	20,000# FXL20	Rear Axle	46,000# S462 Ratio 5.31
Suspension	20,000#	Suspension	46,000# SS462
Tires	Front: 425/65R22.5 Rear: 11R22.5	Wheels	22.5x12.25 STEEL DISC (10-HOLE) 22.5x8.25 STEEL DISC (10 HOLE)
Ratings	GVW: 66,000#	Fuel Tanks	LH: 70gal
Fifth Wheel		Sleeper	

PRICING SUMMARY

	<u>Total Price</u>
SELLING PRICE (Excluding Taxes/Fees/Trade)	\$145,731.12
Surcharge	\$0.00
Net FRET or Canadian GST Taxes	\$0.00
Tire Tax Credit (Municipal Only)	(\$276.50)
Sales/Usage Taxes	\$0.00
License/Title/Etc.	
Misc Fees	
Trade	\$0.00
ACQUISITION COST (Include Trade if applies)	\$145,454.62
Less Down Payment	
BALANCE DUE Per Unit	\$145,454.62
PRICE (Total Order)	\$145,454.62
BALANCE DUE (Total Order)	\$145,454.62

FSA bid 14-12-0904#15
includes municiple 5 yr warranty package
cab and chassis

Total Quantity: 1 Estimated Total Weight: 18,758# Reference#: AIAB022316A

X _____
 Prepared For: Customer Signature Date
 TOWN OF LAKE PARK
 650 OLD DIXIE HIGHWAY
 LAKE PARK, FL 33403
 Phone: --
 Fax: --

X _____
 Presented By: Dealer Signature Date
 David Gluckler
 NEXTRAN TRUCK CENTER
 7810 ADAMO DR
 TAMPA, FLORIDA 33619
 772 486 3899
 dgluckler@nextrancorp.com



Prepared For:
TOWN OF LAKE PARK
650 OLD DIXIE HIGHWAY
LAKE PARK, FL 33403

Presented By:
NEXTRAN TRUCK CENTER
7810 ADAMO DR
TAMPA, FLORIDA 33619
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dgluckler@nextrancorp.com

Page 1

Dec 8, 2014
2016 LEU613
Ref#: AIAB022316A

Description

ORDER/CUSTOMER/VEHICLE INFORMATION

INITIAL REGISTRATION LOCATION, UNITED STATES, FLORIDA
LANGUAGE, ENGLISH
IDLE EMISSION CERTIFICATION, IDLE EMISSION CERTIFICATION - CARB 08
TYPE OF SERVICE, MUNICIPAL
VEHICLE APPLICATION CLASS, HEAVY VOCATIONAL - Unlimited operation on concrete, asphalt, or maintained gravel/packed dirt with a maximum 3% grade; limited operation on unmaintained surfaces with maximum 5% grade; limited operation on concrete, asphalt, or maintained gravel/packed dirt with maximum 10% grade. (3 AXLES) 78,000 lbs (35,281 kg) MAX GVW. (4 AXLES) 80,000 lbs (36,288 kg) MAX GVW.
CARRIER APPLICATION, WITH CRD150-151, Unlimited miles on 3% grade maintained gravel/packed dirt or paved, Max 15% miles on 10% grade maintained gravel/packed dirt or paved, Max 10% miles on 5% unmaintained, maintained gravel, packed dirt, or paved. 90000# (41000 kg) MAX GCW. (Carrier Code USA-V1)
VEHICLE TYPE, STRAIGHT TRUCK WITHOUT TRAILER
VEHICLE USE AND BODY/TRAILER TYPE, REFUSE, SIDE LOADER. On/Off Hwy
FILE STATUS, QUOTE
PRICE BOOK LEVEL, 2016A PRICE BOOK LEVEL
PRODUCT TYPE, PRODUCT TYPE - OL64R TRUCK
PRODUCT CLASS, PRODUCT CLASS 29
BACK OFFICE PROCESS, BACK OFFICE PROCESS

BVS/WHEELBASE/PLATFORM

CHASSIS (BASE MODEL), LEU603 6-WHEEL TRUCK
SPECIAL SALES PACKAGE, DUAL SIT DOWN DRIVE PACKAGE W/SEARS SEATS
FRAME RAILS, 13.375" x 3.25" x .375" (340 x 83 x 10mm) STEEL Section Modulus 23.49 cu in/RBM 2,818,800 in lbs per rail.
WHEELBASE, 210" (5334 mm) WB 219" CA (5563 mm)
PLATFORM, 286" LP (7264 mm) 67" AF (1694 mm) USED WITH 210" WB
FRAME REINFORCEMENT - INSIDE, 1/4" STEEL INSIDE CHANNEL REINFORCEMENT

ENGINE/TRANSMISSION/CLUTCH

ENGINE, MACK MP7-325M 325 HP @1500-1900 RPM (PEAK) 1200 LB FT. MAX TORQUE @ 1100-1350 RPM
TRANSMISSION, 6 SPEED AUTOMATIC, ALLISON 4500-RDS-6 (4.70/0.67) RUGGED DUTY SERIES GEN 5 INCLUDES
DIRECT MOUNT OIL COOLER, EXTERNAL OIL COOLER, INTERNAL FILTER, AND OIL LEVEL SENSOR

EXHAUST/EMISSIONS

DPF, CLARTECH VV DPF VERTICAL LH SIDE BACK OF CAB W/SCR VERT RH SIDE BOC
EXHAUST AFTER-TREATMENT SYSTEM, EXHAUST AFTER-TREATMENT SYSTEM DIESEL PARTIC FILTER CERAMIC
PASSIVE REGEN
DPF SMART SWITCH, NO INHIBIT DPF REGENERATION SWITCH
EXHAUST, DPF, OUTBOARD, SINGLE (R/S) VERTICAL STRAIGHT EXHAUST STACK PLAIN END, SIDE OUTLET DIFFUSER

ENGINE EQUIPMENT

PRE-CLEANER (DRY TYPE CLEANER)
ALTERNATOR, DELCO 12V 135A (35SI) BRUSHLESS
BATTERIES, (3) MACK 12V 650/1950 CCA THREADED STUD TYPE TERMINALS
TO -34 DEGREES F (-37 DEGREES C)
MACK COOLANT CONDITIONER
ENGINE BRAKE, MACK POWERLEASH
ENGINE BLOCK HEATER, 120V 1500 WATT ENGINE BLOCK HEATER

Description

FAN DRIVE, HORTON DM ADVANTAGE 2 SPEED FAN

FLYWHEEL HOUSING, ALUMINUM

FUEL-WATER SEPARATOR, MACK W/MANUAL DRAIN VALVE (INTEGRAL W/PRIMARY FUEL FILTER)

OIL PAN, OIL PAN

STARTER, 12 VOLT DELCO 39MT-MXT

TETHER DEVICE, PLASTIC COATED CABLE, MOUNTED FRONT OF EACH BATTERY BOX LENGTH TO ALLOW COVER TO SET ON GROUND

CLUTCH/TRANS EQUIPMENT/DRIVELINES

SYNTHETIC LUBRICANT - TRANSMISSION, TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS

VOCATIONAL PACKAGE - ALLISON, ALLISON GEN 5 PACKAGE #183 (AG) REFUSE WITH AUTO NEUTRAL, TWO SELECTORS, W/O GEAR SPEED LIMITS BOTH SIDES

W/O DRIVESHAFT GUARD

DRIVELINE - MAIN, SPICER 1810 HD W/COATED SPLINES

DRIVELINE - INTERAXLE, SPICER 1710 HD W/COATED SPLINES

CAB (A thru G)

AIR CONDITIONING, ROOF MOUNTED A/C AND INTEGRAL CAB HEATER DEFROSTER WITH SANDEN ROTARY COMPRESSOR

AIR CONDITIONING COMPRESSOR, SANDEN ROTARY

AIR RESTRICTION MONITOR (INTAKE), GRADUATED LOCK UP (AIR CLEANER INTAKE MOUNTED)

CAB, RH & LH SIT DOWN, DRIVING POSITION

CAB LIFT/TILT, LOCATED IN STD LOCATION

CERTIFIED WEIGHT

ENGINE RUNNING ACTIVATED

"LE" LH & RH ROLL-UP WINDOWS; FRT HINGE DOORS

ENGINE SHUTOFF, KEY TYPE

GAUGES, ENGLISH DISPLAY

GAUGE, ELECTRONIC SPEEDOMETER/ODOMETER PROXIMITY PICK-UP, AND MAGNETIC SENSOR

GAUGE, TACHOMETER

TRANSMISSION GAUGE AND TRANS. OIL HIGH TEMPERATURE LIGHT

GEAR SHIFT, WITH NEUTRAL-TO-RANGE INHIBIT

GLASS - CAB WINDOW, TINTED WINDSHIELD SIDE AND REAR WINDOWS

GRILLE, STANDARD FINISH

CAB (H thru R)

HORN - AIR, (1) TWIN-UNDER CAB TRUMPET W/DUAL LANYARD CONTROL

HORN - ELECTRIC, SINGLE TONE

CHASSIS KEYED AT RANDOM - 2 KEYS

MIRRORS - CONVEX TYPE, BRIGHT FINISH, LH & RH 8.0" DIA. MOUNTED BELOW LOWER ARM OF WEST COAST MIRROR

MIRRORS - PROXIMITY, RECT CONVEX ABOVE RH & LH DOOR

AM/FM STEREO CD W/WEATHERBAND

RADIO ANTENNA, CH STYLE COWL MOUNTED ON LH SIDE

REAR WINDOW (FIXED TYPE)

CAB (S thru Z)

SEAT - DRIVER, (2) SEARS SEATING C-2 MID BACK FABRIFORM CUSHION, AIR SUSPENDED

SEAT - RIDER, OMIT RIDER SEAT

SEAT COVERING, FABRIFORM CLOTH, BLACK, DRIVER SEATS

LAP & SHOULDER BELTS FOR (2) DRIVER SEATS, TO BE ORANGE IN COLOR

Description

DRIVER'S SEAT ONLY
TURN SIGNAL SWITCH, MANUAL CANCELLING TURN SIGNALS
VENTILATION - CAB, FURNISH LH & RH DOOR VENTS
WINDSHIELD PROTECTOR, FURNISH
WINDSHIELD WIPERS, 2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE

FRAME EQUIPMENT/FUEL TANKS

BUMPER - FRONT, PAINTED STEEL FLUSH MTD 59"/1488 mm BBC (CORP 94" x 15.5")
CROSSMEMBERS, STEEL 1/2" PL BOLTED BOC & INTERMDT 1/8" BELOW RAIL, 1ST XMBR BOC RR 38.17" FROM AL LINE
CROSSMEMBER (BEHIND REAR AXLE), W/O OPTIONAL CROSSMEMBERS BEHIND REAR AXLE/BOGIE
FRAME RAIL CLEARANCE, RIGHT-HAND
SKID PLATE UNDER RADIATOR
TOWING DEVICE - FRONT, TOW PIN
TOWING DEVICE - REAR, W/O REAR TOWING DEVICE
FUEL TANK - LH, 70 GALLON (265 L) STEEL, 26"x24" RECTANGULAR
FUEL TANK - RH, OMIT RH STANDARD
6.6 GALLON (25 L) 22" DIAMETER TANK LEFT SIDE MTD
FUEL DRAW/RETURN SYSTEM, AEROQUIP FIRE RESISTANT
FOR LH FUEL TANK INCLUDES SUMP
RELOCATE FUEL TANK, LOCATE BEHIND LH FENDER - 5" BELOW TOP RAIL

FRONT AXLE/EQUIPMENT/TIRES

FRONT AXLES, 20000# (9072kg) MACK FXL20 WIDE PIVOT CENTER STRAIGHT SPINDLE/UNITIZED BEARINGS
TIRES BRAND/TYPE - FRONT, BRIDGESTONE - TUBELESS RADIAL PLY, (2) 425/65R22.5 20 L M854 (ALL POSITION)
(CHASSIS WIDTH EXCEEDS 96")
WHEELS - FRONT, STEEL DISC (10-HOLE)
(2) 22.5x12.25 ACCURIDE 10-HOLE HUB PILOTED (11 1/4"/286mm BC)
BRAKES - FRONT, MERITOR "S" CAM TYPE 16.5" x 6" Q+
BRAKE DRUMS - FRONT, CAST OUTBOARD MOUNTED
DUST SHIELDS - FRONT BRAKE, OMIT
HUBS - FRONT, FERROUS
SHOCK ABSORBERS, FRONT
SLACK ADJUSTERS - FRONT, HALDEX - AUTOMATIC
SPRINGS - FRONT, MACK TAPERLEAF 20000# (9072kg) GROUND LOAD RATING
STATIC LOAD CUSHIONS
STEERING, M100P PLUS RIGHT SIDE ASSIST CYLINDER

REAR AXLE/EQUIPMENT/TIRES/RATIOS

REAR AXLE/SUSPENSION, 46000# (20866kg) MACK S462 (268 1020) CAST DUCTILE IRON HOUSING, SS462 MACK
MULTILEAF (CAMELBACK) 46000#
4S/4M SYSTEM REAR WHEEL END SENSORS
TIRES BRAND/TYPE - REAR, BRIDGESTONE - TUBELESS RADIAL PLY, (8) 11R22.5 14 G R268 ECOPIA (ALL POSITION)
CARRIER/RATIO - REAR AXLE, CRDP150/151, 5.31 RATIO
WHEELS - REAR, STEEL DISC (10 HOLE)
(8) 22.5x8.25 (210 mm) HAYES LEMMERZ 10-HOLE HUB PILOTED (11 1/4"/286 mm BC)(TWO HAND HOLE)
BRAKES - REAR, MERITOR "S" CAM 16.5"x7" Q+
BRAKE DIAPHRAGMS, W/O BRAKE DIAPHRAGM OPTION
BRAKE DRUMS - REAR, CAST OUTBOARD MOUNTED
DUST SHIELDS - REAR BRAKE, OMIT

Description

HUBS - REAR, FERROUS
OIL SEALS, STEMCO (VOYAGER)
POWER DIVIDER LOCKOUT W/WARNING LIGHT AND BUZZER (INCLUDES IN CAB MANUAL AIR VALVE)
HIGH MOUNT REAR BRAKE CHAMBERS (REAR REAR AXLE ONLY)
SHOCK INSULATORS, HEAVY DUTY URETHANE
SLACK ADJUSTERS - REAR, HALDEX - AUTOMATIC
SPRINGS, ANTI-SWAY
SPRING BRAKE CHAMBERS - QUANTITY, (4) CHAMBERS
SPRING BRAKE CHAMBERS - VENDOR, MGM TR-T (TAMPER RESISTANT BRAKE CHAMBERS) RECLOCK INLET PORTS
FOR OPTIMUM GROUND CLEARANCE
REAR SPRING BRAKE CHAMBERS 30/30 TYPE
TRANSVERSE TORQUE ROD (REAR AXLE ONLY)
BRONZE TRUNNION BUSHING

AIR/BRAKE

AIR LINES - BODYBUILDER, BODYBUILDER AIR LINES (SEVEN 1/4" AIR LINES FOR USE W/PNEUMATIC JOYSTICKS)
AIR DRYER, MERITOR/WABCO HEATED AIR DRYER, 1800 W/COALESCING OIL FILTER
AIR RESERVOIRS, STEEL
ANTI-LOCK BRAKE SYSTEM, BENDIX ABS
AIR CONTROL VALVES - VENDOR, BENDIX SWITCHES AND VALVES WHERE POSSIBLE
DRAIN VALVES, MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS

ELECTRICAL

BACK-UP ALARM, PRECO, MODEL 1059
BATTERY BOX(ES), STEEL BASE
BATTERY BOX COVERS, STEEL, LOCKABLE
BATTERY BOX - MOUNTING, SINGLE BOX 3 BATTERY MAX. PERP TO FRAME 11" FROM NTOF
FLAMING RIVER BIG SWITCH WIRED ON POSITIVE SIDE
BATTERY SWITCH WARNING LIGHT, FURNISH ON OR NEAR BATTERY BOX (LIGHT ON IN RUN POSITION)
CAB WIRING & DASH CONTROL, ROOF LIGHT PROVISION FOR FRONT LOADER APPLICATION
COMPUTER AND 2-WAY RADIO DEDICATED CIRCUIT
ELECTRIC CIRCUIT PROTECTION PACKAGE, 12 VOLT W/CIRCUIT BREAKERS (HEADLAMP CIRCUIT: SAE TYPE I; ALL
OTHER CIRCUITS SAE TYPE II) NEGATIVE GROUND SYSTEM
WATERPROOF ELECTRICAL CONNECTIONS SPRAYED W/PROTECTIVE COATING
CONTROL LINK II REFUSE BODYBUILDER ELECTRICAL CONNECTION SYSTEM
HEADLIGHTS, (2) SINGLE ROUND HALOGEN LAMPS
REAR LIGHTING, BRAKE LIGHTS TO COME ON WHEN SPRING BRAKES ARE APPLIED AND KEY IN RUN POSITION
PROVISION FOR LOCAL INSTALLATION OF STROBE LIGHTS

PAINT

PAINT - CAB EXTERIOR, SINGLE COLOR, MACK WHITE (HIGH GLOSS)
PAINT - CAB, URETHANE CLEAR COAT
PAINT - CHASSIS RUNNING GEAR, MACK BLACK (URETHANE)
PAINT - BUMPER, SAME AS CHASSIS RUNNING GEAR
PAINT - FUEL TANK, SAME AS CHASSIS RUNNING GEAR
PAINT - FRONT SPOKE WHEELS, WITHOUT OPTIONAL SPOKE WHEEL PAINT
MACK WHITE
PRE-FINISHED POWDER COAT WHITE
PRE-FINISHED POWDER COAT WHITE

Description

PAINT PROCESS CODES

SAME COLOR AS CHASSIS RUNNING GEAR (5ZB-A1X)

CHASSIS RUNNING GEAR - STD COLOR (MACK BLACK) (6AB-Z1X)

SAME COLOR AS CHASSIS RUNNING GEAR (7HB-A1X)

HUB&DRUM/SPOKES - DIFFERENT THAN CHASSIS RUNNING GEAR REAR ONLY (5YB-B1X)

W/O CUSTOM PAINTED FRONT/REAR RIM/WHEEL (6BB-Z1X)

PTO/SPECIALTY/ADDITIONAL EQUIPMENT

PTO - REAR ENGINE (REPTO), WITHOUT REAR ENGINE POWER TAKE OFF

HYDRAULIC PUMP, FURNISH PUMP MTG PROVISIONS - INCLUDE WIRING, SWITCHES, AND INDICATORS AS REQUIRED

FURNISH TC541 FOR USE W/ALLISON (HD) SERIES WORLD TRANSMISSION

W/O WORK BRAKE

V-MAC IV PROGRAMMABLE PARAMETERS

CUSTOMER VEHICLE LIMITING SPEED (MPH) 65 mph

PEDAL ROAD SPEED LIMITER (MPH) 65 mph

LGVLS FEATURE ACTIVATION Omit

LOWER GEAR VEHICLE LIMITING SPEED (MPH) 00 mph

SOFT RSL Omit

PDLO ENGAGED VLS FEATURE Furnish

PDLO ENGAGED VEHICLE LIMITING SPEED 25 rpm

CRUISE CONTROL SETTINGS W/ALLISON TRANS

CRUISE CONTROL MAX SET SPEED (MPH) 65 mph

CRUISE CONTROL MIN SET SPEED (MPH) 20 mph

CRUISE CONTROL AUTORESUME W/CLUTCH Omit

CRUISE'N BRAKE ENGAGEMENT DELAY (MPH) 3 mph

ENGINE OVERSPEED COMPANY LIMIT (RPM) 2200 rpm

FUELED ENGINE OVERSPEED COMPANY LIMIT (RPM) 2100 rpm

VEHICLE OVERSPEED COMPANY LIMIT (MPH) 75 mph

FUELED VEHICLE OVERSPEED COMPANY LIMIT (MPH) 70 mph

IDLE LOGGING DELAY (MIN) 2

Monthly Trip Summary

PERIODIC TRIP HOUR OF DAY 0 (disable)

PERIODIC TRIP DAY OF WEEK 0 (disable)

PERIODIC TRIP DAY OF MONTH 1

EHT MAX ENGINE SET SPEED (RPM)

2100 rpm

EHT MIN ENGINE SET SPEED (RPM) 700 rpm

EHT VEHICLE SPEED RANGE LIMIT (MPH) 10 mph

EHT RAMP RATE (RPM/Sec)

