



Lake Park Town Commission, Florida

Regular Commission Meeting

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

August 19, 2026

Immediately Following the Special Call CRA Meeting

Roger Michaud	—	Mayor
Michael Hensley	—	Vice Mayor
John Linden	—	Commissioner
Michael O'Rourke	—	Commissioner
Judith Thomas	—	Commissioner
Richard J. Reade	—	Town Manager
Thomas J. Baird	—	Town Attorney
Vivian Mendez, MMC	—	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 contract the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CIVILITY AND DECORUM

The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:

- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
- Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

SPECIAL PRESENTATION/REPORT:

- [1.](#) Presentation - Children's Services Council of Palm Beach County
- [2.](#) Presentation - Palm Beach County Sheriff's Office - District 10 - 2025 Annual Report
- [3.](#) Presentation - Palm Beach County Sheriff's Office Citizens Law Enforcement Academy (CLEA)

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.

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.

- [4.](#) Regular commission Meeting Minutes - August 5, 2026
- [5.](#) Resolution 63-08-26 – Amendment (Renewal – Addendum #23) – Law Enforcement Service Agreement – Palm Beach County Sheriff's Office – FY 2027 - \$4,061,845
- [6.](#) Resolution 64-08-26 – Community Development Block Grant (CDBG) Grant Amendment #002 (Revised) - Palm Beach County Department of Housing and Economic

Development (DHED) - Kelsey Park Splash Pad Project – \$37,209 (Total Grant Funding \$438,125)

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

7. Ordinance 08-2026 Amending Chapter 9 Entitled “Collection of Costs” and “Filing of Lien” Pertaining to Hearing and Fines.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 9, ARTICLE II, SECTIONS 9-37(c) AND 9-39(e) OF THE TOWN CODE, ENTITLED “COLLECTION OF COSTS” AND “FILING OF LIEN”, PERTAINING TO HEARINGS AND FINES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: NONE

NEW BUSINESS:

8. Resolution 65-08-26 - Collaborative Agreement - BRIDGES of Lake Park
9. Resolution 66-08-26 - Town of Lake Park Master Fee Schedule (Update)
10. Resolution 67-08-26 – Construction Services Agreement (ITB #116-2026) – Evergreen House Restoration & Preservation – Phase 2 Interior Improvements with Limited Phase 1 Exterior Work – LaPorta Contracting, LLC – \$300,000.00

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on September 2, 2026



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 19, 2026

Originating Department: Clerk

Agenda Title: Presentation - Children's Services Council of Palm Beach County

Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$0.00 **Funding Source:** _____

Account Number: _____ **Finance Signature:** _____

Advertised:

Date: NA **Newspaper:** _____

Attachments: None

Please initial one:

_____ Yes I have notified everyone

LW Not applicable in this case

Summary Explanation/Background:

The Children's Services Council of Palm Beach County (CSC) regularly connects with local governments within the county to share how the CSC is investing public dollars within our communities. This year, the CSC has provided approx. \$3.3 million to support programs and/or activities within the Lake Park community.

The CSC supports more than 700 organizations across Palm Beach County and more than 52,000 children and their families were served last year. Many residents are unaware of the support and services that the CSC provides to uplift children and families throughout our county.

Mr. Andrew Tello and Ms. Yanela Vickers will be in attendance to share more about CSC's impact in Lake Park and answer questions that the Commission may have.

Recommended Motion:

N/A



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 19, 2026

Originating Department: Communications And Grants

Agenda Title: Presentation - Palm Beach County Sheriff's Office - District 10 - 2025 Annual Report

Agenda Category (i.e., Consent, New Business, etc.):

Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$0.00 **Funding Source:** _____

Account Number: _____ **Finance Signature:** _____

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Palm Beach County Sheriff's Office - District 10 - 2025 Annual Report

PowerPoint Presentation

Please initial one:

_____ Yes I have notified everyone

MA Not applicable in this case

Summary Explanation/Background:

Palm Beach County Sheriff's Office (PBSO) District 10 Captain Terria Sanford will present the Town of Lake Park's Annual Report for January 1, 2025 to December 31, 2026.

Within the report, Captain Sanford will discuss the following:

- Calls For Service
- Patrol Operations
- Homicide/Sexual Assault
- Robbery
- Shootings/Stabbings
- Vehicle And Residential Burglary Incidents

- Business And Construction Burglary Incidents
- Larceny/Shoplifting Incidents
- Stolen Vehicles/Recoveries
- Traffic
- License Plate Readers (LPR)/Town Of Lake Park Cameras
- Community Policing
- Community Events
- Community Service Aide (CSA)
- Additional District Accomplishments

Recommended Motion:

I move to accept the PBSO - District 10 - Annual Report for January 1, 2025 – December 31, 2025



Annual Report Calendar Year 2025

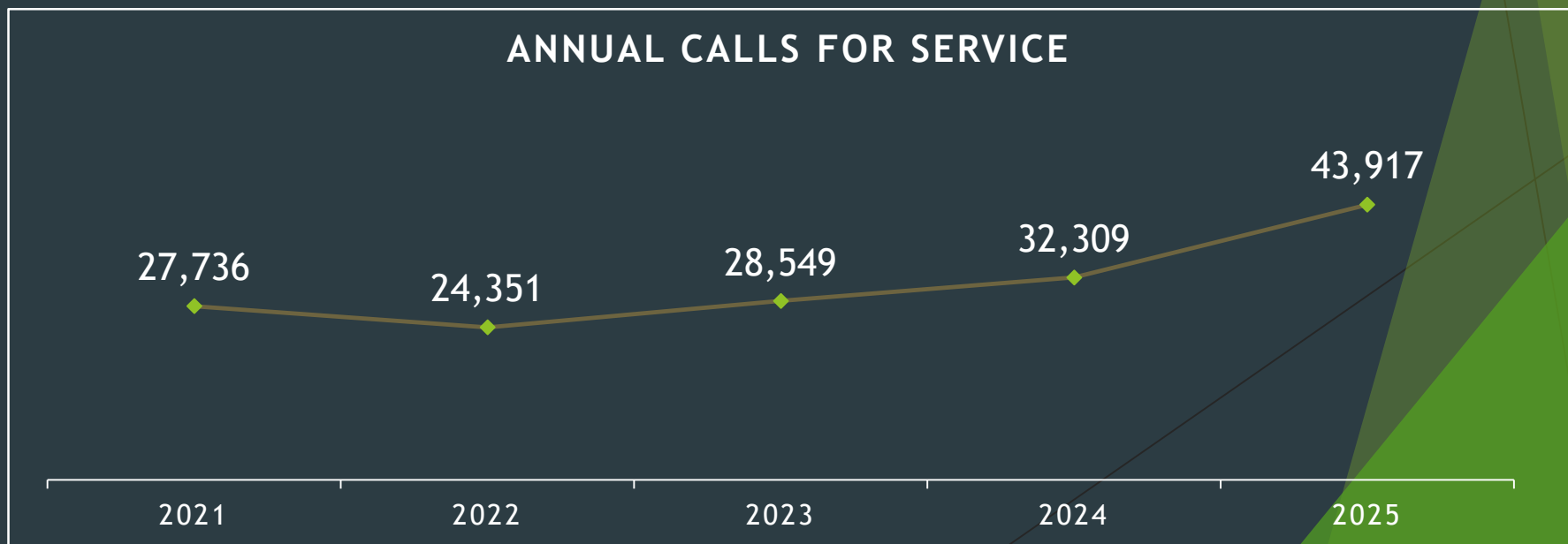
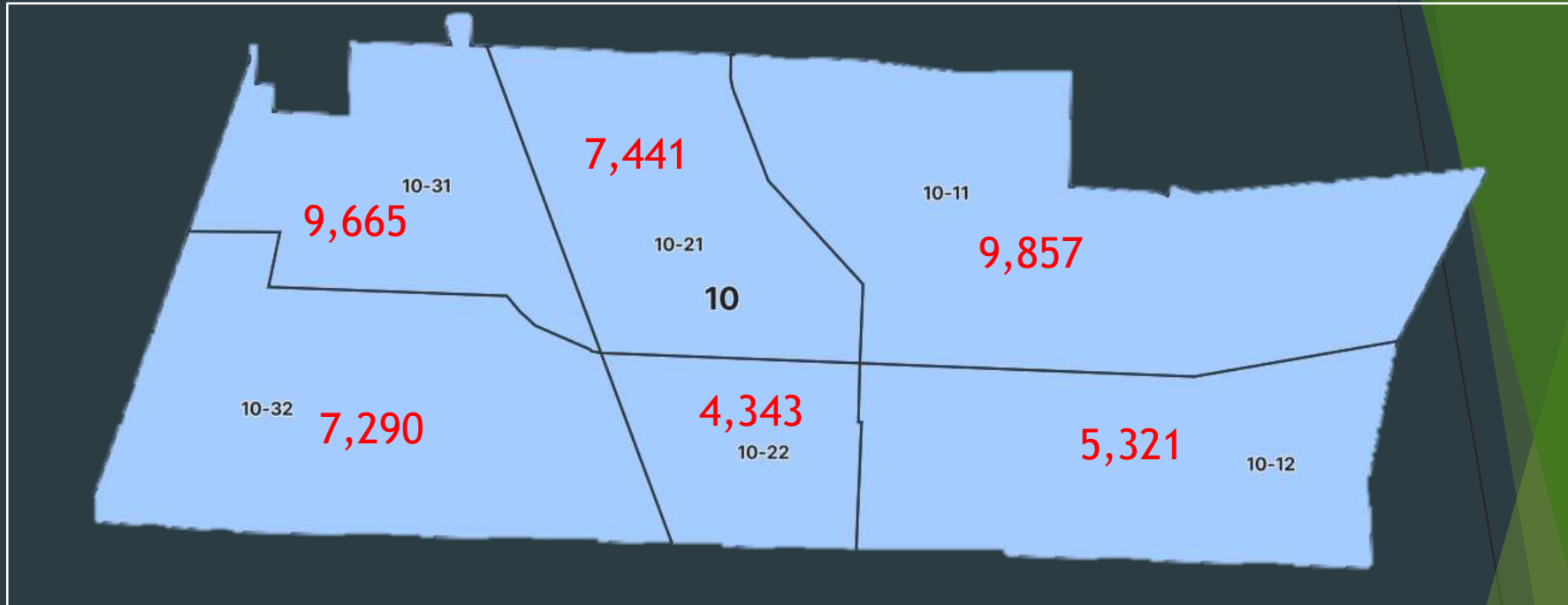


**PALM BEACH COUNTY SHERIFF'S OFFICE
DISTRICT 10 – TOWN OF LAKE PARK**

Calls For Service

Item 2.

- CFS increased by 11,608 or 36% from 2024
- 30,488 or 69% CFS were self-initiated activities.



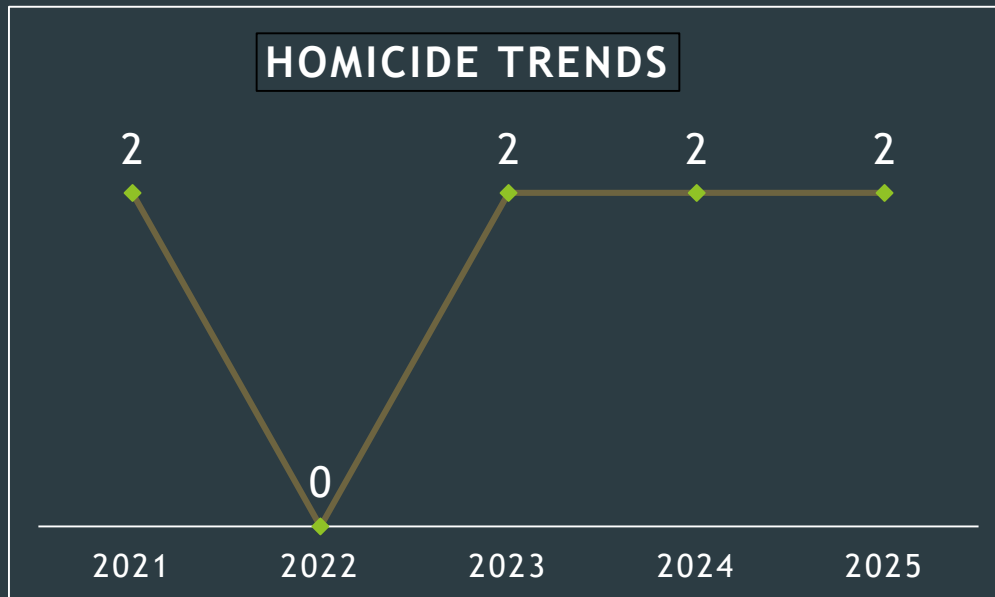
Patrol Operations

- Total Events: **44206**
- Total Events w/Case Numbers: **2602**
- Total Cases Cleared by Arrest: **404**
 - Arrest: **353**
 - Notice to Appear: **51**
- Total Directed Patrols: **26844**
- Total Community Action Plan Events: **3669**
- Total Traffic Stops: **3641**
- Total Citations Written: **1229**
- Total Written Warnings: **1912**
- Total Town Ordinance Violations:
 - Citation: **55**
 - Warnings: **34**
- Total Gang FIR: **3**
- Total FIR: **535**

Homicide / Sexual Assault

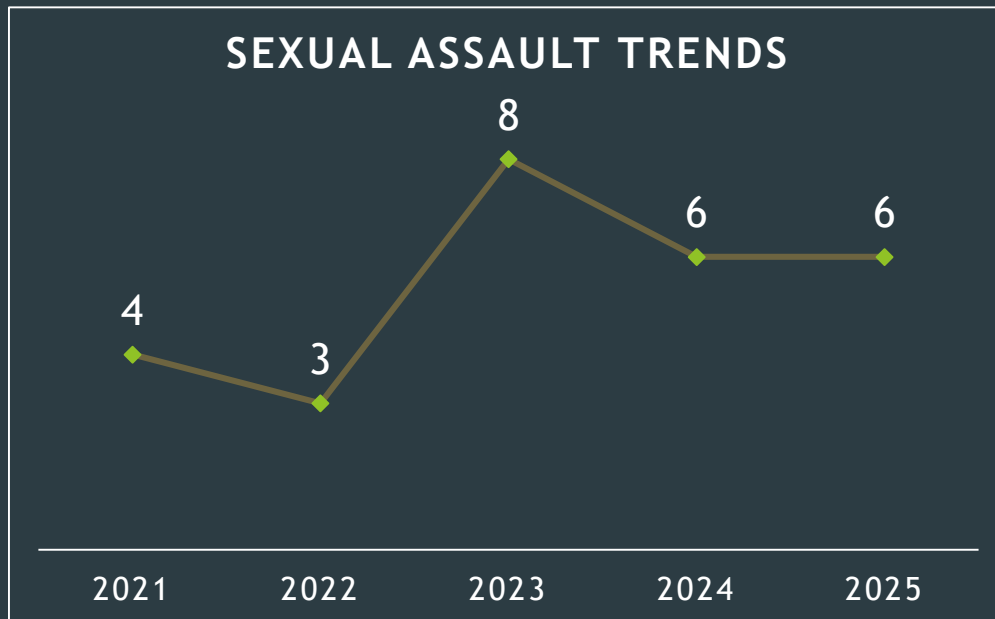
Item 2.

HOMICIDE TRENDS



No Increase
from 2024 to
2025

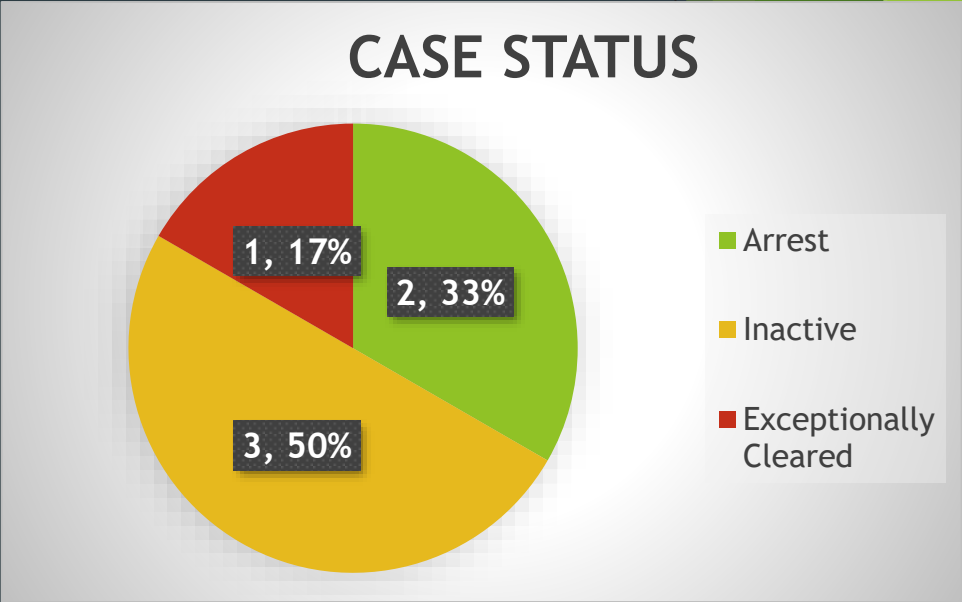
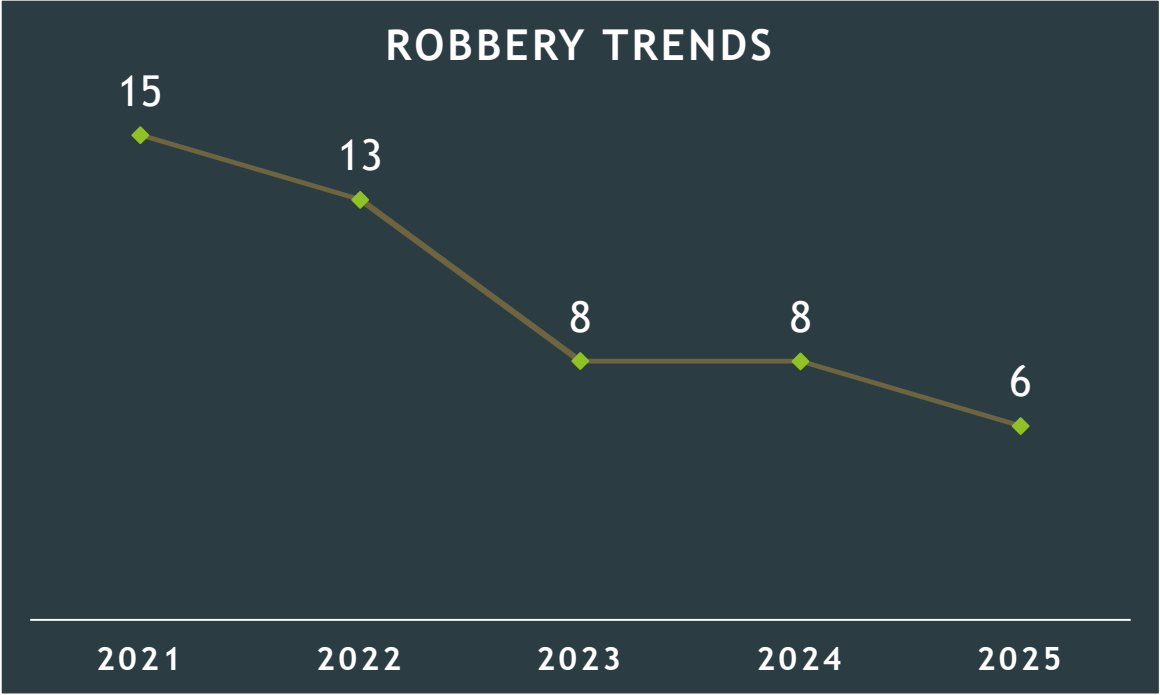
SEXUAL ASSAULT TRENDS



*(5) Out of the (6) Sexual Assault cases were acquaintance related

Robbery Incidents

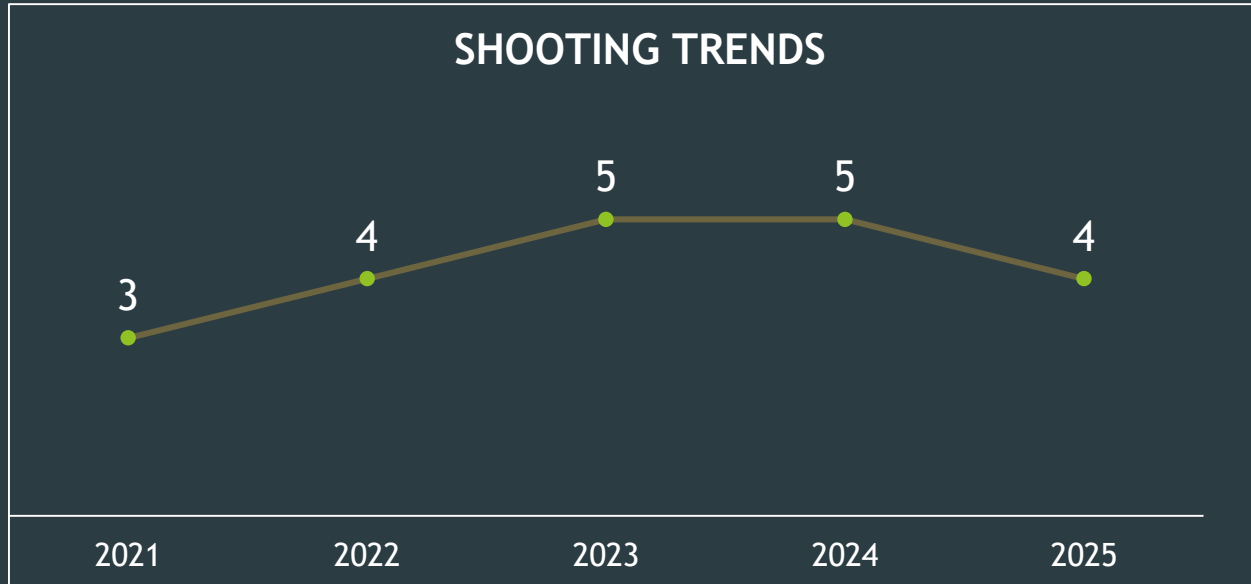
25% decrease
from 2024



Shooting / Stabbings

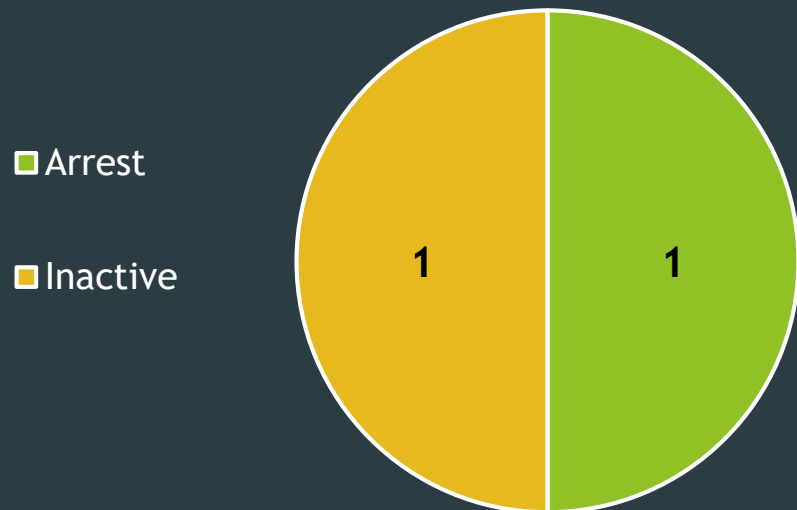
Item 2.

SHOOTING TRENDS

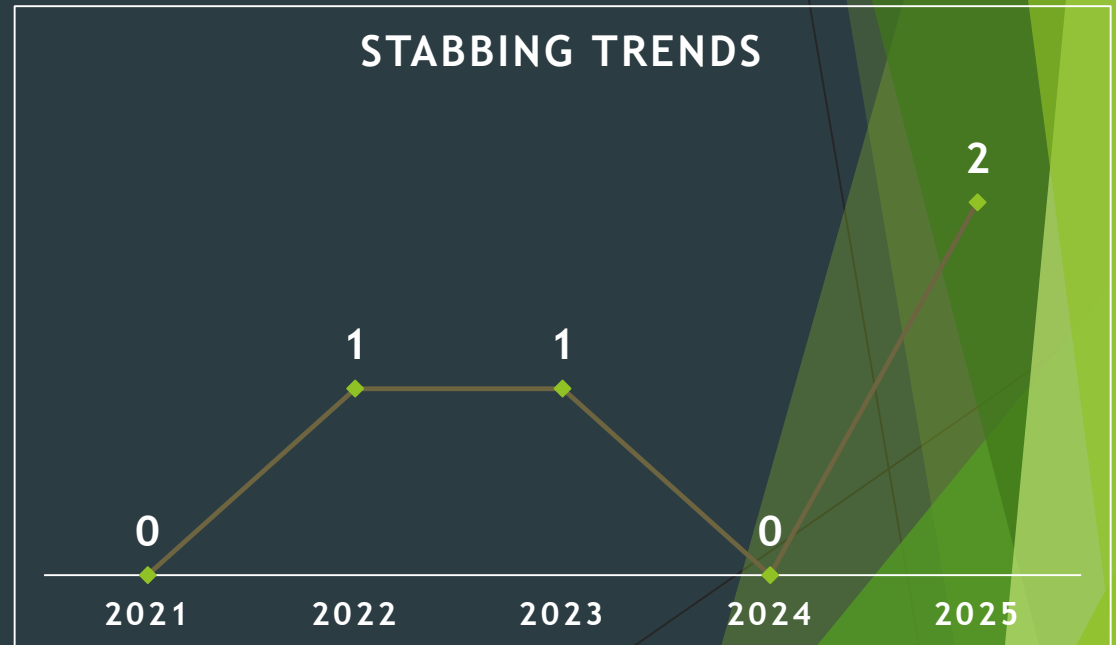


20%
Decrease
from 2024

Case Status



STABBING TRENDS

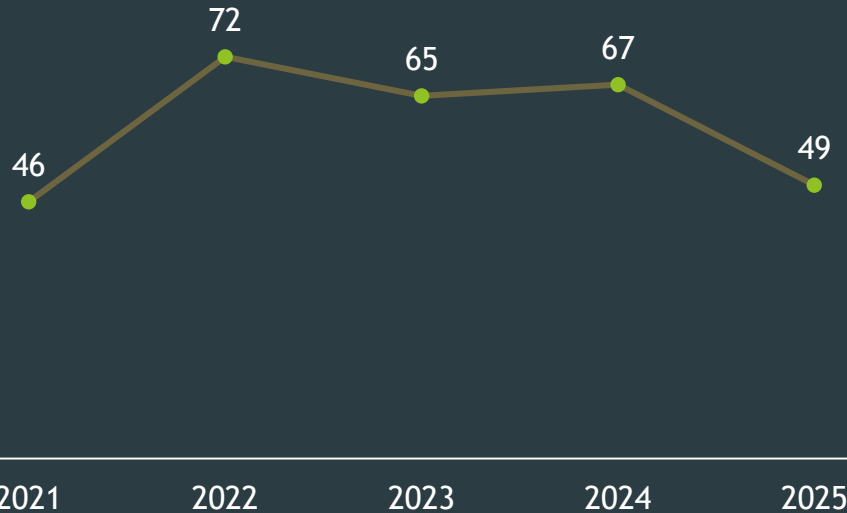


***2025: (1) Stabbing was acquaintance related**

Vehicle and Residential Burglary Incidents

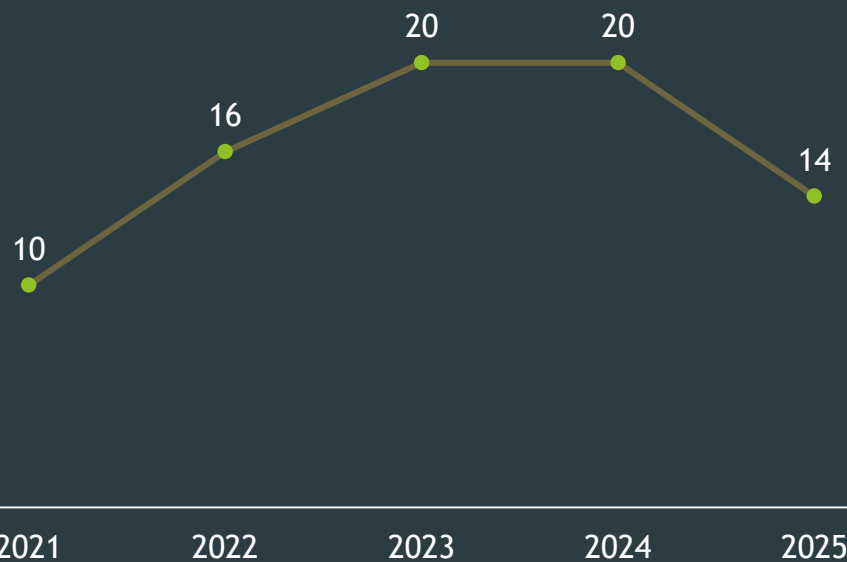
Item 2.

VEHICLE BURGLARY TRENDS



27% decrease from 2024
(34) or 69% were unlocked

RESIDENTIAL BURGLARY TRENDS

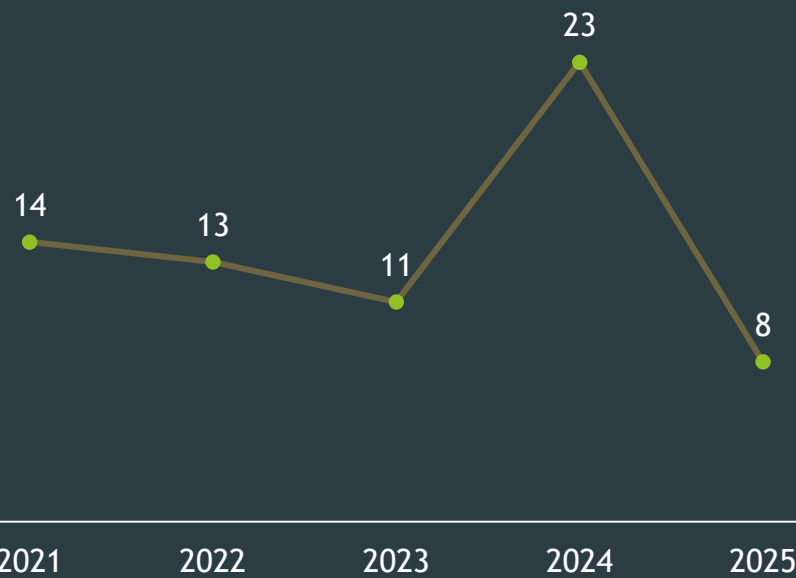


30% decrease from 2024
(1) Arrest cleared (4) cases

Business and Construction Burglary Incidents

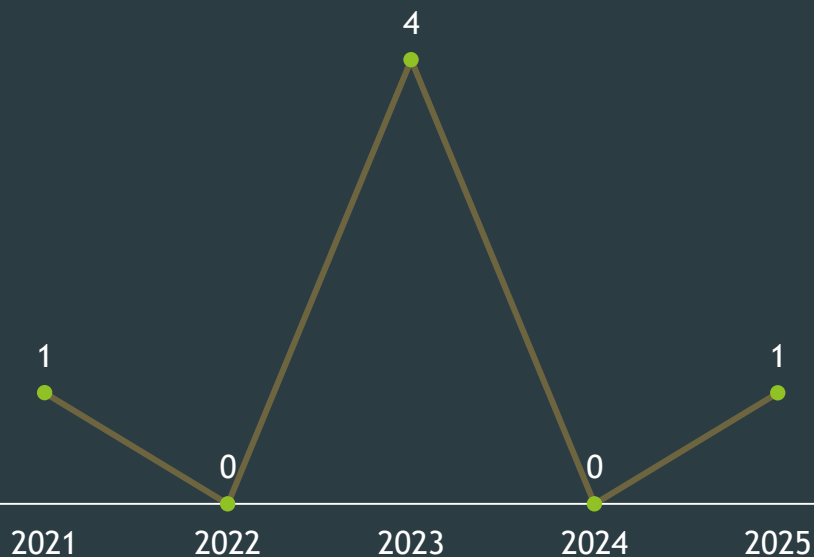
Item 2.

BUSINESS BURGLARY TRENDS



65% decrease from 2024

CONSTRUCTION BURGLARY TRENDS

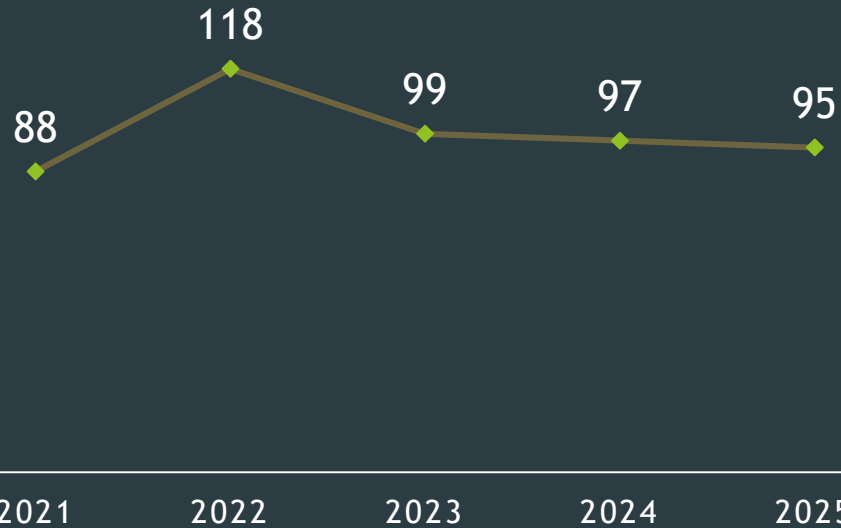


27% decrease from 2024

Larceny / Shoplifting Incidents

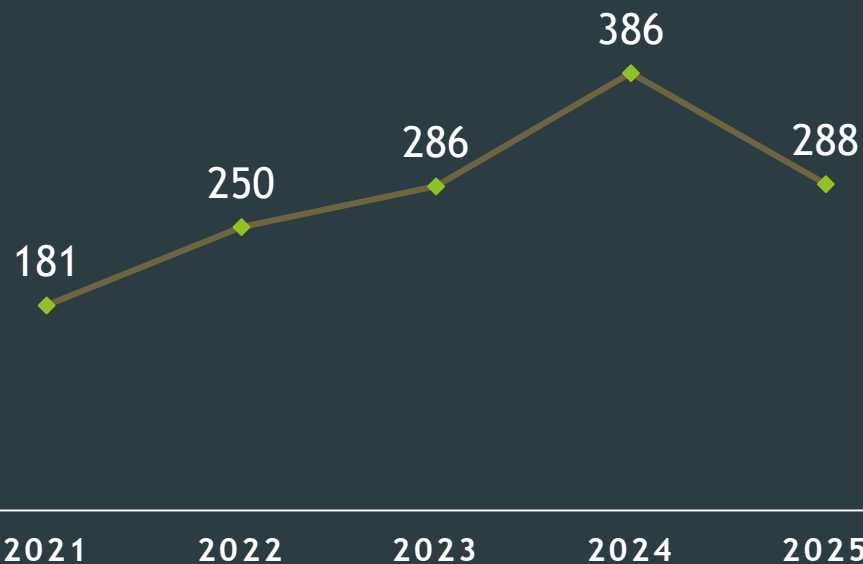
Item 2.

