



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, May 4, 2022,
Immediately Following the
Special Call

Community Redevelopment Agency Meeting,
Commission Chamber, Town Hall
535 Park Avenue, Lake Park, FL 33403

| | | |
|---|---|----------------------|
| Michael O'Rourke | — | Mayor |
| Kimberly Glas-Castro | — | Vice-Mayor |
| John Linden | — | Commissioner |
| Roger Michaud | — | Commissioner |
| Mary Beth Taylor | — | 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:**

1. Proclamation – National Public Works Week May 15-21, 2022

Tab 1

D. **PUBLIC COMMENT:**

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

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

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

2. April 20, 2022 Regular Commission Meeting Minutes. Tab 2

3. Proclamation- Florida Water Reuse Week May 15-21, 2022. Tab 3

4. Request to Authorize the Town Manager to Accept a Proposal from Raftelis Financial Consultants, Inc., (Consultant) for the Provision of Utility Rate and Financial Consulting Services, per the Pricing, Terms, and Conditions of Martin County/Consultant's Agreement NO. RFP2021-3343 (Cooperative Purchase).

Tab 4

5. Resolution 27-05-22 Authorizing and Directing the Mayor to Execute an Agreement with Raftelis Financial Consultants, Inc., for the Provision of Utility Rate and Financial Consulting Services, per the Pricing Terms, and Conditions of Martin County/Consultant's Agreement Number Request for Proposal 2021-3343 (Cooperative Purchase).

Tab 5

6. Request to Authorize the Town Manager to Encumber and Disburse Payment to Southern Sewer Equipment Sales for Goods and Services Associated with Repairs to Stormwater Vacuum Equipment No. 52.

Tab 6

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

7. Ordinance 02-2022 Homestead Exemption for the Owners of Residential Property, Persons 65 Years of Age and Older Provided the Owners Annual Income does not exceed the Maximum Income Established in the Law.

Tab 7

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING A HOMESTEAD EXEMPTION IN ACCORDANCE WITH SECTION 196.075 FLORIDA STATUTES TO BE INCLUDED IN THE TAX BILLS FOR THE OWNERS OF RESIDENTIAL PROPERTIES IN THE TOWN WHO ARE PERSONS 65 YEARS AND OLDER PROVIDED THE OWNERS ANNUAL INCOME DOES NOT EXCEED THE MAXIMUM INCOME ESTABLISHED IN THE LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

None

- H. **NEW BUSINESS:**
8. A Request from Bridges at Lake Park Regarding Requests for Haitian Flag Day Event in Kelsey Park. Tab 8
- 8a. A Request from Faith-Based Academy of Patriots Returning to Eden regarding the proposed Celebration of Haitian Flag Day in Bert Bostrom Park. Tab 8a
9. Resolution 28-05-22 for Approval of the Interlocal Agreement between the Town of Lake Park and the Village of North Palm Beach for the 2022 Summer Camp Program. Tab 9
10. Park Avenue Extension Road Update and Selection of Alternate Alignment Options. Tab 10
- 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 May 18, 2022

Special Presentations /Reports

TAB 1



Town of Lake Park Town Commission

Agenda Request Form


Meeting Date: May 4, 2022


Agenda Item No. Tab 1

Agenda Title: Proclamation Declaring May 15, 2022 through May 21, 2022 as National Public Works Week in the Town of Lake Park, Florida.

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

Approved by Town Manager  Date: 4-20-22

 Roberto F. Travieso/Public Works Director
Name/Title

| | | |
|---|--|---|
| Originating Department: Public Works | Costs: \$0.00 Funding Source: N/A Acct. # <input type="checkbox"/> Finance _____ | Attachment: Proclamation |
| Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes, I have notified everyone _____ OR Not applicable in this case <u></u> Please initial one. |

Summary Explanation/Background:

The American Public Works Association has announced that the 62nd celebration of National Public Works Week is scheduled for May 15 through May 21, 2022. The proposed Proclamation acknowledges the critical role public works professionals performed every day to deliver vital services and improve quality of life standards for our community.

Employees representing each operational division from the Town's Department of Public Works will be present to receive the Proclamation during this meeting of the Town Commission.

Recommended Motion: There is no motion required for this item.

