



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 19, 2022, 6:30 P.M.
Commission Chamber, Town Hall
535 Park Avenue, Lake Park, FL 33403

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

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should 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 PRESENTATION/REPORT:**
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. January 5, 2022 Regular Commission Meeting Minutes Tab 1

2. Resolution 77-12-21 Approving the Third Amendment to the Freedom Boat Club Commercial Tenant Agreement with the Lake Park Harbor Marina. Tab 2

3. Resolution 02-01-21 Authorizing and Directing the Mayor to Execute a Contract with Safety Products, Inc., for the Provision of Safety Supplies and Equipment for Use by All Town Employees per the Terms, Pricing, and Conditions of City of Sunrise's Contract Number 2022000279 (Cooperative Purchase). Tab 3

F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:
None

G. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:
None

H. NEW BUSINESS:
4. Discussion Traffic Calming Measures Teak Drive Tab 4

I. 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.

J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

K. REQUEST FOR FUTURE AGENDA ITEMS:

L. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on February 2, 2022

Consent Agenda

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 19, 2022

Agenda Item No.

Agenda Title: January 5, 2022 Regular Commission Meeting Minutes.

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

Approved by Town Manager _____

Date: _____

1-10-22

Vivian Mendez, Town Clerk, MMC

Name/Title

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

Recommended Motion: I move to approve the January 5, 2022 Regular Commission Meeting Minutes.



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 5, 2022 6:30 PM
Town Hall Commission Chamber,
535 Park Avenue, Lake Park, Florida 33403

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, January 5, 2022 at 6:30 p.m. Present were Mayor O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden, Roger Michaud, Town Manager John D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Mayor O'Rourke led the pledge of allegiance.

SPECIAL PRESENTATION/REPORT:

1. Update by the Treasure Coast Regional Planning Council and WTL+a on the C-3 Market Analysis for the Northlake Promenade/Twin Cities Mall (C-3) Area Shared by the Town of Lake Park and the Village of North Palm Beach.

Town Manager D'Agostino explained the item and introduced Ms. Kim Delaney, Tom Lavash and Tom Moriarity from Treasurer Coast Regional Planning Council. Mr. Tom Lavash and Mr. Tom Moriarity presented to the Commission (see Exhibit "A"). Commissioner Flaherty asked if the Village of North Palm Beach had seen the study. Ms. Delaney explained that the presentation was made to the Village Council in December. The Village Council and staff were reviewing site plan concepts for a portion of the site. The Village Council requested that Treasurer Coast be available in analyzing site plans concepts as they come forward. She explained that understanding how much density was necessary to close the gap to make a financially feasible deal was valuable information when the Village Council was trying to understand appropriate densities and intensities for the site.

Vice-Mayor Glas-Castro explained that the report indicates that the higher land cost would necessitate additional density in building heights. She asked why it was the government's responsibility to make adjustments based on what the purchase price was, considering that, the purchaser knew what the entitlements were when they purchased the property. Mr. Lavash explained that it was to reduce the tax base burden on residential property owners. A developer could offset cost when the density or intensity are raised and to meet the municipalities needs. Vice-Mayor Glas-Castro disagreed with the conservative approach of the study, stating that the Town has more growth than was outlined. Ms. Delaney outlined all the development that was not included in the data because they are not built yet. She explained that those developments would be included in future data. She explained that scenario number three, which was included in the presentation, represented potential growth in the Town. Mr. Lavash explained potential future demand for residential units in northern Palm Beach County. Vice-Mayor Glas-Castro asked how they determined how many units were necessary for the Town versus

the Village of North Palm Beach when the development was in the same area. Mr. Lavash explained that the Town has a different demand than in the Village. He stated that the market dynamic were different, even on the same site.

Mayor O'Rourke expressed concerned the way the study evaluated the market conditions. He stated that the Town has changed significantly in the past 10-years. He asked how they determined the housing values. Mr. Moriarity explained that the data came from the U.S. Census, the American Community Survey and the 82% owner occupant units are valued at between \$1 and \$300,000. He stated that 14% are valued between \$300,000 and \$500,000, which is outline in the Real Estate Market Condition section of the report (see Exhibit "A"). Mayor O'Rourke stated that the Town's waterfront property assets are underutilized. He expressed frustrations with the housing market conditions represented in the report. There are many unknowns because development was underway. Ms. Delaney explained that there are developments in motion that would influence the market. She explained the caution they use when developing the market data. Mayor O'Rourke stated that the trend of people moving to Florida has increased. He thanked everyone for the presentation and look forward to working with them in the future.

CONSENT AGENDA

2. December 1, 2021 Regular Commission Meeting Minutes.

3. December 15, 2021 Regular Commission Meeting Minutes.

4. Resolution 01-01-22 Authorizing and Directing the Mayor to Execute a Contract with C.R. Dunn, Inc., for the Provision of Electrical Lighting Services and Other Related Services Per the Terms and Conditions of City of West Palm Beach Contractor Agreement Number 2002.014 – Cooperative Purchase.

Motion: Vice-Mayor Glas-Castro moved to approve the consent agenda; Commissioner Linden seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

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

PUBLIC HEARING – ORDINANCE ON SECOND READING: None

NEW BUSINESS: None

PUBLIC COMMENTS:

James Sullivan, 348 Flagler Blvd. provided information regarding wood chips (see Exhibit "B").

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D’Agostino provided his comments (see Exhibit “C”).

Motion: Commissioner Michaud moved to cancel the January Sunset Celebration; Commissioner Linden seconded the motion.

Vote on Motion:

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

Motion passed 4-1.

Commissioner Linden announced that Santa Clause made 17 visits and had a lot of fun. He announced that the Diversity and Inclusion Council are applying for a National award.

Commissioner Michaud thanked Mr. Sullivan for the information for wood chips. He announced that he would not be in attendance at the January 19th Commission meeting.

Commissioner Flaherty announced that he would not attend the January 19th Commission meeting due to another commitment.

Vice-Mayor Glas-Castro wished everyone a happy New Year.

Mayor O’Rourke wished everyone a happy New Year. He thanked the Commission and staff for all the work they do.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Glas-Castro and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 8:30 p.m.

Mayor Michael O’Rourke

Town Seal

Town Clerk, Vivian Mendez, MMC

Approved on this _____ of _____, 2022



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 5/10/2022

Cards must be submitted before the item is discussed!!

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

Name: JAMES SULLIVAN
Address: 348 FLAGLER BLVD

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

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

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

CHIP VOUCHER FOR ORGANIC GARDENING

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

Twin City Mall Redevelopment Feasibility Study

Phase 1 Market Study



WTL+a

Real Estate &
Economic Advisors
DC & MA

Retail &
Development
Strategies
Arlington, VA

Prepared for:
Treasure Coast
Regional Planning
Council

On behalf of:
Town of Lake
Park & Village of
North Palm
Beach



January 2022

Introduction



Tom Lavash, Managing Principal
WTL+a Real Estate & Economic Advisors



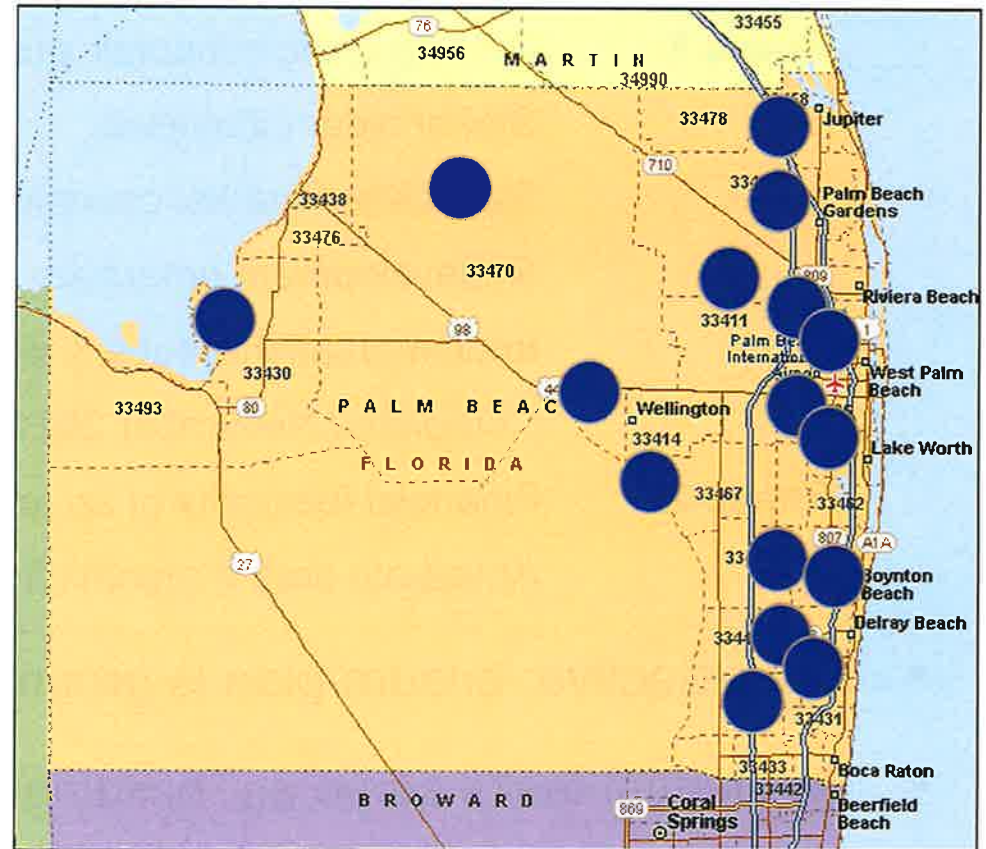
Tom Moriarity, Managing Principal
Retail & Development Strategies LLC



Introduction

Multiple Projects Across Palm Beach County Since 2005

- **CRA & TIF Studies**—Boynton Beach, Delray Beach, Jupiter, Lake Park, Lake Worth, Riviera Beach, West Palm Beach
- **TOD Master Plans**—Delray Beach, Jupiter, Palm Beach Gardens, West Palm Beach
- **Community & District Master Plans**: Glades Region, North Palm Beach, SR 7 Corridor, Transit Village, Waterways Plan
- **Redevelopment Feasibility**—Twin City Mall, Atlantic Crossing, Auburn Trace, Seacrest Village



Introduction

- Commenced feasibility study in March 2021
- Two phases:

Phase 1:	Demographic/economic profile Stakeholder interviews Real estate market conditions Redevelopment potentials Implementation issues & direction <i>Completed November 2021</i>
Phase 2:	Financial feasibility of <i>up to</i> 3 development scenarios (TBD by TC) <i>Anticipate draft 2 months from receipt of development scenarios</i>

- Key objective: ensure plan is grounded in economic/market realities
- Sequential tasks serve as “building blocks”:
 - Demographic & economic profile: “drivers” of real estate demand
 - Market conditions: real estate metrics & performance
 - Demand potentials: evaluates redevelopment opportunities