LARCENY TRENDS



2% decrease from 2024

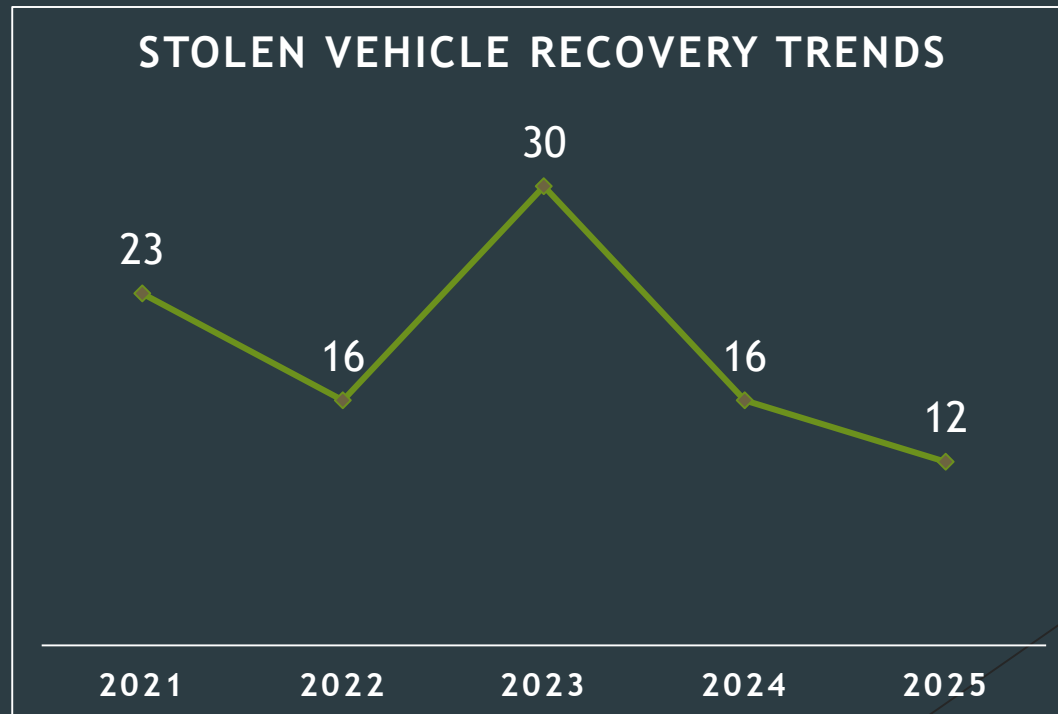
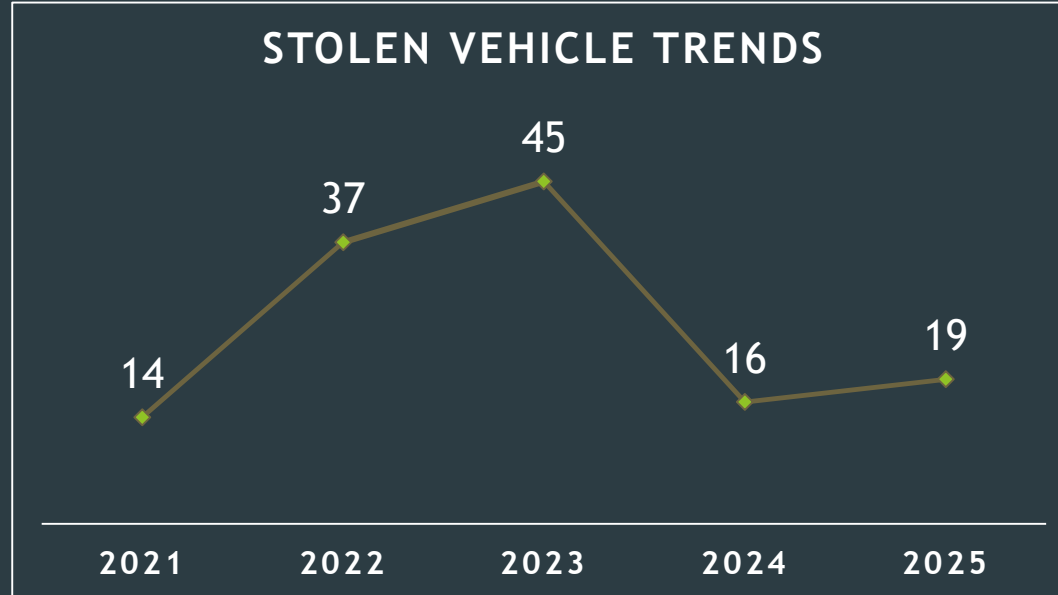
SHOPLIFTING TRENDS



25% decrease from 2024
(135) or 47% occurred at Target

Stolen Vehicles / Recoveries

Item 2.



Traffic

Item 2.

2025 CRASH STATISTICS

500

465

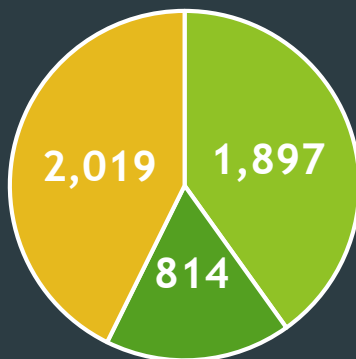
2024

2025

Top (3) Crash Locations:

1. (25) 101 N. Congress Ave.
2. (16) 1262 Northlake Blvd.
3. (10) 500 N. Congress Ave & Northlake Blvd & Old Dixie Hwy.

2025 Traffic Relate Enforcement/ Education



■ Citations ■ Verbal Warnings ■ Written Warnings

DUI ARRESTS

6

28

2024

2025

LPR / Town of Lake Park Cameras



In 2025, the District 10 License Plate Readers and camera system detected 1,499 vehicles that were either stolen or involved in other crime/incidents.

Community Policing

Item 2.

- MLK Family Night Out at Kelsey Park
- Back to School Backpack Giveaway
- LP Elementary Career Day
- Multicultural Festival
- Florida City Government Week
- Conversation with a Deputy at Target
- Shop with a Cop Wal-Mart
- Shop with a Cop Target
- Heroes and Helpers Event at Target
- Trick or Treat Events:
 - -Texas Road House
 - -Town of LP Sunset Celebration
 - -Embrace ABA Academy
- Walk to School Event with students from LP Elementary
- Summer Safety presentation with students at Bright Child Academy
- Literacy Day Carnival
- Mental Health / Teen Suicide Prevention with Bridges of LP



Community Events

Item 2.



Community Service Aide (CSA)

Item 2.

- Total Incidents: **1,318**
- Total Calls as Primary: **1,222**
- Motor Vehicle Crashes: **195**
- Directed Patrols: **857**
- Problem Solving Detail (Code Enforcement): **101**
- Town Ordinance Violations: **80**
 - Citations: **50**
 - Warnings: **30**
- Abandoned Vehicles: **11 cases pulled**
- Red Tags: **70**
- Vehicle Tows Forms: **29**
- Assists to Motorists (disabled vehicles): **18**
- Special Details (Assisting with events / Special Projects): **25**
- Information Reports: **24**



Additional District Accomplishments

Provided 1080 extra duty patrol hours to include foot patrol and business checks in the Community Redevelopment Area through CRA Detail.

Holiday & Action Plans:

- 2025 School Traffic Safety Action Plan
- 2025 Holiday Action (Kelsey Station Express)
- 2025 Business Burglary Action Plan

Maintain lobby Monday – Friday 8 AM to 4 PM



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 19, 2026
Originating Department: Communications And Grants
Agenda Title: Presentation - Palm Beach County Sheriff's Office Citizens Law Enforcement Academy (CLEA)

Agenda Category (i.e., Consent, New Business, etc.): Presentation

Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: N/A **Newspaper:** _____

Attachments: Palm Beach County Sheriff's Office Citizens Law Enforcement Academy (CLEA) Flyer

Please initial one:

_____ Yes I have notified everyone
 MA _____ Not applicable in this case

Summary Explanation/Background:

PBSO Deputy Eric Van Hoosear - District 10 will be in attendance to provide the Commission with a brief overview of the upcoming Palm Beach County Sheriff's Office Citizens Law Enforcement Academy (CLEA) that will take place within the Town.

The Academy is planned to begin on Thursday, September 3, 2026, at 6:00 p.m., in the Lake Park Town Commission Chambers every Thursday for six (6) weeks.

Recommended Motion:

N/A.



Palm Beach County Sheriff's Office

CITIZENS

Law Enforcement Academy (CLEA)

September 3 - October 8, 2026
6:00 PM to 9:00 PM

District 10
Town of Lake Park

Academy will meet every Thursday
 for six (6) weeks at:

Town of Lake Park
Lake Park Town Hall
535 Park Ave.
Lake Park, FL 33403

Refreshments and snacks will be provided.

The capacity is limited to the first
 50 participants and the deadline to register is **Monday, August 24, 2026**.
 Enrollment is limited to District 10 residents first, then others may apply.
 The best part is that the Academy is **TOTALLY FREE!**
 Background checks will be performed on all applicants.
 Participants must be 16 years and above.

Some of the topics include:

- ✓ **Gang and Homicide Unit**
- ✓ **Financial Crimes/Human Traffi**
- ✓ **Common Laws (Traffic)**
- ✓ **Marine Unit, K9, Aviation Unit**
- ✓ **Emergency Response**

**To register or for more information, please contact or
 scan the QR code for an application:**

Rosalind Murray
Community Relations Coordinator
Palm Beach County Sheriff's Office Countywide Services
561-485-2432





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 19, 2026
Originating Department: Clerk
Agenda Title: Regular commission Meeting Minutes - August 5, 2026
Agenda Category: Consent
Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: NA **Newspaper:** _____

Attachments: Minutes, Exhibit A, Comment Cards

Please initial one:
 _____ Yes I have notified everyone
 LW _____ Not applicable in this case

Recommended Motion:

I move to approve the minutes of the August 5, 2026 Regular Commission Meeting



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Wednesday August 05, 2026 6:30pm

Roger Michaud	—	Mayor
Michael Hensley	—	Vice Mayor
John Linden	—	Commissioner
Michael O'Rourke	—	Commissioner
Judith Thomas	—	Commissioner
Richard J. Reade	—	Town Manager
Thomas J. Baird	—	Town Attorney
Laura Weidgans	—	Deputy Town Clerk

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CALL TO ORDER/ROLL CALL

6:34 P.M.

PRESENT

Mayor Roger Michaud
 Vice Mayor Michael Hensley
 Commissioner Judith Thomas
 Commissioner John Linden
 Commissioner Michael O'Rourke

PLEDGE OF ALLEGIANCE

Mayor Michaud led the Pledge of Allegiance.

APPROVAL OF AGENDA:

Motion to approve the agenda made by Vice Mayor Hensley, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

SPECIAL PRESENTATION/REPORT:

1. Proclamation - Florida Water Professionals Month - August 2026

Mayor Michaud presented Mr. Jonathan Torres with the proclamation. Mr. Torres received the proclamation and thanked the Commission.

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.

-LaToya Flowers, Site Director for Bridges at Lake Park introduced herself and the value of Bridges to the community.

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.

Commissioner O'Rourke asked that the Town Manager request the property values for properties in the CRA from the Property Appraiser's office.

Motion to approve the consent agenda made by Commissioner O'Rourke, Seconded by Vice Mayor Hensley.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

2. Regular Commission Meeting Minutes - July 15, 2026

3. Resolution 57-08-26 - Donation - Kelsey Park Pickleball Courts Benches - Kelsey-Naylor Family Foundation - \$5,000

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: NONE

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: NONE

NEW BUSINESS:

4. Florida League of Cities Voting Delegate - Annual Conference - August 12 - 15, 2026.

Motion to delegate Mayor Roger Michaud as the voting delegate for the Florida League of Cities annual conference made by Commissioner Linden, Seconded by Vice Mayor Hensley.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

5. Discussion & Direction - Kelsey Park Splash Pad - Project Design, Location, Type of Water System, etc.

Public Works Director Jaime Morales explained the item (Exhibit A) and that they are seeking direction from the Commission as to how to proceed with the project. Kimley-Horn representative Jonathan Haigh responded to questions of the Commission.

Commissioner O'Rourke stated that it seems that this has gone on for a long time and delaying further could increase costs. Public Works Director Morales stated that the costs are only estimated at this time.

Commissioner Thomas stated that if the amount of the grant was \$438,000.00 and the Town would still be short \$150,000.00 to \$200,000.00 in order to construct the project. He also stated that the market and the demand will drive what the actual cost will end up being and it could end up being more than what was estimated. Vice Mayor Hensley expressed concern with being over budget for this item and stated that the decision for the concepts was supposed to come before the Commission. Kimley-Horn representative Jonathan Haigh stated that they had a presentation prepared for a previous meeting but the item was removed from the agenda.

Commissioner Linden stated he is opposed to this right now until it is re-evaluated and that decisions have been made regarding location changes that the Commission was not aware of and now the project is way over-priced.

Vice Mayor Hensley asked that if the previous recommendation made by Kimley-Horn and Capital Projects Manager John Wille to build the project on the north side, how it

ended up on the south side. Public Works Director Morales stated that the south side was the result of the residents input during the community workshop. Vice Mayor Hensley stated that the decision should have come before the Commission and stated for the record that he personally did not make any decisions regarding that. Commissioner Linden asked who had authorized the change from north side to south side because Public Works does not have the authority to approve such a big item. Mayor Michaud stated that it is not the desire of the Commission to fund any part of this project through tax dollars and talked about scaling back to save money. Mayor Michaud asked for clarification regarding the location of the project affecting the overall cost because of the distance from the existing underground pipes.

Project Manager John Wille confirmed that to be correct and that the project has to be within 200 yards from the existing restroom. Project Manager Wille suggested that they present concepts to the Commission along with a scaled down concept. He stated that the construction would need to begin by spring of next year in order to complete the project by the deadline. Commissioner Thomas stated that the Town needs to look for more money for this project. Commissioner Linden asked about the maintenance costs. Public Works Director Morales stated that if they chose a circulated feature, there would be maintenance costs because the Town does not have staff trained in that area. Commissioner O'Rourke asked if the flow-through option is maintainable within Town staff. Capital Projects Manager Wille stated that the flow-through design would be easily maintained. He also stated that they will come back before the Commission with various design concepts.

Public Comment:

- Brady Drew spoke about shade trees needed around the splash pad.
- Sue Lafontaine spoke about the cost of the splash pad and spoke against the flow-through design because it would be a waste of water.

The Commission stated by consensus that they wanted to move forward with a splash pad as opposed to a water feature. The Commission stated by consensus that they selected the south side as the location for the project. The Commission stated by consensus that they select the flow-through design. Commissioner Thomas asked for staff to research to see how the water from the flow-through design could be captured and reused in some way.

Commissioner O'Rourke suggested finding an environmental grant in order to pay for the circulating system. The Commission stated by consensus that they do not want to utilize Town funding for this project.

6. Resolution 58-08-26 – CDBG Grant Amendment #002 - Palm Beach County Department of Housing and Economic Development (DHED) - Kelsey Park Splash Pad Project - \$37,209.

Public Works Director Morales explained that this item is for the Town to accept the second amendment for the additional amount of \$37,209 along with a time extension of one more year.

Motion to approve Resolution 58-08-26 made by Commissioner O'Rourke, Seconded by Commissioner Thomas.

Commissioner O'Rourke suggested that the acceptance of this resolution should not prevent staff from moving this project along. Commissioner Thomas asked if they could see the re-design before the end of 2026. Town Manager Reade committed to this and also stated that they may see something even sooner.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

7. Resolution 59-08-26 – Lease-Purchase Finance Agreement – 2026 Mack LR64R Sanitation Truck with 2025 Heil Automatic Side Loader (ASL) – TD Bank – \$393,889 (3.93% interest rate).

Town Manager Reade explained that this item had come before them previously, but the interest rate has been adjusted down and this is strictly a clean-up item. Commissioner Thomas spoke about delays that could potentially affect vehicle availability. Town Manager Reade stated that the truck is still available.

Motion to adopt Resolution 59-08-26 made by Commissioner O'Rourke, Seconded by Vice Mayor Hensley.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

8. Resolution 60-08-26 - Agreement (RFQ #132-2025) - Marina Pumpout System Replacement - Marina Makers - \$25,425.

Marina Director Jason Tenney explained that the company will remove the old motor and install the new one and troubleshoot the system. He stated that the vendor could take three to six weeks and that there will be a warranty in place.

Motion to approve Resolution 60-08-26 made by Vice Mayor Hensley, Seconded by Commissioner Thomas.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

-Town Attorney Baird provided the Commission with an update on the proposed property tax amendments. He also advised that per the Commission's previous direction, they dismissed the lawsuit pertaining to 2nd Court and the property should be receiving their certificate of occupancy shortly. Town Attorney Baird stated that in the Sunshine Law case, the judge is anticipated to enter a final judgement which could be subject to appeal.

-Town Manager Reade announced the Back 2 School Extravaganza on Saturday August 8th from 10am to 1pm. He also announced Sunset Celebration on Friday August 28th from 6pm to 9pm. He thanked Special Events Director Riunite Franks for her hard work. Town Manager Reade stated that they will be having a workshop item on noticing requirements. He also spoke about a previous procurement project that had been erroneously titled.

-Commissioner O'Rourke had no comments.

-Commissioner Thomas spoke about a death in the family.

-Commissioner Linden thanked the Town Manager Reade and IT Director Paul McGuiness for live streaming the Planning and Zoning Board Meeting.

-Vice Mayor Hensley thanked residents who attended the community engagement event he held. He also wished all the returning students well and congratulations to Special Events Director for a recent family achievement.

-Mayor Michaud wished all the kids well returning to school and faculty returning to work.

ADJOURNMENT:

Motion to adjourn made by Commissioner Thomas, Seconded by Vice Mayor Hensley.

Voting Aye: All.

Meeting adjourned 8:04 pm.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on August 19, 2026.

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2026

Meeting Date 8/5/26

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: Latoya Flowers
Address: 1411 10th St. Lake Park, Fl. 33403

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

Meeting Date 8/5/26

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Brady Drew
 Address: 538 Sabal Palm Dr

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:
#5 - Splash Pad

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

Meeting Date 8/6

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Sue LaFontaine
 Address: 545 Evergreen

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item: Splash Pad

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



Exhibit A

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 05, 2026
Originating Department: Public Works
Agenda Title: Discussion & Direction - Kelsey Park Splash Pad - Project Design, Location, Type of Water System, etc.

Approved by Town Manager: _____ **Date:** _____

Cost of Item:	<u>No direct fiscal action; final cost and funding plan to return after Commission direction</u>	Funding Source:	<u>CDBG; additional requested CDBG; Public Improvement Fund and/or other eligible Town funding to be determined</u>
Account Number:	_____	Finance Signature:	_____

Advertised:
Date: Not Applicable **Newspaper:** Not Applicable

Attachments: Attachment A: Splash Pad Design Plans
Attachment B: Design Team's Opinion of Probable Construction Cost
Attachment C: Kelsey Park Splash Pad Lifecycle Cost Analysis
Attachment D: Kelsey Park Splash Pad Public Input Summary

Please initial one:

_____ Yes, I have notified everyone.
 JM _____ Not applicable in this case

Summary Explanation/Background:

In August 2022, the Town Commission completed the Town's Master Plan for Lake Shore Park and Kelsey Park, which were later identified as Kelsey Park East and Kelsey Park West. The approved Parks Master Plan identified a children's splash pad water play feature as one of the key improvements for Kelsey Park East.

In August 2025, the Town issued a solicitation for architectural design and consulting services for the splash pad's design and engineering. The Town received three (3) proposal responses, and Kimley-Horn and Associates, Inc.

was selected as the architectural design and engineering firm for the project.

On March 28, 2026, Town staff held a Community Workshop to provide information on the water play feature options under consideration and to gather community input. The Town's consulting engineering firm, Kimley-Horn, presented multiple splash pad concepts that included variations in location, shape, shade, site furnishings and spray-features.

The public input provided during the Workshop (approximately 10 attendees) suggested support for a (children's-based) a children's splash pad with an organic shape with a combination of ground sprays and interactive play features as well as adequate shade and seating. Additionally, the workshop identified considerations related to funding, surfacing, seating, changing-area needs, water treatment, and long-term maintenance.

Following the Community Workshop, this item (as previously requested by the Town Commission and outlined during the Workshop) was planned to be brought back to the Town Commission to determine the type of water feature (i.e., children's splash pad or water fountain feature) along with the location and water system type prior to additional engineering work being completed.

Note: The design plans (i.e., project scope, design documents, funding approach, and construction solicitation package documents) were planned to be developed based on further direction provided by the Town Commission. However, according to the Town's consulting engineer and the Public Works Director, the plans are 90% to 100% completed and direction was provided by staff to the engineer (prior to obtaining Town Commission direction) to design the project as a children's splash pad on the south side of the park, near the existing playground area.

Thus, if the Town Commission chooses to proceed with a different option (i.e., water fountain feature) from the children's splash pad option and to provide direction to construct the project on the north side of the park, according to the Town's consulting engineer, the Town would be required to complete a change order (approximately \$5,000 to \$30,000) to complete the redesign work to move forward with construction.

Additionally, according to the Town's consulting engineer, the estimated project completion cost is approximately \$176,277 to \$251,277 above the planned project funding amounts (including CDBG Funding and FY 2026 Budget – Public Improvement Funding).

Currently, the project's design phase has been funded within the FY 2026 Budget through the Town's Public Improvement Fund (\$103,125.65), together with a contribution from a Community Development Block Grant (CDBG) awarded to the Town through the Palm Beach County Department of Housing and Economic Development (DHED). The Town of Lake Park was awarded a 2024-2025 CDBG Grant under Revised Grant Agreement #R2025-0815 (dated May 7, 2025) in the amount of \$400,916 for the design and construction of a new splash pad/water feature within Kelsey Park.

Additionally, the Town has received notice that we will receive an additional FY 2026-2027 CDBG allocation of approximately \$37,209 to be included to support the project's construction cost.

Note: This additional funding (\$37,209) is planned to be incorporated into an amendment to the current CDBG grant agreement with DHED, providing total CDBG funding for this project in the amount of \$438,125.

Funding Source	Status	Amount	Notes
CDBG Funding - FY 2026 Budget	Awarded	\$400,916.00	A portion of this award, \$25,000.00, has been used for design-related costs. Approximately \$375,916.00 remains available for construction.
Additional CDBG Funding - FY 2027 Budget	County agreement presented to Town Commission for approval	\$37,209.00	When finalized, this would increase the total CDBG construction funding to approximately \$413,125.00 after accounting for the \$25,000.00 allocated to design-related costs.
Public Improvement Fund	Identified for project support	\$103,125.65	Used/identified to support design, survey, and professional services. Finance should confirm funding eligibility and account number.
Total Available Project Funding	Planning-level total	\$541,250.65	Total funding currently identified for design and construction.

It should be noted that the Town's funding (Public Improvement Funding - \$103,125.65) was planned to be utilized to support all engineering design and surveying costs along with \$25,000 from the CDBG allocation. The remaining dollars (\$413,125) would support the proposed construction cost.

The purpose of this Agenda Item is to return to the Town Commission for formal discussion and direction before the project scope, location, water system type, final design documents, funding plan, and construction solicitation package are finalized. No authorization to advertise, award construction, approve a consultant change order, or request additional funding is requested through this item.

Funding Summary:

The current funding plan includes the awarded FY 2026 CDBG and FY 2027 CDBG allocations along with Town funding support from the Public Improvement Fund, which was previously funded by a development project within the Federal Highway area.

Estimated Capital Cost and Funding Gap:

The design/survey/professional services cost is currently approved at \$128,125.65 with available construction funding of \$413,125.

According to the Town's consulting engineering firm and following the 90% to 100% design completion of the project, the estimated project cost will be significantly above the projected total project cost of \$541,250.65 (see chart above). Thus, additional Town and/or grant funding will be required to complete this project unless the project is redesigned to provide a smaller splash pad and/or water feature or the project is phased.

The chart below outlines the projected expenditure costs (and the projected new project cost) for only the children's splash pad option based on whether a recirculating (filtration) system is utilized or a flow-through (no filtration or reuse of water) option is selected:

Alternative	Design / Professional Services	Estimated Engineering Construction Cost	Estimated Initial Project Cost	Estimated Funding Gap
Water Play Feature – Flow-Through System	\$128,125.65	\$589,402	\$717,527.65	\$176,277
Water Play Feature – Recirculating System	\$128,125.65	\$664,402	\$792,527.65	\$251,277

Note: The Public Works Director has indicated that the Town’s consulting engineer has suggested that the estimated base construction cost is expected to be generally consistent whether the Town Commission selects a children’s splash pad or a water feature fountain (the difference in pricing is based on the selected water system type). As stated previously, if the Commission provides direction that may be different from the design and location that has been 90% to 100% completed, a change order will be required (approximately \$5,000 to \$30,000 per the Town’s consulting engineer) to support scope modifications, design revisions, permitting requirements, phasing, etc.

Water System and Lifecycle Cost Considerations:

The Commission should provide direction on whether the project should proceed with a flow-through system or a recirculating system. The flow-through system is projected to have a lower initial and lifecycle cost. The recirculating system reduces potable water use and annual water/sewer costs, but it increases construction costs, equipment complexity, treatment, testing, maintenance, compliance responsibilities, and long-term lifecycle costs.

Cost / Operational Factor	Flow-Through System	Recirculating System	Planning-Level Interpretation
Estimated Initial Project Cost	\$717,527.65	\$792,527.65	The recirculating system has an initial capital cost approximately \$75,000 higher.
Estimated Year 1 Water/Sewer Cost	\$34,545	\$9,718	The recirculating system saves approximately \$24,827.00 in water/sewer costs in Year 1.
Estimated Year 1 Electrical Cost	\$1,000	\$4,000	Recirculating costs approximately \$3,000 more
Year 1 O&M cost	\$15,205	\$49,625	The recirculating system costs approximately \$34,420.00 more for non-utility O&M in Year 1.
Estimated Year 1 Total Operating Cost	\$50,750	\$63,343	The recirculating system is approximately \$12,593.00 higher annually in Year 1.
Estimated 20-Year Cash Cost	\$2,270,051	\$2,542,775	The recirculating system is approximately \$272,724.00 higher over 20 years.
Estimated 20-Year Net Present Value	\$1,716,701	\$1,932,945	The recirculating system is approximately \$216,244.00 higher on an NPV basis.
Primary Benefit	Lower capital and lifecycle cost	Lower potable water use	Commission policy decision: lower lifecycle cost or water-conservation benefits.
Primary Concern	Higher water/sewer consumption	Higher capital, maintenance, treatment, testing, and compliance costs	Full lifecycle assumptions are included in Attachment C.

The recirculating system may recover its additional \$75,000 capital cost through utility savings in approximately three years if only water and sewer savings are considered. However, this utility-only payback does not include the higher annual costs for chemicals, testing, filtration, pump maintenance, certified technical support, compliance records, and equipment replacement.

From a lifecycle-cost perspective, the flow-through system remains the lower-cost and simpler operational alternative. The recirculating system may still be justified if the Town prioritizes water conservation, reduced potable water use, reduced discharge, and lower exposure to future utility rate increases; however, it should be characterized as a water-conservation alternative with higher capital and lifecycle costs, rather than as a guaranteed cost-saving alternative.

Staff is requesting Commission direction on the following policy questions

1. Should the project proceed as a children's splash pad (90% to 100% design completed) or should the project be re-designed as a water feature fountain concept?
2. Should the project proceed with the current south-side location/design approach (90% to 100% design completed) or modify the design to construct the project on the north side of Kelsey Park?
3. Should the project proceed with a flow-through system or a recirculating system?
4. Should the Town utilize Town funding to support this project?

Note: Public Works staff have noted that the engineering consultant has completed the current design (90% to 100%) and estimates that the project will cost more than \$176,277 to \$251,277 more than the initial project cost (dependent on the type of water system selected). The currently completed design includes a children's splash pad in the south side of Kelsey Park; however, the final design direction has not yet been formally approved by the Town Commission.

Recommended Motion:

The Town Commission consider, discuss and provide direction regarding the Kelsey Park Splash Pad, including Project Design, Location, Type of Water System, etc.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 19, 2026

Originating Department: Finance Department
Resolution 63-08-26 – Amendment (Renewal – Addendum #23) – Law Enforcement Service Agreement – Palm Beach County Sheriff’s Office

Agenda Title: – FY 2027 - \$4,061,845

Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$4,183,700 **Funding Source:** Contract PBS Sheriff

Account Number: 001-408-597 **Finance Signature:** Barbara A. Gould
200-34000

Advertised:
Date: _____ **Newspaper:** _____

Attachments: Resolution 63-08-26
23rd Addendum to the Law Enforcement Service Agreement between
PBSO District 10 and Town of Lake Park

Please initial one:
 _____ Yes, I have notified everyone.
 _____ Not applicable in this case

Summary Explanation/Background:

The Finance Department has identified a need to renew the current agreement with Palm Beach County Sheriff’s Office to provide law enforcement service] in the Town of Lake Park. The current Agreement (22nd addendum) is expected to expire on September 30, 2026 and the proposed one-year renewal, if approved, would be effective October 1, 2026 through September 30, 2027, in the amount of \$4,183,700.

If approved, the Town Commission will accept Palm Beach County Sheriff’s Office’s negotiated increase of 3%, including all terms, conditions, and pricing contained in the existing agreement. The proposed renewal will be for one (1) year. The proposed renewal will be for one year with [] additional [one-year] renewal option(s) remaining available to the Town. The Town will not expend more than the

amount within the approved budget as it may be adopted or amended each year for these goods and services over the term of the contract.

Funding to support this service is presented for consideration in the proposed FY 2027 Budget.

The proposed addendum has been prepared by the Palm Beach County Sheriff's Office and reviewed by the Town's Finance Director and the Town Attorney.

The Town has previously worked with Palm Beach County Sheriff's Office and they have provided excellent customer service and consistent high quality services (see attached service data).

Recommendation:

I move to approve Resolution 63-08-26 and the Amendment (Renewal – Addendum #23) to provide Law Enforcement Services to the Town of Lake Park by the Palm Beach County Sheriff's Office for FY 2027, in the amount of \$4,183,700; and authorize the Mayor to execute the proposed Addendum.

RESOLUTION 63-08-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE 23rd ADDENDUM TO THE PBSO CONTRACT WITH PALM BEACH COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF LAW ENFORCEMENT SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town is empowered to enter into contracts for goods and services necessary to maintain and improve public facilities, infrastructure, and operations; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Inter-local Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Town of Lake Park, Florida ("Town") entered into the 22nd Addendum to the Sheriff's contract on September 17, 2025 to provide Law Enforcement Services; and

WHEREAS, the renewal agreement is for the period of October 1, 2026 through September 30, 2027; and

WHEREAS, the Town finds it in its best interest to exercise the renewal under the terms and conditions in the addendum with an annual cost of \$4,183,700.00; and

WHEREAS, the Town desires to formally approve the Twenty-Third Addendum starting October 1, 2026 to ensure continuity of services, preserve contractual authority, and maintain compliance with procurement standards;

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Twenty-Third Addendum to the Law Enforcement Agreement with Palm Beach County Sheriff's Office, attached hereto as Exhibit A.

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

TWENTY-THIRD ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND THE TOWN OF LAKE PARK

This Twenty-Third Addendum to the Law Enforcement Service Agreement is made by and between The Town of Lake Park (hereinafter referred to as “Town”), located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). The Town and the Sheriff shall hereinafter be referred to as the “Parties.”

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 1, 2005, a First Addendum effective June 01, 2006, a Second Addendum effective October 1, 2006, a Third Addendum effective October 1, 2007, a Fourth Addendum effective October 01, 2008, a Fifth Addendum effective October 01, 2009, a Sixth Addendum effective October 01, 2010, a Seventh Addendum effective October 01, 2011, an Eighth Addendum effective October 01, 2012, a Ninth Addendum effective October 01, 2013, a Tenth Addendum effective October 01, 2014, an Eleventh Addendum effective October 01, 2015, a Twelfth Addendum effective October 01, 2016, a Thirteenth Addendum effective October 01, 2017, a Fourteenth Addendum effective October 01, 2018, a Fifteenth Addendum effective October 01, 2019, a Sixteenth Addendum effective October 01, 2020, a Seventeenth Addendum effective October 01, 2021, an Eighteenth Addendum effective October 01, 2022, a Nineteenth Addendum effective February 27, 2023, a Twentieth Addendum effective October 01, 2023, a Twenty-First Addendum effective October 01, 2024, and a Twenty-Second Addendum effective October 01, 2025, (the “Agreement”), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to set forth the consideration for the second year of the extended contract term, and amend language regarding additional services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Article 6, Section 6.1 of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2026 through September 30, 2027 as follows: The total amount due for the annual period referenced above shall be \$4,183,700.00. Monthly payments shall be \$348,641.67. The last monthly payment shall be \$348,641.63.
2. Article 6, Section 6.4, regarding additional law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows:

Additional law enforcement services shall be compensated at a rate of \$142.00 per hour for a deputy and \$183.00 per hour for a sergeant and will be billed by the Sheriff to the Town on a monthly basis. This rate is subject to annual review and change upon agreement between the Town and Sheriff.

3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

THE TOWN OF LAKE PARK

BY: _____
Ric L. Bradshaw

BY: _____
Roger Michaud

Title: Sheriff

Title: MAYOR

Witness: _____
Major, North Regional Bureau

Witness: _____
Vivian Mendez, Town Clerk

DATE: _____

DATE: _____

Approved as to legal
form and sufficiency

Town Attorney

COPY

Item 5.

COPY

AGREEMENT FOR POLICE SERVICES

BETWEEN

THE TOWN OF LAKE PARK, FLORIDA

AND

THE SHERIFF OF PALM BEACH COUNTY, FLORIDA

October 1, 2001

TABLE OF CONTENTS

ARTICLE 1

DEFINITIONS	1
1.1 DEFINED TERMS	1
1.1.1 Agreement	1
1.1.2 Ancillary Services	1
1.1.4 Applicable Laws	1
1.1.5 Consideration	1
1.1.6 District Commander	2
1.1.7 Effective Date	2
1.1.8 Employees	2
1.1.9 Employment Applicants	2
1.1.10 Equipment	2
1.1.11 Facilities	2
1.1.12 Fair Market Value of Equipment and Vehicle Fleet	2
1.1.13 Lease	2
1.1.14 Liens	2
1.1.16 PBSO's Address	2
1.1.17 Patrol Unit	2
1.1.18 Person	3
1.1.19 Police Headquarters	3
1.1.20 Services	3
1.1.21 Term	3
1.1.22 Termination Date	3
1.1.24 TOWN's Address	3
1.1.25 TOWN Boundaries	3
1.1.27 Town District Employees	3
1.1.28 Town Manager	4
1.1.29 Uniformed Officer	4
1.1.30 Vehicle Fleet	4
1.2 INTERPRETATION	4
1.3 ACCOUNTING TERMS	4
1.4 CROSS REFERENCES	4
1.5 DRAFTING	4

ARTICLE 2

GENERAL	4
2.1 CONTRACTOR RELATIONSHIP	4
2.2 NO PARTNERSHIP	4
2.3 TERM	5
2.4 TRANSITION PERIOD	5
2.5 REPRESENTATIONS AND WARRANTIES OF TOWN	5
2.5.1 Existence	5
2.5.2 Enforceable	5
2.5.3 Breach	5
2.5.4 Vehicles and Equipment	6

2.5.5	Employees	6
2.5.6	Employee Claims	6
2.5.7	Accuracy	6
2.6	REPRESENTATIONS AND WARRANTIES OF PBSO	6
2.6.1	Duly Elected	6
2.6.2	Enforceable	6
2.6.3	Breach	7
2.6.4	Compliance	7
2.6.5	Accuracy	7

ARTICLE 3

STAFFING AND EMPLOYMENT STRUCTURE

3.1	STAFFING	7
3.2	RETAINING EMPLOYEES	7
3.3	NO EMPLOYMENT RESPONSIBILITY	7
3.4	OBLIGATIONS	8
3.5	SENIORITY	8
3.6	OPPORTUNITIES	8
3.7	ASSIGNMENT OF POLICE POWERS	9
3.8	EDUCATION	9

ARTICLE 4

FACILITIES AND EQUIPMENT

4.1	TRANSFER OF CURRENT VEHICLE FLEET AND EQUIPMENT	9
4.2	RETRANSFER OF EQUIPMENT, VEHICLE FLEET AND FACILITIES	9

ARTICLE 5

DISTRICT COMMANDER

5.1	DISTRICT COMMANDER	10
5.2	LOCATION OF DISTRICT COMMANDER	10

ARTICLE 6

CONSIDERATION

6.1	CONSIDERATION	10
6.2	ADDITIONAL CONSIDERATION	10
6.2.1	Traffic Funds.	11

ARTICLE 7

FINES, FORFEITURES, REVENUES: PAYMENT, AND EVIDENCE

7.1	STATUTORY FEES FOR LAW ENFORCEMENT USE/LAW ENFORCEMENT EDUCATION FUNDS	11
7.2	GRANT FUNDS AND MISCELLANEOUS REVENUES.	11
7.3	RETURN OF UNUSED FUNDS.	11
7.4	SEIZED FUNDS.	12
7.5	EVIDENCE.	12

ARTICLE 8

INSURANCE	12
8.1 PBSO's OBLIGATIONS.	12
8.2 TOWN'S OBLIGATIONS.	12

ARTICLE 9

DEFAULT	12
9.1 DEFAULTS.	12
9.1.1 Payment	12
9.1.2 Performance of Services	12
9.1.3 Other Performance	12
9.1.4 Bankruptcy of Defaulting Party	13
9.1.5 Default	13
9.2 REMEDIES	13
9.3 INTEREST AND LATE CHARGES	13
9.4 SEPARABILITY	13
9.5 WAIVER	14
9.6 FORCE MAJEURE	14
9.7 ATTORNEYS' FEES	14
9.8 PBSO ACKNOWLEDGMENT.	14
9.9 PARTIES' RIGHT TO TERMINATE	14

ARTICLE 10

INDEMNIFICATION	14
10.1 PBSO'S OBLIGATIONS	14
10.2 TOWN'S OBLIGATIONS	15
10.3 NO DUTY OF INDEMNIFICATION	15
10.4 SOVEREIGN IMMUNITY	15

ARTICLE 11

MISCELLANEOUS	15
11.2 NON-ASSIGNABILITY	15
11.3 TIME OF THE ESSENCE	15
11.4 ENTIRE AGREEMENT	15
11.5 APPLICABLE LAW	16
11.6 WAIVER OF RIGHTS	16
11.7 TERMINATION.	16

SCHEDULE 2

CONSIDERATION	S2-1
----------------------------	------

SCHEDULE 3.0

LIST OF EMPLOYEES RETAINED BY PBSO	S3-1
---	------

SCHEDULE 3.1

EMPLOYMENT APPLICANTS	S3.1-1
------------------------------------	--------

SCHEDULE 4	
VEHICLE FLEET	S4-1

SCHEDULE 5	
LIST OF EMPLOYEE CLAIMS AND POTENTIAL CLAIMS	S5-1

SCHEDULE 6	
STAFFING SCHEDULE 	S6-1

EXHIBIT A	
CONTRACT AMENDMENT DUE TO ANNEXATION	EXA-1

EXHIBIT B	
TOWN BOUNDARIES	EXB-1

EXHIBIT C	
LEASE AGREEMENT	EXC-1

EXHIBIT "1"	
TO LEASE	EXC-1-1

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the [] day of [], 2001, is made by
and between the TOWN and PBSO.