EHT SINGLE SPEED CONTROL ACTIVATION Omit

EHT SINGLE SPEED CONTROL SET SPEED (RPM) 0000 rpm

EHT JUMP-TO-MIN SET SPEED Omit

EHT HOLD TO NEAREST RPM 50 rpm

EHT ACCEL-DECEL BUMP-UP RPM 50 rpm

EHT ACCEL-DECEL BUMP-DOWN RPM 50 rpm

ENGINE PROTECTION - OIL PRESSURE SHUTDOWN Furnish

ENGINE PROTECTION - COOLANT LEVEL SHUTDOWN Omit

Description

ENGINE PROTECTION - COOLANT TEMP SHUTDOWN Furnish
ENGINE PROTECTION - ENGINE OIL TEMP SHUTDOWN Furnish
ENGINE PROTECTION TRANS OIL TEMP SHUTDOWN Furnish
ALLOW FAN OVERRIDE WHEN PARKED Omit
FAN ACTIVATION WITH PTO Omit
GOVERNOR TYPE Min-Max Governor
ENGINE HIGH IDLE SPEED IF STOPPED 0000
ENGINE LOW IDLE SET SPEED (RPM) 700 rpm
DRIVER LOW IDLE ADJUST FEATURE ACTIVATION Omit
SMART IDLE FEATURE ACTIVATION Omit
SMART IDLE ELEVATED IDLE RPM TIME (MINS) 10
IDLE S/D ABS TAMPER CHECK Omit
IDLE COOLDOWN FEATURE ACTIVATION Omit
IDLE SHUTDOWN FEATURE ACTIVATION Omit
IDLE SHUTDOWN TIME (MINS) 10
IDLE SHUTDOWN WARNING TIME (SECS) 30
IDLE SHUTDOWN WARM-UP TEMPERATURE (DEG F) 100
IDLE SHUTDOWN WARM-UP TIMER (MINS) 5
IDLE S/D OVERRIDE W/EHT Omit
IDLE S/D OVERRIDE W/PTO Furnish
IDLE S/D OVERRIDE W/ENGINE LOAD Furnish
IDLE S/D OVERRIDE % ENGINE LOAD THRESHOLD 20
IDLE S/D CONTROL W/O Idle Shutdown
IDLE S/D OVERRIDE LOWER TEMP. THRESHOLD (DEG F) 60
IDLE S/D OVERRIDE UPPER TEMP. THRESHOLD (DEG F) 80
MAINTENANCE MONITOR FEATURE ACTIVATION Furnish
MAINTENANCE MONITOR OEM DEFAULT INTERVALS MP Vocational
MAINTENANCE DUE WARNING PERCENT 90
PTO 1 MAX ENGINE SET SPEED (RPM) 2100 rpm
PTO 1 MIN ENGINE SET SPEED (RPM) 600 rpm
PTO 1 VEHICLE SPEED RANGE LIMIT (MPH) 10 mph
PTO 1 RAMP RATE (RPM/Sec) 100
PTO 1 SINGLE SPEED CONTROL ACTIVATION Omit
PTO 1 SINGLE SPEED CONTROL SET SPEED (RPM) 1000 rpm
PTO 1 SINGLE SPEED CONTROL AUTOSET Omit
PTO 1 JUMP-TO-MIN SET SPEED Omit
PTO 1 VEHICLE LIMITING SPEED (MPH) 60 mph
PTO 1 HOLD TO NEAREST RPM 50 rpm
PTO 1 ACCEL-DECEL BUMP-UP RPM 50 rpm
PTO 1 ACCEL-DECEL BUMP-DOWN RPM 50 rpm
PTO 2 MAX ENGINE SET SPEED (RPM) 2100 rpm
PTO 2 MIN ENGINE SET SPEED (RPM) 600 rpm
PTO 2 VEHICLE SPEED RANGE LIMIT (MPH) 10 mph
PTO 2 RAMP RATE (RPM/Sec) 100
PTO 2 SINGLE SPEED CONTROL ACTIVATION Omit
PTO 2 SINGLE SPEED CONTROL SET SPEED (RPM) 1000 rpm

Description

PTO 2 SINGLE SPEED CONTROL AUTOSET Omit
PTO 2 JUMP-TO-MIN SET SPEED Omit
PTO 2 VEHICLE LIMITING SPEED (MPH) 60 mph
PTO 2 HOLD TO NEAREST RPM 50 rpm
PTO 2 ACCEL-DECEL BUMP-UP RPM
PTO 2 ACCEL-DECEL BUMP-DOWN RPM 50 rpm
SPEED SENSOR TAMPER DETECTION SYSTEM ACTIVATION Furnish
SPEED SENSOR TAMPER DETECTION TORQUE LIMIT (%) 50

DEALER INFORMATION

ENGINE WARRANTY, 2YR/250,000 MILES ENGINE WARRANTY US10
PILOT INSPECTION, WITHOUT PILOT INSPECTION
FLORIDA SHERIFFS ASSOCIATION BID
MUNICIPAL WARRANTY PACKAGE
FLORIDA SHERIFFS ASSOCIATION BID 14-12-0904 #15
STANDARD SHIPPING INSTRUCTIONS

PERFORMANCE/GRAPHICS/TECH DATA

OVERWIDTH STATEMENT, OVERALL WIDTH EXCEEDS 96"

McNeilus Model 2849: Autoreach Gen II ASL 28 yard

Quote Number: 0BC201501061629 Rev: 0

Printed: 1/6/2015

To:

Nextran Truck Center - Riviera Beach
7151 Industrial Drive South
Riviera Beach, FL 33404 USA
Attn: Dave Gluckler

Unit Price:	\$ 95,107
Federal Excise Tax:	\$ -
Freight:	\$ 4,155
Total Unit Price:	\$ 99,262
Quantity:	1
Extended Price:	\$ 99,262

Delivery Point:

Town of Lake Park
650 Old Dixie Highway
Lake Park, FL 33403
USA

Options Included in Price:

- Arm Work Light: Fender Mounted, LED
- Can Counter
- Center Stop Light
- Fire Extinguisher in Cab, 5 lb.
- Fire Extinguisher, 20 lb., Body Mounted, Curbside
- Heavy Duty Body Floor (3/16)
- Monitor Mount Center Overhead, Swivel
- Plastic Quarter Fenders, Front
- Safety Triangle Kit in Cab
- Smart Lights, (6), 4" on Tailgate and Center Stop Brkt
- SSP DVR: 32GB SD Card
- SSV Extreme 7" color monitor, 4 port, 4 cameras
- Toolbox on ICC Bumper, 14Hx24Wx16D, Steel
- XWear Overlay on Packer Shoes and Track
- One Year Body Warranty
- Two Year Cylinder Warranty

Quantity Discount

Pricing includes all applicable discounts for quantity quoted. Change of quantity ordered may result in revision of price.

Freight Charges

Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery. Shipping arrangements (when applicable) are made for the convenience of the customer. Seller assumes no responsibility for the equipment in transport.

Specifications

All specifications are subject to change without notice. Several factors beyond the control of the chassis OEM or McNeilus may result in the substitution of components of equal or greater quality.

Special Options

Special options are subject to Engineering application approval.

Taxes

No state or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the purchaser.

Terms & Conditions

This quotation assumes and is subject to the standard terms and conditions of London Machinery, McNeilus Truck and Manufacturing Co. and Oshkosh Corporation, including limitations of warranty.

Payment Terms

Due upon receipt.

OPTIONAL ITEMS:

- GROENVELD ARM AUTO LUBE SYSTEM - \$5,000.00
- 3 YEAR CYLINDER WARRANTY - \$2,440.00
- 4 YEAR CYLINDER WARRANTY - \$3,713.00
- 5 YEAR CYLINDER WARRANTY - \$5,517.00

Chassis: CT - Mack LEU (Provided By Customer)

This quotation is valid until 02/05/2015. Any order is contingent upon acceptance by McNeilus Companies, Inc.

By signing and returning this document, you are indicating that you have read and approved the above specification.

Date(s) chassis will arrive at McNeilus

Authorized Signature

Date



SOUTHERN SEWER EQUIPMENT SALES

3409 Industrial 27th St. • Ft. Pierce, FL 34946
(772) 595-9171 FAX • 1-800-782-4134 • (772) 595-6940

"A Certified MBE Woman Owned Business"

Mr. David Gluckler
Nextran Truck Center
7151 Industrial Dr. S
Riviera Beach, FL 33404
Via email: dgluckler@nextrancorp.com

December 8, 2014

Dear David:

Southern Sewer Equipment Sales is pleased to announce the opportunity for the Town of Lake Park to purchase a New Way Sidewinder 29 yard side loader refuse body mounted on your suitable chassis off the Florida Sheriffs Contract #14-12-0904. Please review the attached equipment list.

New Way Sidewinder 31 yard side loader body *(includes FL Sheriffs fees)*.....\$110,113.71
Town of Lake Park 29 yard Option Package *(includes FL Sheriffs fees)*.....\$8,433.79
Total Each Unit: \$118,547.50

The Town may consider the following additional option *(includes FL Sheriffs fees)*:
Lubecore Automated Lubrication System.....\$4,394.22

Price does include delivery to any Florida municipality.

Minimum Chassis Requirements:

64,000 lb GVWR: 20,000 lb. Front Axle, 44,000 lb. Rear Axle
Cable to Axle: 197" Usable
Rear Frame Overhang: 60"

Front End PTO

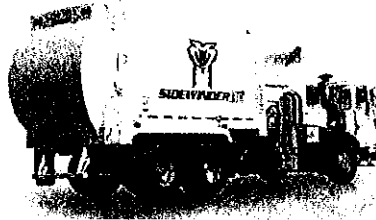
Automatic Transmission

Please feel free to contact Joey Westberry at (772) 834-8201, if you have any questions.

Sincerely,

Jenny Mitchem
Executive Sales Coordinator

EQUIPMENT LIST
TOWN OF LAKE PARK
December 8, 2014



Model shown with additional options

Base 31 Yard Sidewinder unit includes the following options:

31 Cubic Yard Body Capacity
Pack On The Go
Multi Cycle Packer
Twin 14.5" x 7" Clean Out Doors
Chrome Cylinder Rods
Side-Access Door to Hopper
Nitro Carbonite Single Hoist Cylinder
Sight Gauge on Reservoir Tank
High Grade Hydraulic Fluid
Reinforced, Frame Mounted Arm -- 1,000 lb Lift Capacity
In-Line Heavy Duty Grippers
Sealed Roller Bearings on Packer Follower Panels
Pre-crusher Panel
Hopper Access Ladder
Ergonomic In-Cab Control Panel and Joystick
Positive Automatic Tailgate Lock
Smooth Body Sidewall Design
Acrylic Urethane Enamel Single Color Paint on Body
ARM Powder Coat New Way Safety Yellow
Rear Vision Camera System, Dual Cameras
Back Up Alarm
Body Ajar Alarm
Tailgate Ajar Alarm
Hour Meter
"Arm Stowed" Indicator
LED Body Lights
Halogen Work Lights: 1 in Hopper, 1 Curbside Toward Arm
Strobe Light Package (Mounted Upper Tailgate)
Strobe Light, Surface Mount
10 lb. Fire Extinguisher
Triangle Kit
1 Year Body, Arm & Hydraulic Warranty
2 Year Cylinder Warranty

Town of Lake Park Option Package:

29 Cubic Yard Body Capacity in lieu of 31 yard
LED Work Lights: 1 in hopper, 1 curbside toward arm
LED 4 Corner Strobe System
Mid Body Back Up Lights

Six Camera System with SD Recording Capability: Hopper, Arm (Recording), Left Side Facing
Blind Spot, 3 Rear View
Heavy Duty Chains
Arm Control Rocker Switches Under Seat
Shovel/Broom Rack
Steel Tool Box 18x18x24
Upgrade to 20 lb. Fire Extinguisher



THE WHEELS ARE ALWAYS TURNING

QUOTATION

Prepared For:
BIDDERS
Florida Sheriffs Association

Ship To:
Florida Truck Dealer

Prepared By:
Sunbelt Waste Equipment
Tampa Crane
Ingram Equipment

QUOTE REFERENCE NUMBER	ISSUE DATE	VALID FOR	EST. DELIVERY FROM RECEIPT OF ORDER	SUBMITTED BY	SHIPPED VIA	FOB POINT	TERMS
ASL-2015FSA	10-1-2014	1 Year	TBD at Time of Order	HEIL DEALERS	DRIVE AWAY	DEALER	NET 30 DAYS

Body

Heil Dura-Pack Python
Heil Multipack (upcharge Option)

Standard Options

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

Total Body and Options	\$114,395.00
Tri-Cuff Grabbers	\$ 1,185.00
Dual Camera	\$ 840.00
Service Hoist Dump Body	\$ 4,440.00
Total	\$120,860.00

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

Andy Solo
Tampa Crane
5701 North 50th St.
Tampa, FL 33687
813-246-5510
813-323-2585 Cell
andysolo@msn.com

Joe King
Ingram Equipment
11 Monroe Dr.
Pelham, AL 35124
205-663-3946
JKing@IngramEquipment.net

Nextran Truck Center

March 12, 2015

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) 2016 MACK MRU613 FRONT LOADER

OPTION 1

Acquisition Cost:	\$247,521.47	Term:	Five (5) years	First Payment Due:	January 8, 2016
Document Fee:	\$395.00	Payment Mode:	Annual	Payment Amount (1-5):	\$52,401.40
Trade In:	\$0.00	Interest Rate:	2.610%		
Principal Balance:	\$247,916.47	Rate Factor:	0.211367		

- * **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 May 22, 2015. 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 Obligees or its assignees, then Obligees 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:
	Typed Name & Title
	Date:



PROPOSAL

Especially Prepared For:

TOWN OF LAKE PARK
650 OLD DIXIE HIGHWAY
LAKE PARK, FL 33403

Presented By:

David Gluckler
NEXTRAN TRUCK CENTER
7810 ADAMO DR

TAMPA , FLORIDA 33619
dgluckler@nextrancorp.com



CHASSIS SPECIFICATIONS SUMMARY

December 08, 2014

2016 MACK MRU613

REFUSE, FRONT LOADER On/Off Hwy
STRAIGHT TRUCK WITHOUT TRAILER

Engine	MACK MP7-325M 325HP	Transmission	4500-RDS-6
		Clutch	OMIT CLUTCH
Front Axle	20,000# FXL20	Rear Axle	46,000# S462 Ratio 5.04
Suspension	20,000#	Suspension	46,000# SS462
Tires	Front: 425/65R22.5 Rear: 11R22.5	Wheels	22.5x12.25 STEEL DISC (10-HOLE) 22.5x8.25 STEEL DISC (10 HOLE)
Ratings	GVW: 66,000#	Fuel Tanks	RH: 70gal
Fifth Wheel		Sleeper	

PRICING SUMMARY

	<u>Total Price</u>
SELLING PRICE (Excluding Taxes/Fees/Trade)	\$143,775.97
Surcharge	\$0.00
Net FRET or Canadian GST Taxes	\$0.00
Tire Tax Credit (Municipal Only)	(\$276.50)
Sales/Usage Taxes	\$0.00
License/Title/Etc.	
Misc Fees	
Trade	\$0.00
ACQUISITION COST (Include Trade if applies)	\$143,499.47
Less Down Payment	
BALANCE DUE Per Unit	\$143,499.47
PRICE (Total Order)	\$143,499.47
BALANCE DUE (Total Order)	\$143,499.47 ✓

cab and chassis
includes 5 yr municiple warranty package
FSA BID 14-12-0904 #15

Total Quantity: 1 Estimated Total Weight: 18,936# Reference#: AIAB022116A

X _____
Prepared For: Customer Signature Date
TOWN OF LAKE PARK
650 OLD DIXIE HIGHWAY
LAKE PARK, FL 33403
Phone: --
Fax: --

X _____
Presented By: Dealer Signature Date
David Gluckler
NEXTRAN TRUCK CENTER
7810 ADAMO DR
TAMPA, FLORIDA 33619
772 486 3899
dgluckler@nextrancorp.com



Prepared For:
TOWN OF LAKE PARK
650 OLD DIXIE HIGHWAY
LAKE PARK, FL 33403

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Page 1

Dec 8, 2014
2016 MRU613
Ref#: AIAB022116A

Description

ORDER/CUSTOMER/VEHICLE INFORMATION

INITIAL REGISTRATION LOCATION, UNITED STATES, FLORIDA
LANGUAGE, ENGLISH
IDLE EMISSION CERTIFICATION, IDLE EMISSION CERTIFICATION - CARB 08
TYPE OF SERVICE, MUNICIPAL
VEHICLE APPLICATION CLASS, HEAVY VOCATIONAL - Unlimited operation on concrete, asphalt, or maintained gravel/packed dirt with a maximum 3% grade; limited operation on unmaintained surfaces with maximum 5% grade; limited operation on concrete, asphalt, or maintained gravel/packed dirt with maximum 10% grade. (3 AXLES) 78,000 lbs (35,281 kg) MAX GVW. (4 AXLES) 80,000 lbs (36,288 kg) MAX GVW.
CARRIER APPLICATION, WITH CRD150-151, Unlimited miles on 3% grade maintained gravel/packed dirt or paved, Max 15% miles on 10% grade maintained gravel/packed dirt or paved, Max 10% miles on 5% unmaintained, maintained gravel, packed dirt, or paved. 90000# (41000 kg) MAX GCW. (Carrier Code USA-V1)
VEHICLE TYPE, STRAIGHT TRUCK WITHOUT TRAILER
VEHICLE USE AND BODY/TRAILER TYPE, REFUSE, FRONT LOADER On/Off Hwy
FILE STATUS, QUOTE
PRICE BOOK LEVEL, 2016A PRICE BOOK LEVEL
PRODUCT TYPE, PRODUCT TYPE - OM64R TRUCK
PRODUCT CLASS, PRODUCT CLASS 29
BACK OFFICE PROCESS, BACK OFFICE PROCESS

BVS/WHEELBASE/PLATFORM

CHASSIS (BASE MODEL), MRU603 6-WHEEL TRUCK
FRAME RAILS, 13.25" x 3.25" x .3125" (337 x 83 x 8mm) STEEL Combined rating w/inside channel reinforcement Section Modulus 26.06 cu in/RBM 3,127,200 in lbs per rail.
WHEELBASE, 210" (5334 mm) WB 207" CA (5258 mm)
PLATFORM, 273" LP (6934 mm) 66" AF (1676 mm) USED WITH 210" WB
FRAME REINFORCEMENT - INSIDE, 1/4" STEEL CHANNEL

ENGINE/TRANSMISSION/CLUTCH

ENGINE, MACK MP7-325M 325 HP @1500-1900 RPM (PEAK) 1200 LB FT. MAX TORQUE @ 1100-1350 RPM
TRANSMISSION, 6 SPEED AUTOMATIC, ALLISON 4500-RDS-6 (4.70/0.67) RUGGED DUTY SERIES GEN 5 INCLUDES DIRECT MOUNT OIL COOLER, INTERNAL FILTER, AND OIL LEVEL SENSOR.
CLUTCH, OMIT CLUTCH

EXHAUST/EMISSIONS

DPF, CLEARTECH VV DPF VERTICAL LH SIDE BACK OF CAB W/SCR VERT RH SIDE BOC
EXHAUST AFTER-TREATMENT SYSTEM, EXHAUST AFTER-TREATMENT SYSTEM DIESEL PARTIC FILTER CERAMIC PASSIVE REGEN
DPF SMART SWITCH, NO INHIBIT DPF REGENERATION SWITCH
EXHAUST, DPF, OUTBOARD, SINGLE (R/S) VERTICAL STRAIGHT EXHAUST STACK PLAIN END, SIDE OUTLET DIFFUSER

ENGINE EQUIPMENT

AIR COMPRESSOR, MERITOR/WABCO 636 (37.4 CFM)
PRE-CLEANER (DRY TYPE CLEANER)
ALTERNATOR, DELCO 12V 135A (35Si) BRUSHLESS
BATTERIES, (3) MACK 12V 650/1950 CCA THREADED STUD TYPE
TO -34 DEGREES F (-37 DEGREES C)
MACK COOLANT CONDITIONER

Description**ENGINE BRAKE, MACK POWERLEASH**

FAN DRIVE, HORTON DM ADVANTAGE 2 SPEED FAN

FLYWHEEL HOUSING, ALUMINUM

FUEL-WATER SEPARATOR, MACK W/MANUAL DRAIN VALVE (INTEGRAL W/PRIMARY FUEL FILTER)

OIL PAN, OIL PAN

OIL PAN HEATER, W/O OIL PAN HEATER

STARTER, 12 VOLT DELCO 39MT-MXT

CLUTCH/TRANS EQUIPMENT/DRIVELINES

CLUTCH PEDAL, W/O CLUTCH PEDAL

TRANSMISSION BELL HOUSING, ALUMINUM

FURNISH FOR ALLISON TRANSMISSION W/DIRECT MOUNT COOLER

SYNTHETIC LUBRICANT - TRANSMISSION, TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS

VOCATIONAL PACKAGE - ALLISON, ALLISON GEN 5 PACKAGE #180, "BASIC REFUSE" SHIFT TO NEUTRAL W/PARKING

BRAKE ENGAGED

W/O DRIVESHAFT GUARD

DRIVELINE - MAIN, SPICER 1810 HD W/COATED SPLINES

DRIVELINE - INTERAXLE, SPICER 1810 W/COATED SPLINES

CAB (A thru G)

AIR CONDITIONING, MACK INTEGRAL W/HEATER (COMBO HEATER/AIR CONDITIONER UNIT) W/R134a REFRIGERANT

CAB, CA531 LOW-PROFILE COE (WELDED STEEL GALVANIZED SHELL) INCLUDES MACK RUST PREVENTATIVE

PROCEDURES

CAB LIFT/TILT, LOCATED IN STD LOCATION

CERTIFIED WEIGHT

PARK BRAKE ACTIVATED

MC DOORS, LH & RH (ROLL-UP WINDOWS)