Proclamation in Honor of National Public Works Week

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, safety and well-being of the people of our communities; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, the health, safety, comfort and quality of life of the community of the Town of Lake Park greatly depend upon the services provided by employees of our Public Works Department, whose dedication and effective delivery of public services we honor; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Lake Park, Florida to gain knowledge of and to maintain a progressive interest in and understanding of the importance of public works and public works programs in their community; and

WHEREAS, the year 2022 marks the 62nd celebration of National Public Works Week sponsored by the American Public Works Association and the Canadian Public Works Association, and the Town of Lake Park wishes to take this opportunity to express its appreciation of the efforts of the Lake Park Department of Public Works.

NOW, THEREFORE, I, Michael O'Rourke, Mayor of The Town of Lake Park, do hereby proclaim the week of May 15 through May 21, 2022 as:

National Public Works Week

I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works personnel make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 4th day of May, 2022.

By: _____
Mayor Michael O'Rourke

Attest: _____
Vivian Mendez, Town Clerk

Consent Agenda

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 4, 2022

Agenda Item No. Tab 2

Agenda Title: April 20, 2022 Regular Commission Meeting Minutes.

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

Approved by ^{ACTION} Town Manager *Barbara McKeithen* Date: 4/24/2022

Shaquita Edwards, Deputy Town Clerk, MPA, MMC S.E. 4/21/22

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-D" |
| Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone _____ OR Not applicable in this case <u>S.E.</u> Please initial one. |

Recommended Motion: I move to approve the April 20, 2022 Regular Commission Meeting Minutes.



**Minutes
Town of Lake Park, Florida
Attorney-Client Session and
Regular Commission Meeting
Wednesday, April 20, 2022 6:00 PM
Town Hall Commission Chamber,
535 Park Avenue, Lake Park, Florida 33403**

The Town Commission met for the purpose of an Attorney-Client Session and Regular Commission Meeting on Wednesday, April 20, 2022 at 6:17 p.m. Present were Mayor Michael O'Rourke, Commissioners John Linden, Roger Michaud, and Mary Beth Taylor, Town Manager John D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez. Vice-Mayor Kimberly Glas-Castro participated via Zoom.

Town Clerk Mendez performed the roll call and Grant Writer/Public Information Officer Merrell Angstreich led the pledge of allegiance.

Mayor O'Rourke announced the following:

THE TOWN COMMISSION WILL RECESS TO A PRIVATE ATTORNEY-CLIENT SESSION PERTAINING TO THE PETITION FILED BY PALM BEACH COUNTY WITH THE DIVISION OF ADMINISTRATIVE HEARINGS CHALLENGING THE TOWN'S ADOPTION OF AN AMENDMENT TO IT'S COMPREHENSIVE PLAN. THE ATTORNEY-CLIENT MEETING WILL BE ATTENDED BY: MAYOR MICHAEL O'ROURKE, VICE-MAYOR KIMBERLY GLAS-CASTRO, COMMISSIONERS JOHN LINDEN, ROGER MICHAUD AND MARY BETH TAYLOR, TOWN ATTORNEYS THOMAS J. BAIRD AND TOWN MANAGER JOHN D'AGOSTINO. THE ATTORNEY-CLIENT MEETING IS ANTICIPATED TO LAST UP TO ONE HOUR.

AT THE CONCLUSION OF THE PRIVATE ATTORNEY - CLIENT SESSION, THE COMMISSION WILL RE-CONVENE ITS REGULAR COMMISSION MEETING.

The Commission recessed at 6:18 P.M.
The Commission reconvened at 7:07 P.M.

SPECIAL PRESENTATION/REPORT:

- 1. Presentation of the National League of Cities Diversity Award to the Town of Lake Park Diversity and Inclusion Council.**

Commissioner Linden acknowledged Mr. H. Ben Frazier for founding the Lake Park Diversity and Inclusion Council in 2017. He welcomed the Members of the Diversity and Inclusion Council to approach the Dais for recognition. Commissioner Linden presented the National League of Cities Diversity Award to the Town of Lake Park Diversity and Inclusion Council.

PUBLIC COMMENTS:

Mary Jane Zapp commented in support of the Town of Lake Park Diversity and Inclusion Council. She announced that two Board Members of the Artists of Palm Beach County also served as Members of the Diversity and Inclusion Council.

Jon Buechele provided comments in support of the current Tennis Center and Pickleball activities led by Eric AH-Yuen.