WITNESSETH:

WHEREAS, the TOWN has heretofore maintained a high level of professional police protection for the benefit of the citizenry thereof, and

WHEREAS, the TOWN is desirous of maintaining the high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the TOWN is desirous of maintaining its municipal police power but at the same time wishes to provide for daily police services through contractual agreement, and

WHEREAS, PBSO has agreed to render to the TOWN a high level of professional police service, and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 DEFINED TERMS. The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

1.1.1 Agreement. "Agreement" shall mean this Agreement for Police Services between the TOWN and PBSO.

1.1.2 Ancillary Services. "Ancillary Services" shall mean those other services listed on the attached Schedule 1 under the heading "Ancillary Services" which PBSO shall provide to the TOWN during the Term.

1.1.3 Annexed Town Boundaries. "Annexed Town Boundaries" includes the current TOWN boundaries and any area or areas that may be annexed in the future as delineated in Exhibit A.

1.1.4 Applicable Laws. "Applicable Laws" shall mean, with respect to any Person, all provisions of constitutions, statutes, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to such Person, and all orders or decrees of all courts and arbitrators in proceeding or actions to which the Person in question is a party or by which it or any of its property may be bound.

1.1.5 Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by PBSO, as set forth in the attached Schedule "2" hereof.

1.1.6 District Commander. "District Commander" shall mean the Person who will be deemed to be the Chief of Police of the Town and who is responsible for the actions of the PBSO employees who provide the Services and other matters related to providing Services in the TOWN. The District Commander shall be a sworn pay grade 41 in PBSO's pay scale and shall be the equivalent of an Administrative Lieutenant rank.

1.1.7 Effective Date. "Effective Date" shall mean October 1, 2001.

1.1.8 Employees. "Employees" shall mean each of the employees who (a) provide police related services for the TOWN, (b) are listed on the attached Schedule "3.0", and c) are retained by PBSO after the Effective Date.

1.1.9 Employment Applicants. "Employment Applicants" shall mean those individuals listed on Schedule 3.1 who are currently employees of the TOWN and who will be provided employment at PBSO, if, in the discretion of PBSO the Employment Applicants meet PBSO standards.

1.1.10 Equipment. "Equipment" shall mean the equipment (a) owned by the TOWN and used by the TOWN prior to the Effective Date in providing police related services within the TOWN, (b) listed on the attached Schedule "4" under the heading "Equipment".

1.1.11 Facilities. "Facilities" shall mean the Premises (as defined in the Lease Agreement) which are leased to PBSO pursuant to the Lease.

1.1.12 Fair Market Value of Equipment and Vehicle Fleet. "Fair Market Value of Equipment and Vehicle Fleet" shall mean the fair market value of the Equipment and Vehicle Fleet as of the Effective Date as determined by an appraiser, mutually chosen by the parties hereto, who is a member of an appraisal institute or business valuation society that is held in repute in the State of Florida. The Fair Market Value of Equipment and Vehicle Fleet shall be established by such appraiser in accordance with recognized methods of business valuation.

1.1.13 Lease. "Lease" shall mean the Lease attached hereto as Exhibit "C" whereunder the TOWN shall lease to PBSO, and PBSO shall lease from the TOWN, the Facilities.

1.1.14 Liens. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.

1.1.15 PBSO. "PBSO" shall mean the duly elected and qualified Sheriff of Palm Beach County, Florida.

1.1.16 PBSO's Address. "PBSO's Address" shall mean Palm Beach Sheriff's Office, 3228 Gun Club Road, West Palm Beach, FL 33406-3001, Telecopy Number (561) 688-3175.

Attention: Sheriff, Undersheriff, and Chief Legal Advisor. PBSO shall be responsible for notifying TOWN of any name or address changes.

1.1.17 Patrol Unit. "Patrol Unit" shall mean one Uniformed Officer and all standard police support equipment.

1.1.18 Person. "Person" shall mean any individual, corporation, professional association, partnership, limited liability company, trust, unincorporated organization, any other entity or government, municipality or any agency or political subdivision thereof.

1.1.19 Police Headquarters. "Police Headquarters" shall mean that portion of the premises located described in Exhibit C, the Lease Agreement.

1.1.20 Services. "Services" shall mean the aggregate of all police services, 911 emergency, and communications services to be provided by PBSO pursuant to this Agreement as more particularly described on the attached Schedule "1".

1.1.21 Term. "Term" shall mean four (4) years commencing on the Effective Date and expiring on the Termination Date and any extensions thereto.

1.1.22 Termination Date. "Termination Date" shall mean September 30, 2005.

1.1.23 TOWN. "TOWN" shall mean the Town of Lake Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Palm Beach County, Florida.

1.1.24 TOWN's Address. "TOWN's Address" shall mean 535 Park Avenue, Lake Park Florida 33403, Attention: Mayor, Vice-Mayor, Commissioners, Town Manager, and Town Attorney. TOWN shall be responsible for notifying PBSO of any name or address changes.

1.1.25 TOWN Boundaries. "TOWN Boundaries" shall mean the area within the municipal boundaries of the TOWN shown on the attached Exhibit "B".

1.1.26 TOWN District. "Town District" shall mean (a) the Town Boundaries, or (b) the Annexed Town Boundaries on the date the TOWN's annexation plan becomes effective after the Palm Beach County Commission approves such annexation plan, provided PBSO has received the required notification set forth in Article 11.1.

1.1.27 Town District Employees. "Town District Employees" shall mean those persons who, from time to time, will provide Police Services to the TOWN including any (a) Employees defined in Article 1.1.8, (b) PBSO employees assigned to the TOWN, and (c) other Persons contracted by PBSO to provide such services to the TOWN.

1.1.28 Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN.

1.1.29 Uniformed Officer. "Uniformed Officer" shall mean a uniformed deputy employed by PBSO who patrols the TOWN District.

1.1.30 Vehicle Fleet. "Vehicle Fleet" shall mean the vehicles (a) owned by the TOWN, (b) used by the TOWN prior to the Effective Date in providing Services within the TOWN, and c) listed on the attached Schedule "4" under the heading "Vehicle Fleet."

1.2 INTERPRETATION. Each definition of an agreement in this Agreement shall, unless otherwise specified, include such agreement as modified, amended, restated or supplemented from time to time, and except where the context otherwise requires, the singular shall include the plural and vice versa. Except where otherwise specifically restricted, reference to a party to this Agreement includes that party and its permitted successors and assigns. The captions or headings in this Agreement are for convenience only and in no way limit the scope or intent of any provision of this Agreement.

1.3 ACCOUNTING TERMS. All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

1.4 CROSS REFERENCES. Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

1.5 DRAFTING. This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

ARTICLE 2 GENERAL

2.1 CONTRACTOR RELATIONSHIP. TOWN hereby retains PBSO as an independent contractor to provide the Services within TOWN, subject to the terms and conditions contained herein. Notwithstanding PBSO's independent contractor status hereunder, PBSO and the Town District Employees shall have the power and authority granted by the TOWN in Section 3.7. hereof. In addition, PBSO shall also provide the Ancillary Services for the benefit of the TOWN, subject to availability, when PBSO deems same necessary or desirable.

2.2 NO PARTNERSHIP. The relationship between the TOWN and PBSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the TOWN nor PBSO will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the TOWN and PBSO shall remain their own employees, agents or

representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The TOWN and PBSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

2.3 TERM. This Agreement shall commence on the Effective Date and shall continue thereafter for the Term, unless otherwise extended or terminated as set forth herein. The parties shall have two options to extend the Term for an additional four (4) years upon the same terms and conditions contained herein, except that the Consideration payable hereunder shall be mutually agreed to by parties and shall be limited to an annual percentage increase not to exceed eight percent (8%), per Article 6 hereof. PBSO shall provide the TOWN with written documentation to support any percentage rate increase or other change impacting the Consideration amount. The parties may exercise this option by providing the other party with written notice of the party's desire to extend the Term at their respective addresses set forth in Article 1 at least one hundred eighty (180) days prior to the expiration of the initial Term. Upon receipt of such notice, the receiving party shall indicate its acknowledgment thereof in writing, delivered to the notifying party no later than twenty (20) days from the receipt of the notice. The parties will commence negotiating in good faith an extension of the Term upon receipt of the notice to exercise the option, and upon reaching an agreement, the parties will take such action and shall execute such documentation as necessary or desirable to effectuate such extension. If the parties are unable to reach an agreement by the ninetieth (90th) day prior to the expiration of the Term, this option shall terminate and this Agreement shall automatically terminate on the Termination Date.

2.4 TRANSITION PERIOD. Until the expiration or earlier termination of this Agreement, PBSO shall continue to provide the Services in the manner required herein. If the TOWN determines that it will be unable to provide adequate police related services through its own police force beginning on the day this Agreement is to expire or earlier terminate and upon providing PBSO with at least thirty (30) days prior written notice of same, the Term shall automatically extend upon the same terms and conditions set forth herein (including annual percentage increases not to exceed eight percent (8%), as more fully described in Article 6.1) for the shorter of (a) twenty-four (24) months, or (b) at least one hundred eighty (180) days after PBSO's receipt of the TOWN's written notice that it capable of providing adequate police related service.

2.5 REPRESENTATIONS AND WARRANTIES OF TOWN. The TOWN represents, warrants and covenants to PBSO as of the date hereof and throughout the Term that:

2.5.1 Existence. The TOWN is and will remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and will retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection therewith;

2.5.2 Enforceable. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

2.5.3 Breach. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for

termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) result in the creation of any Lien upon ~~the Equipment or the Vehicle Fleet, or result in the violation by the TOWN of any provision of any~~ Applicable Law, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

2.5.4 Vehicles and Equipment. The TOWN has good and marketable title to the Equipment and the Vehicle Fleet, each subject to no Lien in favor of any third party.

2.5.5 Employees. Schedule "3.0" lists the name of each Employee together with such Employee's rank and accrued sick days, vacation days, personal days and any other accrued leave or benefits as of the Effective Date and the date such Employee was originally employed by or certified with the TOWN.

2.5.6 Employee Claims. There are currently no disputes, grievances, charges, complaints or proceedings, and the TOWN has no knowledge of facts or circumstances that could result in a grievance, charge, complaint or proceeding involving any Employee or any collective bargaining representative of the Employees which would have a material adverse effect on this Agreement or the TOWN's or PBSO's obligations hereunder, except as otherwise disclosed herein. No Employee has any claim against the TOWN known to the TOWN on account of (a) overtime pay, other than overtime pay for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) vacation, compensatory time, time off or pay in lieu of vacation or time off, other than that earned in respect of the current calendar year; or (d) any violation of any Applicable Law relating to minimum or maximum hours of work other than, in each case, those disclosed herein. Employee claims for accrued and unpaid sick days, accrued and unpaid vacation days, accrued and unpaid personal days and other accrued and unpaid leave time and compensatory time are listed in the attached Schedule "3.0." All other Employee claims or potential claims which are required to be disclosed pursuant to the terms of this Agreement are listed on the attached Schedule "5." The TOWN shall be responsible for all claims listed on Schedule 5, and any claims resulting from incidents which occurred prior to the Effective Date that were not filed until after the Effective Date.

2.5.7 Accuracy. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

2.6 REPRESENTATIONS AND WARRANTIES OF PBSO. PBSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement that:

2.6.1 Duly Elected. PBSO is the duly elected or appointed, qualified and incumbent Sheriff of Palm Beach County, Florida, has and will retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this

Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

2.6.2 **Enforceable.** This Agreement has been duly executed and delivered by PBSO and constitutes the valid and legally binding obligation of PBSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

2.6.3 **Breach.** Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which PBSO is a party or by which PBSO is bound, (b) result in the violation by PBSO of any provision of any Applicable Law, (c) violate or conflict with any charter or other document governing the actions of PBSO, or (d) require PBSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. PBSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

2.6.4 **Compliance.** PBSO has complied and will comply with all Applicable Laws relating to the performance of the Services and the employment of the Town District Employees.

2.6.5 **Accuracy.** No representation or warranty made by PBSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statements of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

ARTICLE 3 STAFFING AND EMPLOYMENT STRUCTURE

3.1 **STAFFING.** Commencing on the Effective Date, PBSO shall schedule, provide and employ the personnel deemed necessary or desirable by PBSO to provide the Services in TOWN in accordance with the Staffing Schedule attached hereto as Schedule "6" (the "Staffing Schedule"). PBSO shall have the sole responsibility and control over setting performance standards, disciplinary standards and, provided PBSO complies with the minimum requirements set forth in the Staffing Schedule, all other matters related to performing the Services and employing the Town District Employees.

3.2 **RETAINING EMPLOYEES.** All Employees being retained by PBSO in Schedule 3.0 must meet PBSO standards for employment. Each of the listed Employees shall resign from the TOWN effective as of the Effective Date and PBSO shall employ the Employees on the Effective Date subject to applicable collective bargaining agreements, if any. Such Employees shall be entitled to PBSO's standard compensation and benefits package for employees performing similar services in accordance with the applicable collective bargaining agreement.

All Employment Applicants set forth in Schedule 3.1 who have been employed with the Lake Park Police Department no less than three months prior to the effective date of this Agreement and who wish to obtain employment with PBSO after the transition shall be offered employment by PBSO, if the Employment Applicants meet PBSO standards. Each of the Employment Applicants listed in Schedule 3.1 shall resign from TOWN employment on the effective date of this Agreement, and those who become employees of PBSO shall be entitled to PBSO's standard compensation and benefits package for employees performing similar services.

3.3 NO EMPLOYMENT RESPONSIBILITY. Commencing on the Effective Date, all listed Employees shall be and remain PBSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the TOWN shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, worker's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any Town District Employees whatsoever, arising out of PBSO's employment of such Persons and such Persons' performance of the Services, except as provided in Article 3.4.

3.4 OBLIGATIONS. At the inception of this Agreement, PBSO will allow the TOWN to transfer all preexisting accruals for vacation (not to exceed two hundred forty (240) hours) and an unlimited amount of accrued but unused sick days, personal days, or other compensatory time with respect to each employee listed on Schedule 3.0 and any Employment Applicants listed on Schedule 3.1 to PBSO and hired by PBSO. However, the parties acknowledge and agree that PBSO shall only be liable and responsible for the number of days in each category by employee as set forth in Schedules 3.0 and 3.1. Furthermore, the obligations of Employment Applicants listed in Schedule 3.1 only accrue to PBSO should said Employment Applicant be hired by PBSO and said decision to employ said Employment Applicant shall be within the sole discretion of PBSO. The obligation of PBSO pursuant to this provision is contingent upon timely payment of TOWN. The TOWN's total obligation to PBSO \$148,115.40, to be paid in twelve (12) equal monthly payments of \$12,342.95 each, the first payment due on November 1, 2001. The 148,115.40 may be subject to adjustment based upon actual employees in Schedule 3.0 and those Employment Applicants in Schedule 3.1 who are ultimately hired by PBSO.

PBSO shall provide pension benefits to all employees listed in Schedule "3.0." Each listed Employee shall have an option to remain on the TOWN's pension plan or move to PBSO's Pension Plan. PBSO will contribute five percent 5 % of gross income into the TOWN's Pension Plan for all Employees listed in Schedule 3.0 who opt to remain in the TOWN's Pension Plan. Employees listed in Schedule 3.0 who chose to move to PBSO's Pension Plan will receive the same benefits as all other PBSO Employees.

3.5 SENIORITY. PBSO will credit all Employees with seniority privileges for shift bidding and vacation selection as if they were hired by PBSO on the date they were hired by the TOWN. PBSO will credit Employees with seniority privileges for promotional opportunities and Career Deputy after one year from the commencement of the Term as if they were hired by PBSO on the date they were hired by the TOWN. Employees will begin earning credit toward longevity pay, merit leave and payment for unused sick leave on the date of commencement of the Term as set forth in PBSO's Policies and Procedures.

3.6 OPPORTUNITIES. All Employees shall be given the same opportunities for advancement, education, shifts, vacations, compensation and all other benefits as are made available to any other similarly ranked employee of PBSO with a similar seniority status

3.7 ASSIGNMENT OF POLICE POWERS. The TOWN does hereby vest in each Town District Employee, to the extent allowed by Applicable Law, the TOWN's police powers to the extent necessary or desirable to perform the Services. Every sworn police officer of PBSO so empowered hereby and engaged in the performance of the Services shall be deemed to be a sworn officer of the TOWN while performing such Services.

3.8 EDUCATION. The parties acknowledge the importance of the Town District Employees' knowledge of the general make-up of the TOWN and its geographic areas, its industrial, business and residential composition and its crime problems. PBSO shall offer appropriate continuing education to assure that all Town District Employees are acquainted with the Town District's general make-up, geographic areas, industrial, business and residential composition and its crime problems.

ARTICLE 4 FACILITIES AND EQUIPMENT

4.1 TRANSFER OF CURRENT VEHICLE FLEET AND EQUIPMENT. On the Effective Date, the TOWN shall transfer title and ownership interest to PBSO the Vehicle Fleet and Equipment in an "as-is" condition and shall include attached equipment, such as light bars and cages set forth in Schedule 4. PBSO shall retain the TOWN logo and name on vehicles operated within the TOWN District.

4.2 RETRANSFER OF EQUIPMENT, VEHICLE FLEET AND FACILITIES. Upon the expiration or earlier termination of this Agreement, PBSO shall return to the TOWN all equipment, vehicles, radios and facilities used by PBSO in performing police related services, free and clear of all Liens, or the appraised value of such equipment, vehicles or facilities as set forth in Schedule 4. Should the Agreement be terminated prior to the expiration of the Term within five years of the effective date, the aforementioned radio equipment will be returned to the TOWN, and any prorated sum for the balance of the cost of the radio equipment to be amortized over a five year period shall be paid by the TOWN. PBSO shall return all equipment, vehicles, radios and facilities in good condition, reasonable wear and tear, fire and other casualty loss excepted. TOWN shall compensate PBSO for the retransfer of such vehicles and equipment in an amount equal to the difference between their fair market value of such vehicles and equipment transferred by TOWN as reflected in Schedule 4. The fair market value of such vehicles or equipment sold, transferred, assigned and conveyed by PBSO to the TOWN pursuant to this Section shall be determined by (a) agreement, or if no agreement is reached within thirty (30) days after notice, as defined in Article 11.1, by either party that said party chooses to elect option b, (b) the average of the three appraised values according to an appraiser selected by PBSO, an appraiser selected by the TOWN, and an appraiser selected by agreement of both parties.

attorneys' fees, damages and penalties in connection therewith, and agrees that the same shall be added to, and become due and payable with, the next installment of Consideration due hereunder or, if no further Consideration is owed under this Agreement, within thirty (30) days of the TOWN's receipt of written demand therefor.

6.2.1 Traffic Funds. TOWN shall segregate all traffic ticket funds collected within the TOWN and designate such funds for the sole purpose of enhancing/increasing Police Services. TOWN shall transfer to PBSO control and custody of said monies following its approval of PBSO's proposed use.

6.2.2 Radio Costs. The cost of purchasing radios for the TOWN District Employees is included within the consideration set forth in Article 6.1., which costs shall be amortized over a period of five (5) years. Radio Startup/Expansion Contribution charged by Palm Beach County Communications Division shall be passed on to the TOWN as a direct cost as set forth in Schedule 2. PBSO will amortize the costs of the radio equipment over a five (5) year period. Should this Agreement terminate prior to the end of the five year amortized payment schedule, the TOWN shall assume responsibility for any remaining balance on the amortization schedule and PBSO will be free of obligation.

ARTICLE 7 FINES, FORFEITURES, REVENUES: PAYMENT, AND EVIDENCE

7.1 STATUTORY FEES FOR LAW ENFORCEMENT USE/LAW ENFORCEMENT EDUCATION FUNDS. Any and all statutory fees received by the TOWN that are earmarked for a law enforcement purpose shall be transferred and assigned by the TOWN to PBSO. All law enforcement education funds levied and collected by the Clerk of the Court for Palm Beach County, Florida and designated for use by the TOWN pursuant to Section 943.25, Florida Statutes, shall be assigned by the TOWN to PBSO for payment directly from the Clerk of the Court for Palm Beach County, Florida to PBSO. The TOWN hereby authorizes, empowers and assigns PBSO to take such actions on behalf of the TOWN to obtain such funds directly from the Clerk of the Court for Palm Beach County, Florida. If such funds were paid to the TOWN, the TOWN shall, within thirty (30) days of its receipt of same, pay such funds to PBSO. These funds shall be used by PBSO for the law enforcement education purposes authorized in said statute.

7.2 GRANT FUNDS AND MISCELLANEOUS REVENUES. The PBSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN will make these funds available to the PBSO to carry out the intent of the grant program as approved by the granting agency and the TOWN. It is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future.

7.3 RETURN OF UNUSED FUNDS. All funds initially received by the PBSO from the TOWN under the provisions of this Article, as well as funds received directly to the PBSO after the commencement of the Agreement, shall be accounted for and reported to the TOWN annually to include the details of all revenues

received and all expenditures made. In the event of termination of the agreement all unused funds shall be returned to the TOWN within 30 days from the date of termination.

7.4 SEIZED FUNDS. On the Effective Date, the TOWN shall sell, assign, transfer and convey the TOWN's right, title and interest in any funds currently maintained by the TOWN in the Law Enforcement Trust Fund to PBSO for any use permitted by law. PBSO shall use any funds subsequently recovered or seized by any Town District Employee within the Town District after the effective date of this Agreement, solely within the Town District. Upon the termination of this Agreement, all right, title and interest in any funds maintained by PBSO in the Law Enforcement Trust Fund for the Town District shall revert back to the TOWN.

7.5 EVIDENCE. All evidence currently in the custody of the TOWN shall be transferred to the custody of PBSO. TOWN agrees to assist in the transfer of all evidence to PBSO until such time that all evidence is documented and accounted for in accordance with PBSO Policies and Procedures for maintaining evidence, even if such transfer shall continue after the commencement of the Term.

ARTICLE 8 INSURANCE

8.1 PBSO's OBLIGATIONS. PBSO is self-insured and shall maintain levels of coverage consistent with its current policies during the Term. If, however, PBSO obtains insurance coverage outside any self-insurance fund currently in existence, PBSO shall maintain the same levels of coverage consistent with its Policies under its self-insurance program.

8.2 TOWN'S OBLIGATIONS. The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the PBSO in the event of claims related to the Facilities or damage/destruction of the Facilities leased by the PBSO under this Agreement. TOWN shall provide a copy of its insurance policies to PBSO.

ARTICLE 9 DEFAULT

9.1 DEFAULTS. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):

9.1.1 Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder;

9.1.2 Performance of Services. Failure of PBSO to perform the Services as required herein at any time during the Term; or

9.1.3 Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Services) or to cure any

misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure misrepresentation or breach; or

9.1.4 Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or

9.1.5 Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.

9.2 REMEDIES. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies.

9.2.1 Terminate and cancel this Agreement;

9.2.2 Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party; or

9.2.3 Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof; or

9.2.4 Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or

9.2.5 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

9.3 INTEREST AND LATE CHARGES. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay to the Non-Defaulting Party for administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to PBSO's payment obligations under this Agreement.

9.4 SEPARABILITY. Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity. While the parties acknowledge that any change in governmental entities will not effect

the obligations of the TOWN and PBSO as set forth in this Agreement, the parties affirm that the Term set forth in Article 2.3 shall remain enforceable to the extent permitted by law.

9.5 **WAIVER.** No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

9.6 **FORCE MAJEURE.** If the performance of any covenant, agreement, obligation or undertaking (exclusive of payment or monetary obligations of either party hereunder) required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotions, Acts of God, governmental restrictions or regulations or interferences, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be a Default for the period of such delay, hindrance or prevention.

9.7 **ATTORNEYS' FEES.** In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment for all costs and attorney's fees (both trial and appellate) incurred in connection therewith.

9.8 **PBSO ACKNOWLEDGMENT.** PBSO does hereby acknowledge that the TOWN is entering into this Agreement in reliance upon PBSO's obligation herein imposed for the Term. Accordingly, PBSO agrees that it shall have the right to terminate this Agreement only as permitted in this Agreement.

9.9 **PARTIES' RIGHT TO TERMINATE.** In addition to a Party's remedies as a Non-Defaulting Party in this Section, the Non-Defaulting Party may terminate this Agreement at any time by giving the Defaulting Party at least one hundred eighty (180) days prior written notice thereof. In the event of such termination by the Non-Defaulting Party, the Non-Defaulting Party shall render such aid, coordination and cooperation to the Defaulting Party that might be required for an expeditious and efficient termination of services.

ARTICLE 10 INDEMNIFICATION

10.1 **PBSO'S OBLIGATIONS.** PBSO will indemnify and save harmless the TOWN of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees) for any injury to persons or damage to or loss of property caused by PBSO or its agents, employees or contractors, whether such is caused by such Person's negligence, gross negligence, willful misconduct, or breach of this Agreement, including, without limitation, such Person's actions in connection with providing the Services

or the employment of the Town District Employees to the extent permitted by Applicable Law. This covenant and agreement of PBSO shall survive the expiration or earlier termination of this Agreement.

10.2 TOWN'S OBLIGATIONS. The TOWN will indemnify and save harmless PBSO of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees) for any injury to persons or damage to or loss of property caused by the TOWN or its agents, employees or contractors, whether such is caused by such Person's negligence, gross negligence, willful misconduct, or breach of this Agreement or any collective bargaining agreement, including, without limitation, such Person's actions in connection with the employment of the Employees prior to the Effective Date, providing police related services prior to the Effective Date or any obligation or undertaking in connection with either of them to the extent permitted by law. This covenant and agreement of the TOWN shall survive the expiration or earlier termination of this Agreement.

10.3 NO DUTY OF INDEMNIFICATION. Notwithstanding anything to the contrary contained herein, neither party (the "Indemnifying Party") shall have a duty to hold harmless or indemnify the other (the "Indemnified Party") from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the Indemnified Party or its employees, agents or contractors.

10.4 SOVEREIGN IMMUNITY. PBSO and the TOWN will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

ARTICLE 11 MISCELLANEOUS

11.1 NOTICE. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by telex or telecopy on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Section with customary confirmation of receipt of such telex or telecopy received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses: If to the TOWN, to it at the TOWN's Address, as set forth in Article 1.1.23 if to PBSO, to him or her at PBSO's Address, as set forth in Article 1.1.15. Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties at their respective addresses.

11.2 NON-ASSIGNABILITY. Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

11.3 TIME OF THE ESSENCE. Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

11.4 ENTIRE AGREEMENT. This Agreement together with any other written agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto.

and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereon.

11.5 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Palm Beach County, Florida. Each of TOWN and PBSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

11.6 WAIVER OF RIGHTS. TOWN and PBSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, TOWN and PBSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

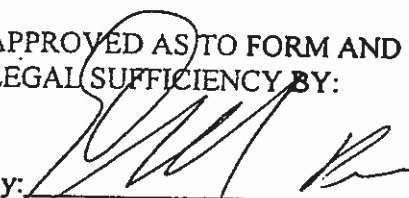
11.7 TERMINATION. The TOWN shall retain the right to terminate this Agreement without cause upon one hundred eighty (180) days notice to PBSO pursuant to Article 11.1 of its desire to cancel.

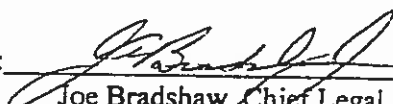
IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

PBSO:
SHERIFF OF PALM BEACH COUNTY

By: 
Edward W. Bieluch, Sheriff

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:**

By: 
Tripp Scott, P.A., Special Counsel

By: 
Joe Bradshaw, Chief Legal Advisor

TOWN:
TOWN OF LAKE PARK

By: _____

Name: _____

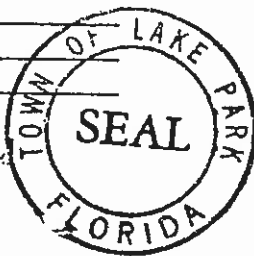
Title: _____

Attest by: _____

Name: _____

Title: _____

[SEAL]



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

By: _____

Betty Resch, Town Attorney

SCHEDULE 1 **DESCRIPTION OF POLICE SERVICES**

The Services which PBSO is required to provide under the Agreement shall consist of the same level and type of services provided by PBSO throughout Palm Beach County. The following are examples of services to be provided by PBSO to the TOWN, and by listing examples, the parties do not intend to set a limitation on the services to be provided by PBSO to the TOWN:

1. Uniformed Officers shall respond to and render aid in life-saving and in-progress crime scenes.
2. Each Patrol Unit shall contain all standard support equipment necessary to provide the Services.
3. Uniformed Officers shall provide vacation-house-check services and premises surveillance not less than once during each twenty-four (24) hour period for each resident of the TOWN who registers for such service. The uniformed patrol unit shall provide a high profile in both residential and business areas.
4. Emergency 911 Services - PBSO shall answer and administer, on a twenty-four (24) hour daily basis, all telephone communications related to the Services to be provided for the TOWN. Additionally, PBSO will provide dispatching for Police Services. However, PBSO will not provide dispatching for fire services as such calls will be transferred to the appropriate dispatching agency. Said services will be provided utilizing equipment either owned, leased, or in the custody and control of PBSO located at PBSO's Address.
5. Other services including record keeping and parking enforcement. PBSO will follow established procedures and processes.
6. The uniform patrol force shall respond to and render aid in life-saving and in-progress crime scenes, and shall make every reasonable effort to respond timely.

DESCRIPTION OF ANCILLARY SERVICES

The following Ancillary Services shall be provided for the TOWN at no additional cost to the TOWN when PBSO believes such are necessary or desirable:

1. Full service crime lab.
2. Helicopter patrol.
3. Organized Crime investigations (includes Vice & Narcotics).
4. Prisoner and jail services.
5. Investigators from Central Criminal investigations.
6. Marine Patrol.

7. Other support services, such as Traffic Homicide, Canine, etc. (as available to other PBSO districts or law enforcement jurisdictions).
8. Advise the TOWN of the need for additional resources including, but not limited to, Town District Employees. Upon the request of the Town Manager and PBSO's availability of resources, PBSO agrees to provide such additional resources at PBSO's then current rates or fees.
9. PBSO shall provide Uniformed Officers to provide security at all TOWN Board meetings at no additional cost to TOWN. PBSO shall also provide security and traffic detail officers to support four special event activities occurring within the TOWN at no additional cost to the TOWN. PBSO shall cooperate with the TOWN and follow TOWN procedures in the permitting of special events. The TOWN agrees to authorize PBSO to act as public safety representative for the TOWN in permitting of special events (excluding fire/rescue matters handled by the Fire Department). Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency. It is understood that there may be circumstances in which deputies assigned to patrol must be temporarily assigned to traffic to supplement special detail deputies.

ISSUES DESCRIPTION OF TOWN PROVIDED SERVICES AND CLARIFICATION OF OTHER SERVICE/EQUIPMENT

RADIO AND TELECOMMUNICATIONS (NON-DISPATCH) SERVICES AND EQUIPMENT.

The TOWN supports the overall concept of a regional communications system with services provided by PBSO with emergency calls for service within the TOWN being received and dispatched using a primary PSAP (public safety answering point) approach. The TOWN shall pay for upgrading its current Radio and Telecommunications Services and Equipment to allow for use within the County's 800 MHz Trunked Radio System including Startup/ Expansion Contributions, which costs shall be absorbed in the consideration set forth in Article 6.1.

**SCHEDULE 2
CONSIDERATION**Payment Schedule

<u>Time Frame</u>	<u>Yearly Consideration</u>	<u>Monthly Consideration</u>
First Year of Term	\$1,450,000.00	\$120,833.33
TOWN obligations set forth in Article 3.4	\$148,115.40* (To be paid during first year of Term)	\$12,342.95*
Radio Startup/Expansion Contribution Costs to Palm Beach County	\$75,204 (To be paid as invoiced by the County)	47,

*subject to adjustment per Article 3.4

SCHEDULE 3.0
LIST OF EMPLOYEES RETAINED BY PBSO
(TOWN PERSONNEL SYSTEM REPORT ATTACHED)

Law Enforcement Officers:

1. Barr, Brian
2. Brown, Brian
3. Cain, Mark
4. Gray, Leroy
5. Hess, William
6. Piantedosi, William
7. Pierre-Louis, Noe
8. Propst, Gerald
9. Selfridge, Patricia
10. Spears, Martin
11. Askal, Ibrahim
12. Rawdon, Kevin
13. Brown, James
14. Cascio, Richard
15. Davis, Mac
16. Miller, Stephen

Administrative Assistant:

1. Mendez, Kara

School Crossing Guards:

1. Roberts, Henry
2. Koeberlin, Allen
3. Stewart, Etha May
4. Onorato, Anthony
5. Chappelle, Carrie
6. Stewart, Maysel
7. Sant, Elizabeth
8. Aksal, Theresa
9. Davis, Ernest
10. Bursey, Barbara
11. Chappelle, Louie

SCHEDULE 3.0

TOWN PERSONNEL SYSTEM REPORT

Rank	Annual Leave	Sick Time	FH	Comp	Total of Banks	Rate of Pay	Pay Out
1 Officer	171	88.56	0	0	259.56	\$18.33	\$4,238.81
2 Officer	234.14	72	0	187.5	493.64	\$21.51	\$10,618.20
3 Officer	179	54	8	35.24	276.24	\$15.40	\$4,254.10
4 Officer	72	90.4	0	0	162.4	\$18.32	\$2,650.37
5 Officer	210.5	0	0	64.58	275.08	\$22.49	\$6,186.55
6 Officer	215	89.5	0	0	304.5	\$15.43	\$4,698.44
7 Officer	163	85.5	0	37.5	286	\$15.48	\$4,427.28
8 Officer	21	46.25	0	8	75.25	\$16.52	\$1,243.13
9 Officer	169.51	12.5	0	0	182.01	\$20.48	\$3,727.56
10 Officer	153	35.75	0	14.5	203.25	\$15.65	\$3,180.86
11 Officer	202.36	26	0	146.1	374.46	\$22.06	\$8,260.59
12 Officer	208	88	0	12.26	306.26	\$18.26	\$5,592.31
13 Officer	223.75	52	0	103.86	379.61	\$19.77	\$7,504.89
14 Officer	144.72	54.5	0	4.5	203.72	\$22.59	\$4,602.03
15 Officer	212	47.75	0	17.75	277.5	\$20.60	\$5,716.50
16 Officer	132	4.25	0	40.63	176.88	\$18.08	\$3,197.99
17 Admin. Sec.	60	96	0	35	191	\$11.18	\$2,135.38
Total	2,708.98	846.96	8.00	672.42	4,236.38	296.97	\$80,099.41

Prepared by Kara Mendez, Administrative Secretary 9/17/01

**SCHEDULE 3.1
EMPLOYMENT APPLICANTS**

(TOWN PERSONNEL SYSTEM REPORT ATTACHED)

1. Lindskoog, Jeff
2. Cindia, Linda
3. Schneider, Mark
4. Tritsch, Sally
5. Wagner, Kenneth
6. Dobson, Robert
7. Buchanan, Robert
8. Gendreau, Thomas
9. Popovich, Daniel
10. Riley, Howard
11. Rodriguez, Robert
12. Umphrey, Kevin
13. Barone, Jules J. *
14. Adams, Thomas
15. Brabham, Felicia
16. Chase, Deborah
17. Fair, Gail
18. Lapsley, Brandy
19. Parks, Jenenne
20. Slater, Laurie

SCHEDULE 3.1

Item 5.