ENGINE SHUTOFF, KEY TYPE

FENDERS, POLYUREA FOR CHASSIS AND CAB SECTIONS

GAUGES, ENGLISH DISPLAY

GAUGE, SPEEDOMETER W/TRIP ODOMETER (ELECTRONIC 1% ACCURACY)

GAUGE, TACHOMETER

TRANSMISSION GAUGE AND TRANS. OIL HIGH TEMPERATURE LIGHT

GLASS - CAB WINDOW, TINTED WINDSHIELD SIDE AND REAR WINDOWS

FURNISH ADDITIONAL GRAB HANDLE ON DASH ON RIDER'S SIDE

GRILLE, STANDARD FINISH

CAB (H thru R)

W/O HEATER

HORN - AIR, (1) TWIN TRUMPET (MOUNTED UNDER CAB)

CHASSIS KEYED AT RANDOM - 2 KEYS

MIRRDRS - PROXIMITY, RECT CONVEX ABOVE RH DOOR WINDOW

MUD FLAPS, 24" FRONT FENDER MOUNTED

FORWARD OVERHEAD STORAGE, (2) RADIO SHELF, DRIVER SIDE

AM/FM STEREO, CD-PLAYER, MP3, WEATHERBAND

RADIO ANTENNA, CH STYLE COWL MOUNTED ON LH SIDE

CAB (S thru Z)

SEAT - DRIVER, SEARS SEATING C-2 W/FABRIFORM CUSHIONS (MID BACK) AIR SUSPENSION

SEAT - RIDER, SEARS SEATING C2 W/FABRIFORM CUSHIONS (MID BACK) NON-SUSPENSION

Description

SEAT COVERING, FABRIFORM CLOTH, BLACK, DRIVER AND RIDER SEATS
SEAT BELTS (ORANGE)/RETRACTORS, LAP AND SHOULDER FOR DRIVER AND RIDER SEAT
DRIVER'S AND RIDER'S SEAT
STEERING WHEEL, TWO SPOKE URETHANE GRIP PAINTED SPOKES & BULLDOG HORN CAP
TURN SIGNAL SWITCH, MANUAL CANCELLING TURN SIGNALS
WINDSHIELD PROTECTOR, FURNISH WINDSHIELD PROTECTOR
WINDSHIELD WIPERS, 2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE

FRAME EQUIPMENT/FUEL TANKS

BUMPER - FRONT, SWEEP BACK STEEL CHANNEL TYPE EXTENDED 63"/1600 mm BBC W/CENTER TOW PIN (92.62" x 11.25")
CROSSMEMBERS, HD STEEL CHANNELS BACK TO BACK BEHIND CAB & INTERMEDIATE(S)
CROSSMEMBER (BEHIND REAR AXLE), W/O OPTIONAL CROSSMEMBERS BEHIND REAR AXLE/BOGIE
10" FRONT FRAME EXTENSION FOR REFUSE SERVICE
SKID PLATE UNDER BUMPER AND RADIATOR
TOWING DEVICE - FRONT, TOW PIN
TOWING DEVICE - REAR, W/O REAR TOWING DEVICE
FUEL TANK - RH, 70 GALLON (265 L) STEEL, 26"x24" RECTANGULAR
6.6 GALLON (25 L) 22" DIAMETER TANK RIGHT SIDE MTD
FUEL DRAW/RETURN SYSTEM, ALL HOSE
FOR RH FUEL TANK, INCLUDES SUMP
RELOCATE FUEL TANK, LOCATE RH TANK AS FAR FORWARD AS POSSIBLE, 5" BELOW TOP OF RAIL

FRONT AXLE/EQUIPMENT/TIRES

FRONT AXLES, 20000# (9072kg) MACK FXL20 WIDE PIVOT CENTER STRAIGHT SPINDLE/UNITIZED BEARINGS
TIRES BRAND/TYPE - FRONT, BRIDGESTONE - TUBELESS RADIAL PLY, (2) 425/65R22.5 20 L M854 (ALL POSITION)
(CHASSIS WIDTH EXCEEDS 96")
WHEELS - FRONT, STEEL DISC (10-HOLE)
(2) 22.5x12.25 HAYES LEMMERZ 10-HOLE HUB PILOTED (11 1/4"/286mm BC)
WHEELS - POLISHED (FRONT), W/O FRONT DISC WHEEL BRIGHT FINISH
BRAKES - FRONT, MERITOR "S" CAM TYPE 16.5" x 6" Q+
BRAKE DRUMS - FRONT, CAST OUTBOARD MOUNTED
DUST SHIELDS - FRONT BRAKE, OMIT
HUBS - FRONT, FERROUS
SHOCK ABSORBERS, FRONT
SLACK ADJUSTERS - FRONT, HALDEX - AUTOMATIC
SPRINGS - FRONT, MACK TAPERLEAF 20000# (9072kg) GROUND LOAD RATING
STATIC LOAD CUSHIONS
STEERING, XD120 SHEPPARD STEERING GEAR (RATIO 23:1)

REAR AXLE/EQUIPMENT/TIRES/RATIOS

REAR AXLE/SUSPENSION, 46000# (20866kg) MACK S462 (268 1020) CAST DUCTILE IRON HOUSING, SS462 MACK
MULTILEAF (CAMELBACK) 46000#
4S/4M SYSTEM REAR WHEEL END SENSORS
TIRES BRAND/TYPE - REAR, BRIDGESTONE - TUBELESS RADIAL PLY, (8) 11R22.5 14 G M726EL (TRACTION)
CARRIER/RATIO - REAR AXLE, CRDP150/151, 5.04 RATIO
WHEELS - REAR, STEEL DISC (10 HOLE)
(8) 22.5x8.25 (210 mm) HAYES LEMMERZ 10-HOLE HUB PILOTED (11 1/4"286 mm BC)(TWO HAND HOLE)
BRAKES - REAR, MERITOR "S" CAM 16.5"x7" (419x178 mm) O+

Description

BRAKE DIAPHRAGMS, W/O BRAKE DIAPHRAGM OPTION
BRAKE DRUMS - REAR, CAST OUTBOARD MOUNTED
DUST SHIELDS - REAR BRAKE, OMIT
HUBS - REAR, FERROUS
OIL SEALS, STEMCO (VOYAGER)
POWER DIVIDER LOCKOUT W/WARNING LIGHT AND BUZZER (INCLUDES IN CAB MANUAL AIR VALVE)
RAISED REAR BRAKE CHAMBERS (REAR REAR AXLE ONLY)
SHOCK INSULATORS, HEAVY DUTY URETHANE
SLACK ADJUSTERS - REAR, HALDEX - AUTOMATIC
SPRINGS, ANTI-SWAY
SPRING BRAKE CHAMBERS - VENDOR, MGM TR-T (TAMPER RESISTANT BRAKE CHAMBERS) RECLOCK INLET PORTS
FOR OPTIMUM GROUND CLEARANCE
REAR SPRING BRAKE CHAMBERS 30/30 TYPE
TRANSVERSE TORQUE ROD (REAR AXLE ONLY)
BRONZE TRUNNION BUSHING

AIR/BRAKE

AIR LINES - BODYBUILDER, BODYBUILDER AIR LINES (SEVEN 1/4" AIR LINES FOR USE W/PNEUMATIC JOYSTICKS)
AIR DRYER, MERITOR/WABCO HEATED AIR DRYER, 1800 W/COALESCING OIL FILTER
ANTI-LOCK BRAKE SYSTEM, BENDIX ABS
AIR CONTROL VALVES - VENDOR, BENDIX SWITCHES AND VALVES WHERE POSSIBLE
DRAIN VALVES, MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS

ELECTRICAL

BACK-UP ALARM, W/INTERMITTENT FEATURE (AMBIENT NOISE SENSITIVE 87-112 db
BATTERY BOX(ES), STEEL BASE
BATTERY BOX COVERS, STEEL, LOCKABLE
BATTERY BOX - MOUNTING, SINGLE BOX 3 BATTERY MAX. PERP TO FRAME 11" FROM NTOF
FLAMING RIVER BIG SWITCH WIRED ON POSITIVE SIDE
W/O AUXILIARY CIRCUIT WIRING OPTION
ELECTRIC CIRCUIT PROTECTION PACKAGE, 12 VOLT W/CIRCUIT BREAKERS (HEADLAMP CIRCUIT: SAE TYPE I; ALL
OTHER CIRCUITS SAE TYPE II) NEGATIVE GROUND SYSTEM
WATERPROOF ELECTRICAL CONNECTIONS SPRAYED W/PROTECTIVE COATING
CONTROL LINK II REFUSE BODYBUILDER ELECTRICAL CONNECTION SYSTEM
CONSOLE INCLUDED WITH CONTROL LINK II
HEADLIGHTS, (2) SINGLE ROUND HALOGEN LAMPS
REAR LIGHTING, FURNISH STANDARD TAIL-LIGHTS
W/O PWR TERMINAL-STROBE LIGHT OPTION

PAINT

PAINT - CAB EXTERIOR, SINGLE COLOR, MACK WHITE (HIGH GLOSS)
PAINT - CAB, URETHANE CLEAR COAT
PAINT - CAB INTERIOR, SAME COLOR AS CAB EXTERIOR COLOR
PAINT - CHASSIS RUNNING GEAR, MACK BLACK (URETHANE)
PAINT - BUMPER, SAME AS CHASSIS RUNNING GEAR
PAINT - FUEL TANK, SAME AS CHASSIS RUNNING GEAR
PAINT - FRONT SPOKE WHEELS, WITHOUT OPTIONAL SPOKE WHEEL PAINT
WITHOUT OPTIONAL SPOKE WHEEL PAINT
PRE-FINISHED POWDER COAT WHITE

Description

PRE-FINISHED POWDER COAT WHITE

PAINT PROCESS CODES

SAME COLOR AS CHASSIS RUNNING GEAR (5ZB-A1X)

CHASSIS RUNNING GEAR - STD COLOR (MACK BLACK) (6AB-Z1X)

SAME COLOR AS CHASSIS RUNNING GEAR (7HB-A1X)

W/O CUSTOM PAINT FOR HUB&DRUM/SPOKES (5YB-Z1X)

W/O CUSTOM PAINTED FRONT/REAR RIM/WHEEL (6BB-Z1X)

PTO/SPECIALTY/ADDITIONAL EQUIPMENT

PTO - CRANKSHAFT ADAPTER, 1350 SERIES FLANGE FOR FRONT END MIXER OR REFUSE PTO DRIVE (DOES NOT INCLUDE FRONT FRAME EXTENSION)

PTO - REAR ENGINE (REPTO), WITHOUT REAR ENGINE POWER TAKE OFF

HYDRAULIC PUMP, FURNISH PUMP MTG PROVISIONS - INCLUDE WIRING, SWITCHES, AND INDICATORS AS REQUIRED

TORQUE CONVERTER TC541

V-MAC IV PROGRAMMABLE PARAMETERS

CUSTOMER VEHICLE LIMITING SPEED (MPH) 65 mph

PEDAL ROAD SPEED LIMITER (MPH) 65 mph

LGVLS FEATURE ACTIVATION Omit

LOWER GEAR VEHICLE LIMITING SPEED (MPH) 00 mph

SOFT RSL Omit

PDLO ENGAGED VLS FEATURE Furnish

PDLO ENGAGED VEHICLE LIMITING SPEED 25 rpm

CRUISE CONTROL SETTINGS W/ALLISON TRANS

CRUISE CONTROL MAX SET SPEED (MPH) 65 mph

CRUISE CONTROL MIN SET SPEED (MPH) 20 mph

CRUISE CONTROL AUTORESUME W/CLUTCH Omit

CRUISE BRAKE ENGAGEMENT DELAY (MPH) 3 mph

SMOOTH CRUISE Omit

ENGINE OVERSPEED COMPANY LIMIT (RPM) 2200 rpm

FUELED ENGINE OVERSPEED COMPANY LIMIT (RPM) 2100 rpm

VEHICLE OVERSPEED COMPANY LIMIT (MPH) 75 mph

FUELED VEHICLE OVERSPEED COMPANY LIMIT (MPH) 70 mph

IDLE LOGGING DELAY (MIN) 2

Monthly Trip Summary

PERIODIC TRIP HOUR OF DAY 0 (disable)

PERIODIC TRIP DAY OF WEEK 0 (disable)

PERIODIC TRIP DAY OF MONTH 1

EHT MAX ENGINE SET SPEED (RPM)

2100 rpm

EHT MIN ENGINE SET SPEED (RPM) 700 rpm

EHT VEHICLE SPEED RANGE LIMIT (MPH) 10 mph

EHT RAMP RATE (RPM/Sec)

EHT SINGLE SPEED CONTROL ACTIVATION Omit

EHT SINGLE SPEED CONTROL SET SPEED (RPM) 0000 rpm

EHT JUMP-TO-MIN SET SPEED Omit

EHT HOLD TO NEAREST RPM 50 rpm

EHT ACCEL-DECEL BUMP-UP RPM 50 rpm

Description

EHT ACCEL-DECEL BUMP-DOWN RPM 50 rpm
ENGINE PROTECTION - OIL PRESSURE SHUTDOWN Furnish
ENGINE PROTECTION - COOLANT LEVEL SHUTDOWN Omit
ENGINE PROTECTION - COOLANT TEMP SHUTDOWN Furnish
ENGINE PROTECTION - ENGINE OIL TEMP SHUTDOWN Furnish
ENGINE PROTECTION TRANS OIL TEMP SHUTDOWN Furnish
ALLOW FAN OVERRIDE WHEN PARKED Omit
FAN ACTIVATION WITH PTO Omit
GOVERNOR SETTINGS FOR USE WITH AUTOMATIC TRANSMISSIONS
GOVERNOR TYPE Min-Max Governor
ENGINE HIGH IDLE SPEED IF STOPPED 0000
VEHICLE ACCELERATION LIMITING FEATURE Disable
REDUCED ENGINE RPM RANGE IN UPPER GEARS FEATURE Disable
ENGINE RPM LIMIT IN UPPER GEARS 0000
1st TRANS RATIO FOR REDUCED HIGH IDLE 0000
LAST TRANS RATIO FOR FULL HIGH IDLE 0000
ENGINE LOW IDLE SET SPEED (RPM) 650 rpm
DRIVER LOW IDLE ADJUST FEATURE ACTIVATION Omit
SMART IDLE FEATURE ACTIVATION Omit
SMART IDLE ELEVATED IDLE RPM TIME (MINS) 10
IDLE S/D ABS TAMPER CHECK Omit
IDLE COOLDOWN FEATURE ACTIVATION Omit
IDLE SHUTDOWN FEATURE ACTIVATION Omit
IDLE SHUTDOWN TIME (MINS) 10
IDLE SHUTDOWN WARNING TIME (SECS) 30
IDLE SHUTDOWN WARM-UP TEMPERATURE (DEG F) 100
IDLE SHUTDOWN WARM-UP TIMER (MINS) 5
IDLE S/D OVERRIDE W/EHT Omit
IDLE S/D OVERRIDE W/PTO Furnish
IDLE S/D OVERRIDE W/ENGINE LOAD Furnish
IDLE S/D OVERRIDE % ENGINE LOAD THRESHOLD 20
IDLE S/D CONTROL W/O Idle Shutdown
IDLE S/D OVERRIDE LOWER TEMP. THRESHOLD (DEG F) 60
IDLE S/D OVERRIDE UPPER TEMP. THRESHOLD (DEG F) 80
MAINTENANCE MONITOR FEATURE ACTIVATION Furnish
MAINTENANCE MONITOR OEM DEFAULT INTERVALS MP Vocational
MAINTENANCE DUE WARNING PERCENT 90
PTO 1 MAX ENGINE SET SPEED (RPM) 2100 rpm
PTO 1 MIN ENGINE SET SPEED (RPM) 600 rpm
PTO 1 VEHICLE SPEED RANGE LIMIT (MPH) 10 mph
PTO 1 RAMP RATE (RPM/Sec) 100
PTO 1 SINGLE SPEED CONTROL ACTIVATION Omit
PTO 1 SINGLE SPEED CONTROL SET SPEED (RPM) 1000 rpm
PTO 1 SINGLE SPEED CONTROL AUTOSET Omit
PTO 1 JUMP-TO-MIN SET SPEED Omit
PTO 1 VEHICLE LIMITING SPEED (MPH) 60 mph

Description

PTO 1 HOLD TO NEAREST RPM 50 rpm
PTO 1 ACCEL-DECEL BUMP-UP RPM 50 rpm
PTO 1 ACCEL-DECEL BUMP-DOWN RPM 50 rpm
PTO 2 MAX ENGINE SET SPEED (RPM) 2100 rpm
PTO 2 MIN ENGINE SET SPEED (RPM) 600 rpm
PTO 2 VEHICLE SPEED RANGE LIMIT (MPH) 10 mph
PTO 2 RAMP RATE (RPM/Sec) 100
PTO 2 SINGLE SPEED CONTROL ACTIVATION Omit
PTO 2 SINGLE SPEED CONTROL SET SPEED (RPM) 1000 rpm
PTO 2 SINGLE SPEED CONTROL AUTOSET Omit
PTO 2 JUMP-TO-MIN SET SPEED Omit
PTO 2 VEHICLE LIMITING SPEED (MPH) 60 mph
PTO 2 HOLD TO NEAREST RPM 50 rpm
PTO 2 ACCEL-DECEL BUMP-UP RPM
PTO 2 ACCEL-DECEL BUMP-DOWN RPM 50 rpm
SPEED SENSOR TAMPER DETECTION SYSTEM ACTIVATION Furnish
SPEED SENSOR TAMPER DETECTION TORQUE LIMIT (%) 50

DEALER INFORMATION

ENGINE WARRANTY, 2YR/250,000 MILES ENGINE WARRANTY US10
PILOT INSPECTION, WITHOUT PILOT INSPECTION
FLORIDA SHERIFFS ASSOCIATION MUNICIPAL BID PRICING
MUNICIPAL WARRANTY PACKAGE
FLORIDA SHERIFFS ASSOCIATION 14-12-0904 #15
STANDARD SHIPPING INSTRUCTIONS

PERFORMANCE/GRAPHICS/TECH DATA

OVERWIDTH STATEMENT, OVERALL WIDTH EXCEEDS 96"

McNeilus Model 4029: Atlantic 40 yd Front Loader (FE)

Quote Number: 0BC201411211405 Rev: 0

Printed: 1/9/2015

To:

Nextran Truck Center - Riviera Beach
 7151 Industrial Drive South
 Riviera Beach, FL 33404 USA
 Attn: Dave Gluckler

Unit Price:	\$ 94,350
Federal Excise Tax:	\$ -
Freight:	\$ 4,155
Total Unit Price:	\$ 98,505
Quantity:	1
Extended Price:	\$ 98,505 ✓

Delivery Point:

Nextran Truck Center - Riviera Beach
 7151 Industrial Drive South
 Riviera Beach, FL 33404
 USA

- | | | |
|--|--|---|
| Standard Equipment:
Commercial Intertech Pump and Valves
D.O.T. Reflective Tape
Tailgate Safety Prop | Body Access Door
Auto Pak
Aeroquip Hoses | Excalibre Packing Cylinders
Front Mesh Screen
L.E.D. Lights |
|--|--|---|

Options Included in Price:

- Add Top Spot Mirror, Streetside
- Center Stop Light
- Fire Extinguisher in Cab, 5 lb.
- Fire Extinguisher, 20 lb., Body Mounted, Streetside
- Hopper Lights, Two (2), Hopper Wall & Under Canopy
- Hydraulic Fill Through Filter
- Monitor Mount Center Overhead
- Plastic Quarter Fenders, Front
- Safety Triangle Kit in Cab
- Service Lift
- Smart Lights (4), 4" on Tailgate
- SSV Extreme, 7" Color, 4 port, 4 Cameras
- Toolbox, 18Hx24Wx18D, Steel
- Washout Tank, Steel, 40 gallon
- One Year Body Warranty
- Two Year Cylinder Warranty

Quantity Discount
 Pricing includes all applicable discounts for quantity quoted. Change of quantity ordered may result in revision of price.

Freight Charges
 Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery. Shipping arrangements (when applicable) are made for the convenience of the customer. Seller assumes no responsibility for the equipment in transport.

Specifications
 All specifications are subject to change without notice. Several factors beyond the control of the chassis OEM or McNeilus may result in the substitution of components of equal or greater quality.

Special Options
 Special options are subject to Engineering application approval.

Taxes
 No state or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the purchaser.

Terms & Conditions
 This quotation assumes and is subject to the standard terms and conditions of London Machinery, McNeilus Truck and Manufacturing Co. and Oshkosh Corporation, including limitations of warranty.

Payment Terms
 Due upon receipt.

OPTIONAL ITEM:

- 3 YEAR CYLINDER WARRANTY - \$2,440.00
- 4 YEAR CYLINDER WARRANTY - \$3,713.00
- 5 YEAR CYLINDER WARRANTY - \$5,517.00 ✓

Chassis: CT - Mack MRU (Provided By Customer)

This quotation is valid until 02/06/2015. Any order is contingent upon acceptance by McNeilus Companies, Inc.
 By signing and returning this document, you are indicating that you have read and approved the above specification.