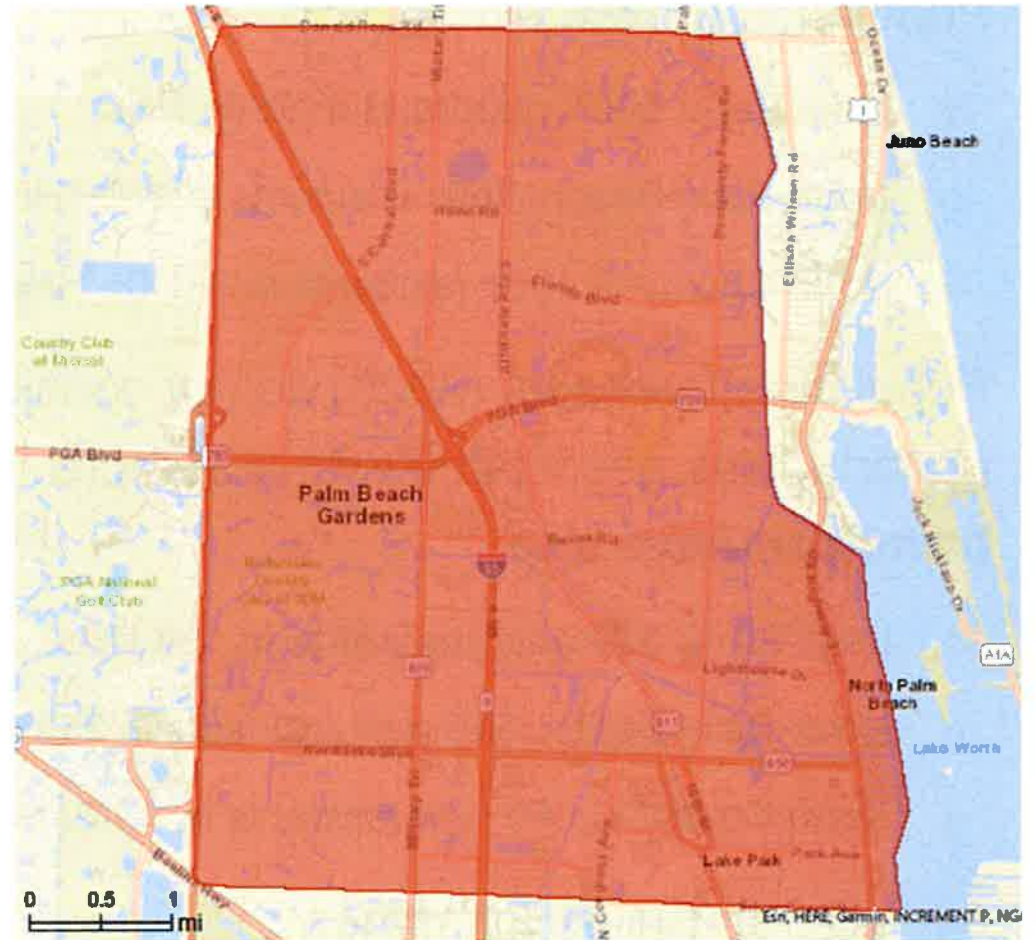
Demographics



Town of Lake Park



Village of North Palm Beach



North County Trade Area

Demographics

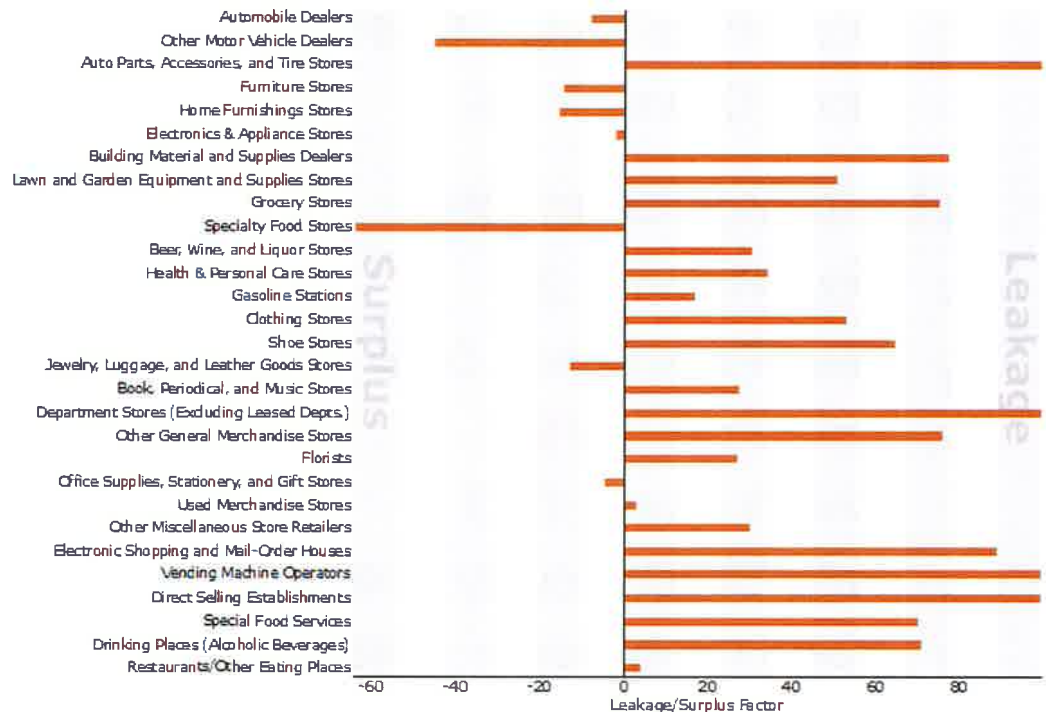
- Population growth since 2010:
 - Lake Park: 600+ residents in 250+ HHs
 - North Palm Beach: 950+ residents in 470+ HHs
 - North County: 8,100+ residents in 3,600+ HHs
- Population forecasts (2025) do not consider opportunities associated with a 38-acre ***transformative site***:
 - Lake Park: 339 new residents in **134 HHs**
 - North Palm Beach: 515 new residents in **250 HHs**
 - North County: 3,980 new residents in 1,720 HHs
- Average annual HH incomes:
 - Lake Park: \$62,400
 - North Palm Beach: \$107,800
 - North County: \$107,000



Demographics

- Annual household retail spending:
 - Lake Park: \$14,176
 - North Palm Beach: \$23,966
 - North County: \$23,785

- Annual retail sales *inflow* or *leakage*:
 - **Lake Park: \$169.4 million inflow**
 - North Palm Beach: **\$84.6 million leakage** across multiple merchandise categories
 - Leakage represents a **potential sales recapture opportunity**



Economic Profile

- *Net new jobs (2007—2018):*
 - Lake Park: 552
 - North Palm Beach: 182
 - North County: 3,760
- **Share** of countywide jobs:
 - Lake Park: **0.75%**
 - North Palm Beach: **0.79%**
 - North County: 7.4%
- Jobs-to-population ratio:
 - Boca Raton: 1.24
 - West Palm Beach: 0.86
 - **Lake Park: 0.75**
 - Riviera Beach: 0.63
 - Palm Beach County: 0.49
 - **North Palm Beach: 0.48**



Employment Densities

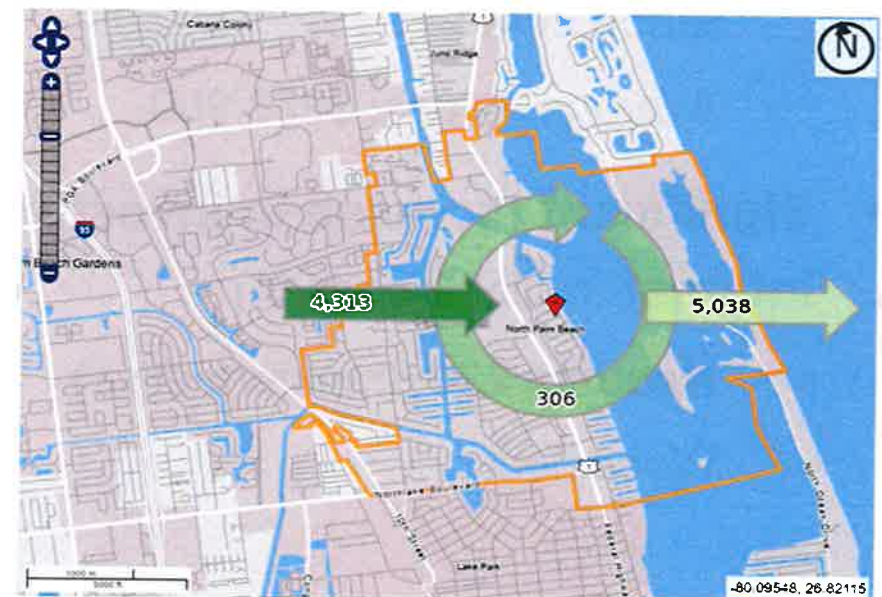


Economic Profile

- Both municipalities account for 9% to 12% of North County jobs—share remains consistent
- DEO employment forecast for Palm Beach County: **87,755 new jobs** countywide (2020—2028)
- If municipalities maintain their *fair share* of County employment:
 - LP @ 0.75% = **659 new jobs**
 - NPB @ 0.79% = **697 new jobs**



Labor Force In/Outflow



Market Conditions: Housing

Lake Park

- Housing market is generally stable:
 - Stable owner-occupancy (40%)
 - Increasing renter-occupancy (46%)
 - **Limited new construction**
 - **True vacancy has increased since 2010: 11.7%**
 - Average values: \$233,900

- **Significant increase in investor interest in US 1 corridor:**
 - **Nautilus 220** (transformative)
 - Woolbright



Market Conditions: Housing

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North Palm Beach

- Housing market is strong:
 - Increasing owner-occupancy (60%)
 - Stable renter-occupancy (21%)
 - Housing starts average **17 units/year**
 - Average values: \$505,700
 - True vacancy rate: 5.7% on par with industry standards
- Recent/new investment in US 1 corridor:
 - **Water Club** (new price ceiling)
 - Solara City Centre
 - Emara Palm Beach



Market Conditions: Office

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Lake Park

- Very limited supply: 57,600 SF in 13 buildings (0.10% of County) & no new construction
- **Negligible net absorption:**
 - Past 14 years: 867 SF/year
 - Past 5 years: **741 SF/year**
- Fluctuating vacancy rates—6% (2011), 20% (2019)
- **Vacancies declined (2020): 4.6%** with **8,860 SF** of *positive* net absorption



Market Conditions: Office

North Palm Beach

- Supply: 1,081,300 SF in 68 buildings (1.9% of County) & only 11,300 SF of new construction since 2007
- **Negative net absorption:**
 - Past 14 years: **(5,500 SF)/year**
 - Past 5 years: **(3,800 SF)/year**
- Fluctuating vacancy rates—22% (2010), 7% (2017), 11% (2020)
- Vacancies remained at 11% (2021); net absorption flat



Market Conditions: Retail

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RDS Inventory

- Classified retail in 7 major industry categories:
 - Specialty Retail
 - Food & Beverage/Grocery
 - Consumer Services
 - FIRE (Finance, Insurance, Real Estate)
 - Professional Offices
 - Automotive
 - Vacant Space
- Retail vacancy rates:
 - Lake Park: **16.1%**
 - North Palm Beach: **15.0%**
 - Gardens Mall Area: **25.2%**



Market Conditions: Retail

RDS Inventory

- Surrounding 3-mile area is already a **regional** shopping destination with an estimated **6.7 million SF** of retail space
- Municipal retail inventory includes:
 - **Lake Park: 1.96 million SF**
 - North Palm Beach: 1.81 million SF
- Major retail cluster on PGA corridor contains 2.9 million SF:
 - The Gardens Mall: 1.4 million SF
 - Downtown at the Gardens: 450,000 SF
 - Legacy Place: 416,000 SF



Market Conditions: Hotel

- **No hotels in Lake Park & only 1 in North Palm Beach**
- Pre-COVID performance is strong:
 - 16 competitive properties & 2,162 rooms (12% of County)
 - **Occupancies exceeded 70% in 6 of past 7 years**
 - Occupancies peaked at 78% (2017)
 - Average daily rates increased at *sustained* pace of 4.91% per year
 - Planned: 174-room hotel in Downtown at the Gardens expansion



Market Potentials



Market Potentials: Housing

Twin City Mall Site: **Lake Park**

Scenario	Forecasts			Average Household Size	2030 Housing Units
	2021	2030	Population Change		
Scenario #3 (Required Growth to Support Proposed Projects) (4)					
Average Annual Growth Rate	1.52%				
Current & Future Population	8,762	10,193	1,431	1.75	818
Allocation to Known Residential Projects:				(5)	
Under Construction					-
Approved - Nautilus 220					332
Proposed - Woolbright					250
Subtotal - Allocated Units:					582
Unallocated Units-Scenario #3:					236

**On-site: 250 New Housing Units
& Potential for 230+/- “Unallocated” Units Elsewhere**

Market Potentials: Housing



Twin City Mall Site: North Palm Beach

Scenario	Forecasts			Average Household Size	2030 Housing Units
	2021	2030	Population Change		
Scenario #3 (Required Growth to Support Proposed Projects) (4)					
Average Annual Growth Rate	1.30%				
Current & Future Population	12,975	14,764	1,789	1.75	1,022
Allocation to Known Residential Projects:				(5)	
Under Construction					-
Approved					-
Proposed-200 Yacht Club/Mast Capital					215
Subtotal - Allocated Units:					215
Unallocated Units-Scenario #3:					807

On-site: 600 to 800 (or More?) New Housing Units

Market Potentials: Office



Twin City Mall Site: **Lake Park**

Industry Sector	New Jobs 2020-2028	% Office- Using	SF Occupancy Factor	2028 Demand (In SF)
Professional/General Office				
Total Employment:				6,604
<i>As % of Palm Beach County (5-Year Average)</i>			(1)	0.75%
Fair Share Analysis				
2020-2028 Employment Growth (If Fair Share Maintained)				659
% Office-using Jobs			(2)	5.5%
SF Occupancy Factor				150
2028 Gross Demand (All Office):				
Existing Vacant Office Space (10-Year Average)		7,660	(3)	5,500
- Lease-up Required @	25%	<u>(1,915)</u>		(1,915)
Remaining Vacant Space:		5,745		
<i>% Vacant</i>		10.0%		
2028 NET DEMAND (Rounded, In SF):				3,600