TOWN PERSONNEL SYSTEM REPORT

Rank	Admin 200	Annual Leave	Sick Time	FH	Comp	Total of Banks	Rate of Pay	Pay Out
Chief	Lindskoog Jeff	209.5	96	0	78.5	384	\$30.55	\$11,731.20
LL	Schneider Mark	189	96	0	91	376	\$27.63	\$10,388.88
Adm'n. Asst.	Tritsch Sally	-4	96	8	0	100	\$14.42	\$1,442.00
Asst. Chief	Wagner Kenneth	107.5	96	8	82	293.5	\$28.13	\$8,256.16
Rank	Road Patrol 220							
Sgt.	Dobson, Robert	0	0	0	-17	-17	\$25.83	-\$439.11
Officer	Buchanan Robert	102.59	8	8	21.59	140.18	\$21.71	\$3,043.31
Sgt.	Gendreau Thomas	100.5	82	8	88.05	278.55	\$20.58	\$5,732.56
Sgt.	Popovich Daniel	161.93	0	8	21.39	191.32	\$24.74	\$4,733.26
Officer	Riley Howard	159	0	8	11.75	178.75	\$21.09	\$3,769.84
Officer	Rodriguez Robert	41.06	0	0	5	46.06	\$16.16	\$744.33
Officer	Umphrey Kevin	269	78	0	39.63	386.63	\$22.53	\$8,710.77
Sgt.	* Barone, Jules J.						\$23.31	
Rank	Dispatch 230							
Dispatch	Adams Thomas	65.5	0	8	1.45	74.95	\$15.75	\$1,180.46
Dispatch	Brabham Felicia	0	0	0	0	0	\$11.14	\$0.00
Dispatch	Chase Deborah	52.25	52.5	0	0	104.75	\$11.73	\$1,228.72
Dispatch	Cindia Linda	147.5	96	0	0	243.5	\$10.34	\$2,517.79
Dispatch	Fair Gail	171.75	52	0	13.5	237.25	\$12.72	\$3,017.82
Dispatch	Lapsley Brandy	53	77.25	0	0	130.25	\$11.14	\$1,450.99
Dispatch	Parks Jenenne	0	0	0	0	0	\$11.67	\$0.00
Dispatch	Slater Laurie	0	0	0	0	0	\$14.30	\$0.00
Total		1826.08	829.75	56	436.86	3148.69	\$375.47	\$67,508.96

* All pre-existing liabilities for this Officer were covered in a re-employment, settlement agreement between the Officer and the Town of Lake Park.

**SCHEDULE 4
VEHICLE FLEET AND EQUIPMENT**

Attached

SCHEDULE 4

Item 5.

VEHICLE FLEET AND EQUIPMENT

<u>Equipment</u>	<u>Value</u>
Chairs	23
Desk	11
Book Case	2
Filing Cabinets	12
TV	2
VCR Stand	2
Fax Stand	1
Phones	11
IKON Copy Machine (to paid by the Town of LP)	1
Kitchen General Area	
Cordenza	1
Podium	1
Level III, Gold Body	25
Rador Trailer	1
Laser Radar	1
Radars	11

<u>Vehicles Numbers</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Mileage</u>	<u>Condition</u>	<u>Value</u>
# 74	2000	Ford	Crown Victoria	17925	Good	
#95	1998	Ford	Explorer	45817	Good	
#96	1998	Ford	Crown Victoria	46413	Good	
#97	1998	Ford	Crown Victoria	45149	Good	
#98	1999	Ford	Crown Victoria	40980	Good	
#80	1991	Chevrolet	Caprice	98028	Fair	
#94	1996	Ford	Crown Victoria	91150	Fair	
#82	1993	Ford	Crown Victoria	98174	Fair	
#73	2000	Ford	Crown Victoria	27000	Good	

*** Please note that all vehicles include Police equipment, such as: Light Bars, Sirens, Cages, etc.,)
(Except police radios)

SCHEDULE 5
LIST OF EXISTING AND POTENTIAL CLAIMS

GABRIEL AARON RAMON, GABRIEL RAMOS JR., AND CHARLOTTE JOHNSON v. TOWN OF LAKE PARK POLICE DEPARTMENT, TOWN OF LAKE PARK, OFFICER IBRAHIM AKSAL AND OFFICER ROBERT MURPHY, Case No 01-8563 CIV, U.S. District Court, Judge Ferguson-Snow. The Florida League of Cities is the insurer for the town in this case.

IN THE MATTER OF ARBITRATION BETWEEN THE TOWN OF LAKE PARK, FLORIDA, AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, FMCS 00-00084. This is the arbitration case for the firings of Kevin Umphrey Brian Brown and H. Shane Riley. The only outstanding issues in this case are the signing of releases and the final back pay payments.

INGERSOLL, BROWN, UMPHREY AND RILEY v. TOWN OF LAKE PARK, et al., Case No. 00-2394 AE. Florida League of Cities is the insurer for the town in this case.

CLAIM NO: 044-62-2833, State Department of Labor and Employment Security, Office of the Judge of Compensation Claims District.

Claimant: Robert J. Dobson. Date of accident, 4/20/01. Florida League of Cities has denied the claim, it is in litigation.

JULIUS BARONE v. TOWN OF LAKE PARK, LINDSKOOG and LEARY, Case No: CL 00-01277 AH. This case has been approved for settlement by the town commission, and the Florida League of Cities is our insurer.

The following are claim notices which have not been filed as lawsuits:

Willie Clark. Claimant alleges excessive force. Claim loss notice filed in April 2000, Date of Loss 8/28/98.

Ms. Lataisha Anderson McCullon and Cheryl Paynes. Allegation of false arrest and malicious prosecution by Officers Cain and Miller.

Jerome Range. Allegation of false arrest. This stems from 1997, and is inactive. Florida League of Cities is the insurer.

SCHEDULE 6 STAFFING SCHEDULE

Upon the Effective Date, a transition process of up to 90 days is anticipated for the benefit of permitting the Employees a reasonable period of time to adjust from one organizational philosophy to another. Included in this transition period is an adjustment from the present operations/uniform patrol shift schedule used by the TOWN to the operations/uniform shift schedule used by PBSO.

PBSO will deploy Uniformed Officers on each operational/uniform patrol shift. PBSO currently employs an eight (8) hour by three (3) shift structure over a twenty-four (24) hour period. The District Commander will determine daily uniform deployments to meet the needs of the TOWN and the level of Services.

Other uniformed units assigned to the patrol operations may include traffic, canine, and other specialized units. Additional personnel will be assigned to directly support the patrol operations units, as well as investigate several categories of property crimes generated in the district (burglary, etc.). Specialized units would be assigned by the District Commander on an as needed basis.

The current anticipated level of Police Services to be provided includes one District Commander, sixteen Law Enforcement Officers, one Administrative Secretary, and fourteen School Crossing Guards.

If there is a new demand or circumstances which require an increased level of Police Services to meet the needs of the TOWN, then PBSO shall make a proposal to the Town Commission for an increased level of Service as set forth in Article 6.2.

EXHIBIT A CONTRACT AMENDMENT DUE TO ANNEXATION

The purpose of this exhibit is to provide for general procedures to amend the Agreement due to an annexation by the TOWN. In the case of approval of any annexation bill, the TOWN and PBSO agree to the following:

1. **AMENDMENT.** Expansion of the police services to areas annexed into the TOWN shall be performed through an amendment to the Agreement.
2. **SUBMISSION OF AMENDMENT BY PBSO.** The services provided, service level, and costs of the services in line-item detail shall be submitted by formal request for an amendment by PBSO. The request shall be presented to the City Commission for approval in the form of an amendment. The amendment request must be submitted 90 days prior to the effective date upon which services will be required to be provided by the TOWN under the provisions of either an Annexation Transition Plan or the legislative bill itself provided there is a minimum of 120 days lead time prior to the annexation effective date.
3. **LEVEL OF SERVICE.** The patrol services level to the annexed area(s) shall be of an equivalent level as that provided to the original TOWN as it existed upon approval of the original Agreement. All law enforcement services provided under the Agreement shall be made available to the annexed area(s). Existing administrative and managerial support positions will be utilized to the greatest extent possible. Police services provided under the proposed amendments are subject to City Commission approval.
4. **CONSIDERATION.** The consideration to be paid for expansion of services to the annexed area shall be commensurate with any change in the level of services set forth in the amendment.
5. **EFFECTIVE DATE.** Payment for law enforcement services will be subject to the interlocal agreement on annexation as referenced in the annexation legislative bill.
6. **TRANSITION PLAN.** PBSO and TOWN agree to develop a transition plan for any period falling between the actual annexation effective date and the commencement of the next fiscal year as soon as it is legally determined that the boundaries of the TOWN will be expanded. A transition plan shall be developed prior to the date upon which the service amendment must be submitted. The planning process shall involve both TOWN and PBSO officials.

**EXHIBIT B
TOWN BOUNDARIES**

Attached

EXHIBIT B
TOWN BOUNDARIES

The territorial limits, boundary lines and area of the Town of Lake Park, Palm Beach County, Florida, a municipal corporation organized and existing under the laws of the State of Florida, be and the same are defined, fixed, determined and established as all that portion of Sections 19, 20, 21 and 22, Township 42 South, Range 43 East, being more particularly described as follows:

Beginning at the northwest corner of said section 20; thence South $88^{\circ}29'36''$ East, along the north line of the northwest one-quarter ($NW\frac{1}{4}$) of said section 20, a distance of 2658.69 feet to the north one-quarter ($N\frac{1}{4}$) corner of said section 20; thence South $01^{\circ}16'15''$ West, along the east line of said northwest one-quarter ($NW\frac{1}{4}$), a distance of 15.75 feet to a point on a line which is 7.75 feet south of and parallel with the centerline of Northlake Boulevard (S.R. No. 809) as shown on the Florida State Department of Transportation Right-of-Way Section No. 93600-2604; thence South $88^{\circ}29'08''$ East, along said parallel line (said line also being 15.75 feet south of and parallel with the north line of the northeast one-quarter ($NE\frac{1}{4}$) of said section 20), a distance of 2654.88 feet to the east line of said northeast one-quarter ($NE\frac{1}{4}$); thence South $88^{\circ}39'56''$ East, 199.98 feet to a point on a tangent curve; thence along the arc of said curve, concave to the south, having a radius of 4019.52 feet, a delta of $08^{\circ}40'40''$, and an arc length of 608.78 feet to a point of reverse curvature; thence along the arc of said curve, concave to the north, having a radius of 4009.75 feet, a delta of $10^{\circ}37'48''$, and an arc length of 743.92 feet; thence tangent to the previously described curve, north $89^{\circ}22'56''$ east, 1094.29 feet to a point on the east line of the northwest one-quarter ($NW\frac{1}{4}$) of section 21, (the last four (4) described courses being 7.75 feet south of and parallel with the said centerline of Northlake Boulevard; thence South $01^{\circ}38'53''$ West, along said east line (said line also being the west line of Government Lot 1), a distance of 1283.83 feet to the south line of Government Lot 1; thence South $88^{\circ}38'33''$ East, along the south line of Government Lot 1 and its easterly extension, 3330.68 feet to the centerline of the Channel of the Intracoastal Waterway; thence South $05^{\circ}41'10''$ East, along said centerline, 4093.38 feet to a point on the south line of section 22; thence North $88^{\circ}31'33''$ West, along the south line of section 22 and section 21, a distance of 3853.21 to the south one-quarter ($S\frac{1}{4}$) corner of said section 21; thence continuing along the south line of section 21, North $88^{\circ}31'04''$ West, 2599.87 feet to the southwest corner of said section 21; thence North $88^{\circ}31'37''$ West, along the south line of section 20, a distance of 2661.47 feet to the south one-quarter ($S\frac{1}{4}$) corner of said section 20; thence continuing along the south line of section 20, North $88^{\circ}30'30''$ West, 2665.20 feet to the southwest corner of said section 20; thence North $01^{\circ}21'11''$ East, along the east line of the southeast one-quarter ($SE\frac{1}{4}$) of section 19, a distance of 40.01 feet; thence North $87^{\circ}18'48''$ West, along a line 40.00 feet north of and parallel with the south line of section 19, a distance of 2674.34 feet to a point on the west line of the southeast one-quarter ($SE\frac{1}{4}$) of said section 19; thence North $01^{\circ}32'37''$ East, along said west line, 289.99 feet; thence South $88^{\circ}27'29''$ East, 18.41 feet to a point on the easterly right of way line of the Central and Southern Florida Flood Control District Canal C-17; thence North $19^{\circ}22'03''$ East, along said easterly right-of-way line, 5013.61; thence continuing along said easterly right-of-way line, North $01^{\circ}32'59''$ East, 171.25 feet to the southerly right-of-way line of Lake Park Road (S.R. No. 809-A) as shown on the Florida State Department of Transportation Right-of-Way Map Section No. 93600-2606; thence South $88^{\circ}26'21''$ East, along said southerly right-of-way line, 71.95 feet; thence South $01^{\circ}19'36''$ West, along a line 1030.00 feet west of and parallel with the east line of section

EXHIBIT B
TOWN BOUNDARIES

19, a distance of 425.00 feet; thence South $88^{\circ}26'21''$ East, along a line 500.00 feet south of and parallel with the north line of said section 19, a distance of 200.00 feet; thence South $01^{\circ}19'36''$ West, along a line 830.00 feet west of and parallel with the east line of said section 19, a distance of 300.00 feet; thence South $88^{\circ}26'21''$ East, along a line 800.00 feet, south of and parallel with the north line of said section 19, a distance of 830.01 feet to the west line of the northwest one-quarter (NW $\frac{1}{4}$) of section 20; thence North $01^{\circ}19'36''$ East, along said west line, 800.01 feet to the point of beginning; Said lands lying in Palm Beach County, containing 1527.991 acres, more or less.

EXHIBIT C LEASE AGREEMENT

LESSOR

THE TOWN OF LAKE PARK, FLORIDA
535 Park Avenue
Lake Park, FL 33403
("Lessor")

LESSEE

**THE SHERIFF OF PALM BEACH COUNTY,
FLORIDA**
Palm Beach Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406-3001
("Lessee")

PREMISES

That portion of Lessor's property located at 700 6th Street, Lake Park, FL 33403 (the "Police Headquarters"), together with all buildings, betterments, landscaping, parking areas and other improvements thereon, all as more particularly shown in Exhibit "1" attached hereto and incorporated herein by reference (the "Premises") (Exhibit 1), at either party's option, to be supplemented by a survey of the Premises.

Within the Police Headquarters building, Lessor shall have the right to maintain the offices and associated space supporting the communications dispatching and information technologies support functions and no relocations shall be required without the TOWN's consent. The TOWN will continue to lease tower and land space as it deems appropriate and will continue to receive all current and future revenues from said leases. TOWN employees and sublessees having business to conduct on the Premises shall have a right of access to those areas required for the purpose of carrying out their business.

In consideration of the mutual covenants contained herein and in connection with that certain Agreement for Police Services between Lessor and Lessee of even date herewith (the "Agreement"), Lessor does hereby lease, let and demise to Lessee, and Lessee hereby leases from Lessor, the Premises upon the terms and conditions set forth herein and in the Conditions of Lease, Exhibits and Addenda hereto (collectively, the "Lease"). Capitalized terms used but not otherwise defined herein, shall be used herein as defined in the Agreement.

TERM

The term of this Lease shall commence upon the date the Police Services Agreement commences and shall terminate on the date the Police Services Agreement's expiration or earlier termination but not to exceed ten years.

RENT

The monthly rent (the "Monthly Rent") during the Term shall be ten dollars (\$10.00).

EXTENSION

The term of this Lease shall automatically extend for the same length of period as the Agreement when the Term of the Agreement is extended in accordance with the requirements contained therein. If the term of this

Lease is extended, it shall be extended upon the same terms and conditions contained herein but not to exceed ten years.

ARTICLE 1

1.1 RENT. The Monthly Rent shall be due and payable on the first day of each month during the Term and any extensions thereto beginning with the first payment due on the Effective Date. If the Effective Date of any term hereunder is not the first day of a month, the monthly rent for the first and last month of such term shall be prorated accordingly.

ARTICLE 2

2.1 UTILITIES. Lessor shall pay or cause to be paid all charges for water, sewer, gas, electricity, light, heat, power, telephone and other utility services used, rendered or supplied to the Premises, accruing upon commencement of the Lease and during the term of this Lease thereafter. The existing copy machine on the Premises will be provided by Lessor and Lessor shall be responsible for its maintenance.

2.2 INSURANCE. At all times during this Lease, Lessor shall, at its own expense, maintain and provide insurance coverages and insuring such parties' interests as are required under the terms of the Agreement to the extent provided by law.

2.3 TAXES. Lessor covenants and agrees to pay any taxes assessed and levied by the state, TOWN, county or other municipal corporation against the Premises.

ARTICLE 3

3.1 USE. Lessee may use the Premises in connection with providing the Services under the Agreement and matters related thereto.

3.2 Compliance with Law. Lessor shall, at its own expense, deliver the Premises to Lessee, and thereafter maintain same, in full and complete compliance with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer (including but not limited to laws, orders and regulations with respect to the Americans with Disabilities Act of 1990). Maintenance responsibilities of the Lessor are limited to the grounds, and exterior of the building. Lessee agrees, at its own expense, to comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer which shall impose any duty upon Lessee with respect to the use of the Premises. Each party shall, at its own expense, obtain all required licenses or permits necessary for the compliance with the terms of this Section.

3.3 QUIET ENJOYMENT. Lessee shall, at all times during this Lease, peaceably and quietly enjoy the Premises without any disturbance from Lessor or from any other person claiming through Lessor.

3.4 PARKING. Lessor guarantees to Lessee at all times during this Lease, and any extension of this Lease, for the benefit of lessee and Lessee's employees, agents and invitees, the right, in common with other tenants of such facility and their employees, agents, and invitees to use for parking the designated parking areas.

ARTICLE 4

4.1 **CONDITION OF PREMISES.** The Premises are being leased "as is" and Lessee hereby accepts the Premises in such condition, subject to the other provisions of this Lease. Lessor shall, at its own expense, maintain and keep the Premises including without limitation the landscaping, exterior walls and roof of the building in good repair. All such maintenance shall be made promptly as and when necessary and shall be of a quality and class at least equal to the original work. Lessor shall also make all repairs or changes which may be necessary to make the Premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom.

4.2 IMPROVEMENTS.

4.2.1 Lessee may, at its own expense and with the prior written consent of Lessor, make such alterations, additions and improvements to the Premises as Lessee may deem reasonably necessary or desirable, including without limitation sign installation, and expansion and construction of other improvements. Such alterations, additions and improvements shall become the property of Lessor upon the expiration or termination of this Lease unless Lessee, at Lessee's sole option, elects to remove all or any portion thereof of such alterations, additions and improvements and restore that portion of the Premises to a condition substantially similar to their condition at the inception of this Lease, reasonable wear and tear, structural damage, and fire or casualty loss excepted. Lessor shall grant Lessee reasonable access to enter the Premises upon termination or expiration of this Lease in order for Lessee to remove the same. Lessee shall not have the authority to, and shall not, permit any lien, charge or encumbrance of any kind whatsoever to be placed upon the Premises, and Lessee shall bond or discharge any such lien, charge or encumbrance within fifteen (15) days' written notice from Lessor.

4.2.2 Lessee shall have the right to install a security system with the Lessor's written consent. Lessor's consent shall not be unreasonably withheld.

4.2.3 Notwithstanding anything to the contrary stated herein, Lessor shall deliver the Premises in a broom-clean condition with interior lighting sufficient to permit Lessee to perform the Services, functioning and operational restroom facilities, electricity meeting state and local building codes and a HVAC system capable of maintaining comfortable ambient air temperatures in the Premises at all times during the year.

4.3 **DESTRUCTION OF LEASE PREMISES.** In the event of damage or destruction of all or any portion of the Premises which renders the Premises reasonably and economically unsuitable for Lessee to perform the Services therefrom, as determined by Lessee, Lessee shall have the option to terminate this Lease whereupon the rent shall be apportioned as of the date of such destruction, any prepaid rents or deposits shall be returned, and the parties shall be released of all further duties and obligations hereunder. Lessor shall have the option to, at its sole expense, (a) to rebuild, repair or restore the Premises to a condition substantially similar to their condition at the inception of this lease and the rent shall be abated during such rebuilding, repair and restoration, or (b) to relocate the Police Headquarters to another facility. The Parties shall notify each other in writing within thirty (30) days of the date of such damage or destruction of its election hereunder. Insurance proceeds of policies maintained by Lessee, if any, shall be made available to Lessor for expenditures incurred to (a) hereunder.

4.4 EMERGENCY SITUATION. Lessee shall be responsible for securing and preparing the Premises for any hurricane or other emergency situation.

ARTICLE 5

5.1 EVENTS OF DEFAULT. The occurrence of any one or more of the following shall constitute an "Event of Default" hereunder:

5.1.1 Failure of either party to pay any amount required hereunder within ten (10) days after receipt by that party of written notice of such failure; or

5.1.2 Failure of either party to perform any other covenant, condition, agreement or provision contained herein within thirty (30) days after receipt by that party of written notice of such failure;

5.1.3 A Default by either party under the terms of the Agreement; or

5.1.4 Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of lessee.

If the performance of any covenant, agreement, obligation or undertaking (exclusive of payment or monetary obligations of Lessee hereunder) required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotions, Acts of God, governmental restrictions or regulations or interferences, fires or other casualty, or any circumstances beyond the control of the party obligated or permitted under the terms hereof to do or perform the same, the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be an Event of Default for the period of such delay, hindrance or prevent.

5.2 REMEDIES. Upon the occurrence and continuance of an Event of Default, the non-defaulting party may, at its option and without any obligation to do so, elect any one or more of the following remedies:

5.2.1 Terminate and cancel this Lease; or

5.2.2 Withhold payment or performance under this Lease until such time as such Event of Default is cured; or

5.2.3 Cure such Event of Default and recover the costs thereof, together with interest thereon at the lesser of eighteen percent (18%) or the maximum legal rate permitted by applicable law, from the party in default; or

5.2.4 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state in which the Premises are situated. The parties hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

ARTICLE 6

7.12 **INTERPRETATIONS.** This Lease shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

7.13 **TIME OF THE ESSENCE.** Time of performance by either party of each and every term, covenant, condition or provision herein contained is of the essence.

7.14 **BINDING EFFECT.** All of the terms, covenants, conditions and provisions of this Lease, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, executors, other legal representatives, heirs and permitted assigns.

7.15 **HEADINGS.** The headings contained in this Lease are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Lease.

7.16 **REMEDIES CUMULATIVE.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

7.17 **AUTHORITY.** Execution hereof shall constitute a representation and warranty by the party executing on behalf of Lessor that (i) Lessor is a duly organized and existing, (ii) is in good standing under Applicable Law, (iii) has the full right and authority to enter into this Lease, and (iv) all persons signing on behalf of Lessor have been duly authorized to do so by appropriate action.

7.18 **RADON GAS.** As required by F.S. 404.056(8), Lessor notifies Lessee as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from your county health unit."

7.19 **SOVEREIGN IMMUNITY.** Lessee and Lessor will at all times be entitled to the benefits of limitation of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Lease or in this indemnity paragraph shall be construed as a waiver of those entitlements to sovereign immunity in respect of any right, entitlement or duty flowing from any person out of this paragraph or in any part of this Lease or any other act.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on their behalf as of this _____ day of _____, 2001.

[Remainder of page left intentionally blank]

6.1 ENVIRONMENTAL ASSESSMENT.

6.1.1 Within sixty (60) days of the date of this Lease, Lessee may, at its own expense, have the Premises inspected to determine if the Premises are in compliance with all municipal, state and federal environmental, environmental protection and toxic waste laws, health and safety laws, and all ordinances, codes, rules and regulations promulgated thereunder ("Laws"). Lessee may commission any environmental assessment or perform other tests deemed necessary by Lessee on the Premises at its sole cost and expense.

6.1.2 Inspection by Lessee shall not release Lessor from any future environmental liability.

6.2 REMEDIATION AND COMPLIANCE WITH LAWS. Notwithstanding any other provision of this Lease, if any hazardous substances, hazardous materials, toxic substances or other similar or regulated substances, residues or wastes, pollutants, petroleum products and by-products, including any other environmental contamination whatsoever (collectively "Contamination") are found, irrespective of causation then Lessee shall have the option of either: (i) enter into a written agreement with lessor providing for the necessary hazardous substance remediation, removal, disposal or other action to bring the Premises into compliance with the applicable laws; (ii) immediately terminate the Lease and be refunded any and all deposits and prepaid rents paid Lessor and thereafter be relieved of all further duties and responsibilities under this Lease; or (iii) accept the Premises in its then existing condition without jeopardizing any rights or remedies under the Lease. Lessee's option hereunder shall not act as a waiver or otherwise affect lessee's election to remove any hazardous substances, hazardous materials or asbestos.

6.3 CONTAMINATION LIABILITY. Notwithstanding any other provision of this lease, Lessor shall be solely responsible for and agrees to indemnify, defend and hold harmless Lessee, its employees, agents, officers, directors, heirs and assigns, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, remedial action requirements and enforcement actions, administrative proceedings and any other actions of whatever kind or nature, including attorneys' fees and costs (and costs and fees on appeal), fees of environmental consultants and laboratory fees, known or unknown, contingent or otherwise, arising out of or in any way related to the discovery, remediation, or disposal of said Contamination under this Lease, including any personal injury (including wrongful death) or property damage (real or personal) arising therefrom, except to such liability which was caused by Lessee during the term of this Lease. This paragraph shall survive the termination or earlier expiration of this Lease.

6.4 STANDARD OF CARE. Each party shall engage only those persons licensed, familiar with, and experienced in the performance of services in connection with and relating to those projects required herein and such persons or companies shall be possessed of, and shall employ to the fullest extent, the degree of care, learning, skill and ability necessary or desirable to render the required services.

6.5 LESSOR'S REPRESENTATIONS. Lessor, to the best of its knowledge, is not aware of any past or present release of Contamination on, under or surrounding the Premises and has not received any warning notices, notice of violations, administrative complaints, judicial complaints or other formal or informal notices from any environmental or governmental agency alleging that conditions on, under or surrounding the Premises are in violation of any Laws. Lessor has provided copies to Lessee, in whatever capacity and in whatever form obtained, any and all information relating to Contamination on the Premises.

6.6 OBLIGATIONS UNCONDITIONAL. Each party's obligations under this Article 6 shall survive termination of this Lease and shall not be abated, diminished or eliminated for any reason, including any representations made by Lessee regarding inspections, maintenance, insurance or acceptance of the Premises, if such were ever made.

ARTICLE 7

7.1 INDEMNIFICATION. Each party will indemnify and save harmless the other of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorneys' fees) for any injury to persons or damage to or loss of property in or about the Premises caused by the negligence, willful misconduct or breach of this Lease by such party, its agents, employees, business invitees or guests, or arising from such party's use of the Premises to the extent allowable by law.

7.2 REASONABLE CONSENT. Any consent or approval of either party required hereunder shall not and may not be unreasonably withheld unless this Lease provides that such consent or approval is within the sole discretion of such party.

7.3 ACCESS TO PREMISES. Lessor may, at reasonable and mutually agreeable times, but with at least twenty-four (24) hours advance notice to Lessee, enter the Premises to make a walk-through examination and to make any necessary repairs on the Premises.

7.4 BROKERS. Each of the parties represents and warrants there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease. Each of the parties agrees to indemnify and hold harmless the other from any and all liabilities, costs and expenses (including attorneys' fees) arising from any such claim.

7.5 RELATIONSHIP OF PARTIES. The relationship between the parties hereto shall be solely as set forth herein and neither party shall be deemed the employee, agent, partner or joint venturer of the other.

7.6 NO WAIVER. No delay in exercising or omission of the right to exercise any right or power by either party shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this lease by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

7.7 ATTORNEYS' FEES. In the event of any controversy arising under or relating to the interpretation or implementation of this Lease or any breach thereof, the prevailing party shall be entitled to payment for all costs and attorneys' fees (both trial and appellate) incurred in connection therewith.

7.8 ENTIRE LEASE. This Lease together with any Exhibits or attachments hereto and other written agreements entered into contemporaneously herewith constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Lease may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Lease shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns,

subject, however, to the limitations contained herein. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7.9 APPLICABLE LAW. This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are situated.

7.10 SUBORDINATION. This Lease is and shall be subject and subordinate, at all times, to the lien of any mortgages or deeds of trust which now affect the Premises; provided, however, that so long as Lessee shall not be in default in the performance of its obligations under this Lease, neither this Lease nor Lessee's right to remain in exclusive possession of the Premises shall be affected or disturbed by reason of any default under such mortgage or deed of trust, and, if such mortgage or deed of trust shall be foreclosed or if such mortgagee or trustee shall exercise any of its remedies under such mortgage or deed of trust, this Lease and all of Lessee's rights and obligations hereunder shall survive such foreclosure and continue in full force and effect. Lessor agrees to subordinate any lien Lessor may obtain, by statutes or otherwise, in any personal property of Lessee, to any financing obtained by Lessee from banking institutions or other commercial lenders. Lessor agrees to execute any such subordination or other instruments as such lenders shall reasonably request from time to time.

7.11 NOTICES. All notices and other Amended and communications under this lease shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by telex or telecopy on a business day addressed to the party to which such notice is directed at its address determined as provided in this Section 7.12 with customary confirmation of receipt of such telex or telecopy received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

7.11.1 If to the Lessor, to it at:

Town of Lake Park, Florida
535 Park Avenue
Lake Park Florida 33403,
Attention: Mayor, Vice-Mayor, Commissioners, Town Manager, and Town Attorney

7.11.2 If to the Lessee, to it at:

The Sheriff of Palm Beach County, Florida
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406-3001
Attn: Sheriff, Undersheriff, and Chief Legal Advisor

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other party.

LESSEE:
SHERIFF OF PALM BEACH COUNTY, FLORIDA

By: X

Name: K. Engle

Title: Under Sheriff

Signed in the presence of: 1

Print Name: JOE BRADSHAW

Print Name: WAYNE EVANS

LESSOR:
TOWN OF LAKE PARK

By: Paul Wayne Castro
Name: Paul Wayne Castro
Title: Mayor

Attest:
Bonnie L. Gorse
Town Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

By: Tripp Scott
Tripp Scott, P.A., Special Counsel

By: Joe Bradshaw
Joe Bradshaw, Chief Legal Advisor

Signed in the presence of:

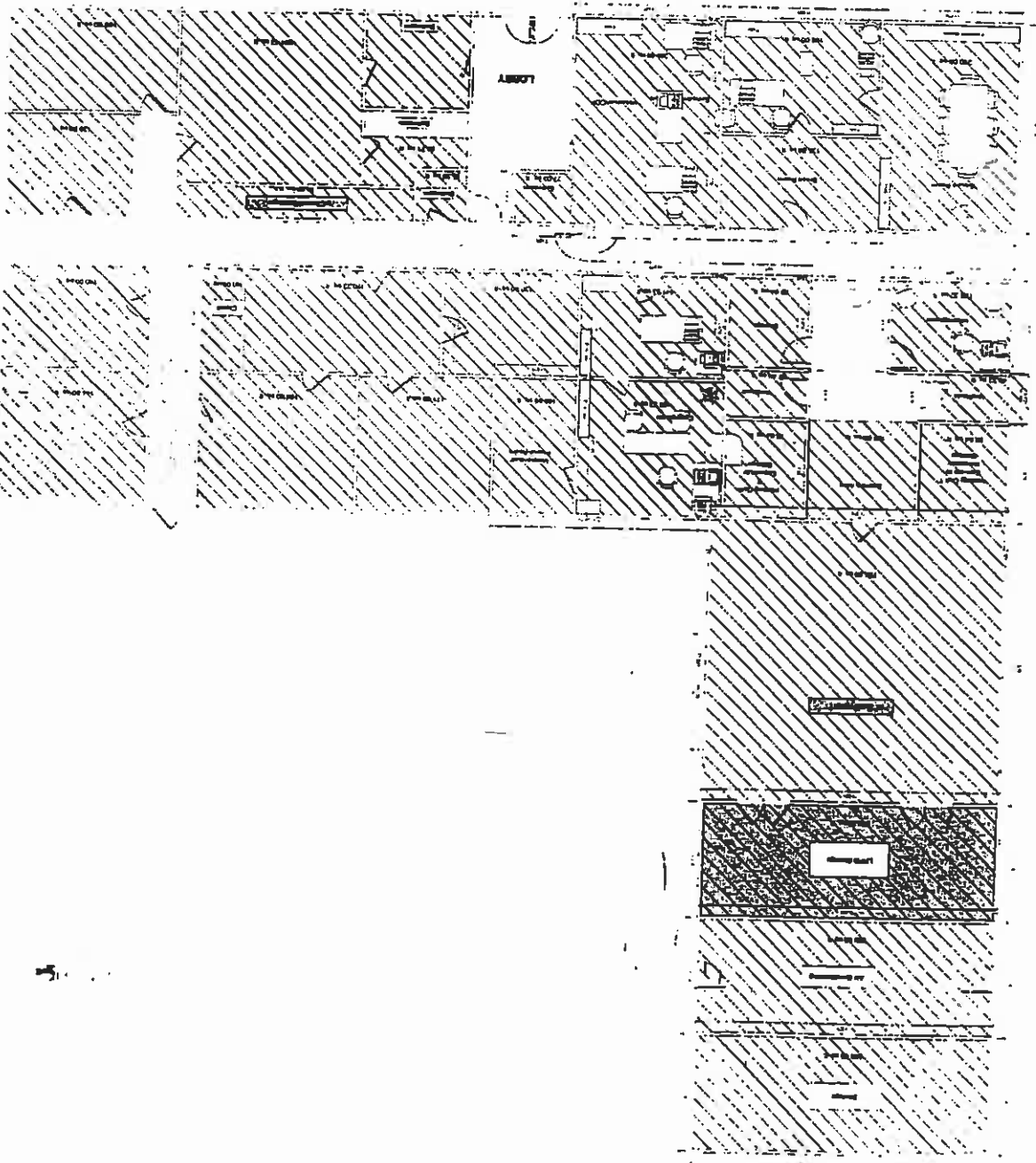
Print Name: Wayne Evans, Esq.