 Date(s) chassis will arrive at McNeilus

 Authorized Signature

 Date



SOUTHERN SEWER EQUIPMENT SALES

3409 Industrial 27th St. • Ft. Pierce, FL 34946
(772) 595-9171 FAX • 1-800-782-4134 • (772) 595-6940

"A Certified MBE Woman Owned Business"

Mr. David Gluckler
Nextran Truck Center
7151 Industrial Dr. S
Riviera Beach, FL 33404
Via email: dgluckler@nextrancorp.com

December 8, 2014

Dear David:

Southern Sewer Equipment Sales is pleased to announce the opportunity for the Town of Lake Park to purchase a New Way Mammoth 40 yard front loader refuse body mounted on your suitable chassis off the Florida Sheriffs Contract. Please review the attached equipment list.

New Way Mammoth 40 yard front loader body price <i>(includes FL Sheriffs fees)</i> :.....	\$84,232.04
Town of Lake Park Option Package <i>(includes FL Sheriffs fees)</i> :.....	\$9,592.41
Total:	\$93,824.45

The Town may consider the following additional options *(includes FL Sheriffs fees)*:

5 year Cylinder Warranty, includes required Nitrite Pack Cylinders.....	\$5,025.41
Lubecore Automated Lubrication System.....	\$4,410.84

Price does include delivery to any Florida municipality.

Please submit chassis specifications for approval before ordering. The chassis will need to be drop shipped to 101 State Street, Scranton, Iowa 51462. Delivery should be approximately 12-16 weeks AROC.

Minimum Chassis Requirements:

208-210" Wheelbase
64,000 lb GVWR: 20,000 lb Front Axle, 44,000 lb Rear Axles
Front End PTO for New Way to install Muucie MLS Gear Pump
Automatic Transmission

Please feel free to contact Joey Westberry at (772) 834-8201, if you have any questions.

Sincerely,

Jenny Mitchem
Executive Sales Coordinator

EQUIPMENT LIST
TOWN OF LAKE PARK
December 8, 2014



Model shown with additional options

Base 40 Yard Mammoth unit includes the following options:

28 Cubic Yard Body Capacity
12 Cubic Yard Hopper Capacity
Eject Dump Option
Air Joystick Control
Front Mount Muncie MLS Gear Pump
Auto Lock Tailgate
Curved Shell Body
Sliding Hopper Cover
Body Side Ladder
50 Gallon Sump
Side Access Clean Out Doors and Sump
Automatic Packer
Pack on the Go
Rear Vision Camera System, Dual Cameras
ICC Lights and Reflectors
Halogen Mid Body Back Up Lights
Halogen Work Lights: 2 in Hopper, 1 on Canopy
Strobe Light Package, Mounted Upper Tailgate
LED Body Lights
Acrylic Urethane Enamel Color Paint
Steel Tool Box 18x18x24
20 lb. Fire Extinguisher
Triangle Kit
1 Year Body and Hydraulic Warranty
2 Year Cylinder Warranty

Town of Lake Park Option Package:

Service Hoist
Shovel/Broom Rack
Upgrade to Steel Tool Box 18x18x36
50 Gallon Container Washout Tank
Three Camera System: Front Camera (recording), Hopper Camera, Rear Camera
Mid Body Back Up Lights
LED Work Lights: 2 in Hopper, 1 on Canopy
Pressure Line Filter



THE WHEELS ARE ALWAYS TURNING

QUOTATION

Prepared For:
BIDDERS
Florida Sheriffs Association

Ship To:
Florida Truck Dealer

Prepared By:
Sunbelt Waste Equipment
Tampa Crane
Ingram Equipment

QUOTE REFERENCE NUMBER	ISSUE DATE	VALID FOR	EST. DELIVERY FROM RECEIPT OF ORDER	SUBMITTED BY	SHIPPED VIA	FOB POINT	TERMS
FEL- FSA 2015	10-1-2014	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
Lights: Hopper Work Light with in Cab Switch
Lights: Body Side Backing Assist Lights with in Cab Switch, Reverse Activated
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	
Base Unit	\$99,147.00
Mouthwash Tank	\$1880.00
Peterson Smart Lights and all LED Body lights	\$1,220.00

Total \$102,247.00

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@sunbellwaste.com

Andy Solo
Tampa Crane
5701 North 50th St.
Tampa, FL 33687
813-246-5510
813-323-2585 Cell
andrewsolo@msn.com

Joe King
Ingram Equipment
11 Monroe Dr.
Pelham, AL 35124
205-663-3946
JKing@IngramEquipment.net

RESOLUTION NO. 13-05-15

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK, FLORIDA
AUTHORIZING AND DIRECTING THE MAYOR TO
EXECUTE A GOVERNMENT OBLIGATION
CONTRACT WITH STATE BANK TO FINANCE
THE ACQUISITION OF TWO SANITATION
VEHICLES; AND PROVIDING AN EFFECTIVE
DATE.**

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

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

WHEREAS, the Town solicited proposals to purchase one, 2016 Mack MRU613 front loader sanitation vehicle and one, 2016 Mack LEU613 side loader sanitation vehicle; 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 Town staff recommends the award of the bid from Nextran Truck Center for one, 2016 Mack side loader and one, Mack front loader sanitation vehicle.

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 Mayor is hereby authorized and directed to execute the Government Obligation Contract, attached hereto and incorporated herein as **Exhibit "A"**.

Section 3. This Resolution shall be effective upon adoption.

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. **Government Obligation Contract**
 - ◆ An authorized individual that is with the Obligor should sign on the first space provided.
2. **Exhibit A – Description of Equipment**
 - ◆ Review equipment description. Complete serial number/VIN if applicable.
 - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
 - ◆ Sign and print name and title
4. **Exhibit C - Certificate of Acceptance**
 - ◆ Sign and print name and title
5. **Exhibit D - Obligor Resolution**
 - ◆ Type in the date of the meeting in which the purchase was approved.
 - ◆ Print or type the name and title of the individual(s) who is authorized to execute the Contract.
 - ◆ The secretary, chairman or other authorized board member of the Obligor must sign the Resolution where indicated.
 - ◆ A second authorized individual that is with the Obligor should attest the Resolution where indicated.
6. **Exhibit E - Bank Qualified Certificate**
 - ◆ Sign and print name and title
7. **Insurance Requirements**
 - ◆ Complete insurance company contact information where indicated.
8. **Debit Authorization – (Required)**
 - ◆ Complete form and attach a voided check
9. **8038G IRS Form**
 - ◆ Please read 8038 Review Form
 - ◆ In Box 2, type Employer Identification Number
 - ◆ Sign and print name and title

II. Additional Documentation Required

1. Insurance Certificate as stated on the Insurance Requirements Form
2. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
3. Front and back copies of MSO or title listing "KS StateBank AOIA" as first lien holder

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by May 23, 2015, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

All documentation should be returned to:

KS StateBank
1680 Charles Place
Manhattan, Kansas 66502

GOVERNMENT OBLIGATION CONTRACT

Obligor

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

Obligee

KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of November 8, 2015

This Government Obligation Contract dated as of the date listed above is between Obligor and Obligee listed directly above. Obligor desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligee desires to have Obligor finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligor all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligor prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligor and Obligee mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligee agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligor or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligor shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligor hereunder have been received, Obligor will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 Contract Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Oblige then Oblige will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Oblige as provided herein and conveyed to Oblige or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Oblige as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Oblige as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Oblige as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Oblige, then Obligor shall have the right to obtain and enforce a judgment against Obligor in an amount not less than the sum of all Contract Payments then due plus the then applicable Purchase Option Price.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Oblige with a Certificate of Insurance which lists the Oblige and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Oblige in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Oblige from liability and property damage in any form and amount satisfactory to Oblige.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Oblige with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Oblige and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Oblige or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Oblige or its assignees. Obligor shall furnish to Oblige certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Oblige, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Oblige, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Oblige.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Indemnification. Obligor hereby assumes responsibility for and agrees to reimburse Oblige for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Oblige that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Oblige in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Oblige such documents as Oblige may request to evidence the passage of legal title to the Equipment to Oblige and Obligor will peaceably surrender possession of the Equipment to Oblige.

VII. Assignment

Section 7.01 Assignment by Oblige. All of Oblige's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Oblige at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Oblige or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment, Sale or Transfer by Obligor. None of Obligor's right, title and interest under this Contract and/or in the Equipment may be assigned, sold or transferred by Obligor unless Oblige approves of such assignment, sale or transfer in writing before such assignment, sale or transfer occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment, sale or transfer will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Oblige shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Oblige is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Oblige or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Oblige deems necessary or appropriate to protect Oblige's interest in the Equipment and in this Contract. Obligor shall allow Oblige to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligees that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligees may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligees, unless Obligees agrees in writing to an extension of time. Obligees will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligees under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligees.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligees shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligees may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligees may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligees as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligees may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligees has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligees may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights, including but not limited to all rights listed in Section 4.01. Obligor shall be responsible to Obligees for all costs incurred by Obligees in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligees is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any Additional Collateral and all required documentation to evidence transfer of title from Obligor to the Obligees in the event of a default or a non-appropriation by delivering the Equipment and any Additional Collateral to the Obligees to a location accessible by common carrier and designated by Obligees. In the case that any of the Equipment and any Additional Collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligees all tangible items constituting such software. At Obligees's request, Obligor shall also certify in a form acceptable to Obligees that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligees and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any Additional Collateral shall be delivered to the location designated by the Obligees by a common carrier unless the Obligees agrees in writing that a common carrier is not needed. When the Equipment and any Additional Collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligees's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any Additional Collateral or its component parts from the Obligor's property all without liability to the Obligees. Obligor shall pack or crate the Equipment and any Additional Collateral and all of the component parts of the Equipment and any Additional Collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligees the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral.
- (c) Condition: When the Equipment is surrendered to the Obligees it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligees to sell or lease it to a third party and be free of all liens. If Obligees reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligees may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligees for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligees, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligees. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligees shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligees or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligees's satisfaction, and Obligees has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligees and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligees and Obligor. Furthermore, Obligees reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligees for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Town of Lake Park, Florida

KS StateBank

Signature

Printed Name and Title

Signature

Marsha Jarvis, Senior Vice President

Printed Name and Title

EXHIBIT A
DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of November 8, 2015, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) 2016 Mack LEU613 Side Loader Truck

Physical Address of Equipment after Delivery : 650 Old Dixie Hwy, Lake Park, FL 33403

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of November 8, 2015, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) 2016 Mack MRU613 Front Loader Truck

Physical Address of Equipment after Delivery : 650 Old Dixie Hwy, Lake Park, FL 33403

EXHIBIT B
PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of November 8, 2015, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

Date of First Payment:	January 8, 2016
Original Balance:	\$255,628.62
Total Number of Payments:	Five (5)
Number of Payments Per Year:	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	08-Jan-16	\$54,031.50	\$1,130.52	\$52,900.98	\$205,537.74
2	08-Jan-17	\$54,031.50	\$5,291.19	\$48,740.31	\$155,699.21
3	08-Jan-18	\$54,031.50	\$4,019.07	\$50,012.43	\$104,843.97
4	08-Jan-19	\$54,031.50	\$2,713.75	\$51,317.75	\$52,951.29
5	08-Jan-20	\$54,031.50	\$1,374.35	\$52,657.15	\$0.00

Town of Lake Park, Florida

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT B
PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of November 8, 2015, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

Date of First Payment: January 8, 2016
 Original Balance: \$247,916.47
 Total Number of Payments: Five (5)
 Number of Payments Per Year: One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	08-Jan-16	\$52,401.40	\$1,096.41	\$51,304.99	\$199,336.79
2	08-Jan-17	\$52,401.40	\$5,131.55	\$47,269.85	\$151,001.86
3	08-Jan-18	\$52,401.40	\$3,897.81	\$48,503.59	\$101,680.90
4	08-Jan-19	\$52,401.40	\$2,631.87	\$49,769.53	\$51,353.79
5	08-Jan-20	\$52,401.40	\$1,332.89	\$51,068.51	\$0.00

Town of Lake Park, Florida

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C
CERTIFICATE OF ACCEPTANCE

RE: Government Obligation Contract dated as of November 8, 2015, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the Governing Body of Obligor to sign this Certificate of Acceptance with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Obligor's specifications.
2. Obligor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
4. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
7. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : Sanitation Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

Town of Lake Park, Florida

Signature

Printed Name and Title

EXHIBIT D
OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of November 8, 2015, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

- 1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of November 8, 2015, between Town of Lake Park, Florida (Obligor) and KS StateBank (Obligee).
- 2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____
(Printed or Printed Name and Title of individual(s) authorized to execute the Contract)

- 3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: _____
(Printed Name and Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: _____
(Printed Name of individual who signed directly above)

EXHIBIT E

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of November 8, 2015, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Town of Lake Park, Florida

Signature

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:	Certificate Holder:
Town of Lake Park, Florida	KS StateBank
535 Park Avenue	1010 Westloop, P.O. Box 69
Lake Park, Florida 33403	Manhattan, Kansas 66505-0069

1. Equipment Description

- ◆ One (1) 2016 Mack LEU613 Side Loader Truck
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Deductible

- ◆ The deductible amounts on the insurance policy should not exceed \$10,000.00.

3. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$255,628.62.

4. Liability

- ◆ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.

5. Additional Insured and Loss Payee

- ◆ KS StateBank and/or Its Assigns MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to:

Fax: (785) 587-4016

or

Email: eevans@ksstatebank.com

Please complete the information below and return this form along with the Contract.

Town of Lake Park, Florida

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

REQUIRED

*By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinstate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3347888	Payment Amount \$54,031.50	Frequency of Payments Annual
Beginning _____ Month Year	Day of Month 5th	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account Checking Savings

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract Town of Lake Park, Florida	
Signature	Printed Name and Title
Tax ID Number 59-6000355	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

<p align="center">USA Patriot Act</p> <p>USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.</p>

REQUIRED

*By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinstate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3347889	Payment Amount \$52,401.40	Frequency of Payments Annual
Beginning _____ Month Year	Day of Month 5th	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account Checking Savings

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract Town of Lake Park, Florida	
Signature	Printed Name and Title
Tax ID Number 59-6000355	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

<p align="center">USA Patriot Act</p> <p>USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.</p>

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Obligations

Department of the Treasury
Internal Revenue Service

Under Internal Revenue Code section 149(e)
See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Town of Lake Park, Florida		2 Issuer's employer identification number (EIN) 59-6000355	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 535 Park Avenue		Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Lake Park, Florida 33403		7 Date of issue 11/08/2015	
8 Name of issue Government Obligation Contract		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Bambi Turner, Interim Town Manager		10b Telephone number of officer or other employee shown on 10a (561) 881-3300	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe One (1) 2016 Mack LEU613 Side Loader Truck		18	257,063 23
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	01/08/2020	\$ 257,063.23	\$ N/A	4.170 years	2.610 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest		22	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)		29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input checked="" type="checkbox"/>			
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>			
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>			
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>			
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>			
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement. ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	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. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ ▶	▶ _____ ▶		
	Signature of issuer's authorized representative		Date	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Type or print name and title
	H. Evan Howe	<i>H. Evan Howe</i> <small>Digitally signed by H. Evan Howe Date: 2015.04.20 14:45:28 -0500</small>	04/20/2015	Check <input type="checkbox"/> if self-employed PTIN P01438994
	Firm's Name ▶	Baystone Financial LLC	Firm's EIN ▶	48-1223987
	Firm's Address ▶	12980 Metcalf, Suite 310, Overland Park, KS 66213	Phone no.	(800) 752-3562

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Town of Lake Park, Florida		2 Issuer's employer identification number (EIN) 59-6000355	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 535 Park Avenue	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Lake Park, Florida 33403		7 Date of issue 11/08/2015	
8 Name of issue Government Obligation Contract		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶ <u>One (1) 2016 Mack MRU613 Front Loader Truck</u>	18	248,536	26
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	01/08/2020	\$ 248,536.26	\$ N/A	4.170 years	2.610 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ _____ years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ _____ years

33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶ _____

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input checked="" type="checkbox"/>			
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>			
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>			
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>			
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>			
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement. ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	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. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	▶ _____ ▶	▶ _____ ▶			
	Signature of issuer's authorized representative		Date		Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	H. Evan Howe	<i>H. Evan Howe</i> <small>Digitally signed by H. Evan Howe Date: 2015.03.25 16:06:48 -0500'</small>	03/25/2015		P01438994
	Firm's Name ▶ Baystone Financial LLC			Firm's EIN ▶ 48-1223987	
	Firm's Address ▶ 5350 College Blvd., Overland Park, KS 66211			Phone no. (800) 752-3562	

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 6, 2015

Agenda Item No. 9

Agenda Title: Kiwanis of Lake Park Proposed 3 on 3 Co-ed Basketball Tournament

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

Approved by Town Manager *Kathleen Carroll Walters* Date: 4/29/2015
Kathleen Carroll Walters

Kathleen Carroll Walters/Recreation Manager
 Name/Title

Originating Department: Parks & recreation Department	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • Flyer • Lake Park Youth Program Registration Form
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>KCW</u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:
 Kiwanis of Lake Park is offering to host a Co-ed 3 on 3 basketball tournament for children in grades 4 through 8. The divisions will be; "Elementary Division", grades 4 and 5 to be played at the Lake Park Bethlehem Haitian Baptist Church and the "Middle School Division" grades 6 through 8 to be held at the Bert Bostrom ball park basketball courts commencing at 10:30 a.m. on Saturday, June 6, 2015.

This one day event is an outreach to the youth of Lake Park with the intention of creating a family-like atmosphere through organized recreational basketball games and a future plan to develop a recreational league for all age groups.

A number of community organizations; Kiwanis of Lake Park, Club 100 Charities and the Lake Park Bethlehem Haitian Church have joined forces to offer our local children the first of many future programs and activities.

The Town of Lake Park Youth Program Registration Forms (Recreation Department) will be available at the following locations:

Lake Park Library (529 Park Avenue, Lake Park)

Bethlehem Haitian Baptist Church (425 Crescent Drive, Lake Park)

from Thursday, May 7th through Tuesday, May 26, 2015. Registration forms shall be turned in at the; Lake Park Library and/or the

Bethlehem Haitian Church and will be turned in as a team (**4 players per team**) not as individuals.

****Copy of report card is required to confirm grade level****

Recommended Motion: I move to approve of the use of Bert Bostrom Park for the Middle School Division during the 1st Annual Lake Park Co-Ed 3 on 3 Basketball Tournament.



1st Annual Lake Park Co-ed 3 on 3 Basketball Tournament



Date: June 6th 2015 / Start time for games 10:30 a.m.

Single Elimination Tournament

2 Divisions (Max amount of 24 teams per division)

“Elementary School Division”

(4th & 5th Grade Combo)

Location Site: Bethlehem Haitian Baptist Church Basketball Courts
(425 Crescent Dr. Lake Park)

&

“Middle School Division”

(6th, 7th, & 8th Grade Combo)

Location Site: 7th Street Baseball Fields / Basketball Courts
(311 7th Street. Lake Park)

Sign up and drop off forms at these locations:

Lake Park Library (529 Park Ave. Lake Park)

&

Bethlehem Haitian Baptist Church (425 Crescent Dr. Lake Park)

All individual signup forms are to be turned in together as a team (3 -4 players per team) not individually

****** Copy of Report Card is required for signup to confirm grade level ******

Deadline for Signups: Tues. May 26th 2015 / NO COST AT ALL TO JOIN!!!



Contact Information

Roger Michaud (President: Lake Park Kiwanis Club) /561-512-3914
Kathleen Carroll (Recreation Director: Town of Lake Park) / 561-881-3338
Ellen Lowe (Afterschool Program/Club 100 Charities) / 561-863-0052
Steve Reloir (Haitian Church/Recreation) 561-352-8710



The Lake Park Co-ed 3 on 3 Basketball Tournament is hosted by the Kiwanis Club of Lake Park & Club 100 Charities and serves as an outreach to the Lake Park Community



Department of Parks and Recreation Youth Program Registration Form

One Form Per Child * Please Print Clearly * Return this Form

ATHLETICS PROGRAM: _____ DATE: _____

Child's Name: _____

First Middle Last

Child's Home Address: _____

Street City Zip Code

Date of Birth: / / Age: Sex: M F School Enrolled: Grade:

PARTICIPANT CONTACT INFORMATION

Mother's Name: _____ Email: _____

Home (____)____-____ Work (____)____-____ Cell (____)____-____

Father's Name: _____ Email: _____

Home (____)____-____ Work (____)____-____ Cell (____)____-____

EMERGENCY CONTACTS

1.Name: _____ Relationship: _____ Phone: _____

2.Name: _____ Relationship: _____ Phone: _____

Is anyone other than the undersigned Parent or Guardian authorized to pick up the child? Yes ___ No ___

If yes, please identify authorized person: Name: _____

Relationship: _____ Contact Phone Number: (____)____-____

MEDICAL INFORMATION: Medications: _____

Allergies: _____

I hereby declare that I am the parent/guardian of _____ and give my consent for his/her participation in all activities of the Town of Lake Park's Parks and Recreation Program. In consideration of my child being permitted to participate in this program, I hereby release, waive and discharge the Town of Lake Park, its elected and appointed officials, agents, employees and volunteers from all liability for all injury, loss or damage, and any claim of damage to the person or property of my child during his/her participation. It is understood that my child may be photographed during the course of this program and the photographs may be used in official Town of Lake Park publications, websites and media forums. It is further understood that any false information provided for in this registration form will be cause for immediate termination based on participation safety and ratios. A service fee of \$20 per participant will be charged if cancellation of your registration is made. The service fee will be deducted from your refund. No refunds will be made after the first class. One day programs will not be refunded.