On-site: 3,000 to 5,000 SF of Office

Market Potentials: Office

Twin City Mall Site: North Palm Beach

Industry Sector	New Jobs 2020-2028	% Office- Using	SF Occupancy Factor	2028 Demand (In SF)
Professional/General Office				
Total Employment:				6,185
<i>As % of Palm Beach County (5-Year Average)</i>			(1) 	0.79%
Fair Share Analysis				
2020-2028 Employment Growth (If Fair Share Maintained)				697
% Office-using Jobs			(2) 	44.3%
SF Occupancy Factor				150
2028 Gross Demand (All Office):				
Existing Vacant Office Space (10-Year Average)		140,099	(3)	46,300
- Lease-up Required @	35%	(49,035)		(49,035)
Remaining Vacant Space:		91,064		
<i>% Vacant</i>		<i>8.4%</i>		
2028 NET DEMAND (Rounded, In SF):				(2,700)

On-site: Negligible Demand Unless Anchor Tenant Can be Secured

Market Potentials: Retail

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- Area supply, retail industry transitions & Pandemic impacts suggest the site's retail program should be carefully planned & selected to serve on-site/nearby markets
- Creating a walkable, "place-based" character will differentiate the product & sustain consumer traffic
- The analysis suggests market support will be generated by:
 - Future on-site residents & employees (46%)
 - Existing residents (23%)
 - Nearby office workers (7%)
 - Re-captured "sales leakage" (25%)
- **If overall redevelopment plan is *not* 'transformative' in densities & heights, total supportable retail would be considerably less**

On-site: 22,000 – 24,000 SF of Retail, F&B & Services

Implementation Issues

- **Multiple Property Owners/Separate Jurisdictions**
 - Property owners have different priorities, timetables & investment requirements; more complex to weave into a coherent plan
 - Separate jurisdictions require coordination of planning, use of potential incentives & approved development programs

- **Design/Development Consistency & Central Controlling Plan**
 - Both jurisdictions modified complementary development codes, but **there is no governing plan for the overall site**

- **Achieving Public Goals & Objectives**
 - How can public goals/objectives be satisfied (e.g., public gathering space, coordinated parking, connectivity, accessibility, etc.)

Implementation Issues

- **Administrative Reviews & Approvals**
 - How can reviews & approvals process be coordinated?

- **Changing Market Forces & Characteristics**
 - Lake Park/North Palm Beach/US 1 Corridor is attracting developers who want greater heights & densities
 - How can these market forces, preferences be balanced?

Next Steps

Phase 2

- Select development scenarios
- Upon authorization, initiate financial feasibility analysis to measure:
 - Investment viability of each use
 - Order-of-magnitude cost estimates for public realm, infrastructure improvements
 - Residual value & magnitude of financing gap, if any
- Prepare summary of findings
- Schedule staff workshop & final presentation



Contact Information

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Kim DeLaney, Ph.D.

Director of Strategic Development & Policy
Treasure Coast Regional Planning Council
kdelaney@tcrpc.org



W. Thomas (Tom) Lavash

Managing Principal
WTL+a Real Estate & Economic Advisors
wthomas.lavash@wtl-a.com



Tom Moriarity

Managing Principal
Retail & Development Strategies, LLC
tmoriarity@retaildevelopmentstrategies.com

The logo for Retail & Development Strategies (RDS) features the letters "RDS" in a bold, white font on a dark teal rectangular background.

RDS

Retail & Development Strategies

Looking for free wood chips near you? We've got you covered.

ChipDrop finds local tree companies working in your area and notifies them that you would like some wood chips or logs (or both). The next time their truck is full they can pull up your information through our service and deliver the wood chips straight to your driveway, even if you're at work.

GO TO <https://getchipdrop.com>

video at <https://getchipdrop.com/expectations/>

information: The best way to get fresh, natural arborist wood chips is by flagging down your local arborist when they happen to be working on your block. The second best way is to use ChipDrop.

ChipDrop lets you place a single request for arborist wood chips. We send it out to all the participating tree companies in your area, giving you a better chance of receiving one sooner. Once you get a delivery, we'll take you off the list automatically so you don't get multiple loads. If you do want another load, it's as easy as logging into your account and placing another request.

We also have a basic quality control process so you at least have some idea of the quality of material you're going to receive.



TOWN MANAGER COMMENTS TOWN COMMISSION MEETING

Wednesday, January 5, 2022

REQUEST FOR TOWN COMMISSION CONSENSUS

Special Call Commission Meeting or Workshop: Checking Town Commission availability to conduct a Special Call Commission meeting or workshop with Strategic Development Initiatives (SDI) on Marina P3 Negotiations proposed for either January 12, 2022 or January 26, 2022 (not Commission meeting nights) or a date in February.

Sunset Celebration: Staff has been following very closely the news regarding the highly contagious Omicron variant of the COVID-19 virus which is now dominant. The Delta variant is still in circulation in certain areas as well. The Town has been planning to bring back the Sunset Celebration commencing with the end of this month. In view of the prevalence of this virus strain, staff reached out to Gehring Group to determine if there are any risk management concerns that need to be considered in holding the Sunset Celebration at the end of this month. Gehring Group responded that many entities had returned to engaging in their normal activities, prior to the Omicron variant spike, only to raise restrictions once more, or cancel them. Across the state, this has varied, dependent upon the general density of population. In view of these developments, Gehring Group has made the following recommendations:

The hosting of our Sunset Celebration at this time will require more direct involvement with attendees, because it will be an event hosted by the Town, with no one to insulate it against legal action. If the Town resumes its hosted events, it would be recommended that attendees register in advance of the event, and complete a COVID-19 acknowledgement and waiver. Further, it would be recommended that a single entrance and a separate, single exit be set-up. At the entry, a table can be set up where guests can sign a waiver prior to entry, if they haven't already pre-registered. Gehring Group further suggested posting hand sanitizer stations throughout the location and highly encouraging masks, even during outdoor events, while requiring them for indoor events.

Gehring Group has recommended that if it is the Town's decision to resume hosting or allowing social gathering events at its locations, such as the Sunset Celebration, that the options above be implemented along with participation waivers reviewed by Lake Park's legal counsel.

In view of the information that Gehring Group has provided, staff is seeking consensus from the Commission to postpone the return of the Sunset Celebration to the end of February.

TOWN GRANTMAKING PROGRAM APPLICATION WINDOW IS NOW OPEN

The application is now available on our website for the Town's annual small and large grant program. **Applications are due by 5:00PM on Friday, February 4.** A *pre-application conference for large grant applicants is scheduled for January 19 at 2:00 PM in the Commission chamber.* The pre-application conference is not mandatory, but attendance is strongly advised and attendees will automatically receive additional points on their grant review. Information regarding the availability of the application, as well as a direct link to the form, has been posted on the Town's social media platforms and will be included in the Town's newsletter, which will be disseminated tomorrow. To access the application, please visit www.lakeparkflorida.gov/government.

PUBLIC WORKS DEPARTMENT

Prohibited Discharges: In the last several weeks, Public Works Department's Stormwater Division has responded to several incidents involving prohibited discharges into the Town's stormwater system. We would like to remind the public that Town Code Section 54-181, *Prohibited Discharge*, states that (a) *Under no condition shall the discharge of any domestic, sanitary, industrial, commercial waste or polluted water of any kind be permitted to be discharged into the stormwater drainage system, natural outlet or area under the jurisdiction of the town.* Additionally, (b) *No person shall discharge or cause to be discharged any stormwater, surface water, ground water, roof runoff, subsurface drainage, contaminated or uncontaminated cooling water or industrial process waters into any sanitary sewer within the town.* The most common types of illicit discharges include water from swimming pools, oils and other lubricants, and yard waste. For any questions, please contact the Department of Public Works at (561) 881-3345 or via email at publicworks@lakeparkflorida.gov.

Public Workshop: The Department of Public Works will host a Public Workshop on Monday, January 24, 2022, from 6:30 P.M to 8:00 P.M. in the Town Hall Commission Chambers, for the purpose of presenting and discussing design alternatives for the various safety, landscape, and streetscape improvements being considered for Park Avenue (west of 6th Street) and 10th Street (north of Park Avenue to Northern Drive). Members of the public are invited to participate in the workshop and provide comments and suggestions. Invitation letters for stakeholders will be mailed out on/about January 6, 2022. If you are unable to attend the workshop, you may still provide input via telephone by calling (561) 881-3345 or by emailing publicworks@lakeparkflorida.gov.

CITY OF RIVIERA BEACH MARTIN LUTHER KING, JR. PARADE

The Town of Lake Park is proud to once again have the Mayor and members of the Commission riding in the City of Riviera Beach Martin Luther King, Jr. parade on Saturday, January 15, 2022. Any members of the Commission who have not yet expressed their interest in participating are encouraged to do so at this time. The lineup begins at 8:00 AM on the day of the event. For anyone wishing to watch the parade, it will begin at 10:00 AM starting at Congress Avenue and Blue Heron Boulevard and continue along Blue Heron to Avenue L.

TOWN OFFICES TO BE CLOSED IN OBSERVANCE OF MARTIN LUTHER KING, JR. HOLIDAY

All Town offices will be closed on Monday, January 17, in observance of Martin Luther King, Jr. Day. Notifications will be posted in advance on social media as well as on the doors of Town buildings.

RESIDENTIAL SANITATION SCHEDULE CHANGE

There will be no residential sanitation collection on Monday, January 17, in observance of Martin Luther King, Jr. Day. Garbage cart and vegetation collection normally scheduled for that day will take place on Tuesday, January 18. The schedule the rest of the week remains unchanged. Sanitation schedule updates will be posted as a reminder for Town residents, as always.

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 19, 2022

Agenda Item No.

Agenda Title: Resolution 77-12-21 approving the Third Amendment to the Freedom Boat Club Commercial Tenant Agreement with the Lake Park Harbor Marina.

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

Approved by Town Manager *Stephen H. Bogner* **Date:** 1-6-22

Name/Title Stephen H. Bogner, Marina Director

Originating Department: <p style="text-align: center;">Marina</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: -Resolution No. 77-12-21 Third Amendment to Agmt.
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>SB</u> Please initial one.

Summary Explanation/Background:

Freedom Boat Club (FBC) has been a commercial tenant at Lake Park Harbor Marina since 2014. They have requested to formally lease a fifteenth slip, and extend the term of their agreement with the Town in accordance with the terms and conditions previously set forth in the agreement and first and second amendments. Additionally, the Town seeks to clarify and amend certain other terms of the agreement in order to more clearly define specific responsibilities of the parties. The Marina Director has met with FBC to review the terms and provisions detailed in this third amendment, and recommends approval of this legislation.

Recommended Motion: I move to approve Resolution No. 77-12-21 and the Freedom Boat Club Agreement Third Amendment.

RESOLUTION NO. 77-12-21

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A THIRD AMENDMENT TO THE AGREEMENT WITH FREEDOM ADVENTURES, LLC D/B/A FREEDOM BOAT CLUB; PROVIDING FOR A LEASE EXTENSION THROUGH FEBRUARY 18, 2024; PROVIDING FOR THE LEASING OF ONE ADDITIONAL SLIP; CLARIFYING AND AMENDING CERTAIN PROVISIONS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has all of the powers and authority conferred upon it pursuant to the Florida constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to its proprietary functions and authority, the Town owns and operates a marina known as the Lake Park Harbor Marina (the Marina) which leases slips to the operators of both recreational and commercial vessels; and

WHEREAS, FBC has negotiated an agreement with the Town whereby it would lease 14 slips to accommodate vessels it owns and leases to its members; and

WHEREAS, FBC has requested an amendment to its agreement with the Town to lease 1 additional slip for a total of 15 slips, and

WHEREAS, FBC has requested to extend the term of the agreement, as per the terms of Resolution 05-02-14, through February 18, 2024; and

WHEREAS, the Town and FBC wish to clarify and amend certain other terms and provisions of the agreement; and

WHEREAS, FBC and the Town have agreed to replace Section 7 of the previous agreement regarding parking with the text of Section 7 as set forth herein; and

WHEREAS, the Town Manager and Marina Director have recommended to the Town Commission that entering into the Third Amendment to the Agreement with FBC is in the best interests of the Marina.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Third Amendment with FBC which is attached hereto and incorporated herein as Exhibit "A".

Section 3. This Resolution shall be effective upon adoption.

