



# AGENDA

Lake Park Town Commission  
 Town of Lake Park, Florida  
 Regular Commission Meeting  
 Wednesday, June 15, 2016

Immediately Following Visioning Workshop  
 Lake Park Town Hall  
 535 Park Avenue

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

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. Chili Cook-off Wrap-up

Tab 1

- D. PUBLIC COMMENT:  
 This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.
- E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to

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

2. Regular Commission Meeting Minutes of June 1, 2016 Tab 2
- F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:  
None
- G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:  
None
- H. NEW BUSINESS:
3. Budget Initiatives for Fiscal Year 2016-2017 Tab 3
4. Award of Bid 102-2016 Repair to Town Hall Air Conditioning Chiller System Tab 4
5. Amendment for State Aid to Libraries Grant Amount Tab 5
6. Resolution No. 23-06-16 First Amendment to the Town Manager Employment Agreement between the Town of Lake Park and John O. D’Agostino Tab 6
- I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:
- J. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, July 6, 2016

# **Special Presentations /Reports**

# TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 06/15/16

Agenda Item No. Tab 1

Agenda Title: Chili Cook-off Wrap-up

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *J. D'Agostino* Date: 6-6-16

John O. D'Agostino, Town Manager

Name/Title

<b>Originating Department:</b>  Town Manager	Costs: \$0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>
<b>Advertised:</b> 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 <b>Please initial one.</b>

**Summary Explanation/Background:** Recently, Tromsi was awarded the ICS Chili Cook-Off State Championship that is scheduled for Saturday February 11, 2017. ICS raised over 30 million over the years for charities. The Chili Cook-Off under the ICS banner in Lake Park establishes the foundation for larger national competitions and the ability to donate greater sums of money to non-profits like the Kiwanis Club of Lake Park. The KISS FM Cook-off is the largest event of its kind in Florida. The event scheduled in Lake Park will be the second largest event in the State.

The Kiwanis Club partnered with Robert Trepp and Tromsi Inc., to bring the chili cook-off to Lake Park. The organizers would like to make a presentation to the winner of the chili cook-off competition.

**Recommended Motion:** No Motion is necessary.

# **Consent Agenda**

# TAB 2



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** June 15, 2016

**Agenda Item No.** *Tab 2*

**Agenda Title: Regular Commission Meeting Minutes of June 1, 2016**

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

**Approved by Town Manager** *[Signature]* **Date:** *6/16/16*  
*Vivian Mendez - Town Clerk*

**Name/Title**

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

**Summary Explanation/Background:**

**Recommended Motion:**

To approve the Regular Commission Meeting Minutes of June 1, 2016.



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, June 1, 2016,  
Immediately Following the  
CRA Board Meeting  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Mayor</b>
<b>Erin T. Flaherty</b>	—	<b>Commissioner</b>
<b>Anne Lynch</b>	—	<b>Commissioner</b>
<b>Michael O'Rourke</b>	—	<b>Commissioner</b>
<hr style="border-top: 1px dashed black;"/>		
<b>John O. D'Agostino</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian Mendez, CMC</b>	—	<b>Town Clerk</b>

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

None

D. PUBLIC COMMENT:

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

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

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

1. Regular Commission Meeting Minutes of May 18, 2016 Tab 1
  2. Resolution No. 21-06-16 Authorizing the Mayor to Sign the Application for State Aid to Libraries Technology Grant Tab 2
  3. Resolution No. 22-06-16 Authorizing and Directing the Mayor to Execute the Fifth Amendment to Amended and Restated Interlocal Agreement – Northlake Boulevard Task Force Tab 3
- F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**  
None
- G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:**  
None
- H. BOARD MEMBERSHIP NOMINATION:**
4. Judith Thomas – Nominated for re-appointment to the Planning & Zoning Board as a Regular Member Tab 4
  5. Lanae Barnes – Nominated for appointment to the Planning & Zoning Board as a Regular Member. Tab 5
- I. NEW BUSINESS:**
6. Setting the Dates for Budget Meetings that will Review and Establish the Fiscal Year 2016-2017 Budget Tab 6
  7. Replacement of Vacuum Compressor Assembly on the Stormwater Utility Vacuum Truck by Sole Source Vendor Tab 7
  8. Award of Contract to Wilson-Rowan Locksmith Co. for Procurement and Installation of New Key-level System for Town Hall with Three Electronic Locks Tab 8
  9. Professional Services Contract for Stormwater ESU Update Tab 9
  10. Revision of the Lake Park Harbor Marina Dockage Agreement Tab 10
  11. Revision of the Lake Park Harbor Marina Transient Dockage Agreement Tab 11
  12. County Interlocal Agreement One Cent Sales Tax Increase Tab 12
- J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**
- K. ADJOURNMENT:**

**Next Scheduled Regular Commission Meeting will be held on Wednesday, June 15, 2016**



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, June 1, 2016, 8:00 PM**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, June 1, 2016 at 8:00 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Anne Lynch and Michael O'Rourke, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez conducted the rollcall and Mayor DuBois announced that the pledge of allegiance was conducted during the CRA Board meeting earlier in the evening.

**SPECIAL PRESENTATIONS/REPORTS**

None

**PUBLIC COMMENT:**

None

**CONSENT AGENDA:**

- 1. Regular Commission meeting minutes of May 18, 2016.**
- 2. Resolution No. 21-06-16 Authorizing the Mayor to Sign the Application for State Aid to Libraries Technology Grant.**
- 3. Resolution No. 22-06-16 Authorizing and Directing the Mayor to Execute the Fifth Amendment to Amended and Restated Interlocal Agreement – Northlake Boulevard Task Force.**

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

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Lynch	X		
Commissioner O'Rourke	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:**

None

**BOARD MEMBERSHIP NOMINATIONS:**

**4. Judith Thomas – Nominated for re-appointment to the Planning & Zoning Board as a Regular Member.**

**Motion: Vice-Mayor Glas-Castro nominated Judith Thomas as a regular member to the Planning & Zoning Board; Commissioner Flaherty seconded the nomination.**

Commissioner O'Rourke thanked Ms. Thomas for her many contributions on the Planning & Zoning Board.

Vote on Motion:

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

Motion passed 5-0.

**5. Lanae Barnes – Nominated for appointment to the Planning & Zoning Board as a Regular Member.**

Ms. Barnes introduced herself to the Commission and thanked them for the nomination.

**Motion: Vice-Mayor Glas-Castro nominated Ms. Barnes to the Planning & Zoning Board as a regular member; Commissioner O'Rourke seconded the nomination.**

Vote on Motion:

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

Motion passed 5-0.

Mayor DuBois congratulated Ms. Barnes on her appointment to the Planning & Zoning Board.

**NEW BUSINESS:**

**6. Setting the Dates for Budget Meetings that will Review and Establish the Fiscal Year 2016-2017 Budget.**

Town Manager D'Agostino explained the item (see Exhibit "A"). The Commission discussed the proposed budget meeting dates and their availability. The Commission requested that next year's budget calendar be distributed earlier in the year to assist with

vacation scheduling. After some discussion by the Commission on the proposed budget meeting dates, the Commission came to consensus to conduct the budget meetings on the following dates:

First Budget meeting on Wednesday, July 13, 2016 at 6:30 p.m.

Second Budget meeting on Wednesday, August 10, 2016 at 6:30 p.m.

First Public Hearing on the Budget on Thursday, September 8, 2016 at 6:30 p.m.

Final Public Hearing on the Budget on Tuesday, September 20, 2016 at 6:30 p.m.

**7. Replacement of Vacuum Compressor Assembly on the Stormwater Utility Vacuum Truck by Sole Source Vendor.**

**Motion: Commissioner O'Rourke moved to approve the replacement of vacuum compressor assembly on the Stormwater Utility Vacuum truck; Commissioner Lynch seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**8. Award of Contract to Wilson-Rowan Locksmith Co. for Procurement and Installation of New Key-level System for Town Hall with Three Electronic Locks.**

**Motion: Commissioner O'Rourke moved to award a contract to Wilson-Rowan Locksmith Co. for procurement and installation of a new key-level system for Town Hall with three electronic locks; Vice-Mayor Glas-Castro seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**9. Professional Services Contract for Stormwater ESU Update.**

**Motion: Commissioner O'Rourke moved to approve professional services contract for Stormwater ESU update; Vice-Mayor Glas-Castro seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other

Commissioner Flaherty	X		
Commissioner Lynch	X		
Commissioner O'Rourke	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

**10. Revision of the Lake Park Harbor Marina Dockage Agreement.**

The Commission stated that the dockage agreement items be consolidated under one motion.

**Motion: Commissioner O'Rourke moved to consolidate the agenda items pertaining to the Marina Dockage and Transient Dockage Agreements into one motion; Commissioner Flaherty seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

Town Manager D'Agostino introduced Salvatore (Ted) Schiafone as the new Marina Director. Mr. Schiafone was honored to be selected to work for the Town. He apologized for reviewing the Dockage agreements so far. Mayor DuBois stated that if there were any suggested changes the item could be reconsidered by the Commission at a future meeting.

**11. Revision of the Lake Park Harbor Marina Transient Dockage Agreement.**

**Motion: Commissioner O'Rourke moved to the Marina Dockage Agreement and the Transient Dockage Agreement; Commissioner Lynch seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**12. County Interlocal Agreement One-Cent Sales Tax Increase.**

Town Manager D'Agostino explained the item (see Exhibit "B"). Mayor DuBois explained that the Town does not have the funds to perform infrastructure improvements.

The Town would need to commit to a 10 or 20-year Bond and if the funds were received in less time, the Town would need to put some of the funds aside to ensure payment.

Chief Accountant Lourdes Cariseo explained that even though the Town could receive an excess of \$2.7 million (and if the Commission were thinking of a stream of revenue for the Bond payments for 10-years) that would only mean that the Town would collect the funds in advance. She explained that the Town would set it aside in a debt service fund to make the debt payment. She stated that there would not be an issue about not collecting.

Vice-Mayor Glas-Castro explained that if the item were not placed on the Palm Beach County ballot due to lack of support or it does get on the ballot and it fails, Palm Beach County has agreed to do other types of financing. She explained that Palm Beach County would still do their improvements to the unincorporated areas and the Town would have no benefit. She stated that with the infrastructure sales tax everyone would receive a percentage of the surtax, which would be used for the Town's infrastructure improvements. Mayor DuBois asked if parts of the Capital Improvements Schedule that were infrastructure related had been included in the list.

Public Works Director Dave Hunt explained that a 20-year plan to overlay the entire Town was used to replace 20 percent of all sidewalks, striping, stop bars, etc., which would cost approximately \$30 million total to get the Town back on track. Town Manager D'Agostino stated that it did not include things like replacement of the roof. Mayor DuBois suggested including the Capital Improvement Schedule so that it would be on file with Palm Beach County. Town Manager D'Agostino explained that there would be a Palm Beach County review committee, Palm Beach County School Board committee, and a Local committee on how the expenditures match up to the original request. Mayor DuBois expressed concern with the Local committee being the Palm Beach County League of Cities. Vice-Mayor Glas-Castro stated that Palm Beach County League of Cities would put together a committee and was not sure that the specific criteria for the committee. Mayor DuBois asked who would assume those responsibilities, such as the Planning & Zoning Board. Town Manager D'Agostino suggested a separate body review. Mayor DuBois explained that the documentation reflected that an independent advisory board would review and make recommendations to the Commission. Town Manager D'Agostino agreed and his understanding was that the smaller communities would have the League take the responsibility. Vice-Mayor Glas-Castro shared that the Village of Palm Springs included their Capital Improvement Schedule. Town Manager D'Agostino suggested that both lists be combined into one master list.

Mayor DuBois recapped that other municipalities have stated that they do not need the funds.

**Motion: Commissioner O'Rourke moved to approve the County Interlocal Agreement One-Cent Sales Tax Increase; Vice-Mayor Glas-Castro seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
-------------------	-----	-----	-------

Commissioner Flaherty	X		
Commissioner Lynch	X		
Commissioner O'Rourke	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** announced the June Sunset Celebration for Friday June 24, 2016, which would include an Independence Day theme, with a County Western Band. He explained that staff was anticipating a larger crowd. He asked if the venue could be moved to Lake Shore Park if the event grows. The Commission agreed to move the event to Lake Shore Park if Sunset Celebration would be larger than usual.

He announced that the Volunteer Appreciation Reception invitations were mailed out. The event would be held on Friday, June 17, 2016 at 6:00 p.m. at the Art on Park Gallery (800 Park Avenue). Mayor DuBois explained that the event allows a flow of people to come and go at will.

He announced a new Diversity Council member from Viking Yachts. There have been no summer camp vouchers issued so far. Summer Camp begins June 6 and goes through July 27, 2016 in the Village of North Palm Beach. He stated that the Bethlehem Baptist Church also had a summer camp program available for Lake Park residents at \$25.00 a week.

He would be attending the Managers State-wide meeting in Orlando on Thursday, June 2 and June 3, 2016.

**Commissioner Lynch** announced that Palm Beach Post reporter Frank Cerabino would be giving a lecture at the Library on June 8, 2016 at 7:00 p.m. about "How reading leads to writing".

**Commissioner Flaherty** referred to a discussion during the CRA Board meeting regarding prohibited parking along Park Avenue east of the clock tower. He stated that during campaigning comments were made regarding the parking restrictions. He expressed concern regarding parking on the dark streets in Town and not on Park Avenue. He asked that staff consider changing the restrictions of parking on Park Avenue. He suggested that former Lake Park summer camp attendees be contacted regarding the summer camp opportunities available. Town Manager D'Agostino stated that staff would contact former Lake Park summer camp attendees. Mayor DuBois suggested that Bridges at Lake Park be contacted.

**Commissioner O'Rourke** thanked Mayor DuBois for hosting the Memorial Day celebration held on Monday, May 30, 2016 at Kelsey Park.

**Vice-Mayor Glas-Castro** thanked Ms. Barnes for volunteering on the Planning & Zoning Board.

**Mayor DuBois** thanked staff for assisting with the Memorial Day celebration event. He announced that a Town resident, veteran Mel Clark passed away and would be missed.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Flaherty and seconded by Commissioner Lynch, and by unanimous vote, the meeting adjourned at 9:11 p.m.

---

Mayor James DuBois

---

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2016



*Exhibit "A"*

**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** June 1, 2016                      **Agenda Item No.** *Table*

**Agenda Title:** Setting the Dates for the Budget Meetings that will review and Establish the Fiscal Year 2016-2017 Budget

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

**Approved by Town Manager** *John G. Turner*                      **Date:** 5-16-16

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

<b>Originating Department:</b>  <p style="text-align: center;"><b>FINANCE</b></p>	Costs: \$ N/A Funding Source: N/A Acct. # N/A <input checked="" type="checkbox"/> Finance ____ BKR ____	<b>Attachments:</b>  Proposed Town of Lake Park 2016/17 Budget Calendar
<b>Advertised:</b> 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>_BKR_</u>  <b>Please initial one.</b>

**Summary Explanation/Background:**

Attached is a proposed Town of Lake Park 2016/17 Budget Calendar, which summarizes the schedule of dates and tasks required to prepare, present, and pass a budget for the Town of Lake Park. The proposed schedule provides for four evening meetings where the Commission and the public can come to express their views on the Proposed Budget and/or on any specific element of the Budget. Additionally, there are proposed one-on-one meetings with each Commissioner. We will provide each Commissioner with an updated binder prior to each meeting and post the Proposed Budget on the web-site prior to each meeting.

At the First Budget Meeting the Town Commission sets a proposed (not to exceed) millage rate, and sets the date, time and place of the first public hearing.

**Recommended Motion:**

I move we set the date for the First Budget Meeting for July 13, 2016 at 6:00 p.m.; a Second Budget Workshop for August 17, 2016 at 6:00 p.m.;

**Town of Lake Park**  
**2016/17 Budget Calendar**

---

<b><u>Dates</u></b>	<b><u>Required Budget Action</u></b>
May 6	Worksheets available to staff (publicshare\BUDGET FY 2016-2017)
May 20	Department Priorities schedule due back to Finance
June 1	Present Budget Calendar at the Commission Meeting
June 1	Estimate of Taxable Value received from Property Appraiser
June 8	Budgets due back to Finance for review
June 13-24	Individual budget meetings with Department Heads
June 15	Receive the Commission's Priorities at the June 15, 2016 meeting
June 28	Preliminary budget is delivered to the Commission
July 1	Property Appraiser submits Certificate of Taxable Value (DR420)
July 2 – July 10	Rework changes into the proposed budget
<b><u>July 13</u></b>	Town Commission holds a <u>Budget Meeting</u> to review the budget and at the Town Commission Meeting sets the <u>proposed millage rate</u> , any <u>other fee or rate adjustments</u> , and sets <u>the date, time and place of the first public hearing</u> (September 8)
July 15	Proposed millage rate & calculation of rolled back rate and date for first public hearing on budget due to Property Appraiser (within 35 days of receipt of taxable value)
August 8-12	One-on-one meetings with the Commission
<b><u>August 17</u></b>	Town Commission holds a second <u>Budget Meeting</u> to hear public comment, review the Fund Budgets, and discuss Town's Initiatives
<b><u>September 8</u></b>	First Public Hearing on budget at 6:30 in the Town Commission Chambers; adoption of a tentative millage rate and proposed operating budget. Subject to blackout dates from Palm Beach County Commission and Palm Beach County - School Board.
September 16-19	Run TRIM budget ad in newspaper
<b><u>September 22</u></b>	Final public hearing on budget; adoption of millage rate and 2016/17 budget. Subject to blackout dates from Palm Beach County (PBC) and Palm Beach County School District (PBCSD), which dates are not yet published.
<b><u>September 7</u></b>	PBC-School Board meeting date
<b><u>September 6 &amp; 19</u></b>	PBC Board of Commissioners meeting dates



Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 1, 2016

Agenda Item No. Tab 12

Agenda Title: County Interlocal Agreement One Cent Sales Tax Increase Update

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

Approved by Town Manager [Signature] Date: 5-25-16
John O. D'Agostino, Town Manager

Table with 3 columns: Originating Department, Costs, Attachments, Advertised, and a bottom section for notification and initialing.

Summary Explanation/Background: The Commission requested reconsideration of a new proposed sales tax agreement which, is pending acceptance from local jurisdictions in Palm Beach County. The changes include the elimination of the Arts Council/Economic Development from a share in the One Cent Sales Tax. The School Department will receive 1/2 cent or Fifty-Percent. The County will share in Thirty-Percent and local municipalities will share in Twenty-Percent. There is a new sunset provision that may end the surtax earlier than Ten years if the sales tax revenue if \$2.7 billion in revenue from the tax is realized sooner than Ten years. Finally, the municipalities together will decide on the composition or make-up of an oversight committee to monitor how the funds are spent. Oversight usually means that funds are spent first and then reviewed to determine if such funds were spent in accordance with each municipality's submitted infrastructure plan. Only twenty

of the 33 communities have submitted plans to date. The Palm Beach County League of Cities maybe an oversight entity considered by the municipalities.

There is NOT a claw back provision in the attached agreement if funds are not spent according to the Infrastructure Plans submitted to the Palm Beach County League of Cities.

**Recommended Motion:** Move to support the One Cent Sales Tax as recently amended and accepted by the School Committee and the County Commission.

# **New Business**

# TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 15, 2016

Agenda Item No. *Tab 3*

Agenda Title: Budget Initiatives for Fiscal Year 2016-2017

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

Approved by Town Manager *J. D'Agostino* Date: *6-8-16*  
John O. D'Agostino, Town Manager

Name/Title

<b>Originating Department:</b>  Town Manager	Costs: \$2,014,434 Funding Source: General Fund Acct. # <i>Various</i> <input checked="" type="checkbox"/> Finance <i>BKR</i>	<b>Attachments:</b> <ul style="list-style-type: none"> <li>Schedule V Budget Initiatives by Department.</li> </ul>
<b>Advertised:</b> 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 <del>JOD</del> <b>Please initial one.</b>

**Summary Explanation/Background:** This year, Town staff has decided to present departmental initiatives in advance of the operating budget. The purpose is for the Commission to focus on departmental needs. The total budget initiative requests total \$2,014,434 from all Departments including Enterprise Accounts (Sanitation, Storm Water and Lake Park Harbor Marina).

The intent will be to have a discussion around what initiatives fulfill the mission of the Town and to provide staff with input into what initiatives the Commission would like to fund given the availability of funds. This may seem like putting the cart before the horse. In order to focus on each department's needs, we must understand what each department's priorities are. We then can match those priorities to the funds that are available. Finally, input from the Commission is critical in determining how to fund those initiatives for FY 16-17.

**Recommended Motion:** Move to support departmental initiatives as prioritized by the Commission given the information submitted.

**TOWN OF LAKE PARK - ANNUAL BUDGET**

**General Fund (001)**

**PROPOSED INITIATIVES with DETAIL**

**FISCAL YEAR 2016-17**

**Schedule 5**

Project Priority	Project Title	Description and Justification	Revenue	Cost
<b>Town Commission (100)</b>				
<b>1</b>	Invitations to Town Commission to represent the Town in their official capacity.	Provide funding for the Town Commission to attend official events sponsored by outside partners. Ticket purchases for planned events for which in their official capacity will result in better relations between the organization hosting the event and the Town of Lake Park.		\$ 12,500
<b>Town Manager (104)</b>				
<b>1</b>	Tuition Reimbursement	Tuition Reimbursement for the Assistant to the Town Manager.		\$ 6,500
<b>2</b>	Grants Writer	The Town is eligible for Grants, some require reimbursement others do not. But for these grants that can supplement our programs and activities we need to secure these grants to increase programs and services to our residents. A Grant Writer will work on Town wide grant initiatives, CRA grant initiatives, and Grants that may support various Festival and Special Events.		\$ 49,000
<b>3</b>	Website Re-design	Create an intuitive based website with multi-language capability to include the Lake Park Harbor Marina, the Library, and CRA websites, which currently have separate external website.		\$ 10,000

**TOWN OF LAKE PARK - ANNUAL BUDGET**

**General Fund (001)**

**PROPOSED INITIATIVES with DETAIL**

**FISCAL YEAR 2016-17**

**Schedule 5**

Project Priority	Project Title	Description and Justification	Revenue	Cost
<b>Human Resources (105)</b>				
1	Insurance Opt Out Payments	<p>Several regular full-time and regular part-time employees (who are eligible for the Town's insurance coverage) have refused such coverage because they either obtain medical services through the Veterans' Administration, they have insurance coverage through a previous employer, or their spouses have other insurance. The purpose of this item is to provide a payment to each employee for refusing the Town's insurance coverage, for which the Town pays 100 percent of coverage for the employee only tier of insurance. The proposed amount is \$330.00 per month.</p> <p>Note that the Marina Fund and the Sanitation Fund will each incur \$3,960 of expense.</p>		\$ 11,880
2	New ID Card Printer	<p>Purchase through Department 106 (schedule 5) of a new ID card printer to replace the eight year old printer that is no longer working properly. This will enable the Town to replace Town ID cards for current employees on which the dates have expired, and to more efficiently produce ID cards for newly hired Town employees.</p>		\$ 4,000
<b>Town Clerk (106)</b>				
1	Professional Services	<p>Laserfiche - maintenance, upgrade to Avante, total of 11 licenses</p>		\$ 25,000
2	Tuition Reimbursement	<p>Tuition Reimbursement for Administrative Assistant</p>		6,500

**TOWN OF LAKE PARK - ANNUAL BUDGET**

**General Fund (001)**

**PROPOSED INITIATIVES with DETAIL**

**FISCAL YEAR 2016-17**

**Schedule 5**

Project Priority	Project Title	Description and Justification	Revenue	Cost
<b>Information Technology (110)</b>				
1	New Voice over IP Telephone System	The existing telephone system at Town Hall, Public Works and Marina was established in 1998 by Bellsouth, and AT&T will not be supporting this equipment in the near future. In order to replace this equipment with Voice over IP (VoIP), the installation of new equipment is required. Florida Government Information System Association (FLGISA) preformed a survey of other municipalities and has evaluated the following systems: ShoreTel, Acatel-Lucent, Avaya, Unify (Siemens) or AT&T by Department of Management Services (DMS) State of Florida. Staff is proposing the acquisition and installation of a VoIP system. The anticipated total cost of this project is \$50,000.		\$ 50,000
2	Disaster Recovery	Staff proposes to add the Public Works and Marina servers to the Back Up Disaster Recovery System (BDRS) that are provided by KDT Solutions, Inc. (Town Hall servers have utilized this system for the last 10 years). This will prevent loss of data and malware attack that would cause interruption in operation.		\$ 1,800
3	Work Station Management Agents and Web Protection	CyberSecurity has become a significant issue with small municipalities. Install new Work Management and Web Protection software on all computers in the domain to proactively maintain the health and security of the network, and provide web filtering on the Internet browser.		\$ 2,700
4	Purchase of new Laptop Computers	Purchase and provide new laptop computers to the following departments for day-to-day operations and to be used at the Emergency Operation Center (Palm Beach County Fire Rescue Station 68): Community Development, Human Resources, Public Works and Finance.		\$ 6,000
5	Purchase Spare Server	Purchase and add a spare server at Town Hall to serve as a back-up in the event of a break down of the existing servers. This additional server would be put in service if either of the existing servers fail and require service from manufacturer. This will prevent an interruption in service.		\$ 3,200
6	Purchase Commission Chamber Monitors	Add two large monitors in the Commission Chamber, one facing the Commission and the second facing the public for presentations.		\$ 10,000