X _____

Signature of Parent/Guardian

Date

The Town of Lake Park Department of Recreation's services are for everyone. In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of special accommodations to participate in this program shall, within three business days prior to the date of the event, contact the Lake Park Department of Parks and Recreation at (561) 881-3338 or 311 7th Street Lake Park, FL 33403.

OFFICE USE: Payment Receipt # _____ Date: / / Check #: _____ Credit: ___ Paid: \$ _____ Staff Initials: _____

Town of Lake Park * 600 Lake Shore Drive * Lake Park, FL 33403 * 561-881-3338 (Phone) * 561-881-3340 (Fax)



Department of Parks and Recreation Adult Program Registration Form

One Form Per Person * Please Print Clearly * Return this Form

ATHLETICS PROGRAM: _____ **DATE :** _____

Participant's Name: _____

First Middle Last

Home Address: _____

Street City Zip Code

Date of Birth: ___/___/___ Age: ___ Sex: M ___ F ___

PARTICIPANT CONTACT INFORMATION

Email: _____

Home (____)____-____ Work (____)____-____ Cell (____)____-____

EMERGENCY CONTACTS

1.Name: _____ Relationship: _____ Phone: _____

2.Name: _____ Relationship: _____ Phone: _____

MEDICAL INFORMATION: Medications: _____

Allergies: _____

In consideration of being permitted to participate in this program, I hereby release, waive and discharge the Town of Lake Park, its elected and appointed officials, agents, employees and volunteers from all liability for all injury, loss or damage, and any claim of damage to my person or property during my participation. It is understood that I may be photographed during the course of this program and the photographs may be used in official Town of Lake Park publications, websites and media forums. It is further understood that any false information provided for in this registration form will be cause for immediate termination based on participation safety and ratios. A service fee of \$20 per participant will be charged if cancellation of my registration is made. The service fee will be deducted from my refund. No refunds will be made after the first class. One day programs will not be refunded.

X _____

Signature

Date

The Town of Lake Park Department of Recreation's services are for everyone. In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of special accommodations to participate in this program shall, within three business days prior to the date of the event, contact the Lake Park Department of Parks and Recreation at (561) 881-3338 or 311 7th Street Lake Park, FL 33403.

OFFICE USE: Payment Receipt # _____ Date: ___/___/___ Check #: _____ Credit: ___ Paid: \$ _____ Staff Initials: _____

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 6, 2015

Agenda Item No. 10

Agenda Title: Murals/Public Art on Private Property Discussion.

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE
- RESOLUTION
- OTHER – DISCUSSION ITEM**

Approved by Town Manager *Paul McKelvey* **Date:** *4/28/2015*
Nadia Di Tommaso

Nadia Di Tommaso / Community Development Director *ND*
Name/Title

Originating Department: Community Development	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: → Murals/Public Art on Private Property sample Ordinances (West Palm Beach, FL; Miami, FL; Toledo, OH; Los Angeles, CA)
Advertised: Date: N/A 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>ND</u> Please initial one.

Summary Explanation/Background:

Towards the end of 2014, the Town Commission expressed interest in exploring murals/public art on private property code provisions. Currently, the Town does not regulate murals/public art on private property, but for murals/public art that are installed as business signage, and provides for the following:

Sec. 70-103. - Permitted signs. (regulated through a signage permit)

- 5. Commercial/nonresidential signage.
 - (a) Wall-mounted signs in commercial and mixed commercial and light industrial districts.
 - (7) Wall signs may be painted directly onto the building provided it meets the following standards:
 - a. The sign shall be painted by a professional sign painter.
 - b. A full color rendition of the painted sign must be approved by the community development director prior to issuance of the permit.
 - c. The sign must contain a logo or other graphic elements in addition to the name and address and shall be in proportion to the existing/available sign space and harmonious in design.

The purpose of this agenda item is to allow the Town Commission to review some sample Ordinances in an attempt to possibly direct staff to move forward with Code provisions for murals/public art on private property that are general in nature and not associated with business signage. Some components to consider in the discussion would be:

- (1) Location. Will there be any limitations on where the murals/public art can be installed? Distance separation requirements from residential zoning districts? Provisions for mixed-use buildings?
- (2) Application Requirements. Will it be administrative, or require Town Commission (or other board) approval and if so, will it be subject to noticing requirements? Permit fee?
- (3) What types of artwork are acceptable? (sculptures; murals; portable paintings; painted furnishings or fixtures - example, fences/gates, railings, lighting, street lights; etc.). Any exclusions?
- (4) Size limitations for murals and freestanding public art. Will the incorporation of electrical components or moving parts be allowed?
- (5) Maintenance and Enforcement Requirements.

Recommended Motion: Not Applicable – Discussion item only in order to provide staff with direction.

[West Palm Beach, FL]

Sec. 94-410. - Murals.

- (a) A mural may be located anywhere in the city provided it is first approved by permit issued by the city building official in accordance with the procedures and criteria listed in this section.
- (b) An application for a mural permit shall be filed with the city building and zoning department and shall include:
- (1) The name of the artist;
 - (2) Examples of previous works done by the artist with references;
 - (3) Description of the materials to comprise the mural and manner of application;
 - (4) A statement regarding the durability of the materials considering the location and positioning of the mural; and
 - (5) Plans and specification for the proposed mural including an exact picture, graphic or other description.
- (c) Not less than 15 or more than 30 days after submittal of a complete application, the city art in public places committee shall meet and review the application. The art in public places committee shall recommend to the city building official that a mural permit be issued upon a finding that:
- (1) The mural will enhance the aesthetic beauty of the area of its proposed location;
 - (2) The artist is capable of completing the work in accordance with the plans and specification;
 - (3) The information regarding durability and expected maintenance requirements is accurate; and
 - (4) The materials to be used and the manner of application will not require excessive maintenance by its owner.
- (d) In making its determination, the art in public places committee may consider evidence of property values and the opinions of the owners and occupants of affected properties. Absent favorable findings as required hereby, the art in public places committee shall recommend that a mural permit not be issued by the city building official.
- (e) Upon a favorable recommendation of the art in public places committee, the city building official shall review the application materials and the information received by the committee and shall, upon a determination that the application materials are complete and accurate and the findings of the committee reasonable, issue a mural permit. Absent such a determination, the building official shall deny the application. Upon an unfavorable recommendation of the art in public places committee, the city building official shall not issue a mural permit.
- (f) Within 15 days of the meeting of the art in public places committee, the building official shall decide whether or not a mural permit shall be issued. Any person aggrieved by the decision of the building official may appeal such decision within 15 days thereof to the city commission which shall apply the standards set forth in this section in reviewing the decision of the building official. The city commission may affirm, reverse or reverse with modifications the decision of the building official. The decision of the city commission shall be final.

(Code 1979, § 33-159)

ARTICLE V. - ART IN PUBLIC PLACES

FOOTNOTE(S):

--- (2) ---

Editor's note— Ord. No. 4504-14, § 1, adopted Mar. 31, 2014, amended Art. V to read as herein set out. Former Art. V, §§ 78-121—78-124, pertained to similar subject matter, and derived from Code 1979, §§ 26-151—26-154; and Ord. No. 4411-12, § 1, adopted Nov. 13, 2012.

Sec. 78-121. - Definitions.

Unless qualified in the text, the following definitions shall apply to this article:

Art, artwork or work of art means the application of skill and taste by an artist in the creation of original or unique tangible objects according to aesthetic principles, including, but not limited to, paintings, sculpture, engravings, carvings, frescos, stained glass and glass work, mosaics, mobiles, murals, collages, mosaics, statues, bas reliefs, tapestries, photographs, video projections, drawings, fountains, landscape design, artifacts of historical or cultural significance, monuments erected to commemorate a person or event, functional furnishings such as artist-designed seating.

Artwork may include, but is not limited to:

- (1) Sculpture: Freestanding, wall supported or suspended; kinetic, electronic; in any material or combination of materials.
- (2) Murals or portable paintings: in any material or variety of materials.
- (3) Fiberworks, neon, glass, mosaics, photographs, prints, calligraphy, earthworks, any combination of forms of media, including: light, sound, literary elements, film, holographic images, and video systems; hybrids of any media and new genres.
- (4) Furnishings or fixtures, including, but not limited to: gates, railings, lighting, street lights, signage, seating, if created by artists as unique elements or limited editions.
- (5) Artistic or aesthetic elements of the overall architecture or landscape design if created by a professional artist or a design team that includes a professional visual artist.
- (6) Temporary artwork or installations, that serve the purpose of providing community and educational outreach.
- (7) The incremental costs of infrastructure elements, such as soundwalls, utility structures, roadway elements, and other items if designed by an artist as a co-designer.

Ineligible artwork: The following shall not be considered artwork:

- (1) Art objects which are mass produced or of standard manufacture, such as playground equipment, fountains or statuary elements, unless incorporated into an artwork by an artist.
- (2) Reproductions, by mechanical or other means, of original artwork, except in the cases of film, video, photography, printmaking, or other media arts.
- (3) Decorative, ornamental, architectural, or functional elements which are designed by the building architect, as opposed to elements created by an artist commissioned for that purpose.

- (4) Landscape architecture and landscape gardening except where these elements are designed by a professional visual artist and/or are an integral part of the artwork by the artist.
- (5) Services or utilities necessary to operate and maintain an artwork over time.
- (6) Art or artwork that does not comply with the AIPP master plan.

Artist means a practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent and ability. Indications of a person's status as a professional artist include, but are not limited to, income realized through the sole commission of artwork, frequent or consistent art exhibitions, placement of artwork in public institutions or museums, receipt of honors and awards, and training in the arts.

Maintenance means ordinary repairs or maintenance of a structure, including but not limited to, painting, roof repair or replacement, installation of mechanical equipment, and shall not include modifications required solely for compliance with Americans with Disabilities Act ("ADA").

Public place means any place, public or private, exposed to public view, including, but not limited to, buildings, parks, right-of-way medians and open spaces.

Renovation means and includes alternations to a structure, including but not limited to, a major redesign of a structure, expansion or upgrading the capacity of a structure, increases or decreases to the floor area of a building, creating a new use for the structure, changes to the façade of a building, or other exterior improvements.

Total vertical construction costs means the total project construction costs, excluding engineering and design, demolition costs, real property acquisition costs and soil remediation costs.

(Ord. No. 4501-14, § 1, 3-31-2014)

Sec. 78-122. - Art assessment—Private development.

- (a) *Applicability.* The provisions of this section shall apply to all new private development, new construction, renovation or remodeling, where total vertical construction costs of all buildings on a project site are equal to or greater than \$500,000.00. The art assessment for redevelopment of an existing building shall be calculated based on the construction costs of the new development, excluding the assessed value of the existing buildings. All buildings within new planned developments shall be assessed cumulatively towards this art in public places requirement, even if the buildings are permitted separately or developed in phases. The provisions of this section apply to new development or new construction within existing planned developments.
- (b) Single-family residences not developed as a planned development are exempt from the art assessment. Ordinary property maintenance is exempt from the art assessment. Repairs and restoration resulting from fire, flood, windstorm or other natural disaster, as determined by the building official, are exempt from the art assessment.
- (c) *Requirement.* All applicable new development, construction, renovation or remodeling shall be required to do one of the following within 90 days of the issuance of the first building permit for any portion of the development:
 - (1) Submit documentation evidencing the escrow of funds for a work of art or historic or cultural elements valued in an amount of one percent of the total vertical construction costs, in compliance with this article; and submit an application for approval of the work of art or historic

or cultural elements, in compliance with this article; or

- (2) Contribute an amount equal to one percent of the total vertical construction costs for deposit to the art in public places fund.

(Ord. No. 4501-14, § 1, 3-31-2014)

Sec. 78-123. - Provision of art or elements by developer.

- (a) *Escrow and accounting of funds for artwork.* If the developer chooses to provide artwork or historical or cultural elements, the developer shall submit documentation to the city showing that a deposit for public art was made with the developer's attorney into an escrow, account not more than 90 [days] after the issuance of the first building permit, in an amount equal to one percent of the total vertical construction costs. The developer and/or the developer's attorney will provide the city a final written affidavit and accounting of the payment for art and any art consulting fees from the escrowed art deposit at the conclusion of the placement of artwork. This affidavit shall be in a form acceptable to the city. Any surplus balance in the escrow account after the developer has completed the installation of the required art work shall be disbursed to the city and deposited into the art in public places fund.
- (b) *Historical or cultural elements.* The developer may choose to retain or incorporate historically important or culturally significant elements in the development in lieu of or in addition to artwork. The total value of all historical or cultural elements and/or artwork must equal one percent of the total vertical construction costs.
- (c) *Application for art or elements.* An application for approval of the work of art or historic or cultural elements shall be made to the arts in public places committee within 90 days of the issuance of the first building permit. The application shall include the artist's resume and portfolio establishing the artist's credentials; a detailed description of the work of art and its location on the site; and the evaluation or appraisal of the value of the art or element. Drawings and renderings of the proposed work of art, in terms of size, scale, color, shape, materials and maintenance program, shall be submitted in sufficient detail to provide the committee with a clear understanding of the art or elements proposed.
- (d) *Board review of contribution of art and elements.* The art in public places advisory board shall review the proposed artwork or historical or cultural elements based on the standards established in this article and shall recommend to the city commission whether to approve, deny, or approve with conditions the selection and location of the artwork or elements in accordance with the art in public places implementation guidelines and with sensitivity to the aesthetic and cultural traditions and the history of the city, and to the character of the surrounding neighborhood.
- (e) *Location.* Artwork and/or historical or cultural elements must be located to be readily visible to the public based on normal traffic of vehicles and pedestrians in the area.
- (f) *Artist selection.* If the developer chooses to provide artwork, the selection and commissions of the artists shall be by written contract between the developer and artists.
- (g) *Art consultant.* If the developer chooses to provide artwork, the developer may utilize up to 12 percent of the escrowed art deposit to retain an art consultant to assist in the selection and procurement of the required work of art. The art consultant shall have no financial or other relationship with the artist or developer, nor any ownership in the artwork purchased by the developer. The artist shall not be entitled to the art consultant fee.
- (h) *Appraisal.* To establish the value of the artwork to be installed or historical or cultural elements to be installed or retained by developer to comply with this article, the city may employ an independent art appraiser to provide a written appraisal of the art work(s) submitted or cultural or historic elements.

Such appraisal will be paid for by the developer from the escrowed art deposit.

- (i) *Vertical construction cost overruns.* Prior to the issuance of the final certificate of occupancy for a project, the developer shall submit a revised construction cost affidavit, which shall be submitted whether developer elected to pay the art assessment or install artwork. If the final cost of the total vertical construction for the project is higher than the initial project cost estimate used to calculate the art assessment or escrowed art deposit, the developer shall either: i) provide additional art for the project valued at one percent of the increase in the total vertical construction cost or ii) provide an additional deposit to the art in public places fund valued at one percent of the increase in the total vertical construction cost. The additional art shall be installed or the deposit shall be made prior to issuance of the final certificate of occupancy.
- (j) *Certificate of occupancy.* Unless an alternative deadline is established in a development order, or a time extension is granted by the director of development services, no certificate of occupancy for the project shall be issued until the artwork is installed, the final revised construction cost affidavit and accounting of the escrowed art funds has been provided; and/or the full art assessment has been paid to the city.

(Ord. No. 4501-14, § 1, 3-31-2014)

Sec. 78-124. - Ownership and maintenance of private art.

Artwork installed on private property pursuant to the requirements of this article shall be the property of the property owner. Title and ownership of the artwork shall transfer in whole or in part to any successor in interest of the property. The property owner shall be responsible for maintenance of the art work in good condition at all times, as determined by the city's code enforcement official. The property owner shall be responsible for ensuring that the public's view of the artwork is maintained and no vegetation or additional construction shall obstruct the public's view. Maintenance shall include any associated landscaping or related improvements. In the event of destruction or casualty to the artwork, the property owner shall repair or replace the artwork with art equal in value to the value of the artwork originally installed. If the artwork is to be replaced, the art in public places advisory board shall review the proposed artwork and shall recommend to the city commission whether to approve, deny, or approve with conditions the selection of the artwork in accordance with the art in public places implementation guidelines.

(Ord. No. 4501-14, § 1, 3-31-2014)

Sec. 78-125. - Removal or replacement of art.

Artwork or elements installed in accordance with this section shall remain on site in the approved location and cannot be altered, replaced or removed without prior approval of the city commission, except when deemed to be unsafe by the city building official, in which case it must be replaced within 12 months. This includes necessary replacement due to damage from natural disasters, in which case the director of development services may extend the time for replacement. All replacement art and elements must be approved by the art in public places committee and the city commission.

(Ord. No. 4501-14, § 1, 3-31-2014)

Sec. 78-126. - Public development.

- (a) *Art assessment.* All appropriations and authorizations for the new construction, renovation or remodeling of eligible public improvements by the city shall include an amount of not less than one percent of the total vertical construction costs to be deposited in the art in public places fund.

- (1) Eligible public improvements shall be:
 - a. Any public building, facility or structure which permits public occupancy of all or a portion thereof.
 - b. Any public park or recreation facility.
 - c. Any sidewalk, pedestrian or bicycle path.
- (2) Ineligible public improvements that are not subject to the art assessment are:
 - a. Any road project, including but not limited to construction, resurfacing, curbing, drainage, striping, lighting and signalization.
 - b. Any public utility project, including water, waste water and stormwater projects.
 - c. Any public building, facility or structure which is not accessible to the public.
 - d. Any project funded by a revenue source which by law cannot be utilized for the acquisition of works of art.
 - e. Any acquisition of land.
 - f. Any eligible public improvements where the city commission determines that the project appropriation cannot accommodate the art assessment, or the assessment resulting from a cost overrun.
 - g. Any affordable housing project or project constructed using federal funds which cannot be utilized for public art.

(b) *Ownership and maintenance.* Artwork installed on city property shall be owned and maintained by the city.

(Ord. No. 4501-14, § 1, 3-31-2014)

Sec. 78-127. - Artist grant of license.

The artist of artwork approved and installed under the art in public places program shall grant to the city an unlimited, perpetual, non-exclusive, royalty-free license to reproduce and distribute two-dimensional reproductions of the artwork, in photos, videos and related media, for city-related purposes; shall grant to the city irrevocable ownership rights in any copyright or other intellectual property right regarding the artwork; and shall waive and release in favor of the city all rights, including the right of attribution or integrity, which artist may have in the artwork. Any such documentation shall be approved by the city attorney. The city shall have the option of acknowledging the artist and the artwork title in reproductions. By participating in the art in public places process, the artist authorizes review by the art in public places committee and compliance with public records laws.

(Ord. No. 4501-14, § 1, 3-31-2014)

Sec. 78-128. - Art in public places committee created; membership and organization.

- (a) There is hereby created the city art in public places committee to consist of seven members and two alternate members appointed by the mayor. The first three appointees shall serve a term of one year, the second two appointees shall serve a term of two years, and the last two appointees shall serve a term of three years. Thereafter, all terms shall be for three years expiring on a staggered basis.
- (b) The art in public places committee shall designate one of its members to act as chair for a term of one year, or until a successor is elected and qualified. The art in public places committee shall maintain minutes of all of its meetings.
- (c) Each member of the art in public places committee shall serve without compensation.
- (d)

Alternate members shall attend all meetings of the art in public places committee and the presence of alternate members shall count toward a quorum. The first alternate member shall have the privilege of voting only upon the absence of a regular member. The second alternate member shall have the privilege of voting only upon the absence of two of the regular members or the absence of one regular member and the first alternate.

(Ord. No. 4501-14, § 1, 3-31-2014)

Sec. 78-129. - Powers, duties and functions.

(a) The art in public places committee shall:

- (1) Advise the city commission on the adoption of policies and procedures to acquire, commission and maintain works of art in public places.
- (2) Advise the city commission regarding applications for the installation of art as part of a private development pursuant to this article.
- (3) Sponsor public information and advocacy efforts on behalf of art in public places.
- (4) Advocate the enactment of public laws relating to art in public places.
- (5) Identify sites in accordance with the AIPP master plan.
- (6) Identify sources of funding for art in public places exhibitions.
- (7) Sponsor or endorse exhibitions of art in public places in any of the following ways:
 - a. Identify loaned or contributed works of art for publicly owned or readily visible sites.
 - b. Identify appropriate commissioned works of art for publicly owned or readily visible sites.
 - c. Identify an artist or work of art for publicly owned or readily visible sites.
 - d. Identify a work of art from several proposals submitted by an approved artist for a publicly owned or readily visible sites.
 - e. Endorse an approved work of art for publicly owned or readily visible sites.
- (8) Retain consultants to prepare, and from time to time recommend to the city commission, an art in public places master plan that identifies proposed locations and criteria for public artwork, art selection and placement criteria, recommendations regarding administration of the art in public places funds, and other program recommendations. It is the intent that such master plan be updated every five years.
- (9) Provide recommendations and guidance in implementation of AIPP master plan.
- (10) Report to the city commission, on an annual basis, the status of the AIPP program, the application of the master plan, the use of art in public places funds and the fund balance.