EXHIBIT A

Freedom Boat Club As Of 11/1/21

Name	Slip
Freedom #1	F88
Freedom #2	F89
Freedom #3	F90
Freedom #4	F91
Freedom #5	F92
Freedom #6	F93
Freedom #7	F94
Freedom #8	F95
Freedom #9	F96
Freedom #10	F97
Freedom #11	G98
Freedom #12	G99
Freedom #13	G100
Freedom #14	G101
Freedom #15	G98B

**THIRD AMENDMENT TO LEASE SLIPS
TO
FREEDOM ADVENTURES, LLC
dba FREEDOM BOAT CLUB AT LAKE PARK MARINA**

This Third Amendment to the Dockage Agreement to Lease Slips (the Agreement) is made and entered into between Freedom Adventures, LLC, aka Freedom Boat Club (FBC) and the Town of Lake Park this 19th day of January, 2022.

WHEREAS, the Town has all of the powers and authority conferred upon it pursuant to the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to its proprietary functions and authority, the Town owns and operates the Lake Park Harbor Marina (the Marina) and pursuant to the Agreement, slips are leased by the Town to the operators of both recreational and commercial vessels; and

WHEREAS, the Town previously agreed to lease 14 slips, and pursuant to the Agreement has agreed to lease a 15th slip to FBC for the commercial vessels FBC owns and leases to its members; and

WHEREAS, FBC has requested and the Town has agreed to extend the Term of the Agreement through February 18, 2024 subject to the termination provision as set forth herein; and

WHEREAS, FBC and the Town have agreed to replace Section 7 of the previous agreement regarding parking with the text of Section 7 as set forth herein ; and

WHEREAS, the Town Manager and Marina Director recommend that the Town Commission enter into this Third Amendment to the Agreement.

NOW THEREFORE THE PARTIES HAVE AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

2. TERM

The Town hereby agrees to an extension of the Agreement renewable annually, through February 18, 2024. Either Party may terminate this Agreement at any time for its convenience. In the event the one of the Parties determines that it is appropriate to terminate the Agreement, it shall provide 180 days advance written notice of the effective date of the termination.

3. PROPERTY SUBJECT TO LEASE.

In addition to the 14 slips which are the subject of the Agreement, the Town agrees to lease slip F 98B, to FBC, increasing the total slips to be leased to 15.

6. RENT

a. FBC shall pay a monthly slip rental fee at the Town’s published Commercial Dockage Rate for the 15 slips leased to it. The monthly slip rental fee may be revised at the Town’s discretion from time to time. The charged dockage rate shall be for the total length of the slip. The payment of the monthly slip rental fees shall be due on the first of each month. If payment is not received on or before the tenth day of each month then the Marina Director may assess a penalty of 5% of the total monthly rent. FBC shall be responsible for paying the monthly slip rental fee plus 5% for the delinquent monthly payment.

b. FBC shall pay all fuel charges on the 15th and 30th day of each month.

c. FBC shall reimburse the Town for the cost of water service provided through the town to all rented slips at a total cost of \$100 per month.

d. FBC shall reimburse the Town for the cost of electrical utility service for three 30 amp services at the Town’s published utility service rate. FBC shall use no more than three single 30 amp services, unless authorized in advance by the Marina Director.

7. PARKING.

a. Beginning in January 2022, and annually thereafter, FBC shall pay the Town an annual fee of \$100 per parking space for 19 parking spaces located adjacent to the FBC slips as identified by the Marina Director. FBC customers and its staff shall be directed to park, first in the parking spaces located adjacent to the FBC slips designated by the Marina Director, or if this parking is full, in the other non-designated parking spaces in the Marina.

b. FBC shall be permitted two designated trailer parking spaces for the storage of no more than two boat trailers, unless otherwise authorized in advance by the Marina Director.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment to the Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Michael O’Rourke, Mayor

**FREEDOM ADVENTURES, LLC
(dba Freedom Boat Club)**

Print Name: _____

Title: _____

P:\DOCS\26508\00007\DOC\24M618502.DOCX

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 19, 2022

Agenda Item No. _____

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute a Contract with Safety Products, Inc., for the Provision of Safety Supplies and Equipment for Use by All Town Employees per the Terms, Pricing, and Conditions of City of Sunrise's Contract No. 2022000279 (Cooperative Purchase).

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

Approved by Town Manager *[Signature]* Date: 1-7-22

Roberto F. Travieso/Public Works Director
Name/Title

Originating Department: <p style="text-align: center;">Public Works</p>	Costs: N/A Funding Source: Acct. # N/A <input type="checkbox"/> Finance _____	Attachment 1: - Resolution No. _____ Attachment 2: - Draft Agreement between Town of Lake Park and Safety Products, Inc. ("Contractor"). Attachment 3: - City of Sunrise/Contractor Agreement
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes, I have notified everyone _____ or Not applicable in this case <u><i>[Signature]</i></u> Please initial one.

Summary Explanation/Background:

In order to facilitate the safe and effective delivery of services, the Town of Lake Park requires the purchase of safety supplies and equipment, including but not limited to traffic cones, barricades, and signage.

Additionally, per the current Collective Bargaining Agreement (CBA), the Town is responsible for providing protective clothing and footwear for all personnel covered under the CBA.

The proposed cooperative purchase contract (Attachment 2) will allow the Town to purchase these supplies and equipment in a timely and fiscally responsible manner.

The contract, which was publicly and competitively solicited by the City of Sunrise for Safety Products, Inc., "Contractor", (Attachment 3), was awarded by City of Sunrise to the lowest responsive and responsible bidder, Contractor, with an effective date of December 14, 2021, for a duration of three (3) years, and options for three (3) one-year renewals at the discretion of the City of Sunrise.

Furthermore, the Contractor is willing to extend the same advantageous terms and conditions found within the City of Sunrise contract to the Town of Lake Park.

Moreover, the contract includes a wide array of safety supplies and equipment, all of which are featured in the State's Approved Product List (APL) and meet strict quality and safety standards.

Finally, the agreement will serve as the vehicle to execute operational funding authorized by the Town Commission for these purposes.

These purchases will come before the Commission at a later time, as appropriate, for individual procurement authorization.

Recommended Motion: I move to adopt Resolution No. _____

RESOLUTION 02-01-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH SAFETY PRODUCTS, INC., FOR THE PROVISION OF SAFETY SUPPLIES AND EQUIPMENT FOR USE BY ALL TOWN DEPARTMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, to facilitate its safe and effective operations, the Town requires the purchase and delivery of safety supplies and equipment; and

WHEREAS, as part of a Collective Bargaining Agreement (CBA), the Town is also required to provide protective clothing and footwear to all personnel covered under the CBA; and

WHEREAS, the City of Sunrise has previously competitively bid pursuant to a competitive solicitation process sought proposals from qualified contractors to provide safety supplies and equipment; and

WHEREAS, the City of Sunrise awarded a three-year contract to Safety Products, Inc., (“Contractor”), effective December 14, 2021 through December 13, 2024, to provide safety supplies and equipment to the City’s departments and employees through; and

WHEREAS, the City of Sunrise’s bid documents and its contract with the Contractor permitted the Contractor to provide safety supplies and services to other governmental units based upon the same terms, pricing, and conditions, as contained in the City of Sunrise’s contract; and

WHEREAS, pursuant to the Town’s purchasing procedures, the Town may enter into cooperative purchase contracts for goods with contractors when another public agency has competitively solicited goods and services from contractors and the contractor has agreed to offer the safety supplies and services competitively solicited to other public entities based upon the same terms, pricing, and conditions; and

WHEREAS, the Town would like to enter into a contract with the Contractor for the provision of safety supplies and services based upon the same terms, pricing, and conditions, and that the Contractor agreed to in its contract with the City of Sunrise; and

WHEREAS, the Contractor has agreed to provide the same safety supplies and services to the Town based upon the same terms, pricing, and conditions, as set forth in the contract the Contractor entered into with the City of Sunrise in contract number 2022000279; and

WHEREAS, Town Manager has recommended to the Town Commission that it is in the best interest of the Town to enter into a contract with the Contractor for safety services and supplies.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the contract with the Contractor for the provision of safety supplies and equipment, as set forth in the contract attached as Exhibit “A”, and which is incorporated herein by reference.

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

CONTRACT FOR THE PROVISION OF SAFETY EQUIPMENT AND SUPPLIES.

THIS CONTRACT FOR THE PROVISION OF SAFETY EQUIPMENT AND SUPPLIES (CONTRACT) is made and entered into this _____ day of _____, 2022, 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 Safety Products, Inc., 3517 Craftsman Boulevard, Lakeland, FL 33803 ("Contractor").

WITNESSETH THAT

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

WHEREAS, to facilitate safe and effective operations, the Town requires the purchase and delivery of safety supplies and equipment; and

WHEREAS, as part of the current Collective Bargaining Agreement (CBA), the Town is required to provide protective clothing and footwear to all personnel covered under the CBA; and

WHEREAS, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to enter into contracts which are the subject of cooperative purchase agreements where another governmental entity has competitively solicited, selected and contracted with a contractor for substantially the same goods and services as those that may be needed by the town; and

WHEREAS, the City of Sunrise solicited through a competitive solicitation process pursuant to its applicable code provisions and state laws, certain safety supplies, equipment, and services; and

WHEREAS, on December 14, 2021, the Contractor entered into a contract (Number 2022000279), with the City of Sunrise, whereby it contracted to provide safety supplies, services and equipment, a copy of which is attached hereto as Exhibit 'A' and incorporated herein by reference only; and

WHEREAS, the Town desires to enter into a contract with Contractor in accordance with the terms, pricing, and conditions of the contract the Contractor entered into with the City of Sunrise for the provision of safety supplies, services and equipment.

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

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

2. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records required by the Town to perform the services which are the subject of this Agreement.
 - b. Upon the request of the Town, provide any such public records.
 - c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
 - d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
 - e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.
3. The Contractor hereby affirms and ratifies that it will provide to the Town the same safety supplies, equipment and services, based upon the same terms, pricing, and conditions contained in the contract it has with executed with City of Sunrise on December 14, 2021, a copy of which is attached hereto and incorporated herein.
4. The Town agrees to pay for the safety supplies, equipment and services provided by the Contractor based upon the same terms, pricing, and conditions as set forth in the Contractor's contract with the City of Sunrise.
5. This Contract shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th

Judicial District in and for Palm Beach County, Florida, for any state actions, and in the United States District Court for the Southern District of Florida for any federal actions.

7. Notices to the Contractor and Town be directed to the addresses reflected at the beginning of this Contract.
8. If either party is required to initiate a legal action, including appeals to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have made and execute this Contract as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk


By: _____
Michael O'Rourke, Mayor

Attestation and Seal by the Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

Contractor:

By: 
Karen Cornelius

FINANCE & ADMINISTRATIVE SERVICES

Purchasing Office
Phone: 954-572-2274
Fax: 954-578-4809



December 17, 2021

Karen Cornelius
Safety Products, Inc.
3517 Craftsman Blvd
Lakeland, FL 33803
E-mail address: kcornelius@spisafety.com
Vendor No. 79

Re: Letter of Award
Safety Supplies and Equipment

Solicitation No.	BID 21-36-09-MS		
Resolution No:	21-	Commission Approval:	Tuesday, December 14, 2021
Munis Contract No:	2022000279	Agenda Reference No:	C21293

Dear Contractor:

This notice is to advise you that the Sunrise City Commission approved the award of the above referenced bid to your firm.

Pricing is as follows: Lowest prices under Schedule H - Core Items Tabulation; and
20% off Catalog Safety Essentials and Traffic Control Catalog found at: www.spisafety.com

	Start Date:	End Date:
Original Contract Period:	12/14/2021	12/13/2024

Renewal Options:		
First Renewal Period:	12/14/2024	12/13/2025
Second Renewal Period:	12/14/2025	12/13/2026
Third Renewal Period:	12/14/2026	12/14/2027

Please e-mail a copy of your Certificate of Insurance per Bid document requirements.

When all the required documents have been e-mailed and reviewed and executed by the City, the Procurement Manager will issue you a Purchase Order when needed as needed. Should you have any questions, do not hesitate to contact me.

Sincerely,

Maria Salvatierra, CPPO
Procurement Specialist
Direct No: 954-572-2484.
Fax No: 954-578-4809
E-mail address: msalvatierra@sunrisefl.gov

FINANCE & ADMIN. SERVICES DEPARTMENT
Purchasing Division
Phone: 954-572-2274
Fax: 954-578-4809



August 27, 2020

Sent Via Email: kcornelius@spisafety.com

Ms. Karen Cornelius
Safety Products, Inc.
3517 Craftsman Blvd
Lakeland, Florida 33803

Subject: Last Renewal – Bid Title: Safety Supplies and Equipment
Bid No. 17-46-09-HR

Dear Ms. Cornelius:

The above referenced Contract shall expire December 31, 2020. Pursuant to the terms and conditions of the Bid, the City reserves the right to renew the Contract for two (2) additional one (1) year periods providing all terms and conditions remain the same. The City wishes to exercise the last renewal option for the period of January 1, 2021 through December 31, 2021 for the following items:

Safety Equipment	20% Discount off Catalog Prices
Traffic Control	15% Discount off Catalog Prices
Essentials	20% Discount off Catalog Prices
BEC16 Master Catalog	20% Discount off Catalog Prices

Please sign, date and return this acknowledgement and fax to number 954-578-4809 or email to hraphaelson@sunrisefl.gov

Best Regards,

Holly Raphaelson, C.P.M., CPPO, CPSM
Contracts Administrator

We hereby acknowledge that the above contract is renewed for one year.

