



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, February 3, 2016,
Immediately Following the
Joint Library Board Workshop,
Lake Park Town Hall
535 Park Avenue

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

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

1. Proclamation Honoring Doris Bainter Tab 1
2. Proclamation and Presentation Honoring Blake K. Rane Tab 2

D. PUBLIC COMMENT:

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

E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of

these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

- 3. Regular Commission Meeting Minutes of January 20, 2016 Tab 3
- 4. Resolution No. 04-02-16 Amending the Town of Lake Park Position Titles, Job Codes and Pay Plan Tab 4
- 5. Correct Total Amount of New Server Request Approved on December 2, 2015 from \$15,476.51 to \$18,526.43. Tab 5
- 6. Resolution No. 05-02-16 Authorizing the Mayor to Execute a Revised Government Obligation Contract to Finance Two Sanitation Vehicles. Tab 6

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

- 7. Ordinance No. 02-2016 Creating Chapter 71 Entitled Murals, Providing for the Authorization of Building Owners within the Town's Community Redevelopment Area to display Murals on their Buildings Tab 7

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA CREATING CHAPTER 71 OF THE TOWN CODE ENTITLED "MURALS"; PROVIDING FOR THE AUTHORIZATION OF BUILDING OWNERS WITHIN THE TOWN OF LAKE PARK'S COMMUNITY REDEVELOPMENT AREA TO DISPLAY MURALS ON THEIR BUILDINGS; PROVIDING FOR THE CRITERIA TO BE APPLIED FOR THE DISPLAY OF MURALS ON BUILDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- 8. Ordinance No. 03-2016 Creating Article IV of Chapter 22 Entitled Panhandling Tab 8

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CREATING ARTICLE IV OF CHAPTER 22 ENTITLED "PANHANDLING"; PROVIDING FOR AN INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE REGULATION OF CERTAIN CONDUCT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

None

H. BOARD MEMBER NOMINATION:

- 9. Anthony "Tony" Bontrager - Nomination for appointment to the Library Board as a Regular Member Tab 9

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, February 17, 2016

Special Presentations /Reports

Proclamations

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 3, 2016

Agenda Item No. *Tab 1*

Agenda Title: Proclamation Honoring Doris K. Bainter

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

Approved by Town Manager *[Signature]* Date: 1-20-16

Paul M. Kibben
Name/Title HUMAN RESOURCES DIRECTOR

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

Summary Explanation/Background:

Code Compliance Officer Doris K. Bainter has been employed by the Town of Lake Park since January 29, 2007, and has submitted her resignation effective January 22, 2016, and the purpose of this agenda item is to honor her for her outstanding service to the Town of Lake Park.

**PROCLAMATION
IN HONOR OF DORIS K. BAINTER**

WHEREAS; Doris K. Bainter commenced her employment with the Town of Lake Park on January 29, 2007; and

WHEREAS; throughout her employment, Doris K. Bainter has diligently served the citizens of the Town of Lake Park as a Code Compliance Officer; and

WHEREAS; Doris K. Bainter has also distinguished herself by performing her duties with a high degree of independence and professionalism; and

WHEREAS; throughout her employment with the Town, Doris K. Bainter has often gone beyond the call of duty by accepting and performing additional duties and responsibilities and assisting other Town departments, for example by serving as a contributing member of the Town's Safety Committee and most recently by assisting with the rentals of Town facilities; and

WHEREAS; Doris K. Bainter has also assisted with special events such as the annual Holiday Tree Lighting and the Easter Egg Hunt; and

WHEREAS; the Town of Lake Park wishes to publicly recognize Doris K. Bainter for her accomplishments and as an esteemed member of the Community Development Department.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, James DuBois, Mayor of the Town of Lake Park, do hereby publicly recognize and commend Doris K. Bainter for her dedication and the services which she has rendered to this community and wish her well in her future endeavors.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 3rd day of February, 2016.

By: _____
Mayor James DuBois

ATTEST:


Vivian Mendez, Town Clerk



TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 3, 2016

Agenda Item No. *Tab 2*

Agenda Title: Proclamation and Presentation Honoring Blake K. Rane

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

Approved by Town Manager *[Signature]* Date: 1-20-16

Paula McKeithan-Turner
Name/Title
HUMAN RESOURCES DIRECTOR

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

Summary Explanation/Background:

Finance Director Blake K. Rane and his Finance Department staff are the recipients of the Certificate of Achievement for Excellence in Financial Reporting from The Government Finance Officers Association of the United States and Canada for the Town's Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2014. The purpose of this agenda item is two-fold:

- First, it is for the presentation to Mr. Rane of a Proclamation by the Town Commission; and
- Secondly, it is for the presentation to Mr. Rane of the Certificate of Achievement for Excellence in Financial Reporting by Ms. Shannon Ramsey-Chessman, Chief Operating Officer - Finance of the Palm Beach County Clerk and Comptroller.

**PROCLAMATION
IN HONOR OF BLAKE K. RANE**

WHEREAS; Blake K. Rane has served as the Finance Director for the Town of Lake Park since May 2, 2012; and

WHEREAS; in such capacity, Blake K. Rane and his Finance Department staff are responsible for ensuring that the Town's financial reporting policies and procedures are in compliance with government finance requirements; and

WHEREAS; Blake K. Rane and his Finance Department staff are the recipients of a Certificate of Achievement for Excellence in Financial Reporting from The Government Finance Officers Association of the United States and Canada for the Town's Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2014; and

WHEREAS; such Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting and its attainment represents a significant accomplishment by a government and its management; and

WHEREAS; the Town of Lake Park wishes to publicly recognize Blake K. Rane and his staff for such accomplishment.

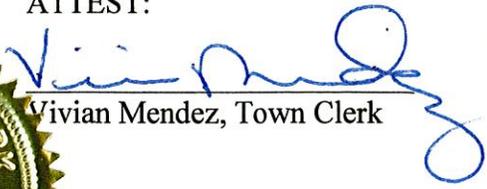
NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, James DuBois, Mayor of the Town of Lake Park, do hereby publicly recognize and commend Blake K. Rane and the Finance Department staff and congratulate them upon their receipt of this award.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 3rd day of February, 2016.

ATTEST:

By: _____
Mayor James DuBois




Vivian Mendez, Town Clerk



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**Town of Lake Park
Florida**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2014

Executive Director/CEO

Consent Agenda

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 3, 2016

Agenda Item No. *Tab 3*

Agenda Title: Regular Commission Meeting Minutes of January 20, 2016

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

Approved by Town Manager *J. D. [Signature]* **Date:** *1-26-16*

Vivian Mendez - Town Clerk

Name/Title

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

Summary Explanation/Background:

Recommended Motion:

To approve the Regular Commission Meeting Minutes of January 20, 2016.



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 20, 2015, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, January 20, 2015 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

SPECIAL PRESENTATIONS/REPORTS

1. Club 100 Charities Annual Report.

Mr. Harry Dryer, Club 100 Charities Director of Operations, presented the Club 100 Charities Annual Report. He explained that Club 100 Charities has operated at the Bethlehem Haitian Baptist Church for the past two (2) years. He gave statistical information regarding the outreach center (see Exhibit "A"). He stated that the after school program services 45 students for three-hours each night. The after school program focus and purpose was to assist each student with reading, homework, and help them improve their overall performance in school. He explained that they have athletic programs to keep the older students active. He stated that over the course of the third-year the outreach center would be working with the parents to assist them on preparing foods to feed their families. He stated that they have a food pantry and a clothes closet. These programs feed and clothes about 70 – 90 families. He explained the success of their summer program. Commissioner Rapoza asked how long families could receive assistance from the programs. Mr. Dryer stated that they do not ask the families their financial situation, so families could receive food items twice a month. The volunteers limit the amount of food they receive depending on the size of their family. Mayor DuBois commented that the after school, summer program, food pantry are all free services to the community. Mr. Dryer stated that they had to charge \$25 per student for the summer camp program last year in order to sustain the program the entire summer. He stated that Club 100 Charities gets programs up and running and then hands it over to either the owner or other entity to continue the programs. Vice-Mayor Glas-Castro asked if after this year Club 100 Charities would phase out of Lake Park. Mr. Dryer explained that they are trying to prepare the Church to take over the after school program. He stated that their target date was May 16, 2016. He stated that Club 100 Charities would continue to operate the program as long as it was needed. Their goal was to transfer the obligation, responsibility and ownership of the program. The Church does not have the contacts and resources to continue with the food pantry and clothes closet programs. He explained that the Palm Beach County Sheriff's Office has two (2) locations that need Club 100 Charities programs and would like things wrapped up in the Town of Lake Park so that they could move forward to those other locations. He encouraged the Town to become

members of the Police Athletic League (PAL), which was one of the organizations that assist with funding of their program. He suggested that by the Town becoming a member of PAL the Town could apply for grants and other resources to take over the program. Mayor DuBois explained that PAL could not work directly with the Town because the Town contracts with the Palm Beach County Sheriff's Office (PBSO) District 10. Therefore, in order for the Bethlehem Haitian Baptist Church to receive the benefits from PAL they would have to be channeled through the Town. He stated that the Town would become the member that would make the Town eligible for the benefits of PAL, whereas the Church itself would not get the benefits directly. Mr. Dryer explained what the Town would need, including staff, to run the program. He stated that the Town could be a stand-alone member. Mayor DuBois suggested that a meeting be set-up with PAL, so that staff could better understand what would be involved and expected from the Town. He explained to Mr. Dryer the budget process. Commissioner O'Rourke offered to attend the meeting with PAL. Mr. Dryer explained the possibilities of having a community center established where PAL could operate the programs necessary for the Town. He stated that Club 100 Charities wants to continue a relationship with Lake Park in a different capacity. The Commission thanked Mr. Dryer for his presentation.

2. Palm Beach County Sheriff's Office Citizen on Patrol (C.O.P) Quarterly Update Report.

Palm Beach County Sheriff's Office (PBSO) Deputy Abe Aksal gave the quarterly Rover statistical report from November 29, 2015 through January 17, 2016. He stated that District 1, 3, and 10 Rovers did a total of 1,040 miles and was pleasantly surprised that a total of 84 hours for the time period was in Lake Park with 128 hours throughout District 1 and 3. Therefore, out of a total of 128 hours 84 hours were in Lake Park. He provided the statistical report for picking up 43 snip signs and 64 park patrols. He reiterated that Lake Park received 84 out of 128 hours of patrol hours during the period covered. Commissioner Rapoza asked if the statistical report was for the whole quarter. Deputy Aksal stated that the report was from November 29, 2015 through January 17, 2016. Vice-Mayor Glas-Castro was surprised that the Town received only 84 hours when the Town once received over 1,000 hours of coverage. Deputy Aksal stated that he received the statistical report today. He expects that the numbers are higher. Commissioner Rapoza stated that the last report indicated that the month of December there were 64 hours patrolled. She was concerned that the Town was receiving 2 hours a day of patrols and the Town deserved to receive more. She stated that each time a quarterly report was made she voiced her concerns that the Town was not receiving enough coverage and no changes are made. Vice-Mayor Glas-Castro asked what needed to be done to change the amount of coverage the Town received. She asked if the Commission needed to direct the Town Manager to meet with the Sheriff to discuss the C.O.P program, and how effective it was, as part of the Town's contract. Town Manager D'Agostino explained that he has met with the Sheriff's Office regarding these issues and the lack of volunteers and regionalizing coverage. He explained that Lt. Vassalotti would like greater presence in the Town; unfortunately, the Town had no input into the decision of making the Rover program regionalized. He stated that he would meet with the Sheriff's Office staff and ask that they reestablish a District 10 C.O.P program. He explained that he has been working on this issue and has not had much success. Commissioner Rapoza explained that when the Town had its own C.O.P program that there was a strong recruitment

program and asked how they were recruiting. Deputy Aksal stated that at the last quarterly report meeting a request to have a link placed on the Town's website was made. Commissioner Rapoza stated that those available to volunteer do not have access to computers to apply on-line. She suggested that a strong presence be made in the Town to recruit volunteer. Deputy Aksal stated that PBSO has a recruitment team, led by Commander Tambar. He stated that he would make Commander Tambar aware of the concerns. Commissioner Rapoza expressed concerns with the availability of the vehicle and how some days the car just sits all day long untouched. Deputy Aksal stated that his understanding was that the Lake Park car, by contract, was not supposed to be taken out of Lake Park, but that he could be wrong. Vice-Mayor Glas-Castro stated that Captain Lindskoog had explained that the car would cover the entire district. Deputy Aksal stated that he would research the information and speak with his supervisor about the concerns and get back to the Commission. Commissioner Rapoza asked when could the Commission expect an update. Deputy Aksal stated that he was not aware who would provide the update and would find out if his superiors would respond to the Commission or if he would be responding to the Commission. Commissioner Rapoza stated that she did not want to wait several months before an update was provided to the Commission. Vice-Mayor Glas-Castro suggested to the Commission to direct the Town Manager to take action, speak with the Sheriff, get into our contract requirements, and find out what more needs to be done to make sure they are providing the service that the Town was expecting. Town Manager D'Agostino stated that he would make those arrangements to meet with the PBSO representatives. He stated that he would ask that the Town go back to being represented and patrolled as it was done in the past. He expressed concern that Lake Park volunteers were being asked to patrol other districts that they were unfamiliar with. Deputy Aksal stated that at the time he had the Lake Park unit, (he was no longer the Lake Park unit representative), but was presenting the report on behalf of his Captain, they had low membership and they were actively recruiting for members. He explained that the thought behind merging District 1, 3, and 10 was to gain additional volunteers for the unit, which worked. Deputy Aksal recapped the Commissioners concerns and the notice he would provide his supervisors. Commissioner Rapoza asked when could they expect an update. Lt. Vassalotti recommended that the Community Services Unit attend next month's meeting to respond to the Commissioners concerns.

PUBLIC COMMENT:

None

CONSENT AGENDA:

3. Regular Commission meeting minutes of January 6, 2016.

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

Commissioner O'Rourke apologized for not attending the last Commission meeting.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		

Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

PUBLIC HEARING(S) – ORDINANCE ON FIRST READING:

None

PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:

4. Ordinance No. 01-2016 Amending Chapter 10, Article IV – Noise Control to Better Define the Term “Open to the Public”.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 10, ARTICLE IV, SECTION 10-155(4) OF THE TOWN CODE, PERTAINING TO EXEMPTIONS FROM SOUND REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager D’Agostino explained the item (see Exhibit “B”). Mayor DuBois asked if the time could be changed from 10 p.m. to 9 p.m. Commissioner O’Rourke asked if the time limit be included as part of the Special Permit process. Town Manager D’Agostino explained that staff was trying to establish parameters that would be included in the Ordinance. He stated that staff does not want to be placed in a position where they are making the decision of the cut-off time for an event. Mayor DuBois clarified that if an event organizer wants the time extended then they would have to come before the Commission for that decision. Town Manager D’Agostino stated that the additional language could be included in the Ordinance.