**TOWN OF LAKE PARK - ANNUAL BUDGET**

**General Fund (001)**

**PROPOSED INITIATIVES with DETAIL**

**FISCAL YEAR 2016-17**

**Schedule 5**

Project Priority	Project Title	Description and Justification	Revenue	Cost
7	Web Streaming	Add equipment into existing LPTV channel 18 Comcast to provide Live Web Streaming Video for public meetings through Telvue.		\$ 10,330
8	Purchase LPTV 18 Camera for Commission Chamber	Replace broken adjustable video camera in the Commission Chambers		\$ 25,000
9	Purchase new Library Monitors	Replace 12 older small public access computer monitors at Library.		\$ 2,400
10	Install Free Wi-Fi in Town Hall	This will enable the general public to be able to access the internet in the Commission Chamber, front hall, and Mirror Ballroom.		\$ 2,000
11	Lambda Rail Fiber Optic	Link and connect the Town's facilities with State of Florida Lambda Rail system which is located at Palm Beach County Fire Rescue Station 68.		\$ 214,507
<b>Finance Department (150)</b>				
1	Job Descriptions and Pay Plan Changes	Revise the position description from "Chief Accountant" to "Assistant Finance Director" and adjust the Town Pay Plan for the Finance Department to correspond to the PEPiE Survey at the 1st Quartile. Two employees would then fall below the minimum and be adjusted up to the minimum.		\$ 8,428
2	Conversion to ADP to latest version	The Town's accounting system provider, American Data Group (ADG) has migrated the system to a web-based platform. This items is to support the transition to the current version		\$ 5,000
3	Procedure Manual	Professional fee connected to completing a Policy and Procedures manual for the Finance Department		\$ 20,000

**TOWN OF LAKE PARK - ANNUAL BUDGET**

General Fund (001)

**PROPOSED INITIATIVES with DETAIL**

FISCAL YEAR 2016-17

Schedule 5

Project Priority	Project Title	Description and Justification	Revenue	Cost
<b>Public Works - Administration (400)</b>				
1	Additional Staff	Hire Administrative Assistant for Public Works		\$ 40,163
2	(2) Desktop computers (1) Lap top computer	Create work station for additional position added to DPW Administration; Replace desktop computer for Project Manager; Purchase laptop (MS Surface Pro 4) for emergency management purposes.		\$ 4,500
<b>Public Works - Grounds Maintenance (406)</b>				
1	Replace turf mower	Start replacement of 72" mulching mowers. Purchase one (1)Toro Grounds Master		\$ 20,000
2	Upgrade irrigation controls	Purchase and install irrigation controls (variable frequency drive) at Bostrom Park. These controls will protect the submersible pump.		\$ 9,000
3	Additional Staff	Create a second grounds maintenance crew. (1) Crew Leader and (1) Maintenance Worker II. Existing truck, trailer, and equipment are available to support second crew. Split maintenance of town alleys and medians between two crews. Create a regular town-wide, tree trimming program. Start replanting material lost to age, disease, and infestations.	Crew Leader	\$ 40,604
			Maintenance Worker II	\$ 35,945

**TOWN OF LAKE PARK - ANNUAL BUDGET**

**General Fund (001)**

**PROPOSED INITIATIVES with DETAIL**

**FISCAL YEAR 2016-17**

**Schedule 5**

Project Priority	Project Title	Description and Justification	Revenue	Cost
<b>Public Works - Facilities (408)</b>				
1	Waterproof Town Hall	Prepare and execute a contract to prep, seal, prime, and paint the exterior of Town Hall.		\$ 85,000
2	Additional Staff	Add a Facility Maintenance Worker II position to the Division. Currently, little to no preventive maintenance is being performed on Town properties. Public Works is only able to fix items as they break. All facilities are in need of door and lockset maintenance, pressure cleaning, caulking and painting. Additional staff will be needed to support an expanded special events program.		\$ 41,570
<b>Public Works - Vehicle Maintenance (410)</b>				
1	Replace Aging Fleet	Purchase five (5) pre-owned vehicles from Palm Beach County for the replacement of the oldest vehicles in Facilities and DPW Admin. Divisions		\$ 40,000
2	Replace Aging Fleet	Alternate: Purchase two (2) half ton pick-up trucks, extend cab for Facilities Maintenance		\$ 55,000
3	Shop Tools	Misc. shop tools		\$ 3,000

**TOWN OF LAKE PARK - ANNUAL BUDGET**

**General Fund (001)**

**PROPOSED INITIATIVES with DETAIL**

**FISCAL YEAR 2016-17**

**Schedule 5**

Project Priority	Project Title	Description and Justification	Revenue	Cost										
<b>Community Development (500)</b>														
<b>1</b>	Personnel	<p><b>FULL-TIME OFFICE MANAGER/CODE COMPLIANCE SUPERVISOR</b> (<i>Exempt – benefits package included</i>) - If treated as a promotion, existing employee (Assistant to the Community Development Director) currently earning \$19.72/hour (\$41,018 annually) would be bumped 5% or to the starting salary (\$49,440 - estimation only) of this newly created position, whichever is <b>greater</b> according to the employee handbook. The \$49,440 estimate is the greater option (\$23.77 per hour - see preliminary salary.com research), for an <b>annual increase of \$8,424</b>. The job description would need to be created and include a supervisory role which will serve to maximize productivity in the department (by freeing up some of the Director's supervisory time- especially as it relates to the Code Division); develop additional policies and procedures to promote productivity; all administrative-type duties; minimum high-school diploma with at least 7 years experience in the public sector, or similar combination; and supervision of the code division to ensure additional compliance and quality assurance. Account 500-12000 (Regular Salaries).</p> <div data-bbox="976 885 1575 1166" style="border: 1px solid black; padding: 5px;"> <p align="center">Salary.com for 33403 Zip Code</p> <p align="center">Office Manager 33403, West Palm Beach, FL</p> <p align="center">Methodology</p> <p>Median: Annual \$69,867</p> <table border="1"> <caption>Salary Distribution Data</caption> <thead> <tr> <th>Percentile</th> <th>Salary</th> </tr> </thead> <tbody> <tr> <td>10%</td> <td>\$49,440</td> </tr> <tr> <td>25%</td> <td>\$59,175</td> </tr> <tr> <td>75%</td> <td>\$80,984</td> </tr> <tr> <td>90%</td> <td>\$91,136</td> </tr> </tbody> </table> </div>	Percentile	Salary	10%	\$49,440	25%	\$59,175	75%	\$80,984	90%	\$91,136		\$ 8,424
Percentile	Salary													
10%	\$49,440													
25%	\$59,175													
75%	\$80,984													
90%	\$91,136													

**TOWN OF LAKE PARK - ANNUAL BUDGET**

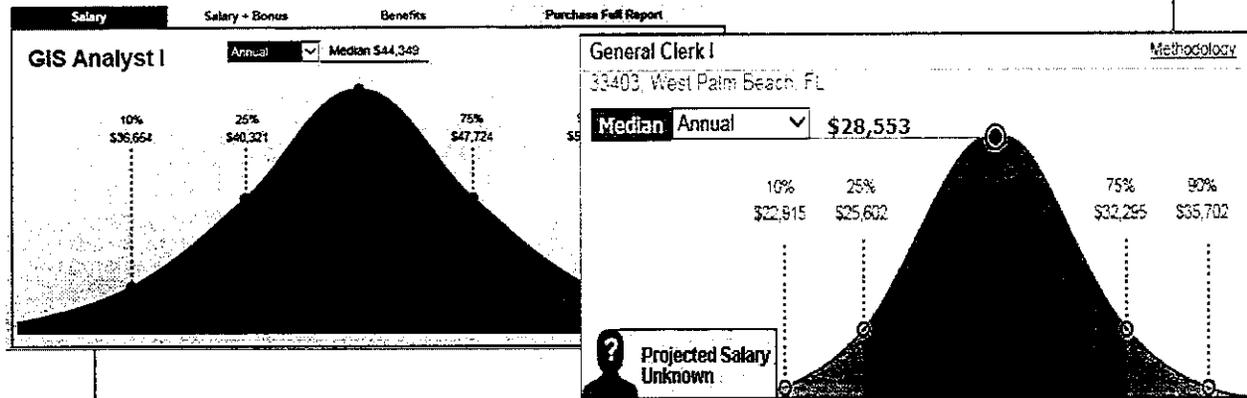
**General Fund (001)**

**PROPOSED INITIATIVES with DETAIL**

**FISCAL YEAR 2016-17**

**Schedule 5**

Project Priority	Project Title	Description and Justification	Revenue	Cost
2	Personnel	<p><b>PART-TIME (25 hours per week) ZONING/GIS TECHNICIAN – ENTRY LEVEL</b> (<i>Non-Exempt – No Benefits</i>) - Under the general supervision of the Community Development Director, the position of Zoning/GIS Technician is a part-time, non-exempt, entry-level paraprofessional position. The Zoning/GIS Technician devotes a significant amount of time on routine administrative tasks. The Zoning Technician will work closely with the public on a regular basis to provide customer service on zoning issues. The Zoning Technician will also act as the Town's Geographic Information Systems (G.I.S.) technician (which would save consultant costs, particularly when updating maps). The actual hourly rate would need to be determined however, based on some research for a General Office Clerk and GIS Analyst I (since this position would be a combination of the two), the mean hourly rate between the two positions at the lower end of the bracket is \$14.32 per hour (<b>\$18,616 annually</b> at 25 hours per week). A draft job description is available, and can be provided as back-up if this initiative is approved and one is created through HR. Account 500-13000 (Part Time Salaries).</p>		\$ 18,616



**TOWN OF LAKE PARK - ANNUAL BUDGET**

General Fund (001)

**PROPOSED INITIATIVES with DETAIL**

**FISCAL YEAR 2016-17**

**Schedule 5**

Project Priority	Project Title	Description and Justification	Revenue	Cost
3	Personnel	<p><b>PART-TIME CODE COMPLIANCE OFFICER (EVENINGS/WEEKENDS - 18 hours per week with alternating days/shifts - <i>Non-Exempt, No Benefits</i>)</b> - The existing full-time code officers have worked certain evenings and weekends, but with the increase in cases, recovery residences, and Code being down one Officer for approximately 3 months in FY 15/16, a dedicated part-time officer should be considered (especially for initiative #4 below). A proposal for one additional part-time code compliance officer to cover two evenings per week (4:30-9:30) and a Saturday or Sunday (on a rotating basis – 7:30-4:00 with half hour lunch), for a total of 18 hours per week is being proposed for Account 500-13000 (Part Time Salaries). The starting hourly rate is \$14.57 per hour, which <b>annualizes (if offered at \$15/hour) to a \$14,040 increase</b>. Currently, the Town has two full-time (primarily daytime) officers and with the amount of violations to address on a daily basis, the effectiveness of the operation would suffer if the daytime officer shifts are split to include weekly evenings and weekends. They do however, work certain evenings and weekend days as needed. With a third officer, there is also an opportunity to create rotating schedules to increase awareness between officers throughout the varying enforcement hours. Evening and weekend enforcement will likely focus heavily on work without permits; commercial vehicles; noise; and events being held without appropriate permits (as some of the main issues), along with assistance with BTR annual inspections (initiative #4 below) in order to provide flexibility on the scheduling.</p>		\$ 14,040

**TOWN OF LAKE PARK - ANNUAL BUDGET**

**General Fund (001)**

**PROPOSED INITIATIVES with DETAIL**

**FISCAL YEAR 2016-17**

**Schedule 5**

Project Priority	Project Title	Description and Justification	Revenue	Cost
4	Rental Properties (Single-Family and Duplex Properties) - Annual Inspections	<p>In an attempt to further promote the public's health, safety and general welfare, it is recommended that annual inspections are performed by Code staff on single-family, duplex and multi-family buildings that rent out 100% of their units. <b>This initiative will only be possible if a third Code Compliance Officer is considered (see additional initiative above).</b> This will allow for any serious interior structural issues and overcrowding issues to be addressed and will serve as an added initiative to improve our residential areas. This inspection would be listed as a requirement on the Rental Business Tax Receipt application for Single-Family, Duplex Lots and Multi-Family structures that rent 100% of their units (and included in renewal statements for those already registered with the Town). The additional inspection cost per BTR would be \$50. In reviewing our BTR software, we have approximately 108 single-family rental BTR's and over 250 duplex and multi-family rental BTR's, of which approximately 175 (70%) are likely duplex lots and 100% multi-family rental properties. If these numbers remain constant, this equates to approximately 280 BTR's requiring annual inspections at \$50 each (emphasizing the need for an additional officer), for a total annual revenue of \$14,000.</p>	\$ 14,000	
5	Housing	<p>The Housing Element of the Comprehensive Plan identifies the following Policy:  <i>Policy 2.4: The Town shall coordinate with the appropriate agencies, including the State of Florida and Palm Beach County, to attempt to secure grant funds (i.e. CDBG, HOME, SHIP) to assist income-qualified households in conducting repairs to correct substandard housing conditions, and to improve the condition of the rental housing stock that is affordable to income-qualified households.</i> While not all programs require matches (CDBG is a good example), in an effort to set aside certain dollars to fund these initiatives, and possibly additional housing programs which a future Grants Writer may be tasked to seek as well, a set aside of \$20,000 is being requested. This may also enable staff to develop a local housing assistance program by ordinance; develop a local housing assistance plan and housing incentive strategy (CRA Plan can also be used as a guide); promote homeownership by securing grant funds to assist income-qualified renter households to become homeowners; amend land development regulations or establish local policies to implement the incentive strategies; form partnerships and combine resources in order to reduce housing costs; and so on.</p>		\$ 20,000

**TOWN OF LAKE PARK - ANNUAL BUDGET**

**General Fund (001)**

**PROPOSED INITIATIVES with DETAIL**

**FISCAL YEAR 2016-17**

**Schedule 5**

Project Priority	Project Title	Description and Justification	Revenue	Cost
6	Equipment [verified with Chief Information Technology Officer (CITO)]	Car Desk with Laptop Mount for Code Vehicles. Two (2) are required at \$300 each. Surface Pro 4 (with Windows 10 Pro; 256GB; Intel Core i7; Microsoft Office, case and keyboard) - two required for Code Officers at \$2,100 each. \$200 contingency.		\$ 5,000
7	Zoning Certificate Applications	The Zoning Certificate is the initial process leading towards the Business Tax Receipt Application. This application reviews zoning; corporation/fictitious name papers; state/county licenses; PBC Fire Rescue and Zoning inspection coordination for nonresidential locations; and a great deal of staff follow-up. The Department averages approximately 15 per month (180 annually). The Planner alone spends at least an average of 2 hours for zoning review, coordination and inspection/site-visits (sometimes much more and sometimes much less) with Community Director involvement; and the CD Technician spends several hours on intake and follow-up. Staff is proposing to increase this fee from \$85 to \$125 per zoning certificate. If the 180 annual applications remains constant, this equates to an additional annual revenue of approximately \$7,200.	\$ 7,200	\$ -
<b>Special Events (600)</b>				
1	4th of July Event	Budget a half hour fireworks show for the Town of Lake Park		\$ 40,000
2	Special Events Supervisor	Salary Range: \$36,025- \$56,857		\$ 46,441
3	Events Currently Budgeted	Move from Town Commission and Recreation department budgets to Special Events Department. Holiday Tree Lighting Ceremony and Easter Egg Hunt (Recreation) and Sunset Celebration (Town Commission). (\$20,300)		

**TOWN OF LAKE PARK - ANNUAL BUDGET**

**General Fund (001)**

**PROPOSED INITIATIVES with DETAIL**

**FISCAL YEAR 2016-17**

**Schedule 5**

Project Priority	Project Title	Description and Justification	Revenue	Cost
<b>Library (700)</b>				
	Technical upgrades	Adding 3 tablet units as kiosks to main area of library		\$ 2,100
		Adding 4 tablet unit to children's room		\$ 4,000
		Add wireless printer for library users to access		\$ 2,600
		Add databases accessible to public		\$ 3,600
	Staff	Increase Librarian's salary		\$ 3,000
		Increase Library Accounting Clerk hours from 30 to 40 hours and change from part time to full time		\$ 6,900
		Increase part time Library Assistant I from 10 hours to 25 hours devoted to circulation desk in morning, afternoon/evenings (with other associated duties)		\$ 8,689
	Additional Staff	<i>The objective is to improve efficiency, customer service and expand programs in response to library user demands. Some outcomes include improved staff efficiency, higher productivity.</i>		
		Additional part time Library Assistant I for 20 hours per week devoted to circulation desk in morning and afternoon/evenings (with other associated duties)		\$ 11,586
		Part time (quarter) Technical Assistant devoted to media maintenance and other required special technical projects.		\$ 6,900
<b>TOTALS FOR INITIATIVES PROPOSED FOR THIS FUND</b>			<b>\$ 21,200</b>	<b>\$ 985,423</b>

**TOWN OF LAKE PARK - ANNUAL BUDGET**

**Streets and Roads Fund (190)**

**PROPOSED INITIATIVES with DETAIL**

**FISCAL YEAR 2016-17**

**Schedule 5**

Project Priority	Project Title	Description and Justification	Revenue	Cost
1	Reconstruct 10th St.	Design and Reconstruct one block of 10th St. between Silver Beach Rd. and Bay Berry Dr. in conjunction with drainage improvements (See Stormwater Fund, \$50,000 allocation)		\$ 165,000
2	Replace decorative streetlight bulbs with L.E.D.	Reduce FPL billing rate on US 1 streetlights		\$ 27,500
3	Replace decorative streetlight bulbs with L.E.D.	Reduce electric bill by replacing existing bulbs with L.E.D. at Town Hall and Lake Shore-Kelsey Parks		\$ 13,500
4	Park Avenue Streetscape Renovation	Repair/replace lifted sidewalk and driveway turnout sections in the 700,800, and 900 blocks of Park Avenue (approx. \$20,000 per block)		\$ 60,000
5	Park Avenue Mill & Overlay	Mill & Overlay 800 and 900 blocks of Park Avenue (approx. \$35,000 per block)		\$ 70,000
6	Purchase towable boom lift	Eliminate the current practice of renting this equipment. Will provide more rapid response to light bulb replacement. Equipment can be used for safe access to high areas (i.e., tree trimming, painting, roof repair, etc.		\$ 25,000
7	Purchase self-propelled line striping machine	Purchase self-propelled line striping machine along with paint and glass beads for placing roadway centerlines, crosswalks, and stop bars.		\$ 23,500
8				
<b>TOTALS FOR INITIATIVES PROPOSED FOR THIS FUND</b>				<b>\$ 384,500</b>

C:\Users\jd\Agostino\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\CAGOY82V\[[ALL FUNDS - SCHEDULE 5 for FY 2016-17.xlsx]404

**TOWN OF LAKE PARK - ANNUAL BUDGET**

**Marina Fund (401)**

**PROPOSED INITIATIVES with DETAIL**

**FISCAL YEAR 2016-17**

**Schedule 5**

Project Priority	Project Title	Description and Justification	Revenue	Cost
1	Flag Pole	Purpose will be to include a new flag pole at a sizable height to be viewed from the Intracoastal. The reason being, Lake Park Harbor Marina is tucked away along the coast line. Signage and a high flag pole, with garfe and mast with a large light American flag, will provide boaters with the opportunity to see the Marina. No other marina in the area has such a visual to attract people/boaters to the Marina. (100 ft. flag pole and signage is proposed.)		\$ 20,731
2	Teak Wood Furniture	Purchase new teak wood tables, chairs and umbrellas for the Marina. Staff will be charged with maintaining such equipment. 52" tables and chairs 6 @ \$2,100/each = \$12,600 with Royal Teak umbrellas 6 @ \$300/each = \$1,800.		\$ 14,400
3	Two Full-Time Dock Attendants	Staff has been requesting additional help at the Marina for years. (2 x \$15/hr. x 40 hrs. x 52 = \$62,4000		\$ 62,400
4	Oil Remediation Follow-up	Need to construct a self-contained slab to contain oil dispenser, filters and rags. The facility needs to be fenced in and locked when the Marina is closed.		\$ 10,000
5	Marina Office Improvements & Customer Business Center	Create a semi-privatemarina manager office downstairs and a half-wall counter to service customers with a small customer waiting area. Use the upstairs manager office to create a storage area with a separate customer lounge and business center.		\$ 9,480
<b>TOTALS FOR INITIATIVES PROPOSED FOR THIS FUND</b>				<b>\$ 117,011</b>

**TOWN OF LAKE PARK - ANNUAL BUDGET**

**Stormwater Fund (402)**

**PROPOSED INITIATIVES with DETAIL**

**FISCAL YEAR 2016-17**

**Schedule 5**

Project Priority	Project Title	Description and Justification	Revenue	Cost
1	Master Drainage Plan	Prepare Phase I of town-wide Master Drainage Plan		\$ 100,000
2	Refurbish Vacuum Truck	Refurbishment of Vac-con brand truck will extend life for three years until funds have accumulated to purchase replacement		\$ 90,000
3	Outfall Replacement	Replace deep drainage structure and outfall line into Earman River. This project will likely require dredging.		\$ 90,000
4	10th Street Drainage Improvement	Design and build drainage system beneath 10th Street between Silver Beach Rd. and Bay Berry Drive. Perform work in conjunction with street reconstruct.		\$ 50,000
		Note: Funding will come from existing reserves along with a proposed stormwater utility rate increase.		
5	Lap top 'air card'	Obtain annual contract for an air card so that tablets/laptops can communicate with DPW servers from the field. Use for recording stormwater system conditions. Create reports in the field with access to office server files.		\$ 500
TOTALS FOR INITIATIVES PROPOSED BY THE DEPARTMENT				\$ 330,500

C:\Users\jd'Agostino\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\CAGOY82V\ALL FUNDS -- SCHEDULE 5 for FY 2016-17.xlsx]404

**TOWN OF LAKE PARK - ANNUAL BUDGET**

**Sanitation Fund (404)**

**PROPOSED INITIATIVES with DETAIL**

**FISCAL YEAR 2016-17**

**Schedule 5**

Project Priority	Project Title	Description and Justification	Revenue	Cost
1	Replacement clam shell trash truck	28 cu.yd. body on a Class VII chassis (Continue with long range refurbish and replacement schedule)		\$ 160,000
2	Refurbish front loader (Veh. No. 47)	Continue with long range refurbish and replacement schedule		\$ 25,000
3	Replace cart tippers on rear loader (Veh. No. 42)	Rear loader is back up to recycling and garbage collection operations		\$ 9,000
4	Place lift gate on pickup truck (Veh. No. 36)	Vehicle is used for transporting heavy, unwieldy loads on a regular basis		\$ 3,000
5	Laptop 'air card'	Obtain annual contract for an air card so that tablets/laptops can communicate with DPW servers from the field. Use for filing sanitation violations and tracking waste loads during emergencies.		\$ 500
6				
7				
<b>TOTALS FOR INITIATIVES PROPOSED BY THE DEPARTMENT</b>				<b>\$ 197,500</b>

C:\Users\jd'Agostino\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\CAGOY82V\ALL FUNDS -- SCHEDULE 5 for FY 2016-17.xlsx]404

# TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 15, 2016

Agenda Item No. Tab 4.

Agenda Title: Award of Bid 102-2016: Repair to Town Hall Air Conditioning Chiller System

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

Approved by Town Manager *[Signature]* Date: 6-1-16

*[Signature]*  
David Hunt / Public Works Director

*[Signature]*  
Richard Scherle / Operations Manager

<p><b>Originating Department:</b>  Public Works</p>	<p><b>Costs:</b> Contract: \$22,386.00 Contingency: \$8,500.00 Total: \$30,886.00  Funding Source: Facilities, Building Improvements Account  Acct. # 408-64100  <input checked="" type="checkbox"/> Finance <u><i>[Signature]</i></u></p>	<p><b>Attachments:</b> - Bid Tabulation - Bid Documents - Bid Submittals - Advertisement - Certificate of Incorporation <i>- Bid opening minutes</i></p>
<p><b>Advertised:</b> Date: April 30, 2016 Paper: Palm Beach Post <input 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 <u><i>[Signature]</i></u> or Not applicable in this case _____ <b>Please initial one.</b></p>

Summary Explanation/Background:

The Town Commission is being asked to approve a contract with Altman Air Conditioning Co. for the repair of the air conditioning chiller system at Town Hall. Public Works noted oil leaking from coils in Mid-April, at which point a diagnosis was performed to identify the extent of the

problem. Several items were found to be near failure and in need of repair. First, two of the four condenser coils inside the air conditioning chiller are leaking Freon and disintegrating due to old age. Second, there are two pumps that service the chiller which have worn out bearings and shaft seals and require replacement.

The Public Works Department prepared bid documents and advertised to solicit quotes for repair of the air conditioning chiller system and associated pumps. The advertisement was published in the Palm Beach Post on April 30, 2016. The scope of the project consists of providing labor, equipment, and materials to replace the two failing condenser coils, in addition to repairing the worn out bearings and shaft seals on the pumps. The repair of these items will be needed to keep the air conditioning system running at Town Hall. A mandatory pre-bid meeting was held at 11:00am on May 10, 2016. One addendum was issued on May 17, 2016 for clarification purposes. Bids were opened on May 31, 2016. Two bids were received (see attached bid tabulation). The lowest responsive/responsible bid was submitted by Altman Air Conditioning Co., Inc., in the amount of \$22,386.00.

Staff recommends that Altman Air Conditioning Co., Inc., be awarded the contract to perform the work required per the bid specifications. Due to the possibility of additional repairs which are unknowable until the units are opened for service, staff is recommending that a contingency amount of \$8,500.00 be appropriated for this project. This contingency accounts for potential of an additional 50 pounds of R-22 refrigerant per the quoted unit price, any additional labor costs associated with identifying and repairing any possible further leaks (which cannot be identified until the condenser units are opened for servicing), and the cost of two new pumps (in the unlikely case they cannot be repaired and must be replaced). The limited predictability and nature of the repair work being done necessitates a contingency of this amount.

Note, once a purchase order is issued to the contractor, there may be a period of up to eight weeks before work may commence due to the specialty nature of the air conditioning condenser coils, which are not "off-the-shelf" items and will need to be manufactured per special order. Also note, the contract requires that work be performed during weekend hours as Town Hall will be without air conditioning during the repair.

**Recommended Motion: I move to approve a contract with Altman Air Conditioning Co., Inc. to perform the requirements of Town Bid #102-2016 in the amount of \$22,386.00 and establish a contingency of \$8,500.00 for a total amount of \$30,886.00.**

# BID TABULATION

Vendor:

**Altman Air Conditioning Co. Inc.**

Cedars Electro-Mechanical Inc.