(b) The art in public places committee shall not, in any fiscal year, spend more than \$10,000.00 from the art in public places fund for duties and functions authorized by this article, without authorization by the city commission.

(c) The recommendations of the art in public places committee to the city commission shall be advisory only, and may or may not be consistent with similar recommendations made to the city commission by the city planning board, zoning board, downtown action committee, historic preservation board and/or the city parks and recreation committee relating to art in public places.

(Ord. No. 4501-14, § 1, 3-31-2014)

Sec. 78-130. - Criteria for art and elements.

The art in public places committee shall consider the following criteria in recommending approval or disapproval of a work or art or historic or cultural element. In specific cases, the committee may recommend approval of a work of art that the committee considers exceptional, but does not meet all of the criteria.

- (1) The proposed art conforms to the definition of art contained in this article and will be created by an artist as defined in this article;
- (2) The proposed historic element is historically important, reflects the history of the city or the character of the surrounding neighborhood;
- (3) The proposed element is culturally significant and reflects the aesthetic and cultural traditions and diversity of the city or the surrounding neighborhood.
- (4) The proposed art and/or element(s) meet or exceed the valuation requirements of this article.
- (5) The proposed art/element will be readily visible to the public and meet the location requirements of this article.
- (6) The proposed art/element is of exceptional quality and enduring value;
- (7) The proposed art/element is of appropriate scale to the development site;
- (8) The proposed art/element is compatible with the neighborhood;
- (9) The proposed art/element is not detrimental to the public welfare;
- (10) The proposed art/element will not constitute a safety hazard;
- (11) The proposed art/element will not require extraordinary maintenance.

(Ord. No. 4501-14, § 1, 3-31-2014)

Sec. 78-131. - Art in public places fund.

- (a) A separate art in public places fund shall be established by the city. All art assessment deposits from private and public development shall be deposited into this fund and the funds shall be kept separate from any other city funds. The art in public places fund shall be used by the city for the selection, commission, acquisition and maintenance of works of art in public places, which may include private property exposed to public view. Funds may be spent anywhere in the city, and such funds may be spent on art works or art-related costs including, but not limited to, consulting, engineering, appraisals, lighting, aesthetic features, maintenance of art, and to promote public art and the public art process in the city. Use of such funds shall be determined by the city commission following a recommendation by the art in public places committee in accordance with the art in public places implementation guidelines. Prior to the use of any funds for artwork on private property, a written agreement detailing the use of funds, the ownership and maintenance responsibilities and other terms as determined by the city attorney shall be entered into with the property owner and approved by the city commission.
- (b) Any monies not expended in the fund in any fiscal year shall be carried over in the fund into the following year. Any interest earned on the funds shall be retained in the fund. Not more than 15 percent of the fund shall be used for the administration of the art in public places program in any budget year. Not more than 15 percent of the fund shall be used for the maintenance of public art installed on public property in any budget year, without authorization by the city commission. The intent is that 70 percent of the fund shall be used for the selection, commission, acquisition, construction and installation of artworks.

(Ord. No. 4501-14, § 1, 3-31-2014)

Sec. 78-132. - Enforcement.

The provisions of this article may be enforced through any remedy available to the city in law or in equity. Violations may be enforced through the code enforcement provisions of chapter 26; or through the provisions of section 1-13; or the city may institute a civil action in a court of competent jurisdiction to seek injunctive relief to enforce compliance with the terms of this article or any rule or regulation promulgated under this section, to enjoin and prohibit said violation or to compel the performance of actions which will result in compliance with the terms of this article. The city shall recover its court costs and reasonable attorneys' fees in any legal proceedings commenced to enforce this article. These remedies are cumulative and the use of any appropriate remedy shall not constitute an election of other remedies by the city. The use of one remedy shall not preclude the use of any others.

(Ord. No. 4501-14, § 1, 3-31-2014)

Secs. 78-133—78-150. - Reserved.

WILD & SAMPLE



KEZILLA
2015 F8

Bier Garten

WTD example



WPP Example



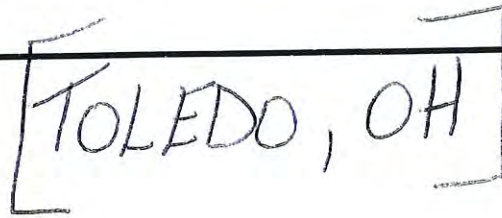


WPPB - Example



WPB

Example



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Mural Ordinance

Mural Ordinance



The following language is that which appears in the Toledo Municipal Code defining the process for which public murals are to be approved by the City of Toledo. This process was put in place not to hinder the growth of public art in the community, but to protect the artwork and to help ensure the investment of artists and businesses owners who wish to create public mural projects so that they may be preserved and enjoyed for years to come. If you have any questions about the public mural ordinance or the application process, please do not hesitate to contact Art in Public Places Coordinator Nathan Mallinroe [via email](#), or call at 419-254-2787 x111.

[Click here to view and download a Mural Application](#)

Repeal 1393 14(i)
 John T. Madigan (x1025)
 Law Department
 Ordinance No.

An ordinance repealing Section 1393 14(i) of the Toledo Municipal Code entitled, "Unclassified Signs" and enacting a new Section 1393 15 of the Toledo Municipal Code entitled, "Murals permits required; penalty."

SUMMARY AND BACKGROUND

Murals are an integral part of the cultural expression in the City of Toledo. Murals will be created by artists of diverse cultural traditions and backgrounds. The intent is to aid artists and others in understanding issues surrounding the creation of a mural and to apprise parties involved in mural projects of the permit process. All conservation and restoration will be the responsibility of the property owner.

All murals which are on public property or visible from a public thoroughfare within the City of Toledo must receive prior permit approval from the Arts Commission of Greater Toledo. Artists or community groups who want to paint murals must obtain permission from the property owner. Murals on public or private property without permission of the property owner will be illegal and punishable by law. The conservation and the maintenance of the murals will be the responsibility of the property owner. This ordinance will not permit any type of illegal sign, irrespective of artistic content. The Arts Commission

of Greater Toledo will be responsible for administering the Murals Program. Applications will be reviewed and then forwarded to the Mural Authority for consideration. The Mural Authority will be made up of five (5) mayoral appointees from the community and three (3) members of the Art in Public Places committee. They will review and approve or disapprove all mural permit applications as sent to the Arts Commission for administration.

NOW, THEREFORE, be it ordained by the Council of the City of Toledo, that:

SECTION 1 Section 1393.14(i) of the Municipal Code which presently reads:

(i) Painted wall murals or other similar artwork, except after considering the advice of the Arts Commission of Greater Toledo.

(1952 Code § 43-8-13)

be and the same is hereby repealed.

SECTION 2. That a new Section 1393.15 of the Municipal Code be enacted to read as follows.

1393.15 Murals, permits required, penalty.

(a) Definitions

(1) Mural is defined as any inscription, artwork, figure, wall mural, graffiti, marking or design that is marked, etched, scratched, drawn or painted on any property listed in subsection (b)(1).

(2) Owner, operator, and premises are defined under Toledo Municipal Code 1726.01(b), 1726.01(c) and 1726.01(d).

(3) Property is defined as any public property or any private property which is observable from the public right of way or from a public space.

(b) Defacement of Property

No person shall place artwork, mural, graffiti, write, paint or draw any inscription, figure, or mark of any type on any property listed in subsection (3) unless the express permission of the owner or operator of the property has been obtained and a permit has been issued as provided herein

(c) Mural Application Permit

(1) Any person, firm, corporation or association desiring to place on any property an inscription, figure, artwork or mark of any type shall first obtain permit from the Arts Commission of the City of Toledo. Applications for the permit issued under this Section shall include the following information:

(A) Name and address of the creator of the artwork or mural

(B) Name and address of the owner, operator, or the person in possession of the premises where the artwork is located or to be located

(C) Clear and legible drawings with description definitely showing location of the mural which is the subject of the permit and all other existing artwork whose construction requires permits, when such artworks are on the same premises.

(D) Drawings showing the dimensions, construction supports, sizes, foundation, electrical wiring and components, materials of the mural and method of attachment and character of structure members to which attachment is to be made. The design, quality, materials and loading shall conform to the requirements of the Building Code, as amended. If required by the Arts Commission engineering data shall be supplied on plans submitted certified by a duly licensed structural engineer.

(2) Upon receipt of a completed application, the Arts Commission of Greater Toledo Mural Authority shall conduct a review within thirty (30) days. The artist or organization sponsoring the mural shall be available to the Mural Authority for an interview. The Mural Authority shall consist of eight members. Five (5) members shall be appointed by the Mayor and three (3) members shall be selected by the Arts Commission from the Art in Public Places Committee.

(3) The Mural Authority shall grant an application for mural permits that meet the Mural Authorities technical and aesthetic standards.

(4) Approval by the Mural Authority is granted for the specific design and onetime production of the mural presented. The permit is granted for an indefinite period of time provided no changes are made to the original image presented to the Authority. Any changes must be submitted to the Authority for review and determination as to whether the changes require approval from the Authority. This permit is revocable by the Authority if it is determined at anytime that the mural being installed does not comply with the information provided with the application.

(5) Unless a shorter period of time has been established by official action, this permit expires two (2) years after issuance if the approved mural has not been installed, or 180 days from issuance if the work permitted hereunder has not been commenced. This permit shall also expire if it is determined the work authorized by the permit has been suspended, discontinued or abandoned for a continuous period of 180 days.

(6) An Applicant who has been denied a permit under this section may appeal to the Board of Appeals as set forth in Section 1381.05 of the Municipal Code

(d) Mural Maintenance, penalty

(1) It shall be the responsibility of the owner or operator of property upon which a mural is placed to maintain the appearance of the mural. A mural that is permitted to remain in a condition of disrepair shall constitute a public nuisance as defined in Section 1726.01 of the Municipal Code

(2) Whoever violates this section shall be guilty of a misdemeanor of the third degree

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THE ARTS COMMISSION

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[MIAMI]

Miami, Florida, Code of Ordinances >> PART II - THE CODE >> Chapter 62 - PLANNING AND ZONING >> ARTICLE XIII. - PLANNING AND ZONING APPROVAL FOR TEMPORARY USES AND OCCUPANCIES; PERMIT REQUIRED >> DIVISION 5. MURALS >>

DIVISION 5. MURALS

[Sec. 62-601. Purpose of mural sign regulations; applicability; criteria.](#)

[Sec. 62-602. Definitions.](#)

[Sec. 62-603. Qualified applicants; procedure for application; requirements.](#)

[Sec. 62-604. Mural permit required; application for a mural permit by a qualified applicant.](#)

[Sec. 62-605. Approval process for permit.](#)

[Sec. 62-606. Criteria for issuing a mural permit.](#)

[Sec. 62-607. Permit fees.](#)

[Sec. 62-608. Approval by the city manager or designee.](#)

[Sec. 62-609. Copy change and location change applications.](#)

[Sec. 62-610. Assignment.](#)

[Sec. 62-611. Exemptions.](#)

[Sec. 62-612. Enforcement.](#)

[Sec. 62-613. Maintenance.](#)

[Sec. 62-614. Conflict.](#)

[Sec. 62-615. Rescission.](#)

[Sec. 62-616. Appeals.](#)

[Sec. 62-617. Opt-out provision.](#)

[Sec. 62-618. Reserved.](#)

Sec. 62-601. Purpose of mural sign regulations; applicability; criteria.

Intent. It is the intent of the city commission that the display of art or graphics with minimal commercial message on buildings and walls be permitted within certain commercial and special districts of the city in order to aesthetically enhance otherwise blank walls and unoccupied buildings, and that the funds generated by permits issued with respect to such displays be utilized to ensure quality of life and prevention of visual clutter or blight. The display of art or graphics without a commercial message shall not be a mural pursuant to this article.

The procedures established in this article will allow for the pre-qualification of applicants to display art or graphics on buildings and walls. Once qualified, such pre-qualified applicants will be allowed to file for a temporary permit (the "mural permit"), as further defined in this division.

Mural permits will be issued by the city manager or designee upon their determination that the applicant has complied with the criteria set forth in this division, including the payment of all required fees and contributions. To the extent permissible by law, all fees and contributions received by the city pursuant to the terms of this division shall be used to promote quality of life within the city and by regulating all murals to ensure that the city's residents are not exposed to visual blight or clutter.

Upon the award of a mural permit by the city manager or designee, the holder of such a mural permit shall be allowed to obtain all required building permits. Changes in art work or other relevant copy (including text or commercial messages) changes will only be permitted upon the approval of a subsequent copy change application for a change of copy.

Strict compliance with the provisions of this division must be maintained during the term of the mural permit. Failure of the qualified applicant to remain in compliance with the terms of this division shall result in the revocation of all its mural permit and the forfeiture of the right to apply for any subsequent mural permit(s).

(Ord. No. 13311, § 2, 2-23-12)

Sec. 62-602. Definitions.

For the purpose of this article, the following definitions shall apply:

Affiliate of any person, is any other person that controls, is controlled by or is under common control with the first person including, but not limited to, any owner, shareholder, member, partner, officer, director or employee of the first person. For these purposes the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of any person, whether through ownership of voting securities, by contract or otherwise.

Applicant is any person or entity who, pursuant to section 62-69, is seeking to be qualified by the city manager or designee to apply for a mural permit pursuant to this division.

Building compliance with applicable laws, etc. Each building/structure for which a mural permit has been issued shall be at the time of permit issuance is in full compliance with all applicable federal, state, county and city laws and regulations including, without limitation, building, life/safety, electrical, and similar technical codes, minimum housing, land use and zoning, sanitary, solid waste, storm water, water and sewer, and such other applicable laws as further the public health, safety and general welfare.

Commercial message includes a trademark, commercially recognized display, copyright or service mark of a sponsor, including any text or logos or representation of the business name or commercial product, trademark or service mark of the sponsor; such commercial message may be of offsite products or businesses as applicable to the sponsorship. Text or letters displayed in an artistic format that do not spell a business name or commercial message shall not be calculated as a component of the commercial message.

Copy change application is an application by the holder of a mural permit to change the mural face.

Gateway sign is a sign marking the entrance to a neighborhood, park, or other designated historic, public or geographical areas.

Geographical area is the mural area, as amended by the Miami-Dade County Ordinance No. 12-09 and more particularly described in "Exhibit A" attached hereto and incorporated herein by reference, as amended from time to time by the city commission, and kept on file in the city clerk's office and the office of zoning.

Government-owned building is any building owned by the United States Government, the State of Florida (the "state"), Miami-Dade County (the "county"), the Miami-Dade School Board, the city, any dependent or independent special tax district, or any agency of any of the foregoing governments.

Indemnity, and hold harmless. This indemnity, and hold harmless, will be included in each permit application and location change application, and each applicant/permittee shall sign the page

on which it appears. It shall be a condition precedent to the issuance of any such mural permit that the applicant/permittee shall assume all civil liability for the applicant's acts, omissions or commissions, and from all claims, suits or actions of any kind whatsoever arising out of or resulting from the issuance of the mural permit, location change, compliance with applicable laws or regulations, or the operations or activities of the applicant/permittee and shall, further, hold the city, its officials and/or employees, harmless for, and defend the city, its officials and/or employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from this mural permit or the permitted work, even if it is alleged that the city, its officials and/or employees were negligent, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the city, its officials and/or employees. The applicant shall insure that adequate safety precautions are in effect at all times during the term of the mural permit. This required indemnification and hold harmless shall survive the revocation or expiration of the mural permit and shall be included in the permit application. The applicant/permittee voluntarily and knowingly acknowledges that the granting of any such mural permit is sufficient, independent and valuable consideration for the giving of such indemnity, and hold harmless.

Licensee is any person or entity who holds or obtains or has been issued a state license for outdoor advertising.

Location change application is an application by the holder of a mural permit to change the location of a previously approved mural permit.

Lottery is the process described in [section 62-605](#) for the approval of mural permits. The initial lottery date was May 12, 2008. New lotteries will be held when new mural permits become available.

Lottery winner is a person or entity who has won the right to apply for a mural permit pursuant to the lottery.

Mural is a painting or artistic work (including collage effects) composed of pictures or arrangements of color which has a limited commercial sponsorship message, advertises a commercial product and which is made directly onto, projected onto or attached to a building or a wall.

Mural face is the entire face of the mural including all text, artwork, and commercial sponsorship messages incorporated into a mural.

Mural permit is the temporary permit allowed by this division once all criteria described herein has been met.

New location is an available location for a mural placement where there is not currently an active mural permit and otherwise complies with the criteria of this division.

Permittee is a person or entity who is the holder of an approved mural permit.

Permit fee is the annual permit fee paid for a mural permit.

Permit fee period begins every September 1. Payments that are due concurrently with the permit fee period are also due September 1.

Qualified applicant is any person or entity who, pursuant to [section 62-603](#), has been qualified by the city manager or designee to enter the lottery and if selected apply for a mural permit, and is not an affiliate of another qualified applicant. All applications for qualification shall be submitted 30 days prior to any lottery.

Quarters, for purposes of this division are the periods beginning September 1, December 1, March 1, and June 1 of each year.

Small business enterprise is a business enterprise that qualifies as a small business enterprise pursuant to applicable state and federal laws and the rules and regulations of Miami-Dade County, as amended from time to time.

Wall is the exterior surface of a building capable of being occupied, including surfaces free of windows or devoid of occupants behind the area where the mural is to be placed. Surfaces constructed on roof tops (other than a roof parapet) shall not be considered walls for purposes of this article.

Wrap or wrapped mural is a mural which is continuous on two sides of the building and connects or touches on one side and has the same sponsor. A wrap shall have related paintings, artistic works, or commercial messages on both sides of the mural.

Notwithstanding anything herein to the contrary, subject to the conditions listed below and the written permission of the city manager or designee, murals will be permitted to be placed on walls with windows of commercial buildings only, and on the exterior walls of a parking garage or a parking pedestal provided that such murals:

- (1) Are not directly facing residential units;
- (2) Are made of perforated vinyl mesh or adhesive backing and are transparent to the occupants of the commercial building;
- (3) Do not prevent the opening of windows intended to be opened; and
- (4) Do not prevent ingress and egress. In no event, may a mural be placed so as to cover any residential units, including residential liners.

(Ord. No. 13311, § 2, 2-23-12; Ord. No. 13390, § 2, 6-13-13)

Sec. 62-603. Qualified applicants; procedure for application; requirements.

In order to participate in a lottery to be held in accordance with the requirements of this division, each applicant must be approved as a qualified applicant. Once an applicant, is a qualified applicant, such applicant shall submit proof of status as a qualified applicant and information must be confirmed in order to allow them to participate in subsequent lotteries.

- (a) An applicant shall submit an application to the city manager or designee for the purposes of qualifying said applicant as a qualified applicant 30 days prior to any lottery. Such application shall include the following:
 - (1) The name, address, phone number and other pertinent information of the applicant, and if the applicant is an entity, such as a corporation, limited liability company, or partnership, the names and business addresses of the principal officers, managers, and other persons who own more than five percent of the entity;
 - (2) Payment of a non-refundable, pre-qualification administrative fee in the amount of \$500.00;
 - (3) Payment in full and delivery to the city finance director of a pre-qualification fee in the amount of \$10,000.00 (the "qualification fee"). Payment must be made by cashier's check, certified check or United States Postal money order. The qualification fee shall be refunded to the applicant if the city manager or designee determines that the applicant does not qualify as a qualified applicant;

- (4) Proof, reasonably satisfactory to the city risk management administrator, that the applicant has (and can maintain at all times) public liability insurance in the amount of \$3,000,000.00;
- (5) Proof in the form of a signed affidavit(s) stating that the applicant or in the case of an entity, that a majority of the applicant's principal officers or managers (each of whom shall submit a signed affidavit) has or have had experience in the outdoor advertising industry for a minimum of five years prior to the date of application;
- (6) Proof in the form of copies of all required city and county business tax receipts, evidencing the fact that the applicant has an office or local presence within the city to ensure an immediate response in the event of an emergency;
- (7) Proof in the form of copies of a memorandum of lease, sworn to by affidavit which indicates relevant information regarding control of the mural site and which shows that the applicant or its affiliate has executed and enforceable leases for a minimum of five mural sites within the geographic area;
- (8) Proof that the applicant had gross revenue of at least \$1,500,000.00 in the outdoor advertising industry during each of the two years preceding the date of the application;
- (9) Proof that the applicant is in good standing with the city and the county for any pending code enforcement matters. No individual, business, building owner, or affiliate of an individual, business or building owner may apply for a mural permit if that person or entity has displayed an illegal mural in the city since, April 20, 2008, in which event; the site, building, or entity will be precluded from participating in the lottery;
- (10) Proof that applicant will post a bond or letter of credit in the amount of \$500,000.00 in a form reasonably acceptable to the city's department of risk management, at the time of issuance of the mural. The city shall be named as a beneficiary on the bond or letter of credit. The city shall be authorized to collect on the bond or letter of credit in the event the permittee is found to be in non-compliance with any provision of this article and any fines assessed in respect of such non-compliance are not paid within 30 days of the assessment or if the city is required to send personnel to ensure compliance with any provision of this article. The city shall be authorized to collect against the bond or letter of credit all fees, fines, and penalties; together with expenses incurred by it with respect to such personnel, including, but not limited to, the costs associated with the investigation and determination of the violation;
- (11) Proof that the applicant has contracted with one or more small business enterprise(s) (as a consultant, joint-venture partner, vendor or otherwise) to which ten percent or more of the applicant's operating expenses would be paid in the event the applicant is approved as a qualified applicant and obtains a permit for a mural and that the applicant consents to submitting financial records demonstrating compliance with this provision; and
- (12) Proof that the applicant is a licensee.
An individual, business, building owner, or affiliate of an individual, business, or building owner may not apply for a mural permit if that person or entity has failed to fully resolve and close any notice of violation or open code enforcement matter of any section of this Code or zoning ordinance as amended (the "zoning ordinance") prior to the submission of the application for participation in the lottery. Furthermore, if a prospective site or building has displayed a mural or

outdoor advertising sign in violation of the zoning ordinance within five years prior to the date of the lottery, the qualified applicant shall tender, as a result of such non-compliance, a partially refundable fee in the amount of three times the qualification fee, of which \$10,000.00 may be refunded, if the application is not approved.