Print Name: Charles Williams

Attest by: Shannon R McWilliams
Title: Executive Secretary

[SEAL]

OFFICIAL NOTARY SEAL
SHANNON R MCWILLIAMS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC809976
MY COMMISSION EXP. MAR. 16, 2003





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 19, 2026

Originating Department: Public Works

Agenda Title: Resolution 64-08-26 – Community Development Block Grant (CDBG) Grant Amendment #002 (Revised) - Palm Beach County Department of Housing and Economic Development (DHED) - Kelsey Park Splash Pad Project – \$37,209 (Total Grant Funding \$438,125)

Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$37,209 - Total Grant Funding - \$438,125 **Funding Source:** N/A

Account Number: N/A **Finance Signature:** Barbara A. Gould

Advertised:

Date: N/A **Newspaper:** _____

Attachments: 1) Resolution 64-08-26 (Attachment 1)

2) Revised Amendment 002 to Capital Improvement Agreement R2025-0815 (Attachment 2)

Please initial one:

____ Yes, I have notified everyone.

X Not applicable in this case

Explanation/Background:

On May 7, 2025, the Town entered into Capital Improvement Agreement R2025-0815 with Palm Beach County Department of Housing and Economic Development (DHED) to receive \$400,916 in Community Development Block Grant (CDBG) funding for the design and construction of the Kelsey Park Splash Pad (or water fountain feature). A majority of the funding has been planned to support the construction of this project (\$25,000 was permitted to support design costs for this project).

On August 5, 2026, the Town Commission approved Resolution 58-08-26 and an Amendment(#002) to the current Agreement to provide additional CDBG sub-recipient funding (\$37,209) in FY 2027 (annual CDBG funding to the Town) to support the Town's splash pad project.

However, following the meeting DHED notified the Town that the Amendment 002 that was provided by the County did not include two (2) required provisions that are required by Palm Beach County:

- Item 42 – Availability of Funds.

County payment obligations for subsequent fiscal years are contingent upon annual appropriations and continued receipt of Federal, State, or local funding. If applicable funding is terminated or reclaimed, the Sub-recipient agrees to repay funds previously disbursed under the Agreement.

- Item 43 – Prohibition Against Using Diversity, Equity and Inclusion Material – F.S. 287.139.

The Town certifies that County funds will not be used to require employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined by Florida law.

If approved the Town would continue to retain the additional \$37,209 allocation, which would increase the Town's total CDBG funding (\$438,125) to support the construction of the Town's splash pad project.

Additionally, the revised Amendment 002 also replaces the project performance dates to include the following:

- Construction contracts must be awarded by December 31, 2026
- 50% of CDBG funds must be requested by July 31, 2027
- Construction must be completed by October 31, 2027
- Final reimbursement must be requested by November 30, 2027
- The Agreement expires December 31, 2027

Note: This agenda item is limited to approval of the revised CDBG sub-recipient grant agreement and does not independently modify the Commission direction for the Kelsey Park Splash Pad. Staff is continuing to work to reduce the scope of the project and/or identify additional funding (non-Town dollars) to support the expected project costs (see below).

Alternative	Design / Professional Services	Estimated Engineering Construction Cost	Estimated Initial Project Cost	Estimated Funding Gap
Water Play Feature – Flow-Through System	\$128,125.65	\$589,402.00	\$717,527.65	\$176,277.00
Water Play Feature – Recirculating System	\$128,125.65	\$664,402.00	\$792,527.65	\$251,277.00

The proposed revised Amendment 002 to Capital Improvement Agreement R2025-0815 was prepared by Palm Beach County and reviewed by the Public Works Director, the Project Manager - Capital Projects, the Special Events Director, the Grant Writer/Chief Public Information Officer, the Finance Director and the Town Attorney.

Recommendation:

I move to approve Resolution 64-08-26 and authorize the revised Amendment 002 to Capital Improvement Agreement R2025-0815 with Palm Beach County Department of Housing and Economic Development (DHED) to support funding for the Town's Kelsey Park Splash Pad Project, in the total amount of \$438,125; and authorize the Mayor to execute the proposed Grant Amendment.

RESOLUTION 64-08-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE REVISED AMENDMENT 002 TO CAPITAL IMPROVEMENT AGREEMENT (R2025-0815) WITH PALM BEACH COUNTY FOR THE KELSEY PARK SPLASH PAD PROJECT; ACKNOWLEDGING COUNTY-REQUIRED PROVISIONS CONCERNING AVAILABILITY OF FUNDS AND PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL; CONFIRMING ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING AND REVISED PROJECT PERFORMANCE REQUIREMENTS; SUPERSEDING THE PRIOR AUTHORIZATION TO EXECUTE AN EARLIER FORM OF AMENDMENT 002; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (Town) is a municipal corporation of the State of Florida, with the powers and authority conferred by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Palm Beach County (County) and the Town entered into Capital Improvement Agreement R2025-0815 (Agreement) on May 7, 2025, to provide \$400,916.00 in Community Development Block Grant (CDBG) funding for the design and construction of an outdoor splash pad at Kelsey Park, located at 701 Lake Shore Drive, Lake Park, Florida; and

WHEREAS, the Agreement was subsequently amended through Amendment 001 (R2025-1567) on September 8, 2025; and

WHEREAS, on August 5, 2026, the Town Commission adopted Resolution 58-08-26 authorizing Amendment 002 based upon the form of the amendment then provided to the Town by the County; and

WHEREAS, on August 6, 2026, the County notified the Town that County Legal had revised Amendment 002 and required the Town to replace the previously provided form with the revised form before execution; and

WHEREAS, the revised Amendment 002 continues to provide an additional \$37,209.00 in FY 2026-2027 CDBG funding, increasing the maximum and total CDBG funding under the Agreement from \$400,916.00 to \$438,125.00; and

WHEREAS, the revised Amendment 002 adds Item 42, Availability of Funds, providing that the County's obligations for subsequent fiscal years are contingent upon annual appropriations and continued receipt of applicable Federal, State, or local funding and requiring repayment of funds disbursed if the applicable funding sources are terminated or reclaimed; and

WHEREAS, the revised Amendment 002 adds Item 43, Prohibition Against Using Diversity, Equity and Inclusion Material - F.S. 287.139, under which the Town certifies that County funds will not be used to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined by Florida law; and

WHEREAS, the revised Amendment 002 establishes the following performance requirements: award construction contracts by December 31, 2026; request 50% of CDBG funds by July 31, 2027; complete construction by October 31, 2027; request final reimbursement by November 30, 2027; and expire the Agreement on December 31, 2027; and

WHEREAS, because the revised Amendment 002 contains contractual obligations and certifications not contained in the form previously approved, the Town Commission desires to expressly approve the revised Amendment 002 and authorize its execution in place of the previously authorized form; and

WHEREAS, the Town Manager has recommended that approval and execution of the revised Amendment 002 is in the best interest of the Town.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval and Authorization. The Town Commission hereby approves the revised Amendment 002 to Capital Improvement Agreement R2025-0815 with Palm Beach County, in substantially the form attached to this Resolution, and authorizes and directs the Mayor to execute the revised Amendment 002 on behalf of the Town.

Section 3. Superseding Prior Form. To the extent Resolution 58-08-26 authorized execution of the earlier form of Amendment 002, that authorization is superseded by this Resolution. The Mayor is authorized to execute the revised Amendment 002 approved herein rather than the earlier form.

Section 4. Project Direction. Approval of the revised Amendment 002 is limited to the grant agreement and does not independently modify prior Town Commission direction concerning the Kelsey Park Splash Pad Project except as expressly set forth in the revised Amendment 002.

Section 5. Effective Date. This Resolution shall take effect immediately upon its execution.



**PALM BEACH COUNTY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT**

INSTRUCTION TRANSMITTAL

TO: CAPITAL IMPROVEMENT SUBRECIPIENTS (MUNICIPALITIES)

RE: FY 2026-2027 CDBG Capital Improvement Agreement (Date issued: 8/6/26)

1. PRINT, SIGN AND RETURN: All documents MUST be Single-sided

- ☐ ONE (1) SINGLE-SIDED AMENDMENT DOCUMENT 8 1/2" x 11" ONLY
- ☐ THREE (3) SIGNATURE PAGES
- ☐ Sign all documents with blue ink or digital signatures with date & time

2. SEAL: INCLUDE SEAL ON ALL THREE (3) ORIGINAL SIGNATURE PAGES.

3. CERTIFICATE OF INSURANCE: SEE INSURANCE REQUIREMENTS FOR MUNICIPALITY AND CONTRACTOR. PROVIDE CERTIFICATE(S) AS NEEDED:

- ☐ **INSURANCE COVERAGES** must meet the insurance requirements, as outlined in the Agreement and/or required by PBC Risk Management.
- ☐ **SHOW CERTIFICATE HOLDER AS:** "Palm Beach County Board of County Commissioners", C/O Department of Housing & Economic Development, 100 Australian Ave, Ste 500, West Palm Beach, FL 33406

4. SIGNATORY LETTER: LETTER CERTIFYING THE INDIVIDUAL(S) AUTHORIZED TO SIGN AGREEMENTS ON BEHALF OF YOUR ORGANIZATION, PROVIDED ON LETTERHEAD AND SIGNED BY AN OFFICER OF THE CORPORATION.

- ☐ **SOURCE OF AUTHORITY:** THE SOURCE OF THE AUTHORITY MUST ALSO BE PROVIDED SINGLE-SIDED: (E.G., BOARD RESOLUTION, MEETING MINUTES, BY LAW, ETC.)

5. RETURN BY 9/14/2026 TO: (DONOT STAPLE DOCUMENTS)

ATTN: TESSA WATTLEY

DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

100 AUSTRALIAN AVENUE, 5TH FLOOR

WEST PALM BEACH, FL 33406

TEL: 561-233-3610/ E: TWattley@pbc.gov

**AMENDMENT 002 TO THE AGREEMENT
WITH
TOWN OF LAKE PARK**

THIS IS AN AMENDMENT 002, with an effective date of _____, by and between **Palm Beach County** and the **Town of Lake Park**.

W I T N E S S E T H:

WHEREAS, Palm Beach County (County) entered into a Capital Improvement Agreement R2025-0815 (Agreement) with the Town of Lake Park ("Subrecipient"), on May 7, 2025, and as amended through Amendment 001 (R2025-1567) on September 8, 2025 to provide \$400,916 of Community Development Block Grant (CDBG) funds under FY2024-2025 for design and construction of an outdoor Splash Pad at Kelsey Park, located at 701 Lake Shore Drive, in the Town of Lake Park ("Project"); and

WHEREAS, the Subrecipient has requested to add the FY2026-2027 allocation in CDBG funds towards completion of the project and to also extend the performance timelines to allow additional time to complete the Project Scope of Work; which may be performed through multiple contracts for purpose of cost savings, and;

WHEREAS both the County and Subrecipient have agreed to amend the Agreement to provide FY2026-2027 CDBG allocation in the amount of **\$37,209**, as additional funding to the Agreement, which will be available as of October 1, 2026. The County has also added new language to the Agreement and extended the performance requirements for additional time, to allow Subrecipient to complete the Project deliverables and County to meet HUD expenditure requirements; and

WHEREAS, both parties desire to amend the Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. ITEM 5. FUNDING DISBURSEMENT TO SUBRECIPIENT

In no event shall the total funding or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$438,125**, which is a combined allocation of \$400,916 under FY2024-2025 and \$37,209 under FY2026-2027, as outlined in the revised Project Budget (Schedule "III")

AMENDMENT 002 TO AGREEMENT (R2025-0815) - LAKE PARK SPLASH PAD AT KELSEY PARK

C. ITEM 42. HAS BEEN ADDED:**42. AVAILABILITY OF FUNDS**

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from Federal, State, or local sources for the purposes provided herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from County's annual budget and appropriations. In the event the funding sources received by the County for the purposes provided herein are terminated or reclaimed, the Subrecipient acknowledges and agrees to repay any funds that have been disbursed to the Subrecipient as part of this Agreement.

D. ITEM 43. HAS BEEN ADDED:**43. PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL – F.S. 287.139**

Subrecipient hereby certifies to the County that Subrecipient does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended.

E. EXHIBIT "A": SCOPE OF WORK - SECTION E. FUNDS REIMBURSEMENT TO SUBRECIPIENT:

The following language is revised to indicate the Grant funds of \$400,916 under FY2024-2025 and additional \$37,209 under FY2026-2027, for a total of \$438,125 (Grant Funds).

"The County agrees to disburse a total of **\$438,125**, in Grant Funds on a reimbursement basis to the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines."

F. EXHIBIT "A": SCOPE OF WORK - SECTION S. (1) COUNTY RESPONSIBILITIES:

"Provided funding for the above specified improvements as described in the Project Scope during the term of this Agreement, in the amount of **\$438,125**."

AMENDMENT 002 TO AGREEMENT (R2025-0815) - LAKE PARK SPLASH PAD AT KELSEY PARK

G. EXHIBIT "A": SCOPE OF WORK - SECTION F. PERFORMANCE REQUIREMENTS

The Performance dates for the activities as outlined in Amendment 001 and the Expiration Date of the Agreement are deleted in their entirety and replaced as follows:

- (1) Award Construction Contracts by: **12/31/2026**
- (2) Request 50% of CDBG funds from County by: **7/31/2027**
- (3) Complete Construction by: **10/31/2027**
- (4) Request 100% of CDBG funds ("Final Reimbursement") by: **11/30/2027**
- (5) CDBG Capital Improvement Agreement Expiration Date: **12/31/2027**

H. EXHIBIT "A": SCOPE OF WORK – SCHEDULE "III" PROJECT BUDGET

The Agreement Project Budget is deleted in its entirety and replaced as outlined herein, under SCHEDULE "III".

Except as revised by Amendment 001 and this Amendment 002, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

AMENDMENT 002 TO AGREEMENT (R2025-0815) - LAKE PARK SPLASH PAD AT KELSEY PARK

SCHEDULE "III"**PROJECT BUDGET** (Revised)

ORGANIZATION: Town of Lake Park PROGRAM: CAPITAL IMPROVEMENTS - Outdoor Splash Pad at Kelsey Park FY 2024-2025 & 2026-2027 PALM BEACH COUNTY CDBG					CONTACT NAME: John Wille TITLE: Capital Projects Manager PHONE: 561-881-3349		
A. CAPITAL IMPROVEMENTS							
		PBC CDBG FY24-25 Funding	PBC CDBG FY26-27 Funding	% Alloc to Program	Town Funding	% Alloc to Program	TOTAL
Project Deliverables							
Planning, Design & Engineering		\$25,000	\$0	20%	\$98,126	80%	\$123,126
General Conditions:							
Mobilization / Demobilization / MOT		\$25,916	\$0	100%	\$0	0%	\$25,916
Insurance		\$15,000	\$0	100%	\$0	0%	\$15,000
Bonds		\$0	\$0	0%	\$10,000	100%	\$10,000
Construction Permits		\$0	\$0	0%	\$10,000	100%	\$10,000
Project Contingency		\$0	\$0	0%	\$45,000	100%	\$45,000
Site Development & Civil Utilities:							
Clearing / Earthwork / Pad Construction		\$25,000	\$0	100%	\$0	0%	\$25,000
Water Supply		\$25,000	\$0	100%	\$0	0%	\$25,000
Drainage (HDPE)		\$20,000	\$0	100%	\$0	0%	\$20,000
Electrical & Lighting		\$20,000	\$0	100%	\$0	0%	\$20,000
Site Sidewalks		\$20,000	\$0	100%	\$0	0%	\$20,000
Amenities - Benches/Trash Cans/Signage/Umbrellas		\$0	\$0	0%	\$20,000	100%	\$20,000
Fencing		\$0	\$0	0%	\$25,000	100%	\$25,000
Construction:							
Splash Pad, Equip & Components - Flow-Through		\$200,000	\$37,209	100%	\$0	0%	\$237,209
Concrete Sidewalks		\$25,000	\$0	100%	\$0	0%	\$25,000
Landscape & Irrigation		\$0	\$0	0%	\$45,000	100%	\$45,000
Sub-Total		\$400,916	\$37,209		\$253,126		\$691,251
TOTAL PROJECT BUDGET		\$400,916	\$37,209		\$253,126		\$691,251

AMENDMENT 002 TO AGREEMENT (R2025-0815) - LAKE PARK SPLASH PAD AT KELSEY PARK

IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand this _____ day of _____, 20__ and caused this Amendment 002 to Agreement (R2025-0815) to be executed.

(SUBRECIPIENT SEAL BELOW)

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Roger D. Michaud, Mayor

By: _____
Attorney for Subrecipient
(Signature Optional)

AMENDMENT 002 TO AGREEMENT (R2025-0815) - LAKE PARK SPLASH PAD AT KELSEY PARK

IN WITNESS WHEREOF, Jonathan B. Brown, Deputy County Administrator, of the department of Housing and Economic Development has hereunto set his hand this ____ day of _____, 20____ and caused this Amendment 002 to Agreement (R2025-0815) to be executed on behalf of the Board of County Commissioners of Palm Beach County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown,
Deputy County Commissioner

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

By: _____
Timothy J. Carey,
Assistant County Attorney

By: _____
Carlos R. Serrano,
Deputy Director

From: [Merrell Angstreich](#)
To: [Vivian Mendez](#)
Cc: [Richard Reade](#)
Subject: FW: NOTICE TO PB COUNTY SUBRECIPIENTS - AGREEMENT LANGUAGE UPDATE REQUIRED
Date: Wednesday, August 12, 2026 5:01:52 PM
Attachments: [image002.png](#)
[image003.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
Importance: High

Vivian,

As requested.

Best Regards,

Merrell Angstreich, M.A.
 Grant Writer/Chief Public Information Officer
 Town of Lake Park, Communications and Grants Department
 535 Park Avenue
 Lake Park, FL 33403
 561-882-1819
mangstreich@lakeparkflorida.gov



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

From: Tessa Wattley <TWattley@pbc.gov>
Sent: Monday, August 3, 2026 1:19 PM
Cc: Axel Miranda <AMiranda2@pbc.gov>; Carlos Serrano <CSerrano@pbc.gov>; Meri Weymer <MWeymer@pbc.gov>; Jeffrey Bolton <JSBolton@pbc.gov>; Alessandra Tasca <ATasca@pbc.gov>; Fanny Amini <FAmini@pbc.gov>; Shenelle Archibald <SArchibald@pbc.gov>; Patty Hindle <PHindle@pbc.gov>; Lorymil Melendez <LMelendez@pbc.gov>; Tessa Wattley <TWattley@pbc.gov>
Subject: NOTICE TO PB COUNTY SUBRECIPIENTS - AGREEMENT LANGUAGE UPDATE REQUIRED
Importance: High

ATTENTION: Subrecipients of Agreements with Palm Beach County.

Please be advised that new language in **RED** titled “**AVAILABILITY OF FUNDS**”, was issued on July 30, 2026 by Palm Beach County, to be incorporated into all Agreements with Subrecipients. This change may also affect the formatting of a few pages and will be reprinted if your Agreements have already been submitted to HED for FY2026-2027.

ARTICLE 9 – AVAILABILITY OF FUNDS

“The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. **In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from Federal, State, or local sources for the purposes provided herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from County’s annual budget and appropriations. In the event the funding sources received by the County for the purposes provided herein are terminated or reclaimed, the Subrecipient acknowledges and agrees to repay any funds that have been disbursed to the Subrecipient as part of this Agreement.”**

Please don’t hesitate to contact us with any comments or questions.

Sincerely,

Tessa Wattley
Housing Program Coordinator
Department of Housing & Economic Development
100 Australian Avenue, 5th Floor
West Palm Beach, FL 33406
(561) 233-3610 E: TWattley@pbc.gov



DHED Mission Statement...

“Changing lives and transforming neighborhoods into balanced communities”



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 19, 2026

Originating Department: Community Development Department

Agenda Title: Ordinance 08-2026 - Amendment - Town of Lake Park Code of Ordinances - Chapter 9 - Article II - Code Enforcement - Section 9-37(c) - Special Magistrates and Section 9-39(e) - Conduct of Hearing

Agenda Category (i.e., Consent, New Business, etc.): Ordinance on 1st Reading

Approved by Town Manager: _____ **Date:** _____

Cost of Item: Legal Review **Funding Source:** Legal

Account Number: #108 **Finance Signature:** Barbara Gould

Advertised:

Date: NA **Newspaper:** --

Attachments: Ordinance 08-2026

Please initial one:

_____Yes I have notified everyone

ND Not applicable in this case

Summary Explanation/Background:

At the request of the Town Attorney, the Town Commission is requested to consider a proposed Ordinance to eliminate the Town's ability to charge and assess interest on code compliance orders/liens.

As a result of the class action suit brought against Palm Beach County in 2019, the class action representative prevailed in their challenge to the County's assessment of interest on code violation orders. Thus, the Commission is recommended to amend the Town Code and stop charging interest related to code enforcement orders/liens.

The proposed Ordinance was prepared by the Community Development Director pursuant to the Town Attorney's request, and sent to the Town Attorney and reviewed by the Town Clerk, the Town Planner, the Executive Assistant to the Community Development Director, and the Finance Director.

The proposed Ordinance is being presented on 1st reading and, if approved, will be presented to the Town Commission on 2nd and Final Reading during their Regular Meeting on September 2, 2026.

Note: The proposed Ordinance will be properly advertised ahead of 2nd reading in accordance with state law.

Recommended Motion:

I move to approve Ordinance 08-2026 on 1st reading to amend the Town of Lake Park Code of Ordinances - Chapter 9 - Article II - Code Enforcement - Section 9-37(c) - Special Magistrates and Section 9-39(e) - Conduct of Hearing.

ORDINANCE NO. 08-2026

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 9, ARTICLE II, SECTIONS 9-37(c) AND 9-39(e) OF THE TOWN CODE, ENTITLED “COLLECTION OF COSTS” AND “FILING OF LIEN”, PERTAINING TO HEARINGS AND FINES; 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; and

WHEREAS, the Town Commission has adopted general provisions pertaining to the Town’s Code Enforcement procedures which have been codified in Chapter 9 of the Town’s Code of Ordinances; and

WHEREAS, the Town Staff has recommended to the Town Commission that Chapter 9, Article II, Sections 9-37(c) and 9-39(e) of the Code of Ordinances be amended to eliminate the ability to charge and collect interest on code liens pursuant to the Town Attorney’s recommendation based on class action suit filed against Palm Beach County which began in 2019 and resulted with the class action representative prevailing on their challenge to the County’s assessment of interest on code violation orders; and

WHEREAS, the Town Commission has reviewed the recommendations of the Town Attorney, and has determined that amending Sections 9-37(c) and 9-39(e) of Article II, Chapter 9 of the Town’s Code of Ordinances is necessary.

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

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

Section 2. Chapter 9, Article II, Sections 9-37 and 9-39 of the Town Code is hereby amended to read as follows:

Sec. 9-37. Conduct of hearing.

- (c) *Collection of costs.* If the town commission prevails in prosecuting a case before the compliance board, or Special Magistrate, it shall be entitled to recover all costs incurred in prosecuting the case before the board, including attorney's fees. If the property owner is found in violation under subsection (e) of this section and costs are assessed, but a fine is not imposed pursuant to section 9-39, a code compliance lien may be recorded against the property for the amount of the costs. Such lien shall be superior to all other liens, ~~and shall bear interest per annum in accordance with F.S. § 53.01(1), as determined by the Palm Beach County Chief Financial Officer. The interest to be charged shall be calculated from the date the order is entered by the board.~~

Sec. 9-39. Fines, cost of repair and liens.

- (e) *Filing of lien; foreclosure.* A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Such lien shall be superior to all other liens, ~~and shall bear interest at the rate of ten percent per annum from the date the order is entered by the board.~~ Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this article, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the town commission and the town commission, through the Town Mayor, may execute a satisfaction or release of lien entered pursuant to this section. After three months from the filing of any such lien which remains unpaid, the compliance board, or special magistrate, may authorize the town attorney to foreclose on the lien. No lien created pursuant to the provisions of this section may be foreclosed on real property which is a homestead under Section 4, Article X of the State Constitution (Fla. Const. art. X, § 4).

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 re-lettered 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.

Sec. 9-37. Conduct of hearing.

- (c) *Collection of costs.* If the town commission prevails in prosecuting a case before the compliance board, or Special Magistrate, it shall be entitled to recover all costs incurred in prosecuting the case before the board, including attorney's fees. If the property owner is found in violation under subsection (e) of this section and costs are assessed, but a fine is not imposed pursuant to section 9-39, a code compliance lien may be recorded against the property for the amount of the costs. Such lien shall be superior to all other liens, and shall bear interest per annum in accordance with F.S. § 53.01(1), as determined by the Palm Beach County Chief Financial Officer. The interest to be charged shall be calculated from the date the order is entered by the board.

Sec. 9-39. Fines, cost of repair and liens.

- (e) *Filing of lien; foreclosure.* A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Such lien shall be superior to all other liens, and shall bear interest at the rate of ten percent per annum from the date the order is entered by the board. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this article, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the town commission and the town commission, through the Town Mayor, may execute a satisfaction or release of lien entered pursuant to this section. After three months from the filing of any such lien which remains unpaid, the compliance board, or special magistrate, may authorize the town attorney to foreclose on the lien. No lien created pursuant to the provisions of this section may be foreclosed on real property which is a homestead under Section 4, Article X of the State Constitution (Fla. Const. art. X, § 4).



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 19, 2026
Originating Department: Lake Park Public Library
Agenda Title: Resolution 65-08-26 - Collaborative Agreement - BRIDGES of Lake Park
Agenda Category (i.e., Consent, New Business, etc.): New Business

Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised: _____
Date: _____ **Newspaper:** _____

Attachments: Resolution 65-08-26
Exhibit "A" – CHS/BRIDGES Collaborative Agreement

Please initial one:

_____ Yes I have notified everyone
 JKC _____ Not applicable in this case

Summary Explanation/Background:

The Lake Park Library has identified a need to continue our partnership with BRIDGES of Lake Park and to continue our fifteen (15) year relationship in raising awareness of BRIDGES and Town events, assist with engaging Lake Park families in activities that support and strengthen literacy, collaborate with the Town on community events and activities when appropriate and annually to assess outcomes and/or adjust roles and responsibilities.

Additionally, BRIDGES of Lake Park, sponsored by The Children's Home Society (CHS), has provided support for Town events and provided a number of programs at the Lake Park Public Library for both children and families, as well as co-sponsoring with the Lake Park Public Library on a number of story times and other literacy activities for children and families.

On a yearly basis, BRIDGES:

- Donates book bags to the Town's Back 2 School Extravaganza and serves at the event as a vendor and the sign-up tent
- Appears at the Town's Eggstravaganza as a vendor and as serves at the sign-up tent
- Actively involved in cooperating with the Town's for Read For The Record event
- Actively encourages their members to sign-up for library cards and holds programs at the Library to sign up members for library cards
- Participates with the Library in the Partnership Committee for Lake Park Non-Profits
- Appears at all of the Library sponsored events within the Town
- Involved in at least one or more programs a month at the Library:
 - Co-sponsors the Love Your Library event in February.
 - Co-sponsors the Lapsit (Story Time for 0 – 24 month olds) the third Thursday of every month
 - Co-sponsors a children's craft and an adult program the third Wednesday of every month

The proposed Collaborative Agreement was prepared by BRIDGES of Lake Park and reviewed by the Library Director, the Assistant Library Director, the Special Events Director and the Town Attorney.

BRIDGES of Lake Park is an incredible partner with the Town of Lake Park and our community and the proposed Collaborative Agreement would continuing our partnership to enable BRIDGES to continue to do incredible work and support the growth and needs of our citizens.

Recommended Motion:

I move to adopt Resolution 65-08-26 and approve the Collaborative Agreement with BRIDGES of Lake Park; and authorize the Mayor to execute the Agreement.

RESOLUTION 65-08-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COLLABORATIVE AGREEMENT BETWEEN THE CHILDREN’S HOME SOCIETY OF FLORIDA AND THE TOWN OF LAKE PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town operates a public library and has provided The Children’s Home Society of Florida through BRIDGES of Lake Park with a venue for many of its programs; and

WHEREAS, the Town has agreed to enter into an agreement of cooperation with the Children’s Home Society through BRIDGES of Lake Park that provides for the Town Library to be a venue for some programs and joint programs. A copy of the Collaborative Agreement between the Town of Lake Park and The Children’s Home Society is attached hereto as Exhibit “A”.

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

- Section 1. The foregoing recitals are adopted as true and correct and are incorporated herein.

- Section 2. The Commission of the Town of Lake Park hereby authorizes the Mayor to execute the Agreement on behalf of the Town, a copy of which is attached hereto as **Exhibit “A”**.

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



BRIDGES COLLABORATIVE AGREEMENT

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

1. Purpose / Intent of Agreement:

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

2. Mutually reinforcing activities and role(s) and responsibilities:

The following are the respective mutually agreed upon reinforcing activities and role(s) and responsibilities each partner is committed to through this Agreement:

BRIDGES at Lake Park will:

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

TLPL will:

- Collaborate with BLP to identify and meet the needs of families by obtaining written consent and supporting families in completing and submitting service request forms to BRIDGES for services and/or navigation to local resources.
- Provide a space at the Library for BLP to distribute information about its program and activities as well as facilitate the monthly family literacy activity.
- Assign a contact/representative from TLPL to ensure the lines of communication are open to address challenges and/or ideas to improve partnerships.
- Meet at signing and annually thereafter to assess adjust roles and responsibilities as needed.

3. Terms and conditions

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

7.20.2026

4. Signatures. http://newmedia.umaine.edu/stillwater/partnership/partnership_template.html

BRIDGES Director

Name: _____ Latoya Flowers _____

Email: _____ Latoya.Flowers@chsfl.org _____

Phone: _____ 561-868-4600 Ext. 70003 _____

Partner Representative

Name: _____ Roger Michaud _____

Email: _____ rmichaud@lakeparkflorida.gov _____

Phone: _____ 561-881-3300 _____

CONTACTS: (If other BRIDGES sites are included)

BRIDGES at _____:

Name: _____

Email: _____

Phone: _____

BRIDGES at _____:

Name: _____

Email: _____

Phone: _____

BRIDGES at _____:

Name: _____

Email: _____

Phone: _____

BRIDGES at _____:

Name: _____

Email: _____

Phone: _____

Partnering Agency: _____:

Name: _____

Email: _____

Phone: _____

Partnering Agency: _____:

Name: _____

Email: _____

Phone: _____



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 19, 2026
Originating Department: Town Clerk
Resolution 66-08-25 - Town of Lake Park Master Fee Schedule
Agenda Title: (Update)
Agenda Category (i.e., Consent, New Business, etc.): **New Business**
Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: _____ **Newspaper:** _____

Attachments: Resolution 66-08-26; Exhibit "A";

Please initial one:

_____ Yes I have notified everyone
 VM _____ Not applicable in this case

Summary Explanation/Background:

Each year Town staff re-evaluates the fee structure for Town services. In advance of the commencement of the FY 2027 Budget beginning on October 1, 2026, staff are proposing various changes/updates to the Master Fee Schedule (see attached redlined, proposed fee changes).

If approved, the Master Fee Schedule would take effect beginning October 1, 2026.

Note: All requests have been provided by the Town's Department's to ensure the continued provision of the highest levels of services within the Town of Lake Park.

Recommended Motion:

I move to approve Resolution 66-08-26 and revisions to the Town of Lake Park's Master Fee Schedule beginning on October 1, 2026 (FY 2027).

RESOLUTION 66-08-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING RESOLUTION 41-07-21 WHICH ESTABLISHED THE TOWN OF LAKE PARK MASTER FEE SCHEDULE AND RESOLUTION 49-08-22; RESOLUTION 51-08-23; RESOLUTION 54-08-24 AND RESOLUTION 60-09-25 WHICH AMENDED THE MASTER FEE SCHEDULE; PROVIDING FOR AN INCREASE AND MODIFICATION OF THE FEES; 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 Code authorizes the Town Commission to establish and amend a schedule of fees to be charged by the Town for services provided by the Town; and

WHEREAS, the Town Commission has previously adopted Resolution 41-07-21 which established a master fee schedule for services provided by the Town and Resolution 49-08-22, Resolution 51-08-23, Resolution 54-08-24, and Resolution 60-09-25 which amended the master fee schedule; and

WHEREAS, this resolution is being adopted to update Resolution 60-09-25 by including and modifying fees; and

WHEREAS, the updated Master Fee Schedule reflects the recommended fee increase.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Town Commission hereby adopts an amended Master Fee Schedule revising fees as set forth in **Exhibit “A”** which is attached hereto and incorporated herein.

Section 3. All resolutions or parts of resolutions which have established fee schedules are hereby repealed.

Section 4. This resolution shall take effect October 1, 2026.

Exhibit “A” Master Fee Schedule



Community Development

Building Permit Fees		
The Permit Fee Schedule shall be based on total valuation as follows:		
No.	TYPE OF FEE	FEE
	Base Fee for all Zoning Reviews and for Telecommunication permit applications.	\$100 (State surcharge does not apply)
	Minimum Permit Fee up to \$2,499.00 in value	\$150.00
	\$2,500.00 and up.	\$150.00 plus 2.% of permit value
If a building permit requires Engineering review, this will be assessed at an additional fee per the Town's Engineering contract, with a minimum one (1)-hour charge.		
	Inspection Fee	\$1030.00
All permit applications will include required inspections in the permit fee. If additional non-permit related inspections; zoning certificate inspections; structural code compliance inspections; fire damage inspections; courtesy inspections; and all other inspections not otherwise listed are required, a \$1030 inspection fee PER inspection will be assessed		
	Re-inspection Fee	\$1030.00
	Low-Voltage alarm system permit or low-voltage electric fence	As defined by Florida State Statue
Additional Permit-Related Fees		
	Permit Revision Administrative Fee utilizing the same Permit number	\$75.00
	Sub-Permit Administrative Fee	\$75.00
	Administrative Fee for Permit Renewal/Reissuance	\$75.00
ADDITIONAL PLAN REVIEW & RELATED SERVICES FEE for non-permit related Building Official; Plans Examiner; Building Inspector; and Related Services Per hour fee based on Town Contract, minimum half-hour charge. Holiday/Weekend Inspections (minimum three (3)-hour charge) Per hour fee based on Town Contract <u>and actual costs.</u> <u>Retaining Private Providers for plan reviews and building code services: -A permit applicant is entitled to retain a private provider. <u>Registration by the private provider, and review by the Building Official is required. A letter request must be provided to the Town's building official at permit application and shall be subject to building official approval.</u> All records must be retained by the permit applicant and made available to the Town's staff, building official or inspectors when requested. A permit applicant who retains private providers for plan reviews <u>or inspections and other building code services</u>, are required to pay <u>8075%</u> of the permit fee (instead of the entire fee). <u>A permit applicant who retains private providers for plan reviews and inspections, are required to pay 50% of the permit fee (instead of the entire fee).</u></u>		

Information Technology Fee for all department applications that are processed electronically: Fee collected to off-set a portion of the costs associated with configuration and upkeep of computer hardware and software programs, repair, replacement, upgrades, and other information technology improvements: 3% of permit fee, and 3% of application fee for all other electronic applications, minimum of \$10 for all applications.

PERMIT PENALTIES

Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town's Building Official, or has not obtained the required building or sign permit shall be subject to the assessment of a penalty of two times (2Xs) the required permit fees listed herein, in addition to the regular permit fees.