Bid:

**\$22,386.00**

\$43,735.00

**OWNER:**

**TOWN OF LAKE PARK  
535 Park Ave.  
Lake Park, Florida 33403**

**PROJECT:**

**CONDENSER COIL REPLACEMENT ON CHILLER UNIT  
WITH  
CHILL WATER PUMP REPAIRS  
TOWN OF LAKE PARK  
TOWN HALL BUILDING  
535 PARK AVENUE  
LAKE PARK, FLORIDA 33403**

---

---

**BID NO. 102-2016**

**Contract Documents**

**Prepared by:**

**TOWN OF LAKE PARK  
Richard Scherle, Public Works Operations Manager  
650 Old Dixie Highway  
Lake Park, FL 33403  
Tel. 561.881.3345  
Fax 561.881.3349  
E-mail: [rscherle@lakeparkflorida.gov](mailto:rscherle@lakeparkflorida.gov)**

**Date of Distribution: May 1, 2016**

**Mandatory Pre-Bid Conference: 11:00 a.m., May 10, 2016**

**Quote Due Date: 11:00 a.m., May 31, 2016**

## TABLE OF CONTENTS

Page 1	Cover Page, Contract Documents Begin
Page 2	Table of Contents
Page 3-4	Copy of Public Notice
Page 5	List of Drawings
Pages 6 to 7	Bidders Understanding
Pages 8 to 14	Instruction to Bidders
Pages 15 to 19	Contract Agreement Information
Pages 20 to 21	Contract Agreement
Page 22	Scope of Work
Page 23 to 25	Technical Specifications
Page 26	Quote Form
Page 27 to 28	Schedule of Bid Items
Page 29	Clarification/Exceptions
Page 30	List of Subcontractors and Prime Vendors
Page 31	List of References
Page 32	Proof of Proper Licensing (copies of applicable licenses)
Page 33	Proof of Existing Insurance Coverage
Page 34	Certification of Drug Free Workplace Program
Page 35	Sworn Statement on Public Entity Crimes
Page 36	Anti-Kickback Affidavit
Page 37	Certification of Non-segregated Facilities

## **PUBLIC NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed bids for:

**CONDENSER COIL REPLACEMENT ON CHILLER UNIT with CHILL WATER  
PUMP REPAIRS  
TOWN HALL BUILDING  
TOWN OF LAKE PARK  
Town Bid No. 102-2016**

The work shall generally consist of providing labor, equipment, and materials to replace two condenser coils on a Carrier chiller unit which supplies the Town Hall building. In addition, bearings are worn on two chill water pumps which need repair, along with installation of new shaft seals and insulated boxes.

Sealed bids will be received in duplicate by the Town Clerk until 11:00 a.m., on May 31, 2016, at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

### Project Documents

Bid documents may be obtained after May 1<sup>st</sup>, 2016, by calling the Town Clerk at (561) 881-3311, 8:30 a.m. – 5:00 p.m., Monday–Friday, upon payment of a \$10.00 non-refundable fee for each bid set. Electronic and hardcopy is available.

Bids shall be submitted on the form(s) provided.

### Pre-Bid Conference

A Mandatory Pre-Bid Conference is scheduled for 11:00 a.m. on May 10, 2016, in the Town Hall Commission Chambers, located at 535 Park Avenue in Lake Park, Florida.

### Bid Documents

Envelope containing bid must be sealed and be clearly marked, “Town Hall Condenser Coil Replacement Project, Bid No. 102-2016, due 11:00 a.m., May 31, 2016”.

All bid prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the bid. No bidder may withdraw his bid within 90 calendar days after the bid opening date.

Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on May 31, 2016. Award of contract will be made at a Town Commission meeting.

All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Town Commission of the Town of Lake Park reserves the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.

---

Vivian Mendez, Town Clerk  
Town of Lake Park, FLORIDA

Publish: Palm Beach Post  
April 30, 2016

**LIST OF DRAWINGS**

**TOWN OF LAKE PARK TOWN HALL CONDENSER COIL REPLACEMENT with REPAIR  
OF CHILL WATER PUMP**

**Attachment NO.**

**TITLE**

1

SITE SURVEY – PHOTOS OF UNIT AND SURROUNDING AREA

## **BIDDERS UNDERSTANDING**

### **MANDATORY REQUIREMENTS:**

Bidders shall visit the work site to ascertain by inspection pertinent conditions. They must also carefully examine all plans, bid specifications, terms, and conditions prior to submitting quotes on the work to be completed. Failure to familiarize one-self with the site conditions will in no way relieve the Bidder from responsibility in fulfilling the contract.

The attention of Bidders is called to the necessity of being familiar with the various Federal, State and Local laws affecting the prosecution of the work.

A **mandatory pre-bid conference** will be held at 11:00 a.m., May 10, 2016 at the Town of Lake Park Commission Chambers located at 535 Park Avenue, Lake Park, FL 33403.

All quotes, to include any Addenda or acknowledgement of Addenda, shall be e-mailed, faxed, mailed, or delivered to the office of the Public Works Department, 650 Old Dixie Highway Lake Park, Florida, 33403. PublicWorks@lakeparkflorida.gov.

**QUOTES MUST BE RECEIVED BY: 11:00 a.m., May 31, 2016**

### **PURPOSE OF QUOTE**

The sole purpose of this quote is to retain a licensed, Class A Unlimited air conditioning contractor to provide labor, equipment, and materials to replace two condenser coils on the "A" circuit of the Town's Carrier Chiller unit which supplies the Town Hall Building. The coil is leaking Freon and the fins are falling off of the coil. In addition, the bearings are worn out on both of the chill water pumps and require repair, along with fabrication and installation of new insulated boxes. All work should be performed per the requirements of the project plans and specifications.

No Quote may be withdrawn for a period of ninety (90) days after submittal.

### **DELIVERY**

All products and services must be delivered as quoted. It is agreed by the Bidder that by signing and delivering its quote, it is accepting the terms, conditions and specifications contained in these Contract Documents. Upon contract award, the Town will issue the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists.

Bidder agrees **not** to commence work without the following:

- Fully executed Contract Agreement Form.
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering with the Town as a vendor (if not already registered).
- Approved permit for the project.
- Receipt of a Town Purchase Order, referencing the project.
- A Notice to Proceed (NTP) issued from the Town (issuance of a Purchase Order will serve as the NTP unless otherwise agreed).

## **REQUIRED SUBMITTAL ITEMS**

**By signing the Quote Form, Contractor accepts all the terms and conditions which are expressed in this solicitation. Contractor is required to submit the following:**

**ONE (1) ORIGINAL and ONE (1) COPY of the following documents:**

- All Addenda (signed and/or acknowledged on Bid Form)
- Quote Form (signed)
- Clarifications/Exceptions Form
- List of Subcontractors and Prime Vendors
- Proof of proper licensing - applicable licensing to perform the required services. If a license is not required for the ordered services, please provide a valid Occupational License/Business Tax Receipt, issued to the contractor, for this type of service.
- \*Proof of existing insurance in accordance with this solicitation (outlined in the Contract Agreement Information Insurance Section)
- Drug-Free Workplace Form
- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Non-segregated Facilities

*\*Please Note that in addition to the proof of insurability required above, a project-specific Certificate of Insurance, reflecting the minimum levels of insurance coverage outlined herein, will be required of the awarded contractor, prior to commencing work.*

End of Bidders Understanding

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF QUOTES

Quotes shall be submitted in duplicate, one ORIGINAL and one copy, on the form(s) provided, and must be signed by the Bidder or his/her authorized representative. Quotes will be completed in ink (preferably typed), and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. The bid will include all information requested.

### 2. ADDENDA -- CHANGES WHILE PREPARING QUOTE

**It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this Request for Quotes prior to submitting their quote by contacting the Town of Lake Park, Operations Manager at 561.881.3345. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.**

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Public Works Operations Manager or Public Works Director. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be faxed or transmitted via email, to all companies contacted to submit a quote. Failure of any Bidder to receive any such addendum shall not relieve any Bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the original bid document.

Questions pertaining to the specifications and/or any issues relating to the bid should not be directed to any department other than that of Public Works. Should the Bidder acquire information from any source other than the Public Works Director and decide to use that information in the bid response, the Bidder does so at its own risk.

### 3. REJECTION OF QUOTES

The Town reserves the right to reject any and all quotes. Quotes will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate quotes, or irregularities of any kind. Additionally, if the quote documents calls for unit prices, the quote may be rejected if the unit prices reflected on the Quote Form are in excess of or below the reasonable cost analysis values, or if lump sum, quotes may be rejected which are significantly greater or lesser than the estimate for the project. The owner reserves the right to waive any informality in quotes, at its discretion.

4. **AWARD OF CONTRACT**

- A. If the Town chooses to award a contract, it will be to the lowest responsive and responsible Bidder based on the base quote, or in the opinion of the Town, to the company whose quote is most advantageous, and provides the best value. The TOWN OF LAKE PARK reserves the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.
- B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.

5. **EQUAL OPPORTUNITY/MINORITY AND WOMEN BUSINESS ENTERPRISE**

(a) The town shall use its best efforts to ensure that minority and women businesses shall have an equitable opportunity to participate in the town's procurement process and that no business shall be excluded from participation in, denied benefits of, or be otherwise discriminated against in connection with the award and performance of any contracts with the town because of race, color, religion, natural origin, age, sexual orientation, gender, marital status, handicap or physical impairment.

(b) This division shall be read consistently with the Florida Civil Rights Act, F.S. Ch. 760, and shall not repeal existing or subsequently enacted town minority/women business enterprise ordinances.

6. **BID PREFERENCES**

The town shall provide one of the following bid preferences:

- (1) To local merchants that are within five percent of the lowest bid submitted; or
- (2) To certified minority business enterprises or women business enterprises that are within five percent of the lowest bid submitted.

7. **CONFLICT OF INTEREST**

The standards of conduct for public officers and employees as set forth in the Palm Beach County Code of Ethics and the Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees F.S. §112.313 Part III are incorporated herein by reference as if fully set forth herein.

8. **PROTESTED SOLICITATIONS AND AWARDS**

(a) *Right to protest.* Any actual, or prospective, bidder or proposer that is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the town's Finance Director.

(b) *Notice.*

(1) A written notice (e.g., letter, etc.) that a bid protest will be filed must be submitted to the office of the Finance Director no later than 5:00 p.m. Eastern Time, three business days from the time of initial posting of notice of intent to award. The notice of bid protest must be in writing, and must identify the protestant and the solicitation involved, and shall include a factual summary of the basis of the protest.

(2) The formal written protest must then be filed at the office of the Finance Director no later than 5:00 p.m. Eastern Time, within five business days after the date of filing the notice of bid protest. The formal written bid protest shall contain at a minimum the following information:

a. Identification of the name, address and contact information of the protestant and the solicitation involved;

b. A clear, brief, statement of the facts, legal arguments and other grounds on which the protest is based;

c. Identification of any applicable statutes, or ordinance(s), or other legal authority(ies) which the protestant deems applicable to the solicitation involved; and

d. A clear statement, in writing, of the specific nature of the relief requested by protestant.

e. Any additional written or physical materials, objects, statements, and arguments, which the protestant deems relevant to the issues raised in the request for review.

The protestant shall mail a copy of the notice of protest and the formal written protest to the Finance Director, and shall provide the Town Manager with evidence of such mailing.

(3) The formal written protest is considered filed with the town when it is received by the Finance Director and is not timely filed unless it is received by the Finance Director within the times specified above. Failure to file a written notice of bid protest and subsequent formal written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

(4) These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Bidders and proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with subsection 2-253(a).

(c) *Authority to resolve.* The Finance Director shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision within 10 business days to the protestant. The protestant may appeal such decision, in writing to the finance director within five business days of the date of the written decision, whereby a protest committee, comprised of the Finance Director, town manager, town attorney, and the

department director of the originating department, shall have the authority to settle and resolve the protest.

(d) *Proceedings.* The Finance Director shall serve as the presiding officer of the protest committee in a nonvoting capacity. The town clerk shall give reasonable notice to all substantially affected persons or businesses prior to the date scheduled to consider the appeal of the protest.

(1) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, affidavits, and arguments which the protestant deems relevant to the issues raised.

(2) In the proceeding, the protestant, or its representative or counsel, may also make an oral presentation of the evidence and arguments. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other protest committee members may make whatever inquiries deemed pertinent to a determination of the protest.

(3) The judicial rules of evidence shall not apply and the protest committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.

(4) A quorum of the committee consists of a majority of protest committee members. A decision shall be rendered by a majority vote of the committee members in attendance.

(5) If it is deemed that the solicitation or award is in violation of law or the procedures outlined in this resolution, the solicitation or award shall be cancelled or revised.

(6) If it is determined that the solicitation or award should be upheld, the Finance Director shall promptly issue a decision on behalf of the protest committee in writing stating the reason for the action with a copy furnished to the protestant and all substantially affected persons or businesses. The decision shall be final and conclusive as to the town. Any party may arrange for the proceedings to be stenographically recorded, and shall bear the expense of such recording. The proceedings shall be open to the general public.

(e) *Stay of procurement during protests.* In the event of a timely protest, the Finance Director shall not proceed further with the solicitation or with the pending award of the contract until the Finance Director, with the advice of the town attorney and after consultation with the department director of the originating department makes a determination that the award of the contract without delay is necessary to protect substantial interests of the town.

(f) *Reservation of powers to settle actions pending before the courts.* Nothing in this section is intended to affect the existing powers of the town commission to settle actions pending before the courts.

(g) *Damages.* In the event that a court of competent jurisdiction upholds the protestant's claim, the court awarded damages on behalf of the protestant shall be solely limited to bid/proposal preparation costs.

9. **'DRUG FREE WORKPLACE CERTIFICATION'**

In compliance with Florida Statute (Section 287.087), the attached 'Drug Free Workplace Certification' form must be fully executed and submitted with all quotes. Firms which indicate participation in a 'Drug Free Workplace' program will receive preference in the event of a tie quote.

10. **FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a):**  
**('PUBLIC ENTITY CRIMES' )**

'A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.'

11. **ANTI-KICKBACK AFFIDAVIT**

The attached anti-kickback affidavit must be fully executed and submitted. It confirms that no portion of the sum bid in connection with the work to be performed will be paid to any employee of the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by any member of the vendor's firm or by an officer of the corporation.

12. **'CERTIFICATION OF NONSEGREGATED FACILITIES'**  
**(Office of Federal Contract Compliance Programs (OFCCP), Executive Order**  
**11246, As Amended; Equal Employment Opportunity)**

SEC. 202, ... "all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:  
The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor."

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with authorized procedures.

**13. INSPECTIONS AND TESTS**

(a) The Finance Director or department director of the originating department may inspect, or arrange for the inspection of, all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications set forth in the order of contract.

(b) Any originating department which has the staff and facilities for adequate inspection may be authorized by the Finance Director to inspect deliveries made to it.

(c) The Finance Director shall have the authority to require chemical and/or physical tests or samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with the specifications. For such tests, the Finance Director shall have the authority to make use of any facilities of the town where such tests may be competently performed or an outside laboratory may be utilized. Should the product fail such testing, the town may require the vendor to pay the town for any expense incurred in testing.

**14. SUSPENSION AND DEBARMENT**

(a) *Suspension.* A vendor may be suspended for a period not to exceed two years as determined by the Finance Director based upon the following:

(1) Vendor defaults or fails to fully comply with the conditions, specifications, or terms of any current or previous bid, quotation, proposal or contract with the town;

(2) Vendor commits any fraud or misrepresentation or provides false information in connection with a bid, quotation proposal or contract with the town;

(3) Vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(4) Vendor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a town government contractor. If charges are dismissed or the vendor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to town;

(5) Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;

(6) Vendor violates the ethical standards set forth in local, state, or federal law;

(7) Vendor fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or

(8) Any other cause the Finance Director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a town government contractor, including but not limited to suspension by another governmental entity for substantial cause.

(b) *Debarment.* A vendor may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the town twice in any three-year period.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the town.

(3) Placement of the vendor or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the bid or proposal.

(c) *Decision.* After the Finance Director has determined there is cause to suspend or debar a vendor, the Finance Director shall notify the vendor in writing of the debarment or the period of suspension and the reasons for the action taken.

(d) *Finality of decision.* The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates protest proceedings pursuant to Section 2-252 within 21 days after the date of notification.

**Requests for additional information should be referred to Richard Scherle, Public Works Operations Manager, at (561) 881-3345 or [rscherle@lakeparkflorida.gov](mailto:rscherle@lakeparkflorida.gov)**

End of Instructions to Bidder

## CONTRACT AGREEMENT INFORMATION

### 1. FORM

The page attached at the end of this section demonstrates the Agreement to be executed between the Town and the Contractor for this project. This Agreement formally incorporates the quote document and the Contractor's quote into the Construction Contract.

### 2. GENERAL CONDITIONS

Where any portion of any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

### 3. RIGHT TO AUDIT RECORDS

Audit of Cost or Pricing Data: The Town may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost or pricing data is required, shall maintain such books, documents, papers, and records that are pertinent to such costs or pricing data for three (3) years from the dated of the final payment under the contract.

Should the contractor fail to perform any of its obligations under this provision for a period of thirty (30) days after receipt of written notice of such failure, the Town will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so.

### 4. INSURANCE REQUIREMENTS

Contractor shall not commence work or make deliveries to the project site until satisfactory proof of insurance coverage ('Certificate of Insurance') is provided to the Town. Certificate of Insurance shall be submitted to Town within fourteen (14) days of contract award notification.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts:

#### A. Worker's Compensation:

1. State	Statutory
2. Employer's Liability	\$1,000,000
a) Disease-policy	\$1,000,000
b) Disease-each employee	\$1,000,000

B. Commercial General Liability:  
(Including Premises -- Operations: XCU, Products- Completed Operations,  
Personal & Advertising Injury; Contractual Liability; Contractor's Protective;  
Broad Form Property Damage)

1. Bodily Injury and Property Damage, Combined Limit

Each Occurrence	\$1,000,000
Annual Aggregate per job/contract	\$2,000,000

C. Business Auto Liability: (Any-auto, including hired and non-owned  
auto)

1. Each Occurrence \$1,000,000

2. Combined single limit for bodily  
injury and property damage \$1,000,000

The town shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the town shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the bid documents demonstrating the required coverages shall be submitted with the proposer or vendor's bid documents. There shall be a 30 day notification to the town in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the town's verification and approval as part of the town's evaluation of the bid or proposal. The town may require the contractor or vendor to provide a complete certified copy of the insurance policy(ies). If the contractor or vendor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the town, at its sole discretion, may cancel the

contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

**No work shall commence until the Town has received and approved certificates of insurance, including copies of the policy endorsements reflecting the additional insured, cancellation, and primary coverage terms. The certificate(s) shall also reference the Project Name/Title to which the certificate applies.**

**5. HOLD HARMLESS AND INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the Town, its employees, agents and servants against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly. The Town of Lake Park shall be named as an additional insured on the Certificate of Insurance.

If the Town defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the Town for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**6. CONTRACT TERMS**

The contract shall include, but not be limited to, the following:

- A) All terms, conditions, plans, and specifications of this quote.
- B) Lump sum total for the project, as well as a schedule of bid item prices, and/or as indicated on the bid form, for all goods/services required of this project, or for those applied to additional work above and beyond the original scope.
- C) Bidder agrees that terms of the contract shall provide that the Town retains ownership rights to all documents prepared by the Contractor during the course of the contract. These documents shall become 'Public Record'.

**7. WAIVER**

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

8. **ENTIRE AGREEMENT**

This contract (consisting of the Technical Specifications, any Addenda, contractor's quote, and Contract Agreement Form) states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order.

**Contractor shall NOT commence work until they have been issued a signed Purchase Order from the TOWN OF LAKE PARK.**

9. **SEVERABILITY**

If any term or provision of this contract is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

10. **TERMINATION**

Once the contract has been awarded, it may be terminated by the Town without cause upon providing contractor with at least thirty (30) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

11. **PERMITS, TAXES, LICENSES**

Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract. There is no requirement for a Notice of Commencement.

12. **MANNER OF PERFORMANCE**

Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the Town with any and all documentation, certification, authorization, license, permit, or

registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

13. **CONTRACT TIME**

**The contract shall be completed within thirty (30) days from the date of issuance of the Town Purchase Order.**

Any extension to the completion date agreed to in advance, must be requested by the Contractor, in writing, to the authorized agent for the Town.

14. **PAYMENT**

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a construction contract is due *20 days after it is stamped as "received" by the Town*. Application(s) for payment should be sent to the Public Works Department, Attention: David Hunt, located at 650 Old Dixie Highway, Lake Park, FL 33403, who will ensure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. Any applications for payment prior to the final payment application shall show 10% retainage of the total value of the work complete.

15. **ADDITIONAL INFORMATION**

Requests for additional information should be referred to Richard Scherle, Public Works Operations Manager, at (561) 881-3345 or [rscherle@lakeparkflorida.gov](mailto:rscherle@lakeparkflorida.gov)

End of Contract Agreement Information

**CONTRACT AGREEMENT**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**CONDENSER COIL REPLACEMENT ON CHILLER UNIT with CHILL WATER PUMP REPAIRS and  
NEW INSULATED PUMP BOXES  
TOWN OF LAKE PARK  
TOWN HALL BUILDING  
535 PARK AVENUE  
LAKE PARK, FLORIDA 33403**

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and \_\_\_\_\_ ("Contractor") for the delivery of the quote items contained in the aforementioned contractor's response to the Town's Condenser Coil Replacement and Pump Repair project. All terms, conditions, plans and specifications, Addenda Nos. \_\_\_\_\_ and contractor's accepted quote, dated \_\_\_\_\_ shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be \$\_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through and signing by its Town Manager, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016: and \_\_\_\_\_ authorized to execute same.

TOWN OF LAKE PARK, through its  
Town Manager

By: \_\_\_\_\_  
John D'Agostino, Town Manager

Attest: \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Blake Rane, Finance Director

\_\_\_\_\_ day of \_\_\_\_\_, 2016

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_ day of \_\_\_\_\_, 2016

(CORPORATE SEAL)

STATE OF FLORIDA                    )  
  ):ss  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by

\_\_\_\_\_ who (check one ):

is personally known to me or

has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name of Notary Public

My commission expires:

## SCOPE OF WORK

### **CONDENSER COIL REPLACEMENT ON TOWN HALL CHILLER UNIT with CHILL WATER PUMP REPAIRS TOWN OF LAKE PARK TOWN HALL BUILDING, 535 PARK AVENUE**

- Provide for pedestrian and worker safety while working in the public parking lot at all times.
- Submit no-fee permit application.
- Purchase two Carrier factory condenser coils with extra protective coating on coils
- Removal and disposal of the old coils.
- Installation of new coils.
- Install new Freon filter driers.
- Install new Freon charge, 50lbs. of R-22
- Remove pump heads on both chill water pumps.
- Perform repairs on pumps – new bearings and shaft seals.
- Reinstall pumps and set up alignment with motors.
- Install new insulated box for each pump.
- Jobsite Clean up
- The successful bidder must provide a five (5) year parts and labor warranty for the equipment and the successful bidder is responsible to provide both parts and labor during the warranty period.

Note: Bidders shall visit the work site to ascertain by inspection pertinent conditions. They must also carefully examine all plans, bid specifications, terms, and conditions prior to submitting bids on the work to be completed. Failure to familiarize one-self with the site conditions will in no way relieve the Bidder from responsibility in fulfilling the contract.

**The contract shall be completed within thirty (30) days from the date of issuance of the Town Purchase Order.**

## TECHNICAL SPECIFICATIONS

- Attached to this document are photos available as a compliment to the Scope of Work for this project. All required bid items are described in the Scope of Work, and may be further clarified in any Addenda issued. Bidders are encouraged to visit the project site so that local conditions are known and considered.

Questions/Clarifications to these specifications will be discussed in field meetings with the Town's General Infrastructure Foreman, Howard Butts, or his designee. Written requests for questions / clarifications will be received as indicated in the section entitled "INSTRUCTIONS TO BIDDERS", Paragraph 4.

## TECHNICAL SPECIFICATIONS

### **I. Description**

Replace two condenser coils on the "A" circuit of the Carrier chiller that services the Town Hall Building at 535 Park Avenue. The coils are leaking Freon and fins damaged. Also, the bearings are worn on both of the chill water pumps, which will require repair.

- Provide for pedestrian and worker safety while working in the public parking lot at all times.
- Submit no-fee permit application.
- Purchase two Carrier factory condenser coils with extra protective coating on coils
- Removal and disposal of the old coils.
- Installation of new coils.
- Install new Freon filter driers.
- Install new Freon charge, 50lbs. of R-22
- Remove pump heads on both chill water pumps.
- Perform repairs on pumps – new bearings and shaft seals.
- Reinstall pumps and set up alignment with motors.
- Install new insulated box for each pump.
- Start up and commission chiller.
- Jobsite clean-up.
- The successful bidder

#### **Town Permit Conditions:**

- A No-Fee Permit must be applied for at the Town Community Development Department.
- Submit AHRI data sheets with Town Permit Application.
- A separate electrical permit may be required depending upon awarded firm's qualifications.
- Contractor must register with the Town and provide Proof of Insurance before any work can be started.

### **II. Materials**

#### **A.) General**

- Manufacturer shop drawings for new equipment must be presented to the Town for pre-approval with this quote. Attach shop drawings to the Clarifications and Exceptions page of this document.
- Provide all new materials, including coils, Freon filter driers, Freon, new bearings, shaft seals for pumps, and insulated pump boxes.

#### **B.) Condenser Coils**

- Two condenser coils on the "A" circuit of the Carrier chiller require replacement. The Carrier chiller Model Number is 30GTN050-520KA. Serial number: 1301F72798.

### **C.) Chill Water Pump Repair with New Insulated Boxes**

- Bearings on both chill water pumps require replacement, with new shaft seals installed.
- Pumps need new insulated boxes fabricated and installed.

## **III. Construction Methods**

### **A.) General**

*All installation procedures must strictly adhere to manufacturer's specifications.*

- Supply the necessary labor and materials to replace the condenser coils and repair the chill water pumps (with new insulated boxes).

### **B.) Environmental Conditions**

- It will be the responsibility of the contractor to repair any damage to Town facilities caused by the construction project activities.
- Clean up the work areas and remove all debris upon completion of job.

### **C.) Site Preparation**

- Secure work area with barricades to protect public and property.
- Secure any ladders.