CONSENT AGENDA

- 2. April 6, 2022 Regular Commission Meeting Minutes.**
- 3. Resolution 25-04-22 Authorizing and Directing the Mayor to Execute an Agreement with Spatco Energy Solutions, LLC for the Replacement of Fuel Dispensers and Related Equipment at Lake Park Harbor Marina.**
- 4. Resolution 22-04-22 Authorizing and Directing the Mayor to Execute a Contract with Regal Contractors, Inc. to Furnish Labor, Materials, and Equipment Associated with the Implantation of the Lake Shore Park Playground Expansion Project, Per Invitation to Bid 101-2022.**
- 5. Proclamation Recognizing April 29, 2022 as National Arbor Day.**
- 6. Distribution of the Town Manager Performance Evaluation Form to the Town Commission.**

Motion: Commissioner Michaud moved to approve the consent agenda; Commissioner Taylor seconded the motion.

Vote on Motion:

| Commission Member | Aye | Nay | Other |
|------------------------|-----|-----|----------|
| Commissioner Linden | X | | |
| Commissioner Michaud | X | | |
| Commissioner Taylor | X | | |
| Vice-Mayor Glas-Castro | | | Via Zoom |
| Mayor O'Rourke | X | | |

Motion passed 5-0.

BOARD MEMBERSHIP NOMINATION:

7. Nomination of Jon Buechele for Reappointment to the Planning & Zoning Board As a Regular Member.

Motion: Commissioner Linden Nominated Jon Buechele for reappointment to the Planning & Zoning Board; Commissioner Michaud seconded the nomination.

Vote on Motion:

| Commission Member | Aye | Nay | Other |
|------------------------|-----|-----|----------|
| Commissioner Linden | X | | |
| Commissioner Michaud | X | | |
| Commissioner Taylor | X | | |
| Vice-Mayor Glas-Castro | | | Via Zoom |
| Mayor O'Rourke | X | | |

Motion passed 5-0.

PUBLIC HEARING – ORDINANCE ON FIRST HEARING:

None

PUBLIC HEARING – ORDINANCE ON SECOND HEARING:

8. Ordinance 01-2022 of the Town Commission of the Town of Lake Park, Florida, Amending Section 78-66 of Chapter 78, Article III, Section 78-66 Pertaining to the R-Residence Zoning District to Reference Townhouses; Providing for Severability; Providing for Codification; Providing for Repeal of All Laws in Conflict; and Providing for an Effective Date.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-66 OF CHAPTER 78, ARTICLE III, SECTION 78-66 PERTAINING TO THE R-2 RESIDENTIAL ZONING DISTRICT TO INCLUDE PROVISIONS RELATED TO TOWNHOUSES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager D’Agostino explained the item.

Motion: Commissioner Linden moved to approve Ordinance 01-2022 on second reading; Commissioner Taylor seconded the motion.

Vote on Motion:

| Commission Member | Aye | Nay | Other |
|------------------------|-----|-----|----------|
| Commissioner Linden | X | | |
| Commissioner Michaud | X | | |
| Commissioner Taylor | X | | |
| Vice-Mayor Glas-Castro | | | Via Zoom |
| Mayor O’Rourke | X | | |

Motion passed 5-0.

Attorney Baird read the Ordinance by title only.

OLD BUSINESS:

9. Town Manager’s Evaluation

Town Manager D’Agostino explained the item. He suggested that the category of “Financial Management” previously assigned to former Commissioner Flaherty be reassigned to Commissioner Taylor. Commissioner Linden requested a copy of the original list of assigned categories for each Commissioner.

NEW BUSINESS:

10. Centennial Celebration Committee Monthly Meeting Date

Town Manager D’Agostino explained the item. Town Clerk Mendez announced that Mayor O’Rourke, Commissioners: Linden, Michaud and Taylor expressed an interest in serving on the Centennial Celebration Committee. The Commission selected Tuesday,

May 3, 2022 6:30 p.m. as the first meeting date for the Centennial Celebration Committee.

11. Master Permit Fee Discussion

Town Manager D'Agostino announced that he had retained Legal Counsel for himself and Department Heads with the use of his personal funds. Attorney Robert Fernandez, Managing Partner of RHF Law Firm located at 2600 S. Douglas Road, Suite 305, Coral Gables, Florida, introduced himself to the Commission.