Public Comment Opened:

None

Public Comment Closed:

Motion: Commissioner O’Rourke moved to approve Ordinance 01-2016 with the modification that if additional time were requested then the requestor must seek approval from the Commission in advance of the event; Vice-Mayor Glas-Castro seconded the motion.

Vote on Motion:

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

Motion passed 5-0

Attorney Baird read the Ordinance by title only.

OLD BUSINESS:

5. Resolution No. 03-01-16 to Support the Florida Felony/Murder Statute to include Death by Hit and Run by Vehicle or Vessel.

Town Manager D'Agostino explained the item (see Exhibit "C").

Motion: Commissioner O'Rourke moved to approve Resolution 03-01-16; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 5-0

NEW BUSINESS:

6. Sea School Request to Waiver Rental Fees for the Harbor Marina Meeting room.

Town Manager D'Agostino explained the item (see Exhibit "D"). Captain Jerry answered questions from the Commission. Commissioner Rapoza asked what was the youngest age a student could be to participate. Captain Jerry stated that a student had to be 18 years old. He gave some statistical information regarding the program. He stated that it took the Coast Guard several months to approve the Harbor Marina as a location. Commissioner O'Rourke asked what was the closest locations to Lake Park. Captain Jerry stated that they have a location in Ft. Lauderdale and Orlando. He stated that the headquarters was located in the St. Petersburg area. Commissioner Rapoza asked about how many students participate. Captain Jerry stated that the basic class typically has about 24 students that participate in the program. He explained that for this area he would not teach more than 14 students per class.

Motion: Commissioner O'Rourke moved to approve the Sea School request to waive rental fees for the Harbor Marina meeting room; Commissioner Flaherty seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D'Agostino provided an update on the Lake Park Scrub project. He stated that Palm Beach County's position was that they were not going to do just the north access parking lot without the south access parking lot. He asked the County representatives what would happen if they could not come to a resolution. What would happen to the Scrub area or the Town's ability to maintain the area or keep it. The response from the County was that they would continue to receive threatening emails from the State about the access parking lot since it had been a number of years since the County received the grant. He stated that the property could revert to the State. He stated that the County was hopeful that they could get both access points with the north access parking lot as the main access, but felt that south access parking lot would be most utilized. The Silver Beach Road access would be more accessible. Mayor DuBois expressed concern that the Lake Park Scrub would be a park for the City of Riviera Beach at the Town of Lake Park's expense. Vice-Mayor Glas-Castro expressed concern that the County would bully the Town into accepting the south access parking lot whether the Town wanted it or not. Town Manager D'Agostino stated that it was what he feared was the direction that the County would pursue. Mayor DuBois stated that the County would be contradicting their own management report. Vice-Mayor Glas-Castro asked if staff has met with the two (2) Palm Beach County Board of County Commissioners District Representatives regarding this situation lately. Mayor DuBois suggested that meetings be scheduled with Board of County Commissioner Taylor and Valeche. He stated that he took Board of County Commissioner Valeche on a tour of the Town many years ago and showed him where the north access point would work. Town Manager D'Agostino stated that meetings would be scheduled and asked the Commission to appoint a member to attend the meeting. Mayor DuBois volunteered. He asked that statistical information be produced regarding how many Palm Beach County funded parks, and Libraries' were located in the City of Riviera Beach versus the Town of Lake Park before the meetings are scheduled with the Board of County Commissioners.

Town Manager D'Agostino announced that the Library would be hosting a book sale on Saturday, January 23, 2016 from 9:00 a.m. until 2:00 p.m. He announced that the Sunset Celebration would be on Friday, January 29, 2016 from 6:00 p.m. until 9:00 p.m. at the Harbor Marina. He stated that a communication sheet would be placed at each of these events to solicit contact information from those that would like to receive information regarding the Town.

Commissioner O'Rourke thanked the Town Manager for putting together the presentation binder that they used while attending the Palm Beach County Day's event in Tallahassee. He stated that their goal was to get appropriation funds for the Lake Shore Drive drainage improvement project. He stated that the presentation binder made it easier for the legislators to understand the situation Lake Park was facing. He named a few of the legislators they met with to discuss the appropriations request. He stated that Senator Jeff Clemens and Senate Committee Head Haze were among the 14 legislators they met. He stated that the meeting with House Representative Irv Slosberg was interesting. Vice-

Mayor Glas-Castro thanked Commissioner O'Rourke for taking time off to attend the event. Commissioner O'Rourke was hopeful that something would happen, if not this year, then sometime in future years. Vice-Mayor Glas-Castro asked what were the next steps. Commissioner O'Rourke stated that the Town Manager has the schedule, but they were facing one issues, which was that House Representative Bobby Powell had not submitted the Town's request in a timely manner. He stated that there were some changes that have occurred in the districts and the Town may receive a new representative. He thanked staff for putting the packet together.

Commissioner Rapoza thanked Commissioner O'Rourke and the Town Manager for their efforts during Palm Beach County Day's. She congratulated Finance Director Blake Rane and his staff for receiving the Certificate of Achievement for Financial Excellence again.

Commissioner Flaherty had no comments.

Vice-Mayor Glas-Castro stated that on Christmas morning, she called 911 for the responses exercise and it took five (5) rings for dispatch to answer. She stated that she went along with the Town Manager on a tour of the dispatch center and was impressed with the number of personnel they have and was comfortable that the Town was receiving the appropriate level of service. She asked if there has been any abuse of overnight parking since the parking meters were removed. Town Manager D'Agostino stated that he has not been made aware and would ask staff. She announced that the Palm Beach County League of Cities meeting would be taking place next week. She stated that the Town of Cloud Lake and Glen Ridge had collaborated to host the event, which would be held at the Airport Hilton. Town Manager D'Agostino asked if the Town could collaborate with another City to host a meeting. The Commission agreed that it would be a great idea.

Mayor DuBois announced that the Board of County Commissioners had appointed him to the Impact Fee Review Board. As he reviewed the information provided about the Board, he gained a better understanding as to why the Town of Lake Park does not benefit from impact fees. He stated that the Town does not have growth of new buildings, County parks, or County Libraries. He asked the Impact Fee Review Board how the Town could benefit from exempting from impact fees and the benefit would be economic development. He gave a few examples of how impacts fees have hurt the Town. The Attorney assigned to the Board would review how the Town could benefit from being exempting. He stated that the City of Delray Beach and the City of West Palm Beach had created Resolutions to this effect. He asked for a copy of those Resolutions. Town Manager D'Agostino stated that he would obtain a copy of the Resolutions. Mayor DuBois stated that he would take the Resolution to the next Impact Fee Review Committee meeting. He stated that the next Impact Fee Review Committee meetings are February 3rd and 24th at the Vista Center.

Commissioner O'Rourke asked if the Business Development Board could be invited to the next Mixed-Use workshop. Town Manager D'Agostino stated that he would extend that invitation.

Mayor DuBois stated that the Village of North Palm Beach would be hosting a redevelopment charrette and would like the Town to attend. Town Manager D'Agostino stated that he and Community Development Director Nadia DiTommaso were scheduled to answer questions about the community for the charrette and would find out when it was being held.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner O'Rourke and seconded by Commissioner Rapoza, and by unanimous vote, the meeting adjourned at 8:40 p.m.

Mayor James DuBois

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2015



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 20, 2016, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

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

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

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

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

1. Club 100 Charities Annual Report

Tab 1

2. Palm Beach County Sheriff's Office Citizen on Patrol (C.O.P) Quarterly Update Report

Tab 2

D. **PUBLIC COMMENT:**

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

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

sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

3. Regular Commission Meeting Minutes of January 6, 2016

Tab 3

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

None

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

4. Ordinance No. 01-2016 Amending Chapter 10, Article IV – Noise Control to Better Define the Term “Open to the Public”.

Tab 4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 10, ARTICLE IV, SECTION 10-155(4) OF THE TOWN CODE, PERTAINING TO EXEMPTIONS FROM SOUND REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

H. OLD BUSINESS:

5. Resolution No. 03-01-16 to Support the Florida Felony/Murder Statute to include Death by Hit and Run by Vehicle or Vessel.

Tab 5

I. NEW BUSINESS:

6. Sea School Request to Waive Rental Fees for the Harbor Marina Meeting room.

Tab 6

J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

K. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, February 3, 2016



Town of Lake Park Town Commission

Agenda Request Form *Exhibit "A"*

Meeting Date: January 20, 2016

Agenda Item No. *Tab 1*

Agenda Title: Club 100 Charities Presentation

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

Approved by Town Manager *J. D'Agostino* Date: *1-8-16*
John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Club 100 Progress Report
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case JOD Please initial one.

Summary Explanation/Background:

Harry Drier, Club 100 Charities' Director of Operations, Harry Drier will present a report on the first three years of operation at the Bethlehem Haitian Baptist Church. He plans to discuss the items attached in the report. He will also discuss the progress of the Food and Cloths pantry, Community Garden and School Enterprises. He will also provide recommendations and needs for future programing in Lake Park.

Recommended Motion: None is required.

COMMUNITY OUTREACH CENTER---LAKE PARK FL.

REPORT OF PROGRESS AND SUGGESTIONS FOR IMPROVEMENT-November 4, 2015

Oct 7, 2015

Harry Drier, Club 100's Director of Lake Park Operations

The Club 100, in partnership with the Bethlehem Haitian Baptist Church, came to Lake Park with the urging of several leaders suggesting that there was a need for a center to assist children with school performance, respect for law enforcement, and gain calm between the various minority groups in the Lake Park and the Rivera Beach areas. The Club prepared a three year plan that focused on the following activities.

Year 1 (2013-2014) Open and operate a food pantry and clothes closet

Organize youth groups to work a plot in the Towns Community Garden

Year 11 (2014-2015) Open and operate a Summer Camp

Open and operate a after school program-children ages 8-12

Year 111 Begin programming for the upper middle school and high school students. To begin programming for parents in Lake Park.

Progress to date

Feeding and clothing the poor. We have over 290 families that come to our food pantry and clothes closet monthly. Weekly we feed over 75 families with enough food for a family of 6 for two meals. For the past two years the following represents our accomplishments:

Food 12,000 families fed 59,500 family members fed 205,000 food items provided with 35 volunteers.

Clothes--- 240 families 56,000 family members collectively and 80,000 items provided free

Community Garden 8,250 sq. feet donated by the Town Two youth groups of around 10 plus parents. Haitian Church and Juno Beach Church. Plant, fertilize, weed, harvest and give produce to the food pantry for distribution.

Summer Camps Have conducted two Year one 109 students for 40 days - Year two 45 students 40 days

Educational enrichment, recreational instruction and playing, arts and crafts, and motivational activities. Free breakfast and Lunch plus snacks daily. Total meals and snacks this summer free (5,400.00)

After School Programs 120 students to date 180 Days of operation. Homework assistance Reading assistance Computer lab Educational TV and electronic games Table games and recreational sports of soccer, tennis, billiards, volley ball, tag football, etc.

Adult Nutrition Classes In partnership with the Palm Beach Country Food Bank, we provide classes on cooking both Haitian and American food on the church property. To date 82 adults have or are participating. 45 minutes of cooking hands on and instruction. Families are then given a bag of food representing what they cooked that day to bring home and implement what they learned. All free. To date 656 home food packages have been provided.

Community Advisory Committee The club has organized an Advisory Committee of 10 community leaders who meet 6-8 times annually to guide the work and plans of the Community Outreach Center.

Community based Resource Development Committee 9 local leaders meet quarterly to guide the Club and its center on finding funds and in kind contributions to assure a continued operation of all the programs listed.

ISSUES OF CONCERN

1. Lack of adult volunteers We need 30 days of volunteer time weekly
2. Lack of funds for staff and supplies
3. Lack of community engagement
4. Lack public awareness of what we do

Suggestions for the Town

1. Need more participation of public employees in working with children
2. Need more Lake Park business owners to assist in providing funds or in-kind items
3. Need to become a National Police Athletic League member and become eligible for national and Country Sheriff's Office funding.
4. Continue to partner with the Towns Library and Recreation Departments.
5. Find ways of partnering with the Towns civil groups.
6. Need to be adopted by the Town Leadership for the work that the center provides.

Harry Drier, Club 100 Director of the Lake Park Community Outreach Center

drierh@aol.com 561 601 8211

Club 100 Charities

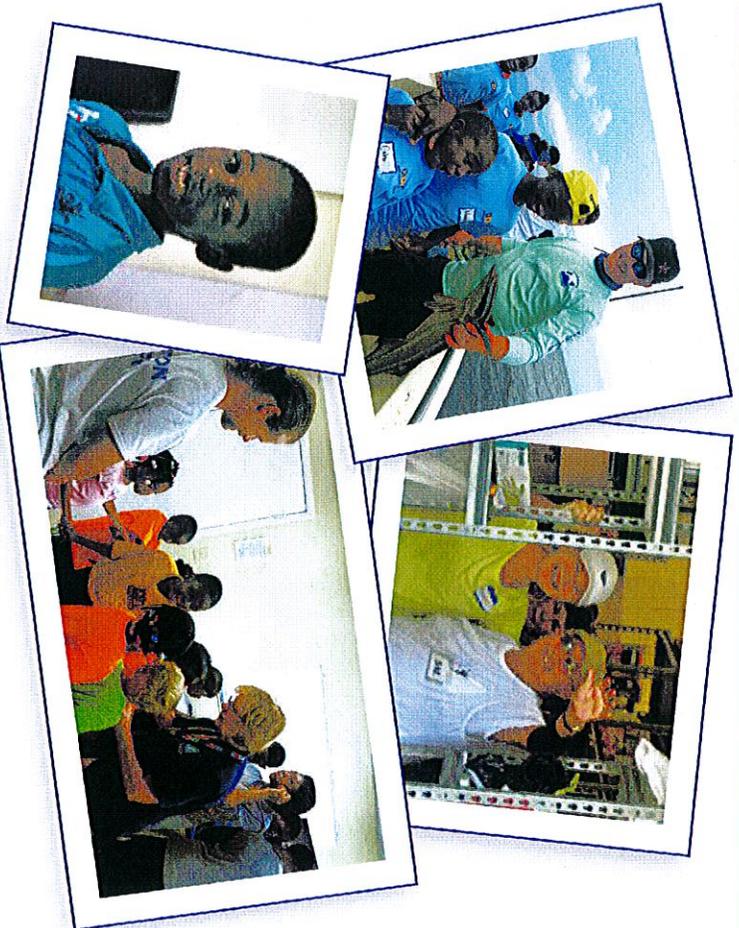
P.O. Box 13682

Palm Beach Gardens, FL 33420



We develop minds, bodies and life skills.