### **D.) Installation**

- All work shall be performed in a workmanship like manner and in compliance with all building codes and other applicable laws.
- It is the contractor's responsibility to confirm the condition of the existing electrical power and to determine if it meets current code requirements. All electrical work shall be installed in full compliance with the National Electric Code, and all local codes and requirements. It is a part of this job to ensure the power connection equipment, including fusing, can pass inspection.

### **E.) Final Inspection**

- Final Inspection must be scheduled with the Town's Building Permit Division.
- The project must have final permit sign-off by the Building Official before the invoice is approved for payment.

### **F.) Submission of Close-out Documents**

Equipment operating instructions, care and maintenance instructions, and written warranties must be submitted with final invoice.

### **G.) Basis of Payment**

Price and payment will be full compensation for all work specified in this section and the quantity, determined as provided above, will be paid for at the contract price

End of Technical Specifications

**QUOTE FORM**

**CONDENSER COIL REPLACEMENT ON CHILLER UNIT with CHILL WATER PUMP  
REPAIRS  
TOWN OF LAKE PARK, TOWN HALL BUILDING, 535 PARK AVENUE**

**Instructions: Remove this and all following pages, complete and execute, and submit in duplicate with your bid package (1 Original and 1 copies).**

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is: \_\_\_\_\_ (\$ \_\_\_\_\_)

Completion: All work must be completed within 30 days of the date of issuance of the Purchase Order. Hours of work: Contractor may only perform work on this project Monday – Friday between 8am and 5pm, unless pre-approved for other hours by the Town.

<b>Required documents attached?</b>	<b>(Yes or No)</b>
- Schedule of Bid Items	_____
- Acknowledge Addenda # ____ (if issued)	_____
- 1 Original and 1 copy of the following:	
- Quote Form (signed)	_____
- Clarifications/Exceptions (inc. equipment shop dwgs.)	_____
- List of Subcontractors and Prime Vendors	_____
- List of References	_____
- Licenses (copies of applicable licenses)	_____
- Proof of Existing Insurance Coverage	_____
- Drug Free Workplace Certification	_____
- Non-collusion Affidavit of Prime Bidder	_____
- Anti-kickback Affidavit	_____
- Certification of Non-segregated Facilities	_____

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME & TITLE (TYPED or PRINTED): \_\_\_\_\_

## REQUEST FOR QUOTE

**TITLE: Town of Lake Park Town Hall Building  
Condenser Coil Replacement on Chiller Unit with Chill Water Pump Repairs.**

**QUOTE DUE DATE: 11:00 a.m., May 31, 2016**

**CONTACT PERSON WITH TOWN: Richard Scherle, Public Works Operations Manager Tel. 561.881.3345**

Please quote the following consistent with the Technical Specifications and information contained in the "List of Drawings" documents.

### SCHEDULE OF BID ITEMS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
1	<u>Indemnification</u>	1	Job	\$100.00	\$ 100.00
2	<u>Mobilization, includes registration with the Town and permit (permit fee waived).</u>	1	Job	L.S.	_____
3	<u>Pedestrian safety</u>	1	Job	L.S.	_____
4	<u>Removal with disposal of old coils</u>	2	Ea.	_____	_____
5	<u>Provide, and Install two Carrier factory condenser coils per technical specifications, with extra protective coating on coils.</u>	2	Job	L.S.	_____
6	<u>Electrical Connection with proper sized and type of fuses. Must satisfy current NEC requirements.</u>	1	Job	L.S.	_____
7	<u>Install new Freon filter driers</u>	2	Job.	_____	_____
8	<u>New Freon charge of 50lbs. of R-22</u>	1	Job.	_____	_____
9	<u>Freon unit cost if additional required</u>	1	Per Lb.	_____	_____
10	<u>Removal of pump heads on two chill water pumps. Installation of new bearings and shaft seals.</u>	2	Job	L.S.	_____
11	<u>Reinstallation of pumps with alignment to motors.</u>	2	Job	L.S.	_____



## **CLARIFICATIONS/EXCEPTIONS**

Please list any clarifications of your bid in this section, as well as any exceptions you may have. Include Manufacturer's Shop Drawings here.

**LIST OF SUBCONTRACTORS AND PRIME VENDORS**

The following are the subcontractors and prime vendors anticipated to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK, Operations Manager.

<b><u>NAME OF COMPANY</u></b>	<b><u>ADDRESS OF COMPANY</u></b>	<b><u>PHONE/CONTACT</u></b>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

## LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

### REFERENCE #1

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

---

### REFERENCE #2

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

---

### REFERENCE #3

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**INCLUDE PROOF OF PROPER LICENSING (APPLICABLE  
LICENSING TO PERFORM THE REQUIRED SERVICES)**

**INCLUDE PROOF OF EXISTING INSURANCE**

**CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

I certify the firm of \_\_\_\_\_, maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Authorized Signature (Date)

\_\_\_\_\_  
Name & title (typed)

**SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me first duly sworn, made the following statements:

1. The business address of \_\_\_\_\_  
(name of bidder or contractor)  
is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_  
(name of bidder or contractor)  
is \_\_\_\_\_.  
(relationship such as sole proprietor, partner, president, vice president, etc.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_  
Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of \_\_\_\_\_ and

county of \_\_\_\_\_.

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix seal)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**ANTI-KICKBACK AFFADAVIT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_  
\_\_\_\_\_, who, after being by me first duly sworn, deposes and says:

(1) I am \_\_\_\_\_ of \_\_\_\_\_, the bidder that has  
submitted a proposal to perform work for the following project:

Contract # \_\_\_\_\_ Project name: \_\_\_\_\_

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection  
with the work to be performed at the property identified above will be paid to any employee of  
the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or  
any member of my firm or by an officer of the corporation.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_  
by \_\_\_\_\_, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

NOTARY SEAL:

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_  
Notary Public-State of Florida

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he./she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: \_\_\_\_\_

Company Name and Address:

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_



---

**ADDENDUM NO. 1**

**May 17, 2016**

**TOWN OF LAKE PARK  
CONDENSER COIL REPLACEMENT ON  
CHILLER UNIT with CHILL WATER PUMP  
REPAIRS**

**BID NO. 102-2016**

Each recipient of the Addendum No.1 to the bid who responds to the bid acknowledges all of the provisions set forth in the Invitation to Bid and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for *Condenser Coil Replacement on Chiller Unit with Chill Water Pump Repairs Bid No. 102-2016*

A.) SCHEDULE OF BID ITEMS (pgs. 27-28)

Add "Item No. 14, Weekend work premium"

\*All work must take place between 5pm on a Friday, and 8am the following Monday (weekend work required). Specific work schedule to be determined with winning bidder, but must take place no later than 30 days after the issuance of a purchase order.

B.) CLARIFICATION/ADDITIONAL INFO RE:CHILL WATER PUMPS

\*See below photos for additional detail regarding chill water pumps.

Continued, Next Page>

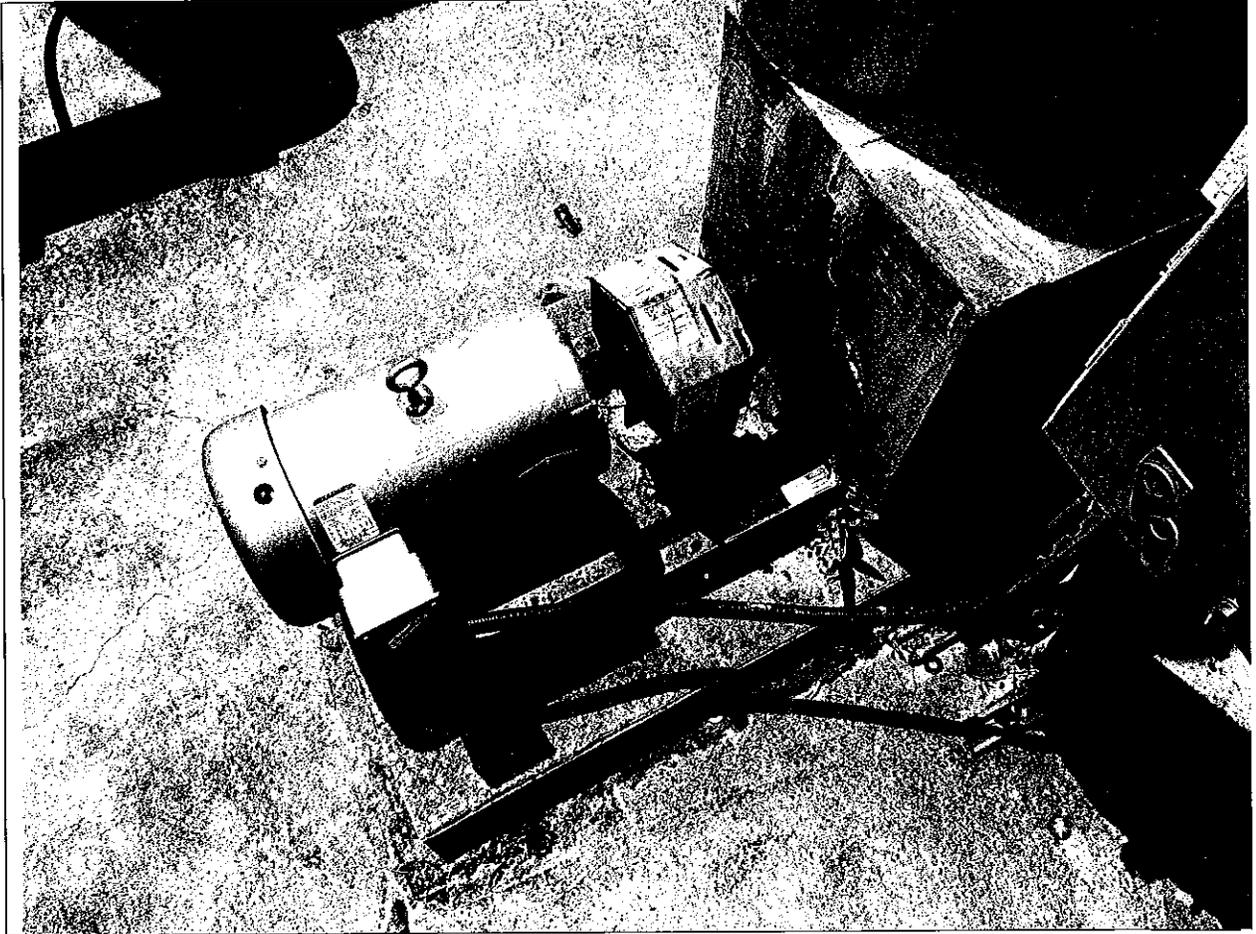
650 Old Dixie Highway, Lake Park, Florida 33403 \* (561) 881-3345 \* Fax: (561) 881-3349

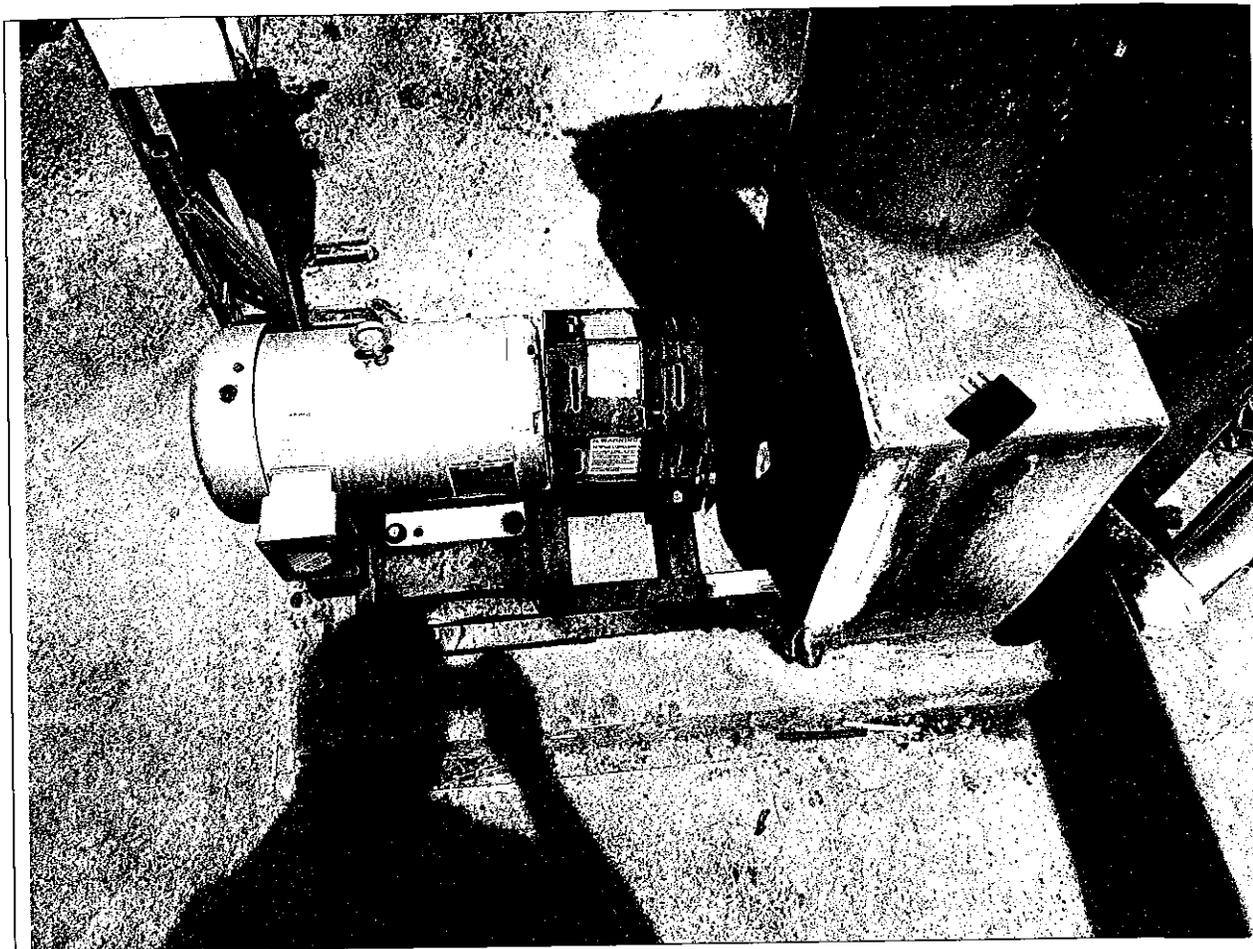
E-mail: [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov)

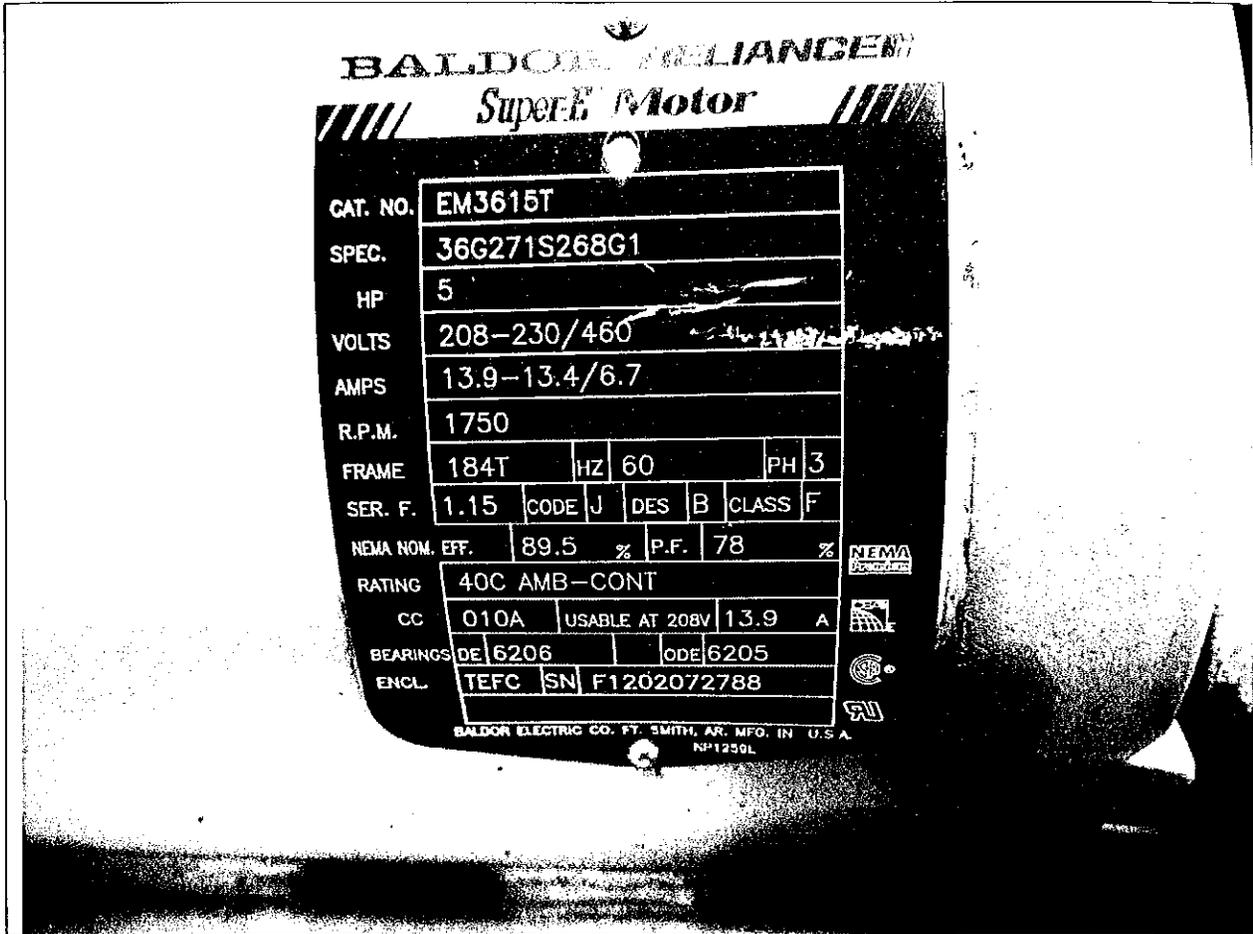
**BALDOR • RELIANCE**  
**SuperE Motor**

CAT. NO.	EM3615T					
SPEC.	36G271S268G1					
HP	5					
VOLTS	208-230/460					
AMPS	13.9-13.4/6.7					
R.P.M.	1750					
FRAME	184T	HZ	60	PH	3	
SER. F.	1.15	CODE	J	DES	B	CLASS F
NEMA NOM. EFF.	89.5	%	P.F.	78	%	
RATING	40C AMB-CONT					
CC	010A	USABLE AT 208V	13.9	A		
BEARINGS	DE 6206	ODE 6205				
ENCL.	TEFC	SN	F1409122105			

BALDOR ELECTRIC CO. FT. SMITH, AR. MFG. IN U.S.A.  
 NP1230L







Bidders must acknowledge receipt of the Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return this addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
May 17, 2016

Signed By: \_\_\_\_\_  
Vivian Mendez-Lemley  
Town Clerk

Bidder:

Signed By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

End of Text of Addendum #1

**QUOTE FORM**

**CONDENSER COIL REPLACEMENT ON CHILLER UNIT with CHILL WATER PUMP  
REPAIRS  
TOWN OF LAKE PARK, TOWN HALL BUILDING, 535 PARK AVENUE**

**Instructions: Remove this and all following pages, complete and execute, and submit in duplicate with your bid package (1 Original and 1 copies).**

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is:  
Twenty Two Thousand, Three Hundred Eighty Six (\$ 22,386.00 )

Completion: All work must be completed within 30 days of the date of issuance of the Purchase Order. Hours of work: Contractor may only perform work on this project Monday – Friday between 8am and 5pm, unless pre-approved for other hours by the Town.

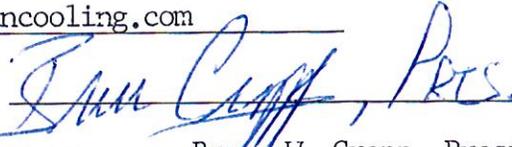
<b>Required documents attached?</b>	(Yes or No)
- Schedule of Bid Items	<u>yes</u>
- Acknowledge Addenda # <u>1</u> (if issued)	<u>yes</u>
- 1 Original and 1 copy of the following:	
- Quote Form (signed)	<u>yes</u>
- Clarifications/Exceptions (inc. equipment shop dwgs.)	<u>yes</u>
- List of Subcontractors and Prime Vendors	<u>yes</u>
- List of References	<u>yes</u>
- Licenses (copies of applicable licenses)	<u>yes</u>
- Proof of Existing Insurance Coverage	<u>yes</u>
- Drug Free Workplace Certification	<u>yes</u>
- Non-collusion Affidavit of Prime Bidder	<u>yes</u>
- Anti-kickback Affidavit	<u>yes</u>
- Certification of Non-segregated Facilities	<u>yes</u>

NAME OF FIRM: Altman Air Conditioning Co., Inc.

ADDRESS: 1125 Old Dixie Highway, Suite #10  
Lake Park, FL 33403

PHONE #: 561-863-8663 FAX #: 561-842-8106

E-MAIL: michelle@altmancooling.com

AUTHORIZED SIGNATURE: 

NAME & TITLE (TYPED or PRINTED): Bruce W. Cropp, President



---

**ADDENDUM NO. 1**

**May 17, 2016**

**TOWN OF LAKE PARK  
CONDENSER COIL REPLACEMENT ON  
CHILLER UNIT with CHILL WATER PUMP  
REPAIRS**

**BID NO. 102-2016**

Each recipient of the Addendum No.1 to the bid who responds to the bid acknowledges all of the provisions set forth in the Invitation to Bid and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for *Condenser Coil Replacement on Chiller Unit with Chill Water Pump Repairs Bid No. 102-2016*

A.) SCHEDULE OF BID ITEMS (pgs. 27-28)

Add "Item No. 14, Weekend work premium"

\*All work must take place between 5pm on a Friday, and 8am the following Monday (weekend work required). Specific work schedule to be determined with winning bidder, but must take place no later than 30 days after the issuance of a purchase order.

B.) CLARIFICATION/ADDITIONAL INFO RE:CHILL WATER PUMPS

\*See below photos for additional detail regarding chill water pumps.

Continued, Next Page>

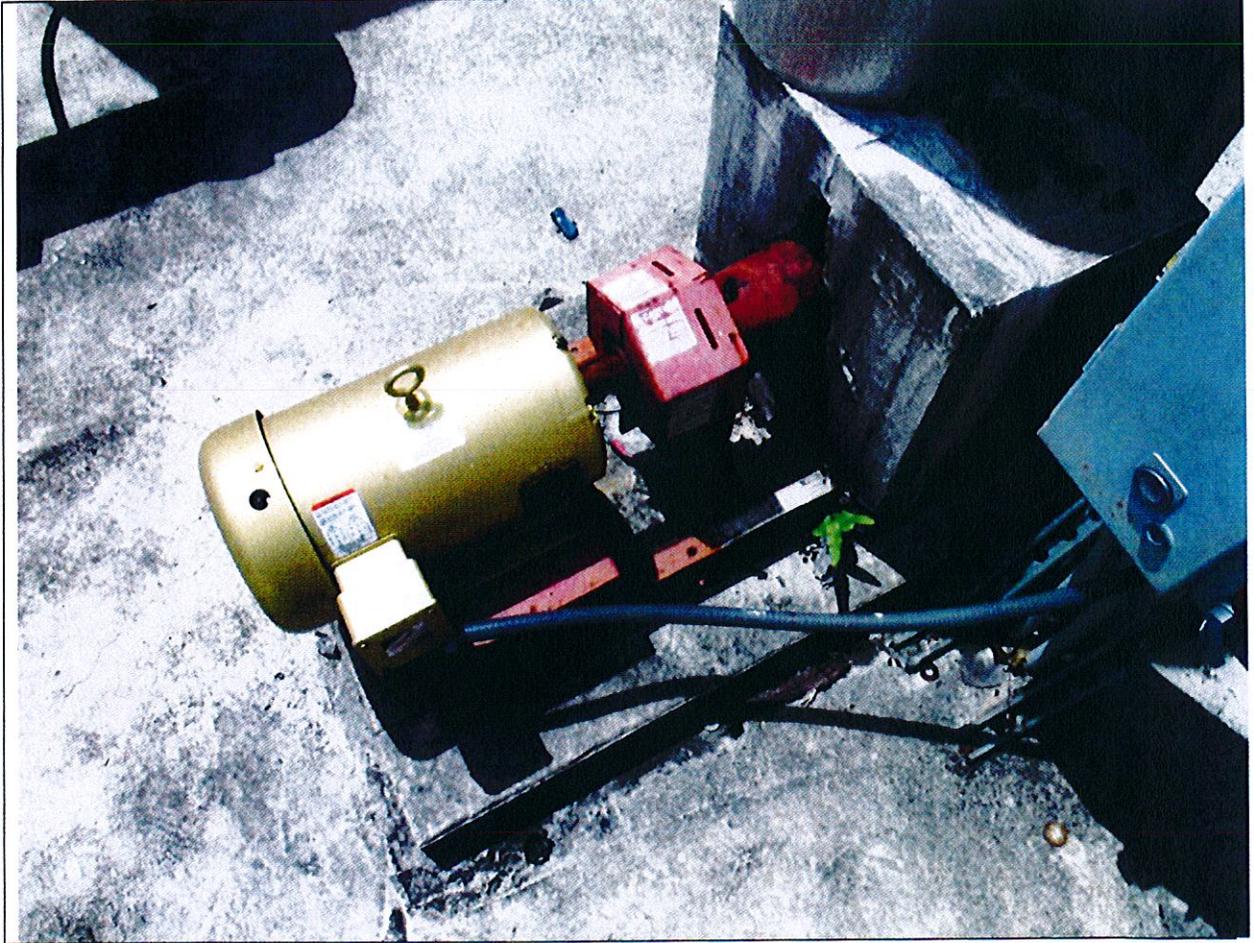
650 Old Dixie Highway, Lake Park, Florida 33403 \* (561) 881-3345 \* Fax: (561) 881-3349

E-mail: [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov)