Attorney Baird provided a memorandum to the Commission (see Exhibit "A"). He referred to the copy of an email within Exhibit "A", and explained that he believed Town Manager D'Agostino did not agree with his opinion regarding House Bill 127. He believed Town Manager D'Agostino preferred to retain an Attorney from Jones Foster who would provide a different opinion. He was uncertain as to why Town Manager D'Agostino retained Legal Counsel; and that he would be happy to meet with Town Manager D'Agostino and his Attorney.

Town Manager D'Agostino announced that Attorney Baird could not interpret his feelings via email. He explained that he agreed with the opinion provide by Attorney Baird and announced that it took two-years to receive the written opinion. He explained that Attorney Baird refers to the Commission as his Client, and does not provide timely information and responses to Town Staff. He explained that there was an issue with communication. He announced that Nautilus 220 paid Two Million Dollars in permit fees to the Town of Lake Park, and a portion of funds would need to be returned due to the lack of a timely written opinion of Attorney Baird.

Attorney Baird referred to Exhibit "A"; announced that his opinion was rendered two-years ago and read the bolded text of paragraph three. Mayor O'Rourke questioned the original date of his opinion. Attorney Baird announced that his opinion was provided in an email to Community Development Director Nadia DiTommaso on July 21, 2020. He announced that clarification of his opinion was not requested until 2022.

Town Manager D'Agostino reiterated that there was a need for better communication. Attorney Baird reiterated that follow-up for clarification should have been requested.

Vice-Mayor Glas-Castro suggested that email communications between Town Manager D'Agostino and Town Attorney Baird was inadequate. She also suggested that Town Manager D'Agostino and Town Attorney Baird conduct weekly face-to-face meetings to circumvent miscommunication. She explained that the issue is between the Town Manager and Town Attorney and should not have come before the Commission. Mayor O'Rourke and Commissioner Michaud commented in agreement with Vice-Mayor Glas-Castro. Commissioner Taylor questioned if the original opinion was correct. Attorney Baird explained that he believed it was correct. Commissioner Linden had no comments.

Town Manager D'Agostino provided a copy of Parameters of Engagement between the Town Manager, Staff, and the Town Attorney (see Exhibit "B"). Commissioner Linden referred to the email with Exhibit "A" and explained that he was uncertain if face-to face

communications between the Town Manager and Town Attorney would be the solution. Attorney Baird announced that he would provide a written response to the “Parameters of Engagement between the Town Manager, Staff, and the Town Attorney” for examination by Attorney Robert Fernandez.

Mayor O’Rourke thanked Town Manager D’Agostino and Town Attorney Baird for their comments. He explained that the Commission does not desire to micromanage the relationship or communications between the Town Manager and Town Attorney. He announced that he looked forward to improved communication between the gentlemen.

Commissioner Linden expressed concern regarding Town Manager D’Agostino’s decision to retain Legal Counsel. Mayor O’Rourke reiterated that he looked forward to improved communication. Attorney Baird requested the permission to communicate directly with Town Manager D’Agostino. Attorney Fernandez granted permission to Attorney Baird to communicate directly with his client, John O. D’Agostino. Attorney Fernandez announced that he was not present to engage in legal disagreements; he was present to assist Town Manager D’Agostino in his request for better communication.

12. Resolution 26-04-22 Fiscal Year End 2021/2022 Budget Adjustment to Include American Rescue Plan Expenditures.

Town Manager D’Agostino read the item for the record (see Exhibit “C”). Commissioner Michaud asked for clarification of the expenditure of \$3,209.96 to Verizon Wireless for Samsung Galaxy Tablets for the Public Works Department. Town Manager D’Agostino clarified that the purchase of the Tablets included subscription costs with Verizon Wireless. He announced that he anticipated staff’s utilization of Town-wide Wi-Fi. Commissioner Michaud and Mayor O’Rourke commented in support of transition to Tyler Technology Software. Commissioner Michaud suggested the collaboration between the Town of Lake Park and municipalities with Tyler Technology Software for the sharing of information.