Community Outreach Center



A safe, fun, educational place for the children of Lake Park and Riviera Beach and a helping hand for their families



Operated by:

Club 100 Charities in partnership with Bethlehem Haitian Baptist Church,
the Town of Lake Park and the Palm Beach Sheriff's Office
All services and programs are free for registered families
425 Crescent Drive, Lake Park, FL 33403, 561-863-0052
www.club100usa.org

We develop minds, bodies and life skills.



WHO WE ARE

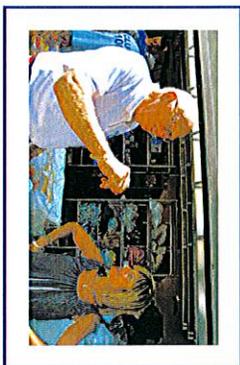


Club 100 Charities, Inc. celebrated its 10-year anniversary in 2014 as a faith-based organization with a membership that includes Lutherans, Catholics, Jews, Muslims, Baptists and non-believers. All members are volunteers who do all of the work, which means no overhead and all funds raised and grants received are used for programming. Fully 90 percent of operating capital comes from private sources. Club 100 is a member of the Northern Palm Beach Chamber of Commerce and its advisory board is made up of officials from key community groups and agencies. It actively seeks partners to accomplish goals. All donations are tax-deductible.

Major operations are based at two locations: The Community Outreach Center in Lake Park and Cabana Colony Youth Center in Palm Beach Gardens.

Among other key activities:

- Annual awards for area youth and adults for outstanding community service.
- Sponsorship of Cub Scout Pack #795 at Grove Park Elementary in Palm Beach Gardens.
- Donations of back packs filled with school supplies to several after-school programs, including St. George's Center in Riviera Beach.
- Ongoing donations of winter care packages to the homeless through St. George's Center in Riviera Beach and St. Ann Place in West Palm Beach.
- Sports training—including tennis, basketball, volleyball, running, sport fishing and competitive boxing—through partnerships with the Town of Lake Park Parks and Recreation Department, the TEAM First-PAL tennis program and Girls on the Run, a national fitness program.



Harry Drier, Club 100 board member, with a volunteer.



We develop minds, bodies and life skills.



WHY WE DO IT

Club 100 Charities was formed in 2004 after a group of concerned friends noticed families and their young people struggling with a myriad of social and learning problems, including youth crime and violence, lack of educational support and need for essential basics like food and clothing.

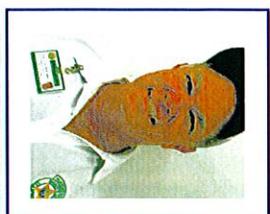
Locally, those early group members learned that Palm Beach County is first in the nation for students going from high school to jail. That, for all its wealth and effort, Palm Beach County has had a disappointing track record in educating some of its students over the last two decades. In the mid-2000's, for example, the general graduation rate for all students was just 65 percent; for African-American males, in particular, the rate dropped to 33 percent. That is troubling because dropouts are more likely to end up in poverty, on welfare, in prison, drug dependent, unhealthy and young, unwed parents. This contributes to the silent epidemic.



Club 100 Charities continues to fight the silent epidemic. We work with elected officials, PBSO, PAL, churches, educators—anyone—willing to help us in this battle. We focus on useful life skills, academic enrichment and physical fitness in all of our programming. We've learned that these are the factors that most contribute to uplifting youth and are most missing from the lives of many children in Palm Beach County.

We are mentors, tutors, counselors, coaches and role models.

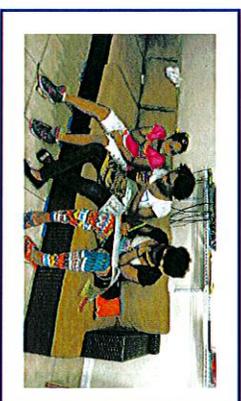
Why do we do it? Because it is right.



"This is the front lines of everything you read in the newspaper. Here, though, they're actually doing something about it."

—Paul Van der Grint,
TEAM First-PAL
volunteer

Club 100 Charities continues to fight the silent epidemic. We work with elected officials, PBSO, PAL, churches, educators—anyone—willing to help us in this battle. We focus on useful life skills, academic enrichment and physical fitness in all of our programming. We've learned that these are the factors that most contribute to uplifting youth and are most missing from the lives of many children in Palm Beach County.



We develop minds, bodies and life skills.



HOW YOU CAN HELP

Donations and volunteers are the life blood of Club 100 Charities! We are a non-profit, tax-exempt organization, so contributions are fully tax-deductible. And because we are 100 percent volunteer, that means 100 percent of contributions are used for programming and development.

We deeply believe in our mission statement: "Club 100 Charities is dedicated to improving the quality of life for under-served members in our community."

Help us to help others. All of what we do is possible through the cooperation and dedication of our members, our volunteers, our corporate partners and the critical support of local elected officials.

Become a part of this amazing journey today!

What we need:

Donations of cash, gift certificates and in-kind items, such as athletic and electronic equipment, food, clothes, games and books

Event and team sponsors

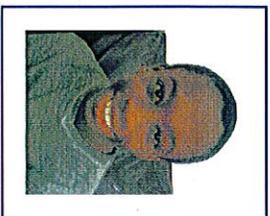
Volunteers to help with:

- Recreation and physical fitness programs
- Homework assistance, reading and tutoring
- Flower and vegetable gardening
- Food Pantry and Clothes Closet

Make Donations payable to:

Club 100 Charities

P.O. Box 13682, Palm Beach Gardens, FL 33420



"What I like the most is they make reading more fun!"

-Ramms Jean-Baptiste, 10, 5th grader and summer camp participant

We develop minds, bodies and life skills.



WITH WHOM WE WORK

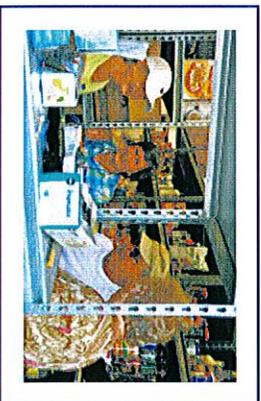
Club 100 Charities works with a host of partners, affiliates and donors to help us accomplish our goal of lifting under-served communities. With a fully volunteer operation, 100 percent of our support goes into programming and development. **These are our friends:**



"I feel such a sense of peace on this campus! There's something right going on here."

--Cindy Ryan, Community Outreach Center director

- Ameriprise Financial
- Arise Foundation
- Big D Paving Company
- Bite Me Fishing Charters
- Camillie's Pizza
- Costco
- Earl Stewart Toyota
- 1st United Bank, Lake Park
- Girls on the Run
- Global Sports and Tennis Design Group
- Habitat for Humanity of Palm Beach County
- Holy Spirit Lutheran Church
- Ice Cream on Wheels
- Illustrated Properties
- International Society of Palm Beach
- Jason Brian Enterprises
- Lake Park Parks and Recreation Department
- Lake Park Public Library
- Office of the Mayor, Riviera Beach
- Palm Beach County Food Bank
- Palm Beach Sheriff's Office
- Palm Beach County Police Athletic League
- Prosports, Inc.
- Publix
- Runn Bar at Panama Hattie's
- St. Francis of Assisi Catholic Church
- St. Paul of the Cross Catholic Church
- Seacoast National Bank
- Souffire Youth Group
- Staples
- TEAM First-PAL tennis program
- Torch Promotions
- tysMedia
- Whole Foods Market
- Women and Youth (WAW)
- WPEC Channel 12
- WPTV Channel 5
- Xerox Corporation



We develop minds, bodies and life skills.



WHAT

Community Outreach Center in Lake Park—opened in May 2013

Club 100 Charities focuses on children ages 8-18 and their families who live primarily in Lake Park and Riviera Beach, offering support services that help improve learning, behavior and life skills for the children and provide food and clothing for the families. **All services are free for registered families and children.**

SERVICES OFFERED:

- **Food Pantry**

10:30 a.m. to 1 p.m. Tuesdays
Registered families receive full bags of canned food, fresh produce and some meats up to twice monthly. Within the first year, more than 400 families were registered. More than 1,500 food items are distributed weekly.

- **Clothes Closet**

10:30 a.m. to 1 p.m. Tuesdays
Registered families receive up to eight articles of clothing needed for babies, toddlers, teens and adults. Within the first year, 290 families were registered. More than 800 pieces of clothing are distributed weekly.



"I'm trying to develop leaders here...We have an opportunity to really make a difference."

--Sonor Chery,
volunteer Palm Beach State University student

WE DO

- **Summer Youth Camp, ages 8-12**

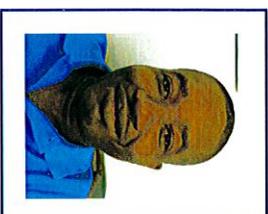
8:30 a.m. to 3 p.m. Monday through Friday
Academic tutoring, physical fitness and life-skills training. Free breakfast and lunch included.

- **After-School Program, ages 8-18**

2:30 to 5:30 p.m. Monday through Friday
Homework assistance, free computer use and training and physical fitness. Program runs throughout the school year.

- **Community Gardens**

On an 8,000-square-foot plot of land donated by Lake Park, youth groups plant and harvest 15 varieties of vegetables and fruits that help supply the center's Food Pantry. The center has also begun a floral gardening program, which will be operated by volunteers who will work with and train participating children.



"I think Club 100 is excellent! We like the friendship, the collaboration, and I think we will do a lot lot, lot more things together!"

--Rev. Vilnet Vise,
Bethlehem Haitian Baptist Church

- **Club 100 Charities operates at a second location:**

Cabana Colony Youth Center—opened in January 2006
1217 Alternate A1A in Palm Beach Gardens, 561-627-6603 or 561-688-3088

The youth center was created and operates through a partnership with Palm Beach Sheriff's Office, the Board of County Commissioners and the Palm Beach County Police Athletic League.



We develop minds, bodies and life skills.



We develop minds, bodies and life skills.



Town of Lake Park Town Commission

Agenda Request Form *Exhibit "B"*

Meeting Date: January 20, 2016

Agenda Item No.

Agenda Title: ORDINANCE TO AMEND CHAPTER 10, ARTICLE IV – NOISE CONTROL TO BETTER DEFINE THE TERM “OPEN TO THE PUBLIC”.

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

Approved by Town Manager *Vinny* Town Clerk Date: 1/13/16

Nadia Di Tommaso / Community Development Director *ND*
Name/Title

Originating Department: Community Development	Costs: \$ 158.24 (Legal Ad) Funding Source: <u>Town Clerk</u> Acct. 106-48100 <input type="checkbox"/> Finance _____	Attachments: → Ordinance 01-2016 → Legal Ad
Advertised: Date: 01-10-2016 Paper: Palm Beach Post <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone__ <u>ND</u> or Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

JANUARY 6, 2016 (FIRST READING): Approved 5-0.

At several meetings of the Town Commission, during 2015, the Commission discussed the noise regulations contained in Chapter 10, Article IV of the Town Code. The Commission directed the staff of the Community Development Department to review existing regulations and to address the Palm Beach County Sheriff's Office recommendations. The Town's regulations regarding outdoor noise were modified to eliminate regulation pursuant to decibel levels for outdoor sound, and the decibel levels during daytime nighttime hours. The Town Commission adopted a code provision which utilizes "plainly audible" as the measurement standard of when outdoor sound creates a nuisance. Pursuant to this regulation, outdoor sound is to measured for a period of at least 10 minutes. Certain exemptions are included in the existing Ordinance in Section 10-155 of the Town Code and they include:

- (1) Sound emitted from the operation of motor vehicles legally operating on any public right-of-way, which are regulated by F.S. Ch. 316, the Uniform Traffic Control Law.
- (2) Any noise generated by activities to the extent such activities are preempted by applicable state or federal laws or regulations.

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

(4) Any noise generated by any event which is a town-sponsored event or is an event that has been granted a special event permit by the town whether conducted on public lands or privately-owned lands. Such events must be open to the public in order to be exempted.

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

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

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

The Town's administration has been approached by event organizers who questioned the application of the phrase "open to the public" as it relates to gated events that charge admission, but are located on public property. Generally, an event that is open to the public, is NOT an event that is gated and charges admission therefore under the current application of the Town Code these events would NOT be exempt from the regulations of Article IV of Chapter 10.

Most large events charge admission to cover costs associated with crowd control and security. Typically, these types of events charge admission to cover costs associated with providing law enforcement details. Some examples of "large events" which attract large crowds include the Feast of Little Italy and ArtiGras in Jupiter; and SunFest in West Palm Beach. **IF** the intent of the Town Commission is to have larger events that attract larger crowds to the Town for the purposes of assisting its businesses and promoting the Town as a destination, staff recommends the following amendment to Chapter 10, Article IV Section 10-155(4) of the Town Code (in red below):

(4) Any noise generated by any event which is a town-sponsored event or is an event that has been granted a special event permit by the town whether conducted on public lands or privately-owned lands. Such events must be open to the public in order to be exempted. ~~from the requirements of this Article.~~ Events that regulate admission to them, by the use of gates or other means of limiting admission, shall still be considered to be open to the public as long as the general public is invited to attend and may attend simply by paying an admission fee.

Recommended Motion: I MOVE TO ADOPT ORDINANCE 01-2016 on 2nd READING.



Town of Lake Park Town Commission

Agenda Request Form

Exhibit "C"

Meeting Date: January 20, 2016

Agenda Item No. Tab 5

Agenda Title: Resolution to Amend the Florida Felony/Murder Statute to include Death by Hit and Run by Vehicle or Vessel etc..

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

Approved by Town Manager [Signature] Date: 1-4-16
John O. D'Agostino, Town Manager

Table with 3 columns: Originating Department (Town Manager), Costs/Funding Source (Costs: \$0, Acct. #), Attachments (Resolution urging the Palm Beach County Legislative Delegation...), Advertised (Not Required checked), and notification status (Yes I have notified everyone).

Summary Explanation/Background:

As you are aware, Former Mayor Wagner came before the Commission requesting a resolution urging the Palm Beach County Legislative Delegation to support efforts to amend the Florida Statute to include Death by Hit and Run by Vehicle or Vessel as among the enumerated offenses of said statute.

Attorney Tom Baird repaired the attached Resolution. I shared the Resolution with Former Mayor Wagner and he agrees, the attached Resolution accurately reflects his intent and purpose and has approved the Resolution as written to come before the Commission.