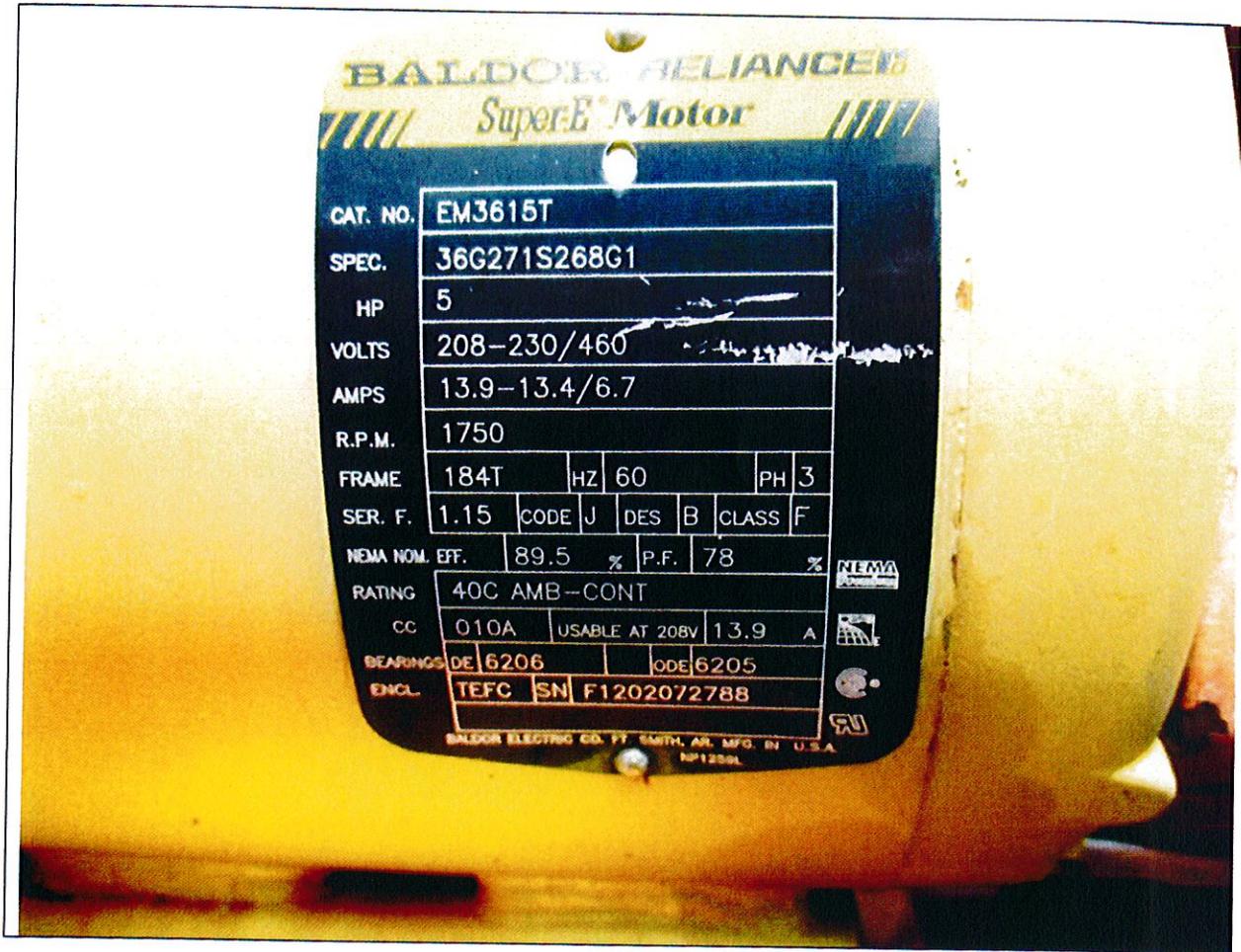
**BALDOR · RELIANCE**  
*SuperE Motor*

CAT. NO.	EM3615T					
SPEC.	36G271S268G1					
HP	5					
VOLTS	208-230/460					
AMPS	13.9-13.4/6.7					
R.P.M.	1750					
FRAME	184T	HZ	60	PH	3	
SER. F.	1.15	CODE	J	DES	B	CLASS F
NEMA NOM. EFF.	89.5	%	P.F.	78	%	
RATING	40C AMB-CONT					
CC	010A	USABLE AT 208V	13.9	A		
BEARINGS	DE 6206	ODE	6205			
ENCL.	TEFC	SN	F1409122105			

BALDOR ELECTRIC CO. FT. SMITH, AR. MFG. IN U.S.A.  
 NP1289L







Bidders must acknowledge receipt of the Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return this addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
May 17, 2016

Signed By: Vivian Mendez  
Vivian Mendez  
Town Clerk

Digitally signed by Vivian Mendez  
DN: cn=Vivian Mendez, o=Town of Lake Park, ou=Town  
Clerk, email=vmendez@lakeparkflorida.gov, c=US  
Date: 2016.05.16 15:46:54 -0400

Bidder:

Signed By: *George McCleese*  
Print Name: GEORGE MCCLEESE  
Title: V. PRES  
Date: 5-17-16

End of Text of Addendum #1

## REQUEST FOR QUOTE

**TITLE: Town of Lake Park Town Hall Building  
Condenser Coil Replacement on Chiller Unit with Chill Water Pump Repairs.**

**QUOTE DUE DATE: 11:00 a.m., May 31, 2016**

**CONTACT PERSON WITH TOWN: Richard Scherle, Public Works Operations Manager Tel. 561.881.3345**

Please quote the following consistent with the Technical Specifications and information contained in the "List of Drawings" documents.

### SCHEDULE OF BID ITEMS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
1	<u>Indemnification</u>	1	Job	\$100.00	\$ <u>100.00</u>
2	<u>Mobilization, includes registration with the Town and permit (permit fee waived).</u>	1	Job	L.S.	<u>68.00</u>
3	<u>Pedestrian safety</u>	1	Job	L.S.	<u>108.00</u>
4	<u>Removal with disposal of old coils</u>	2	Ea.		<u>Included in Item #5</u>
5	<u>Provide, and Install two Carrier factory condenser coils per technical specifications, with extra protective coating on coils.</u>	2	Job	L.S.	<u>9,200.00</u>
6	<u>Electrical Connection with proper sized and type of fuses. Must satisfy current NEC requirements.</u>	1	Job	L.S.	<u>N/A</u>
7	<u>Install new Freon filter driers</u>	2	Job.		<u>270.00</u>
8	<u>New Freon charge of 50lbs. of R-22</u>	1	Job.		<u>1,500.00</u>
9	<u>Freon unit cost if additional required</u>	1	Per Lb.	50.00	<u>--</u>
10	<u>Removal of pump heads on two chill water pumps. Installation of new bearings and shaft seals.</u>	2	Job	L.S.	<u>1,540.00</u>
11	<u>Reinstallation of pumps with alignment to motors</u>	2	Job	L.S.	<u>Included in Item #10</u>

**SCHEDULE OF BID ITEMS**

**(continued)**

12	<u>Fabrication and installation of new insulated box for each pump</u>	2	Job	L.S.	<u>4,050.00</u>
13	<u>All labor for a complete job</u>	1	Job	L.S.	<u>5,550.00</u>

Bid Items 1 - 13

TOTAL  
ESTIMATED COST \$22,386.00



Submitted by: Bruce W. Cropp Date: 5/31/2016

Name of Firm: Altman Air Conditioning Co., Inc. E-mail address: michelle@altmancooling.com

Address: 1125 Old Dixie Highway, Suite #10 Telephone No: 561-863-8663  
Lake Park, FL 33403

Submit Signed Contract Document to:

Town of Lake Park Clerk's Office  
Attn: Vivian Mendez, Town Clerk  
353 Park Avenue  
Lake Park, Florida 33403

Phone No: 561.881.3311

Fax No: 561.881.3349

E-mail: [vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)

### **CLARIFICATIONS/EXCEPTIONS**

Please list any clarifications of your bid in this section, as well as any exceptions you may have. Include Manufacturer's Shop Drawings here.

- 1) **Carrier replacement coil warranty is one (1) year.**
- 2) **There is NO 5-year pump repair warranty.**
- 3) **Blygold coil coating warranty is five (5) years if the maintenance protocol is followed. A copy of their maintenance protocol is attached in this bid.**
- 4) **Only the bearings and shaft seals are covered in the pump repair price. If more issues are found once the pumps are opened, the additional cost will be quoted.**
- 5) **Any additional freon leaks that are not related to the new coils will NOT be covered in this bid.**
- 6) **Carrier does not issue shop drawings. No shop drawings are attached.**
- 7) **The thirty (30) day completion from the issuing of the Town of Lake Park's Purchase Order is not probable, and we cannot be held to that time frame. If the coils are not in stock at the time of the issuance of the Purchase Order, it could take eight (8) weeks for manufacturing.**

**Manufacturers and Blygold Licensees Please Take Note!**  
*This registration form must accompany the warranted equipment to its final destination.  
The end user or service provider requires this document to validate the warranty.*

# **Blygold<sup>®</sup>**

---

## **FLORIDA**

### **Blygold<sup>®</sup> PoluAl (XT) Five Year Warranty Package**

#### **Contents:**

- 1. Registration Form**
- 2. Terms and Conditions**
- 3. Blygold PoluAl (XT) Chemical and Other Substances Resistance List**

#### **Instructions to End User or Service Provider:**

- 1. Make sure the warranted coil has a legible identification tag.**
- 2. Fill out block one of registration form.**
- 3. Carefully read terms and conditions of warranty.**
- 4. Sign and Date registration form.**
- 5. Return signed registration form to the Blygold Licensed applicator shown in block two of the form as soon as possible after unit is installed.**
- 6. Retain a copy of the completed registration form, the Blygold PoluAl (XT) Warranty and the PoluAl (XT) resistance list for your records.**
- 7. If you have any questions or concerns contact the Blygold Licensee shown on the registration form or feel free to contact Blygold America Inc. Headquarters in Pompano Beach at 954-769-9511.**

**BLYGOLD<sup>®</sup> POLUAL (XT) FIVE YEAR WARRANTY**

# Registration Form

## 1. Installation Site and Equipment information

Site Name	:	
Address	:	
City	:	
State and Zip	:	
Equipment Manufacturer	:	
Model Number	:	
Serial Number	:	

I have read the warranty terms and conditions provided with this form. I understand that failure to comply with those terms and conditions will result in this warranty being voided.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 2. Blygold Licensee and Applicator information

Blygold Licensee	:	Blygold Florida, Inc.
Address	:	3000 SW 10 <sup>th</sup> Street, Pompano Beach, FL 33069
Telephone	:	954-356-6666
Coil Identification Number:		
Application date	:	
Applied by	:	
Installation date	:	

### NOTE

This warranty is valid for five years from the application date shown above. This registration form must be filled out and returned to the Blygold licensee shown above within seven days after the unit is installed.

Blygold® is a Registered Trademark of Blygold International BV.

# BLYGOLD POLUAL (XT) WARRANTY

## TERMS AND CONDITIONS

This warranty is valid, pursuant to the following terms and conditions, for a period no longer than five years from the application date indicated on the registration form. The warranty shall become void if the registration form is not completed and returned to the Blygold applicator within seven days after the unit is installed. Your exclusive remedy for the breach of this limited warranty is limited, at the applicator's option, to repair of the Coating in the field or to a new Coating application for a replacement coil. This Limited Warranty will NOT cover the cost of (i) a replacement coil; (ii) the labor costs; (iii) freight of the replacement coil to the job site; and (iv) refrigerant recovery. The applicator shall accept no liability or responsibility for damages should the coils or the Coating be used for an unspecified purpose, misused, tampered with or combined with foreign elements, damaged by mishandling, abuse, improper storage or used in any manner other than originally intended. Without limiting the generality of the foregoing, the following items specifically are not covered by this limited warranty:

1. Damage originating internally, such as from corrosive liquids or gases inside the system;
2. Damage from improper cleaning methods, such as the use of wire brushes, unauthorized chemicals or coil cleaners, or other abrasive actions or products (such as UV-C light); or
3. Damage from any other intentional or accidental act, or any act of nature, which compromises the integrity of the Coating applied for external corrosion protection.

This Warranty is valid only under and with the following conditions:

1. The coil is constructed of aluminum fins over copper or aluminum tubing.
2. The exposure conditions of the coil have at no time exceeded the limitations set forth in the resistance list.
3. The Blygold warranty registration form has been completed and received by the Blygold licensee.
4. Inspection / maintenance requirements are performed in accordance with Blygold recommendations using approved chemicals and methods, as prescribed below.
5. Notice of any failure of the Blygold PoluAl (XT) coating must be presented, in writing, to the Blygold Licensee within seven days after the defect is discovered. Immediately after submitting such notice, free access shall be given to the Blygold Licensee or its appointed representative for the purpose of inspection and/or sampling of fin material and/or air sampling. If written notice is not given within one (1) week, and/or access to examine the coil is denied to the Blygold Licensee or its appointed representative, any claim for breach of this warranty shall be deemed to have been waived, and the Blygold Licensee and/or Blygold America Inc. shall have NO LIABILITY under this warranty.
6. In the event of a coil failure and an ensuing dispute as to the cause of said failure, an electron-microscopic test of a sample of the damaged coil will be employed to resolve said dispute. Blygold America Inc. will appoint an independent laboratory to be used for this test and the results will be binding.
7. Any service performed under this warranty shall not serve to extend the warranty beyond five years from the application date as set forth on the warranty registration form.
8. Blygold Florida warranties are valid in the State of Florida only. Outside the state of Florida Blygold Florida does not cover the costs for travel, transport and lodging charges.
9. Coils damaged in transit, after the Blygold coating is initially applied, or during installation must be brought to the immediate attention of the Blygold Licensee. At such time the coating will be repaired at the cost of the customer. Failure to repair the damaged coil will result in the warranty being voided.
10. The warranty shall be voided if the Blygold registration plate or tag has been removed, destroyed or rendered illegible.
11. The warranty shall be voided if UV-C lights are installed in or on the unit.

THE ABOVE LIMITED WARRANTY TERMS SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ALL SUCH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED AND DENIED. IN NO EVENT SHALL THE BLYGOLD LICENSEE BE LIABLE TO YOU OR YOUR CUSTOMERS FOR ANY INCIDENTAL SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS ARISING FOR ANY REASON WHATSOEVER. THIS WARRANTY SHALL ACCRUE ONLY TO YOUR BENEFIT AND SHALL NOT BE TRANSFERABLE TO ANY OTHER PARTY.

### Inspection and Maintenance Requirements

The following inspection and maintenance procedures are required as part of the terms and conditions of the warranty. Any defects, damage or corrosion found during inspections should be immediately reported to the Blygold Licensee identified on the warranty certificate.

1. Immediately after the unit is installed, the coated coil should be inspected for damage incurred in shipping or handling.
2. The coil should be cleaned and inspected periodically to ensure maximum efficiency of the coil and the coating. The frequency requirement of the cleaning process will vary depending on the conditions present at the installation site. At a minimum, Blygold requires in-service coils be cleaned and inspected every three months, commencing immediately after installation. Your Blygold applicator will inform you of the inspection and maintenance frequency for your installation.
3. Using a low-pressure spray device, the coil should be rinsed with clean fresh water, washed with a solution of Blygold Coil Clean (or neutral soap) and/or water and rinsed thoroughly with clean fresh water. Blygold recommends this be done for the life of the unit as it not only will enhance the corrosion resistance capability of the coil but also maintain and improve the operating efficiency of the unit.
4. After each wash, the coil should be inspected for any damage, onset of corrosion or deterioration of the coating.

## Resistance list PoluAl XT

Blygold PoluAl XT resistance to various agents and particles has been tested in lab conditions. The issue of a warranty to a heat exchanger by the Blygold PoluAl XT corrosion protection system will be subject to the exposure conditions simulated in this test. Values are based on average concentrations, at any doubt the R&D department of Blygold International should be consulted. Tel 31 30 6344344 Fax 31 30 6344300 or [info@blygold.com](mailto:info@blygold.com)

Attention !! Resistance is expressed in terms of vapors, not fluids. Concerning exposure to fluids, cleaning agents, chemicals, process fluids or others, Blygold Int. BV should be consulted.

Resistance is based on exposure temperature of 20°C or 68 °F

Inorganic acids	max concentration in ppm
Arsenic acid	641
Boric acid	641
Hydrogen carbonate	641
Chromic acid	641
Bromic acid	320
Hydrochloric acid	320
Hydrogen fluoride	320
Hydrogen sulphide	320
Nitric acid	320
Sulphuric acid	320
Phosphoric acid	320
Perchloric acid	320
Selenic acid	320
sulfonic acid	641

Organic acids	max concentration in ppm
Acetic acid	320
Benzoic acid	320
Lactic acid	320
Phenols	320
Citric acid	320
Fatty acids	320
Formic acid	80
Hydrocyanic acid	320
Malic acid	320
Margaric acid	320
Picric acid	320
Oleic acid	320
Oxalic acid	320
Sulphamic acid	320
Wine stone acid	320
Barn stone acid	320
Palmitic acid	320
Tannin	320
Phthalic acid	320
Propionic acid	80
Salicylic acid	320
Stearic acid	320
Valeric acid	320

## Resistance list PoluAI XT

Alkalines	max concentration in ppm
Ammonia	160
Caustic soda	80
Sodiumhydroxyde	20
Caustic potassium	80
Potassium hydroxyde solution	20
Lithium hydroxyde	20
Calciumhydroxyde	20
Magnesium hydroxyde	20

Ethers	max concentration in ppm
Diethylether	20
Acetic ether	20

Aromatic hydrocarbons	max concentration in ppm
Xylene	640
Toluene	640
Asphalt	640
Anthracene	640
Benzapherene	640
Gumlac	640
Benzene	640
Solventnaphta	640
Naphtalene	640
Terpenes	640

Aliphatic hydrocarbons	max concentration in ppm
White spirit	640
White spirit	640
Shellsol TD	640
Bitumen	640
Isopar G	640
Paraffine	640
Paraffineoil	640

Alcohols	max concentration in ppm
Methanol	320
Ethanol	320
Isopropanol	320
n-Butanol	320
Amylalcohol	320
Benzylalcohol	320
Diacetonalcohol DAA	320
Glycerine	320
n-Propanol	320
Pentanol	320

## Resistance list PoluAI XT

Fuels and Oils	max concentration in ppm
Diesel	640
Fuel oil	640
Petrol	640
Superpetrol	640
Lubricating oils	640
Kerosene	640
Sferic oils	640
LPG	640
Mineral Oils	640
Breakliquide	640
Skydrol	640
Animal oils	640
Ethric oils	640
Vegetable oils	640
Butagas	640
Acetylene	640

Esters	max concentration in ppm
Ethylacetate	160
Amylacetate	160
Propylacetate	160
Ethylxalate	160
Butylacetate	160
Butylpropionate	160
Ethylformiate	160
Ethylbenzoate	160

Ketones and Aldehydes	max concentration in ppm
Acetone	320
Acetaldehyde	320
Benzaldehyde	320
Formaldehyde	320
Salicylaldehyde	320
Diisobutylketone	320
Methylisobutylketone	320
Methylethylketone	320
Butanal	320
Crotonaldehyde	320

Halogenated Hydrocarbons	max concentration in ppm
1.1.1.Trichloorethane	20
Methyleenchloride	20
Methylbromide	20
Tetrachloormethane	20
Dichloorethene	20
Trichloorethylene	20
Perchloorethylene	20
Tetraiodicmethane	20
PCB	20

## Resistance list PoluAI XT

<b>Salts and watersolutions</b>	<b>max concentration in ppm</b>
Sodiumsalts	640
Potassiumsalts	640
Calciumsalts	640
Aluminiumsalts	640
Ammoniumsalts	640
Bariumsalts	640
Coppersalts	640
Leadsalts	640
Lithiumsalts	640
Magnesiumsalts	640
Mercurysalts	640
Lithopone	640
Arsenious compounds	640
Hydroquinone	640
Ironsalts	640
Processwater	640
Rainwater	640
Seawater	640
Heavywater	640
Zincsalts	640
Tinsalts	640
Siliconsalts	640
Cement	640
Quarts	640
Dolomite	640

<b>Others</b>	<b>max concentration in ppm</b>
Carbondisulphide	160
Carbonmonoxyde	640
Carbondioxyde	640
Nitrogen	640
Hydrogenperoxyde	320
Chlorine	64
Iodine	20
Iodinetinctuur	20
Bromic	20
East-Indian ink	640
Phosphor	320
Diphosphorpentoxyde	20
Zinc	640
Aluminium	640
Glucose (syrup)	640
Fructose	640
Mercury	640
Sulpher	640
Antimony	640
Indole	640
Latices	640
Nitroglycerine	640
Hydrogen	640
Epoxyresins	640
Isocyanate	640

## Resistance list PoluAI XT

Others	max concentration in ppm
Rubber	640
Schellac	640
Urea	640
Fruit essences	640
Beer	640
Flourproducts	640
Corn	640
Liqueurs	640
Coffee	640
Tea	640
Liqueur	640
Menthol	640
Camphor	640
Cellulose	640
Celluloseacetate	640
Nitrocellulose	640
Methylcellulose	640
Cocos	640
Silicium	640
Siliciumcarbide	640
Cork	640
Woodfibre	640
Photo-developmentbathe	640
Viscose	640
Rescosinol	640
Resins	640
Tabaco	640
Nicotine	640
Trinitrobenzene	640
Gelatine	640
Printer's ink	640
Milk	640
Potatoflour	640
Vegetables	640
Fruit	640
Spices	640
Honey	640
Eggs	640
Cheese	640
Mustard	640
Mayonnaise	640
TomatoKetchup	640
Curry	640
Cacao	640
Lemonade	640
Coca Cola	640
Pepsi Cola	640
Sauerkraut	640
Blood	640
Ketjap	640
Sambal	640

**LIST OF SUBCONTRACTORS AND PRIME VENDORS**

The following are the subcontractors and prime vendors anticipated to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK, Operations Manager.

<b><u>NAME OF COMPANY</u></b>	<b><u>ADDRESS OF COMPANY</u></b>	<b><u>PHONE/CONTACT</u></b>
1)	<u>Carrier Corporation 5440 NW 30th Avenue Ft. Lauderdale, FL</u>	<u>954-315-5160</u>
2)	<u>Blygold of Florida 3000 S.W. 10th Street Pompano Beach, FL</u>	<u>954-971-6601</u>
3)	<u>Electric Motors of the Palm Beaches, 729 Belvedere Road, WPB, FL</u>	<u>561-832-0233</u>
4)	_____	
5)	_____	

## LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

### REFERENCE #1

Company/Agency Name: Palm Beach Kennel Club  
Address: 1111 N. Congress Avenue  
West Palm Beach, FL 33409

Point of Contact: Robert Scranton  
Phone Number: 561-282-7738  
Fax Number: 561-471-9114  
E-mail: roberts@pbkennelclub.com

---

### REFERENCE #2

Company/Agency Name: Florida Power & Light Martin County Energy Center  
Address: 21900 SW Warfield Road  
Indiantown, FL 34956

Point of Contact: Jessie Ferrell  
Phone Number: 863-227-4302  
Fax Number: \_\_\_\_\_  
E-mail: jessie.ferrell@fpl.com

---

### REFERENCE #3

Company/Agency Name: Florida Power & Light Port Everglades, Florida  
Address: 3100 SE 14th Avenue  
Ft. Lauderdale, FL 33316

Point of Contact: Dave Aromiskis  
Phone Number: 954-527-3501  
Fax Number: 954-527-3604  
E-mail: Dave.aromiskis@fpl.com

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD



<b>LICENSE NUMBER</b>	
CMC1250346	

The MECHANICAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

CROPP, BRUCE WAYNE  
ALTMAN AIR CONDITIONING COMPANY INC  
1125 OLD DIXIE HIGHWAY, SUITE 10  
LAKE PARK FL 33403



ISSUED: 06/15/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406150001595

ALTMAN, WILLIAM O  
000-0000

**2016**

TOWN OF LAKE PARK  
LOCAL BUSINESS TAX RECEIPT

535 PARK AVENUE, LAKE PARK, FL. 33403  
THIS TAX RECEIPT EXPIRES SEPTEMBER 30, 2016

No: 00654  
Date: 10/14/15

Address: 1125 OLD DIXIE HWY #10  
LAKE PARK FL 33403  
Activity: CO108 BUILDING CONTRACTORS, GENERAL



Tax 148.05  
Penalty  
Transfer  
  
Total Paid 148.05

Issued to: ALTMAN AIR CONDITIONING CO.  
1125 OLD DIXIE HWY #10  
LAKE PARK FL 33403

A TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS BUSINESS TAX OFFICIAL



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

*Serving you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

1125 OLD DIXIE HWY #10  
LAKE PARK, FL 33403-2348

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BIL
23-0108 CW MECHANICAL CONTRACTOR	CROPP BRUCE WAYNE	CMC1250346	U15.703923 - 08/25/15	\$264.60	B401

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA  
PALM BEACH COUNTY  
2015/2016 LOCAL BUSINESS TAX REC

**LBTR Number: 200803916**  
**EXPIRES: SEPTEMBER 30, 20**

ALTMAN AIR COND CO INC  
ALTMAN AIR COND CO INC  
1125 OLD DIXIE HWY #10  
LAKE PARK, FL 33403-2348

This receipt grants the privilege of engaging in or managing any business profession or occupation



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

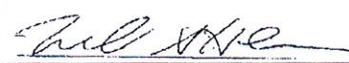
<b>PRODUCER</b> Brown & Brown of Florida, Inc Suite 400 1401 Forum Way West Palm Beach, FL 33401 Michael A. Melim	<b>CONTACT NAME:</b> Michael A. Melim <b>PHONE (A/C, No. Ext):</b> 561-686-2266 <b>FAX (A/C, No.):</b> 561-686-2313 <b>E-MAIL ADDRESS:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Southern-Owners Insurance Co+</td> <td>10190</td> </tr> <tr> <td>INSURER B: Owners Insurance Co +</td> <td>32700</td> </tr> <tr> <td>INSURER C: * FFVA Mutual Insurance Co+</td> <td>10385</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Southern-Owners Insurance Co+	10190	INSURER B: Owners Insurance Co +	32700	INSURER C: * FFVA Mutual Insurance Co+	10385	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Southern-Owners Insurance Co+	10190													
INSURER B: Owners Insurance Co +	32700													
INSURER C: * FFVA Mutual Insurance Co+	10385													
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Altman Air Conditioning Co , I Michelle Tyree 1125 Old Dixie Hwy Ste 10 Lake Park, FL 33403														

**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	1246827274159216	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		4906458000	02/01/2016	02/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		4906458001	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC84000234322016A	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Town of Lake Park Department of Public Works are named as an Additional Insured with respects to General Liability as required by written contract.**

<b>CERTIFICATE HOLDER</b>  TOWNO-8  Town of Lake Park Department of Public Works 650 Old Dixie Highway Lake Park, FL 33403	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

**CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

I certify the firm of Altman Air Conditioning Co., Inc., maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

 5-17-16  
Authorized Signature (Date)

Bruce W. Cropp, President

Name & title (typed)

**SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared Bruce W. Cropp, who, being by me first duly sworn, made the following statements:

1. The business address of 1125 Old Dixie Highway, Suite #10, Lake Park, FL 33403  
(name of bidder or contractor)  
is Altman Air Conditioning Co., Inc.
2. My relationship to Altman Air Conditioning Co., Inc.  
(name of bidder or contractor)  
is President / Owner  
(relationship such as sole proprietor, partner, president, vice president, etc.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

*Bruce W. Cropp* PRES  
Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of FLORIDA and  
county of PALM BEACH.

on the 20<sup>TH</sup> day of MAY, 2014.