Signature: Date: 8/28/2020
Karen Cornelius



INVITATION FOR BID

PURCHASING DIVISION

Mailing Address:
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

Office Copy

Bid Data

Bid Number: 17-46-09-HR
Service or Commodity Title: Safety Supplies and Equipment
Purchasing Agent: Holly Raphaelson, C.P.M.,CPSM, CPPO
Phone: (954) 572-2202
Fax: (954) 578-4809
Email: hraphaelson@sunrisefl.gov

Bid Opening

Day/Date: Wednesday, October 25, 2017
Time: 2:00 p.m.
Physical Location: City Hall
Office of the City Clerk – Fourth Floor
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Bid Contents

Section 1: Specifications/Scope of Work
Section 2: Attachments
Section 3: Instructions to Bidders
Section 4: Terms and General Conditions
Section 5: Bid Submission Check List
Section 6: Bid Submission Package

Bid packages and specifications are no longer available directly from the City of Sunrise Purchasing Division. The City is now using **Onvia DemandStar** for the posting and distribution of all City Bids, RFPs, RFQs, RLIs and Quotations. This Bid may be obtained at www.demandstar.com. The City is not responsible for the accuracy of other means of distribution. Alteration of the content of this document shall result in disqualification.

NOTE: If not submitting a bid, fill out and return the "Statement of No Bid" Form of this document.

SPECIAL ACCOMMODATION:

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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 based F.S.S. 286.0105. The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TYY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

SECTION 1 – SPECIFICATIONS

The City of Sunrise is soliciting bids for the purchase and delivery of safety products and equipment to be used by all City departments. Purchases shall be made based upon a percentage off discount from a published catalog(s) or price list(s) and the awarded vendor(s) shall be responsible for supplying catalogs to all departments as required.

Vendor shall indicate on the Bid Sheet all catalog names and numbers that they will be supplying to the City, along with the percentage off discount that will be allowed for each catalog. The percentage off discount that the vendor bids shall remain firm for the term of the contract. Deliveries within the City of Sunrise shall be FOB Destination. There will be no minimum order requirements or minimum dollar amount required for delivery.

Catalog prices must remain in effect for one year from date of issuance of the Catalog. If or when a new catalog is published, vendor shall notify the City and provide copies of current catalogs to all using departments within the City.

This contract may be awarded at a time when vendor's Catalog is in the middle of a year. If that should occur, the City shall utilize the current catalog until the catalog's expiration date and then subsequent catalog pricing shall be required to remain in effect for at least one year from date of issuance.

Vendor(s) may specify more than one catalog name and number on the bid sheet.

Vendor(s) shall submit copies of their catalogs with their bid.

Additional copies of all catalogs shall be requested from all awarded vendor(s) as required for City of Sunrise Using Agencies.

SECTION 2 - ATTACHMENTS

As listed below:

ATTACHMENT "A" is a list of sample safety products and equipment that have been purchased in the past by the City of Sunrise for informational purposes. This list is a sampling only and not inclusive of all items that may be purchased under this contract.

SECTION 3 - INSTRUCTIONS TO BIDDERS

BIDDERS: TO INSURE ACCEPTANCE OF THE BID, THE FOLLOWING INSTRUCTIONS MUST BE ADHERED TO:

This Request for Bid is to supply Safety Products and Equipment to the City of Sunrise, as required. After receipt of an offer and acceptance by the City Commission, commodities or services will be provided as indicated below:

An award letter notifying the Bidder of acceptance of their Bid by the City Commission specifying duration of the Contract with extension periods if any, and the method of ordering.

3.1 HOW TO SUBMIT A BID

All bids must be submitted in sealed envelopes, delivered or mailed to Office of the City Clerk, Fourth Floor, City of Sunrise, 10770 West Oakland Park Blvd., Sunrise, Florida 33351. The bid number and bid title must be plainly marked on the outside of the envelope. It will be the sole responsibility of the Bidder to ensure that the bid reaches the office of the City Clerk on or before the opening time and date shown on the Invitation for Bid Cover (Page 1). No bids will be received, accepted, or considered after said time and date, unless the City, in its sole discretion reasonably exercised, elects to extend the time for submission and receipt of bids. Any request for an extension of time necessitated by an unforeseen emergency should be made prior to the Bid Opening and directed to the Purchasing Director/Designee, City of Sunrise (954) 572-2274.

FAXED BIDS WILL NOT BE ACCEPTED

3.2 THE BID PACKAGE

The bid package consists of Specifications, Additional Requirements, Attachments, Instructions to the Bidders, Terms and General Conditions, and the following Schedules:

- Schedule "A" - Bid Sheet & Certification
- Schedule "B" - Non-Collusion Affidavit
- Schedule "C" - Bidder's Drug Free Statement
- Schedule "D" - Bidder's Qualification Statement
- Schedule "E" - Warranty Information Form (If Applicable)
- Schedule "F" - Insurance & License Requirements
- Schedule "G" - Statement of No Bid

Section 6, "Bid Submission Package", and any other required documents must be returned in order for the bid to be considered for award. The Bidder should submit one (1) original – **clearly marked as original** - and two (2) photocopies (all collated and marked "Copy") of their bid. All Bids are subject to the conditions specified herein. All bids received will be read into the record and may be rejected for noncompliance to requirements after a full review by the Purchasing Division.

3.3 INQUIRIES, ADDENDA AND MODIFICATIONS

The Bidder must direct any inquiries on the specifications, additional requirements, attachments, terms and general conditions or instructions, in writing, either via U.S. Mail, Email or Fax, to the individual named on Page 1 at the Purchasing Division, City of Sunrise, 10770 West Oakland Park Blvd, Sunrise, Florida, 33351. Fax No. (954) 578-4809. All inquiries must be received by the Purchasing Division no later than 12:00 p.m. ten (10) calendar days prior to the Bid opening.

Any addenda or other modifications to the Documents will be made in writing, and issued by the City, prior to the time and date of Bid Opening. Such written addenda or modifications shall be part of the Documents and shall be binding upon each Bidder. No verbal addenda or modifications shall be allowed nor shall any Bidder rely upon any verbal addenda or modifications in preparing or submitting its bid.

3.4 EXECUTION OF BID

Bid must contain an original signature of an authorized representative of the company in the space provided. Failure to sign the bid shall invalidate it, and it will not be accepted. All bids must be completed in ink or typewritten. No erasures are permitted. If a correction is necessary, the bidder should draw a single line through the entered figure and enter the corrected figure above it. Corrections should be initialed by the person signing the bid, or a duly authorized representative of the firm submitting bid. Any illegible entries, pencil bids or corrections not initialed may not be accepted. Only corrections that show the clear intent of the bidder, in the sole discretion of the City of Sunrise, will be accepted.

3.5 NO BID

If not submitting a bid, respond by returning the "STATEMENT OF NO BID" Schedule G of this Invitation for Bid. Repeated failure to respond without sufficient justification may be cause from removal of a Bidder's name from future solicitations.

3.6 PRE-BID CONFERENCE

Not applicable for this bid.

3.7 PRICES BID

List both the unit price and the extended total, if applicable. Prices must be stated in the units specified on the Bid Sheet. In case of a discrepancy in computing the amount of the bid between the unit price bid and the extended total, the unit price will govern. When bids are awarded on the basis of Lump Sum, if there is a discrepancy between the written and numeric amount, the written amount prevails.

3.8 F.O.B. POINT

All bid prices shall be F.O.B. destination freight prepaid and delivered by Vendor to the City's specified location(s).

3.9 BID VALIDITY

All bids shall remain valid for ninety (90) days after the time of bid opening. After this time period the Bidder may request the Bid be withdrawn.

3.10 DELIVERY / COMPLETION TIME / RESPONSE TIME

Delivery shall be within ten (10) calendar days after receipt of purchase order. If specified delivery cannot be met, show number of days required to make delivery after receipt of Purchase Order in space provided on the Bid Sheet. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding City holidays.

3.11 SAMPLES

Not applicable to this bid.

3.12 WARRANTIES / GUARANTEES

Vendor warrants that the materials, goods, services and/or workmanship furnished and/or delivered pursuant to the Purchase Order shall:

Conform in all respects to the description, drawings and specifications contained in this Bid

Be merchantable and fit for the ordinary purpose for which such goods are used or intended to be used

Be new and unused, of good quality and free from defects whether latent or patent in material or workmanship

Be free from any security interests, liens or encumbrances. Vendor warrants that it has good and marketable title to the goods delivered

There is no infringement upon or violation of any copyrights or patent rights

Minimum warranty shall be one (1) year from time of delivery or manufacturers' suggested warranty. The Bidder shall furnish with the bid all pertinent warranty data as it relates to the items bid upon. If requested, the Bidder is to complete Schedule "E".

3.13 ESTIMATED QUANTITIES

Not applicable to this bid.

3.14 ADDITIONAL QUANTITIES/BALANCE OF LINE

Bidder must indicate in the space provided on the Bid Sheet the percentage (%) off their written price list for the balance of their line. The City reserves the right to purchase items other than those listed in the catalogs. Upon request from the City, vendor shall provide a written quote and shall not ship products without a specific purchase order.

3.15 FAMILIARITY WITH LAWS

The Bidder should be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect this bid. Lack of knowledge on the part of the Bidder shall in no way relieve them from responsibility.

3.16 BRAND NAMES / APPROVED EQUALS

Not applicable to this bid.

3.17 PAST PROBLEMS ON PRIOR CONTRACTS / LITIGATION

The Bidder shall disclose any pending or anticipated litigation between the Bidder and any other party or parties that might affect the performance of this Contract. Such litigation must be indicated on Schedule D. When the Bidder or a proposed sub-Contractor has previously worked for the City and has received complaints from the City or has been involved in disputes with the City about the work, the Bidder should submit with their bid an explanation of what, if anything, the Bidder has done or will do to avoid similar problems in the future. This explanation must deal specifically with the problems involved on the prior Contract and any organizational, operational or other changes which have been or will be implemented. If, in the sole judgment of the City, the Bidder has failed

to provide an adequate plan to ensure that the Contractual dispute previously experienced by the City will not recur, the City reserves the right to reject the bid submitted by that Bidder.

3.18 BASIS OF AWARD

The City reserves the right to reject any and all bids, to waive any irregularity in bids received, to accept any item or group of items, unless qualified by the Bidder. The City reserves the right before recommending any award to inspect the Bidders' facilities or take any other action necessary to determine a Bidder's ability to perform in accordance with the specification, terms and conditions of the Invitation for Bid.

Award will be made to all responsive and responsible Bidders. It is the intent of the City to place orders with the lowest priced responsive and responsible Bidder for the desired product. The City reserves the right to place orders with other Bidders in ascending order of evaluated cost, in the case of immediate need or if product availability is affected.

3.19 COST LIABILITY

The Bidder shall bear all costs associated with submitting the Bid, including preparation, site visitation or any travel connected with submittal of the Bid.

3.20 CONTENTS OF BID / PUBLIC RECORDS

Any material submitted in response to this Bid will become a public record pursuant to Chapter 119, Florida Statutes. No claim of confidentiality or trade secret will be honored unless a specific exemption from the public records law exists and the Florida or Federal statute identifying the exemption is identified in the Bid. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed.

3.21 INVESTIGATIONS OF CONDITIONS AFFECTING OPERATIONS

Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain conditions and requirements of the Bid. Failure to make investigations and examinations shall not relieve the successful Bidder from the obligation to comply in every detail with all provisions and requirements of the Bid nor shall it be a basis for any claim whatsoever for alteration in any term of or payment required by the Purchase Order or any subsequent Contract.

3.22 CONE OF SILENCE

This solicitation falls under the City of Sunrise's Code of Ordinances Section 2-1 (n) known as the "Cone of Silence". After a Bid is opened or a Short List is established, a vendor or a vendor's representative as defined in the Ordinance, a proposer, service provider, consultant or lobbyist, may not seek information or clarification or in any way contact any Official or employee of the City concerning this solicitation with the exception of the City Attorney, the Purchasing Director or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Purchasing Division and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the City Commission and may subject the potential vendor or vendor's representative to debarment in accordance with the City's Code of Ordinances. Nothing in the Ordinance prevents a vendor or vendor's representative from taking part in a public meeting concerning the solicitation.