Recommended Motion: Move to support Resolution 03-01-16 and to disseminate said resolution to the Palm Beach County Legislative Delegation and to Palm Beach County Sheriff Ric L. Bradshaw for possible action.



Town of Lake Park Town Commission

Agenda Request Form *Exhibit "D"*

Meeting Date: January 20, 2016

Agenda Item No. *Tab 6*

Agenda Title: Sea School Request to waive rental Fees for the Harbor Marina Meeting Room

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

Approved by Town Manager *John O. D'Agostino* Date: *1-4-16*

 John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • Facility Usage Application • Sea School Letter
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

The Sea School of Ft. Lauderdale is requesting the Town Commission to waive the rental fee for all classes associated with the Ft. Lauderdale Sea School. The School will allow one resident from the Town approved by the Administration to attend Sea School Classes without charge. The classes will be held in the Lake Park Harbor Marina Meeting Room which holds 50 guests. The school proposes to enroll about 16 students. Mr. Urbinati has contacted me to request a slot as a Town resident. The school will conduct classes on February 19 thru 21 and February 26 thru the 28 and again on March 4 thru March 6. A second class will be offered on April 8 thru April 10 and April 15, thru April 17 and again on June 3, thru June 5 and June 10, thru June 12. The hours of the rental for the above mentioned date(s) are: 8 AM to 7 PM.

At the end of each class, the participants should be granted a Sea Captain's license. The March 4, 2016 to March 6, 2016 is a Master 100 Class. Since the town has agreed to hold the Sea School in the Lake Park Harbor Marina Meeting Room, the Marina will be designated as a US Coast Guard Training Facility whereby future classes for US Coast Guard Training could be made available.

Recommended Motion: Move to permit the Sea School of Ft. Lauderdale to use the Lake Park Harbor Marina Meeting Room without a rental fee charge.

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 3, 2016

Agenda Item No. *Tab 4*

Agenda Title: Resolution Amending the Town of Lake Park Position Titles, Job Codes and Pay Plan

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

Approved by Town Manager *[Signature]* Date: *1-7-16*

[Signature]
Name/Title
HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources and Finance	Costs: \$ -0- Funding Source: Acct. # <input checked="" type="checkbox"/> Finance <u><i>BTR</i></u>	Attachments: Resolution; and Copy of Amended Position Titles, Job Codes and Pay Plan for FY 2016
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>BMT</u> Please initial one.

Summary Explanation/Background:

As part of the Town budget approved by the Commission on September 15, 2015 for Fiscal Year 2016, a 2 percent cost-of-living increase was provided to all general employees of the Town effective October 1, 2015. Additionally, the approved budget adjusted the pay ranges for the Assistant to the Town Manager, the Assistant to the Human Resources Director, the Assistant to the Community Development Director, and the Operations Manager. Such cost-of-living increases and pay range adjustments took place effective October 1, 2015.

As part of the Collective Bargaining Agreement between the Town and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, (AFL-CIO) ratified by the Commission on January 6, 2016, a 2 percent cost-of-living increase was provided to all employees covered by this agreement effective retroactive to October 1, 2015. Additionally, the pay ranges for certain Public Works Department employees and the Dock Attendants at the Lake Park Harbor Marina were increased according to such agreement. Such cost-of-living increases and pay range increases took place following the ratification of the agreement by the Commission.

The purpose of this agenda item is two-fold, as follows:

- First, it is to amend the Town of Lake Park Position Titles, Job Codes and Pay Plan to increase the minimums and maximums of all Town pay ranges by 2 percent to reflect the cost-of-living increases for general employees and employees covered by the collective bargaining agreement.
- Second, it is to amend the Town of Lake Park Position Titles, Job Codes and Pay Plan to reflect the additional increases in pay ranges for certain Public Works Department employees, the Dock Attendants at the Lake Park Harbor Marina, the Assistant to the Town Manager, the Assistant to the Human Resources Director, the Assistant to the Community Development Director, and the Operations Manager.

This agenda item is a housekeeping item which does not impact the Town budget.

Recommended Motion: I move to approve Resolution 04-02-16.

RESOLUTION NO. 04-02-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN POSITION TITLES, JOB CODES AND PAY PLAN TO INCREASE THE MINIMUM AND MAXIMUM RATES OF PAY FOR TOWN EMPLOYEES FOR FISCAL YEAR 2016; PROVIDING FOR THE PUBLICATION OF AN UPDATED POSITION TITLES, JOB CODES AND PAY PLAN; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park is a duly constituted municipality organized and existing under the laws of the State of Florida and Chapter 166, Fla. Stat; and

WHEREAS, the Positions Titles, Job Codes and Pay Plan constituting the Uniform Classification System of the Town of Lake Park is based upon similarity of duties performed and responsibilities assumed, so that the same qualifications are reasonably required for the same schedule of pay, and are equally applied to all positions in the same class; and

WHEREAS, it is necessary to provide an updated listing of pay ranges for Fiscal Year 2016 for current titles and classifications within the Town service.

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

Section 1. The foregoing recitals are hereby incorporated as if fully set forth herein.

Section 2. The Position Titles, Job Codes, and Pay Plan constituting the Uniform Classification System is amended to increase the minimum and maximum rates of pay for Town Employees for Fiscal Year 2016. A copy of the amended Position Titles, Job Codes, and Pay Plan is attached hereto as **Exhibit A**.

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

**TOWN OF LAKE PARK
POSITION TITLES, JOB CODES, AND PAY PLAN**

JOB CODE	E/NE	POSITION TITLES	MINIMUM FY 2016		MAXIMUM FY 2016	
			PER YEAR	PER HR	PER YEAR	PER HR
Department: Town Manager						
100	E	Town Manager	Contract Employee			
101	E	Assistant Town Manager	51,937.60	24.97	82,035.20	39.44
102	E	Grants Writer	52,915.20	25.44	82,118.40	39.48
103	NE	Assistant to the Town Manager	38,750.40	18.63	52,145.60	25.07
Department: Information Technology						
104	E	Chief Information Technology Officer	52,915.20	25.44	82,118.40	39.48
General Clerical (non-departmental)						
	NE	Administrative Secretary	28,163.20	13.54	44,241.60	21.27
	NE	Administrative Assistant	30,409.60	14.62	50,544.00	24.30
Department: Town Clerk						
200	E	Town Clerk	52,915.20	25.44	82,118.40	39.48
201	NE	Deputy Town Clerk	36,025.60	17.32	56,867.20	27.34
Department: Human Resources						
300	E	Human Resources Director	52,915.20	25.44	82,118.40	39.48
301	NE	Assistant to the Human Resources Director	38,750.40	18.63	52,145.60	25.07
Department: Community Development						
400	E	Community Development/Planning Director	69,804.80	33.56	107,390.40	51.63
401	E	Planner	38,625.60	18.57	60,174.40	28.93
402	NE	Community Development Technician	30,409.60	14.62	50,544.00	24.30
403	NE	Code Compliance Officer	31,532.80	15.16	53,060.80	25.51
404	NE	Assistant to Community Development Director	38,750.40	18.63	52,145.60	25.07
Department: Finance						
500	E	Finance Director	74,838.40	35.98	121,243.20	58.29
501	E	Chief Accountant	52,915.20	25.44	82,118.40	39.48
502	NE	Accountant I	30,409.60	14.62	50,544.00	24.30
503	NE	Accountant II	36,025.60	17.32	56,867.20	27.34
504	NE	Accountant III	41,620.80	20.01	64,500.80	31.01
505	NE	Office Assistant	36,025.60	17.32	56,867.20	27.34

TOWN OF LAKE PARK
POSITION TITLES, JOB CODES, AND PAY PLAN

JOB CODE	E/NE	POSITION TITLES	MINIMUM FY 2016		MAXIMUM FY 2016	
			PER YEAR	PER HR	PER YEAR	PER HR
			Department: Library			
600	E	Library Director	52,915.20	25.44	82,118.40	39.48
601	E	Librarian II	39,395.20	18.94	58,136.00	27.95
602	NE	Library Accounting Clerk	28,163.20	13.54	44,241.60	21.27
603	NE	Library Assistant II	30,409.60	14.62	50,544.00	24.30
604	NE	Library Assistant I	23,628.80	11.36	35,380.80	17.01
605	NE	Library Technical Assistant I	28,163.20	13.54	44,241.60	21.27
606	NE	Library Assistant II	30,409.60	14.62	50,544.00	24.30
607	E	Librarian I	36,025.60	17.32	44,387.20	21.34
608	NE	Children's Services Assistant	18,740.80	9.01	24,960.00	12.00
Department: Public Works						
700	NE	Assistant to the PW Director	39,520.00	19.00	53,185.60	25.57
701	NE	Custodian	** 21,403.20	10.29	32,884.80	15.81
702	NE	Equipment Operator I	** 23,649.60	11.37	35,401.60	17.02
703	NE	Equipment Operator II	** 29,286.40	14.08	50,585.60	24.32
704	NE	Equipment Operator III	** 34,902.40	16.78	53,060.80	25.51
705	NE	Facilities Maintenance Worker I	** 25,105.60	12.07	36,254.40	17.43
706	NE	Facilities Maintenance Worker II	** 31,304.00	15.05	43,305.60	20.82
707	NE	Facilities Maintenance Worker III	** 37,856.00	18.20	57,595.20	27.69
708	NE	Facilities Mechanic I	** 29,723.20	14.29	40,081.60	19.27
709	NE	Facilities Mechanic II	** 33,987.20	16.34	47,257.60	22.72
710	NE	Foreman General Infrastructure	** 43,638.40	20.98	69,763.20	33.54
711	NE	Grounds Maintenance Crew Leader	** 30,659.20	14.74	48,276.80	23.21
712	NE	Grounds Maintenance Foreman	** 36,316.80	17.46	58,448.00	28.10
713	NE	Irrigation Technician I	** 28,475.20	13.69	42,868.80	20.61
714	NE	Irrigation Technician II	** 33,196.80	15.96	46,113.60	22.17
715	NE	Maintenance Worker I	** 21,403.20	10.29	32,884.80	15.81
716	NE	Maintenance Worker II	** 24,044.80	11.56	36,670.40	17.63
717	NE	Maintenance Worker III	** 31,054.40	14.93	48,672.00	23.40
718	NE	Mechanic I	** 26,416.00	12.70	40,456.00	19.45
719	NE	Mechanic II	** 31,532.80	15.16	53,206.40	25.58
720	E	Operations Manager	45,011.20	21.64	69,513.60	33.42
721	NE	Operations Technician I	** 30,846.40	14.83	45,011.20	21.64
722	E	Project Manager	69,347.20	33.34	91,520.00	44.00
723	E	Public Works Director	69,804.80	33.56	107,390.40	51.63
724	NE	Sanitation Foreman	** 37,980.80	18.26	60,756.80	29.21
725	NE	Storm Water Technician I	** 31,054.40	14.93	48,672.00	23.40
726	NE	Storm Water Technician II	** 34,902.40	16.78	53,060.80	25.51
727	NE	Traffic Maintenance Technician I	** 28,475.20	13.69	37,710.40	18.13
728	NE	Traffic Maintenance Technician II	** 31,740.80	15.26	41,745.60	20.07
729	NE	Vehicle Maintenance Foreman	** 38,292.80	18.41	60,819.20	29.24

**TOWN OF LAKE PARK
POSITION TITLES, JOB CODES, AND PAY PLAN**

JOB CODE	E/NE	POSITION TITLES	MINIMUM FY 2016		MAXIMUM FY 2016	
			PER YEAR	PER HR	PER YEAR	PER HR
Department: Marina						
800	E	Harbor Marina Director	52,915.20	25.44	82,118.40	39.48
801	E	Dock Master	34,902.40	16.78	56,867.20	27.34
802	NE	Assistant Dock Master	23,171.20	11.14	33,696.00	16.20
803	NE	Ship's Store Clerk	23,171.20	11.14	33,696.00	16.20
804	NE	Dock Attendant	** 31,200.00	15.00	42,432.00	20.40
Department: Parks and Recreation						
900	E	Recreation Director	52,915.20	25.44	82,118.40	39.48
901	NE	Camp Counselor (Seasonal)	17,076.80	8.21	24,960.00	12.00
902	NE	Recreation Bus Driver	17,076.80	8.21	24,960.00	12.00
903	E	Assistant Recreation Director	36,025.60	17.32	56,867.20	27.34
904	NE	Special Events Coordinator	31,200.00	15.00	31,200.00	15.00

**E = Exempt Position
NE = Non-exempt Position
** = Bargaining Unit Position**

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: FEBRUARY 3, 2016

Agenda Item No. *Tab 5*

Agenda Title: CORRECT TOTAL AMOUNT OF NEW SERVER REQUEST APPROVED ON DECEMBER 2, 2015 FROM \$15,476.51 TO \$18,526.43

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

Approved by Town Manager *J. D. Aguirre* Date: 1-15-16

Hoa Hoang - Chief Information Technology Officer
 Name/Title

Originating Department: Information Technology	Costs: \$ 18,526.43 ADD \$3,049.92 FOR SECOND SERVER Funding Source: Acct. # 110-64100 <input checked="" type="checkbox"/> Finance <u><i>BTR</i></u>	Attachments: December 2, 2015 ARF & back up. Page 3 reflecting calculation that was not included.
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u><i>HH</i></u> Please initial one.

Summary Explanation/Background:

At the December 2, 2015 Regular Commission meeting the Commission approved the replacement of two hardware servers and Storage Area Network (SAN) for Town Hall. In that request the two servers and new SAN were shown to cost a total of \$15,476.51. It was later discovered that the total calculation only included one server and not two.

The total cost of the second server is \$3,049.92, which was shown in the backup material of the December 2, 2015 agenda request form, but not on the total calculation. The total calculation including the second server is \$18,526.43.

The purpose of this agenda item was to notify the Commission that the total calculation for the two servers and SAN is \$18,526.43. The IT budget (110-64100) will not be impacted by this change because appropriate funds were budgeted for the two servers and the SAN during the budget process.

Recommended Motion: I move to approve the purchase of the second Town Hall server for \$3,049.92.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: DECEMBER 2, 2015

Agenda Item No. *Tab 5*

Agenda Title: PURCHASE AND REPLACE OLD SERVERS AND STORAGE AREA NETWORK (SAN) AT TOWN HALL

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

Approved by Town Manager

Date:

11/18/15

Hoa Hoang - Chief Information Technology Officer

Name/Title

<p>Originating Department: Information Technology</p>	<p>Costs: \$ 15,476.51 Funding Source: Acct. # 110-64100 <input checked="" type="checkbox"/> Finance <i>BKR</i></p>	<p>Attachments: 2015-16 Budget 1. Requisition for purchase 2. Dell quote 717926819 3. SHI quote 717926817 10525134 4. KDT quote 10525136 12166</p>
<p>Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____ or Not applicable in this case <i>SH</i> Please initial one.</p>

Summary Explanation/Background:

The attached proposals for hardware are from Dell (State of Florida Contract), SHI (State of Florida Contract) and KDT Solutions (lowest bid) to replace the old servers and Storage Area Network (SAN) with new one. The cost \$15,476.51 are for the hardware will be taken from IT budget 110-64100.