Unless otherwise indicated, all proof required to be submitted by this section may be in the form of an affidavit signed by the applicant or a duly authorized representative of the applicant. Upon the submission of all items required to be submitted under this [section 62-603](#), the city manager or designee shall review and approve or deny, no later than 30 days after its submission, the applicant's application for qualification as a qualified applicant. If the application is denied, the city manager or designee shall advise the applicant in writing of the reasons for the denial of the application. The applicant must cure all defects within 15 days of such notification.

- (b) Throughout the course of a year, any new applicant(s) can become a qualified applicant pursuant to subsection [62-603\(a\)](#) above to be able to participate in a new lottery if a mural permit becomes available and a new lottery is announced. Once an applicant is certified as a qualified applicant, then that qualified applicant shall be permitted to participate in subsequent lottery(ies) without the need to reapply for qualification, but must show proof thereof as to the continued status as a qualified applicant.

(Ord. No. 13311, § 2, 2-23-12)

Sec. 62-604. Mural permit required; application for a mural permit by a qualified applicant.

Murals may not be erected, hung, placed, posted, painted, displayed, or maintained in the city except as provided by this division. The city shall issue no more than 45 mural permits at any one time; however, no more than 25 mural permits may be issued at any one time and in any one city commission district. An applicant shall submit to the city manager or designee a single permit application listing each and every site sought to be permitted at such time.

A qualified applicant's permit application shall contain the following for each site sought to be permitted:

- (1) Dimensioned elevation drawing and photo of the wall where the mural is to be located.
- (2) A colored drawing or colored computer simulation depicting the mural face.
- (3) Two photographs or two computer simulations depicting the wall and the mural superimposed on the wall.
- (4) A certified spacing survey showing compliance with this article, if applicable.
- (5) Copy of the city's zoning atlas where the mural is to be located.
- (6) Payment of a non-refundable administrative fee in the amount of \$500.00.
- (7) A memorandum of lease, sworn to by affidavit, of an executed and enforceable lease for the site sought to be permitted.
- (8) The address and the folio number of the subject building and the specific wall on the building upon which the mural would be attached.
- (9) Proof that the building where the mural is to be placed is in compliance with applicable laws, as defined herein, and does not have any outstanding civil violations of this Code or any liens due to the city.

- (10) Completion by the applicant of the city indemnity and hold harmless agreement as defined in this division, in a form approved to by the city attorney.
- (11) Mural permits shall require the applicant notify: the abutting property owner(s) of the new location, the homeowner and neighborhood associations registered with the neighborhood enhancement team responsible for the new location, and the city commissioner of the district where a mural is proposed.

(Ord. No. 13311, § 2, 2-23-12; Ord. No. 13390, § 2, 6-13-13)

Sec. 62-605. Approval process for permit.

From time to time, as the need for a new lottery arises, the following shall be the procedure followed for the approval of a mural permit:

- (1) The city manager or designee shall notify all qualified applicant(s) of the date and time of all lottery rounds. There shall be one lottery for each round of approvals commencing with the highest priority site submitted by each qualified applicant. The number of rounds scheduled shall equal the greatest number of lease sites submitted in any single application.
- (2) Each qualified applicant will receive one assigned number through the lottery process for each round.
- (3) Each qualified applicant may only submit one application which shall include each distinct wall sought to be permitted. If more than one permit is sought, the qualified applicant shall list the walls sought to be permitted.
- (4) An affiliate of a qualified applicant shall not be an affiliate of another qualified applicant.
- (5) For each round, the city manager or designee shall review each qualified applicant's site in the order of assigned number pursuant to the lottery for each specific round. At the end of the selection made at each round, a qualified applicant may reprioritize the list of sites.
- (6) In the numerical order assigned to each qualified applicant for a given round, the city manager or designee shall review the first priority site for each qualified applicant and shall conditionally approve sites meeting the required criteria. Thereafter, the city manager or designee shall, in the numerical order assigned to each qualified applicant for the immediate subsequent round, review for conditional approval a site listed by the qualified applicants and so on.
- (7) In the event that a site is determined to not meet the required criteria, the next eligible site in the qualified applicant's list, if any, shall be reviewed for conditional approval.
- (8) Locations will be approved until a maximum of 45 sites have been approved.
- (9) Proof that each individual wall sought to be permitted exists and is fully built, and that the wall has not been used to display an illegal mural since April 20, 2008.
- (10) The city manager or designee shall advise qualified applicants of the contingent approval of an application for a mural permit, and shall refer all such mural applications to the county for their determination of compliance with the county ordinance. Upon receipt by the city manager or designee of notice from the county confirming compliance with the county ordinance, and the payment of all applicable fees for each conditionally approved application, city manager or designee shall issue a mural permit for each approved site within 30 days from receipt of such notice from the county.
- (11) Mural permits shall be granted to the qualified applicants only in accordance with the procedures set forth in this [section 62-605](#)
- (12) If a mural permit becomes available, a new lottery will be held during the first week of

the following quarter.

(Ord. No. 13311, § 2, 2-23-12)

Sec. 62-606. Criteria for issuing a mural permit.

As part of the review and qualification process, the city manager or designee shall apply the following criteria:

- (1) *Geographical area.* No more than 45 mural permits may be issued and outstanding at any one time. Murals permits shall only be issued within the geographical area, as defined in [section 62-602](#) above.
- (2) *Zoning districts.* Murals shall only be permitted within portions of the following zoning districts: T5-O, T6-8, T6-12, T6-24, T6-36, T6-48, T6-60, T6-80, CI, CI-HD, D1, D2, and D3 as described in the zoning ordinance. Murals outside these zoning districts shall be in violation of this Code and ordinances.
- (3) *Spacing between murals and number of murals allowed per building.* A mural shall not be located within 300 feet of another legally permitted mural oriented towards the same side of the street. The distance shall be measured in a straight line from the closest edge of the mural sign on one building to the closest edge of the mural sign on the other building. The spacing requirement provided herein shall not apply within the City Park West entertainment district.
If two murals are permitted for any one building, they must be on different sides of the building and each such mural shall be required to obtain a separate mural permit for each street front. This section shall not preclude a mural on one building which is continuous on two sides of the building, commonly referred to as a wrap-around mural. A wrap-around mural shall be counted as one mural for purposes of fees and the maximum number of mural permits which may be issued pursuant to this article.
- (4) *Spacing from single family residential district.* The distance of a mural located on any building shall be calculated by measuring the distance of the mural at ground level to the property line of any parcel designated as T-3. A mural shall not be located on a Wall that is within 300 feet of any property zoned T-3.
- (5) *Mural size.* Murals shall be allowed to cover up to 80 percent of a wall, or 33 percent of a wall if the mural covers windows. In any event, a mural may not be greater than 10,000 square feet.
- (6) *Mural commercial message size.* The mural face shall be predominantly pictorial with text limited to no more than 15 percent of the mural face to be written copy.
- (7) *Illumination.* The illumination of a mural shall only be by indirect lighting, and shall only be permitted from 6:00 p.m. to midnight Standard Time and 7:00 p.m. to midnight Day Light Savings Time, and only in accordance with Miami-Dade County Code sections 33-46 and 33-107, as amended.
- (8) *Location.* Murals shall be placed only on walls.
- (9) *Public safety.* Mural faces shall not have any moving or animated parts, or any other electronic movements, and shall not be illuminated in such a manner so as to cause glare or to impair the vision of motorists or otherwise distract motorists and interfere with their ability to safely operate their vehicles. Murals shall also comply with all applicable laws, rules and regulations of the federal, state and county governments; and in addition, any proposed amendments to this division shall be consistent with applicable federal, state and county laws and ordinances in effect at the time of such amendment.

In the event the National Hurricane Center issues a hurricane warning to the county, the permittee shall remove all murals within 24 hours of the issuance of a hurricane warning. In the event a mural is not so removed, enforcement proceedings shall immediately commence pursuant to [section 62-612](#).

- (10) *Adult content.* Adult content, as defined in the zoning ordinance, shall be prohibited on mural.
- (11) *Unoccupied buildings.* A mural shall be permitted on an unoccupied building only if the building possesses a valid city certificate of occupancy, certificate of use, or a 40-year certification, if applicable. In order to promote the use of efficient building spaces, when commercially viable, the holder of the mural permit shall work with the building owner and the building, zoning and planning departments so that as soon as commercially reasonable, the mural will not be the primary permit active at the location. If the holder of the mural permit fails to comply with such requirements, the mural permit holder will be required to transfer its mural permit from such building to another qualified location.
- (12) *Term and recertification of each qualified applicant.* Once the mural permit is issued and continuously is in compliance with the fee provisions of sections [62-607](#) and [62-609](#), and all other provisions of this division, the mural permit will be valid. In the event that the permittee fails to comply with any provision in this division and/or is determined to be in violation in accordance with [section 62-612](#), the specific mural permit(s) in violation shall be forfeited and available to be included in a lottery. The issuance of a mural permit under this division does not create a vested right or proprietary or compensable interest in any permit for any permittee. Any and all costs and fees associated with the acquisition of mural permits, shall be deemed acceptable to the permittee.
- (13) All qualified applicants shall be required by September 1 of the fifth permit year, to re-certify all requirements in this division. This shall include a re-qualification fee in the amount of \$1,500.00; proof of valid public liability insurance; copies of all current business tax receipts; proof of gross revenues; proof of current bond or letter of credit and proof that the permittee is in good standing with the city and county, including, but not limited to, Code violations. In the event that the permittee, is not able to comply with this recertification provision, the permittee's mural permits shall be revoked and included in a lottery.

(Ord. No. 13311, § 2, 2-23-12; Ord. No. 13390, § 2, 6-13-13)

Sec. 62-607. Permit fees.

- (1) *Permit fee.* The permittee shall pay an annual permit fee equal to \$1.00 per square foot of mural face multiplied by 12 months per year for each mural permit which the fee shall, in no event, be less than the minimum \$48,000.00 or greater than the maximum \$120,000.00 per annum (the "permit fee"). The initial mural permit fee shall be due in its entirety within ten business days of the approval of the mural permit. In the event any permit fee is not paid, the city shall immediately rescind the mural permit. The permit fee is in addition to any non-refundable fees charged pursuant to this article. When new mural permits are issued, the initial permit fee may be prorated accordingly by the city manager or designee in order to maintain conformity with the scheduled permit fee quarterly payments.
- (2) *Renewal of permit fees.* The permittee shall pay an annual permit fee calculated in the following manner: The permit fee may be paid in quarterly installments, every three months, for a total of four payments per annum. Mural permits shall be void if quarterly payments are not received within ten business days after each quarterly payment is due. First quarterly payment is due on September 1, then December 1, March 1 and June 1 of each year. The

permit fee does not include copy change fees which are due in their entirety on September 1 of each year.

Along with the first quarter permit fee due by September 1 of each year, each permittee shall submit demonstration of up to date documentation of public liability insurance as required in subsection 62-603(4), continued effectiveness of a bond or letter of credit in the amount of \$500,000.00 as required in subsection 62-603(10) and affidavit of compliance with the subsection 62-603(9) requiring compliance with mural regulations. Late payments shall accrue interest at the rate of 18 percent for 45 days. If payment is not received by the 45th day, the city shall immediately rescind the mural permit.

(Ord. No. 13311, § 2, 2-23-12)

Sec. 62-608. Approval by the city manager or designee.

The city manager or designee shall be responsible for the approval of all mural permits. The city manager or designee may approve, approve with modifications, or deny a permit application upon a finding that the application does or does not meet the applicable criteria set forth in this division.

The city manager or designee shall keep an updated map and photos depicting the locations of all approved mural permits.

A lottery winner shall submit a mural permit application with the applicable fees within 30 days of winning the lottery. Failure to do so, shall result in the rescission of the lottery award by the city manager or designee.

A permittee shall have 60 days from the issuance a mural permit to install a mural at the approved site. Should the permittee fail to install the permitted mural within the 60-day period, the city manager or designee shall rescind the mural permit.

(Ord. No. 13311, § 2, 2-23-12)

Sec. 62-609. Copy change and location change applications.

- (a) *Copy change application.* An annual copy change fee of \$6,000.00 shall be paid for each permit. Thereafter, a permittee may change the mural face by filing a copy change application and paying related fees. Such application shall be submitted to the city manager or designee and include the following:
- (1) A colored drawing or colored computer simulation depicting the mural face.
 - (2) Two photographs or two computer simulations depicting the wall and the mural superimposed on the wall.

The city manager or designee shall, within five business days after receipt of the copy change application, have the opportunity to deny with written notice. A copy change application that is not denied in the time provided shall be deemed an approval. A written denial shall be provided to the permittee indicating the reasons for the denial. The city manager or designee shall not approve a change to the mural face if such approval results in an increase of any of the linear dimensions of the previously permitted mural face.

- (b) *Location change application.* A mural permit shall be transferable to a new location only if the permittee submits a location change application and such application are approved by the city manager or designee. The city manager or designee shall approve such application only if:
- (1) The location change is for cause, which shall be limited to:

- a. The lease for the location of the mural permit is cancelled due to circumstances not within the permittee's control or that were not reasonably foreseeable to the permittee when it submitted its permit application or the lease is not renewed upon the natural expiration of the term of the lease;
 - b. The building or structure where the mural is located is demolished, sold, destroyed, or renovated; or
 - c. An intervening building or structure is constructed which substantially diminishes the visibility of the mural.
- (2) The new location for the mural is approved by the city manager or designee in accordance with the provisions of [section 62-604](#)
 - (3) The permittee pays a non-refundable administrative fee in the amount of \$500.00, and a location change fee in the amount of \$1,000.00, which location change fee shall be refunded if the application is denied.

The city manager or designee shall, within 20 days after receipt of the location change application, approve or deny the location change application in accordance with the provisions of this article. A written denial shall be provided to the permittee indicating the reasons for the denial and refunding the location change fee.

(Ord. No. 13311, § 2, 2-23-12)

Sec. 62-610. Assignment.

Upon the payment of a \$2,500.00 assignment fee, a mural permit may be transferred to an entity found to be a qualified applicant by the city manager or designee.

(Ord. No. 13311, § 2, 2-23-12)

Sec. 62-611. Exemptions.

Temporary permits for signs, not governed under this division, placed on government-owned buildings may be granted by the city manager or designee and shall be exempt from the provisions of this article. A temporary permit may only be granted for signs depicting special events with citywide or countywide significance, and shall be granted for a period not to 14 days, except that the city manager or designee may, for good cause, grant one extension for a period not to exceed ten days.

Other than as exempted above in this [section 62-611](#), there shall be no exemption from this article for a mural placed on government-owned buildings, and such mural shall be subject to the provisions of this article, including, but not limited to, the maximum number of mural permits that may be issued by the city manager or designee.

(Ord. No. 13311, § 2, 2-23-12)

Sec. 62-612. Enforcement.

Enforcement of this division shall be by [chapter 2](#), article X, Code enforcement or any other remedies as provided by law and as further stated herein.

In the event of a violation of the terms of this division, including the erection of a mural without a permit, a civil penalty may be assessed or enforcement proceedings may be instituted with the city's code enforcement special masters. Each violation shall carry a civil penalty of \$1,000.00 per day or such greater penalties as are permitted by the law. The city may employ all penalties and

remedies set forth in [chapter 2](#), article X entitled "Code enforcement." This provision is supplemental to all other remedies and penalties provided by law. Decisions of the code enforcement special master shall be final and may be appealed to a court of competent jurisdiction within the times and in the manner provided by the Florida Rules of Appellate Procedure, and the laws of the state and this Code.

The city shall be authorized to collect against the bond or letter of credit all fees, fines and penalties, as well as all expenses incurred by the enforcement of this article.

In the event a permittee is found to be in non-compliance by the code enforcement special master of the city or the county equivalent for any mural located within the county, any and all mural permits issued to such permittee pursuant to this article shall be immediately rescinded and the permittee shall forfeit the right to apply for any subsequent mural permits. A notice of rescission shall be provided to the permittee, and require the permittee to remove all murals permitted pursuant to this division within five days of receipt of such notice. If the permittee fails to remove the mural(s) after receipt of such notice, enforcement proceedings and fines shall be immediately initiated in accordance with [section 62-612](#).

(Ord. No. 13311, § 2, 2-23-12)

Sec. 62-613. Maintenance.

In the event a city code enforcement inspector finds that any mural permitted pursuant to this article is not being maintained in good repair or appears faded, torn, or in similar condition of deterioration, the code enforcement inspector shall send written notification of their findings to the permittee and the city manager or designee and shall order the permittee to repair the mural within ten days after receipt of such written notice. In the event the permittee fails to repair the mural to the satisfaction of the code enforcement inspector, the city manager or designee shall initiate proceedings to rescind the mural permit under [section 62-612](#). Notice shall be effectuated pursuant to [chapter 2](#), article X, Code enforcement.

The building owners shall assure that each building/structure for which a mural permit has been issued shall be throughout the term of the permit in full compliance with all applicable federal, state, county and city laws and regulations including, without limitation, building, life/safety, electrical, and similar technical codes, minimum housing, land use and zoning, sanitary, solid waste, storm water, water and sewer, and such other applicable laws as further the public health, safety and general welfare.

(Ord. No. 13311, § 2, 2-23-12)

Sec. 62-614. Conflict.

Notwithstanding any city ordinance to the contrary, this article shall exclusively control the legality, permitting, and approval process for murals in the city. Only murals authorized by this division shall be permitted in the city. Any murals not so authorized are hereby prohibited.

(Ord. No. 13311, § 2, 2-23-12)

Sec. 62-615. Rescission.

In the event this division is rescinded by the city commission in its entirety, all murals approved pursuant to this article shall be removed within 60 days from the date of such rescission or within the time for removal set forth in the county ordinance, whichever is sooner.

(Ord. No. 13311, § 2, 2-23-12)

Sec. 62-616. Appeals.

Any decisions of the city manager or designee pursuant to this article may be appealed to the city commission.

(Ord. No. 13311, § 2, 2-23-12)

Sec. 62-617. Opt-out provision.

The city opts-out of chapter 33, article 6, division 5 of the Miami-Dade County Code of Ordinances, as amended, per section 33-121.11 as applicable to murals, but expressly retains and adopts such regulations relating to other types of off-site advertising. The city has adopted the rules contained in this article, to regulate murals within the urban core and in proximity to expressways.

(Ord. No. 13311, § 2, 2-23-12)

Sec. 62-618. Reserved.

LOS ANGELES, CA

CPC-2008-2142-CA

SUMMARY

The proposed ordinance (Appendix B) updates Chapter 1 of the Los Angeles Municipal Code (LAMC) to establish new definitions for "Original Art Mural" to replace the old definition of a "mural sign." In doing so, it exempts new and existing Original Art Murals from a number of requirements and prohibitions which apply to murals when regulated as "signs". The proposed ordinance also adds a new definition for "Public Art Installation" to ensure that all public art (whether a mural or other object) is treated similarly and not to overlap with the City's regulations pertaining to commercial messages and signage.

New proposed Administrative Rules on Original Art Murals, to be implemented by the Department of Cultural Affairs (DCA), sets forth clear and consistent procedures and requirements for applying for a permit to create an Original Art Mural on private property. These rules and regulations set forth similar procedures and requirements for applying for a permit to protect and maintain existing Original Art Murals. These changes will remove unnecessary barriers for artists commissioned to express themselves and their work on private property.

These new opportunities for art citywide will contribute to livable, aesthetically pleasing and pedestrian friendly streetscapes in accordance with the goals and objectives of the City's General Plan. Finally, it will free both the Department of Building Safety and Department of Cultural Affairs from the undue costs of enforcement associated with the current mural ban. The proposed ordinance will not substantially alter the building regulations set forth by the Department of Building Safety which protect the citizenry from the use of unsafe or hazardous materials and maintain necessary forms of egress. Neither shall it alter rules set forth by the Department of Public Works in protecting the pedestrian right-of-way.