SECTION 4 - TERMS AND GENERAL CONDITIONS**4.1 INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the CONTRACTOR, CONTRACTOR's subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, OR REGARDLESS OF WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE CITY OF SUNRISE ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES, UNLESS SUCH NEGLIGENT ACTS, ERRORS, OR OMISSIONS CONSTITUTE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. The City of Sunrise reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of the Agreement.

4.2 INSURANCE REQUIREMENTS

Not applicable to this Bid.

4.3 PATENTS AND ROYALTIES

The Bidder, without exception, shall indemnify and save harmless the City of Sunrise and its employees from liability of any kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article of manufacture lot any article used in the performance of the Contract, including its use by the Purchaser. If the Bidder uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed. And understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

4.4 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract period shall be for two (2) years, commencing on the date of award or the date this contract is executed by both parties or November 11, 2017 whichever is later. In addition, the City reserves the right to renew the contract for ___ additional one (1) year periods, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City, contingent upon budget approval.

4.5 CONTRACT CONTINUITY / TRANSITIONAL PERIOD

In the event the services are scheduled to end either by Contract expiration or by termination by the City of Sunrise (at the City's discretion), the Bidder shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Bidder will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

4.6 CONTRACTS OVERLAPPING FISCAL YEARS:

The City's fiscal year begins October 1 and ends September 30 of the following calendar year. When a Contract's terms extends beyond the fiscal year in which the Contract commences, the City will

issue a new Purchase Order to cover its needs for the balance of the fiscal year and a new purchase order will be issued to correspond with the remaining months of the Contract that extends into the next fiscal year. Issuance of a new Purchase Order shall be subject to the availability of budgeted funds.

4.7 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS

City is a bona fide governmental entity of the State of Florida with City's fiscal year ending on September 30 of each calendar year. If City does not appropriate sufficient funds to purchase the quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of City's obligation under this Agreement were last appropriated by City and City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

4.8 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon three (3) calendar days written notice to the other party, should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Contractor abandons this Agreement or causes it to be terminated by the CITY, the Contractor shall indemnify the CITY against any loss pertaining to this termination. In the event that the Contractor is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.9 and the provisions of Section 4.9 shall govern.

4.9 TERMINATION FOR CONVENIENCE

A Contract resulting from this Bid may be terminated by the City without cause upon thirty (30) days written notice to the Vendor. In the event of such a termination without cause, the Vendor shall be compensated for all services performed to the City's satisfaction, together with reimbursable expenses incurred. In such event, the Vendor shall promptly submit to the City its invoice for final payment and reimbursement under the terms of this Contract.

4.10 TERMS RELATING TO PRICE

Unless otherwise noted by the City, all prices shall be firm through the period of the Contract or purchase order and shall not be subject to increase. In the event of a manufacturer's or Vendor's price decrease during the Contract period, the City shall receive the full benefit of such price reduction on any undelivered goods or services on an existing purchase order and on any subsequent order placed during the Contract period. The Director of Purchasing must be notified in writing of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of Contract for cause, pursuant to these Terms and Conditions.

In the event of a manufacturer's price increase during the Contract period, the Vendor shall submit proof from the manufacturer of said increase, and the City may accept the price increase at the time of Contract renewal, or terminate or re-bid the Contract, in whole, or in part, whichever is in the best interest of the City.

4.11 SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES

The Vendor shall not sell, transfer or assign the performance required by this bid without the prior written consent of the City. Any Award issued pursuant to this bid and the monies which may become due hereunder are not assignable, unless the prior written approval of the City is obtained.

4.12 PAYMENT/BILLING INSTRUCTIONS

Payment will be made by the City after the items or services awarded have been, received, inspected, found to comply with award specifications, are free of damage or defect and are properly invoiced.

Invoices, unless otherwise indicated, must show Purchase Order Number and shall be submitted in duplicate to:

CITY OF SUNRISE,
Finance Department
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Payment will be made within 30 days after delivery, authorized inspection and acceptance. The City is exempt from Federal and State Taxes for tangible personal property. The City will provide an exemption certificate to the Vendor upon request. The Vendor is not exempt from paying sales tax to the suppliers for materials to fulfill Contractual obligations with the City, nor is Vendor authorized to use the City's tax exemption Number in securing such materials.

4.13 COMPLIANCE WITH STATE OF FLORIDA CRIME ENTITY

Please be informed that pursuant to Section 287.133(2) (a), Florida Statutes, "A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid or Bid on a Contract to provide any goods or services to the City, may not submit a bid on a Contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a Contract with the City, and may not transact business with the City in excess of the threshold amount provided in S.287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list." The submission of a bid shall constitute an affirmative representation of the Bidder to the City that the Bidder is aware of the Statute and in full compliance thereof.

4.14 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

If applicable, Vendor certifies that all material, equipment, etc. contained in the bid meets all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by Vendor.

4.15 MATERIAL SAFETY DATA SHEETS (MSDS)

In compliance with Chapter 442, Florida Statutes when applicable, any item delivered from a Contract resulting from this Bid must be accompanied by a Material Safety Data Sheet (MSDS), if applicable. The MSDS must include the following information: (a) The chemical name and the common name of the toxic substance. (b) The hazards or other risks in the use of the toxic substances, including: 1) The potential for fire, explosion, corrosivity and reactivity; 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and 3) The primary routes of entry and symptoms of overexposure. (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure. (d) The emergency procedure for spills, fire, disposal and first aid. (e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this

information. (f) The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

4.16 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE / CONSTRUCTION DEBRIS:

Not applicable to this bid.

4.17 NO DAMAGES FOR DELAY

The CONTRACTOR shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Project from any cause whatsoever including an act or neglect of the CITY, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY, or by other causes which the CONTRACTOR determines may justify delay. The CONTRACTOR'S sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the CITY. However, additional costs to the CONTRACTOR or delays in the CONTRACTOR'S performance caused by improperly timed activities shall not be the basis for granting a time extension. If the CONTRACTOR wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the CITY within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The CITY'S representative shall determine whether or not the CONTRACTOR is entitled to a time extension for the delay. The failure of the CONTRACTOR to give such notice shall constitute a waiver of any claim under this section.

4.18 VENUE

Any Contract resulting from this bid shall be governed by the laws of the State of Florida. Should the Parties be involved in legal action arising under, or connected to this Agreement, except as set forth in Paragraph 4.1, Indemnification, 4.3 Patents and Royalties, and 4.8 Termination for Cause each party will be responsible for their own attorney's fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties agree to waive a jury trial, and will proceed to trial by judge if necessary.

4.19 PUBLIC RECORDS LAW

The CONTRACTOR shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the CONTRACTOR and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the CONTRACTOR shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to

the City all public records in the possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the CONTRACTOR fails to comply with the requirements in this Section 4.19, the City may enforce these provisions in accordance with the terms of this Agreement. If the CONTRACTOR fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), e-mail (CityClerk @sunrisefl.gov), or mail (City of Sunrise, Office of the City Clerk, 10770 West Oakland Park Boulevard, Sunrise, Florida 33351).

SECTION 5 - BID SUBMISSION CHECK LIST

COMPANY NAME: (Please Print): <u>Safety Products Inc</u>
Phone: <u>800-336-6860</u> Fax: <u>888-707-7233</u>

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

1. Carefully read the SPECIFICATIONS.
2. Properly fill out the BID SHEET and CERTIFICATION PAGE (Schedule "A").
3. Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.
4. Sign the VENDOR DRUG FREE STATEMENT (Schedule "C").
5. Fill out the VENDOR QUALIFICATION STATEMENT (Schedule "D"), if required.
6. Include WARRANTY INFORMATION FORM AND EXHIBITS (Schedule "E"), if required.
7. CHECK THE INSURANCE and LICENSE requirements to be sure you comply, and submit PROOF of INSURANCES or LICENSES, if required, with your Bid (Schedule "F").
8. Complete STATEMENT OF NO BID (Schedule "G"), if applicable.
9. Clearly mark the BID NUMBER AND BID NAME on the outside of your envelope.
10. Submit one (1) original (marked "Original") and two (2) photocopies (all collated and marked "Copy") of bid; Two (2) electronic true and exact copies of the bid on CD, flash drive or DVD in .pdf format.
11. Include a Bid Bond, if applicable.
12. Make sure your BID is submitted prior to the deadline. Late Bids will not be accepted.

FAILURE TO PROVIDE THE REQUESTED SCHEDULES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.
THIS SHOULD BE THE FIRST PAGE OF YOUR BID.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2017

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).

PRODUCER M. R. Wilson Corp Inc 300 W. Plaza St. SLO 200 Tampa, FL 33606 Tampa, FL 33606 Safety Products, Inc. 3517 Craftman Blvd. Lakeland, FL 33803	1-813-229-9001	CONTACT NAME Tarmy Marshall PHONE (INC, HO, CO) 813-984-3601 FAX (AG, HO) 813-229-2705 E MAIL ADDRESS tmarshall@mrwilson.com	INSURER(S) AFFORDING COVERAGE INSURER A Depositors Insurance Company INSURER B Allied Insurance Company of America INSURER C HENIC IND CO INSURER D INSURER E	NAIC# 11030
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COVERAGES **CERTIFICATE NUMBER:** 90569530 **REVISION NUMBER:**

NOTES: 1. POLICIES DESCRIBED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 2. COVERAGE IS SUBJECT TO THE TERMS, CONDITIONS, EXCLUSIONS AND ENDORSEMENTS OF THE POLICIES DESCRIBED HEREIN. 3. THIS CERTIFICATE IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE POLICIES. 4. THIS CERTIFICATE MAY BE SUBJECT TO OTHER POLICY PROVISIONS.

TYPE OF COVERAGE	DESCRIPTION	POLICY NUMBER	START DATE	EXPIRATION DATE	LIMITS
A	COMMERCIAL GENERAL LIABILITY	ACCP3097957124	10/01/16	10/01/17	BODILY INJURY & PROPERTY DAMAGE TO RENTED PREMISES: \$100,000 BODILY INJURY & PROPERTY DAMAGE: \$5,000 PRODUCT & COMPLETED OPERATIONS: \$1,000,000 PERSONAL AND ADVERTISING INJURY: \$2,000,000 MEDICAL EXPENSES: \$2,000,000
B	AUTOMOBILE LIABILITY	BAPC1007459124	10/01/16	10/01/17	AUTOMOBILE LIABILITY: \$1,000,000 BODILY INJURY & PROPERTY DAMAGE: \$1,000,000 MEDICAL EXPENSES: \$1,000,000 ADVERTISING INJURY: \$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	ACCP3097957124	10/01/16	10/01/17	WORKERS COMPENSATION: \$2,000,000 EMPLOYERS LIABILITY: \$2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY (Alternative Coverage)	3102803679	10/01/16	10/01/17	WORKERS COMPENSATION: \$500,000 EMPLOYERS LIABILITY: \$500,000

DESCRIPTION OF OPERATIONS: (PLEASE CHECK ALL THAT APPLY) Retail Wholesale Service Manufacturing Construction Transportation Other (Specify):

APPROVED
By Shannon Feeley at 6:21 am, Aug 11, 2017

CERTIFICATE HOLDER Commercial Data Authority 440 Madison Ave New York, NY 10017	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 Registration

Issued Pursuant to Chapter 212, Florida Statutes

DR-11
R. 10/13

63-8012105139-5

06/16/83

Certificate Number

Registration Effective Date

This certifies that

SAFETY PRODUCTS INC
3517 CRAFTSMAN RD
EATON PARK FL 33840-9999

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

BID TITLE: Safety Supplies and Equipment

BID NUMBER: 17-46-09-HR

SECTION 6 - BID SUBMISSION PACKAGE

**SCHEDULE "A"
CITY OF SUNRISE
BID SHEET & CERTIFICATION**

ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING

SAFETY PRODUCTS AND EQUIPMENT

CATALOG NAME/ MANUFACTURER	CATALOG NUMBER	EXPIRATION DATE OF CATALOG	PERCENTAGE DISCOUNT
Safety Equipment	2017/2018	12/31/2018	20%
Traffic Control	2017/2018	12/31/2018	15%
Essentials	2018	12/31/2018	20%
BEC 16 Master Catalog			
online Catalog	-	-	20%

All deliveries will be made by Common Carrier ONLY. Yes _____ No

Delivery will be made within 10 calendar days after receipt of purchase order. (To Be Completed ONLY if Bidder is unable to comply with specified delivery requirements indicated within the bid document.)

