

RESOLUTION 67-09-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE FIRST RENEWAL AMENDMENT TO THE AGREEMENT WITH CHRIS WAYNE & ASSOCIATES, INC. FOR THE PROVISION OF LANDSCAPE MAINTENANCE SERVICES AT THE LAKE PARK HARBOR MARINA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town of Lake Park (“Town”) entered into an agreement with Chris Wayne & Associates, Inc. on October 1, 2022, to provide landscape services at the Lake Park Harbor Marina pursuant to RFP No. 104-2022; and

WHEREAS, the agreement includes three optional one-year renewal terms; and

WHEREAS, the Town finds it in its best interest to exercise the first one-year renewal option under the same terms and conditions with an annual cost of \$43,810.00; and

WHEREAS, the Contractor has agreed to continue providing the services as specified under the original agreement for an additional year commencing October 1, 2025; and

WHEREAS, the Town desires to formally approve the First Renewal Amendment to the Agreement to ensure continuity of services, preserve contractual authority, and maintain compliance with procurement standards;

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

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

Section 2. The Town Commission hereby approves the First Renewal to the Agreement with Chris Wayne & Associates, Inc. for landscape services at the Lake Park Harbor Marina for the period October 1, 2025, through September 30, 2026, in the annual amount of \$43,810.00.

Section 3. The Mayor is authorized to execute the First Renewal to the Agreement, a copy of which is attached hereto as Exhibit “A.”

Section 4. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Hensley, who moved its adoption. The motion was seconded by Commissioner O'Rourke and upon being put to a roll call vote, the vote was as follows:

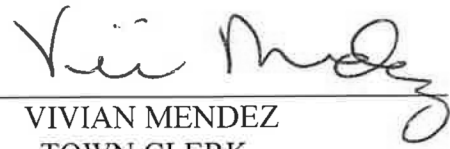
	AYE	NAY
MAYOR ROGER D. MICHAUD	<u>/</u>	<u> </u>
VICE MAYOR MICHAEL J. HENSLEY	<u>/</u>	<u> </u>
COMMISSIONER JOHN LINDEN	<u>/</u>	<u> </u>
COMMISSIONER MICHAEL O'ROURKE	<u>/</u>	<u> </u>
COMMISSIONER JUDITH E. THOMAS	<u>/</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution 67-09-25 duly passed and adopted this 17 day of September, 2025.

TOWN OF LAKE PARK, FLORIDA

BY: 
ROGER D. MICHAUD
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY
Brett Lushky

**FIRST RENEWAL AMENDMENT TO THE AGREEMENT
FOR LANDSCAPE MAINTENANCE SERVICES AT THE LAKE PARK HARBOR
MARINA**

This First Renewal Amendment to the Agreement ("Agreement") is made and entered into this 17 day of September, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Chris Wayne & Associates, Inc., 2054 Vista Parkway, Suite 400, West Palm Beach, Florida 33411 ("Contractor").

WITNESSETH THAT

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

WHEREAS, the Town is empowered to enter into contracts with private corporations for services; and

WHEREAS, on October 1, 2022, the Town entered into an Agreement with Contractor pursuant to RFP No. 104-2022 for the provision of landscape maintenance services at the Lake Park Harbor Marina ("Original Agreement"); and

WHEREAS, the Original Agreement included three (3) one-year renewal options at the Town's sole discretion; and

WHEREAS, the Town wishes to exercise the first of those renewal options under the same terms and conditions as stated in the Original Agreement, with no changes in annual compensation; and

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

Recitals – The above recitals are true and correct and are incorporated herein.

Term Extension – The Agreement is hereby renewed for a one-year term commencing October 1, 2025, and ending September 30, 2026.

Compensation – The Contractor shall continue to be compensated Forty-Three Thousand Eight Hundred Ten Dollars and 00/100 (\$43,810.00) annually, consistent with the terms of the Original Agreement.

Public Records Compliance – The Contractor shall comply with Florida's Public Records Law as outlined in Chapter 119, Florida Statutes.

Termination for Convenience – Notwithstanding any other provision in the Original Agreement, the Town reserves the right to terminate this Agreement, in whole or in part, without cause and for its own convenience. Such termination shall be effected by delivery of written notice to the Contractor not less than sixty (60) calendar days prior to the effective date of termination. Upon termination for convenience, the Contractor shall be entitled to compensation for services satisfactorily performed up to the effective date of termination, but shall not be entitled to any additional compensation, damages, or lost profits resulting from such termination.

No Further Modifications – All other terms and conditions of the Original Agreement not modified herein remain in full force and effect.

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

ATTEST:

TOWN OF LAKE PARK

By: Vivian Mendez
Vivian Mendez, Town Clerk

By: Roger Michaud
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Thomas J. Baird
Thomas J. Baird, Town Attorney
Brett T. Lushley

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 17 day of September 2025 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.



Vivian Mendez
Notary Public, State of Florida

WITNESSES:

CHRIS WAYNE & ASSOCIATES, INC.

By: _____

By: _____
Its: _____

Termination for Convenience – Notwithstanding any other provision in the Original Agreement, the Town reserves the right to terminate this Agreement, in whole or in part, without cause and for its own convenience. Such termination shall be effected by delivery of written notice to the Contractor not less than sixty (60) calendar days prior to the effective date of termination. Upon termination for convenience, the Contractor shall be entitled to compensation for services satisfactorily performed up to the effective date of termination, but shall not be entitled to any additional compensation, damages, or lost profits resulting from such termination.

No Further Modifications – All other terms and conditions of the Original Agreement not modified herein remain in full force and effect.

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

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2025 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

WITNESSES:

By: _____
Miguel Jimenez

CHRIS WAYNE & ASSOCIATES, INC.

By: _____

Its: President

Printed Name

Christopher Dellago, RLA, ISA

Printed

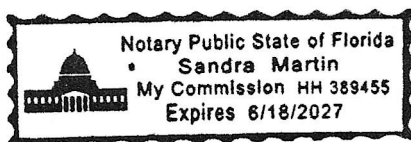
Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 11TH day of September 2025 by Christopher Dellago, RLA, ISA as President of Chris Wayne and Associates, Inc. and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Sandra Martin
Notary Public, State of Florida