Recommended Motion: Approve proposal from KDT Solutions, Inc. to purchase the hardware and replace the old servers and Storage Area Network (SAN) that no longer had warranty at Town Hall.

**TOWN OF LAKE PARK - ANNUAL BUDGET
 INFORMATION TECHNOLOGY (General Fund 110)
 PROPOSED INITIATIVES with DETAIL**

FISCAL YEAR 2015-16

Schedule 5

Project Title	Description and Justification	Revenue	Cost
UPGRADED SAN	To replace old Storage Area Network (Dell MD3420) 6 years old no longer had warranty to new one		\$ 14,500
MAIN SERVER AT TOWN HALL	Transfer data to new SAN. This unit hold all the Town's Data		\$ 2,400
SERVER AT TOWN HALL	To add a new XEN in case the old three servers down (6 years old and can be down at anytime).		\$ 8,700
SERVER AT TOWN HALL	Replacement of 7 years old printer are no longer working.		\$ 4,000
XEN SERVER AT EOC	To add client computers to EOC server at FS 68 for Emergency operation (2 laptops)		\$ 3,000
SERVER AT EOC	Replace old server (more than 5 years)		3,200
SPARE WORKSTATION	To add spare workstations for all department (5 computers)		5,000
LANDLINE PHONE	Budget for 2016-2017 replacement of old phone system to VOIP		-
		\$ -	\$ 20,400
TOTALS FOR INITIATIVES THAT ARE INCLUDED IN THE TOWN MANAGER'S PROPOSED BUDGET			
		\$ -	\$ -
TOTALS FOR INITIATIVES THAT ARE INCLUDED IN THE DEPARTMENT'S PROPOSED BUDGET			
COMMISSION CHAMBERS			
	Telvue Webstreaming		\$ 10,330
	Commission Chambers Camera replacement		\$ 27,789
	Rear speakers		\$ 3,596
	Presentation Display Solution		\$ 18,852
	Acoustical Treatment		\$ 5,578
		\$ -	\$ 66,145
TOTALS FOR INITIATIVES THAT ARE NOT INCLUDED IN THE PROPOSED BUDGET			
COMBINED TOTALS			
		\$ -	\$ 86,545

14,500
 8,700
 23,200

TOWN OF LAKE PARK, FLORIDA
REQUISITION TO PURCHASE
 (NOT A PURCHASE ORDER)

Vendor # _____

Purchase Order # _____

Vendor: KDT Solutions

Purchase Order Date: _____

Requisition No. _____

Date: 11/18/2015

Deliver To: _____

Required Delivery Date: _____

QUANTITY	UNIT DESCRIPTION	UNIT PRICE	AMOUNT	ACCT. NO.
	Dell State of Florida Contract SAN PowerVault MD3420 (Specs included)	12,464 ⁸⁷ -		
		3,392 ⁴² -		
	SHI State Contract SAN Dell MD 3420 (same specs)	13,500		110- 64100 52000
		3,293 ⁸⁰ -		
	KDT Solutions SAN Dell MD3420 (Same specs)	12,426 ⁵⁹ -		
	THall Dell 320 Server (2)	3,049 ⁹² -		
	(Labor not included)			
	TOTAL		15,476 ⁵¹ -	

Reason for Purchase: Budgeted to replace TH servers & Storage Area Network (SAN)

BUDGET CONTROL	
Balance Available	\$23,200
Amount this Request	\$15,476 ⁵¹
Remaining Balance	\$7,723. ⁴⁹

\$18,526.43

Approved _____

Nelson 11/18/15
 (Department Head)

 (Finance Department)

 (Town Manager)



QUOTATION

Quote #: 717926819
 Customer #: 1184827
 Contract #:
 Customer Agreement #:
 Quote Date: 10/28/2015 *Town Hall*
 Customer Name: LAKE PARK LIBRARY

Date: 10/28/2015

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: TIMOFEI BELIAKOV PHONE: 1800 - 4563355
 Email Address: Timofei.Beliakov@Dell.com Phone Ext: 7250419 *SAN TH*

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$12,464.87 GROUP TOTAL: \$12,464.87

Description	Quantity
PowerVault MD3420, 12G SAS, 2U-24 drive (210-ACCN)	1
SHIP,MD3420 (340-AIKX)	1
Controller, 12G SAS, 2U MD34xx, 4GB Cache (403-BBEX)	1
Controller, 12G SAS, 2U MD34xx, 4GB Cache (403-BBEX)	1
ProSupport : 7x24 HW / SW Tech Support and Assistance , 3 Year (926-8952)	1
MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (927-0419)	1
Dell Hardware Limited Warranty Initial Year (954-4264)	1
Dell Hardware Limited Warranty Extended Year(s) (954-4265)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (954-4283)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (954-4284)	1
Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355 (989-3439)	1
US Order (332-1286)	1
ProDeploy Dell Storage MD Series 3XXX 2U DAS - Deployment (805-4582)	1
ProDeploy Dell Storage MD Series 3XXX 2U DAS - Deployment Verification (805-4583)	1
Declined Remote Consulting Service (973-2426)	1
LSI 12Gb SAS 9300-8e HBA, Dual Port (406-BBDL)	1
LSI 12Gb SAS 9300-8e HBA, Dual Port (406-BBDL)	1
Bezel Assembly, MD3420 (325-BBFX)	1
600GB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (400-ACXC)	9 <i>S.4TB</i>
Hard Drive Blank Filler 2.5 (400-ABSL)	15
ReadyRails II Static Rails for 4-post Racks (770-BBCL)	1
Power Supply Regulatory Label, 600W, AC (389-BDZU)	1
Power Supply, AC 600W, Redundant (450-AASQ)	1
5-15P to C13, 10 amp, 6 feet wall plug Power Cord (450-ABLK)	1
5-15P to C13, 10 amp, 6 feet wall plug Power Cord (450-ABLK)	1
No Additional Software (410-1074)	1

*Total Purchase Price:	\$12,464.87
Product Subtotal:	\$12,464.87
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(* Amount denoted in \$)

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If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

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If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to

the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to LAKE PARK LIBRARY for the purpose of this proposal is to be considered confidential information belonging to Dell.

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QUOTATION

Quote #: 717926817
 Customer #: 1184827
 Contract #:
 Customer Agreement #:
 Quote Date: 10/28/2015
 Customer Name: LAKE PARK LIBRARY - TH

Date: 10/28/2015

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: TIMOFEI BELIAKOV PHONE: 1800 - 4563355
 Email Address: Timofei.Beliakov@Dell.com Phone Ext: 7250419

R320
 TH server

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$3,392.42 GROUP TOTAL: \$3,392.42

Description	Quantity
PowerEdge R320, Intel Xeon E-24XX v2 Processors (210-ACCX)	1
PowerEdge R320 Motherboard, TPM (329-BBYC)	1
Basic Hardware Services: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 2 Year Extended (938-3184)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-6767)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-6857)	1
Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system (994-4019)	1
Basic Hardware Services: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year (995-8451)	1
Declined recommended ProSupport service - Call your Dell Sales Rep if Upgrade Needed (996-8029)	1
On-Site Installation Declined (900-9997)	1
Shipping Material,PowerEdge R320 (331-6952)	1
On-Board LOM 1GBE (Dual Port for Racks and Towers, Quad Port for Blades) (430-4715)	1
Broadcom 5720 DP 1Gb Network Interface Card, Low Profile (430-4424)	1
iDRAC Port Card (421-5340)	1
iDRAC7 Enterprise (421-6085)	1
Chassis with up to 4, 3.5" or 2.5" Hot Plug Hard Drives (318-2038)	1
SAS Cable for 3.5" in Hot Plug Chassis (331-6959)	1
No Bezel (313-0869)	1
RAID 1 for H710/H310 (2 HDDs) (331-6999)	1
PERC H310 Integrated RAID Controller (342-3528)	1
Heat Sink,PowerEdge (317-9826)	1
Intel Xeon E5-2430 v2 2.50GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 80W, Max Mem 1600MHz (338-BDZU)	1
16GB RDIMM, 1600MT/s, Low Volt, Dual Rank, x4 Data Width (319-1812)	4
1600MT/s RDIMMS (331-4424)	1
Performance Optimized (331-4428)	1
300GB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive,3.5in HYB CARR (342-2012)	2
Electronic System Documentation and OpenManage DVD Kit for R320 (331-6962)	1

DVD, SATA (318-2099)	1
ReadyRails Sliding Rails With Cable Management Arm (331-4765)	1
Dual Hot Plug Power Supplies 350W (331-7022)	1
Power Distribution Board for Hot Plug Power Supplies (331-7027)	1
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)	2
No Operating System (420-6320)	1
No Media Required (421-5736)	1

SOFTWARE & ACCESSORIES**GROUP TOTAL: \$0.00**

Product	Quantity	Unit Price	Total
Dell Education Services - No Dell PowerEdge Server Training Requested (973-2185)	1	\$0.00	\$0.00

*Total Purchase Price:	\$3,392.42
Product Subtotal:	\$3,392.42
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	<i>(* Amount denoted in \$)</i>

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If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are

in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to LAKE PARK LIBRARY for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.



Pricing Proposal
Quotation #: 10525134
Created On: 10/29/2015
Valid Until: 11/28/2015

Town of Lake Park

Inside Account Executive

Hoa Hoang
LAKE PARK PUBLIC LIBRARY
529 PARK AVENUE
ATTN: A/P
LAKE PARK, FL 33403
United States
Phone: (561) 881-3303
Fax:
Email: hhoang@lakeparkflorida.gov

Jim Grogan
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-0833
Fax: 732-664-8224
Email: Jim_Grogan@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 PowerEdge R320 Dell - Part#: 210-ACCX	1	\$3,293.80	\$3,293.80
		Total	\$3,293.80

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Dell TH New
R320 Server
& Specs

\$ 3,293.80

Description	Quantity
PowerEdge R320, Intel Xeon E-24XX v2 Processors (210-ACCX)	1
PowerEdge R320 Motherboard, TPM (329-BBYC)	1
Basic Hardware Services: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 2 Year Extended (938-3184)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-6767)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-6857)	1
Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system (994-4019)	1
Basic Hardware Services: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year (995-8451)	1
Declined recommended ProSupport service - Call your Dell Sales Rep if Upgrade Needed (996-8029)	1
On-Site Installation Declined (900-9997)	1
Shipping Material,PowerEdge R320 (331-6952)	1
On-Board LOM 1GBE (Dual Port for Racks and Towers, Quad Port for Blades) (430-4715)	1
Broadcom 5720 DP 1Gb Network Interface Card, Low Profile (430-4424)	1
iDRAC Port Card (421-5340)	1
iDRAC7 Enterprise (421-6085)	1
Chassis with up to 4, 3.5" or 2.5" Hot Plug Hard Drives (318-2038)	1
SAS Cable for 3.5" In Hot Plug Chassis (331-6959)	1
No Bezel (313-0869)	1
RAID 1 for H710/H310 (2 HDDs) (331-6999)	1
PERC H310 Integrated RAID Controller (342-3528)	1
Heat Sink,PowerEdge (317-9826)	1
Intel Xeon E5-2430 v2 2.50GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 80W, Max Mem 1600MHz (338-BDZU)	1
16GB RDIMM, 1600MT/s, Low Volt, Dual Rank, x4 Data Width (319-1812)	4
1600MT/s RDIMMS (331-4424)	1
Performance Optimized (331-4428)	1
300GB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive,3.5in HYB CARR (342-2012)	2
Electronic System Documentation and OpenManage DVD Kit for R320 (331-6962)	1
DVD, SATA (318-2099)	1
ReadyRails Sliding Rails Without Cable Management Arm (331-4766)	1
Dual Hot Plug Power Supplies 350W (331-7022)	1
Power Distribution Board for Hot Plug Power Supplies (331-7027)	1
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)	2
No Operating System (420-6320)	1
No Media Required (421-5736)	1

1



Pricing Proposal
 Quotation #: 10525136 ✓
 Created On: 10/29/2015
 Valid Until: 11/28/2015

Town of Lake Park

Inside Account Executive

Hoa Hoang
 LAKE PARK PUBLIC LIBRARY
 529 PARK AVENUE
 ATTN:AP
 LAKE PARK, FL 33403
 United States
 Phone: (561) 881-3303
 Fax:
 Email: hhoang@lakeparkflorida.gov

Jim Grogan
 290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-652-0833
 Fax: 732-564-8224
 Email: Jim_Grogan@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 PowerVault MD3420 Dell - Part#: 210-ACCN	1	\$13,500.00	\$13,500.00
		Total	\$13,500.00

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

JAN (\$ 13,500)

9x60066 5AT6

Description	Quantity
PowerVault MD3420, 12G SAS, 2U-24 drive (210-ACCN)	1
SHIP,MD3420 (340-AIKX)	1
Controller, 12G SAS, 2U MD34xx, 4GB Cache (403-BBEX)	1
Controller, 12G SAS, 2U MD34xx, 4GB Cache (403-BBEX)	1
ProSupport : 7x24 HW / SW Tech Support and Assistance , 3 Year (926-8952)	1
MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (927-0419)	1
Dell Hardware Limited Warranty Initial Year (954-4264)	1
Dell Hardware Limited Warranty Extended Year(s) (954-4265)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (954-4283)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (954-4284)	1
Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355 (989-3439)	1
US Order (332-1286)	1
On-Site Installation Declined (900-9997)	1
Declined Remote Consulting Service (973-2426)	1
LSI 12Gb SAS 9300-8e HBA, Dual Port (406-BBDL)	1
LSI 12Gb SAS 9300-8e HBA, Dual Port (406-BBDL)	1
Bezel Assembly, MD3420 (325-BBFX)	1
600GB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (400-ACXC)	9
Hard Drive Blank Filler 2.5 (400-ABSL)	15
ReadyRails II Static Rails for 4-post Racks (770-BBCL)	1
Power Supply Regulatory Label, 600W, AC (389-BDZU)	1
Power Supply, AC 600W, Redundant (450-AASQ)	1
5-15P to C13, 10 amp, 6 feet wall plug Power Cord (450-ABLK)	1
5-15P to C13, 10 amp, 6 feet wall plug Power Cord (450-ABLK)	1
12Gb HD-Mini to HD-Mini SAS Cable, 0.5M (470-AATS)	1
12Gb HD-Mini to HD-Mini SAS Cable, 0.5M (470-AATS)	1
12Gb HD-Mini to HD-Mini SAS Cable, 0.5M (470-AATS)	1
12Gb HD-Mini to HD-Mini SAS Cable, 0.5M (470-AATS)	1
No Additional Software (410-1074)	1



Monday, October 26, 2015

Quote # 12166

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

Hoa,

Here is the quote you requested to replace the SAN and the XenServer's in the Town Hall. The current SAN is an iSCSI based SAN with a controller transfer rate of less than 2GB. The hard drives are based on 3GB SAS technology and provide 2.4 TB of storage space. As a replacement, I recommend the Dell PowerVault MD3420 SAN. This SAN provides up to a 12GB transfer rate over a SAS HBA, and uses 6GB SAS drives. Additionally the controllers have 8 times the cache memory of the MD3000, this represents a significant performance increase. Based on the town's requirements, I've configured the SAN with 3.6 TB of space in a RAID 5 Array with a hot online spare.