Commissioner Linden questioned the deadline to expend all funds. Finance Director Lourdes Cariseo explained that the deadline was December 2024; she explained that funds must be appropriated, not necessarily expended. She announced that the first reporting deadline for small municipalities was April 30, 2022. Commissioner Linden announced that he calculated deficit of \$400-\$500k; he suggested that the figures appeared inflated. Town Manager D’Agostino and Finance Director Cariseo clarified that the figures were estimates. Commissioner Linden expressed concerns regarding the anticipated expenditure of \$350k for Tyler Technology Software and questioned the annual costs. Town Manager D’Agostino explained that the annual costs would be \$93k. Finance Director Cariseo explained that the Town currently expends funds for different software subscriptions. Commissioner Linden expressed concerns with the utilization of one-time use revenue and the acquisition of annual expenses. He expressed concerns regarding the Security Improvements section; he suggested that an explanation be provided to support the reported figures. He asked for clarification of Town-wide Wi-Fi utilization. Town Manager D’Agostino explained that the Town-wide Wi-Fi would be available to the Town Park systems and common areas, but would not penetrate a resident’s home. Commissioner Linden questioned if the Wi-Fi connection would be

unsecure. Information Technology Director Paul McGuinness explained that the Wi-Fi connection would be open to the public; therefore, user authentication would not be required. He explained that the Town-wide Wi-Fi would not interfere with Town Buildings servers and production systems.

Vice-Mayor Glas-Castro expressed concerns with approving the budget amendment to fund initiatives that were not previously discussed (Tyler Technologies, and Code Overhaul). She agreed that ARPA funds were a good solution for funding projects like the Town Hall roof and generators. She felt that some of the items on the list would be considered “wish list” projects that were being presented for the first time. She asked if the on-going projects that were already initiated, which are shown as incumbent funds, if those funds were not already spent. If staff was proposing to shift ARPA funding to cover those projects, what becomes of the funds that were already budgeted for those projects. She used the mobility plan as an example of a project they were moving forward with using the funds. She asked what becomes of the funds. She recapped that there were new projects that had not been previously discussed that she would like to receive additional information on. She mentioned that there were other things, like deferred maintenance projects, that need to be addressed with a funding source that they do not have. She explained that because it was a mix of funding sources she did not know if it was appropriate for it to be all included in this budget amendment for this fiscal year. According to the budget amendment these projects would be completed by the end of this fiscal year, which was unrealistic to complete all these projects. Mayor O’Rourke agreed that additional discussion was necessary for new items. Vice-Mayor Glas-Castro explained that ARPA funds do not have to be allocated until December of 2024 and spent until December of 2026. She stated that there was no reason to make a decision on items presented for the first time. Town Manager D’Agostino explained that the budget amendment did not have to be approved. He agreed that explanation of the new items needed to be provided to the Commission. Per Consensus, the Commission directed Town Manager D’Agostino to present a detailed Budget Adjustment to Include American Rescue Plan Expenditures at a future Regular Commission Meeting. Commissioner Linden asked for clarification of the expenditure for Boom Lift Trucks; Public Works Operations Manager Dwayne Bell clarified that the Boom Lift Trucks figures were estimates for three divisions within the Public Works Departments. Commissioner Taylor suggested a list of essentials, operative needs and a wish list be provided. Mayor O’Rourke reiterated that the item would appear on a future Regular Commission Meeting Agenda.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird provided an update on the Palm Beach County Plan Amendment Challenge to the Town of Lake Park Comprehensive Plan. He requested a motion to authorize him to enter into a settlement agreement with Palm Beach County to resolve the pending petition.

Motion: Commissioner Linden moved to authorize Attorney Baird to enter into a settlement agreement with Palm Beach County to resolve the pending petition; Commissioner Michaud seconded the motion.

Vote on Motion:

| Commission Member | Aye | Nay | Other |
|------------------------|-----|-----|----------|
| Commissioner Linden | X | | |
| Commissioner Michaud | X | | |
| Commissioner Taylor | X | | |
| Vice-Mayor Glas-Castro | | | Via Zoom |
| Mayor O'Rourke | X | | |

Motion passed 5-0.

Town Manager D'Agostino announced comments within Exhibit "D".

Commissioner Linden asked for clarification of the \$8,750.00 cost for the Community Charrette. Community Development Director Nadia DiTommaso announced that a breakdown explanation of cost would be forwarded to the Commission. He announced that he enjoyed the Rust Market and Car Show. He questioned if the Town of Lake Park planned to host a Veteran's Day Parade. Special Events Director Riunite Franks announced that the Town planned to host a Veteran's Day Parade.