	CONTRACTOR REGISTRATION FEES:	\$2.00
	With Palm Beach County registration with a "W" designation	
	All Other Contractors	\$10.00
	SIGN PERMIT FEES:	
	All signage, except as otherwise listed	\$200.00
	Window/Door Signage and Temporary Signage, including real estate signage (per store window)	\$50.00
DEVELOPMENT REVIEW FEE SCHEDULE		
1	Abandonment of rights of way	\$1,800.00
2	Abandonment of easements	\$1,500.00
3	Appeal of Administrative Decisions	\$1,000.00
4	Comprehensive Plan text amendment	\$2,500.00
5	Comprehensive future land use map change, small and large	\$3,000.00
6	Development of Regional Impact	\$5,000.00
	a. Annual report review	\$500.00
7	Development Approval extension	\$1,500.00
8	Development Pre-Application Meeting	\$200.00
9	Developer Agreements	\$1,500.00
10	Planned Unit Development	
	a. Master Plan approval	\$2,850.00
	b. Modification of an approved Master Plan	\$2,300.00
	c. Per waiver request	\$250.00

11	Site plan, nonresidential or residential multi-family 6 units or greater	
	a. 0-14,999 square feet (structure size)	\$2,000.00
	b. Greater than 14,999 square feet (structure size)	\$4,000.00
	c. Per waiver request (if applicable)	\$250.00
12	Site Plan residential within Mixed-Use projects (in addition to nonresidential fees)	
	a. Base fee	\$1,500.00
	b. Additional fee, after the initial 10 units	\$ 10.00 per unit
13	Special Exception or Conditional Use, nonresidential and residential (one use per application)	
	a. 0-14,999 square feet (structure size)	\$1,600.00
	b. Greater than 14,999 square feet (structure size)	\$3,000.00
14	Variance or Waiver, nonresidential	\$1,250.00
15	Variance or Waiver, residential principal structure	\$750.00
16	Zoning code text amendment	\$2,500.00
17	Zoning map amendment	\$2,500.00
18	Zoning determination letter	\$175.00
19	Zoning Confirmation Certificate	\$125.00
20	Zoning Inspection (inspection of premises – per housing unit, or flat fee for commercial). Maximum \$500 for multiple housing units.	\$50.00
21	Home Occupation Zoning Confirmation Certificate	\$125.00
22	Special Event Permit (non-profit or individual not affiliated with for-profit entity)	\$50.00
23	Special Event Permit (commercial/for-profit entity)	\$100.00
24	Minor Replat/Plat	\$1,250.00
25	Telecommunications Tower Pre-application permit	\$100
26	Telecommunications Tower/Co-Location Application	\$100
27	Certificate of Appropriateness; Designation/De-designation; or Ad Valorem Tax Exemption for historic property (Historic Preservation)	\$200.00
28	Site Plan or Development Approval Amendment	\$500.00
29	Fine Reduction or Waiver Request Application – Code Compliance	\$100.00
30	Time Extension Application – Code Compliance	\$100.00
31	Out of Town/Mobile Vendor Zoning Review	\$50.00
32	Voluntary Annexation	\$1,250
33	Annual Bank Registration Fee	\$150.00
34	Unity of Title	\$500.00

35	Alcohol License Review	\$100
36	Address Assignment/Revision Fee	\$100

Recovery of additional costs. In addition to the afore-stated fees, the Town may, in addition to the applicable application fee, recover the costs referenced below, including, but not limited to, the following:

- 1) Consultant fees incurred by the Town, whenever the Town deems it necessary to retain an outside consultant, or additional services, to assist Town staff in the review and processing of applications for approval, such as the review and analysis of property appraisals, traffic impact analysis, vegetation and environmental assessments, archeological or historic assessments, market studies, engineering studies or reports, telecommunications facility siting, and any other documents, studies, data, reports and other materials.
- 2) Attorney's fees incurred by the Town Attorney or other legal counsel retained by the Town in connection with the review and processing of an application listed herein, and the preparation and/or review of legal documents.
- 3) Costs incurred by the Town in connection with advertising, publication, and mailing of legal notices for public hearings, workshops, or other public meetings; recording fees for the cost of recording instruments in the public records of Palm Beach County.
- 4) In the event that at the time an application is received by the Town, additional costs are reasonably anticipated by the Town to be incurred by the Town, the Town may require the applicant as a condition precedent to processing the application, to deposit an amount estimated by the Town's Community Development Director, to be a sufficient cost deposit. Any monies provided to the Town as a cost deposit, shall be placed into an escrow account created by the Town. After the application is closed out, the Town shall refund any unused cost deposit funds to the applicant.
- 5) The minimum cost deposit shall be \$1,500 or a greater amount if deemed necessary by the Town's Community Development Director to cover all anticipated expenses, whichever is greater.

Code Section	FINE FEES Violation Description An administrative cost of \$10 will be added to all parking-related fines listed on this schedule to recover enforcement tracking software costs charged by the Clerk of the Court.	Fine
10-31 and 10-32	Nuisance	\$100.00
10-153 and 10-154	Noise disturbance 1 st Offense	\$250.00
	2 nd Offense (minimum of 30 minutes following the 1 st offense and within the same 24-hour period)	\$350.00
	3 rd Offense and every subsequent offense occurring a minimum of 30 minutes after the 3 rd offense and within the same 24-hour period after the 1 st Offense)	\$450.00
16-3	Unlawful trespass on public land	\$125.00
18-621 11-14	Domestic animals prohibited in park Dogs-Animals running at large prohibited - leash required	\$50.00
18-85	Violation of permit terms for use of park	\$50.00
18-81	No permit for special event	\$250.00
20-32	No permit for garage sale	\$50.00
24-34	Illegal roll-off (residential)	\$250.00

24-74	Illegal roll-off (commercial)	\$250.00
24-8	Illegal dumping / littering	\$250.00
24-39	Overloaded sanitation container (Residential)	\$50.00
24-78	Overloaded sanitation container (Commercial)	\$50.00
30-2	Prohibited parking	\$100.00
31-9	Blocking Parking Aisles in the Marina	\$100.00
30 -33	Commercial loading and unloading	\$250.00
30 -35	Parking commercial vehicle in residential area	\$125.00
32 -57	Illegal watering 1 st offense	\$50.00
32 -57	Illegal watering 2 nd offense	\$250.00
32-57	Illegal watering 3 rd or more offense	\$500.00
34-6	Hatracking; tree topping	\$250.00
70-32	Sign code violation (Town-wide)	\$125.00
2-320	No out of Town Business Registration	\$50.00
70-103(1)(c)	Garage/Yard Sale Signage Violation	\$50.00
76-95	Failure to pay Marina Overnight Parking Fee, or Marina Launching Ramp Fee	\$100.00 per violation

Finance

Dishonored Checks	\$25.00 Face Value up to \$50.00
<u>(Paper & Electronic)</u>	\$30.00 Face Value \$50.01 - \$300.00
	\$40.00 Face Value \$300.01 - \$800.00
	Or
	5% of Face Value if over \$800.00
Service Fee structure in accordance with Florida State Statutes 166.251 and 832.05	
<u>Duplicate Business Tax License Issuance (Sec. 28-39)</u>	<u>\$25.00 per license</u>

Harbor Marina

Slip Leases		Fee
DOCKAGE (calculated at Vessel Length Overall ; Greater of Vessel Length or Slip Length)		
Annual (12 month minimum – Rate/Month)	-Per Foot/ <u>per month</u>	\$30.00/ft
E-Dock Special (Less than 30')	Per Month	\$/ft 660
<u>30' Slip</u>		<u>\$30.00 per ft</u>
35' Floating Dock	<u>Per Foot</u>	<u>\$38.00 per ft</u>
36' - 44'	<u>\$33.75 per ft</u>	<u>\$36.50 per ft</u>
45' - 49'	<u>\$34.50 per ft</u>	<u>\$38.00 per ft</u>
50' - 59'	<u>\$36.00 per ft</u>	<u>\$39.50 per ft</u>
60' +	<u>\$37.50 per ft</u>	<u>\$/ft \$34.50 <u>\$43.00</u> per ft</u>
Charter Annual		<u>\$/f \$40.00 <u>\$44.50</u> per ft</u>

REMOVE	
Seasonal (Rate/Month) Rates billed at slip size or vessel size –whichever is greater.	
Summer Monthly – May 1 <u>June 1st</u> -to October 31	
<u>30' Slip</u>	<u>\$32.50 per ft</u>
<u>35' Floating Dock</u>	<u>\$42.00 per ft</u>
<u>36' - 44'</u>	<u>\$39.50 per ft</u>
<u>45' - 49'</u>	<u>\$40.50 per ft</u>
<u>50' - 59'</u>	<u>\$33.00/ft \$42.50</u>
<u>60' +</u>	<u>\$43.75 <u>46.75</u> per ft</u>
Winter Monthly – November 1 to April 30 <u>May 31st</u> .	
<u>30' Slip & down</u>	<u>\$40.50/ft</u>
<u>35' Floating Dock</u>	<u>\$37.50 per ft</u>
<u>36' - 44'</u>	<u>\$49.00 per ft</u>
<u>45' - 49'</u>	<u>\$45.00 per ft</u>
<u>50' - 59'</u>	<u>\$47.00 per ft</u>
<u>60' +</u>	<u>\$48.75 per ft</u>
	<u>\$51.75 per ft</u>
Transient (Rate/Day)	
Summer – May 1 to October 31	\$3.50/ft <u>\$3.75/ft</u>
Winter – November 1 to April 30	\$4.00/ft. <u>\$4.50/ft</u>
Utilities – Lease (water/garbage/electric) mandatory fee	
110/30amp (Extra Cord Add \$40)	\$115.00 <u>\$120/mo.</u>
220/50amp (Extra Cord Add \$80)	\$160.50/mo. <u>\$170.00/mo.</u>
Utilities – Transient (water/garbage/electric) mandatory fee	
110/30amp (per day per cord)	\$10.00/day <u>\$12</u>
220/50amp (per day per cord)	\$15.00/day <u>\$20.00</u>
Boat Ramp Fees:	
Daily Boat Launch	\$10.00 <u>\$15.00</u>
Overnight <u>Truck and Trailer</u> Parking (Per Night)	\$40.00 <u>\$48.00</u>
Annual Pass	\$210.00 <u>\$230.00</u>
Semi-Annual Pass	\$105.00 <u>\$135.00</u>
Commercial Pass	\$500.00
Miscellaneous Fees:	
Overnight Vehicle Parking (non-leaseholder)	\$ \$15.00 per night
Lost Key Replacement	\$35.00 <u>\$50.00</u>
Pump out	\$5.00
Water Tank Fill	\$10.00
Water Tank Fill (50 gal plus)	\$15.00
Port Charge	\$20.00 <u>\$25.00</u>
Port Charge (50' LOA plus)	\$30.00 <u>\$35.00</u>
Port Charge Charter / Commercial – Any size	\$55.00 <u>\$60.00</u>

<u>Oil disposal / Oil filters \$3.00 each</u>	<u>\$3.00 per gallon</u>
<u>Dockbox Rental</u>	<u>\$50.00 per month</u>

Library

Item	Fee
Library Cards	
Initial library card at registration	No charge
Replacement card	\$3.00
Copies	
Black and white per page	\$.15
Color	\$.50
Printing	
Black and white per page	\$.15
<u>Color</u>	<u>\$.50</u>
Fax	
Per page within the United States	\$.50
Per page international	\$2.00
Scan document to USB or Email	
Per page	\$.05
<u>Craft / Specialty Program – Participant-Paid Materials Fee</u>	
<u>Participants shall reimburse the organization for the full cost of materials and supplies required for participation. No subsidy is provided by the library for these costs. Payment is due before the program date. Refunds are available only for cancelled (not rescheduled) programs or with administrative approval.</u>	<u>Actual cost as incurred.</u>
<u>Interlibrary Loan (ILL)</u>	<u>Postal costs (from and return to lender) if out of state and/or reimbursement of fee if charged by lending institution</u>
<u>Room Rental</u>	
<u>Large Study Room - 1 hour minimum</u>	<u>\$25.00 per hour</u>
<u>Schuyler Room - during operating hours, 1 hour minimum</u>	<u>\$75.00 per hour</u>
<u>Schuyler Room - outside of operating hours, 1 hour minimum</u>	<u>\$100 per hour, plus staff fee</u>
<u>Staff Fee</u>	<u>\$40 per hour</u>
<u>Additional Fees</u>	
<u>Rental Overage Fee - any portion of a 15-minute increment will be rounded up to the next full 15-minute increment. This fee applies only when a rental extends beyond the Library's normal</u>	<u>\$15.00 per 15-minute increment</u>

<u>operating hours or beyond the approved after-hours rental period, requiring Library staff to remain after closing. Renters who remain in the facility beyond the scheduled end of their rental will be charged for all additional time, regardless of whether an extension was approved in advance.</u>	<u>(or _____ portion thereof).</u>
<u>Cancellation Fee - applies when renter fails to notify the Meeting Room Coordinator of cancellation at least seven (7) days prior to the scheduled room rental date.</u>	<u>\$10.00</u>
<u>Large Study Room Set-Up Fee - applies when staff is requested to set up tables and chairs for the Large Study Room.</u>	<u>\$10.00</u>
<u>Schuyler Room Set-Up Fee - applies when staff is requested to set up tables and chairs for the Schuyler Room.</u>	<u>\$20.00</u>
<u>Excess Cleaning Fee - applies when the staff of the Library needs to clean a room after a meeting whe additional cleaning beyond normal post-even inspection is required, as determined by Library staff.</u>	<u>\$50.00</u>
<u>Refreshment Fee – applies when renter wishes to serve food/refresments.</u>	<u>\$50.00</u>
Repair items – usability to be judged by staff	
Torn page per page – paper/book can be repaired using archival tape or glue to original usability	\$2.50
Torn page per page – part of paper/book missing – cannot be repaired to original usability	Must be replaced
Repair book hinge	\$5.00
Replace text block – repair book hinges	\$10.00
Re-glue text to spine in perfect binding	No charge
Re-glue text to spine in perfect binding – sections of book missing	Must be replaced
Part of item missing – usable without part	\$5.00
Part of item missing – not usable without part	Must be replaced
Item defaced – item can be repaired to original usability	\$5.00
Item defaced – item cannot be repaired to original usability	Must be replaced
Returned with unknown substance on item – substance can be removed without damaging the book	\$5.00
Returned with unknown substance on item – substance cannot be removed without damage	Must be replaced
Returned with potentially hazardous material or insects in/on item	Must be replaced
Water damage	Must be replaced
Replacement	
Barcode	\$1.00
RFID Tag	\$1.00
Books	At cost per book, same edition, same publisher. Additional \$5.00 per book for cost of

	technical processing.
Digital & Audio Media – DVD, BluRay, CD, and other similar <u>similar</u>	At cost per media, same edition, same publisher. Additional \$5.00 per media for cost of technical processing.
Electronic device – Laptops, tablets, and other similar <u>similar</u>	At cost per device, same brand and model. Additional \$50.00 per electronic device for cost of technical processing
Electronic device accessories	At cost per accessory, same brand and model. Additional \$5.00 per accessory for cost of technical processing
Hotspot	
Case	\$20.00
Charger Cord	\$5.00
Hotspot Device	\$100.00
Laminated Instructions	\$2.00
USB Wall Charger	\$5.00
Refunds – No refund if item found after four (4) days	
Replacement charges paid for any lost item, shall be refunded upon return of the item in good condition within four (4) days of payment.	
Processing fees are not refundable	

Public Works

Stormwater Fees	
Equivalent Stormwater Unit (ESU) Rate	\$40.52 <u>\$45.79</u>
Residential Property (Annually)	\$486.26 <u>\$549.48</u>
Commercial Property/Non-Residential Property (Annually) Calculated based on each property's Runoff Area (AR) using the following formula: $AR = AB + AOI + (0.25 \times AP)$ Where: AP = Building Area (sq.ft.) AOI = Other Impervious Area (sq.ft.) AP = Previous Area (sq.ft.)	Annual Fee = # of ESUs x 12 x \$40.52 <u>\$45.79</u>

Sanitation Fees	
Annual Assessment per unit – single-family	\$405.68 <u>\$417.85</u>
Mobile home	\$405.68 <u>\$417.85</u>
Multi-family (fewer than 5 units per building)	\$405.68 <u>\$417.85</u>
Multi-family (5 or more units per building)	Classified as commercial and billed based on total container capacity (in cubic yards) and service frequency, in accordance with the Commercial Dumpster Collection & Disposal Rate Schedule.
Special Pickups	
Large vegetation piles greater than ten (10), but less than twenty (20) cubic yards	\$70.00
Large vegetation piles greater than twenty (20) cubic yards, per truck load	\$70.00, plus cost of disposal
Non-containerized household trash greater than ten (10), but less than twenty (20) cubic yards	\$70.00
Non-containerized household trash greater than twenty (20) cubic yards, per truck load	\$70.00, plus cost of disposal
Special Pickup Charge – in addition to special pickup and other charges, there will be an additional fee when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in the “Base Level of Service”.	\$50.00
Late fee per month on the outstanding balance beginning thirty (30) or more days following rendition of the bill	\$16.50 or 1.5% (whichever is greater)
Dumpster service removal and reinstatement	
First offense	\$110.00
Second offense	\$220.00
Third and subsequent offense	\$550.00
Collection – account subject to referral to collection agency or property lien for any bill remaining unpaid forty-five (45) days after rendition	
Additional 96-gallon garbage cart set-up fee – single-family. Requires x2/week service and monthly billing per .5 CY commercial rate.	One time set-up fee of \$85.00 and a monthly fee of \$16.41 <u>\$16.90</u>
Commercial Property Assessment	
Commercial class – Low generator class	\$0.018
Medium generator class	\$0.066

High generator class	\$0.235																																																																																			
Non-generator class	\$0.018																																																																																			
The above schedule is applicable to annual assessment calculated on the basis of the Palm Beach County Solid Waste Authority (SWA) waste generation data/property/year.																																																																																				
Agricultural Class																																																																																				
0 – 10 acres	\$59.13																																																																																			
11 – 99 acres	\$5.92/acre																																																																																			
100 + acres	\$591.25																																																																																			
Commercial dumpster collection & disposal rate chart																																																																																				
<table><tr><td></td><td>1X</td><td>2X</td><td>3X</td><td>4X</td><td>5X</td></tr><tr><td>.5CY</td><td>N/A</td><td>\$76.95</td><td>\$79.26</td><td>N/A</td><td>N/A</td><td>N/A</td></tr><tr><td>2CY</td><td>\$153.89</td><td>\$158.51</td><td>\$307.79</td><td>\$317.02</td><td>\$461.69</td><td>\$475.54</td></tr><tr><td></td><td>\$615.58</td><td>\$634.05</td><td>\$769.48</td><td>\$792.56</td><td></td><td></td></tr><tr><td>3CY</td><td>\$230.84</td><td>\$237.77</td><td>\$461.68</td><td>\$475.54</td><td>\$692.53</td><td>\$713.31</td></tr><tr><td></td><td>\$923.37</td><td>\$951.07</td><td>\$1,154.22</td><td>\$1,188.85</td><td></td><td></td></tr><tr><td>4CY</td><td>\$307.79</td><td>\$317.02</td><td>\$615.58</td><td>\$634.05</td><td>\$923.37</td><td>\$951.07</td></tr><tr><td></td><td>\$1,231.17</td><td>\$1,268.11</td><td>\$1,538.95</td><td>\$1,585.12</td><td></td><td></td></tr><tr><td>6CY</td><td>\$461.68</td><td>\$475.53</td><td>\$923.37</td><td>\$951.07</td><td></td><td></td></tr><tr><td></td><td>\$1,385.06</td><td>\$1,426.61</td><td>\$1,846.75</td><td>\$1,902.15</td><td>\$2,308.44</td><td>\$2,377.69</td></tr><tr><td>8CY</td><td>\$615.58</td><td>\$634.05</td><td>\$1,231.17</td><td>\$1,268.11</td><td></td><td></td></tr><tr><td></td><td>\$1,846.75</td><td>\$1,902.15</td><td>\$2,462.33</td><td>\$2,536.20</td><td>\$2,988.27</td><td>\$3,170.26</td></tr></table>		1X	2X	3X	4X	5X	.5CY	N/A	\$76.95	\$79.26	N/A	N/A	N/A	2CY	\$153.89	\$158.51	\$307.79	\$317.02	\$461.69	\$475.54		\$615.58	\$634.05	\$769.48	\$792.56			3CY	\$230.84	\$237.77	\$461.68	\$475.54	\$692.53	\$713.31		\$923.37	\$951.07	\$1,154.22	\$1,188.85			4CY	\$307.79	\$317.02	\$615.58	\$634.05	\$923.37	\$951.07		\$1,231.17	\$1,268.11	\$1,538.95	\$1,585.12			6CY	\$461.68	\$475.53	\$923.37	\$951.07				\$1,385.06	\$1,426.61	\$1,846.75	\$1,902.15	\$2,308.44	\$2,377.69	8CY	\$615.58	\$634.05	\$1,231.17	\$1,268.11				\$1,846.75	\$1,902.15	\$2,462.33	\$2,536.20	\$2,988.27	\$3,170.26	
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The above schedule reflects the Town’s current collection rate	\$14.78 \$15.26 per cubic yard of container																																																																																			
Plus, the Palm Beach County Solid Waste Authority’s (SWA) current year disposal rate of	\$2.814 per cubic yard																																																																																			
Total collection and disposal rate equals	\$17.59 \$18.07 per cubic yard																																																																																			
The SWA calculates non-compacted garbage and trash to weigh 134 pounds per cubic yard and charges:	\$42.00 per ton for disposal																																																																																			
134 lbs. per cubic yard X \$42.00 per ton / 2000 lbs. per ton equals	\$2.814 per cubic yard disposal fee																																																																																			
Special pickups – customer must call for special pickup																																																																																				
Commercial dumpster special pickup rate chart																																																																																				
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Assigned Dumpster	\$14.78 <u>\$15.26</u> per cubic yard container capacity
(\$14.78 <u>\$15.26</u> collection rate + \$2.814 disposal rate) above the regularly scheduled service amount calculated on the basis of SWA waste generation data/property/year.	
In addition to the \$17.59 <u>\$18.07</u> per cubic yard rate, there will be an additional	\$30.00
Commercial Dumpster Locking Device Installation	\$100.00
Other Fees	
Application for Traffic Calming Measures	\$50.00
Right-of-way Permit Application **Moved to Community Dev.	2% of the total estimated project cost or a minimum of \$75.
Swale Planting Permit Application	\$100.00

Special Events Department

Town Events	
Food Vendors	\$50.00
Business Vendors	-\$50.00
Art & Craft Vendors	\$20.00
Non-Profits	\$0.00
Facility Rentals	
Mirror Ballroom	
Refundable Security Deposit	\$500.00
Resident Rate	-\$125.00 per hour
Non-Resident Rate	-\$175.00 per hour
Staff Fee	-\$40.00 per hour
Cleaning Fee	-\$150.00
Kelsey Park Indoor Pavilion	
Refundable Security Deposit	\$250.00
Resident Rate	-\$75.00 per hour
Non-Resident Rate	-\$100.00 per hour
Staff Fee	-\$40.00 per hour
Cleaning Fee	-\$150.00
Kelsey Park South Pavilion	
Refundable Security Deposit	\$100.00
Resident Rate	\$50.00
Non-Resident Rate	\$75.00
Kelsey Park Playground Pavilion	
Refundable Security Deposit	\$100.00
Resident Rate	\$100.00
Non-Resident Rate	\$125.00
Kelsey Park North Pavilion or West Ilex Park Pavilion	

Refundable Security Deposit	\$100.00
Resident Rate	\$40.00
Non-Resident Rate	\$65.00
Blakely Commons Gazebo	
Refundable Security Deposit	\$200.00
Resident Rate	\$50.00 per hour
Non-Resident Rate	\$75.00 per hour
Lake Park Harbor Marina, Kelsey Park (East and West)	
Refundable Security Deposit	-\$2,000.00
Resident Rate	\$500.00
Non-Resident Rate	\$600.00
Restroom Cleaning Fee	\$150.00
Restroom Attendant Fee	\$25.00 per hour
Summer Camp	
Resident Rate	\$250.00 per session
Non-Resident Rate	\$300.00 per session
Extended Care	-\$100.00 per session
Bert Bostrom Park	
Special Event Refundable Security Deposit	-\$2,000.00
Multipurpose Field Refundable Security Deposit	\$200.00
Special Event Resident Rate	\$500.00
Special Event Non-resident Rate	\$600.00
Field Rental Fee	-\$20.00 per hour
Light Fee	-\$30.00 per hour
Game Day Fee	-\$500.00
Staff Fee	-\$40.00 per hour
Restroom Cleaning Fee	\$150.00
Restroom Attendant Fee	\$25.00 per hour
Recreation Programs	
Kids (ages 4-17)	\$50.00 per session
Adults (ages 18 and up)	\$50.00 per session
Instructor Fee	-\$25.00 per hour
Tennis and Pickleball Courts	
Special Event Refundable Security Deposit	\$1,000.00
Special Event Resident Rate	\$500.00
Special Event Non-Resident Rate	\$600.00
Court Rental Refundable Security Deposit	\$50.00
Court Rental Fee Resident Rate	\$10.00 per hour
Court Rental Fee Non-Resident Rate	\$20.00 per hour

Town Clerk

Lien searches – includes code violations, open building permits, & Sanitation services	\$100.00 standard \$150.00 rush (within 24-hr.)
Public Records Request	\$0.15 per copy

	\$0.20 double sided copy
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Item 9.

Exhibit “A” Master Fee Schedule



Community Development

Building Permit Fees		
The Permit Fee Schedule shall be based on total valuation as follows:		
No.	TYPE OF FEE	FEE
	Base Fee for all Zoning Reviews and for Telecommunication permit applications.	\$100 (State surcharge does not apply)
	Minimum Permit Fee up to \$2,499.00 in value	\$150.00
	\$2,500.00 and up.	\$150.00 plus 2.% of permit value
If a building permit requires Engineering review, this will be assessed at an additional fee per the Town's Engineering contract, with a minimum one (1)-hour charge.		
	Inspection Fee	\$130.00
All permit applications will include required inspections in the permit fee. If additional non-permit related inspections; zoning certificate inspections; structural code compliance inspections; fire damage inspections; courtesy inspections; and all other inspections not otherwise listed are required, a \$130 inspection fee PER inspection will be assessed		
	Re-inspection Fee	\$130.00
	Low-Voltage alarm system permit or low-voltage electric fence	As defined by Florida State Statue
Additional Permit-Related Fees		
	Permit Revision Administrative Fee utilizing the same Permit number	\$75.00
	Sub-Permit Administrative Fee	\$75.00
	Administrative Fee for Permit Renewal/Reissuance	\$75.00
ADDITIONAL PLAN REVIEW & RELATED SERVICES FEE for non-permit related Building Official; Plans Examiner; Building Inspector; and Related Services Per hour fee based on Town Contract, minimum half-hour charge. Holiday/Weekend Inspections (minimum three (3)-hour charge) Per hour fee based on Town Contract and actual costs. <u>Retaining Private Providers for plan reviews and building code services:</u> A permit applicant is entitled to retain a private provider. Registration by the private provider, and review by the Building Official is required. All records must be retained by the permit applicant and made available to the Town's staff, building official or inspectors when requested. A permit applicant who retains private providers for plan reviews or inspections, are required to pay 75% of the permit fee (instead of the entire fee). A permit applicant who retains private providers for plan reviews and inspections, are required to pay 50% of the permit fee (instead of the entire fee).		

Information Technology Fee for all department applications that are processed electronically: Fee collected to off-set a portion of the costs associated with configuration and upkeep of computer hardware and software programs, repair, replacement, upgrades, and other information technology improvements: 3% of permit fee, and 3% of application fee for all other electronic applications, minimum of \$10 for all applications.

PERMIT PENALTIES

Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town's Building Official, or has not obtained the required building or sign permit shall be subject to the assessment of a penalty of two times (2Xs) the required permit fees listed herein, in addition to the regular permit fees.

	CONTRACTOR REGISTRATION FEES:	\$2.00
	With Palm Beach County registration with a "W" designation	
	All Other Contractors	\$10.00
	SIGN PERMIT FEES:	
	All signage, except as otherwise listed	\$200.00
	Window/Door Signage and Temporary Signage, including real estate signage (per store window)	\$50.00
DEVELOPMENT REVIEW FEE SCHEDULE		
1	Abandonment of rights of way	\$1,800.00
2	Abandonment of easements	\$1,500.00
3	Appeal of Administrative Decisions	\$1,000.00
4	Comprehensive Plan text amendment	\$2,500.00
5	Comprehensive future land use map change, small and large	\$3,000.00
6	Development of Regional Impact	\$5,000.00
	a. Annual report review	\$500.00
7	Development Approval extension	\$1,500.00
8	Development Pre-Application Meeting	\$200.00
9	Developer Agreements	\$1,500.00
10	Planned Unit Development	
	a. Master Plan approval	\$2,850.00
	b. Modification of an approved Master Plan	\$2,300.00
	c. Per waiver request	\$250.00
11	Site plan, nonresidential or residential multi-family 6 units or greater	
	a. 0-14,999 square feet (structure size)	\$2,000.00

	b. Greater than 14,999 square feet (structure size)	\$4,000.00
	c. Per waiver request (if applicable)	\$250.00
12	Site Plan residential within Mixed-Use projects (in addition to nonresidential fees)	
	a. Base fee	\$1,500.00
	b. Additional fee, after the initial 10 units	\$ 10.00 per unit
13	Special Exception or Conditional Use, nonresidential and residential (one use per application)	
	a. 0-14,999 square feet (structure size)	\$1,600.00
	b. Greater than 14,999 square feet (structure size)	\$3,000.00
14	Variance or Waiver, nonresidential	\$1,250.00
15	Variance or Waiver, residential principal structure	\$750.00
16	Zoning code text amendment	\$2,500.00
17	Zoning map amendment	\$2,500.00
18	Zoning determination letter	\$175.00
19	Zoning Confirmation Certificate	\$125.00
20	Zoning Inspection (inspection of premises – per housing unit, or flat fee for commercial). Maximum \$500 for multiple housing units.	\$50.00
21	Home Occupation Zoning Confirmation Certificate	\$125.00
22	Special Event Permit (non-profit or individual not affiliated with for-profit entity)	\$50.00
23	Special Event Permit (commercial/for-profit entity)	\$100.00
24	Minor Replat/Plat	\$1,250.00
25	Telecommunications Tower Pre-application permit	\$100
26	Telecommunications Tower/Co-Location Application	\$100
27	Certificate of Appropriateness; Designation/De-designation; or Ad Valorem Tax Exemption for historic property (Historic Preservation)	\$200.00
28	Site Plan or Development Approval Amendment	\$500.00
29	Fine Reduction or Waiver Request Application – Code Compliance	\$100.00
30	Time Extension Application – Code Compliance	\$100.00
31	Out of Town/Mobile Vendor Zoning Review	\$50.00
32	Voluntary Annexation	\$1,250
33	Annual Bank Registration Fee	\$150.00
34	Unity of Title	\$500.00
35	Alcohol License Review	\$100
36	Address Assignment/Revision Fee	\$100

Recovery of additional costs. In addition to the afore-stated fees, the Town may, in addition to the applicable application fee, recover the costs referenced below, including, but not limited to, the following:

- 1) Consultant fees incurred by the Town, whenever the Town deems it necessary to retain an outside consultant, or additional services, to assist Town staff in the review and processing of applications for approval, such as the review and analysis of property appraisals, traffic impact analysis, vegetation and environmental assessments, archeological or historic assessments, market studies, engineering studies or reports, telecommunications facility siting, and any other documents, studies, data, reports and other materials.
- 2) Attorney's fees incurred by the Town Attorney or other legal counsel retained by the Town in connection with the review and processing of an application listed herein, and the preparation and/or review of legal documents.
- 3) Costs incurred by the Town in connection with advertising, publication, and mailing of legal notices for public hearings, workshops, or other public meetings; recording fees for the cost of recording instruments in the public records of Palm Beach County.
- 4) In the event that at the time an application is received by the Town, additional costs are reasonably anticipated by the Town to be incurred by the Town, the Town may require the applicant as a condition precedent to processing the application, to deposit an amount estimated by the Town's Community Development Director, to be a sufficient cost deposit. Any monies provided to the Town as a cost deposit, shall be placed into an escrow account created by the Town. After the application is closed out, the Town shall refund any unused cost deposit funds to the applicant.
- 5) The minimum cost deposit shall be \$1,500 or a greater amount if deemed necessary by the Town's Community Development Director to cover all anticipated expenses, whichever is greater.