*Michelle Tyree*  
Notary Public

(Affix seal)

My commission expires: \_\_\_\_\_



**ANTI-KICKBACK AFFADAVIT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Bruce W. Cropp  
\_\_\_\_\_, who, after being by me first duly sworn, deposes and says:

(1) I am President of Altman Air Conditioning the bidder that has submitted a proposal to perform work for the following project:

Contract # 102-2016 Project name: Condenser Coil Replacement on Chiller Unit with Chill Water Pump Repairs

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Bruce W. Cropp, PRES  
\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this 20<sup>th</sup> day of May 2016  
by BRUCE W. CROPP, who is personally known to me or who has produced PERSONALLY KNOWN as identification.

NOTARY SEAL:

Notary Signature: Michelle Tyree

Notary Name:



**CERTIFICATION OF NON-SEGREGATED FACILITIES**

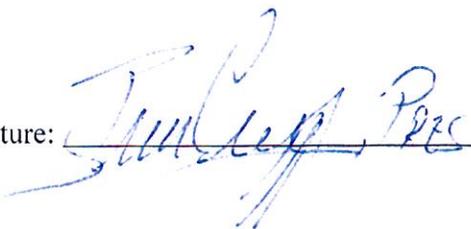
The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he,/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Condenser Coil Replacement on Chiller Unit with Pump Repairs  
Town of Lake Park Bid No. 102-2016

Company Name and Address:

Altman Air Conditioning Co., Inc.  
1125 Old Dixie Highway, #10  
Lake Park, Florida 33403

Signature: 

Name & Title: Bruce W. Cropp, President

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

ALTMAN AIR CONDITIONING COMPANY, INC.

**Filing Information**

<b>Document Number</b>	H63710
<b>FEI/EIN Number</b>	59-2518766
<b>Date Filed</b>	06/25/1985
<b>State</b>	FL
<b>Status</b>	ACTIVE

**Principal Address**1125 OLD DIXIE HIGHWAY  
SUITE #10  
LAKE PARK, FL 33403

Changed: 03/19/2010

**Mailing Address**1125 OLD DIXIE HIGHWAY  
SUITE #10  
LAKE PARK, FL 33403

Changed: 03/19/2010

**Registered Agent Name & Address**CROPP, BRUCE WAYNE  
625 Southwind Circle  
Apt. #207  
North Palm Beach, FL 33408

Name Changed: 02/12/2016

Address Changed: 02/12/2016

**Officer/Director Detail****Name & Address**

Title President

CROPP, BRUCE W  
625 Southwind Circle  
Apt. #207  
PALM BEACH GARDENS, FL 33408

**Title Secretary**

TYREE, MICHELLE  
 625 SOUTHWIND CIRCLE  
 APT. #207  
 NORTH PALM BEACH, FL 33408

**Title JUNIOR VICE PRESIDENT**

MC CLEASE, GEORGE D  
 9125 DEMERY DRIVE  
 PALM BEACH GARDENS, FL 33410

**Title Senior Vice President**

Tyree, Michelle  
 625 SOUTHWIND CIRCLE  
 APT, #207  
 NORTH PALM BEACH, FL 33408

**Title Treasurer**

TYREE, MICHELLE  
 625 SOUTHWIND CIRCLE  
 APT. #207  
 NORTH PALM BEACH, FL 33408

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2015	02/05/2015
2015	06/17/2015
2016	02/12/2016

**Document Images**

<a href="#">02/12/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/17/2015 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/05/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/17/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/19/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/06/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/01/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/04/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/19/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/09/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/03/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/27/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

[04/07/2006 -- ANNUAL REPORT](#)  
[04/21/2005 -- ANNUAL REPORT](#)  
[04/22/2004 -- ANNUAL REPORT](#)  
[03/06/2003 -- ANNUAL REPORT](#)  
[04/24/2002 -- ANNUAL REPORT](#)  
[02/27/2001 -- ANNUAL REPORT](#)  
[04/28/2000 -- ANNUAL REPORT](#)  
[04/01/1999 -- ANNUAL REPORT](#)  
[04/30/1998 -- ANNUAL REPORT](#)  
[04/09/1997 -- ANNUAL REPORT](#)  
[04/05/1996 -- ANNUAL REPORT](#)  
[04/07/1995 -- ANNUAL REPORT](#)

[View image in PDF format](#)  
[View image in PDF format](#)

[Copyright ©](#) and [Privacy Policies](#)  
State of Florida, Department of State

QUOTE FORM

**CONDENSER COIL REPLACEMENT ON CHILLER UNIT with CHILL WATER PUMP  
REPAIRS  
TOWN OF LAKE PARK, TOWN HALL BUILDING, 535 PARK AVENUE**

**Instructions: Remove this and all following pages, complete and execute, and submit in duplicate with your bid package (1 Original and 1 copies).**

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is:

Fifty three thousand seven hundred thirty five (\$ 43,735 )

Completion: All work must be completed within 30 days of the date of issuance of the Purchase Order. Hours of work: Contractor may only perform work on this project Monday – Friday between 8am and 5pm, unless pre-approved for other hours by the Town.

Required documents attached?	(Yes or No)
- Schedule of Bid Items	<u>✓</u>
- Acknowledge Addenda # <u>1</u> (if issued)	<u>✓</u>
- 1 Original and 1 copy of the following:	
- Quote Form (signed)	<u>✓</u>
- Clarifications/Exceptions (inc. equipment shop dwgs.)	<u>✓</u>
- List of Subcontractors and Prime Vendors	<u>✓</u>
- List of References	<u>✓</u>
- Licenses (copies of applicable licenses)	<u>✓</u>
- Proof of Existing Insurance Coverage	<u>✓</u>
- Drug Free Workplace Certification	<u>✓</u>
- Non-collusion Affidavit of Prime Bidder	<u>✓</u>
- Anti-kickback Affidavit	<u>✓</u>
- Certification of Non-segregated Facilities	<u>✓</u>

NAME OF FIRM: Cedars Electro-Mechanical, Inc.

ADDRESS: 1712 S. Dixie Hwy.  
Lake Worth, FL 33460

PHONE #: 561-588-4088 FAX #: 561-588-4087

E-MAIL: debraco@cedarsunc.com

AUTHORIZED SIGNATURE: Debra L. Chalhouh

NAME & TITLE (TYPED or PRINTED): Debra L. Chalhouh - president

Town of  
**LAKE PARK**



Department of  
**PUBLIC WORKS**

---

**ADDENDUM NO. 1**

**May 17, 2016**

**TOWN OF LAKE PARK  
CONDENSER COIL REPLACEMENT ON  
CHILLER UNIT with CHILL WATER PUMP  
REPAIRS**

**BID NO. 102-2016**

Each recipient of the Addendum No.1 to the bid who responds to the bid acknowledges all of the provisions set forth in the Invitation to Bid and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for *Condenser Coil Replacement on Chiller Unit with Chill Water Pump Repairs Bid No. 102-2016*

**A.) SCHEDULE OF BID ITEMS (pgs. 27-28)**

Add "Item No. 14, Weekend work premium"

\*All work must take place between 5pm on a Friday, and 8am the following Monday (weekend work required). Specific work schedule to be determined with winning bidder, but must take place no later than 30 days after the issuance of a purchase order.

**B.) CLARIFICATION/ADDITIONAL INFO RE:CHILL WATER PUMPS**

\*See below photos for additional detail regarding chill water pumps.

Continued, Next Page>

650 Old Dixie Highway, Lake Park, Florida 33403 \* (561) 881-3345 \* Fax: (561) 881-3349

E-mail: [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov)

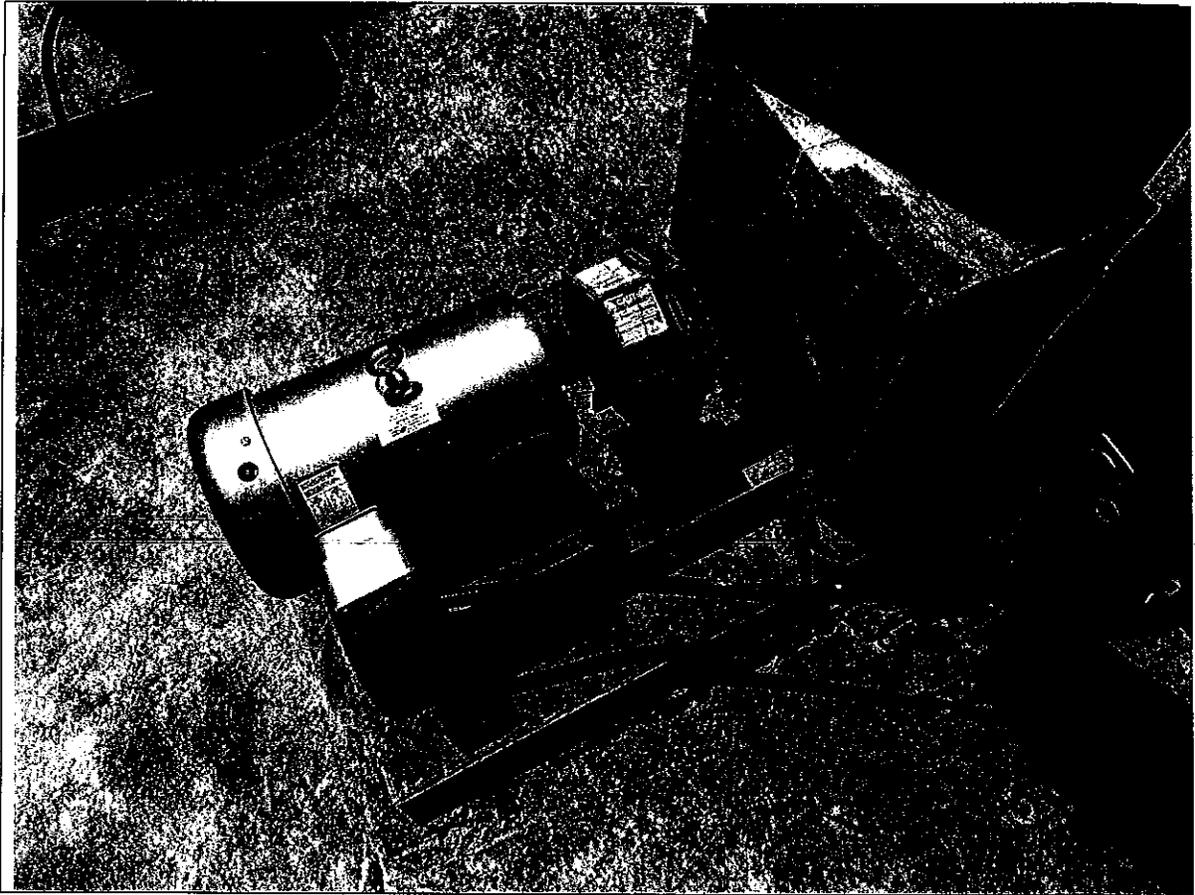
**BALDOR • RELIANCE**  
**Super E Motor**

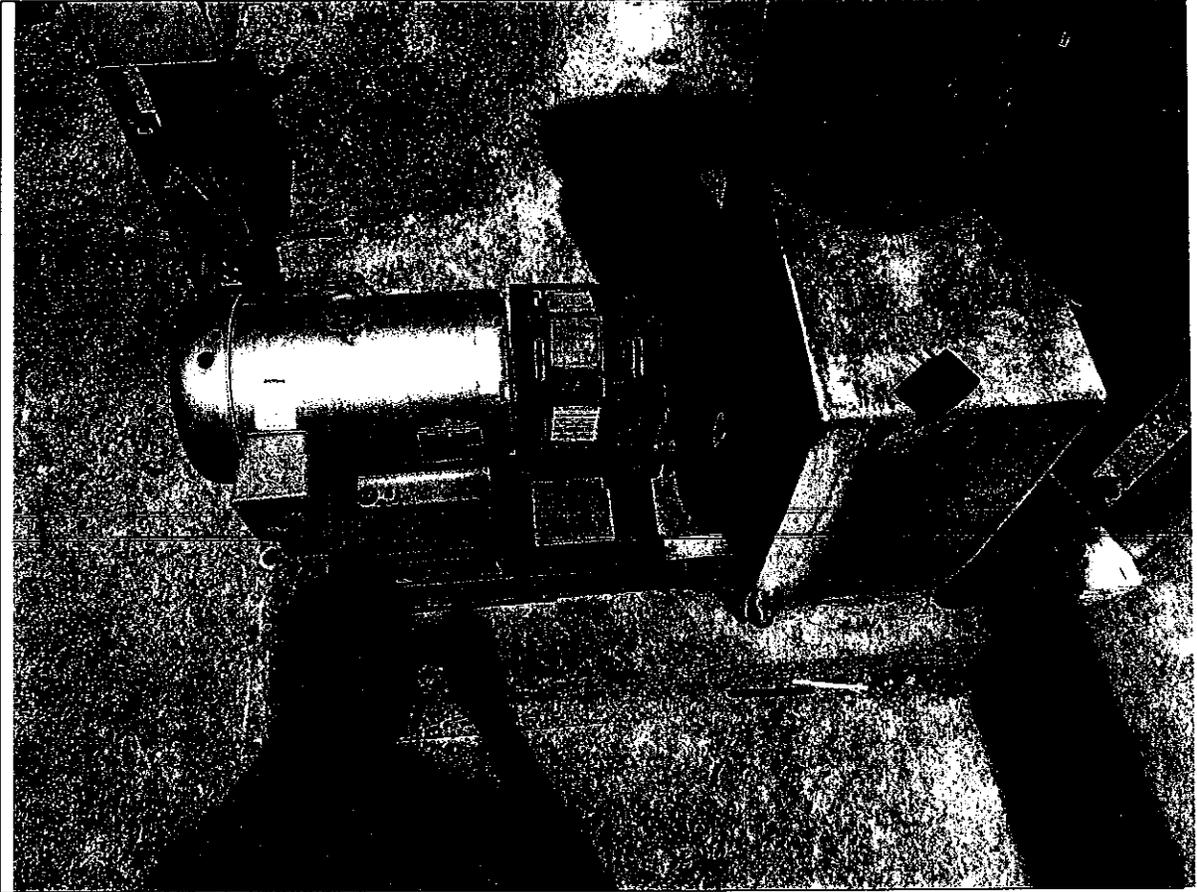
CAT. NO.	EM3615T					
SPEC.	36G271S268G1					
HP	5					
VOLTS	208-230/460					
AMPS	13.9-13.4/6.7					
R.P.M.	1750					
FRAME	184T	HZ	60	PH	3	
SER. F.	1.15	CODE	J	DES	B	CLASS F
NEMA NOM. EFF.	89.5	%	P.F.	78	%	
RATING	40C AMB-CONT					
CC	010A	USABLE AT 208V	13.9	A		
BEARINGS	DE 6206	ODE	G205			
ENCL.	TEFC	SN	F1409122105			

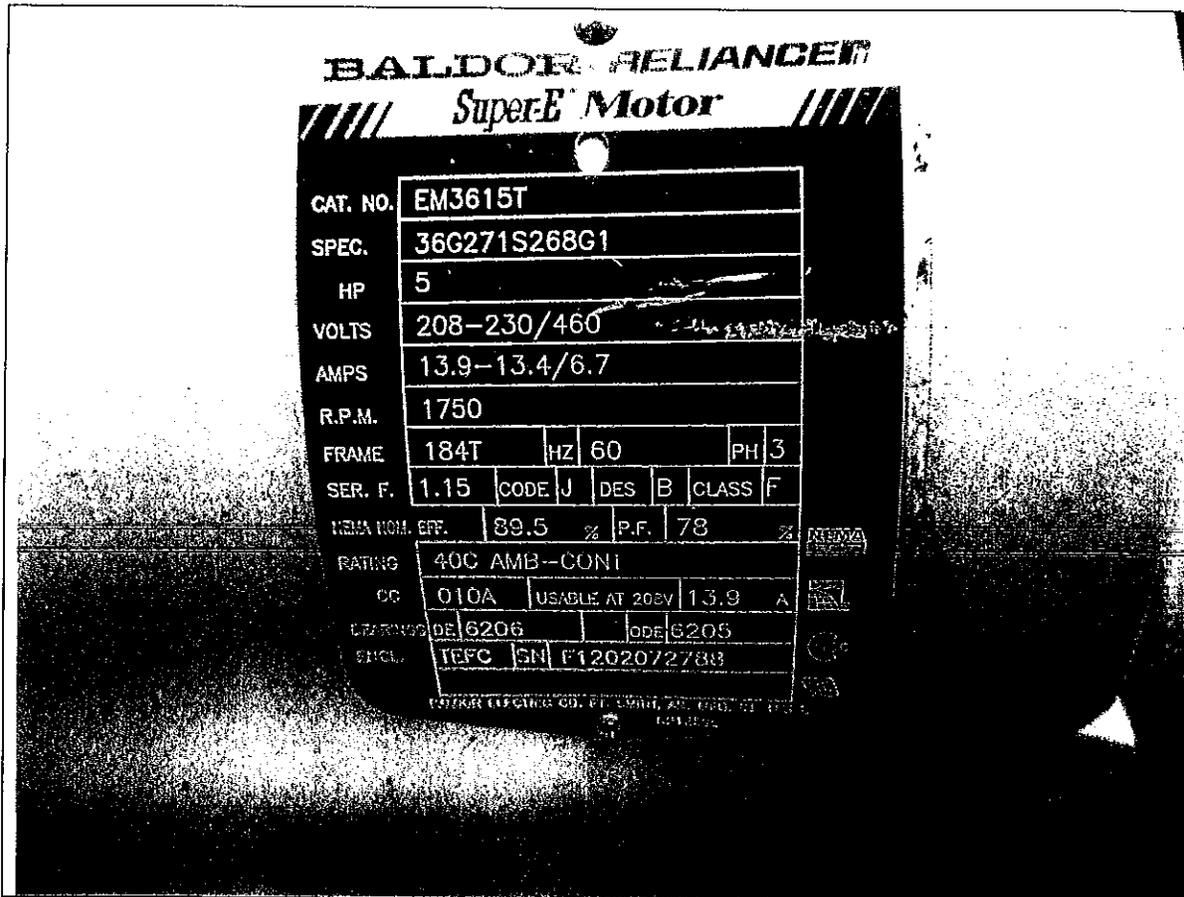
NEMA

TEFC

MADE IN U.S.A.







Bidders must acknowledge receipt of the Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return this addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
May 17, 2016

Signed By: Vivian Mendez  
Vivian Mendez  
Town Clerk

Digitally signed by Vivian Mendez  
DN: cn=Vivian Mendez, o=Town of Lake Park, ou=Town  
Clerk, email=v.mendez@lakeparkflorida.gov, c=US  
Date: 2016.05.16 15:46:54 -0400

Bidder: Cedars Electro-Mech.  
1712 S. Dixie Hwy.  
Lake Worth, FL 33460

Signed By: Debra L. Chalhouh  
Print Name: Debra L. Chalhouh  
Title: president  
Date: May 31, 2016

End of Text of Addendum #1

## REQUEST FOR QUOTE

**TITLE: Town of Lake Park Town Hall Building  
Condenser Coil Replacement on Chiller Unit with Chill Water Pump Repairs.**

**QUOTE DUE DATE: 11:00 a.m., May 31, 2016**

**CONTACT PERSON WITH TOWN: Richard Scherle, Public Works Operations Manager Tel. 561.881.3345**

**Please quote the following consistent with the Technical Specifications and information contained in the "List of Drawings" documents.**

### SCHEDULE OF BID ITEMS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
1	<u>Indemnification</u>	1	Job	\$100.00	\$ 100.00
2	<u>Mobilization, includes registration with the Town and permit (permit fee waived).</u>	1	Job	L.S.	3000.00
3	<u>Pedestrian safety</u>	1	Job	L.S.	500.00
4	<u>Removal with disposal of old coils</u>	2	Ea.	---	2000.00
5	<u>Provide, and Install two Carrier factory condenser coils per technical specifications, with extra protective coating on coils.</u>	2	Job	L.S.	16000.00
6	<u>Electrical Connection with proper sized and type of fuses. Must satisfy current NEC requirements.</u>	1	Job	L.S.	3000.00
7	<u>Install new Freon filter driers</u>	2	Job.	---	400.00
8	<u>New Freon charge of 50lbs. of R-22</u>	1	Job.	---	800.00
9	<u>Freon unit cost if additional required</u>	1	Per Lb.	---	50.00
10	<u>Removal of pump heads on two chill water pumps. Installation of new bearings and shaft seals.</u>	2	Job	L.S.	2400.00
11	<u>Reinstallation of pumps with alignment to motors.</u>	2	Job	L.S.	3000.00

**SCHEDULE OF BID ITEMS**  
**(continued)**

12	<u>Fabrication and installation of new insulated box for each pump</u>	2	Job	L.S.	<u>1600.00</u>
13	<u>All labor for a complete job</u>	1	Job	L.S.	<u>10885.00</u>

Bid Items 1 - 13

TOTAL  
ESTIMATED COST \$ 43,735

Submitted by: Debra Chalhoub Date: May 31, 2016

Name of Firm: Cedars Electro-Mechanical, Inc E-mail address: debrac@cedarsinc.com

Address: 1712 S. Dixie Hwy. Telephone No: 561-588-4088  
Lake Worth, FL 33460

**Submit Signed Contract Document to:**

Town of Lake Park Clerk's Office  
Attn: Vivian Mendez, Town Clerk  
353 Park Avenue  
Lake Park, Florida 33403

Phone No: 561.881.3311

Fax No: 561.881.3349

E-mail: [vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)

**CLARIFICATIONS/EXCEPTIONS**

Please list any clarifications of your bid in this section, as well as any exceptions you may have.  
Include Manufacturer's Shop Drawings here.

*None taken*

LIST OF SUBCONTRACTORS AND PRIME VENDORS

The following are the subcontractors and prime vendors anticipated to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK, Operations Manager.

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1) <u>LTB Electrical</u>	<u>3636 SW 21<sup>st</sup> Ct. Ft. Laud. FL</u> <u>33312</u>	<u>Ted Bailey</u> <u>954-689-8811</u>
2) <u>Carrier Corp.</u>	<u>5440 NW 33<sup>rd</sup> Ave #108</u> <u>Sunrise Ft. Lauderdale, FL 33309</u>	<u>Sonia Arrango</u> <u>954-315-5169</u>
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

## LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

### REFERENCE #1

Company/Agency Name: Town of Lake Worth  
Address: 7 North Dixie Hwy  
Lake Worth, FL 33460

Point of Contact: Brian Eisenberger  
Phone Number: 561-670-5496  
Fax Number: \_\_\_\_\_  
E-mail: b.eisenberger@lakeworth.org

---

### REFERENCE #2

Company/Agency Name: City of Boynton Beach  
Address: 100 E Boynton Beach Blvd.  
Boynton Beach, FL 33426

Point of Contact: Kevin Ramsey  
Phone Number: 561-628-8638  
Fax Number: 561-742-6316  
E-mail: \_\_\_\_\_

---

### REFERENCE #3

Company/Agency Name: Florida Dept. of Transportation  
Address: P.O. Box 613069  
Orlando, FL 32816

Point of Contact: Eric Feldmeier  
Phone Number: 954-934-1264  
Fax Number: 954-934-1352  
E-mail: eric.feldmeier@dot.state.fl.us

**INCLUDE PROOF OF PROPER LICENSING (APPLICABLE  
LICENSING TO PERFORM THE REQUIRED SERVICES)**

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

<b>LICENSE NUMBER</b>	
CMC053774	



The MECHANICAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

CHALHOUB, IBRAHIM H  
CEDARS ELECTRO-MECHANICAL INC  
1712 S. DIXIE HWY  
LAKE WORTH, FL 33460-5854



ISSUED: 07/02/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407020001306

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

<b>LICENSE NUMBER</b>	
CVC56755	



The SOLAR CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

CHALHOUB, IBRAHIM H  
CEDARS ELECTRO-MECHANICAL INC  
1712 S. DIXIE HWY  
LAKE WORTH, FL 33460



ISSUED: 07/02/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407020001369

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

<b>LICENSE NUMBER</b>	
CGC058543	



The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

CHALHOUB, IBRAHIM H  
CEDARS ELECTRO-MECHANICAL INC  
1712 S. DIXIE HWY  
LAKE WORTH, FL 33460-5854





**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
 1712 S DIXIE HWY  
 LAKE WORTH, FL 33460

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0087 SOLAR CONTRACTOR	CHALHOUB IBRAHIM	CVC66755	815.849621 - 07/27/15	\$27.50	B40143863

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2015/2016 LOCAL BUSINESS TAX RECEIPT**

B1 - 358

CEDARS ELECTRO MECHANICAL INC  
 CEDARS ELECTRO MECHANICAL INC  
 1712 S DIXIE HWY ST  
 LAKE WORTH, FL 33460-5887



**LBTR Number: 200914664  
 EXPIRES: SEPTEMBER 30, 2016**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
 1712 SOUTH DIXIE HWY  
 LAKE WORTH, FL 33460-0000

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0065 MECHANICAL CONTRACTOR	CHALHOUB IBRAHIM HANNA	CMC053774	815.849493 - 07/27/15	\$27.50	B40105408

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2015/2016 LOCAL BUSINESS TAX RECEIPT**

B2 - 358

CEDARS ELECTRO MECHANICAL INC  
 CEDARS ELECTRO MECHANICAL INC  
 1712 SOUTH DIXIE HWY  
 LAKE WORTH, FL 33460-5887



**LBTR Number: 200101955  
 EXPIRES: SEPTEMBER 30, 2016**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
 1712 SOUTH DIXIE HWY  
 LAKE WORTH, FL 33460-0000

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	CHALHOUB IBRAHIM HANNA	CGC058543	B15.849494 - 07/27/15	\$27.50	B40106407

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2015/2016 LOCAL BUSINESS TAX RECEIPT**

B3 - 358

CEDARS ELECTRO MECHANICAL INC  
 CEDARS ELECTRO MECHANICAL INC  
 1712 SOUTH DIXIE HWY  
 LAKE WORTH, FL 33460-5887



**LBTR Number: 200101956  
 EXPIRES: SEPTEMBER 30, 2016**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously



**City of Lake Worth**  
 Business License Division  
 1900 2nd Avenue North  
 Lake Worth, Florida 33461

# City of Lake Worth Business License 2015 - 2016

CEDARS ELECTRO-MECHANICAL, INC  
 1712 S DIXIE HWY  
 LAKE WORTH FL 33460

Dear Business Owner,

Your participation in the continued growth & vitality of the City of Lake Worth is appreciated. In accordance with Section 14-12, the document below must be posted in a conspicuous place on the premises of your business. If assistance is required, please contact the Department for Community Sustainability/Business License Division by telephone at (561) 586-1647 or visit the City of Lake Worth's website at [www.lakeworth.org](http://www.lakeworth.org).