With respect to the XenServer Hypervisor's, I suggest we replace the 3 existing "end of life" servers with 2 new servers. Each server I'm recommending will individually provide all available resources to support all the virtual servers in the Town Hall in addition to future expansion.

With respect to labor, I estimate 25 hours to setup the XenServer Cluster in our office, install the equipment in the rack, connect the new cluster, migrate the virtual servers, update the XenServer tools, and retire the old equipment. If you have any questions, please call me at your convenience.

Sincerely,
Greg

XenServer Hypervisor Specifications:

PowerEdge R320, Intel® Xeon® E-24XX v2 Processors

3.5" Chassis with up to 4 Hot Plug Hard Drives

Intel® Xeon® E5-2430 v2 2.50GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 80W, Max Mem 1600MHz

1600MT/s RDIMMS

Performance Optimized

1256 5th Street, West Palm Beach, FL 33409
Phone (561) 688-9399 Fax (561) 688-9609
<http://www.kdtsolutions.com>

3420
TH SAN \$12,426.59

TH 320
server \$3,049.92

(4) 16GB RDIMM, 1600MT/s, Low Volt, Dual Rank, x4 Data Width
RAID 1 for H710/H310 (2 HDDs)
PERC H310 Integrated RAID Controller
(2) 300GB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive, 3.5in HYB CARR
iDRAC7 Enterprise
On-Board Broadcom 5720 Dual Port 1Gb LOM
Broadcom 5720 DP 1Gb Network Interface Card, Low Profile
Dual, Hot-plug, Redundant Power Supply, 350W
(2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord
ReadyRails™ Sliding Rails Without Cable Management Arm
DVD Internal for 4HD Chassis
Electronic System Documentation and OpenManage DVD Kit for R320
3Yr Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 NBD Onsite

SAN Specifications:

PowerVault MD3420
PowerVault MD3420, 12G SAS, 2U-24 drive, Dual 4G Cache Controller
(15) Hard Drive Filler, Single Blank
(9) 600GB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive
2x LSI 12Gb SAS 9300-8e HBA, Dual Port – Supports 12G and 13G Servers
4x 12Gb HD-Mini to HD-Mini SAS Cable, .5M
Bezel Assembly, MD3420
ReadyRails II Static Rails for 4-post Racks
Power Supply, AC 600W, Redundant
5-15P to C13, 10 amp, 6 feet wall plug Power Cord
3 Year ProSupport and Mission Critical 4HR 7x24 Onsite Pack

SERVIER:	Dell PowerEdge R320	Qty. 2	3049.92	6,099.84
SAN:	Dell PowerVault MD3420			12,426.59
LABOR:	Hourly Billing Rate	Qty. 25	100.00	2,500.00
			Subtotal:	21,026.43
			Tax:	0.00
			Total:	<u>21,026.43</u>

1256 5th Street, West Palm Beach, FL 33409
 Phone (561) 688-9399 Fax (561) 688-9609
<http://www.kdtsolutions.com>

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 3, 2016

Agenda Item No. *Tab 6*

Agenda Title: Resolution 05-02-16 Authorizing the Mayor to Execute a Revised Government Obligation Contract to Finance Two New Sanitation Vehicles

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

Approved by Town Manager *[Signature]* **Date:** *1-27-16*

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

Originating Department: <p style="text-align: center;">FINANCE</p>	Costs: \$ 558,095 Funding Source: Sanitation Fund Acct. # 404-64100 <input checked="" type="checkbox"/> Finance ____ BKR ____	Attachments: Resolution 05-02-16 Revised Government Obligation Agreement
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>_BKR_</i></u> Please initial one.

Summary Explanation/Background:

On May 6, 2015 the Commission approved Resolution 13-05-15 authorizing the Mayor the agreement with KS State Bank for the purchase and financing of two new sanitation vehicles. Now that the vehicles have arrived and the transaction is imminent there are minor changes that KS State Bank has made to the agreement.

Two of the schedules in the agreement that was presented at the May 6, 2015 Commission meeting have changed:

- The amount of interest has decreased, due to it taking longer for the trucks to be delivered than expected,
- The payment date has changes, as staff resisted paying for trucks that had not been delivered, and
- The "DEBIT AUTORIZATION" form has changed from "required" to "preferred".

The above changes are illustrated in the following table:

As presented in May								
Pmt. No.	Due Date	Side Loader			Front Loader			Total of Both Payments
		Principal	Interest	Total Payment	Principal	Interest	Total Payment	
1	8-Jan-16	54,031.50	1,130.52	55,162.02	52,401.40	1,096.41	53,497.81	108,659.83
2	8-Jan-17	54,031.50	5,291.19	59,322.69	52,401.40	5,131.55	57,532.95	116,855.64
3	8-Jan-18	54,031.50	4,019.07	58,050.57	52,401.40	3,897.81	56,299.21	114,349.78
4	8-Jan-19	54,031.50	2,713.75	56,745.25	52,401.40	2,631.87	55,033.27	111,778.52
5	8-Jan-20	54,031.50	1,374.35	55,405.85	52,401.40	1,332.89	53,734.29	109,140.14
		<u>270,157.50</u>	<u>14,528.88</u>	<u>284,686.38</u>	<u>262,007.00</u>	<u>14,090.53</u>	<u>276,097.53</u>	<u>560,783.91</u>
Current Agreement								
Pmt. No.	Due Date	Side Loader			Front Loader			Total of Both Payments
		Principal	Interest	Total Payment	Principal	Interest	Total Payment	
1	8-Jan-16	\$ 53,895.00	\$ 481.86	\$ 54,376.86	\$ 52,269.02	\$ 467.32	\$ 52,736.34	\$ 107,113.20
2	8-Jan-17	\$ 53,895.00	\$ 5,277.83	\$ 59,172.83	\$ 52,269.02	\$ 5,118.59	\$ 57,387.61	\$ 116,560.44
3	8-Jan-18	\$ 53,895.00	\$ 4,008.92	\$ 57,903.92	\$ 52,269.02	\$ 3,887.97	\$ 56,156.99	\$ 114,060.91
4	8-Jan-19	\$ 53,895.00	\$ 2,706.89	\$ 56,601.89	\$ 52,269.02	\$ 2,625.22	\$ 54,894.24	\$ 111,496.13
5	8-Jan-20	\$ 53,895.00	\$ 1,370.88	\$ 55,265.88	\$ 52,269.02	\$ 1,329.53	\$ 53,598.55	\$ 108,864.43
		<u>\$ 269,475.00</u>	<u>\$ 13,846.38</u>	<u>\$ 283,321.38</u>	<u>\$ 261,345.10</u>	<u>\$ 13,428.63</u>	<u>\$ 274,773.73</u>	<u>\$ 558,095.11</u>
	Difference	\$ 682.50	\$ 682.50	\$ 1,365.00	\$ 661.90	\$ 661.90	\$ 1,323.80	\$ 2,688.80

Total cost of the agreement has decreased by \$2,688.80.

The following items remain the same in the agreement as presented at the May 6, 2015 Commission meeting:

- The trucks and equipment specifications are exactly the same,
- The interest rate is exactly the same, 2.610%, and
- The financing term is the same, 5 years.

A copy of the revised agreement is attached.

Since the Mayor was authorized to execute the previous agreement, in the interest of transparency staff is sending the revised agreement to the Commission for approval. Staff recommends approval of this item.

Recommended Motion: I move to approve Resolution 05-02-16.

RESOLUTION NO. 05-02-16

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK, FLORIDA
MODIFYING RESOLUTION 13-05-16
AUTHORIZING AND DIRECTING THE MAYOR TO
EXECUTE A GOVERNMENT OBLIGATION
CONTRACT WITH STATE BANK TO FINANCE
THE ACQUISITION OF TWO SANITATION
VEHICLES; AND PROVIDING AN EFFECTIVE
DATE.**

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

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

WHEREAS, the Town solicited proposals to purchase one, 2016 Mack MRU613 front loader sanitation vehicle and one, 2016 Mack LEU613 side loader sanitation vehicle; and

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

WHEREAS, the Town staff recommends the award of the bid from Nextran Truck Center for one, 2016 Mack side loader and one, Mack front loader sanitation vehicle.

WHEREAS, the Town has determined the a true and very real need exists for the acquisition of the equipment described on **Exhibit "A"** of the Government Obligation Contract dated as of January 20, 2016 between the Town of Lake Park, Florida, and KS State Bank; and

WHEREAS, the Town has determined that the contract, substantially in the form presented is in the best interest of the Town for the acquisition of such equipment, and the Town hereby approves the entering into of the contract by the Town and hereby designates and authorizes the Mayor to execute and deliver the contract on the Town's behalf with such change thereto as such deem appropriate, and any related documents,

including any escrow agreement, necessary to the consummation of the transaction contemplated by the contract.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Government Obligation Contract, attached hereto and incorporated herein as **Exhibit “A”**.

Section 3. This Resolution shall be effective upon adoption.



1680 CHARLES PLACE | 877-587-4054
MANHATTAN, KS 66502

SENT VIA EMAIL: BRANE@LAKEPARKFLORIDA.GOV

January 20, 2016

Mr. Blake K. Rane
Town of Lake Park, Florida

Re: Financing for Town of Lake Park, Florida for One (1) 2016 Mack LEU613 Side Loader Truck and One (1) 2016 Mack MRU613 Front Loader Truck

Dear Mr. Rane:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. ***All required documentation must be received by 3:00pm CST in order to fund the following business day.***

The interest rate you have been quoted is valid through February 3, 2016.

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Kali Kuckelman
Client Relations II

DOCUMENTATION INSTRUCTIONS

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

I. Attached Documentation

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

II. Additional Documentation Required

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

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by May 23, 2015, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

KS StateBank
1680 Charles Place
Manhattan, Kansas 66502

GOVERNMENT OBLIGATION CONTRACT

Obligor

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

Obligee

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

Dated as of January 20, 2016

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

I. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. Obligor Warranties

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

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

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

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

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

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

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

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

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

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

IV. Non-Appropriation

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

V. Insurance, Damage, Insufficiency of Proceeds

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

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

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

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

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

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

VI. Title

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

VII. Assignment

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

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

VIII. Maintenance of Equipment

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

IX. Default

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

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

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

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

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

Section 9.04. Return of Equipment and Storage.

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

X. Miscellaneous

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

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

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

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

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

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

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

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

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

Town of Lake Park, Florida

KS StateBank

Signature

Signature

Marsha Jarvis, Senior Vice President

Printed Name and Title

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of January 20, 2016, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

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

One (1) 2016 Mack LEU613 Side Loader Truck

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

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of January 20, 2016, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

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

One (1) 2016 Mack MRU613 Front Loader Truck

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

EXHIBIT B
PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of January 20, 2016, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

Date of First Payment: February 15, 2016
 Original Balance: \$255,628.62
 Total Number of Payments: Five (5)
 Number of Payments Per Year: One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	15-Feb-16	\$53,895.00	\$481.86	\$53,413.14	\$205,018.49
2	15-Feb-17	\$53,895.00	\$5,277.83	\$48,617.17	\$155,305.87
3	15-Feb-18	\$53,895.00	\$4,008.92	\$49,886.08	\$104,579.11
4	15-Feb-19	\$53,895.00	\$2,706.89	\$51,188.11	\$52,817.52
5	15-Feb-20	\$53,895.00	\$1,370.88	\$52,524.12	\$0.00

Town of Lake Park, Florida

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of January 20, 2016, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

Date of First Payment: February 15, 2016
 Original Balance: \$247,916.47
 Total Number of Payments: Five (5)
 Number of Payments Per Year: One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	15-Feb-16	\$52,269.02	\$467.32	\$51,801.70	\$198,833.20
2	15-Feb-17	\$52,269.02	\$5,118.59	\$47,150.43	\$150,620.38
3	15-Feb-18	\$52,269.02	\$3,887.97	\$48,381.05	\$101,424.02
4	15-Feb-19	\$52,269.02	\$2,625.22	\$49,643.80	\$51,224.05
5	15-Feb-20	\$52,269.02	\$1,329.53	\$50,939.49	\$0.00

Town of Lake Park, Florida

 Signature

 Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

RE: Government Obligation Contract dated as of January 20, 2016, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

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

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

Source of Funds : Sanitation Fund

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

Town of Lake Park, Florida

Signature

Printed Name and Title

EXHIBIT D
OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of January 20, 2016, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

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

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

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of January 20, 2016, between Town of Lake Park, Florida (Obligor) and KS StateBank (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____

(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

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

Signature: _____

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

Printed Name & Title: _____

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

Attested By: _____

(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: _____

(Printed Name of individual who signed directly above)

EXHIBIT E

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of January 20, 2016, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

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

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

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

Town of Lake Park, Florida

Signature

Printed Name and Title

INSURANCE REQUIREMENTS

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

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

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

1. Equipment Description

- ◆ One (1) 2016 Mack LEU613 Side Loader Truck
- ◆ One (1) 2016 Mack MRU613 Front Loader Truck
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Deductible

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

3. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$503,545.09.