STAFF REPORT

Initiation

On October 19, 2011, the Los Angeles City Council "received and filed" various Council motions related to murals and instructed the Department of City Planning, in consultation with the City Attorney, to prepare and present an ordinance to adopt a "Vintage Mural Permit" to protect and preserve existing murals and a "Time, Place, Manner Permit" to enable the creation of new murals throughout the City.

CPC hearing

On July 12, 2012, the City Planning Commission (CPC) heard and deliberated on a proposed ordinance to allow the creation and preservation of Original Art Murals. Thirty speakers spoke on the proposed ordinance and expressed concerns regarding: (1) digitally printed images being permitted as murals; (2) the registration fee for new murals; (3) the registration fee for existing murals; (4) the 100 foot height limitation, and; (5) the mural ban on residential buildings with fewer than five units.

Background

In 1986, the City adopted a Comprehensive Sign Code to address citywide signage. As part of that Code, a definition of *mural sign* being "a sign that is painted on or applied to and made integral with a wall, the written message of which does not exceed three percent of the total area of the sign" was included. Prior to the 1986 ordinance, murals were not defined and, therefore, not regulated. Without any regulation, murals soon became commonplace throughout the City. However, the 3% text limitation, a provision to distinguish art from advertising, proved a severe limitation to the recognition of the burgeoning, text-based, "graffiti art" styles of large scale outdoor painting that were developing in Los Angeles. Murals with more than 3% text, whether graffiti style or illuminated manuscript, were classified as signs while, theoretically, giant paintings of commercial logos could be considered a mural.

In 2002, the City's exemption for fine art murals from the Comprehensive Sign Code was challenged on the grounds that the City was unconstitutionally privileging one type of protected speech over another by prohibiting unlimited space in the built environment to advertising. The court ruled to place a general ban on outdoor advertising while creating the enabling legislation to establish the concept of "sign districts" to permit outdoor advertising in designated areas tailored to specific communities. This ban included *mural signs*.

Since 2002, a number of sign districts, specific plans, and development agreements have been adopted to allow special sign rules in areas throughout the City. However, such zoning tools are expensive and time-consuming to establish, often adopted to enable signage revenue for particular development projects. Once established, the wall space within a sign district becomes valuable advertising space thereby limiting space for murals. Since 2008, a number of Council motions instructed relevant City departments to suggest ways out of the ban and the Department of Cultural Affairs has submitted several reports detailing potential new approaches to permit murals.

In 2010, with the resolution of the World Wide Rush lawsuit that deemed the ban on off-site signs unconstitutional, the City was able to move forward with considering both revisions to the Comprehensive Sign Code and a separate mural ordinance. The attached ordinance (Appendix A) outlines a new mural program for the City.

Current Regulation of Murals

Murals are not entirely banned in Los Angeles. The Comprehensive Sign Code currently contains three, narrow outlets by which murals may be lawfully created on private property. In addition, because of government speech protections, murals may be created on public property, whether owned by the City, County, State, or Federal Government. Such protections allow the Venice Art Walls, mural programs on LAUSD campuses, multi-media public art at Metro rail stations, etc.

Further, existing murals, created prior to the 2002 ban and those approved through past mural programs are presumably grandfathered in today's existing regulations. However, the lack of clarity in current regulations threatens many of these murals as property owners are unsure whether their existing murals are protected. Some have faced citations. Others have painted over murals fearing violations. Moreover, new murals are banned and there is no mural permitting or registration system. Individuals painting or allowing new fine art murals on private property that are visible from the public right-of-way may violate the sign code.

Outreach & Development of Proposed Ordinance

In early 2011, Council District 11 organized a series of mural meetings with the Venice Arts Council and the Venice Neighborhood Council and invited staff from DCP and DCA. In July, 2011, DCP organized a "Mural Working Group" at the Southern California Institute of Architecture to workshop three potential solutions to the mural ban that had been discussed in Council Committee and previous reports. In August, 2011, DCP presented these three options, "public art easements," "time/place/manner permits," and "mural districts," to the Cultural Affairs Commission. On October 12, 2011, DCP made the same presentation of potential options to the joint-PLUM/APN Committee of the City Council. The Committee voted to move forward with developing a time/place/manner permit for new murals and an existing "vintage" mural permit. City Council voted to support the Committee's action on October 19, 2011.

Since October 2011, DCP held workshops on the essential components of the proposed ordinance (Appendix B). On December 7, 2011, DCP released a "discussion draft" of the mural ordinance for a 60-day public comment period. On January 10, 2012 staff held an official workshop and public hearing in City Hall to gather public testimony on the discussion draft. From late October 2011 through early February 2012 when the comment period ended, DCP staff participated in over two dozen outreach events organized by various Council Offices, arts organizations, galleries, and emergent groups of individual artists, culminating in a meeting in the Arts District on February 7, 2012 where nearly 200 stakeholders attended. Through links on media sites and the blogosphere, thousands of people have viewed the discussion draft on Code Studies' social media outlets. Over 800 Angelenos attended at least one of the various "Mural Ordinance Update" meetings. Over 250 individuals submitted written comments by email or spoke at the January 10, 2012 hearing.

In addition to local outreach, extensive research on other cities' mural ordinances was instrumental in structuring a mural ordinance for Los Angeles. Specifically, several components of the proposed ordinance mirror that of Portland, Oregon's successful mural program.

Proposed Ordinance

The proposed ordinance (Appendix B) amends Article 4.4 (the Sign Code) of the Los Angeles Municipal Code (LAMC) and amends Article 3 of Chapter 7 of the Los Angeles Administrative Code. The LAMC edits carve out a distinct space for murals in the City's sign regulations while the Administrative Code edits establish a time/place/manner administrative permitting system for murals on private property to be administered by the Department of Cultural Affairs (DCA). Additionally, Public Art Installations are included in the proposed ordinance to ensure that all public art (whether a mural or other object) is treated similarly and does not conflict with the City's regulations pertaining to commercial messages and signage.

The new Administrative Code Section 22.119 sets forth specific Administrative Rules for applying for permits for new Original Art Murals and the preservation of existing Original Art Murals. Further, DCA will supplement the mural permit application with clear and concise instructions for the applicant in supplying all the necessary information for permitting. If these applications are fully completed and submitted, and all the requirements set forth in this section are met, the intended project will receive a permit without exception. All mural permit fees will be directed towards the pre-existing "Cultural Affairs Trust Fund" as outlined in Article 11 of Chapter 5 of the Los Angeles Administrative Code. The fund shall be used in support of ongoing cultural programs.

The effect of these changes will be the creation of permitting new Original Art Murals and documenting existing Original Art Murals and exempting such murals from applicable restrictions in the current Sign Code and other ordinances that regulate signs. These edits follow the Council's instruction to create a "time/place/manner" "administrative permit" to allow the creation of new fine art murals and an existing "vintage" mural permit to preserve and protect existing murals.

The proposed ordinance requires that an Original Art Mural shall:

1. remain unaltered for a minimum of two years
2. not exceed the height of the structure
3. not extend more than six inches from the building façade
4. not exceed 100 feet
5. not include electrical or moving components
6. not cover windows or doors
7. be banned on residential buildings with fewer than five units
8. comply with the illumination limitations for billboards

Changes to the July 12, 2012 draft ordinance include:

1. murals and public art installations must comply with billboard lighting standards
2. digitally printed image murals are allowed for restoration purposes only
3. digitally printed image murals must receive LAFD and DBS approval
4. fees are not required to register an existing mural
5. all new mural fees are set at \$60

Administrative Rules

Several provisions of the proposed ordinance refer to "Administrative Rules" to be established by DCA to implement the mural ordinance. These rules refer to simple procedural matters that need not be codified but are important to processing and documenting mural requests. The Administrative Rules spell out the type of information DCA needs to adequately document a new or existing mural. Further, the mural ordinance will require inter-agency cooperation between DCA, DCP, and DBS for implementation. For example, DCA must know when and how to refer mural requests to DBS for approval of possible tiling materials or to DCP for review with compliance of protections for historic structures. DBS must be able to identify and recognize DCA's mural permits when investigating potential sign violations. The Administrative Rules allow some flexibility in changing the basic mechanics of the program design without needing to come back and adopt a new ordinance for simple fixes.

CONCLUSION

The proposed ordinance sets forth clear requirements and regulations for declaring and registering a proposed piece of art as an Original Art Mural or a Public Art Installation and the proper registration requirements for declaring an existing piece of art as an existing Original Art Mural or Public Art Installation. In doing so, the ordinance will exempt such works from a number of stringent requirements applied to signage in the City in recognition of the fact that there is clear and positive public benefits to street-level mural art and other public art.

The new protections afforded mural and other public art will further release the City's public agencies from the costs of continued enforcement of the current sign regulations. Finally it will demonstrate the City's commitment to the prosperous cultural and artistic life of its citizenry. This ordinance clarifies enforcement responsibilities and should relieve thousands of property owners from the threat of potential current sign violations. Further, DCA will be empowered to permit and encourage new Original Art Murals and Public Art Installations on private property throughout the City through an accessible, sensible, cost-neutral administrative permit.

APPENDIX B

A proposed ordinance amending Sections 14.4.2, 14.4.3, 14.4.4, and 14.4.20 of the Los Angeles Municipal Code and amending Sections 5.111.2 & 22.116 of and adding Section 22.119 to the Los Angeles Administrative Code to allow for the creation of new Original Art Murals and the preservation of existing Original Art Murals on private property.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. The following definition is deleted from Section 14.4.2 of the Los Angeles Municipal Code:

~~**Mural Sign.** A sign that is painted on or applied to and made integral with a wall, the written message of which does not exceed three percent of the total area of the sign.~~

Sec. 2. The following definitions are added to Section 14.4.2 of the Los Angeles Municipal Code:

Original Art Mural. A hand-painted, hand-tiled, or digitally printed restorative image on the exterior wall of a building that does not contain any commercial message. For definition purposes, a commercial message is any message that advertises a business conducted, services rendered, or goods produced or sold.

Public Art Installation. A facility, amenity, or project that does not contain any commercial message and which is either an "approved public arts project" as defined by Section 19.85.4 of the Los Angeles Administrative Code or approved pursuant to Section 91.107.4.6 of the Los Angeles Municipal Code. For definition purposes, a commercial message is any message that advertises a business conducted, services rendered, or goods produced or sold.

Sec. 3. Subsection E of Section 14.4.3 of the Los Angeles Municipal Code is deleted:

~~**Mural Signs.** The following provisions of this Code, as applicable, shall apply to mural signs: Section 14.4.4A.; 14.4.5; 14.4.6; 14.4.20; 91.6205; and 91.6207.~~

Sec. 4. Subdivision 10 of Subsection B of Section 14.4.4 of the Los Angeles Municipal Code is deleted:

~~10. Are mural signs, except when mural signs are specifically permitted pursuant to a legally adopted specific plan, supplemental use district or an approved development agreement.~~

Sec. 5. Section 14.4.20 of the Los Angeles Municipal Code is amended to read:

SEC. 14.4.20. MURAL SIGNS. ORIGINAL ART MURALS and PUBLIC ART INSTALLATIONS.

~~Approval for mural signs shall be obtained from the Cultural Affairs Commission. The placement, height, and, and overall area of a mural sign shall be as approved by the Cultural Affairs Commission. In making its determination, the Cultural Affairs Commission shall find that the proposed sign does not conflict with the purposes and objectives set forth in Section 14.4.1 of this Code.~~ Original Art Murals registered pursuant to the requirements of Section 22.119 of the Los Angeles Administrative Code are not considered signs and therefore are not subject to the provisions of this Article or any other ordinance that regulates signs. "Murals" that are not registered pursuant to the requirements of Section 22.119 of the Los Angeles Administrative Code shall be considered signs and are subject to the provisions of this Article or any other ordinance that regulates signs and digital displays. Public Art Installations that are registered pursuant to the requirements of Section 19.85.4 of the Los Angeles Administrative Code or the requirements of Section 91.107.4.6 of the Los Angeles Municipal Code are not signs but are subject to Section 14.4.4-E of this Article and any other applicable zoning and land use regulations set forth in the Los Angeles Municipal Code. A building permit from the Department of Building and Safety is required for new hand-tiled or digitally printed Original Art Murals and all Public Art Installations.

Sec. 6. Subsection h of Section 5.111.2 of the Los Angeles Administrative Code is added to read:

(h) Fees charged for the registration of new and existing Original Art Murals, pursuant to Section 22.116(b) of the Los Angeles Administrative Code, shall be placed in the Fund and allocated for mural registration program implementation.

Sec. 7. Section 22.116 of the Los Angeles Administrative Code is amended to read:

SEC. 22.116. ~~Design Approval Fees~~

(a) SCHEDULE OF FEES FOR APPLICATION FOR ARCHITECTURAL APPROVAL

As required by Section 22.109 of this Code, each application for approval of the design or location of any arch, bridge, structure, or approach belonging to any private individual or corporation by the Board of Cultural Affairs Commissioners shall be accompanied by the payment of a fee in accordance with the following schedule:

SCHEDULE OF FEES FOR APPLICATION FOR ARCHITECTURAL APPROVAL

TOTAL VALUATION OF PROJECT

Total Valuation of Project		Fee
From	To	
\$0.00	\$1,500.00	\$60.00
1,500.01	10,000.00	80.00
10,000.01	25,000.00	100.00
25,000.01	50,000.00	120.00
50,000.01	150,000.00	140.00
150,000.01	250,000.00	160.00
250,000.01	500,000.00	200.00
500,000.01	1,000,000.00	300.00
1,000,000.01	over	400.00

b) FEE FOR NEW MURAL REGISTRATION

As required by Section 22.119 of this Code, each application for registration with the Department of Cultural Affairs of an Original Art Mural on private property shall be accompanied by the payment of a \$60 fee. Monies collected from each application for mural registration shall be deposited into the Cultural Affairs Department Trust Fund, as established by Section 5.111.2 of the Los Angeles Administrative Code, for mural registration program implementation.

Sec. 8. Section 22.119 of the Los Angeles Administrative Code is added to read:

SEC. 22.119. Original Art Murals on Private Property

Purpose. The purpose of this section is to provide registration requirements and regulations for new and existing Original Art Murals as defined in Section 14.4.2 of the LAMC. For purposes of this section, an existing Original Art Mural is an Original Art Mural that existed prior to the effective date of this ordinance.

A. Original Art Mural Registration.

1. Authority. The Department of Cultural Affairs shall have the authority to determine that an application for an Original Art Mural meets all of the applicable registration requirements following procedures established in the Administrative Rules.

2. Administrative Rules. The Department of Cultural Affairs is authorized and directed to adopt Mural Ordinance Administrative Rules implementing this Section.

3. Neighborhood Involvement Requirement. The Mural Ordinance Administrative Rules to be adopted by the Department of Cultural Affairs shall include a neighborhood involvement requirement for any applicant of a new Original Art Mural to provide notice of and to hold a community meeting on the mural proposal at which interested members of the public may review and comment upon the proposed mural. No new Original Art Mural shall be registered until the applicant certifies that he or she has completed the Neighborhood Involvement Requirement. This is a procedural requirement only and in no event will Original Art Mural registration be granted or denied based upon the content of the mural.

4. Covenant. The applicant shall record a covenant with the Office of the County Recorder and the Department of Cultural Affairs. The covenant shall be valid as long as the mural exists and shall affirm that the mural complies with the Original Art Mural Regulations specified in Subsection B of this Section.

5. Change of Ownership. Upon a change of ownership of the property to which the mural is affixed, a new owner may deregister the mural with the Department of Cultural Affairs and terminate the covenant.

B. Original Art Mural Regulations. Original Art Murals that meet all of the following requirements will be allowed upon satisfaction of the applicable registration procedures:

1. The new Original Art Mural shall remain in place, without alteration, for a minimum period of two years. "Alterations" includes any change to a permitted mural, including but not limited to any change to the image(s), materials, colors, or size of the permitted mural. "Alteration" does not include naturally occurring changes to the mural caused by exposure to the elements or the passage of time. Minor changes to the permitted mural that result from the maintenance or repair of the mural shall not constitute "alteration." Such minor changes may include slight and unintended deviations from the original image, colors, or materials that occur when the permitted mural is repaired due to the passage of time or as a result of vandalism. New Original Art Murals may be removed within the first two years of the date of registration under the following circumstances:

- a. the property on which the mural is located is sold; or
- b. the structure or property is substantially remodeled or altered in a way that precludes continuance of the mural; or
- c. the property undergoes a change of use authorized by the Department of Building and Safety.

2. No part of a new or existing Original Art Mural shall exceed the height of the structure to which it is tiled, painted, or affixed

3. No part of a new or existing Original Art Mural shall extend more than 6 inches from the plane of the wall upon which it is tiled, painted, or affixed.

4. No part of a new Original Art Mural shall exceed a height of 100 feet above grade.

5. No new or existing Original Art Mural may consist of, or contain, electrical or mechanical components, or changing images (moving structural elements, flashing or sequential lights, lighting elements, or other automated methods that result in movement, the appearance of movement, or change of mural image or message, not including static illumination turned off and back on not more than once every 24 hours).

6. No new Original Art Mural shall be placed over the exterior surface of any building opening, including, but not limited to, windows, doors, and vents.

7. No new Original Art Mural shall be placed on a lot that has an exclusively residential structure with fewer than five dwelling units.

8. No new Original Art Mural shall be arranged and illuminated in a manner that will produce a light intensity of greater than three foot candles above ambient lighting, as measured at the property line of the nearest residentially zoned property.

9. Digitally printed restorative image murals shall receive LAFD and LADBS approval.

Sec. 9. The City Clerk shall certify ...

LAND USE FINDINGS

1. In accordance with Charter Section 556, the proposed ordinance (Appendix A) is in substantial conformance with the purposes, intent and provisions of the General Plan in that it supports:

Goal 3D of the Framework Element of the General Plan, "Pedestrian-oriented districts that provide local identity, commercial activity, and support Los Angeles' neighborhoods," – Appendix A specifically addresses Objective 3.8, to "Reinforce existing...neighborhood districts which accommodate a broad range of uses that...promote neighborhood activity, are compatible with adjacent neighborhoods, and are developed as desirable places to work and visit" through implementation of Policy 3.8.4, which aims to "enhance pedestrian activity by the design and siting of structures in accordance with Chapter 5 *Urban Form and Neighborhood Design*" toward enhanced "livability" by addressing the lack of "visual and recreational amenities"; and

Goal 3F of the Framework Element of the General Plans aims at creating, "Mixed-use centers that provide jobs, entertainment, culture, and serve the region," – Appendix A addresses Objective 3.10 to "Reinforce existing and encourage the development of new regional centers that accommodate a broad range of uses that serve...and are accessible to the region, are compatible with adjacent land uses, and are developed to enhance urban lifestyles" through implementation of Policy 3.10.3 by allowing for murals on private property which "Provide for the development of public streetscape improvements, where appropriate."

2. In accordance with Charter Section 558 (b) (2), that the proposed ordinance (Appendix A) is directly related to the General Plan, specific plans, or other plans being prepared by the Department of City Planning in that it supports:

Goal 5A of the Framework Element of the General Plan, "A livable City for existing and future residents and one that is attractive to future investment. A City of interconnected, diverse neighborhoods that builds on the strengths of those neighborhoods and functions at both the neighborhood and citywide scales." – Appendix A addresses Objective 5.5 to "Enhance the livability of all neighborhoods by upgrading the quality of development and improving the quality of the public realm" by the increased allowance of community-based and site specific murals that fulfill Policy 5.5.3 to "Formulate and adopt building and site design standards and guidelines to raise the quality of design Citywide" with respect to murals and public art improvements; and

Goal 7A of the Framework Element of the General Plan, which aims to create a "vibrant economically revitalized City," by addressing Objective 7.8, to "Maintain and improve municipal service levels throughout the City to support current residents' quality of life and enable Los Angeles to be competitive when attracting desirable new development" by creating a sensible mural permitting process where one does not currently exist. The clustering of creative industry in Los Angeles has given it a regional advantage in this regard, and the arts have proven themselves to be the precursor to investment and economic development in increasing demand for complementary goods and services as well as attracting the highly productive

"creative class." In this way expanded space for artists can fulfill policy 7.8.1., to "place the highest priority on attracting new development projects to Los Angeles which have the potential to generate a net fiscal surplus for the City.

ENVIRONMENTAL FINDING

A Categorical Exemption, ENV-2008-2143-CE, was signed on this matter on April 25, 2012, and this ordinance was determined to constitute a Class 1 Categorical Exemption; where the adoption and implementation of the proposed "mural ordinance" will permit only "operation, repair, maintenance or minor alteration of existing private .. structures" (Section 15301). Per City of Los Angeles CEAQ Guidelines, the project constitutes a Class 1 Categorical Exemption for "interior or exterior alteration, remodeling, or minor construction where there will be negligible or no expansion of use" (Article 3, Class 1.a.). Per CEQA Guidelines Section 15352, the passage of this ordinance by City Council is the final legislation action and constitutes an "approval" for purposes of CEQA.