Thank you.

↓ DETACH THE DOCUMENT BELOW AND POST CONSPICUOUSLY AT YOUR PLACE OF BUSINESS ↓

## City of Lake Worth Business License 2015 - 2016

**NON TRANSFERABLE**

BUSINESS NUMBER: 0005923  
 BUSINESS NAME: CEDARS ELECTRO-MECHANICAL, INC  
 BUSINESS ADDRESS: 1712 S DIXIE HWY LAKE WORTH FL 33460 5854

LICENSE NUMBER	CLASSIFICATION	DESCRIPTION
16-00005866	30.01H	HARV CONTRACTOR 1-6 EMP (BTR) MECHANICAL CONTRACTOR
16-00005867	30.03I	SPECIALTY CONTRACTOR 11-20 EMP (BTR)
16-00016083	30.01A	GENERAL CONTRACTOR (BTR) GENERAL CONTRACTOR
16-00035202	UC	USE & OCCUPANCY COMMERCIAL/INDUSTRIAL 5123 SQFT
16-00044803	30.01A	GENERAL CONTRACTOR (BTR) GENERAL CONTRACTOR

EXPIRES  
 SEPTEMBER 30th

2016

**City of Lake Worth Business License Division**



**INCLUDE PROOF OF EXISTING INSURANCE**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Workers Compensation Group	<b>CONTACT NAME:</b> Workers Compensation Group <b>PHONE (A/C, No, Ext):</b> 561-392-3300 <b>E-MAIL ADDRESS:</b> certs@workerscompgroup.com	<b>FAX (A/C, No):</b> 561-361-1132
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Cedars Electro-Mechanical, Inc 1712 South Dixie Highway Lake Worth, FL 33460-9028	<b>INSURER A:</b> Technology Ins Co	<b>NAIC #</b> 42376
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	TWC3533375	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

PALMB16

Palm Beach County  
 Contractors Certification  
 2300 North Jog Rd Ste 2W-61  
 West Palm Beach, FL 33411

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Shelley Insurance Group 420 S. State Rd 7 Ste 100 W. Palm Beach FL 33414		<b>CONTACT NAME:</b> Tom Willins <b>PHONE (A/C, No, Ext):</b> (561) 969-7100 <b>FAX (A/C, No):</b> (888) 239-1790 <b>E-MAIL ADDRESS:</b> Tom@shelleyinsurance.com															
<b>INSURED</b> Cedars Electro-Mechanical, Inc 1712 S Dixie Hwy Lake Worth FL 33460		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Allied Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Allied Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Allied Insurance																	
INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES** CERTIFICATE NUMBER: CL15101901492 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACP5945216621	11/15/2015	11/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTH \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			ACP5945216621	11/15/2015	11/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ACP5945216621	11/15/2015	11/15/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> (561) 233-5554 Palm Beach County Contractors Certification 2300 North Jog Rd, Ste 2W-61 West Palm Beach, FL 33411-2741	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Genna Lucena/TOMW
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

## CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of Cedars Electro-Mechanical, Inc., maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Debra L. Chalhouh 5-31-16  
Authorized Signature (Date)

Debra L. Chalhouh - president  
Name & title (typed)

**SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

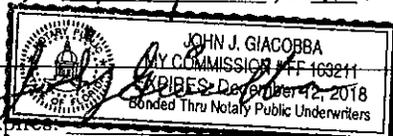
Before me, the undersigned authority, personally appeared Debra Chalkov who, being by me first duly sworn, made the following statements:

1. The business address of Cedars Electro-Mechanical, Inc  
(name of bidder or contractor)  
is 1712 S. Dixie Hwy. Lake Worth, FL 33460.
2. My relationship to Cedars Electro-Mechanical  
(name of bidder or contractor)  
is president  
(relationship such as sole proprietor, partner, president, vice president, etc.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

Debra Chalkov  
Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of Florida and  
county of Palm Beach  
on the 31<sup>st</sup> day of May, 2016.

Notary Public  
My commission expires:



(Affix seal)

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Debra Chalhoub  
\_\_\_\_\_, who, after being by me first duly sworn, deposes and says:

(1) I am president of Cedars Electro-Mech, the bidder that has submitted a proposal to perform work for the following project:

Contract # \_\_\_\_\_ Project name: Town of Lake Park Condenser Coil Replacement in Chiller Unit with Chill Water Pump

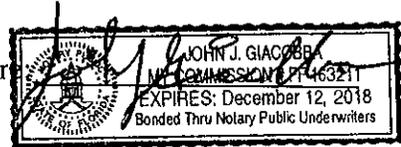
(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection Repairs with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Debra Chalhoub  
Signature

Subscribed and sworn to (or affirmed) before me this 31<sup>st</sup> day of May 20 16  
by Debra Chalhoub, who is personally known to me or who has produced N.A. as identification.

NOTARY SEAL:

Notary Signature:



Notary Name: \_\_\_\_\_  
Notary Public-State of Florida

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he,/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Condenser Coil Replacement on Chiller Unit with  
Chill Water Pump Repairs

Company Name and Address:

**Cedars Electro-Mechanical, Inc.**  
1712 S. Dixie Hwy.  
Lake Worth, FL 33460

Signature: Debra L. Chalhoob

Name & Title: Debra L. Chalhoob - president

**TOWN OF LAKE PARK  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed bids for:

**CONDENSER COIL REPLACEMENT  
ON CHILLER UNIT WITH CHILL WATER  
PUMP REPAIRS**

**TOWN HALL BUILDING  
TOWN OF LAKE PARK**

**Town Bid No. 102-2016**

The work shall generally consist of providing labor, equipment, and materials to replace two condenser coils on a Carrier chiller unit which supplies the Town Hall building. In addition, bearings are worn on two chill water pumps which need repair, along with installation of new shaft seals and insulated boxes.

Sealed bids will be received in duplicate by the Town Clerk until 11:00 a.m. on May 31, 2016, at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

**Project Documents**

Bid documents may be obtained after May 1, 2016, by calling the Town Clerk at (561) 881-3311, 8:30 a.m. - 5:00 p.m., Monday-Friday, upon payment of a \$10.00 non-refundable fee for each bid set. Electronic and hard-copy is available.

Bids shall be submitted on the form(s) provided.

**Pre-Bid Conference**

A Mandatory Pre-Bid Conference is scheduled for 11:00 a.m. on Tuesday, May 10, 2016, in the Town Hall Commission Chambers, located at 535 Park Avenue in Lake Park, Florida.

**Bid Documents**

Envelope containing bid must be sealed and be clearly marked, "Town Hall Condenser Coil Replacement Project, Bid No. 102-2016, due 11:00 a.m., May 31, 2016."

All bid prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the bid. No bidder may withdraw his bid within 90 calendar days after the bid opening date.

Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on May 31, 2016. Award of contract will be made at a future Town Commission meeting.

All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Town Commission of the Town of Lake Park reserves the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.

Vivian Mendez, Town Clerk  
Town of Lake Park, FLORIDA

PUB: The Palm Beach Post  
5-1/2016 #595636



**Minutes**  
Town of Lake Park, Florida  
Condenser Coil Replacement on Chiller Unit  
with Chill Water Pump Repairs  
Tuesday, May 31, 2016, 11:00 a.m.  
Commission Chamber, Town Hall, 535 Park Avenue

The Condenser Coil Replacement on Chiller Unit with Chill Water Pump Repairs. Opening was conducted on Tuesday, May 31, 2016 at 11:00 a.m. Present were Operation Manager Richard Scherle, Project Manager Richard Pittman, Administrative Assistant Shaquita Edwards, and Town Clerk Vivian Mendez.

Operations Manager Scherle called the meeting to order at 11:00 a.m. and announced that two (2) bids were submitted for the project.

Company	Address	Total Bid	Bid Bond Included
Altman Air Conditioning Co. Inc.	1125 Old Dixie Highway, Suite 10, Lake Park, FL 33403	\$22,386.00	N/A
Cedars Electro-Mechanical, Inc.	1712 S. Dixie Highway, Lake Worth, FL 33460	\$43,735.00	N/A

A review of the bid packages will be conducted to ensure all the required documentation are included. The Town Commission will be given a recommendation for approval at a future Commission meeting.

Operation Manager Scherle thanked everyone for being present.

**ADJOURNMENT:**

With no other business to be discussed the opening of Bid 102-2016 adjourned at 11:06 a.m.

**Vivian  
Mendez**

Digitally signed by Vivian Mendez  
DN: cn=Vivian Mendez, o=Town of Lake  
Park, ou=Town Clerk,  
email=vmendez@lakeparkflorida.gov,  
c=US  
Date: 2016.06.02 16:48:04 -0400'

---

Town Clerk Vivian Mendez

# TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 15, 2016

Agenda Item No. Tab 5

**Agenda Title: Authorizing the Mayor to Sign the Grant Agreement Amendment for State Aid to Libraries in order for the Division of Library and Information Services to be able to process an additional recalculated grant payment.**

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

Approved by Town Manager *[Signature]* Date: 5-31-16, 2016  
 Karen Mahnk, Library Director  
 Name/Title

<b>Originating Department:</b>  <p style="text-align: center;">LIBRARY</p>	Costs: \$ N/A Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> - Grant Agreement Amendment
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone __KM____ or Not applicable in this case ____  <b>Please initial one.</b>

**Summary Explanation/Background:** Each year, the State Division of Library Services provides some level of support for Libraries throughout the State to help them operate for the citizens of Florida. An application form is required to apply for these funds, as well as a Grant Agreement signed by the Commission as Governing Body. The Division of Library and Information Services has had to recalculate the FY2015-16 State Aid to Libraries Grant amounts as a result of receiving revised information. This recalculation only affects Operating Grant amounts. As a result of the recalculation, it is estimated that Lake Park is eligible to receive at least \$12.00 in additional grant funds. To receive these additional funds, a signed amendment to the current grant agreement is required. In order for us to be able to process the additional grant payment, the amendment needs to be signed and returned to the State Division of Library Services by June 29.

**Recommended Motion:** I move that the Commission sign the provided Grant Agreement Amendment.

**STATE AID TO LIBRARIES GRANT  
AMENDMENT NUMBER 1 TO THE GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
Town of Lake Park  
for and on behalf of  
Lake Park Public Library**

This Amendment is to the State Aid to Libraries Grant Agreement between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the DIVISION, and the Town of Lake Park for and on behalf of Lake Park Public Library, hereinafter referred to as the "Grantee."

The parties entered into a grant agreement dated 2/4/2016, for implementation of a State Aid to Libraries Grant. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed as follows:

1. All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.
2. Section 1.b) of the grant agreement is hereby revised as follows:
  - b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payment to be awarded.

Payment 1, Deliverable/Task 1:

- The first payment will be a fixed price in the amount of ~~100% of the grant award~~ \$7,103. The Grantee will have at least one library, branch library or member library open 40 hours or more each week.

Payment 2, Deliverable/Task 2:

- The second payment will be a fixed price in the amount of \$13. The Grantee will have at least one library, branch library or member library open 40 hours or more each week.

3. Section 5 of the grant agreement is hereby revised as follows:

**5. Grant Payments.** ~~All grant payments are requested by submitting a Grant Payment Request Form. The Grant Payment Request Form is available on the Division's website at [info.florida.gov/services-for-libraries/grants/cooperative/guidelines-applications-and-forms/](http://info.florida.gov/services-for-libraries/grants/cooperative/guidelines-applications-and-forms/).~~ The total grant award shall not exceed the amount specified on the "Fiscal Year 2015-16 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

- a) ~~The first payment will be a 100% fixed price in the amount of the grant award as specified in Attachment B \$7,103.~~ Payment will be made in accordance with the completion of the Deliverables.
- b) The second payment will be a fixed price in the amount of \$13. Payment will be made in accordance with the completion of the Deliverables.

4. Attachment B, shall be replaced with the revised Fiscal Year 2015-16 State Aid to Libraries Final Grants list.

5. This amendment shall be effective upon execution.

This amendment is executed and entered into \_\_\_\_\_.

THE GRANTEE

DEPARTMENT OF STATE

By: \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title of Authorized Official

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**Attachment B**

**Fiscal Year 2015-16 State Aid to Libraries  
Final Grants  
Revised 6/6/2016**

This table shows the final State Aid to Libraries grant that each eligible library will receive in 2015-16. For 2015-16, the available funding for State Aid grants is \$22,298,834, which is 17.02 percent of what would be required for full funding. At this level, Operating Grants pay 3.04 cents on the dollar of expenditure by a participating library during the second preceding year. Operating Grants total \$14,807,416; Equalization Grants total \$4,616,375; and Multicounty Grants total \$2,875,043.

<b>COUNTY/MUNICIPALITY</b>	<b>OPERATING GRANT</b>	<b>EQUALIZATION GRANT</b>	<b>TOTAL GRANT</b>
<b>ALACHUA COUNTY</b>	<b>\$478,610</b>		<b>\$478,610</b>
<b>BAKER COUNTY</b>	<b>\$4,386</b>	<b>\$49,174</b>	<b>\$53,560</b>
<b>BAY COUNTY</b>	<b>\$61,746</b>		<b>\$61,746</b>
<b>BRADFORD COUNTY</b>	<b>\$15,071</b>	<b>\$337,173</b>	<b>\$352,244</b>
<b>BREVARD COUNTY</b>	<b>\$460,400</b>		<b>\$460,400</b>
<b>BROWARD COUNTY</b>	<b>\$1,723,290</b>		<b>\$1,723,290</b>
<b>CALHOUN COUNTY</b>	<b>\$8,541</b>	<b>\$193,266</b>	<b>\$201,807</b>
<b>CHARLOTTE COUNTY</b>	<b>\$123,708</b>		<b>\$123,708</b>
<b>CITRUS COUNTY</b>	<b>\$77,027</b>		<b>\$77,027</b>
<b>CLAY COUNTY</b>	<b>\$60,934</b>		<b>\$60,934</b>
<b>COLLIER COUNTY</b>	<b>\$220,248</b>		<b>\$220,248</b>
<b>COLUMBIA COUNTY</b>	<b>\$16,054</b>	<b>\$173,626</b>	<b>\$189,680</b>
<b>DESOTO COUNTY</b>	<b>\$4,962</b>	<b>\$54,760</b>	<b>\$59,722</b>
<b>DIXIE COUNTY</b>	<b>\$4,620</b>	<b>\$52,120</b>	<b>\$56,740</b>
<b>DUVAL COUNTY</b>	<b>\$1,024,351</b>		<b>\$1,024,351</b>
<b>ESCAMBIA COUNTY</b>	<b>\$135,469</b>		<b>\$135,469</b>
<b>FLAGLER COUNTY</b>	<b>\$29,530</b>		<b>\$29,530</b>
<b>FRANKLIN COUNTY</b>	<b>\$6,592</b>	<b>\$72,549</b>	<b>\$79,141</b>
<b>GADSDEN COUNTY</b>	<b>\$16,656</b>	<b>\$369,086</b>	<b>\$385,742</b>
<b>GILCHRIST COUNTY</b>	<b>\$3,458</b>	<b>\$38,920</b>	<b>\$42,378</b>
<b>GLADES COUNTY</b>	<b>\$1,366</b>	<b>\$15,393</b>	<b>\$16,759</b>
<b>GULF COUNTY</b>	<b>\$4,363</b>	<b>\$48,175</b>	<b>\$52,538</b>
<b>HAMILTON COUNTY</b>	<b>\$12,056</b>	<b>\$270,304</b>	<b>\$282,360</b>
<b>HARDEE COUNTY</b>	<b>\$5,029</b>	<b>\$55,396</b>	<b>\$60,425</b>
<b>HENDRY COUNTY</b>	<b>\$14,991</b>	<b>\$163,861</b>	<b>\$178,852</b>
<b>HERNANDO COUNTY</b>	<b>\$39,990</b>	<b>\$377,874</b>	<b>\$417,864</b>
<b>HIGHLANDS COUNTY</b>	<b>\$17,998</b>	<b>\$183,098</b>	<b>\$201,096</b>
<b>HILLSBOROUGH COUNTY</b>	<b>\$1,147,564</b>		<b>\$1,147,564</b>
<b>HOLMES COUNTY</b>	<b>\$3,493</b>	<b>\$39,467</b>	<b>\$42,960</b>
<b>INDIAN RIVER COUNTY</b>	<b>\$98,318</b>		<b>\$98,318</b>
<b>JACKSON COUNTY</b>	<b>\$10,451</b>	<b>\$115,269</b>	<b>\$125,720</b>
<b>JEFFERSON COUNTY</b>	<b>\$6,700</b>	<b>\$151,160</b>	<b>\$157,860</b>
<b>LAFAYETTE COUNTY</b>	<b>\$4,024</b>	<b>\$91,339</b>	<b>\$95,363</b>

<b>COUNTY/MUNICIPALITY</b>	<b>OPERATING GRANT</b>	<b>EQUALIZATION GRANT</b>	<b>TOTAL GRANT</b>
<b>LAKE COUNTY</b>	<b>\$210,968</b>		<b>\$210,968</b>
<b>LEE COUNTY</b>	<b>\$702,507</b>		<b>\$702,507</b>
<b>LEON COUNTY</b>	<b>\$184,255</b>		<b>\$184,255</b>
<b>LEVY COUNTY</b>	<b>\$9,154</b>	<b>\$100,696</b>	<b>\$109,850</b>
<b>LIBERTY COUNTY</b>	<b>\$2,462</b>	<b>\$55,965</b>	<b>\$58,427</b>
<b>MADISON COUNTY</b>	<b>\$11,625</b>	<b>\$261,368</b>	<b>\$272,993</b>
<b>MANATEE COUNTY</b>	<b>\$195,018</b>		<b>\$195,018</b>
<b>MARION COUNTY</b>	<b>\$162,077</b>		<b>\$162,077</b>
<b>MARTIN COUNTY</b>	<b>\$103,869</b>		<b>\$103,869</b>
<b>MIAMI-DADE COUNTY</b>	<b>\$1,353,774</b>		<b>\$1,353,774</b>
<b>MONROE COUNTY</b>	<b>\$82,500</b>		<b>\$82,500</b>
<b>NASSAU COUNTY</b>	<b>\$35,590</b>		<b>\$35,590</b>
<b>OKALOOSA COUNTY</b>	<b>\$99,834</b>		<b>\$99,834</b>
<b>OKEECHOBEE COUNTY</b>	<b>\$10,386</b>	<b>\$114,231</b>	<b>\$124,617</b>
<b>ORANGE COUNTY</b>	<b>\$953,268</b>		<b>\$953,268</b>
<b>OSCEOLA COUNTY</b>	<b>\$196,683</b>		<b>\$196,683</b>
<b>PALM BEACH COUNTY</b>	<b>\$1,230,021</b>		<b>\$1,230,021</b>
<b>PASCO COUNTY</b>	<b>\$168,253</b>		<b>\$168,253</b>
<b>PINELLAS COUNTY</b>	<b>\$834,455</b>		<b>\$834,455</b>
<b>POLK COUNTY</b>	<b>\$311,069</b>		<b>\$311,069</b>
<b>PUTNAM COUNTY</b>	<b>\$20,126</b>	<b>\$211,835</b>	<b>\$231,961</b>
<b>SAINT JOHNS COUNTY</b>	<b>\$149,719</b>		<b>\$149,719</b>
<b>SAINT LUCIE COUNTY</b>	<b>\$103,152</b>		<b>\$103,152</b>
<b>SANTA ROSA COUNTY</b>	<b>\$51,862</b>		<b>\$51,862</b>
<b>SARASOTA COUNTY</b>	<b>\$305,567</b>		<b>\$305,567</b>
<b>SEMINOLE COUNTY</b>	<b>\$165,014</b>		<b>\$165,014</b>
<b>SUMTER COUNTY</b>	<b>\$64,120</b>	<b>\$229,441</b>	<b>\$293,561</b>
<b>SUWANNEE COUNTY</b>	<b>\$31,090</b>	<b>\$481,987</b>	<b>\$513,077</b>
<b>TAYLOR COUNTY</b>	<b>\$6,203</b>	<b>\$68,729</b>	<b>\$74,932</b>
<b>UNION COUNTY</b>	<b>\$4,148</b>	<b>\$94,363</b>	<b>\$98,511</b>
<b>VOLUSIA COUNTY</b>	<b>\$456,234</b>		<b>\$456,234</b>
<b>WAKULLA COUNTY</b>	<b>\$6,433</b>	<b>\$71,753</b>	<b>\$78,186</b>
<b>WALTON COUNTY</b>	<b>\$21,412</b>		<b>\$21,412</b>
<b>WASHINGTON COUNTY</b>	<b>\$6,612</b>	<b>\$73,997</b>	<b>\$80,609</b>

COUNTY/MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
ALTAMONTE SPRINGS	\$12,110		\$12,110
BOYNTON BEACH	\$72,488		\$72,488
DELRAY BEACH	\$68,644		\$68,644
FORT MYERS BEACH	\$34,250		\$34,250
HIALEAH	\$38,223		\$38,223
LAKE PARK	\$7,115		\$7,115
LAKE WORTH	\$14,187		\$14,187
LANTANA	\$5,215		\$5,215
MAITLAND	\$18,324		\$18,324
NEW PORT RICHEY	\$28,163		\$28,163
NORTH MIAMI	\$27,917		\$27,917
NORTH MIAMI BEACH	\$23,183		\$23,183
NORTH PALM BEACH	\$22,162		\$22,162
OAKLAND PARK	\$17,419		\$17,419
PALM SPRINGS	\$21,633		\$21,633
RIVIERA BEACH	\$21,419		\$21,419
SANIBEL	\$45,723		\$45,723
TEMPLE TERRACE	\$21,267		\$21,267
WEST PALM BEACH	\$122,736		\$122,736
WILTON MANORS	\$17,285		\$17,285
WINTER PARK	\$76,497		\$76,497
<b>Total</b>	<b>\$14,807,416</b>	<b>\$4,616,375</b>	<b>\$19,423,791</b>
<b>Multicounty Grants</b>			
<b>HEARTLAND LIBRARY COOPERATIVE</b>			<b>\$450,000</b>
<b>NEW RIVER PUBLIC LIBRARY COOPERATIVE</b>			<b>\$327,356</b>
<b>NORTHWEST REGIONAL LIBRARY SYSTEM</b>			<b>\$350,000</b>
<b>PAL PUBLIC LIBRARY COOPERATIVE</b>			<b>\$350,000</b>
<b>PANHANDLE PUBLIC LIBRARY COOPERATIVE SYSTEM</b>			<b>\$392,990</b>
<b>SUWANNEE RIVER REGIONAL LIBRARY SYSTEM</b>			<b>\$350,000</b>
<b>THREE RIVERS REGIONAL LIBRARY SYSTEM</b>			<b>\$339,953</b>
<b>WILDERNESS COAST PUBLIC LIBRARIES</b>			<b>\$314,744</b>
<b>Total</b>			<b>\$2,875,043</b>
<b>Grand Total</b>			<b>\$22,298,834</b>
<p>-In FY 2015-16, Plant City is receiving funding as a part of the Hillsborough County Library Cooperative.</p> <p>-Indian Rocks Beach is not eligible for funding in FY 2015-16.</p> <p><i>Operating Grant amounts were revised in 6/2016 to reflect newly submitted local expenditure information.</i></p>			

**RESOLUTION NO. 21-06-16**

**A RESOLUTION OF THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING SUBMISSION OF AN APPLICATION REQUESTING LIBRARY TECHNOLOGY GRANT(LSTA) FUNDING FOR LIBRARY RFID PROJECT AND PROVIDING REQUIRED ASSURANCES**

**WHEREAS**, effective July 1, 2003 the Florida Legislature amended Chapter 257 Florida Statutes to allow application for State Aid to Libraries Grant Funding by municipalities; and

**WHEREAS**, in order to meet the requirements for application for State Aid to Libraries Grant Funding, the Town of Lake Park is required to approve submission of the Technology Grant(LSTA) application and make the following certifications provided herein;

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

- Section 1. The Town of Lake Park, Florida is an eligible political subdivision.
- Section 2. The Town of Lake Park is the single library administrative unit.
- Section 3. The Commission of the Town of Lake Park is the designated governing body to provide library services.
- Section 4. The Library Director shall be the single administrative head employed by the Town of Lake Park with authority to manage and coordinate operations of the Town of Lake Park Public Library and shall have an approved job description.
- Section 5. The Library Director shall have an American Library Association accredited professional degree, and have at least two (2) years of full-time paid professional experience, after completing the library education program, in a public library that is open to the public for a minimum of forty (40) hours per week.
- Section 6. All funds will be centrally expended by the single administrative head as part of the Library's budget.
- Section 7. The Town of Lake Park Public Library will extend borrowing privileges without charge to residents of all library service areas in the county that receives State Aid to Libraries Grants.