4. Liability

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

5. Additional Insured and Loss Payee

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

Please forward certificate as soon as possible to:

Fax: (785) 587-4016

or

Email: kkuckelman@ksstatebank.com

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

Town of Lake Park, Florida

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

PREFERRED

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

DEBIT AUTHORIZATION

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

Contract Number 3347888 (Schedule 01) 3347889 (Schedule 02)	Payment Amount \$53,895.00 \$52,269.02	Frequency of Payments Annual
Beginning _____ Month Year	Day of Month 15th	

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

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

Type of Account Checking Savings

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

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

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

8038 REVIEW FORM

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

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

Important Note:

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

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

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

Information Return for Tax-Exempt Governmental Obligations

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

OMB No. 1545-0720

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

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Town of Lake Park, Florida		2 Issuer's employer identification number (EIN) 59-6000355	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 535 Park Avenue	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Lake Park, Florida 33403		7 Date of issue 01/20/2016	
8 Name of issue Government Obligation Contract		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Ms. Bambi Turner, Interim Town Manager		10b Telephone number of officer or other employee shown on 10a (561) 881-3300	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶ <u>One (1) 2016 Mack LEU613 Side Loader Truck</u>	18	256,996
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	02/15/2020	\$ 256,996.17	N/A	4.080 years	2.610 %

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

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

Part VI Miscellaneous

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

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	▶ _____ Signature of issuer's authorized representative	▶ _____ Date	▶ _____ Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name H. Evan Howe	Preparer's signature <i>H. Evan Howe</i> <small>Digitally signed by H. Evan Howe DN: cn=H. Evan Howe, o=Baystone Financial LLC, ou, email=ehowe@baystone.net, c=US Date: 2016.01.20 09:47:07 -0600</small>	Date 01/20/2016	Check <input type="checkbox"/> if self-employed	PTIN P01438994
	Firm's Name ▶ Baystone Financial LLC			Firm's EIN ▶ 48-1223987	
	Firm's Address ▶ 12980 Metcalf, Suite 310, Overland Park, KS 66213			Phone no. (800) 752-3562	

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

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

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Town of Lake Park, Florida		2 Issuer's employer identification number (EIN) 59-6000355	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 535 Park Avenue	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Lake Park, Florida 33403		7 Date of issue 01/20/2016	
8 Name of issue Government Obligation Contract		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Ms. Bambi Turner, Interim Town Manager		10b Telephone number of officer or other employee shown on 10a (561) 881-3300	

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

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶ <u>One (1) 2016 Mack MRU613 Front Loader Truck</u>	18	249,242	75
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

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

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	02/15/2020	\$ 249,242.75	\$ N/A	4.080 years	2.610 %

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

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

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

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	▶	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	▶	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	▶	_____
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)		_____

Part VI Miscellaneous

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

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative Date

▶ _____ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
H. Evan Howe	<i>H. Evan Howe</i> <small>Digitally signed by H. Evan Howe DN: cn=H. Evan Howe, o=Baystone Financial, LLC ou=ema, email=hshowe@baystone.net, c=US Date: 2016.01.20 09:42:29 -0500</small>	01/20/2016		P01438994
Firm's Name ▶	Baystone Financial LLC		Firm's EIN ▶	48-1223987
Firm's Address ▶	12980 Metcalf, Suite 310, Overland Park, KS 66213		Phone no.	(800) 752-3562

Ordinance on First Reading

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 3, 2016

Agenda Item No. *Tab 7*

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA CREATING CHAPTER 71 OF THE TOWN CODE ENTITLED "MURALS"; PROVIDING FOR THE AUTHORIZATION OF BUILDING OWNERS WITHIN THE TOWN OF LAKE PARK'S COMMUNITY REDEVELOPMENT AREA TO DISPLAY MURALS ON THEIR BUILDINGS; PROVIDING FOR THE CRITERIA TO BE APPLIED FOR THE DISPLAY OF MURALS ON BUILDINGS.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE ON 1st READING**
- NEW BUSINESS
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 1-20-16

Nadia Di Tommaso / Community Development Director
Name/Title *ND*

Originating Department: <p style="text-align: center;">Community Development</p>	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Ordinance <u>02</u>-2016
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <p style="text-align: center;"><i>ND</i></p> or Not applicable in this case Please initial one.

Summary Explanation/Background:

Throughout 2015, murals were discussed by the Town Commission. They were discussed in an attempt to introduce the concept of wall art on structures within the Town's Community Redevelopment Area (CRA). The intent of this Ordinance is codify certain provisions that would enable business owners to apply for murals that are strictly art-related without any business signage. Some key elements of the proposed Ordinance include:

- Emphasis on content neutral messages.
- Distance separation of 100 feet to residential structures.
- Application and fee (\$250) requirements involving Community Development Department initial review and final approval by the Town Commission – includes proof of public liability insurance for applicants who are corporations, limited liability companies or partnerships in the amount of \$1,000,000 and a letter of credit in the amount of \$1,500 to ensure the Town is able to collect in the event the mural is found to be in non-compliance with any mural provisions.
- Maximum size not to exceed 80% of a wall, and in no event more than 10,000 square feet with predominantly pictorial images without text.
- Maximum duration of 12 months for a mural, with a one-time 12 month extension if desired (extension may be approved administratively).
- Maintenance and enforcement provisions whereby the mural is required to be maintained in good repair, or is subject to the Town's code enforcement proceedings.

Please refer to the complete proposed Ordinance found herein.

Recommended Motion: I move to APPROVE Ordinance 02-2016 on first reading.

ORDINANCE NO. 02- 2016

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA CREATING CHAPTER 71 OF THE TOWN CODE ENTITLED "MURALS"; PROVIDING FOR THE AUTHORIZATION OF BUILDING OWNERS WITHIN THE TOWN OF LAKE PARK'S COMMUNITY REDEVELOPMENT AREA TO DISPLAY MURALS ON THEIR BUILDINGS; PROVIDING FOR THE CRITERIA TO BE APPLIED FOR THE DISPLAY OF MURALS ON BUILDINGS; 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 and the Board of Commissioners of the Town's Community Redevelopment Agency (CRA) have previously determined that the encouragement of the arts in the community redevelopment area of the Town, and particularly on Park Avenue would further redevelopment; and

WHEREAS, murals have been recognized as a form of artistic expression; and

WHEREAS, the Commission finds that the display of murals on buildings within the Town's community redevelopment area would be consistent with the Commission and the CRA's vision to encourage the arts in the community redevelopment area of the Town; and

WHEREAS, the Commission finds that authorizing property owners within the Town's redevelopment area to allow artists to display murals on their buildings would provide the

provide the owners of those buildings with a unique form of artistic expression within the community redevelopment area of the Town; and

WHEREAS, the Commission finds that the display of murals on buildings within the community redevelopment area is likely to encourage the owners of buildings to redevelop their properties, and thereafter to maintain them because of the improved aesthetic appearance of their buildings and the redevelopment area in general.

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

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

Section 2. Chapter 71 of the Town Code is hereby created to read as follows:

MURALS

ARTICLE I. INTENT.

Section 71-1. It is the intent of these regulations to:

- (1) Create a process permitting the owners of buildings within the Town's community redevelopment area to engage artists to display their mural art containing content neutral messages on their buildings.
- (2) Promote the arts by providing artists with a forum to display their work.
- (3) Encourage property owners to improve the appearance of their buildings, and thereafter to maintain the enhanced appearance of their buildings.
- (4) Protect and enhance property values through the creation of a more attractive economic and business area.
- (5) Protect and enhance the physical appearance of the community redevelopment area by improving its visual appearance.

ARTICLE II. DEFINITIONS.

Sec. 71-2. For the purpose of this chapter, the following definitions apply:

- (1) **Affiliate** means any person, other than the person that controls, is controlled by or is under common control with the first person including, but not limited to, any owner, shareholder, member, partner, officer, director or employee of the first person.
- (2) **Control** means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of any person, whether through ownership of voting securities, by contract or otherwise.
- (3) **Applicant** is any person or entity who, is seeking to be qualified to apply for a mural permit pursuant to this chapter.
- (4) **Copy change** means a type of application by the holder of a mural permit to change a mural painted on a building.
- (5) **Gateway sign** means a sign marking the entrance to a neighborhood, park, or other designated historic, public or geographical areas.
- (6) **Location change** means a type of application by the holder of a mural permit to change the location of a previously approved mural permit.
- (7) **Mural** means a painting or artistic work (including collage effects) composed of pictures or arrangements of color, or similar works of art which may have a commercial sponsorship message not related to any businesses located onsite, and which is made directly onto, projected onto, attached to a building or a wall, or placed as a standalone feature.
- (8) **Mural face** means the entire face of the mural including all noncommercial text, artwork, and commercial sponsorship messages incorporated into a mural.
- (9) **Mural permit** means the permit allowed by this chapter once all criteria described herein has been met.
- (10) **New location** means an available location for a mural placement where there is not currently an active mural permit and otherwise complies with the criteria of this chapter.
- (11) **Permittee** means a person or entity who is the holder of an approved mural permit.
- (12) **Permit fee** means the permit application fee paid for a mural permit.
- (13) **Qualified applicant** means any person or entity as defined herein.
- (14) **Wall** means the exterior surface of a building capable of being occupied, including surfaces free of windows or devoid of occupants behind the area

where the mural is to be placed. Surfaces constructed on roof tops (other than a roof parapet) shall not be considered walls for purposes of this article.

- (15) **Wrap or wrapped mural** means a mural which is continuous on two sides of the building and connects or touches on one side and has the same sponsor. A wrap shall have related paintings, artistic works, or messages on both sides of the mural.

ARTICLE III. CRITERIA FOR MURALS.

Sec. 71-3. Placement of murals on buildings.

- (1) Murals may be placed on the exterior walls of a nonresidential building.
- (2) Murals shall not be placed on buildings that are within 100 feet of a residential structure;
- (3) A mural shall not be placed on buildings such that it prevents a window from being opened;
- (4) A mural not prevent ingress and egress or interfere with site circulation by incorporating images that are misleading to site operators.

Sec. 71-4. Duration.

The same mural shall not be maintained on a building any longer than 12 months. At the conclusion of the 12 months, the mural shall either be removed in its entirety, or replaced with a new mural which has obtained a permit as required by this chapter. A one-time, 12-month extension can be applied for and approved administratively and is subject to the permit fee.

ARTICLE IV. PARTICIPATING ARTISTS.

Sec. 71-5. Qualification as a participating artist.

An individual who proposes to be a participating artist shall submit the following information.

- (1) A mural permit application from the building owner; and
- (2) The name, address, phone number and other pertinent information of the applicant, and if the applicant is an entity, such as a corporation, limited liability company, or partnership, the names and business addresses of the principal officers, and other persons who own more than five percent of the entity; and

- (3) Proof, reasonably satisfactory to the Town risk management administrator, that any applicant who is a corporation, limited liability company, or partnership has (and can maintain at all times) public liability insurance in the amount of \$1,000,000; and
- (4) Proof that the applicant is in good standing with the Town and the county for any pending code enforcement matters. No individual, business, building or property owner, or affiliate of an individual, business or building or property owner may apply for a mural permit if that person or entity has displayed an illegal mural, banner, sign or any type of outdoor advertising in the Town by receiving a notice of violation, any summons to appear, or a ticket for any illegal mural, banner, sign, or any type of outdoor advertising in violation of the Town Code; and
- (5) A letter or credit in the amount of \$1,500.00 in a form reasonably acceptable to the Town and approved by the Town Attorney. The Town shall be named as a beneficiary to the letter of credit and be authorized to collect on the letter of credit in the event the Applicant is found to be in non-compliance with any provision of this article and any fines assessed in respect of such non-compliance are not paid within 30 days of the assessment or if the Town is required to send personnel to ensure compliance with any provision of this article. The Town shall be authorized to collect against the letter of credit all fees, fines, and penalties; together with expenses incurred by it with respect to such personnel, including, but not limited to, the costs associated with the investigation and determination of the violation; and
- (6) The applicant shall not be indebted to the Town for any fees, fines, liens business tax receipt fees, zoning certificate fees, code enforcement fines or liens, palm beach county fire rescue liens, unsafe structure fines or liens, or any other fee, fine, penalty, or lien due and owing to the Town.

ARTICLE VI. MURAL APPLICATIONS AND PERMITS.

Sec. 71-6. Mural Applications.

Applicants shall submit applications to display murals on buildings to the Community Development Department. The application shall include a depiction of the mural proposed for a building and identify the building upon which it will be displayed.

Upon submission of an application the Department shall determine whether, the applicant has complied with the criteria set forth herein.

A qualified applicant's permit application shall contain the following:

- (1) Dimensioned elevation drawing and photo of the wall or ground area where the mural is to be located.

- (2) A colored drawing or colored computer simulation depicting the mural face.
- (3) Two photographs or two computer simulations depicting the wall and the mural superimposed on the wall.
- (4) A survey identifying the property boundaries.
- (5) An aerial image of the site identifying the surrounding properties, their existing use and distance (measured in feet) from the applicant's site.
- (6) Payment of a non-refundable administrative permit fee in the amount of \$250.00. A wrap-around wall mural shall be considered under a single mural permit however, if murals are proposed on more than one building wall and are not a continuation of one another, separate mural permits and fees are required.
- (7) The address of the subject building and the specific wall on the building upon which the mural would be attached.
- (8) Proof that the building where the mural is to be placed is in compliance with applicable laws, as defined herein, and does not have any outstanding code violations pending, or liens recorded or past code violations.
- (9) Completion by the applicant of the Town indemnity and hold harmless agreement, in a form approved to by the Town attorney.
- (10) The applicant shall provide a list of all property owners within 300 feet of the building proposed for a mural together with address labels and funds to cover the cost of certified mail to property owners.

Sec. 71-7. Approval process for permit issuance.

Once all the mural permit requirements have been received by the Community Development Department, the Department Director shall direct the final application package to the Town Commission for approval, approval with modifications, or denial. All properties within 300 feet of the subject property, shall be notified with a certified mail notice description of the proposal at least 7 days before the Town Commission meeting. The applicant shall bear the costs of this notification. The proposal shall be approved by Resolution of the Town Commission.

Sec. 71-8. Mural permit criteria.

- (1) Mural size. Murals may be painted on up to 80 percent of a wall. In any event, a mural may not be greater than 10,000 square feet.
- (2) Mural size. The mural face shall be predominantly pictorial with no text.
- (3) Illumination. The illumination of a mural shall only be by indirect lighting, and shall only be permitted from 6:00 p.m. to midnight Standard Time and 7:00 p.m. to midnight Day Light Savings Time. If illumination is proposed, a signed and sealed photometric plan shall accompany the application for those murals adjacent to residential property.
- (4) Location. Murals shall be placed only on walls.
- (5) Public safety. Mural faces shall not have any moving or animated parts, or any other electronic movements, and shall not be illuminated in such a manner so as to cause glare or to impair the vision of motorists or otherwise distract motorists and interfere with their ability to safely operate their vehicles.
- (6) Unoccupied buildings. A mural shall be permitted on an unoccupied building only if the building possesses a valid Town permanent certificate of occupancy.