If applicable, would you extend the prices bid herein to other municipalities? Award of bid is not contingent upon concurrence with this offer to other municipalities. Yes: No: _____

ADDENDUM RECEIPT

Bidder shall acknowledge below the receipt of any and all addenda, if any, by listing the Addenda No. and date of issuance.

ADDENDUM NO: _____ /DATE _____ ADDENDUM NO: _____ /DATE _____

Safety Products, Inc
Vendor Name

Karen Cianchi
Name of Authorized Person

SCHEDULE "A"
(Continued)

I, the undersigned hereby agree to furnish the items and / or services described in this Invitation for Bid. I certify that I have read the entire document, including the Specifications, Requirements, Terms & Conditions and Schedules, and agree to furnish the items and services under the requirements of the Bid.

I also certify that this Bid is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Respondent certifies by his/her signature that the person signing this Certification is authorized to bind the firm by their signature.

Company Name: Safety Products, Inc

Address 3517 Craftsman Blvd

City Lakeland State FL Zip 33803

Phone# 800 336 6860 Fax# 888 700-7233 E-Mail Kcornelius@spisafety.com

Signature: Karen Cornelius Title Gov. Bid Coord.

Printed Name: Karen Cornelius

FEID or Social Security No. 55-2282857

SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT

Please be advised that pursuant to Section 119.071(5) (a) 2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

**SCHEDULE "B"
CITY OF SUNRISE**

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in, executed and notarized by the Bidder. If the bid is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the bid.

STATE OF Florida)
) SS
COUNTY OF Polk)

Karen Cornelius, being first duly sworn, deposes and says that
(Type or print name of person who is signing below)

1. He/she is the Representative (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid.
2. He/she is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
3. Said Bid is made without any connection or common interest in the profits with any other persons making a Bid for the said commodities/services. Said Bid is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Sunrise is directly or indirectly interested therein. If any relatives are employed by the City, indicate name and relationship below.

Name: N/A Relationship: N/A

Name: N/A Relationship: N/A

Company Name: Safety Products, Inc

Bidders' Authorized Signature: Karen Cornelius

Subscribed and sworn to before me this 24 day of October, 2017

[Signature]
Notary Public
Shanna D Bruno
(Print, Type or Stamp name of Notary Public)

Personally known or Produced I.D.
Type and number of I.D. Produced:



**SCHEDULE "C"
CITY OF SUNRISE**

BIDDER'S DRUG - FREE WORKPLACE CERTIFICATION

Preference may be given to Vendors submitting a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL SUBMISSIONS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids, Bids or replies which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. 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 the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business'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. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on 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. 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 so convicted.
6. 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 Vendor complies fully with the above requirements.

I hereby certify that the company submitting this Bid has established a Drug Free work place program in accordance with State Statute 287.087



VENDOR'S SIGNATURE



COMPANY'S NAME

BID TITLE: Safety Supplies and Equipment

BID NUMBER: 17-46-09-HR

SCHEDULE "D"
CITY OF SUNRISE
BIDDER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: Safety Products, Inc
Address: 3517 Craftsman Blvd Lakeland FL 33803
 Street City State Zip Code
Telephone: (800) 336-6840 Fax: (888) 174-7233 E-Mail: Kroneluis@spi-safety.com
Web Site: www.spisafety.com

How many years has your organization been in business under its present name? 50 Yrs

If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: N/A

Under what former names has your business operated?: N/A

At what address was that business located? N/A

Are You Certified? Yes No If Yes, ATTACH COPY OF LICENSE
Are You Licensed? Yes No If Yes, ATTACH COPY OF LICENSE

Has your company or its senior officers ever declared bankruptcy?
Yes No If yes, explain: _____

Are you a sales representative, _____ distributor, broker, _____ manufacturer
of the commodities/services bid upon? yes

Have you ever received a Contract or a Purchase Order from the City of Sunrise or other government entity? Yes No If Yes, explain (date, service/project, bid title, etc.) We hold numerous City - Counties and State Contracts for many many years

Have you ever received a complaint on a Contract or bid awarded to you by any government entity?
Yes No if yes, explain: _____

Have you ever been debarred or suspended from doing business with any government entity?
Yes No If Yes, explain _____

Please identify each incident within the last five (5) years where a civil, criminal, administrative, other similar proceeding was filed or is pending; if such proceeding arises from or is a dispute concerning the Consultant's rights, remedies or duties under a Contract for the same or similar type services to be provided under this Bid:
N/A

(Attach additional sheets as necessary)

SCHEDULE "D"
(Continued)

REFERENCES:

List all pertinent government agencies and private firm(s) with whom you have done business within the past three (3) years:

Agency/Firm Name: Mosaic
Address: PO Box 2005
City/State/Zip Code: Mulberry FL 33860
Phone: 863-428-2500
Fax: _____
Contact: _____
E-Mail: _____

Agency/Firm Name: City of Orlando
Address: 400 South Orange Ave
Orlando, FL 32802
City/State/Zip Code: _____
Phone: 407-246-2291
Fax: 407-246-2869
Contact: Diane M Waterington
E-Mail: Diane.Waterington.net

Agency/Firm Name: City of St Pete
Address: 327 17th St North
City/State/Zip Code: St Pete, FL 33713
Phone: 727-862-5247
Fax: _____
Contact: Down Fisher
E-Mail: _____

Agency/Firm Name: _____
Address: _____
City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

Agency/Firm Name: Manatee County
Agency/Firm Name: Manatee County
Address: 2908 12th St Court East
City/State/Zip Code: Bradenton FL 34208
Phone: _____
Fax: _____
Contact: Tommy Hopper
E-Mail: _____

Agency/Firm Name: _____
Address: _____
City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

Agency/Firm Name: State of FL DOT
Address: 105 Suwannee St
City/State/Zip Code: Tallahassee, FL 32399
Phone: 850-410-5693
Fax: _____
Contact: Gloria Dixon
E-Mail: Gloria.dixon@dot.state.fl.us

Agency/Firm Name: _____
Address: _____
City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

YOUR COMPANY NAME: Safety Products, Inc
ADDRESS: 3517 Craftsman Blvd
Lake Land, FL 33803
PHONE: 848-336-6860 FAX: 888-747-7233
EMAIL: kronelius@spisafety.com

**SCHEDULE "E"
CITY OF SUNRISE**

WARRANTY INFORMATION FORM

ALL BLANKS SHOULD BE FILLED IN AND SUBMITTED WITH BID
MINIMUM WARRANTY SHALL BE AS SPECIFIED HEREIN

MAKE AND MODEL OF ITEM PROPOSED:

Manufacturer Warranties on all items.

DOES WARRANTY APPLY TO ENTIRE PACKAGE OR ONLY TO SPECIFIC PARTS? (State Explicitly) all items

DOES WARRANTY INCLUDE LABOR FOR REPLACEMENT OF DEFECTIVE PARTS?
YES NO N/A

WARRANTY PERIOD FOR PARTS REPLACEMENT N/A

WHO WILL PROVIDE LABOR, AND WHERE, IN THE EVENT OF FAILURE WITHIN WARRANTY PERIOD?
N/A

TELEPHONE: _____ FAX: _____
EMAIL: _____

NEAREST SOURCE TO THE CITY OF SUNRISE FOR PARTS AND SERVICE AFTER WARRANTY PERIOD:
N/A

TELEPHONE: _____ FAX: _____
EMAIL: _____

A COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:
YES NO

NAME OF BIDDER: Safety Products, Inc.

SIGNATURE AND TITLE: Karen Gaudin Gov. Bid Coord.

TELEPHONE: 800 336 6860 FAX: 888 707 7233

DATE: 10/24/2017

BID TITLE: Safety Supplies and Equipment

BID NUMBER: 17-46-09-HR

**SCHEDULE "F"
CITY OF SUNRISE**

PROOF OF INSURANCE & REQUIRED LICENSES

ATTENTION BIDDER:

ATTACH TO SCHEDULE "F" PROOF OF INSURANCE AS SPECIFIED HEREIN, AND COPIES OF LICENSES, IF REQUIRED.

NOTE: Only the successful Bidder shall be required to provide a Certificate of Insurance naming the City of Sunrise as additional insured.

BID TITLE: Safety Supplies and Equipment

BID NUMBER: 17-46-09-HR

**SCHEDULE "G"
CITY OF SUNRISE**

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this solicitation, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Bidders for the City of Sunrise. Please indicate bid name and number on the outside of the envelope. Thank you.

MAIL TO: CITY OF SUNRISE
10770 W. OAKLAND PARK BLVD.
SUNRISE, FL. 33351
ATTN: CITY CLERK'S OFFICE

We, the undersigned have declined to bid for the following reason:

- Specification too "tight," i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation for Bid.
- We do not offer this product or an equivalent.
- Our product schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirements.
- Specification unclear (explain below).
- Other (specify below).

REMARKS:

COMPANY NAME: _____
SIGNATURE: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
E MAIL: _____

Description
Photoluminescence exit sign, rigid plastic, red letters
Eyewash inspection tag, 25/pk
Fluorescent orange flagging tape, 300yds/roll
Low voltage protective gloves, various sizes, meets ASTM D120-87, 11", various sizes
High voltage protective gloves, various sizes, meets ASTM D120-87, 14", various sizes
Traffic vest, high visibility, orange w/yellow stripe
Safety triangle kit
Highway flags, safety
Lockout tag out station, 19 lock, equiped
Lockout safety kit, Priming LKX
Padlock, aluminum, green
Padlock, aluminum, yellow
Padlock, solid brass
Electrical lockout safety kit, Brady 65289
Electrical lockout starter kit, Brady 65777
Welding Helmet, shade 10 filter plate, Sellstrom 24401-10WW, or Morsale XP592
Welding Goggles, Sellstrom 95550
Replacement shades, Sellstrom 16605
Spill kit, 3M, chemical, C-SKFL31
Spill kit, 3M, petroleum, P-SKFL31
Chemical spill response pack, 3M, SRP-Chem
Petroleum spill response pack, 3M SRP-Petro
Spill control pallets, 4 drum, Eagle 1645
Roll-up/ rigid tri-pod stand w/tubular legs
Highway signs, various, 36" x 36", person working symbol
Highway signs, various, 36" x 36", road work ahead legend
Highway signs, various, 48" x 48", person working symbol
Highway signs, various, 48" x 48", road work ahead legend
Switchboard matting, 3x75roll, Fibrax, 830C0035 75
Protective footwear, 4", slip-res, meets ANSI Z41 PT91EH, various sizes
Protective footwear, 11", brogue overshoe, meets ANSI Z41 PT91EH, various sizes
Safety signs, various, 19" x 14"
Welding Jacket, leather, 30", Concor or equal, various sizes
Welding apron, leather, Concor or equal, various sizes
36" safety cone, 12 lbs, 6"x4" reflective collars, imprinted, FL DOT approved
24"x8" type 2 wood/steel barricade with engineer grade sheeting, FL DOT Approved
Barricade light w/photo cell, FL DOT approved
Back support, Valeo or equal, various sizes

New Business

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 19, 2022,

Agenda Item No.

Agenda Title: Discussion Traffic Calming Measures Teak Drive

- | | |
|--|--|
| <input type="checkbox"/> SPECIAL /REPORTS | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> BOARD APPOINTMENT | <input checked="" type="checkbox"/> OLD BUSINESS |
| <input type="checkbox"/> PUBLIC HEARING ORDINANCE ON _____ READING | |
| <input type="checkbox"/> NEW BUSINESS | |
| <input type="checkbox"/> OTHER: WORKSHOP _____ | |

Approved by Town Manager *John O. D'Agostino* **Date:** 1-10-22

John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs:\$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> O'Rourke Engineering Neighborhood Street Evaluation and Process for determining Traffic Calming Measures
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties with interest in this agenda item are notified of the meeting date and time.	___ Yes, Notified everyone or _X_ Not applicable in this case Please initial one.

Summary Explanation/Background: As the Commission knows, we have visited and revisited complaints regarding excessive speeding on Teak Drive. During our first meeting with residents from Teak Drive, staff discussed the possibility of making data-driven decisions when it comes to the expenditure of taxpayer dollars to remedy excessive speeding on all streets in Lake Park.

The attachment identifies several available traffic calming measures and is implemented once an objective decision supported by data can be determined. The information provides an application form, criteria on the characteristics of the street, and the ability to take the information gathered and apply it to a particular application request for speed remediation initiatives

The process requires a neighborhood to complete the attached application and the information for review by a committee established by the Town Commission. The membership recommendation could be a representative from PBSO, a Staff Member such as the Public Works Director or his designee, a neighborhood resident from the street requesting assistance, or a resident from the Town of Lake Park.