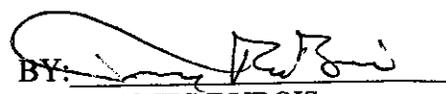
- Section 8. The Town of Lake Park Public Library will provide free library services.
- Section 9. The Town of Lake Park Public Library will participate with all libraries in the county that receives State Aid to Libraries Grants in joint planning for the coordination of library services to residents.
- Section 10. The Town of Lake Park Public Library will continue to be operated at a minimum of forty (40) hours per week.
- Section 11. The Commission of the Town of Lake Park, Florida hereby authorizes the Mayor and Town Clerk to execute the application for the Library Technology (LSTA) Grant funding.
- Section 12. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner Flaherty who moved its adoption. The motion was seconded by Commissioner Lynch and upon being put to a roll call vote, the vote was as follows:

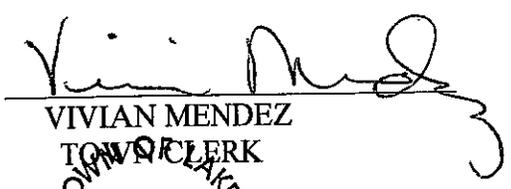
	AYE	NAY
MAYOR JAMES DUBOIS	<u>  /  </u>	<u>  —  </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>  /  </u>	<u>  —  </u>
COMMISSIONER ERIN FLAHERTY	<u>  /  </u>	<u>  —  </u>
COMMISSIONER ANNE LYNCH	<u>  /  </u>	<u>  —  </u>
COMMISSIONER MICHAEL O'ROURKE	<u>  /  </u>	<u>  —  </u>

The Town Commission thereupon declared the foregoing Resolution NO. 21-06-16 duly passed and adopted this 1 day of June, 2016.

TOWN OF LAKE PARK, FLORIDA

BY:   
JAMES DUBOIS  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK



Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY

**Florida Department of State, Division of Library and Information Services**

**LSTA APPLICATION**

**Fiscal Year 2016**

**Applicant: Lake Park Public Library**

**Project Name: The RFID Barcoding and Conversion project**

**LSTA Funds Requested: \$45,000.**

**Number of persons to be served by the project:**

**14,000**

**Applicant Information**

**Applicant Name**

**Lake Park Public Library, Town of Lake Park**

**Applicant Mailing**

**Address 529 Park Ave**

**Phone (561) 881-3330**

**Fax**

**Applicant Director Karen Mahnk**

**Applicant Director Phone 561 881-3330 Applicant Director Fax**

**Applicant Library Type Public**

**Applicant DUNS Number**

**Project Manager Karen Mahnk**

**Lake Park Public Library**

**LPCSU**

**Project Manager Phone 561 881-3330 Project Manager Fax**

**Project Manager E-mail: kmahnk@lakeparkflorida.gov**

**Public Library has implemented an Internet Safety Education Program?**

Yes     No     Not Applicable

**If the library is a Rural Economic Development Initiative eligible community in compliance with Section 288.06561, Florida Statutes and wishes to request a waiver of the matching requirements, click yes below.**

Yes     No

**Project Information**

**Priority**

of

**Targeted user group(s)**

- Pre-school children
- Children (Persons age 11 and under)
- Young adults and teens (Persons ages 12-18)
- Adults
- Institutionalized persons
- Non/limited English speaking persons

**Lake Park Public Library****LPCSU**

**People with special needs**

**Rural populations**

**Seniors**

**Urban populations**

**Statewide public**

**Library staff and volunteers**

**Project Service Area**

**Town of Lake Park Boundaries**

**Project Summary**

**The RFID Barcoding and Conversion project**

**Scope of Work**

**Gates will be installed at each entrance. RFID tags will be added to each book, audio, video item in collection. Current bar code system will be converted to RFID. A self check unit will be installed. Public will receive introduction to the new system.**

---

**Lake Park Public Library****LPCSU****Introduction**

**1. Where is the applicant located geographically? The Lake Park Public Library is located in the Town of Lake Park which is located in Palm Beach County and is bounded on the east by the Atlantic Inter-coastal waterway; west by the city of West Palm Beach; south by the city of Riviera Beach and north by the Village of North Palm Beach.**

**2. How many staff members does the applicant have?**

**Five**

**3. How many service outlets does the applicant have?**

**One**

**4. How many registered borrowers does the applicant have, if applicable?**

**13,592**

**5. What is the governance of the applicant?**

**The Library is a department of the Town and as so the Town Commission is the Library's governing body. The Town Manager is the Administrative Head to whom the Library reports to.**

**6. What is the total budget of the applicant?**

**\$257,158.**

**7. Provide any additional information about the applicant to set the context for the project. This response is optional.**

**[ ] Not Applicable**

## **Lake Park Public Library**

### **LPCSU**

**The Library has no security system to prevent books from leaving the library unchecked other than several cameras in general areas. The loss rate is above fourteen percent and the lack of an efficient inventory control makes it difficult for staff and patrons to locate books and other material in the catalog. The current system of checkout by way of scanning bar codes is outdated and not user-friendly for patrons. There is a significant error rate in checking books under the current system. Patrons welcome a new mode of learning about Library activities that would be interactive to allow them to view current and future activities well as register for desired activities and events while checking out books. In surveys, one of the most frequent requests were that the library enhance security to prevent book thefts and upgrade our circulation process.**

**By upgrading our security with the addition of RF tagging of cataloged items and installing associated detectors at each entrance, we lower our loss rate and make our Library more accessible to our patrons as well as preserve the value of our collection. The navigation to RF tagging will also open the opportunity for the library to expand to additional functions as this technology progresses.**

### **Need**

**Size of the target population. 14000**

**1. Who is the target population?**

**Library users including Library cardholders**

**2. What are the unmet needs of the target population?**

**Lake Park Public Library**

**LPCSU**

**An efficient method by which to control and reduce loss by theft as well as improve inventory management in order make the Library's collection more accessible to patrons.**

**3. Describe how the target population's needs are not being met by the library or other community services.**

**There is no security system by which to detect books or other items from leaving the library unchecked. The inventory management system is outdated and inefficient. E-blasts, flyers, published announcements and social media alone, do not sufficiently serve our patrons. It can be time-consuming for both staff and patrons to locate a particular book that is listed in the catalog but cannot be found on its assigned shelf because it may be incorrectly-shelved or removed from the library without being checkout to cardholder.**

**4. How does the project relate to the applicant's mission, or to the applicant's long range plan? The core of our Mission is to provide the Community access to all information to fulfill their informational needs. We can only do this if we can provide our collection on demand and without delay of searching for missing items.**

**5. Additional Factors for Consideration / Continuing Project Status Report.**

**[X] Not Applicable**

**Partners**

**[X] Not Applicable**

<b>Partner Name:</b>	
<b>Role:</b>	

**Lake Park Public Library**

**LPCSU**

**Activities**

**Activity N/A**

<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>
<b>Conversion</b>	<b>Install</b>						
<b>Process</b>	<b>Conve</b>						

**TimeLine**

**Project conversion is estimated to cover ten months.**

**Lake Park Public Library****LPCSU****Additional Project Information****Publicity/Communications**

**There will be informational progress releases by way of announcements, to patrons of the changes and when the transition is completed. Introductory sessions will be provide to the public for use of the self-check unit.**

**Sustainability:**

**Additional materials added to the system and future upgrades and/or repairs will be included in Library budget in subsequent years. The library building is limited in size and no additional self-checkout units or detection gates will be needed in the future.**

**Digital Images****[X] Not Applicable**

**Are digital images being created? [ ] Yes [X] No**

**Are metadata records being added to the statewide database in the Florida Electronic Library?**

**[ ] Yes [X] No**

**If not, provide explanation. Not at this time**

**Lake Park Public Library****LPCSU****Budget****Salaries and Benefits****Salaries and Benefits Narrative**

**Current employees will assist with the conversion process.**

**Salaries and Benefits Detail**

<b>Position Title</b>	<b>FTE</b>	<b>LSTA Request</b>	<b>Matching Funds</b>
<b>Director</b>	<b>1</b>	<b>\$0</b>	<b>\$5600.</b>
<b>Librarian 1</b>	<b>1</b>	<b>\$0</b>	<b>\$4800.</b>
<b>Library Assistant</b>	<b>1</b>	<b>\$0</b>	<b>\$2000.</b>
<b>Library Acct.Cl.</b>	<b>.8</b>	<b>\$0.</b>	<b>\$2600.</b>
<b>Total Salaries</b>			<b>\$15000.</b>

**Contractual Services: Gate contractor - installation**

**Contractual Services Narrative Vendor will be responsible for installation.**

**Contractual Services Detail**

<b>Specify</b>	<b>LSTA Request</b>	<b>Matching Funds</b>
<b>Gate installation</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Contractual Services</b>	<b>\$0</b>	<b>\$0</b>

**Lake Park Public Library****LPCSU****Library Materials****Library Materials Narrative****Library Materials Detail**

<b>Specify</b>	<b>LSTA Request</b>	<b>Matching Funds</b>
	\$0	\$0
<b>Total Library Materials</b>	\$0	\$0

**Bibliographic Records****[X] Not Applicable****Is the library purchasing materials for the library's collection?** Yes     No**If yes, are bibliographic records being loaded into the statewide database?** Yes     No**If no, provide an explanation of why the records are not being loaded.****Records have already been added,****Supplies****Supplies Narrative****Supplies Detail**

**Lake Park Public Library****LPCSU**

<b>Specify</b>	<b>LSTA Request</b>	<b>Matching Funds</b>
<b>RFID tags</b>	<b>\$8000.</b>	<b>\$0</b>
<b>Total Supplies</b>	<b>\$8000.</b>	<b>\$0</b>

**Travel****Travel Narrative**

NA

**Travel Detail**

<b>Specify</b>	<b>LSTA Request</b>	<b>Matching Funds</b>
<b>NA</b>	<b>0</b>	
<b>Total Travel</b>	<b>0</b>	<b>0</b>

**Equipment**

**Door gates will be installed on each of two entrances.**

**Equipment Detail**

<b>Specify</b>	<b>LSTA Request</b>	<b>Matching Funds</b>
<b>2RFID Security Door gateways</b>	<b>\$30000</b>	<b>\$0</b>
<b>1 self checkout unit</b>	<b>\$5000.</b>	<b>\$0.</b>
<b>Total Equipment</b>		

**Other**

**Lake Park Public Library****LPCSU****Other Narrative****Other Detail**

<b>Specify</b>	<b>LSTA Request</b>	<b>Matching Funds</b>
<b>Rental of RFID converter device</b>	<b>\$1000.</b>	<b>\$0</b>
<b>Total Other</b>		

**Budget****Salaries and Benefits (\$15000.)****Contractual Services \$1000.****Library Materials \$****Supplies \$8000.****Travel \$0.****Equipment \$34,000****Other \$1000.****Total Funding Request: \$45,000.****Attachments**

**Lake Park Public Library**

**LPCSU**

**[X] Not Applicable**

**Lake Park Public Library**

**LPCSU**

**Certifications**

**1. Debarment Form**

**2. FFATA Form**

**3. Internet Safety Certification Form**

**[ ] Not Applicable**

**4. Disclosure of Lobbying Activities Form**

**[ ] Not Applicable**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

James DuBois, Mayor Town of Lake Park  
Name and Title of Authorized Representative

  
Signature

June 1, 2016  
Date

## **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

# TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 15, 2016

Agenda Item No. Table

**Agenda Title:** Resolution Authorizing and Directing the Mayor to Execute the First Amendment to the Town Manager Employment Agreement between the Town of Lake Park and John O. D'Agostino

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

Approved by Town Manager *J. J. Agostino* Date: 6-1-16  
*Bonnie M. Kilborn - Turner*

Name/Title HUMAN RESOURCES DIRECTOR

<b>Originating Department:</b>  Human Resources	<b>Costs:</b> \$ \$117,000 per year plus benefits Funding Source: Acct. # <u>001-51-512-104-11000</u> <input checked="" type="checkbox"/> Finance <u><i>L. Caruso</i></u>	<b>Attachments:</b> Resolution; and, Copy of First Amendment to the Town Manager Employment Agreement in Redline Format
<b>Advertised:</b> 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.	<b>Yes I have notified everyone</b> <u>BMT</u> OR Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:**

On April 4, 2015, the Town of Lake Park entered into an employment agreement with John D'Agostino to serve as the Town Manager for the term of one year commencing May 1, 2015 with automatic renewal on its anniversary date for successive one year terms. At its May 18, 2016 meeting, the Town Commission gave its consensus to have the Town Attorney draft an addendum to this agreement which would include a five-year term, 120 day notice and an annual evaluation.

The purpose of agenda item is the approval by Resolution of the First Amendment to the Town Manager Employment Agreement which has been prepared pursuant to the direction of the Town Commission.

**Recommended Motion:** I move to adopt Resolution 23-06-14.

**RESOLUTION NO. 23-06-16**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE TOWN MANAGER EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND JOHN O. D'AGOSTINO; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town and John O. D'Agostino entered into the Town Manager Employment Agreement on April 4, 2015 for the term of one year commencing May 1, 2015 with automatic renewal on its anniversary date for successive one year terms; and

**WHEREAS**, the Town Commission of the Town of Lake Park has determined that it is in the best interest of the Town of Lake Park to amend the Town Manager Employment Agreement to include a five-year term, 120 day notice and an annual evaluation; and

**WHEREAS**, the Town Commission has reviewed the provisions of the First Amendment to the Town Manager Employment Agreement ("Amendment") and has determined that it is in the best interest of the Town to authorize and direct the Mayor to execute such Amendment.

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

**Section 1.** The whereas clauses are true and correct and are incorporated herein.

**Section 2.** The Town Commission hereby authorizes and directs the Mayor to execute the First Amendment to the Town Manager Employment Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

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

The foregoing Resolution was offered by \_\_\_\_\_,  
who moved its adoption. The motion was seconded by \_\_\_\_\_,  
and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	_____	_____
VICE-MAYOR KIMBERLY GLAS-CASTRO	_____	_____
COMMISSIONER ERIN FLAHERTY	_____	_____
COMMISSIONER ANNE LYNCH	_____	_____
COMMISSIONER MICHAEL O'ROURKE	_____	_____

The Town Commission thereupon declared the foregoing Resolution NO. \_\_\_\_\_  
duly passed and adopted this 15 day of June, 2016.

TOWN OF LAKE PARK, FLORIDA

BY: \_\_\_\_\_  
JAMES DUBOIS  
MAYOR

ATTEST:

\_\_\_\_\_  
VIVIAN MENDEZ  
TOWN CLERK

(TOWN SEAL)

Approved as to form and legal sufficiency:

BY: \_\_\_\_\_  
THOMAS J. BAIRD  
TOWN ATTORNEY

**FIRST AMENDMENT TO**  
**TOWN MANAGER EMPLOYMENT AGREEMENT**

This First Amendment Town Manager Employment Agreement (the Agreement), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, ~~2015~~2016, by and between the Town of Lake Park, a Florida municipal corporation, (hereinafter "Town") and John O. D'Agostino (hereinafter "Town Manager"),

**WHEREAS**, Article III, Section 1 of the Town Charter establishes a Commission Manager form of government for the Town; and

**WHEREAS**, pursuant to Article VI, Section 1 the Lake Park Town Commission (hereinafter the "Commission") is required to appoint a Town Manager who shall be the administrative head of the Town under the Commission's general supervision; and

**WHEREAS**, a majority of the Commission voted to appoint John O. D'Agostino as the Town Manager of the Town;

**WHEREAS**, the powers and duties of the Town Manager as the chief administrative officer of the Town government are as set forth in Section 2-82 the Code of Ordinances of the Town (hereinafter "Town Code") ; and

**WHEREAS**, the Commission and the Town Manager intend by this Employment Agreement to set forth the terms, conditions, and compensation and benefits pursuant to which the Town Manager is to be employed by the Commission.

**NOW THEREFORE, it is agreed and acknowledged as follows:**

**SECTION 1: Recitals**

The recitals stated above are true and correct and are incorporated herein.

**SECTION 2: Appointment**

Pursuant to Article V, Section 1, and Section 2-81 of the Town Code, the Commission, appoints John O. D'Agostino as Town Manager.

**SECTION 3: Term**

The term of this Agreement shall be ~~one (1)~~five years commencing ~~June~~May 1, 2015~~6~~. This Agreement shall automatically be renewed on its anniversary date for successive ~~five~~one [15] year terms unless either Party provides written notice of termination of this Agreement at least 120 days before the expiration date. All terms, conditions, compensation, and benefits shall remain in effect until the expiration of the term of the Agreement. The Town Manager shall be entitled to all compensation, including salary and the continuation of all benefits, for the remainder of the term of this Agreement.

#### **SECTION 4: Duties and Authority**

The Town Commission agrees to employ John O. D'Agostino as Town Manager to perform the functions and duties specified in ARTICLE VI, Section 4 of the Town Charter and Chapter 2, Article III Sections 2-82 and 2-83 of the Town Code.

#### **SECTION 5: Non-Interference**

Commission members shall address their questions and concerns regarding the financial condition, operations, personnel and other Town matters directly to the Town Manager. Individual members of the Town Commission shall not, acting alone and without authorization of the Town Commission, direct the Town Manager to enter into or terminate any contract, to grant or withhold funds to any person, or instruct any Town employees under the Town Manager's control to take or refrain from taking any action. Pursuant to Article VI, Section 4 of the Town Charter, the Town Manager has full control over administrative service and those powers and duties set forth in Chapter 2, Article III, Section 2-82 of the Town Code.

#### **SECTION 6: Compensation**

The Commission agrees to pay Town Manager an annual base salary of \$117,000, payable in installments at the same time that the other employees of the Town are paid. In the event of any salary adjustments agreed to between the Commission and the Town Manager, this Agreement shall be automatically amended.

The Town Manager may receive an annual salary adjustment as may be agreed to by a majority of the Town Commission. The amount of said increase shall be determined by the Commission.

#### **SECTION 7: Residency**

The Town Manager ~~shall establish residency within the Town of Lake Park as of May 1, 2015, and shall maintain residency in the Town of Lake Park during the term of his employment, unless a majority of the Commission shall determine otherwise, and this Agreement is amended accordingly.~~

#### **SECTION 8: Initial Performance Review and Subsequent Annual Reviews**

~~The Town Commission shall conduct an initial review of the performance of the Town Manager six (6) months from the effective date of this Agreement, and shall six (6) months thereafter conduct its first annual review to evaluate the performance of the Town Manager. Thereafter, t~~The Commission shall conduct an annual review and evaluation of the Town Manager's performance in accordance with criteria mutually developed and adopted by the Town Commission and the Town Manager which may, among other items, consist of goals and performance objectives which the Commission

deems necessary for the proper operation of the Town and the attainment of the Commission's policy objectives. The Commission and Town Manager may establish a relative priority among the mutually agreed goals and performance objectives. The adopted goals and objectives shall be reasonably attainable within the time limitations specified and within the annual operating and capital budgets as appropriated by the Commission in the applicable fiscal year. The initial goals and performance objectives shall be established within 120 days after commencement of the Town Manager's employment. The goals and objectives shall be re-established thereafter on an annual basis, within 60 days after the annual review and performance evaluation of the Town Manager.

#### **SECTION 9: Hours Per Week**

The Town Manager is an exempt employee of the Town as defined in the job description of the position of Town Manager and shall devote whatever time is necessary to properly perform the duties of this position, it being generally understood that substantially more time than 40 hours per week may be required.

#### **SECTION 10: Vacation Leave**

The Town Manager shall be entitled to four weeks vacation leave per year. Upon termination, the accrual of any vacation time shall be capped at four weeks.

#### **SECTION 11: Holidays**

The Town Manager shall be entitled to the same paid holidays granted to the Town's employees.

#### **SECTION 12: Health Benefits**

The Commission shall provide and pay the premiums for comprehensive medical, dental, and, vision for the Town Manager under the Town's Preferred Provider Option Plans. In addition, it shall provide both short term and long term disability coverage for the Town Manager under its current plans. Coverage shall commence in accordance with the terms of the providers' respective contracts, or any exceptions thereto granted by Provider.

#### **SECTION 13: Life Insurance**

The Commission shall provide for a life insurance policy for the Town Manager under the Town's group life insurance policy which provides for coverage in an amount equivalent two (2) times the Town Manager's base salary. Coverage shall commence in accordance with the terms of the provider's contract. The Town Manager shall have the right to name the beneficiary of the life insurance policy.

**SECTION 14: Retirement**

During the first year term of this Agreement, the Town shall contribute into a deferred compensation account or retirement plan chosen by the Town Manager in an amount equal to 10% of the Town Manager's annual base salary plus any salary adjustments. For any subsequent terms of the Town Manager's employment, the Town Commission shall determine the percentage contributed in an amount greater, if any, than this percentage. In such cases this Agreement shall be deemed to be automatically amended to reflect the new percentage of contribution. All such funds shall be owned by the Town Manager and fully transferable upon the termination of the Town Manager's employment to the extent allowed by law.

Within the first thirty (30) days of the Town Manager's employment, the Town shall make all necessary arrangements and approve all necessary documents to allow the Town Manager's direct deposit of earned income in both the ICMA-RC 457 Deferred Compensation Plan and the ICMA-RC 401(a) Defined Contribution Plan.

**SECTION 15: Dues and Subscriptions**

The Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association (ICMA), the Florida City and County Management Association (FCCMA), and the Palm Beach County City Management Association (PBCCMA). The Town shall pay other dues and subscriptions on behalf of the Town Manager provided these dues and/or subscriptions have been appropriated in the Town's budget.

**SECTION 16: Outside Activities**

With the prior approval of the Commission (which such approval shall not unreasonably be withheld), the Town Manager may engage in additional professional activities separate and apart from Town matters, provided said activities do not conflict or interfere with the performance of the Town Manager's duties and responsibilities to the Town.

~~**SECTION 17: Moving Allowance and Housing Expenses**~~

~~The Town shall pay the Town Manager on a reimbursement basis a moving allowance not to exceed \$5,000 for moving expenses incurred by the Town Manager. The Town Manager shall provide receipts for all expenses for which he seeks reimbursement.~~

**SECTION 178: Car Allowance, Equipment, General Business Expenses and Professional Development.**

The Town Manager shall receive a car allowance of \$500 per month.

The Town shall provide appropriate equipment necessary for the Town Manager to perform the Town Manager's official responsibilities which shall remain the property of the Town.

The Commission agrees to budget for and to pay for reasonable and customary travel and subsistence expenses of the Town Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of the Town Manager and to pursue necessary official functions for the Town, including but not limited to the ICMA annual conferences, the Florida League of Cities annual conferences, and meetings of such other national, regional, state, and local governmental groups and committees in which the Town Manager serves as a member.

The Commission also agrees to budget for and to pay for travel and subsistence expenses of the Town Manager for short courses, institutes, and seminars that are necessary for the Town Manager's professional development, continuing education, and for the good of the Town.

The Commission acknowledges the value of having the Town Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the Commission shall pay for the reasonable membership fees and/or dues to enable the Town Manager to become an active member in local civic clubs or organizations.

**Section 1918: Indemnify and hold harmless**

The Town shall self-insure or otherwise provide and pay for professional liability insurance to fully defend, indemnify and hold harmless the Town Manager against any and all claims, demands, suits, actions or proceedings of any kind or nature, arising out of the performance of the Town Manager's duties and responsibilities as Town Manager.

**SECTION 2019: Termination for Cause**

The employment of the Town Manager may be terminated by a majority vote of the membership of the Commission for cause. The term "for cause" shall be defined to mean:

- 1) Misfeasance, malfeasance and/or nonfeasance in performance of Town duties and responsibilities;
- 2) Conviction of a felony, whether or not adjudication is withheld during the term of this Agreement;
- 3) Willful neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office;
- 4) Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination;
- 5) The commission of any act which constitutes moral turpitude;

- 6) A knowing or intentional violation of the Palm Beach County, State of Florida, or the International City/County Management Association's Code of Ethics.

If the Town Manager is terminated for cause, the Parties hereto expressly agree that the Commission is under no legal obligation to pay the Town Manager any severance pay. However, in accordance with Section 10, the Commission shall pay the Town Manager any accrued and unpaid salary and benefits earned prior to the effective date of termination. Other than the payment required by Section 10, the Town shall have no further financial obligation to the Town Manager pursuant to this Agreement.

**SECTION 2120: Termination without Cause**

The Town Manager may be terminated "without cause" provided the Commission gives 120 days advance written notice of its intention to do so.

If the Town Manager is terminated without cause the Town Manager shall be paid a lump sum severance pay consistent with Florida Statutes. The Town shall also compensate the Town Manager the financial value of the health and life insurance coverage it pays for the Town Manager following the date of termination for 20 weeks. After the payments described above are made, the Town shall have no further financial obligations to the Town Manager, and the Town Manager shall execute a general release to that effect.

**SECTION 2221: Voluntary Resignation**

In the event that the Town Manager voluntarily resigns, the Town Manager shall provide to the Commission 120 calendar days advance written notice. The Town Manager shall not be entitled to severance pay; however, the Town Manager shall be entitled to receive accrued unused vacation per Section 10 of this Agreement..

**SECTION 2322: Return of Town Property**

Upon the Town Manager's termination of employment, whether voluntary resignation or with or without cause, the Town Manager shall, within three (3) business days, return all Town property to the Town, including but not limited to keys, cell phone, lap top computer, public records not maintained at Town Hall and any other documents or property of the Town.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date set forth below.

**ATTEST:**

**TOWN OF LAKE PARK**

By: \_\_\_\_\_  
Vivian Mendez, Town Clerk

By: \_\_\_\_\_  
James DuBois, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

\_\_\_\_\_  
Thomas J. Baird, Town Attorney

\_\_\_\_\_  
Date

**TOWN MANAGER**

\_\_\_\_\_

\_\_\_\_\_  
Date