Sec. 71-9. Review by the Community Development Department

- (1) The Town Community Development Department or designee shall be responsible for the review of mural permits with the criteria established herein prior to forwarding the application to the Town Commission.
- (2) The Town Community Development Department or designee shall keep an updated map and permit records/photos depicting the locations of all approved mural permits.
- (3) A permittee shall have 60 days from the issuance a mural permit to install a mural at the approved site. Should the permittee fail to install the permitted mural within the 60-day period, the Town Community Development Department or designee shall rescind the mural permit.

Sec. 71-10. Changes in art work, copy, or applications.

- (1) An Applicant may change the copy on the mural face by filing a revision permit application and the payment of a \$100 revision fee. Such application shall be submitted to the Town Community Development Department and adhere to the Application Requirements and Approval Process for Permit Issuance listed herein, which includes Town Commission approval.

- (2) Location change application. Mural permits are not transferable. All location changes shall be subject to the review procedure set forth herein.

Sec. 71-11. Enforcement.

- (1) Enforcement of any provisions of this chapter shall be through the Town Code Enforcement procedures outlined in Chapter 9 of the Town Code.
- (2) The Town shall be authorized to collect against the letter of credit all fees, fines and penalties, as well as all expenses incurred by the enforcement of this Ordinance.
- (3) In the event an Applicant is found to be in non-compliance by the Town's Special Magistrate, any and all mural permits issued pursuant to this Ordinance shall be revoked and the Applicant shall forfeit the right to apply for any subsequent mural permits for a five year period following revocation. A notice of rescission shall be provided to the Applicant, and require the Applicant to remove all murals permitted pursuant to this Ordinance within five days of receipt of such notice. If the Applicant fails to remove the mural(s) after receipt of such notice, enforcement proceedings may be immediately initiated.
- (4) A mural that has been erected without a valid mural permit shall be removed within 24 hours of the building owner's receipt of notification from the Town that the mural is in violation of the Town Code. If the mural erected without a valid mural permit poses a threat to the public welfare (through the use of obscene symbols or other similar prohibitions), the Town, by and through its designee, shall be permitted to enter the building premises in violation and remove the mural and code enforcement shall adhere to the code enforcement procedures to abate a nuisance outlines in Chapter 54 of the Town Code.
- (5) The building owner shall strictly comply with the provisions of this chapter throughout the term of a permit. Failure to do so may result in the Town's revocation of the permit and the forfeiture of the building owner's opportunity to apply for subsequent mural permits for a five-year period.

Sec. 71-12. Maintenance.

- (1) In the event a Town code compliance officer finds that any mural permitted pursuant to this article is not being maintained in good repair or appears faded, torn, or in similar condition of deterioration, the code enforcement officer shall send written notice to the property owner and order the owner to repair the mural. In the event the owner fails to repair the mural the Town may initiate proceedings to rescind the mural permit through the code enforcement proceedings outlined herein and require the removal of the mural and would be subject to Section 71-11 of this chapter.
- (2) The building owner shall assure that each building/structure for which a mural permit has been issued shall be throughout the term of the permit in full compliance with all applicable federal, state, county and Town laws and regulations including, without limitation, building, life/safety, electrical, and similar technical codes, minimum housing, land use and zoning, sanitary, solid waste, storm water, water and sewer, and such other applicable laws as further the public health, safety and general welfare.

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

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 3, 2016

Agenda Item No. *Tab 8*

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CREATING ARTICLE IV OF CHAPTER 22 ENTITLED "PANHANDLING".

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE ON 1st READING**
- NEW BUSINESS
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *J. J. [Signature]* Date: *1-20-16*

Nadia Di Tommaso / Community Development Director
 Name/Title *ND*

Originating Department: Community Development	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Ordinance <u>03</u>-2016
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <i>ND</i> OR Not applicable in this case Please initial one.

Summary Explanation/Background:

Staff was approached by the Palm Beach County's Sheriff's Office regarding the implementation of a panhandling Ordinance similar to the Ordinances adopted by Palm Beach County and the Village of North Palm Beach. Since the Town has certain *hot-spots* for panhandlers and some of these *hot-spots* present life-safety and public welfare concerns, specifically when panhandlers are soliciting in roadway medians or at Automatic Teller Machines, the Town Attorney reviewed those Ordinances that have already been enacted and has recommended that the Town adopt a similar Ordinance. This Ordinance, in part, prohibits panhandling (solicitation) pursuant to the following:

1. No person shall panhandle in an aggressive manner within the Corporate Limits of the Town.
2. No person shall panhandle within twenty (20) feet of any automated teller machine, an entrance or exit to a banking facility, or an entrance or exit to a business establishment open to the public or a governmental building.
3. No person shall panhandle when either the person soliciting or the person being solicited is at a bus stop or within a public transportation vehicle.
4. No person shall panhandle in any parking lot or parking garage.
5. No person alongside or within the median of any roadway shall panhandle from any occupant of a motor vehicle that is on a roadway nor shall any person stand alongside a roadway or within the median for the purpose of panhandling.
6. No person shall panhandle on private property without the permission of the owner.

Please refer to the complete proposed Ordinance found herein.

Recommended Motion: I move to APPROVE Ordinance 03-2016 on first reading.

ORDINANCE NO. 03-2016

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CREATING ARTICLE IV OF CHAPTER 22 ENTITLED "PANHANDLING"; PROVIDING FOR AN INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE REGULATION OF CERTAIN CONDUCT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Commission finds that there has been an increase in panhandling, begging and the solicitation of residents and visitors in the Town of Lake Park (Town) by individuals in the public rights-of-way, at the intersections of public right-of-ways, and in other public parks or places of the Town; and

WHEREAS, the Commission finds that the panhandling, begging and solicitation of residents and visitors traversing the public right-of-ways is distracting to, and is of concern to motorists because of the potential for motorists and/or the pedestrians who are involved in the panhandling, begging, and solicitation to become involved in accidents; and

WHEREAS, the Commission finds that panhandling, begging, and solicitation from motorists in public rights-of-way and at the intersections of public right-of-ways in the Town is disturbing, distracting and disruptive and results in residents and visitors feeling unsafe; and

WHEREAS, the Commission finds that panhandling, begging, and solicitation in the Town's public parks and other public areas of the Town is disturbing, distracting, and disruptive and results in residents, visitors and business owners and employees in the Town feeling unsafe; and

WHEREAS, the Commission finds panhandling, begging, and the solicitation of residents and visitors in the Town contributes to a loss of access to, and the avoidance of certain public right-of-ways, parks and places in the Town; and

WHEREAS, the Commission finds that panhandling, begging, and solicitation disrupts the access of residents and visitors to public right-of-ways, parks and places, and to the businesses in the Town and is sometimes intimidating, creates concerns regarding an individual's safety and undermines the Commission's efforts to promote and attract residents, visitors and businesses to the Town;

WHEREAS, it is the intent of the Commission to regulate panhandling, begging, and solicitation in the Town is necessary to preserve the quality of life within the Town; and

WHEREAS, the Town Commission intends to regulate panhandling, begging and solicitation in the Town without being more intrusive to the exercise of Constitutionally protected activities, such as the freedom of speech and expression than is necessary to protect its residents, visitors and businesses; and

WHEREAS, the Town Commission finds that adoption of this Ordinance is the least restrictive means to provide a content neutral restriction on panhandling, begging, and solicitation, serves a significant government interest, and leaves open ample alternative channels of communication in the Town.

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

Section 1. The foregoing recitals are the legislative findings of the Commission and are incorporated herein.

Section 2. The Town Commission hereby creates Article IV of Chapter 22 to read as follows:

Article IV. Panhandling.

Sec. 22-114. Intent.

The intent of this Section is to protect persons from threatening, intimidating or harassing behavior, to keep public places safe and attractive for use of all members of the community, to provide for the free flow of traffic and the safety of motorists and pedestrians and to preserve public places where persons can interact in a peaceful manner. This is not intended to prohibit constitutionally protected speech or conduct.

Sec. 2-114. Definitions

Whenever the following words and phrases are used in this Section, they shall have the following meanings:

Aggressive manner shall mean:

1. Intentionally or recklessly making any physical contact with or touching another person in the course of the solicitation; or
2. Following the person being solicited, if that conduct is:
 - a. Intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or
 - b. Intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation; or
3. Continuing to solicit within five (5) feet of the person being solicited after the person has made a negative response, if continuing the solicitation is:
 - a. Intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or
 - b. Intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation; or
4. Intentionally or recklessly blocking the safe or free passage of the person being solicited or requiring the person, or the driver of a vehicle, to take evasive action to avoid physical contact with the person making the solicitations, or
5. Intentionally or recklessly using words:

- a. Intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or
- b. Intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation; or

Automated teller machine means a device, linked to a financial institution's account records, which is able to carry out transactions, including but not limited to, account transfers, deposits, cash withdrawals, balance inquiries, and mortgage and loan payments.

Banking facility means all banks, trust companies, private bankers, savings banks, safe deposit companies, savings and loan associations, credit unions and investment companies.

Panhandle means to beg or solicit through the spoken, written or printed word or through others acts or body gestures for the purpose of requesting money or any other thing of value where the person solicited receives little or no monetary value in exchange and where a reasonable person would understand that the transaction is essentially a donation. Panhandling shall not include: (a) the solicitation of contributions on behalf of a charitable entity or other organization exempt from taxation pursuant to Section 501(c)(3) of the United States Internal Revenue Code; or (b) passively performing music with a sign indicating that a donation is sought.

Sec. 2-116. Prohibited conduct.

1. No person shall panhandle in an aggressive manner within the Corporate Limits of the Town.
2. No person shall panhandle within twenty (20) feet of any automated teller machine, an entrance or exit to a banking facility, or an entrance or exit to a business establishment open to the public or a governmental building.
3. No person shall panhandle when either the person soliciting or the person being solicited is at a bus stop or within a public transportation vehicle.
4. No person shall panhandle in any parking lot or parking garage.
5. No person alongside or within the median of any roadway shall panhandle from any occupant of a motor vehicle that is on a roadway nor shall any person stand alongside a roadway or within the median for the purpose of panhandling.
6. No person shall panhandle on private property without the permission of the owner.

Sec. 2-117. Penalties

Anyone found by a court to have violated this Ordinance is guilty of a misdemeanor of the 2nd degree and shall be punished by a fine of \$250, or imprisonment for 6 months.

Section 3. The Provisions of this Ordinance shall become and be made a part of the Code of the Town of Lake Park.

Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 5. All Ordinances or parts of Ordinances and Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

Nadia DiTommaso

From: Vassalotti, Nicholas M <VassalottiN@pbso.org>
Sent: Wednesday, January 27, 2016 11:29 AM
To: Nadia DiTommaso
Subject: RE: Panhandling

Ok... Good to go.

Lieutenant Nicholas Vassalotti
Commander – District 10, Town of Lake Park
561-881-3325



From: Nadia DiTommaso [mailto:NDiTommaso@lakeparkflorida.gov]
Sent: Wednesday, January 27, 2016 9:50 AM
To: Vassalotti, Nicholas M
Subject: Panhandling
Importance: High

Good morning-

The Ordinance is being published today for next week's meeting. The following language has been included for enforcement per the Attorney's request, but if you can let me know before noon time today whether it is consistent with the misdemeanor regs, this would be greatly appreciated.

Sec. 2-117. Penalties

Anyone found by a court to have violated this Ordinance is guilty of a misdemeanor of the 2nd degree and shall be punished by a fine of \$250, or imprisonment for 6 months.

Thank you,
Nadia

Nadia Di Tommaso, *LEED Green Associate*
Community Development Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3319
Fax: (561) 881-3323

Board Membership

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 3, 2015

Agenda Item No. *Tab 9*

Agenda Title: Anthony "Tony" Bontrager – Nominated for appointment to the Library Board as an Regular Member

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

Approved by Town Manager *J. Rapoza* **Date:** 1-21-16

Vivian Mendez, Town Clerk, CMC
Name/Title

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

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

Commissioner Rapoza has made a nomination to appoint the following applicant to the Library Board:

Anthony "Tony" Bontrager

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

Vivian Mendez

From: Kathleen Rapoza
Sent: Wednesday, January 20, 2016 9:46 AM
To: Vivian Mendez
Subject: Re: Volunteer applicant

Good morning Vivian;

It seems that Mr. Bontrager is well qualified, as a 16 year teacher, with good intentions, therefore, I would be happy to nominate him, for the volunteer position at the Library.

Best regards,

Kathy Rapoza,
Commissioner, Lake Park

On Jan 19, 2016, at 3:53 PM, Vivian Mendez <vmendez@lakeparkflorida.gov> wrote:

Good afternoon,

The Town Clerk's Office has received a Town Board application. The applicant has indicated on their application that they would be interested in serving the Library and Planning & Zoning Boards. The application can be found attached or in the Dropbox under Board Applications.

In order for this application to move forward to a Commission meeting agenda it needs a nomination. If a member of the Commission wishes to nominate the applicant please respond to this email.

Sincerely,

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

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

<volunteer applicant January 2016.pdf>



Office of the
Town Clerk

January 19, 2016

Commission-appointed Board Volunteer List:

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

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

New applicant:

Anthony "Tony" Bontrager has applied for appointment on the Library and Planning & Zoning Boards as a regular member. The Library and Planning & Zoning Boards each have one (1) regular membership opening.

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

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

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

www.lakeparkflorida.gov



The Town of Lake Park

Application to Serve on Town Boards and Committees

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

Please print the following information:

Name: Bontrager Anthony "Tony" L.
Last First Middle

Address: 1505 Crescent Circle A1A

Telephone: home _____ work _____ cell 561-701-5877

E-Mail Address TonyBontrager25@gmail.com

	Yes	No
Are you a resident of Lake Park	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you a non-resident business owner in Lake Park	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are you a registered voter (Response to this question is not mandatory)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you currently serve on a Town Board or Committee	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If so, which one(s): _____

Have you been convicted of a crime Yes No

If so, when? _____ where? _____

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

<input checked="" type="checkbox"/> <u>3</u>	Code Compliance *	<input type="checkbox"/> _____	Tree Board
<input type="checkbox"/> _____	CRA Board (Community Redevelopment Agency)	<input checked="" type="checkbox"/> <u>1</u>	Planning & Zoning/Historic Preservation Board *
<input type="checkbox"/> _____	Harbor Marina Advisory Board	<input checked="" type="checkbox"/> <u>2</u>	Library Board
<input type="checkbox"/> _____	Construction Board of Adjustments & Appeals		

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

Your Name: Tony Bontrager

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

I'm a teacher & love to read and would love to help with helping improve the library.

Number of Meetings of the above boards you have attended in the past six months: _____

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

Graduate school - former planning & zoning board member

What is/was your profession or occupation: Teacher

How long: 16 years

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

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: former planning and zoning board member and miss being involved in our community.

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

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

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

Signature: Anthony Bontrager Date: 1/19/16