The purpose of the attachment is to provide a constructive process to move the request forward. The committee is open to the public because the Commission will make a membership appointment to the committee. In addition, any committee appointed by the Town Commission requires meetings to be posted and open to the public. This process will allow input from residents into the problems experienced by the neighborhood, especially around speeding issues on the street.

Furthermore, should the information not result in calming traffic measures, the committee and staff will work with neighborhood residents to find effective ways to implement no-cost speed reduction methods.

If the Commission appoints a committee during the next upcoming budget 2022-2023, the budget will carry funding to implement speed measures that meet the criteria attached. The suggested amount is between \$10,000 and \$30,000 per project. Additionally, neighborhood residents who desire to implement costly traffic calming measures (such as speed tables) will be assessed; the cost of calming traffic measures, if such traffic measures do not meet or exceed the requirements, can be assessed a fee on their tax bills to finance such efforts.

Commissioner Linden requested the item on the agenda for the meeting on the 19th of January, 2022.

Recommended Motion: Discussion purposes only. However, should the Commission desire to create a committee, a vote will be needed to establish the committee, including its composition.



TRAFFIC CALMING AND ENHANCEMENTS

Prepared for: Town of Lake Park

Prepared by: O'Rourke Engineering & Planning

May 8, 2020

Updated August 4, 2020

Introduction

The Town of Lake Park has undertaken a speed survey and neighborhood street evaluation to address concerns related to neighborhood travel speeds. The street design should support the desire for lower residential speed limits. This technical memorandum provides a brief description of the Town character followed by the proposed process for evaluation the local/ neighborhood street. The reader is encouraged to review the content of the Neighborhood Mobility Speed Surveys and Roadway Enhancement Report.

Street Characteristics

The Town of Lake Park has a well- connected street system with arterial roadways connected by a grid of local residential streets. All of the streets have residential frontage and most have wide rights of way which include sidewalks and swales. Some but not all have street trees. The geometry is linear in most cases with the exception being those roadways branching out from Seminole Boulevard. That area has some curvature within the roadways. Several roadways have beautiful landscaped medians.

Most of the roadways provide a "clean shot" to travel from one street to another. This design can lead to increases in speed as drivers leave their own neighborhood street and enter another neighborhood street before reaching an arterial where increased speeds are properly assigned.

Establishing the Program

There may be many neighborhoods that desire enhancements to control speed or traffic flow. In order to evaluate the need for enhancements and prioritize the improvements most needed, a program has been recommended.

The steps to establish the program include:

Step 1 - The Town should select a committee or appoint staff to serve as a review committee to manage the Neighborhood Program. Suggested members include: PBSO, PW, citizen appointee.

Step 2: Develop funding mechanisms and budget line items for neighborhood enhancements. An initial budget of \$2,500-3,500 per street is suggested to evaluate and recommend improvements, and \$10,000-30,000 per street to implement improvements. The number of streets to include in the annual budget will be subject to the funding available.

Step 3: Provide information on the program and the forms to the public via the website.

Step 4: Meet quarterly to review the requests. Request additional support from staff to complete the forms if necessary. Prioritize the requests and present the findings to the Town Public Works Director.

Step 5: Retain consultant to develop strategies for Neighborhood enhancements for the top priority rankings.

Step 6: Invite affected neighbors to the Neighborhood Enhancement Committee Meeting to review Consultants idea and make recommendations.

Step 7: Implement the prioritized projects.

Once the program is in place, community members can submit their requests through the town website.

Attachment A provides the Neighborhood Request form and evaluation criteria.

Examples of Neighborhood Enhancement

There are many forms of neighborhood enhancements and traffic control. Standard features include the stop signs, speed bumps, speed tables. Enhancing the street through street trees, lateral bump outs, on-street parking and textured pavement can also have an impact on travel speed. Some drivers just need to -be reminded to slow down within a neighborhood. For others, the effect of narrowing the road (bump outs, on-street parking) or even just the perceived narrowing of the view corridor through the application of street trees can have a measured effect on speed.

This discussion is not intended to be a complete tutorial on traffic calming nor a complete tool kit. Rather an introduction to some of the options.

The following links provide additional information on traffic calming.

<https://www.ca-ilg.org/sites/main/files/file-attachments/toolkit.pdf?1370017042>

<https://www.lgc.org/wordpress/wp-content/uploads/2013/08/traffic-calming-guidebook.pdf>

Attachment B includes examples of features that could be implemented.

Enhanced Mobility Options

The Town of Lake Park has an extensive pedestrian network. The bike connectivity is not as clearly defined. Similarly, the Town has considered the addition of “micro-mobility” options such as scooters. The neighborhood form could have a section added to address other modes of travel and the need to evaluate connectivity of a street/ neighborhood through other means beside the automobile. As a result of that addition, enhancements could include, bike lanes, racks, or other micro-mobility stations and signage.

Next Steps

The Town of Lake Park can begin the Neighborhood Street Enhancement Program, one street at a time.

ATTACHMENT A
NEIGHBORHOOD ENHANCEMENT FORM
AND
SAMPLE USING POPLAR

Neighborhood Enhancement Form

Date:		
Neighborhood Name/Street Name:		
Current Speed Limit:		
Request for Traffic Calming:		
Number of Houses on Block:		

Measure	Target	Scoring	Possible Points	Total Points
A. ADT <input style="width:100%;" type="text"/> Enter ADT	10x Number of Houses	0.5 x Target =	1	
		1.0 to 1.25x Target =	2	
		1.25-1.5 x Target =	3	
		1.5-2.0 x Target =	4	
		>2.0 x Target =	5	
B. Speed <input style="width:100%;" type="text"/> Enter 85% Speed	Speed Limit	95-100% =	1	
		85-95% =	2	
		75-85% =	3	
		50-75% =	4	
		>50% =	5	
C. School Age Children on Block <input style="width:100%;" type="text"/> Enter # of children 3-18	N/A	0 children =	1	
		1-5 children =	2	
		5-10 children =	3	
		10-20 children =	4	
		>20 children =	5	
D. Cut Through Route (Cut through should be measured but by inspection OK)	Less than 10%	No =	1	
		Potential	3	
		Yes	5	
E. Presence of Traffic Control (Include end points) (List or attach photos of condition diagram)	More than 4	0 =	5	
		1 =	4	
		2 =	3	
		3/4 =	2	
		>5 =	1	
F. Presence of Enhancements, Lateral Features/ Restrictlons, Street Trees, Street Furniture (List or attach photos of condition diagram)		0 =	5	
		1 =	4	
		2 =	3	
		3/4 =	2	
		>5 =	1	
G. Crashes In Previous 12 months <input style="width:100%;" type="text"/> Enter # of crashes		0 =	0	
		1 =	2	
		2 =	3	
		3 =	4	
		4 =	5	
Total Points:			Total Score:	0
17-25	Good Candidate for Enhancements			
10 -17	Further Evaluation Needed			
<10	No Enhancements Needed			
Multimodal Consideratons (pedestrian linkages, bike lanes, transit): <input style="width:100%; height:40px;" type="text"/>				

Neighborhood Enhancement Form

Date:	8/5/2020		
Neighborhood Name/Street Name:	Poplar Drive		
Current Speed Limit:	30 mph, recommend 25		
Person requesting for Traffic Calming:	Consultant		
Number of Houses on Block:	30		

Measure	Target	Scoring	Possible Points	Total Points
A. ADT <input style="width:100px; height:15px;" type="text"/> Enter ADT	10x Number of Houses	0.5 x Target =	1	
		1.0 to 1.25x Target =	2	2
		1.25-1.5 x Target =	3	
		1.5-2.0 x Target =	4	
		>2.0 x Target =	5	
B. Speed <input style="width:100px; height:15px;" type="text"/> Enter 85% Speed	Speed Limit	95-100% =	1	
		85-95% =	2	
		75-85% =	3	3
		50-75% =	4	
		>50% =	5	
C. School Age Children on Block <input style="width:100px; height:15px;" type="text"/> Enter # of children 3-18 years old	N/A	0 children =	1	
		1-5 children =	2	
		5-10 children =	3	3
		10-20 children =	4	
		>20 children =	5	
D. Cut Through Route (Cut through should be measured, but by inspection 'OK')	Less than 10%	No =	1	
		Potential	3	3
		Yes	5	
E. Presence of Traffic Control (Include end points) (List or attach photos of condition diagram)	More than 4	0 =	5	
		1 =	4	
		2 =	3	
		3/4 =	2	2
		>5 =	1	
F. Presence of Enhancements, Lateral Features/ Restrictions, Street Trees, Street Furniture (List or attach photos of condition diagram)		0 =	5	5
		1 =	4	
		2 =	3	
		3/4 =	2	
		>5 =	1	
G. Crashes In Previous 12 months <input style="width:100px; height:15px;" type="text"/> Enter # of crashes		0 =	0	
		1 =	2	2
		2 =	3	
		3 =	4	
		4 =	5	
Total Score:			20	

Total Points:	17-25	Good Candidate for Enhancements
	10 -17	Further Evaluation Needed
	<10	No Enhancements Needed

Multimodal Considerations (pedestrian linkages, bike lanes, transit): Sidewalk both sides. Nearest transit stops 0.2 miles away. (Routes 20, 21 & 33)

ATTACHMENT B

EXAMPLES OF STREET ENHANCEMENTS AND TRAFFIC CALMING TOOLS

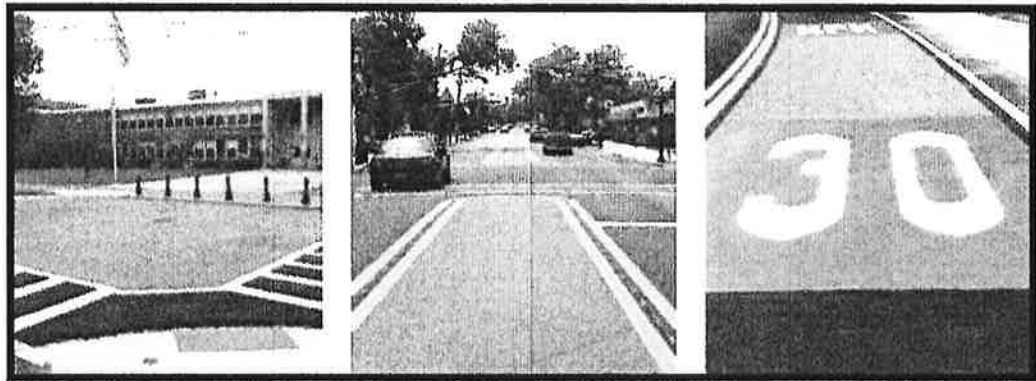


Crosswalk Enhancement

Raised Intersection

Gateway Treatment

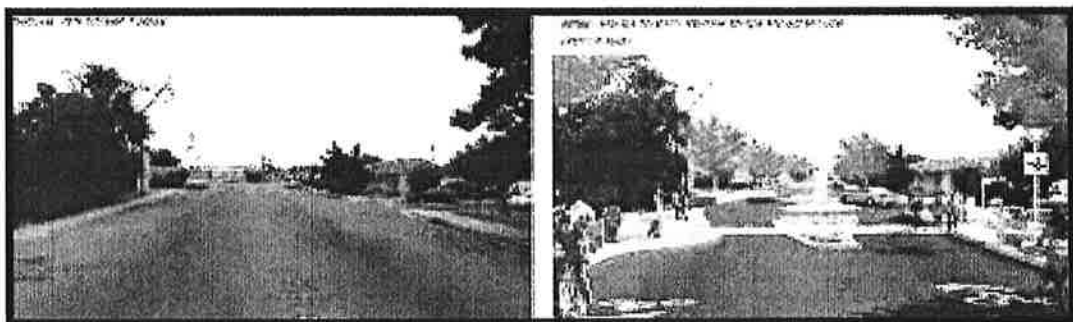
Flush Bump Out



Flush Intersection

Flush Median

Warning Patch



Comprehensive Vision



Bike Lane



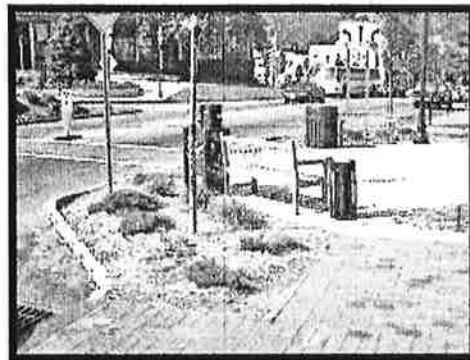
Entry Treatment



Street Trees



Traffic Circle



Street Furniture