Code Section	FINE FEES Violation Description	Fine
	An administrative cost of \$10 will be added to all parking-related fines listed on this schedule to recover enforcement tracking software costs charged by the Clerk of the Court.	
10-31 and 10-32	Nuisance	\$100.00
10-153 and 10-154	Noise disturbance 1 st Offense	\$250.00
	2 nd Offense (minimum of 30 minutes following the 1 st offense and within the same 24-hour period)	\$350.00
	3 rd Offense and every subsequent offense occurring a minimum of 30 minutes after the 3 rd offense and within the same 24-hour period after the 1 st Offense)	\$450.00
16-3	Unlawful trespass on public land	\$125.00
18-62 11-14	Animals running at large prohibited - leash required	\$50.00
18-81	No permit for special event	\$250.00
20-32	No permit for garage sale	\$50.00
24-34	Illegal roll-off (residential)	\$250.00
24-74	Illegal roll-off (commercial)	\$250.00
24-8	Illegal dumping / littering	\$250.00

24-39	Overloaded sanitation container (Residential)	\$50.00
24-78	Overloaded sanitation container (Commercial)	\$50.00
30-2	Prohibited parking	\$100.00
31-9	Blocking Parking Aisles in the Marina	\$100.00
30 -33	Commercial loading and unloading	\$250.00
30 -35	Parking commercial vehicle in residential area	\$125.00
32 -57	Illegal watering 1 st offense	\$50.00
32 -57	Illegal watering 2 nd offense	\$250.00
32-57	Illegal watering 3 rd or more offense	\$500.00
34-6	Hatracking; tree topping	\$250.00
70-32	Sign code violation (Town-wide)	\$125.00
70-103(1)(c)	Garage/Yard Sale Signage Violation	\$50.00
76-95	Failure to pay Marina Overnight Parking Fee, or Marina Launching Ramp Fee	\$100.00 per violation

Finance

Dishonored Checks	\$25.00 Face Value up to \$50.00
(Paper & Electronic)	\$30.00 Face Value \$50.01 - \$300.00
	\$40.00 Face Value \$300.01 - \$800.00
	Or
	5% of Face Value if over \$800.00
Service Fee structure in accordance with Florida State Statutes 166.251 and 832.05	
Duplicate Business Tax License Issuance (Sec. 28-39)	\$25.00 per license

Harbor Marina

Slip Leases	Fee
DOCKAGE (Greater of Vessel Length or Slip Length)	
Annual (12 month minimum – Rate/Month) Per Foot/per month	
E	
30' Slip	\$30.00 per ft
35' Floating Dock	\$38.00 per ft
36' - 44'	\$36.50 per ft
45' - 49'	\$38.00 per ft
50' - 59'	\$39.50 per ft
60' +	\$43.00 per ft
Charter Annual	\$44.50 per ft
Seasonal (Rates billed at slip size or vessel size –whichever is greater.	
Summer Monthly – June 1 st -to October 31	\$32.50 per ft
30' Slip	\$42.00 per ft
35' Floating Dock	\$39.50 per ft
36' - 44'	\$40.50 per ft
45' - 49'	\$42.50

50' - 59' 60' +	\$46.75 per ft
Winter Monthly – November 1 to May 31 st . 30' Slip & down 35' Floating Dock 36' - 44' 45' - 49' 50' - 59' 60' +	\$37.50 per ft \$49.00 per ft \$45.00 per ft \$47.00 per ft \$48.75 per ft \$51.75 per ft
Transient (Rate/Day)	
Summer – May 1 to October 31	\$3.75/ft
Winter – November 1 to April 30	\$4.50/ft
Utilities – Lease (water/garbage/electric) mandatory fee	
110/30amp (Extra Cord Add \$40)	\$120/mo.
220/50amp (Extra Cord Add \$80)	\$170.00/mo.
Utilities – Transient (water/garbage/electric) mandatory fee	
110/30amp (per day per cord)	\$12.00/day
220/50amp (per day per cord)	\$20.00/day
Boat Ramp Fees:	
Daily Boat Launch	\$15.00
Overnight Truck and Trailer Parking (Per Night)	\$48.00
Annual Pass	\$230.00
Semi-Annual Pass	\$135.00
Commercial Pass	\$500.00
Miscellaneous Fees:	
Overnight Vehicle Parking (non-leaseholder)	\$15.00 per night
Lost Key Replacement	\$50.00
Pump out	\$5.00
Water Tank Fill	\$10.00
Water Tank Fill (50 gal plus)	\$15.00
Port Charge	\$25.00
Port Charge (50' LOA plus)	\$35.00
Port Charge Charter / Commercial – Any size	\$60.00
Oil disposal / Oil filters \$3.00 each	\$3.00 per gallon
Dockbox Rental	\$50.00 per month

Library

Item	Fee
Library Cards	
Initial library card at registration	No charge
Replacement card	\$3.00

Copies	
Black and white per page	\$.15
Printing	
Black and white per page	\$.15
Color	\$.50
Fax	
Per page within the United States	\$.50
Per page international	\$2.00
Scan document to USB or Email	
Per page	\$.05
Craft / Specialty Program – Participant-Paid Materials Fee	
Participants shall reimburse the organization for the full cost of materials and supplies required for participation. No subsidy is provided by the library for these costs. Payment is due before the program date. Refunds are available only for cancelled (not rescheduled) programs or with administrative approval.	Actual cost as incurred.
Interlibrary Loan (ILL)	Postal costs (from and return to lender) if out of state and/or reimbursement of fee if charged by lending institution
Room Rental	
Large Study Room - 1 hour minimum	\$25.00 per hour
Schuyler Room - during operating hours, 1 hour minimum	\$75.00 per hour
Schuyler Room - outside of operating hours, 1 hour minimum	\$100 per hour, plus staff fee
Staff Fee	\$40 per hour
Additional Fees	
Rental Overage Fee - any portion of a 15-minute increment will be rounded up to the next full 15-minute increment. This fee applies only when a rental extends beyond the Library's normal operating hours or beyond the approved after-hours rental period, requiring Library staff to remain after closing. Renters who remain in the facility beyond the scheduled end of their rental will be charged for all additional time, regardless of whether an extension was approved in advance.	\$15.00 per 15-minute increment (or portion thereof).
Cancellation Fee - applies when renter fails to notify the Meeting Room Coordinator of cancellation at least seven (7) days prior to the scheduled room rental date.	\$10.00
Large Study Room Set-Up Fee - applies when staff is requested to set up tables and chairs for the Large Study Room.	\$10.00
Schuyler Room Set-Up Fee - applies when staff is requested to set up tables and chairs for the Schuyler Room.	\$20.00

Excess Cleaning Fee - applies when the staff of the Library needs to clean a room after a meeting whe additional cleaning beyond normal post-even inspection is required, as determined by Library staff.	\$50.00
Refreshment Fee – applies when renter wishes to serve food/refreshments.	\$50.00
Repair items – usability to be judged by staff	
Torn page per page – paper/book can be repaired using archival tape or glue to original usability	\$2.50
Torn page per page – part of paper/book missing – cannot be repaired to original usability	Must be replaced
Repair book hinge	\$5.00
Replace text block – repair book hinges	\$10.00
Re-glue text to spine in perfect binding	No charge
Re-glue text to spine in perfect binding – sections of book missing	Must be replaced
Part of item missing – usable without part	\$5.00
Part of item missing – not usable without part	Must be replaced
Item defaced – item can be repaired to original usability	\$5.00
Item defaced – item cannot be repaired to original usability	Must be replaced
Returned with unknown substance on item – substance can be removed without damaging the book	\$5.00
Returned with unknown substance on item – substance cannot be removed without damage	Must be replaced
Returned with potentially hazardous material or insects in/on item	Must be replaced
Water damage	Must be replaced
Replacement	
Barcode	\$1.00
RFID Tag	\$1.00
Books	At cost per book, same edition, same publisher. Additional \$5.00 per book for cost of technical processing.
Digital & Audio Media – DVD, BluRay, CD, and other similar	At cost per media, same edition, same publisher. Additional \$5.00 per media for cost of technical processing.
Electronic device – Laptops, tablets, and other similar	At cost per device, same brand and model. Additional

	\$50.00 per electronic device for cost of technical processing
Electronic device accessories	At cost per accessory, same brand and model. Additional \$5.00 per accessory for cost of technical processing
Hotspot	
Case	\$20.00
Charger Cord	\$5.00
Hotspot Device	\$100.00
Laminated Instructions	\$2.00
USB Wall Charger	\$5.00
Refunds – No refund if item found after four (4) days	
Replacement charges paid for any lost item, shall be refunded upon return of the item in good condition within four (4) days of payment.	
Processing fees are not refundable	

Public Works

Stormwater Fees	
Equivalent Stormwater Unit (ESU) Rate	\$45.79
Residential Property (Annually)	\$549.48
Commercial Property/Non-Residential Property (Annually) Calculated based on each property's Runoff Area (AR) using the following formula: $AR = AB + AOI + (0.25 \times AP)$ Where: AP = Building Area (sq.ft.) AOI = Other Impervious Area (sq.ft.) AP = Previous Area (sq.ft.)	Annual Fee = # of ESUs x 12 x \$45.79
Sanitation Fees	
Annual Assessment per unit – single-family	\$417.85
Mobile home	\$417.85
Multi-family (fewer than 5 units per building)	\$417.85
Multi-family (5 or more units per building)	Classified as commercial and billed based on total container capacity (in cubic yards) and service frequency, in accordance with the Commercial

	Dumpster Collection & Disposal Schedule. Rate
Special Pickups	
Large vegetation piles greater than ten (10), but less than twenty (20) cubic yards	\$70.00
Large vegetation piles greater than twenty (20) cubic yards, per truck load	\$70.00, plus cost of disposal
Non-containerized household trash greater than ten (10), but less than twenty (20) cubic yards	\$70.00
Non-containerized household trash greater than twenty (20) cubic yards, per truck load	\$70.00, plus cost of disposal
Special Pickup Charge – in addition to special pickup and other charges, there will be an additional fee when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in the “Base Level of Service”.	\$50.00
Late fee per month on the outstanding balance beginning thirty (30) or more days following rendition of the bill	\$16.50 or 1.5% (whichever is greater)
Dumpster service removal and reinstatement	
First offense	\$110.00
Second offense	\$220.00
Third and subsequent offense	\$550.00
Collection – account subject to referral to collection agency or property lien for any bill remaining unpaid forty-five (45) days after rendition	
Additional 96-gallon garbage cart set-up fee – single-family. Requires x2/week service and monthly billing per .5 CY commercial rate.	One time set-up fee of \$85.00 and a monthly fee of \$16.90
Commercial Property Assessment	
Commercial class – Low generator class	\$0.018
Medium generator class	\$0.066
High generator class	\$0.235
Non-generator class	\$0.018
The above schedule is applicable to annual assessment calculated on the basis of the Palm Beach County Solid Waste Authority (SWA) waste generation data/property/year.	
Agricultural Class	
0 – 10 acres	\$59.13
11 – 99 acres	\$5.92/acre
100 + acres	\$591.25

Commercial dumpster collection & disposal rate chart						
	1X	2X	3X	4X	5X	
.5CY	N/A	\$79.26	N/A	N/A	N/A	
2CY	\$158.51	\$317.02	\$475.54	\$634.05	\$792.56	
3CY	\$237.77	\$475.54	\$713.31	\$951.07	\$1,188.85	
4CY	\$317.02	\$634.05	\$951.07	\$1,268.11	\$1,585.12	
6CY	\$475.53	\$951.07	\$1,426.61	\$1,902.15	\$2,377.69	
8CY	\$634.05	\$1,268.11	\$1,902.15	\$2,536.20	\$3,170.26	
The above schedule reflects the Town's current collection rate						\$15.26 per cubic yard of container
Plus, the Palm Beach County Solid Waste Authority's (SWA) current year disposal rate of						\$2.814 per cubic yard
Total collection and disposal rate equals						\$18.07 per cubic yard
The SWA calculates non-compacted garbage and trash to weigh 134 pounds per cubic yard and charges:						\$42.00 per ton for disposal
134 lbs. per cubic yard X \$42.00 per ton / 2000 lbs. per ton equals						\$2.814 per cubic yard disposal fee
Special pickups – customer must call for special pickup						
Commercial dumpster special pickup rate chart						
2CY → \$61.05						
3CY → \$76.17						
4CY → \$91.48						
6CY → \$121.93						
8CY → \$152.37						
Assigned Dumpster						\$15.26 per cubic yard container capacity
(\$15.26 collection rate + \$2.814 disposal rate) above the regularly scheduled service amount calculated on the basis of SWA waste generation data/property/year.						
In addition to the \$18.07 per cubic yard rate, there will be an additional						\$30.00
Commercial Dumpster Locking Device Installation						\$100.00
Other Fees						
Application for Traffic Calming Measures						\$50.00
Right-of-way Permit Application **Moved to Community Dev.						2% of the total estimated project cost or a minimum of \$75.
Swale Planting Permit Application						\$100.00

Special Events Department

Item 9.

Town Events	
Food Vendors	\$50.00
Business Vendors	\$50.00
Art & Craft Vendors	\$20.00
Non-Profits	\$0.00
Facility Rentals	
Mirror Ballroom	
Refundable Security Deposit	\$500.00
Resident Rate	\$125.00 per hour
Non-Resident Rate	\$175.00 per hour
Staff Fee	\$40.00 per hour
Cleaning Fee	\$150.00
Kelsey Park Indoor Pavilion	
Refundable Security Deposit	\$250.00
Resident Rate	\$75.00 per hour
Non-Resident Rate	\$100.00 per hour
Staff Fee	\$40.00 per hour
Cleaning Fee	\$150.00
Kelsey Park South Pavilion	
Refundable Security Deposit	\$100.00
Resident Rate	\$50.00
Non-Resident Rate	\$75.00
Kelsey Park Playground Pavilion	
Refundable Security Deposit	\$100.00
Resident Rate	\$100.00
Non-Resident Rate	\$125.00
Kelsey Park North Pavilion or West Ilex Park Pavilion	
Refundable Security Deposit	\$100.00
Resident Rate	\$40.00
Non-Resident Rate	\$65.00
Blakely Commons Gazebo	
Refundable Security Deposit	\$200.00
Resident Rate	\$50.00 per hour
Non-Resident Rate	\$75.00 per hour
Lake Park Harbor Marina, Kelsey Park (East and West)	
Refundable Security Deposit	\$2,000.00
Resident Rate	\$500.00
Non-Resident Rate	\$600.00
Restroom Cleaning Fee	\$150.00
Restroom Attendant Fee	\$25.00 per hour
Summer Camp	
Resident Rate	\$250.00 per session
Non-Resident Rate	\$300.00 per session

Extended Care	\$100.00 per session
Bert Bostrom Park	
Special Event Refundable Security Deposit	\$2,000.00
Multipurpose Field Refundable Security Deposit	\$200.00
Special Event Resident Rate	\$500.00
Special Event Non-resident Rate	\$600.00
Field Rental Fee	\$20.00 per hour
Light Fee	\$30.00 per hour
Game Day Fee	\$500.00
Staff Fee	\$40.00 per hour
Restroom Cleaning Fee	\$150.00
Restroom Attendant Fee	\$25.00 per hour
Recreation Programs	
Kids (ages 4-17)	\$50.00 per session
Adults (ages 18 and up)	\$50.00 per session
Instructor Fee	\$25.00 per hour
Tennis and Pickleball Courts	
Special Event Refundable Security Deposit	\$1,000.00
Special Event Resident Rate	\$500.00
Special Event Non-Resident Rate	\$600.00
Court Rental Refundable Security Deposit	\$50.00
Court Rental Fee Resident Rate	\$10.00 per hour
Court Rental Fee Non-Resident Rate	\$20.00 per hour

Town Clerk

Lien searches – includes code violations, open building permits, & Sanitation services	\$100.00 standard \$150.00 rush (within 24-hr.)
Public Records Request	\$0.15 per copy
	\$0.20 double sided copy



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 19, 2026

Originating Department: Public Works

Agenda Title: Resolution 67-08-26 – Construction Services Agreement (ITB #116-2026) – Evergreen House Restoration & Preservation – Phase 2 Interior Improvements with Limited Phase 1 Exterior Work – LaPorta Contracting, LLC – \$300,000.00

Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$300,000 **Funding Source:** Historical Grant – Evergreen House Improvements Other Than Building

Account Number: 310-521-301-63821 **Finance Signature:** Barbara A. Gould

Account Number: 160-559-160-63000

Advertised: _____

Date: May 17, 2026 **Newspaper:** Palm Beach Post

Attachments: Agenda Request Form

Resolution 67-08-26

Construction Services Agreement

Bid Submittal – LaPorta Contracting, LLC

ITB #116-2026 and Addenda

Please initial one:

JM Yes, I have notified everyone.

Not applicable in this case

Summary Explanation/Background:

The Evergreen House, located at 601 U.S. Highway 1, dates to 1925 and is one of the original Kelsey City homes. The property represents an important part of the Town's history and heritage; however, the building is currently in disrepair and requires restoration and preservation improvements to support its continued durability, safety, and usefulness.

As a result, the Public Works Department has identified a need to complete various interior and exterior repairs to ensure the long-term preservation of this important historical Town building

Thus, the Town issued an Invitation to Bid (ITB #116-2026 - May 18, 2026), in accordance with the Town's Procurement Policy. The intent of this ITB is to solicit competitive pricing from qualified general contractors to complete the Evergreen House Restoration & Preservation Project – Phase 1 (Exterior Building Hardening) & Phase 2 (Interior Building Modifications).

The Town received the following bids in response to ITB # 116-2026:

- | | |
|----------------------------|--------------------------|
| • FSV Construction Co. | Bud submittal Incomplete |
| • LaPorta Contracting, LLC | \$464,286.62 |
| • Wingate Corp., LLC | \$472,846.00 |

Note: Two (2) of the proposals were determined to be responsive and compliant and, following staff review and analysis, LaPorta Contracting, LLC's proposal was determined to comply with the ITB requirements and to be in the best interest of the Town.

The Town was awarded a grant from the State of Florida Division of Historical Resources for \$198,500, with a required Town match of \$198,500 (FY 2026 Budget - Public Improvement Fund), establishing a total project budget of \$397,000.00 for design and construction. The Town subsequently retained a historic preservation architectural firm to assess the building's deficiencies and prepare construction-ready Architectural and Engineering plans (RFQ #109-2025 - Baker Design Build - \$78,120 – December 17, 2025).

Thus, following the payment for engineering services and related expenditures, approximately \$300,000 in approved funding is remaining to support the construction of the project. However, according the pricing received during our competitive solicitation, the project construction will require an additional \$164, 286.62 to complete (Phase 1 - Exterior Building Hardening & Phase 2 - Interior Building Modifications).

Bid and Funding Comparison - LaPorta Contracting, LLC:

- | | |
|---|--------------|
| • Phase 1 – Exterior Building Hardening | \$274,215.72 |
| • Phase 2 – Interior Building Modifications | \$190,070.90 |
| • Combined Phase 1 and Phase 2 Bid | \$464,286.62 |
| • Proposed Construction Award | \$300,000.00 |
| • Unfunded/Deferred Portion of Combined Bid | \$164,286.62 |

Note: The proposed scope of work to be included within this portion of the work includes: Complete a portion of Phase 2 – Interior Building Modifications (i.e., plumbing; heating, ventilation and air-conditioning electrical and interior modifications) and a portion of Phase 1 Exterior Preservation Work (i.e., repair or replacement of exterior wood framing and exterior cleaning, patching, waterproofing, and painting). The remaining work that is included in Phase 1 (i.e., roof replacement, new gutters and downspouts, exterior door and window replacement, sidewalks and related exterior ADA-access work, building permits) will be deferred until additional (non-Town) funding is identified.

It should be noted that the Town has set aside a contingency amount of \$71,273.90 (18% of total funding available) to support unforeseen conditions during the project construction. This funding will be available to support the remaining deferred exterior construction items if it is not required during the initial work of this project. This funding will be brought back to the Town Commission for authorization to be utilized, if available and prior to utilization.

As a result, the Public Works Department is recommending the Town Commission consider the selection of LaPorta Contracting LLC (ITB #116-2026) to complete Phase 2 and portions of Phase 1 of the Evergreen House Restoration & Preservation Project in the amount of \$300,000.00.

If approved, the Town Commission would accept LaPorta Contracting, LLC's approved pricing, including all terms, conditions, and pricing therein. The Town will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The proposed award follows the Town of Lake Park's Procurement Policy – Sec. 2-246, Thresholds for the procurement of goods and services.

“The town commission hereby establishes \$35,000 as the threshold at which a formal competitive solicitation process shall be used, unless otherwise provided for herein. A formal competitive solicitation process shall be employed for all invitations to bid, requests for proposals, requests for qualifications, or requests for information. When employing these formal competitive solicitations, the invitation or request shall be published such that it is available simultaneously to all Offerors and shall include the time and date for the town's receipt of bids, proposals, and replies. All formal competitive solicitations shall include provisions relating to compliance with the regulations of the Palm Beach County Office of Inspector General.”

Note: Various documents related to this ITB process are attached and/or available for review by contacting the Town Clerk's Office, including ITB #116-2026, the published addenda, Architectural and Engineering plans, project specifications, required bid forms, and the bid proposals received.

Funding to support this project is available within the Town's Fiscal Year 2026 Budget - Historical Grant – Evergreen House and the Public Improvement Fund.

If approved, construction will begin within two (2) weeks of receiving a Notice to Proceed from the Town and is expected to be completed within 145 calendar days (Winter 2026/Spring 2027).

Note: The Town will maintain various manufacturer (materials) warranties and the contractor will remain responsible for a one-year labor and workmanship warranty.

The proposed Agreement was prepared by the Public Works Project Manager - Capital Projects and Public Works Director and reviewed by the Town's proposed contractor, LaPorta Contracting, LLC, the Grant Writer/Chief Public Information Officer, the Special Events Director, the Finance Director and the Town Attorney.

The Town has prior experience working with LaPorta Contracting, LLC and is familiar with the Contractor's performance on municipal projects. In addition to the Town's direct experience, staff's research identified multiple Florida municipalities that have awarded construction and roofing projects to

LaPorta Contracting, further demonstrating the Contractor's experience performing work for public-sector agencies. Based on the Town's previous experience and the Contractor's documented municipal project history, staff considers LaPorta Contracting, LLC to have relevant experience performing work of this nature for governmental entities.

Recommended Motion:

I move to approve Resolution 67-08-26 and authorize the Town to enter into a Construction Services Agreement with LaPorta Contracting, LLC for the Evergreen House Restoration & Preservation Project, consisting of Phase 2 interior improvements and limited Phase 1 exterior work, in the amount of \$300,000.00; and authorize the Mayor to execute the proposed Agreement.

RESOLUTION 67-08-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF LAKE PARK, FLORIDA AND LAPORTA CONTRACTING, LLC FOR EVERGREEN HOUSE RESTORATION & PRESERVATION CONSTRUCTION IMPROVEMENTS, FOR AN EFFECTIVE DATE.

WITNESSETH THAT:

WHEREAS, the Town is a municipality with such powers and authority as is enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town, has an interest in the restoration and preservation of their building assets and with grant assistance support the Town has an opportunity to address restoration and preservation needs at the Historical Evergreen House located at 601 U.S. Highway 1, and

WHEREAS, the Town contracted with an Historic Preservation Architectural firm, to perform a condition assessment of the Evergreen House and to develop a construction ready set of Architectural & Engineering plans for specific direction with the restoration and preservation work, and

WHEREAS, Town staff prepared solicitation documents and issued an Invitation to Bid (ITB #116-2026) for bid pricing proposals for required for the Evergreen House restoration and preservation work, and

WHEREAS, Town staff structured the ITB documents and project scope of work into two (2) phases, Phase 1, Exterior Building Hardening, and Phase 2, Building Interior Modifications, to better manage the relationship between available construction funding and proposed scope of work, and

WHEREAS, on Friday, June 26, 2026, the Town received two (2) responsive and compliant ITB bid proposal responses, both of which provided the phasing pricing as required per the bid documents, and

WHEREAS, after review and analysis a determination was made, that the bid pricing proposal submitted by LaPorta Contracting, LLC is compliant with the ITB requirements and is in the best interest of the Town; and

WHEREAS, the LaPorta Contracting bid pricing proposal includes the total work included in the Phase 2 – Building Interior Modifications scope of work, plus two work items from the Phase 1 – Building Exterior Hardening scope of work and one owner contingency allowance amount as per the following cost breakdown:

Phase 2 – Building Interior Modifications	\$ 190,070.90
Phase 1 - Exterior Building Hardening	
• Repair / Replace Exterior Wood Framing	\$ 6,627.50
• Exterior Cleaning / Patching / WP / Painting	\$ 32,027.70
Owner Contingency Allowance	<u>\$ 71,273.90</u>
Total Contract Amount:	\$ 300,000.00

The Owner Contingency Allowance is to be used only at the authorization and discretion of the Town of Lake Park and any unused allowance amounts shall be returned to the Town; and

WHEREAS, the Town Manager has recommended to the Town Commission that the Town enter into the Agreement with the Contractor, for the Evergreen House Construction Services.

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

Section 1: The above stated recitals are true and correct, and are incorporated herein.

Section 2: The Mayor is hereby authorized and directed to execute an Agreement with LaPorta Contracting, LLC, in the amount of Three Hundred Thousand Dollars (\$300,000.00) for the Evergreen House Restoration & Preservation work, a copy of the submitted proposal is attached hereto and incorporated herein.

Section 3: The Resolution shall take effect immediately upon its execution.

AGREEMENT

CONSTRUCTION SERVICES AGREEMENT FOR THE EVERGREEN HOUSE RESTORATION & PRESERVATION PROJECT

THIS AGREEMENT FOR THE EVERGREEN HOUSE RESTORATION & PERSERVATION PROJECT (AGREEMENT) is made and entered into this 19th day of August 2026, by and between the Town of Lake Park, a municipal corporation of the State of Florida, having an address of 535 Park Avenue, Lake Park, Florida, 33403 (“Town”) and LaPorta Contracting, LLC. having an address of 2821 East Commercial Boulevard, Suite 219, Fort Lauderdale, Florida 33308, (“Contractor”).

1. TERM AND OPTIONS

This term of the Agreement shall commence at upon its completed execution. Work shall not commence before the Town has issued formal notice to proceed and the contractor has secured and submitted proof of Insurance, Performance & Payment Bond and an approved Building Permit. Project duration shall be as stipulated in the ITB documents.

2. COST OF SERVICES

The agreement contract price to complete the work for the Evergreen House Restoration & Preservation project shall be **\$300,000.000**, as per the LaPorta Contracting, LLC bid proposal submitted in response to ITB #116-2026 and the terms of this agreement.

The Base Bid amount includes all work items identified under Phase 2, Interior Building Modifications and two work items identified under Phase 1, Exterior Building Hardening; the first being 1) Repair / Replace Exterior Wood Framing and the second being 2) Clean, Patching, Waterproofing & Painting

Phase 2 – Building Interior Modifications	\$ 190,070.90
Phase 1 - Exterior Building Hardening	
• Repair / Replace Exterior Wood Framing	\$ 6,627.50
• Exterior Cleaning / Patching / WP / Painting	\$ 32,027.70
Owner Contingency Allowance	\$ 71,273.90
Total Contract Amount:	\$ 300,000.00

Also included as part of the contract price is three project allowances, a construction contingency allowance of \$12,500.00, a building permit allowance of \$10,000.00 and an owner contingency allowance \$71,273.90. All three of the allowances are included as part of this agreement amount. These allowances are to be used at the owner’s discretion, and all unused allowance amounts will be returned to the owner.

3. LAWS AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Contractor shall comply with all federal, state, and local laws in the performance of this Agreement.

4. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications necessary to perform the Services, and shall obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the Services to be provided. Damages, penalties, and/or fines incurred by or imposed on the Town or Contractor for failure to obtain and maintain any required licenses, certifications, permits, and/or inspections shall be the responsibility of the Contractor.

5. SUBCONTRACTING

The Contractor shall not subcontract any portion of the work required by this Agreement without the prior written consent of the Town. Subcontracting without the prior consent of the Town shall constitute a material breach of the Agreement and may result in termination of the Agreement.

6. ASSIGNMENT

The Contractor shall not assign or transfer the Agreement, including any rights, title, or interest therein, or its power to perform the Services of this Agreement to any person, company, or corporation without the prior written consent of the Town. Assignment without the prior consent of the Town may result in termination of the Agreement.

7. RESPONSIBILITIES AS EMPLOYER

The employees of the Contractor shall be considered to be at all times its employees, and not an employees or agents of the Town. The Contractor shall provide physically competent employees capable of performing the work and licensed or certified as may be necessary to perform the Services. The Town may require the Contractor to remove any employee the Town deems to be unacceptable. All employees of the Contractor shall wear proper identification at all times while on Town properties.

It is the Contractor's responsibility to ensure that all its employees and any approved subcontractors comply with the employment regulations required by the United States Department of Homeland Security. The Town shall have no responsibility to check or verify the legal immigration status of any employee of the Contractor.

8. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the Town and its elected and appointed officers, employees, and agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Town or its elected or appointed officers, employees, or agents may incur as a result of any claims, fees, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall be responsible for paying all claims and losses, or fees in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature against the Town, for its negligence, act or omission, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit its responsibility to indemnify, keep and save harmless, and defend the Town or its elected and appointed officers, employees, and agents.

The Contractor shall have and maintain during the term insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the state of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Town shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates of insurance, including if requested by the Town policies or copies of policies by the Town or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town.

The selected Contractor must submit a current Certificate of Insurance, naming the Town as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Town upon expiration.

The selected Contractor shall provide insurance coverage as follows:

- a. WORKERS' COMPENSATION INSURANCE in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than (\$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.
- b. GENERAL LIABILITY INSURANCE with each occurrence limits of not less than \$1,000,000.
- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than \$500,000 per claim.

9. MODIFICATION OF AGREEMENT

The Agreement may only be modified by the mutual consent, as evidenced by a written amendment to the Agreement.

10. PAYMENTS

Application for payments shall be sent to the Public Works Department,

“Attention: Public Works Accounts Payable”
 Evergreen House Restoration & Preservation Project Project
 #116-2026
 640 Old Dixie Highway, Lake
 Park, Florida 33403,

Public Works will ensure that each application for payment is review for accuracy and then authorize the payment by the Town’s Finance Department, the pay application or invoice, or the return of an unacceptable pay application or invoice to submitter for revisions.

All applications for payment, with the exception of the application for FINAL payment shall reflect 10% retainage of the total value of work completed.

Each pay period shall be one calendar month ending on the last day of the month. The application shall be submitted on the 25th day of the month for the period covered.

11. TERMINATION FOR CONVENIENCE

The Town, at its sole discretion, reserves the right to terminate this Agreement for convenience and without cause upon providing 60 days advance written notice to the Contractor. Upon receipt of such notice, the Contractor shall not continue to provide the Services unless the Town shall have provided written authorization.

12. TERMINATION BY CONTRACTOR

The Contractor may terminate the Agreement before the expiration of the Term provided it gives 90 days written notice of its intention to do so. In the event of termination by Contractor, the Town may procure the required goods and/or services from any source and use any method deemed in its best interest to provide the Services. All re- procurement costs shall be borne by the Contractor.

13. ACCESS AND AUDIT OF RECORDS

The Town reserves the right to require the Contractor to submit to an audit by an auditor of the Town’s choosing at the Contractor’s expense of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours, or at such other places as mutually agreed to by the Town and Contractor.

The Contractor shall retain all records pertaining to this Agreement, and upon request, make them available to the Town for three (3) years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

14. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), which is authorized and empowered to review past, present, and proposed Town programs, contracts, transactions, accounts, and records. The OIG has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The OIG may, on a random basis, perform audits on all Town contracts.

15. BINDING EFFECT

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and authorized assigns.

16. SEVERABILITY

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

17. GOVERNING LAW AND VENUE

The enforcement of this Agreement shall be governed by and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida.

18. ATTORNEY'S FEES

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

19. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Town complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority and female-owned businesses to participate.

During the performance of this Agreement, Contractor shall not discriminate or permit discrimination in its hiring practices or in its performance of the Agreement. The Contractor shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the state of Florida, Palm Beach County and the federal government. The Contractor further acknowledges and agrees to provide the Town with all information and documentation that may be requested by the Town from time to time regarding the solicitation, selection, treatment, and payment of approved subcontractors, suppliers, and vendors in connection with this Agreement.

20. CONTRACT TIME

The contractor shall submit shop drawings for all products and materials to the Public Works Department within fifteen (45) business days of receipt of a Town Purchase Order.

Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced.

The number of days within which the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

The contract time is currently set at 100 calendar days to substantial completion, plus 45 days to final completion from the date of contract time commences.

(145 days' total contract time).

21. MINIMUM WAGE REQUIREMENTS

The Davis Bacon Act wage requirements do not apply to this project.

22. USE OF ASBESTOS

The use of asbestos containing materials is prohibited for this project.

23. ENTIRE CONTRACT

This Contract, the Invitation to Bid (ITB), including all exhibits, embodies the entire Contract and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous contract and understandings oral or written, relating to said subject matter. This Contract may only be modified by written amendment executed by the Town and the Contractor.

24. SCOPE OF WORK

Evergreen House Restoration & Preservation Project: ITB #116-2026

PROJECT SCOPE OF WORK:

PHASE 1: Exterior Building Hardening

Mobilization:

- Contractor shall secure an Approved Building Permit before commencing with any work. Contractor will be responsible for scheduling all required building inspections.
- Contractor to provide a Notice of Commencement recorded with the county before start of any work
- Kelsey Park is to remain open during construction activities. The Contractor shall make provisions for and provide barricades / cones / caution ribbon / signage / etc. as required for maintenance of pedestrian or vehicular traffic that may be impacted by construction activities
- Town will work with contractor to identify a staging area for material deliveries and storage.
- Contractor shall provide temporary sanitary facilities for workers. Site placement of port-o-let shall be coordinated with the Town.
- There is potable water available at the Evergreen House
- The electrical supply service to the Evergreen House will remain energized during construction operations. The Contractor can use this power for construction activities. Contractor shall engage power disconnect as required to accomplish construction activities in a safe manor.
- The Project is partially funded by a State Grant through the Division of Historical Resources.
Davis Bacon wage rates do not apply.

EXISTING ROOF REPLACEMENT

- ☐ Refer to Architectural Drawings T1.0, D1.0, A1.0, A1.1, A1.1a, A1.2, A1.3, A1.4, A2.0, A2.1, A2.1a, A2.2, & A2.3 for complete architectural specifications and scope of work.
- Refer to Structural Drawings S-0.0, S-1.0, S-1.1 & S-2.0 for complete structural specifications and scope of work.
- Remove existing roof and install new roof.
- See Architectural Design Plans (Sheet A1.1a) for roof plan, specifications and notes
- Contactor to provide necessary engineering, wind load calculations and product approvals included attachment methods and patterns in accordance with ASCE 7-16 and Florida Building Code 2020 7th Edition as required for permitting.
- Contractor shall provide all required material testing (pull tests, etc.) and Florida Product Approval (FPA) or Miami Date County Notice of Acceptance (NOA) for the proposed system as required.

GUTTERS AND DOWNSPOUTS:

- Building gutters and downspouts are to be installed new and will be pre-colored metal.
Painting of the gutters is not required.

REPLACEMENT OF EXTERIOR WINDOWS & DOORS WITH IMPACT RATED PRODUCT

- Refer to Architectural Drawings T1.0, D1.0, A1.0, A1.1, A1.1a, A1.2, A1.3, A1.4, A2.0, A2.1, A2.1a, A2.2, & A2.3 for complete architectural specifications and scope of work.
- Refer to Structural Drawings S-0.0, S-1.0, S-1.1 & S-2.0 for complete structural specifications and scope of work.
- Provide NOA for new window and door product as required for permitting
- Removal of existing windows
- Prepare window opening as required (bucks, etc) to accommodate engineered window installation requirements. Reconstruction of head, jambs and sill may be required. (see structural plans).
- Install new impact windows, caulk and seal new windows after installation
- Secure all required window buck and final window inspections
- Clean new installed window

REPAIR / REPLACE DAMAGED / ROTTED EXTERIOR FRAMING

- Refer to Architectural Drawings T1.0, D1.0, A1.0, A1.1, A1.1a, A1.2, A1.3, A1.4, A2.0, A2.1, A2.1a, A2.2, & A2.3 for complete architectural specifications and scope of work.
- Refer to Structural Drawings S-0.0, S-1.0, S-1.1 & S-2.0 for complete structural specifications and scope of work.
- Reconstruct framed roof canopy on south side (plan sheet A1.3) and Canopy framing details (plan sheet A2.2).
- Construct new crawl space cover – south side (plan sheet A1.3)
- Provide non-combustible filler at existing fire-place flue – north side (plan sheet A1.3)
- Reconstruct damage parapet – east elevation (plan sheet A1.4)
- Miscellaneous material removals / repairs / replacements as per project plans.

PRESSURE CLEAN, PATCH, WATER-PROOF AND PAINT THE BUILDING EXTERIOR

- **Cleaning:**
 - The project scope of work includes cleaning of all exterior building surfaces to remove dirt and mildew in preparation for painting prep and patch work.
 - Cleaning shall be performed using the gentlest method possible in accordance with SOI Standards.
 - Allow building to thoroughly dry after cleaning operations before starting with surface preparation and patching work.
- **Exterior Building Surface Preparation, Caulking and Patching:**
 - Contractor to perform a visual inspection of the building exterior to identify building cracks, chips and/or other defects or imperfections in the stucco or concrete building surface that are in need of surface preparation, patch or repair before beginning painting operations.
- **Exterior Doors and Windows:**
 - Contractor shall inspect the caulking/sealants at the newly installed doors and windows for perimeter caulk/sealant degradation; contractor shall remove and replace any compromised caulk/sealant.

Prime exterior doors and trim; Apply 2-coats of finish paint to doors and trim.

- **Building Exterior Painting:**

- Upon the completion of all preparation, caulking, patching and repair work painting operations should commence.
- The first coat shall be primer paint coat over all existing stucco, concrete and precast concrete surfaces.
- Apply two (2) coats of finish paint to the exterior surfaces as per plan and specifications.

Proposed Colors are: See Architectural Plan Sheet A2.0

Contractor shall submit paint samples for approval including providing an “on-building” paint sample of each color for Town approval.

- **Metal Railings:**

- The painting of the exterior handrails are included in this scope of work.

CONSTRUCT ADA SIDEWALK ACCESSIBLE ACCESS ROUTE

- Refer to Site Civil Drawings (11 plan sheets total) for complete Civil specifications and scope of work.
- Demolition and removal of existing sidewalk in preparation of constructing new sidewalk.
- Provide all required layout, excavation, grading and compaction necessary in the forming & pouring of the new ADA accessible sidewalks, integrated concrete curbs, concrete ramps and landings.
- Furnish, place and finish concrete for new walkways as per design plans.
- Upon completion of the sidewalk construction work, restore all disturbed areas back to their original condition.
- Contractor shall provide striping, symbols and signs for two (2) ADA parking stalls and a no parking area as indicated on Civil drawings plan sheet 8 of 11 (Boundary Survey Sheet 1 of 1).

PHASE 2: Building Interior Modifications

Mobilization:

- Contractor shall secure an Approved Building Permit before commencing with any work. Contractor will be responsible for scheduling all required building inspections.
- Kelsey Park is to remain open during construction activities. The Contractor shall make provisions for and provide barricades / cones / caution ribbon / signage / etc. as required for maintenance of pedestrian or vehicular traffic that may be impacted by construction activities
- Town will work with contractor to identify a staging area for material deliveries and storage.
- Contractor shall provide temporary sanitary facilities for workers. Site placement of port-o-let shall be coordinated with the Town.
- There is potable water available at the Evergreen House
- The electrical supply service to the Evergreen House will remain energized during construction operations. The Contractor can use this power for construction activities. Contractor shall engage power disconnect as required to accomplish construction activities in a safe manor.

- The Project is partially funded by a State
- Grant through the Division of Historical Resources
- **. Davis Bacon wage rates do not apply.**

PLUMBING IMPROVEMENTS

- Refer to Mechanical Plumbing Drawings P1.0, P2.0, P3.0 & P4.0 for complete plumbing specifications and scope of work.
- Project basis of work includes:
 - Demolition of existing plumbing, both domestic water and sanitary, to accommodate new installations
 - Modification of plumbing at exist restroom including all new fixtures to ADA compliance
 - Removal of existing HWH and installation of new HWH in a new location.
 - Modification of kitchen fixtures & trim.

HVAC AIR CONDITIONING IMPROVEMENTS

- Refer to Mechanical HVAC Drawings M1.0, M1.1, P2.0 & M3.0 for complete HVAC specifications and scope of work.
- Project basis of work includes:
 - Demolition of existing AC ductwork, diffusers and equipment to accommodate new installations
 - Installation of new AC ductwork, diffusers, exhaust fan and Ac equipment
 - Removal of existing HWH and installation of new HWH in a new location.
 - Ac contractor to coordinate with the GC as to the new concrete pad for the new Ac heat pump (see plan).
- Mechanical Contractor shall visit site to verify existing conditions. Notify Architect/Engineer of any discrepancies observed.

ELECTRICAL IMPROVEMENTS

- Refer to Electrical Drawings M1.0, M1.1, P2.0 & M3.0 for complete electrical specifications and scope of work.
- Project basis of work includes:
 - Demolition of existing wire, conduit, outlets, switches, trim, fixtures to accommodate new installations
 - Furnish and install new electrical wire, conduit, outlets, switches, trim, fixtures to provide a new updated electrical system. Work includes a new 200 amp service panel.
- Electrical Contractor shall visit site to verify existing conditions. Notify Architect/Engineer of any discrepancies observed.
- Note: the interior base board reconstruction required to accommodate the new wiring and electrical receptacles will be by others. (see sheet A2.2 Baseboard A & B).

INTERIOR MODIFICATIONS

- Refer to Architectural Drawings T1.0, D1.0, A1.0, A1.1, A1.1a, A1.2, A1.3, A1.4, A2.0, A2.1, A2.1a, A2.2, & A2.3 for complete architectural specifications and scope of work.
- Refer to Structural Drawings S-0.0, S-1.0, S-1.1 & S-2.0 for complete structural specifications and scope of work.

INTERIOR / EXTERIOR REPAIRS AS A RESULT OF IMPROVEMENT WORK

- Refer to Architectural Drawings T1.0, D1.0, A1.0, A1.1, A1.1a, A1.2, A1.3, A1.4, A2.0, A2.1, A2.1a, A2.2, & A2.3 for complete architectural specifications and scope of work.
- Refer to Structural Drawings S-0.0, S-1.0, S-1.1 & S-2.0 for complete structural specifications and scope of work.

Plans, Sketches and Related Documents that are included as part of this agreement are as follows:

- Invitation to Bid Documents (ITB #115-2026 Evergreen House Restoration & Preservation Project)
- EXHIBIT A: Architectural Plans
- EXHIBIT BA: Structural Plans
- EXHIBIT C: Plumbing Plans
- EXHIBIT D: Mechanical Plans
- EXHIBIT E: Electrical Plans
- EXHIBIT F: Civil Plans
- EXHIBIT G: Scope of Work
- EXHIBIT H: Required Bid Forms
- Addendum #1 ITB #116-2026 New Bid Form
- Addendum #2 ITB #116-2026 Window Contact
- Addendum #3 ITB #116-2026 Bid Time Extension
- Bid Proposal submitted by LaPorta Contracting, Inc.. in response to ITB #116-2026

PRICING BREAKDOWN

ITB #116-2026 EVERGREEN HOUSE RESTORATION & PRESERVATION:

LaPorta Construction:

Phase 2: Interior Building Modifications:

Indemnification:	\$ 10.00	
General Conditions	\$ 41,542.82	
Performance & Payment Bonds	\$ 3,405.71	
Interior Building Modifications		
Plumbing Improvements	\$ 26,510.00	
Mechanical (HVAC) Improvements	\$ 34,888.37	
Electrical Improvements	\$ 37,114.00	
Interior Modifications	\$ 24,100.00	
Construction Contingency	\$ 12,500.00	
Building Permit Allowance	<u>\$ 10,000.00</u>	
Total Phase 2 Bid Amount:		\$ 190,070.90

Phase 1: Exterior Building Hardening:

Repair / Replace Exterior Wood Framing	\$ 6,627.50	
Exterior Cleaning / Patching / WP / Painting	<u>\$ 32,027.70</u>	
Total Phase 2 Bid Amount:		\$ 38,655.20

Owner Contingency Allowance:

Construction Contingency Allowance	\$ 71,273.90	
Total Contingency Allowance:		\$ 71,273.90

Total Cost: \$ 300,000.00

25. PUBLIC RECORDS

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon the request of the Town's custodian of public records, provided the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.
- d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.
- e. IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year as stipulated below.

ATTEST:

TOWN OF LAKE PARK

By: _____

By: _____

Vivian Mendez, MMC
Town Clerk

Roger D. Michaud, Town Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

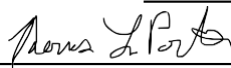
The foregoing instrument has been acknowledged before me this **19th day of August 2026** by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

LaPorta Construction, LLC
2821 East Commercial Boulevard
Suite 219
Fort Lauderdale, Florida 33308

Authorized Officer Name: Thomas LaPorta


Signature

Title: Owner

Date: 7/30/26

BID FORM**BIDDER:** LaPorta Contracting**PROJECT: Evergreen House Restoration & Preservation:****ITB #116-2026****DATE:** 6/26/26

THIS BID IS SUBMITTED TO: Town of Lake Park
 Town Clerk
 535 Park Avenue
 Lake Park, Florida, 33403

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for ninety (90) Days after the day of Bid opening. BIDDER will sign and submit the Agreement with Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

a. BIDDER has examined copies of the Invitation to Bid, Instructions to Bidders, all the Contract Documents and the following addenda (receipt of all which is hereby acknowledged):

DATE	ADDENDUM NUMBER
<u>5/28/26</u>	<u>1</u>
<u>6/8/26</u>	<u>2</u>
<u>6/12/26</u>	<u>3</u>

b. BIDDER has examined the Contract Documents, the site and locality where the Work is to be performed, the legal requirements (Federal, State and Local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

c. BIDDER has contacted local governments and agencies where the Work is to take place and determined all required permits, licenses and fees.

d. BIDDER has obtained and reviewed all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise, and which may affect the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

e. BIDDER has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3.1 of the General Conditions.

f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

g. BIDDER has given OWNER written notice of all conflicts, errors or discrepancies, if any, that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to BIDDER.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. a. BIDDER agrees to perform all the Work described in the Contract Documents, subject to adjustments as provided therein, for the Unit Sum BIDDER provided on the Price Schedule attached hereto as Schedule A.

b. If the Work is to be performed on a "unit price" basis, BIDDER understands and agrees that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only, not guarantees and are subject to either increase or decrease; that should the quantities of any of the items of Work be increased, BIDDER will perform the additional Work at the unit prices set out herein; that should the quantities be decreased, final payment shall be made on actual quantities completed at the unit prices; that it will make no claims for anticipated profits for any decrease in the quantities; that final quantities installed shall be determined by the ARCHITECT upon completion of the Work; and that OWNER may elect to construct only a portion of the Work covered by the Contract Documents and in such event, BIDDER will perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.

5. a. BIDDER agrees that the Work will be substantially complete within 100 calendar days from the date when the Contract Time commences, and will reach final completion and ready for final payment within 145 calendar days from the date when the Contract Time commences to run. 100 subst + 45 final = 145 calendar days total.

b. BIDDER accepts the provisions of the Agreement regarding liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

Required Forms are included in Exhibit H ----- Important

- a. **Bid Form**
- b. **Schedule of Bid Items**
- c. **Bid Bond,**
- d. **Questionnaire,**
- e. **List of Subcontractors,**
- f. **Debarred Firms**
- g. **Conflict of Interest Disclosure Form**
- h. **Drug Free Workplace Form**
- i. **Non-Collusion Affidavit**
- j. **Truth-In Negotiations Form**
- h. **Licenses / Insurance / W-9**

7. The terms used in this Bid which are defined in the General Conditions included as part of the Contract Documents have the meanings ascribed to them in the General Conditions.

8. BIDDER's Florida Contractor's License Number is

CCC1331235 & CGC1529763

9. BIDDER covenants that it is qualified to do business in the State of Florida.

10. The prices contained in the Bid Proposal shall include **all** costs necessary to provide the Work described in the Contract Documents, including, but not limited to, labor, materials, equipment, overhead, profit and insurance.

BIDDER understands that the OWNER reserves the right to reject any or all Bids in whole or in part, with or without cause, to waive any irregularities, variances, deviations, technical errors and informalities to the extent permitted by law or to accept the Bid which in its judgment best serves the public interest.

BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of Notice of Intent to Award, BIDDER will execute the formal contract attached and deliver it with a Public Construction Bond and a Certificate of Insurance evidencing conformance with the contract requirements as required by Article 5 of the General Conditions within fifteen (15) days. OWNER may draw upon the Bid Security to the full extent of its damages in the event the executed Contract, Public Construction Bond and Certificate of Insurance are not delivered within the time above set forth.

By submission of this Bid, each BIDDER certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other BIDDER or with any competition.

Bids will be compared on the basis of the TOTAL AMOUNT OF BID and Bidder's qualifications. Where the extended price differs from the unit price times the quantity, the unit price times the quantity will be accepted as the amount bid. The OWNER reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated or shown on the plans at any time during or before construction. Furthermore, the OWNER reserves the right to omit in its entirety any one or more items of the Contract without forfeiture of the remainder of the Contract and without suffering claims for loss of anticipated profits or any other claims by the Contractor at any time during or before construction, which claims are hereby waived.

Bidder is warned that the estimates of the quantities of the various items of work and materials as set forth in the proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract and work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

If BIDDER is:

AN INDIVIDUAL

By (sign here): _____

(Print Individual's Name): _____

doing business as _____

Business address: _____

Phone No. _____

A PARTNERSHIP

(Partnership Name)

By (sign here): _____

(Print General Partner's Name): _____

Business address: _____

Phone No. _____

A CORPORATION

(Corporation Name)

(State of Incorporation)

By (sign here): _____

(Print Name of Person Authorized to Sign): _____

Its: _____

(Print Title of Person Signing if other than the president or vice president, attach evidence of individual's authority to sign)

Business address: _____

Phone No. _____

A LIMITED LIABILITY COMPANY

LaPorta Contracting

(LLC Name)

By (Sign here): Thomas LaPorta(Print Name of Person Signing): Thomas LaPortaIts: Owner

(If other than manager, attach evidence of individual's authority to sign)

2821 East Commercial Blvd Ste 219, Fort Lauderdale, FL 33308

(Address)

Phone No. (954) 604-4602**A JOINT VENTURE**

(Joint Venture Name)

By (sign here):

(Print Name of Person Signing):

(Address)

Phone No.

By (sign here):

(Print Name of Person Signing)

(Address)

Phone No.

(Each joint-venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above as to that type of entity).

SCHEDULE OF BID ITEMS

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Pg 40

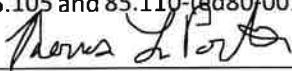
Thomas LaPorta - Owner

Name and Title of Contractor's Authorized Official

6/12/26

Date

The prospective bidder certifies, by submission and signature of this bid, that the bidder complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80,0013).



Signature of Contractor's Authorized Official

6/12/26

Date

ARTICLE 9
INDEMNIFICATION

- 9.1 The CONTRACTOR indemnifies and holds harmless OWNER, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work.

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ARCHITECT on their behalf,

OWNER:

TOWN OF LAKE PARK

By: _____

Roger Michaud, Mayor
Authorized Representative / Agent

(SEAL)

Attest: _____

Vivian Mendez, MMC
Town Clerk

Address for giving notices:

Town Clerk
535 Park Avenue
Lake Park, Florida, 33403

CONTRACTOR:

LaPorta Contracting

Business Name

By: _____

Title Owner

(SEAL)

Attest: _____
Kirstin Heinrich
Florida Notary Public



THOMAS LAPORTA
Agent for service in process

(If CONTRACTOR is a corporation,
attach evidence of authority to sign).

LICENSE NO: CG01529763



TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403

PROJECT:
Evergreen House Restoration & Preservation

ITB#: 116-2026

ADDENDUM #1:

May 28, 2026

Question 1: *"There appears to be a bid item numbering issue on the SCHEDULE OF BID ITEMS" that have been included in the Exhibit H – Required bid form package.*

Response: Numbering issue acknowledged. Attached with the Addendum #1 are revised SCHEDULE OF BID ITEMS, (pages 6 & 7)

Phase 1: Exterior Building Hardening and Phase 2: Interior Building Modifications.

The revised SCHEDULE OF BID ITEMS sheets are to be included in your bid package submittal; they are issued to replace the sheets previously included in the bid document package

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

Failure to return this addendum with your proposal submittal will be cause for disqualification.

Issued By: Town of Lake Park, Office of the Town Clerk

Date: 6/12/26

Signed By: Laura Weidgans
Digitally signed by Laura Weidgans
 DN: cn=Laura Weidgans, o=Town of Lake Park,
 ou=Deputy Town Clerk,
 email=laura.weidgans@lakeparkflorida.gov, c=US
 Date: 2026.06.12 15:45:18 -0400

Laura Weidgans
 Deputy Town Clerk

Bidder Acknowledgement of Receipt of Addendum #1:

Company Name: LaPorta Contracting

Authorized Signature: Thomas LaPorta

Print Name: Thomas LaPorta

Title: Owner

Date: 6/12/26

End of Addendum No. 1

REVISED**SCHEDULE OF BID ITEMS**

Evergreen House Restoration & Preservation
ITB # 116-2026

BID AMOUNT EXTENDED COSTS**PHASE 1: EXTERIOR BUILDING HARDENING**

1	INDEMIFICATION: (Phase 1)	1	L.S.	\$ 10.00
2	GENERAL CONDITIONS: (Phase 1) Project Management, Mobilization, Engineering Documents for Permitting, Temporary Toilets, MOT, Temporary Protections, Temporary Fencing Materials Testing, Licenses & Insurances, Warranties, etc.	1	L.S.	\$
3	PERFORMANCE AND PAYMENT BONDS: (Phase 1) (only applicable if proposed BASE BID price exceeds \$100,000.00)	1	L.S.	\$
4	EXTERIOR BUILDING HARDENING (Phase 1)			
	Roof Replacement	1	L.S.	\$
	Gutters & Downspouts	1	L.S.	\$
	Exterior Doors & Windows Replacement	1	L.S.	\$
	Repair / Replace Exterior Wood Framing	1	L.S.	\$
	Exterior Pressure Cleaning / Patching / Waterproofing & Painting	1	L.S.	\$
	Site Sidewalks for ADA Access to Building	1	L.S.	\$
5	CONSTRUCTION CONTINGENCY: (Phase 1) (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ 12,500.00
6	BUILDING PERMIT (Town of Lake Park) (Phase 1) (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ 10,000.00

PHASE 1: TOTAL BASE BID ITEMS 1 THRU 6
\$

Numeric Amount

Written Amount \$

Written Amount

WARRANTY: Labor & Workmanship Warranty _____ years

Materials Warranty: _____ years

PHASE 2: INTERIOR BUILDING MODIFICATIONS

- | | | | | |
|---|--|---|-----------|--------------|
| 1 | INDEMIFICATION: (Phase 2) | 1 | L.S. | \$ 10.00 |
| 2 | GENERAL CONDITIONS: (Phase 2)
Project Management, Mobilization, Engineering Documents for Permitting,
Temporary Toilets, MOT, Temporary Protections, Temporary Fencing
Materials Testing, Licenses & Insurances, Warranties, etc. | 1 | L.S. | \$ |
| 3 | PERFORMANCE AND PAYMENT BONDS: (Phase 2)
(only applicable if proposed BASE BID price exceeds \$100,000.00) | 1 | L.S. | \$ |
| 4 | INTERIOR BUILDING MODIFICATIONS (Phase 2) | | | |
| | Plumbing Improvements | 1 | L.S. | \$ |
| | Mechanical (HVAC) Improvements | 1 | L.S. | \$ |
| | Electrical Improvements | 1 | L.S. | \$ |
| | Interior Modifications | 1 | L.S. | \$ |
| 5 | CONSTRUCTION CONTINGENCY: (Phase 2)
(Allowance amount to be used at the discretion of the owner
Any unused allowance shall be returned to the owner) | 1 | Allowance | \$ 12,500.00 |
| 6 | BUILDING PERMIT (Town of Lake Park) (Phase 2)
(Allowance amount to be used at the discretion of the owner
Any unused allowance shall be returned to the owner) | 1 | Allowance | \$ 10,000.00 |

PHASE 2: TOTAL BASE BID ITEMS 1 THRU 6 \$

Numeric Amount

Written Amount \$

Written Amount

WARRANTY: Labor & Workmanship Warranty _____ years

Materials Warranty: _____ years

Submitted By: _____ Title: _____

Signature of Firm Representative

Name of Firm: _____

Firm Address: _____

Date: _____ E-mail Address: _____

Firm Telephone No.: _____



TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403

PROJECT:
Evergreen House Restoration & Preservation
ITB#: 116-2026

ADDENDUM #2:

June 08, 2026

Information Statement:

During the Evergreen Design phase, the Architect had contacted a local vendor for information and budget pricing on the window and door replacement work.
 We are providing the company name and contact information should you want to contact them for information and or pricing related to this project.

Coastal Windows and Doors, LLC
8300 Resource Drive
West Palm Beach, Florida 33404

Ken Griffiths
(561) 727-4427
Ken@CoastalWindows.biz

Proposers must acknowledge receipt of this Addendum No. 2 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

Failure to return this addendum with your proposal submittal will be cause for disqualification.

Issued By: Town of Lake Park, Office of the Town Clerk

Date: 6/12/26

Signed By: Vivian Mendez, MMC
Digitally signed by Vivian Mendez, MMC
 DN: cn=Vivian Mendez, MMC, o=Town of Lake Park, ou=Town
 Clerk, email=vivianmendez@lakeparkflorida.gov, c=US
 Date: 2026.06.18 10:40:52 -0400

Vivian Mendez, MMC
 Town Clerk

Bidder Acknowledgement of Receipt of Addendum #1:

Company Name: LaPorta Contracting

Authorized Signature: *Thomas LaPorta*

Print Name: Thomas LaPorta

Title: Owner

Date: 6/12/26



TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403

PROJECT:
Evergreen House Restoration & Preservation

ITB#: 116-2026

ADDENDUM #3:

June 12, 2026

BID RESPONSE DUE DATE TIME EXTENSION:

Addendum #3 provides for a TIME EXTENSION to the Bid Response Due Date for project ITB #116-2026; the revised (new) Bid Response Due Date is as follows.

NEW BID RESPONSE DUE DATE FRIDAY, June 26, 2026 at 2:00 pm

Responses for this project shall be submitted and received digitally via DemandStar at www.demandstar.com

Proposers must acknowledge receipt of this Addendum No. 3 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

Failure to return this addendum with your proposal submittal will be cause for disqualification.

Issued By: Town of Lake Park, Office of the Town Clerk

Date: 6/17/26

Signed By: Laura Weidgans
Digitally signed by Laura Weidgans
 DN: cn=Laura Weidgans, o=Town of Lake Park,
 ou=Deputy Town Clerk,
 email=laura.weidgans@lakeparkfl.com, c=US

Laura Weidgans
 Deputy Town Clerk

Bidder Acknowledgement of Receipt of Addendum #3:

Company Name: LaPorta Contracting

Authorized Signature: *Thomas LaPorta*

Print Name: Thomas LaPorta

Title: Owner

Date: 6/17/26

REVISED**SCHEDULE OF BID ITEMS**

Evergreen House Restoration & Preservation
ITB # 116-2026

BID AMOUNT EXTENDED COSTS**PHASE 1: EXTERIOR BUILDING HARDENING**

1	INDEMIFICATION: (Phase 1)	1	L.S.	\$ 10.00
2	GENERAL CONDITIONS: (Phase 1) Project Management, Mobilization, Engineering Documents for Permitting, Temporary Toilets, MOT, Temporary Protections, Temporary Fencing Materials Testing, Licenses & Insurances, Warranties, etc.	1	L.S.	\$ 41,542.82
3	PERFORMANCE AND PAYMENT BONDS: (Phase 1) (only applicable if proposed BASE BID price exceeds \$100,000.00)	1	L.S.	\$ 5,115.97
4	EXTERIOR BUILDING HARDENING (Phase 1)			
	Roof Replacement	1	L.S.	\$ 27,223.69
	Gutters & Downspouts	1	L.S.	\$ 602.50
	Exterior Doors & Windows Replacement	1	L.S.	\$ 44,909.34
	Repair / Replace Exterior Wood Framing	1	L.S.	\$ 6,627.50
	Exterior Pressure Cleaning / Patching / Waterproofing & Painting	1	L.S.	\$ 32,027.70
	Site Sidewalks for ADA Access to Building	1	L.S.	\$ 93,656.22
5	CONSTRUCTION CONTINGENCY: (Phase 1) (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ 12,500.00
6	BUILDING PERMIT (Town of Lake Park) (Phase 1) (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ 10,000.00

PHASE 1: TOTAL BASE BID ITEMS 1 THRU 6
\$ 274,215.72

Numeric Amount

Written Amount \$ Two hundred seventy-four thousand two hundred-fifteen dollars and seventy-two cents
Written Amount

WARRANTY: Labor & Workmanship Warranty One (1) years

Per manufacturer
Materials Warranty: specifications years

PHASE 2: INTERIOR BUILDING MODIFICATIONS

1	INDEMIFICATION: (Phase 2)	1	L.S.	\$ 10.00
2	GENERAL CONDITIONS: (Phase 2) Project Management, Mobilization, Engineering Documents for Permitting, Temporary Toilets, MOT, Temporary Protections, Temporary Fencing Materials Testing, Licenses & Insurances, Warranties, etc.	1	L.S.	\$ 41,542.82
3	PERFORMANCE AND PAYMENT BONDS: (Phase 2) (only applicable if proposed BASE BID price exceeds \$100,000.00)	1	L.S.	\$ 3,405.71
4	INTERIOR BUILDING MODIFICATIONS (Phase 2) Plumbing Improvements	1	L.S.	\$ 26,510.00
	Mechanical (HVAC) Improvements	1	L.S.	\$ 34,888.37
	Electrical Improvements	1	L.S.	\$ 37,114.00
	Interior Modifications	1	L.S.	\$ 24,100.00
5	CONSTRUCTION CONTINGENCY: (Phase 2) (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ 12,500.00
6	BUILDING PERMIT (Town of Lake Park) (Phase 2) (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ 10,000.00

PHASE 2: TOTAL BASE BID ITEMS 1 THRU 6 \$ 190,070.90

Numeric Amount

Written Amount \$ One hundred ninety thousand seventy dollars and ninety cents

Written Amount

WARRANTY: Labor & Workmanship Warranty _____ years

Materials Warranty: _____ years

Submitted By: Thomas LaPorta Title: Owner
Signature of Firm Representative

Name of Firm: LaPorta Contracting

Firm Address: 2821 East Commercial Blvd Ste 219, Fort Lauderdale, FL 33308

Date: 6/26/26 E-mail Address: thomas@laportacontracting.com

Firm Telephone No.: (954) 604-4602

BOND NO. Bid Bond**BID BOND**

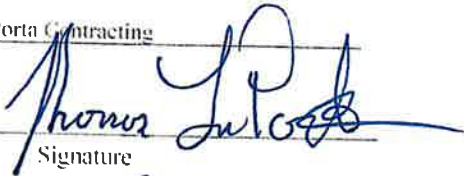
KNOW ALL MEN BY THESE PRESENTS, we, LaPorta Contracting a Florida corporation with a principal business address of 2821 E Commercial Blvd., Ste 219, Fort Lauderdale, FL 33308 as Principal, and Merchants National Bonding, Inc. a Iowa corporation with a principal business address of P.O. BOX 14498, DES MOINES, IA 50306

, as Surety, are bound to Town of Lake Park, as Obligor, whose address is 535 Park Avenue, Lake Park, Florida, 33403, in the sum of Five Percent of Amount Bid, payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

WHEREAS, the Principal is herewith submitting its bid for ITB 116-2026 - Evergreen House Restoration & Preservation

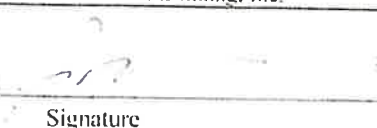
THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract with the Obligor in accordance with the terms and conditions of the bid and Contract Documents and shall give a good and sufficient Public Construction Bond and proper evidence of insurance to secure the performance of the contract, or in the event of the failure of the Principal to enter into such contract and give such bond and evidence of insurance, the Principal and Surety shall pay to the Obligor the damages which the Obligor may suffer by reason of such failure, including but not limited to, (1) the difference between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, whether by accepting a different bid or by rebidding the Work and accepting a bid from the rebid process, or (2) the administrative, legal, accounting and independent consultant expenses incurred by the Obligor in the bid process, in the event that the Obligor in good faith elects not to contract with another party to perform the Work, all of which damages shall not exceed the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed and sealed this 26th day of June, 2026.

PRINCIPAL:LaPorta ContractingBy: 

Signature

Thomas LaPorta, Owner/President
Name President

SURETY:Merchants National Bonding, Inc.By: 

Signature

Jarrett Merlucci, Attorney-In-Fact
Name Attorney-in-Fact

Surety Phone No.: 515-243-8171

MERCHANTS BONDING COMPANY, INC. POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charles D Nielson; Christian Collins; David R Hoover; Eduardo Menendez; Jarrett Merlucci; Michael Megahan; Michael Moyer; Taylor Rosenhaus

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of March 2025

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

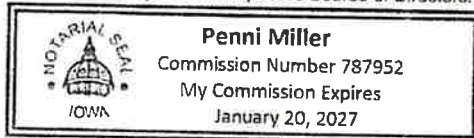
By

Larry Taylor
President



STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of March 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of June 2026



Elisabeth Sandersfeld
Secretary

POA 0018 (6/24)

QUESTIONNAIRE

The BIDDER's responses to the following questions/requests will assist the OWNER in evaluating whether the bidder is qualified, responsive and responsible. Incomplete, inadequate or false responses may, at the OWNER'S sole discretion and consistent with Florida law, be cause for Bid rejection. The undersigned, under penalty of perjury, attests to the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a General Contractor?
10 years

2. Provide information for at least three projects that your firm has completed that are of similar nature to this project.
 Provide for each project include the project name, the name of the client for whom that work was completed, the date of the project and a name and contact number for Owner or Owner's representative.
Diocese of Pensacola Tallahassee - Roofing & structural - Little Flowers School, St Joes, St Anne, Cathedral of Sacred Heart. Tom Martin 850-435-3535
Town of Lake Park - Roofing & structural - Town Hall, Library & Pro Shop. John Wille 561-881-3345 ext 647
Bridgeview Condo Association - Roofing & structural - Joe Kessler 561-577-3927

3. Have you ever failed to complete work awarded to you; if so, where and why?
No

4. Have an agent or employee of the company personally inspected the Evergreen House in connection to the proposed work? Yes

5. State the true, exact, correct and complete name of the partnership, corporation, limited liability company or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - a. The correct name of BIDDER is Thomas LaPorta - LaPorta Contracting

 - b. The address or principal place of business is:
2821 East Commercial Blvd Ste 219, Fort Lauderdale, FL 33308

 - c. The names of the corporate officers, or managers, or partners, or individuals doing business under a trade name are as follows:

Thomas LaPorta
Name

Owner
Title

Name

Title

I hereby attest, under penalty of perjury, the truth and accuracy of the foregoing information.

(Sign here) Thomas LaPorta

Name: 6/12/26

LIST OF SUBCONTRACTORS

N/A

List proposed major trade subcontractor to be used on the Project (i.e. roofing / plumbing / air conditioning / electrical).

1. Name of Firm _____
Address _____
Work to be performed: _____
2. Name of Firm _____
Address _____
Work to be performed: _____
3. Name of Firm _____
Address _____
Work to be performed: _____
4. Name of Firm _____
Address _____
Work to be performed: _____
5. Name of Firm _____
Address _____
Work to be performed: _____
6. Name of Firm _____
Address _____
Work to be performed: _____

DEBARRED FIRMS

The undersigned hereby certifies that the firm of LaPorta Contracting
has not and will not award a subcontract, in connection with any contract awarded to it as the result
of this bid, to any firm that has been debarred for non-compliance with the Federal Labor Standards,
Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended or any other Federal
Law.

LaPorta Contracting

Name of Firm Submitting Bid



Signature of Authorized Official

Owner

Title

6/17/26

Date

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

 X

To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

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

Acknowledged by:

LaPorta Contracting

Firm Name



Signature

Thomas LaPorta

Name and title (Print or Type)

6/12/26

Date

DRUG-FREE WORKPLACE

LaPorta Contracting is a drug-free workplace and has a
(Company Name)
Substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

LaPorta Contracting

Firm Name



Signature

Thomas LaPorta - Owner

Name and title (Print or Type)

6/12/26

Date

NON-COLLUSION AFFIDAVITSTATE OF FLORIDACOUNTY OF BROWARD

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

- a. He/She is Owner of LaPorta Contracting, the Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: (ITB) # 116-2026 Title: Evergreen House Restoration & Preservation

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation. Such

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

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

- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Thomas LaPorta
Signature

Subscribed and sworn to (or affirmed) before me this 18 day of June, 2026, by

Thomas LaPorta, who is personally known to me or who has produced
_____, as identification.

SEAL

Notary Signature Kirstin HeinrichNotary Name: Kirstin HeinrichNotary Public (State): FloridaMy Commission No.: HH 806866Expires on: May 26, 2030

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: Thomas LaPorta 

Title: Owner

Date: 6/12/26



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LAPORTA, THOMAS J

LAPORTA CONTRACTING LLC
3015 N OCEAN BLVD 12G
FORT LAUDERDALE FL 33308

LICENSE NUMBER: CCC1331235

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LAPORTA, THOMAS J

LAPORTA CONTRACTING LLC
3015 N OCEAN BLVD 12G
FORT LAUDERDALE FL 33308

LICENSE NUMBER: CGC1529763

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/22/2024

Do not alter this document in any form.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LAPORTA, THOMAS J

LAPORTA CONTRACTING LLC
3015 N OCEAN BLVD 12G
FORT LAUDERDALE FL 33308

LICENSE NUMBER: CGC1529763

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/03/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LAPORTA, THOMAS J

LAPORTA CONTRACTING LLC
3015 N OCEAN BLVD 12G
FORT LAUDERDALE FL 33308

LICENSE NUMBER: CCC1331235

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/03/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829
VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Business Name: LAPORTA CONTRACTING LLC

Receipt #: 180-323009
Business Type: GENERAL CONTRACTOR (CERTIFIED
 GENERAL CONTRACTOR)

Owner Name: LAPORTA THOMAS J
Business Location: 3015 N OCEAN BLVD APT 12G
 FT LAUDERDALE
Business Phone: 954-604-4602

Business Opened: 04/01/2016
State/County/Cert/Reg: CGC1529763
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals		
		1				
	For Vending Business Only					
	Number of Machines:		Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	2.70	0.00	0.00	29.70
Receipt Fee		27.00				

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

LAPORTA CONTRACTING LLC
 3015 N OCEAN BLVD APT 12G
 FORT LAUDERDALE, FL
 33308-7305

Receipt # WWW-25-00000065
Paid 10/01/2025 29.70

2025 - 2026**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829
VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Business Name: LAPORTA CONTRACTING LLC

Receipt #: 180-323009
Business Type: GENERAL CONTRACTOR (CERTIFIED
 GENERAL CONTRACTOR)

Owner Name: LAPORTA THOMAS J
Business Location: 3015 N OCEAN BLVD APT 12G
 FT LAUDERDALE
Business Phone: 954-604-4602

Business Opened: 04/01/2016
State/County/Cert/Reg: CGC1529763
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals		
		1				
Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost
27.00	0.00	0.00	2.70	0.00	0.00	29.70

Receipt # WWW-25-00000065
Paid 10/01/2025 29.70

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026**Business Name:** LAPORTA CONTRACTING LLC**Receipt #:** 185-290716
Business Type: ROOFING/SHEET METAL CONTRACTOR
(CERTIFIED ROOFING CONTRACTOR)**Owner Name:** LAPORTA, THOMAS J
Business Location: 3015 N OCEAN BLVD APT 12G
FT LAUDERDALE
Business Phone: 9546044602**Business Opened:** 04/01/2016
State/County/Cert/Reg: CCC1331235
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals		
		1				
	For Vending Business Only					
	Number of Machines:		Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	2.70	0.00	0.00	29.70
Receipt Fee		27.00				

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:LAPORTA CONTRACTING LLC
3015 N OCEAN BLVD APT 12G
FORT LAUDERDALE, FL
33308-7305**Receipt #** WWW-25-00000063
Paid 10/01/2025 29.70**2025 - 2026****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026**Business Name:** LAPORTA CONTRACTING LLC**Receipt #:** 185-290716
Business Type: ROOFING/SHEET METAL CONTRACTOR
(CERTIFIED ROOFING CONTRACTOR)**Owner Name:** LAPORTA, THOMAS J
Business Location: 3015 N OCEAN BLVD APT 12G
FT LAUDERDALE
Business Phone: 9546044602**Business Opened:** 04/01/2016
State/County/Cert/Reg: CCC1331235
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals		
		1				
Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost
27.00	0.00	0.00	2.70	0.00	0.00	29.70

Receipt # WWW-25-00000063
Paid 10/01/2025 29.70

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026**Business Name:** LAPORTA CONTRACTING LLC**Receipt #:** 189-280386
Business Type: ALL OTHER TYPES CONTRACTOR
(CERTIFIED BUILDING CONTRACTOR)**Owner Name:** LAPORTA, THOMAS J
Business Location: 3015 N OCEAN BLVD APT 12G
FT LAUDERDALE
Business Phone: 9546044602**Business Opened:** 04/01/2016
State/County/Cert/Reg: CCC1331235
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals		
		1				
	For Vending Business Only					
	Number of Machines:		Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	2.70	0.00	0.00	29.70
Receipt Fee			27.00			

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FORT LAUDERDALE, FL
33308-7305**Receipt #** WWW-25-00000063
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115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

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State/County/Cert/Reg: CCC1331235
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals			
		1					
Signature	For Vending Business Only						
	Number of Machines:			Vending Type:			
	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
	27.00	0.00	0.00	2.70	0.00	0.00	29.70

Receipt # WWW-25-00000063
Paid 10/01/2025 29.70



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2026

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

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

PRODUCER FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME: FrankCrum Certificate Department PHONE: (727) 799-1229 FAX: E-MAIL ADDRESS: certs@frankcrum.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC#</th> </tr> <tr> <td>INSURER A: Frank Winston Crum Insurance Company</td> <td>11600</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURERS(S) AFFORDING COVERAGE	NAIC#	INSURER A: Frank Winston Crum Insurance Company	11600	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURERS(S) AFFORDING COVERAGE	NAIC#														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED FrankCrum L/C/F Laporta Contracting LLC 100 South Missouri Avenue Clearwater, FL 33756															

COVERAGES **CERTIFICATE NUMBER:** 1593919 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER						EACH OCCURENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ _____ \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE UNIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS MADE DED ☐ RETENTION \$						EACH OCCURENCE \$ AGGREGATE \$ _____ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC202600000	01/01/2026	01/01/2027	X PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 03/06/2023, coverage is for 100% of the employees of FrankCrum leased to Laporta Contracting LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER
CANCELLATION

TOWN OF LAKE PARK 535 Park Ave. Lake Park, FL 33403-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2026

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PRODUCER FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME: FrankCrum Certificate Department	
	PHONE: (727) 799-1229	FAX:
INSURED FrankCrum L/C/F Laporta Contracting LLC 100 South Missouri Avenue Clearwater, FL 33756	E-MAIL ADDRESS: certs@frankcrum.com	
	INSURERS(S) AFFORDING COVERAGE	
	INSURER A: Frank Winston Crum Insurance Company	NAIC# 11600
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1593919

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ _____ \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE UNIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$	
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC202600000	01/01/2026	01/01/2027	X PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000	

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	AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) LaPorta Contracting		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	5 Address (number, street, and apt. or suite no.). See instructions. 3015 N Ocean Blvd Unit 12G		Requester's name and address (optional)
6 City, state, and ZIP code Fort Lauderdale, FL 33308			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-			-		
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1/9/26
-----------	---	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.