Commissioner Michaud announced that he enjoyed the Rust Market, Car Show, and the Easter Eggstravaganza. He recognized the Special Events and Public Works Departments for a successful event. He announced the Annual Haitian Flag Day would be held on May 14, 2022, 3:30 p.m.-8:30 p.m. Faith Based Academy of Patriots Returning to Eden would host the event. He announced that PBSO Captain Thomas Gendreau requested his participation in the North Regional Bureau Advisory Board. He announced the Board acts a liaison to Palm Beach Sheriff's Office (PBSO) and that he was happy to represent the Town of Lake Park. He announced that PBSO planned to acquire body cameras for officers.

Commissioner Taylor questioned how the Town would provide notice of the WGI, Inc. Community Outreach. Community Development Director DiTommaso announced that WGI, Inc. would prepare paper copies of the timeline, flyer, and questionnaire. She announced that she had initiated email communication with Lake Park Elementary School, and the three churches in Town. She explained that WGI, Inc. would follow-up with Lake Park Elementary School and the Churches for distribution and collection of the questionnaires. She announced that direct mailers would be sent to all residents in the Town of Lake Park.

Vice-Mayor Glas-Castro thanked staff for organizing the Easter Eggstravaganza.

Mayor O'Rourke expressed gratitude to Special Events Director Riunite Franks and the Special Events Department for organizing the Easter Eggstravaganza and Sunset Celebration.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Taylor and seconded by Commissioner Linden, and by unanimous vote, the meeting adjourned at 9:47 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, S. Edwards, MPA, MMC

Town Seal

Approved on this _____ of _____, 2022



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 4/20/22

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

Name: [Handwritten Name]

Address: [Handwritten Address]

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

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

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

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





TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 4-20-22

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

Name: John Buerholz

Address: 574 Forest Dr. Lake Park, FL

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):
Ann's Cafe / Rollball

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.

2

Exhibit "A"

J O N E S
F O S T E R

Memo

To: Mayor & Commission
From: Thomas J. Baird, Town Attorney
Date: April 20, 2022
Subject: Agenda Item Tab 11 - Master Permit Fee

I am addressing the above referenced agenda item and the materials distributed as part of that item. The documents included as part of the ARF are described as background information leading up to my opinion regarding the use of Master Permit Fee funds in accordance with state legislation, House Bill 127.

The first document is something that appears to have been produced by staff which contains note entries between July 20-22, 2020. These notes are actually excerpts from emails that were exchanged between staff. I did not participate in that discussion. The 7th note is an excerpt of an email from Nadia to Bambi, John and Lourdes and references the preceding notes. She also attached HB 127 and references **permit fees**. In that email, states: "Given ... **the anticipated Nautilus permit revenue**" of close to \$2 million ... [for] a determination on House Bill 127 as it relates to the associated 'reasonable' expenditures it can be used to offset is required. As you know, it was anticipated to use the Nautilus revenue towards one-time expenditures to fund needed initiatives across all Departments in the general fund." Nadia's statement "As you know" is incorrect. I did not know that staff had "anticipated" that building permit revenue from Nautilus could be used to fund one-time expenditures in the general fund. If staff "anticipated or assumed that funds could be used to offset deficits in the general fund, this "anticipation" or assumption was incorrect.

In my response to Nadia's email (7th note), I advised her that I was uncertain what advice she was requesting. However, I did review HB 127, and noted that it was amending Fla. Stat. § 553.80(8) concerning building permit fees. Having read HB 127 within the context of the statute, it was obvious that the context of HB127 had to do with amending the Florida Building Code statute. Consequently, with respect to how the "Master Development Fees" from Nautilus, could legally be expended, I responded: **"I'm not sure what opinion you are requesting. This is my understanding of the legislation as it relates to Nautilus [building permit fees]. At such time that Nautilus begins requesting building permits, the Town's charges for the review of plans and inspections related to the building permits issued must directly relate to the Town's costs of reviewing the plans, permits and doing the inspections."**

E S T .
1 9 2 4

This response correctly advised Nadia, that the “anticipation” or assumption by staff that Nautilus building permit fee revenue could be used for “needed initiatives across all Departments in the general fund” was incorrect. I advised her that the Nautilus building permit revenue can only be used for building services.

The change in HB 127 had to do with reporting requirements to ensure that building permit fees were being spent on building services. Given that HB 127 was amending § 553.80 (provisions in the Florida Building Code), my response to Nadia’s “request” of the impact of HB 127 correctly advised her that the Nautilus fees could not be expended on general government services or to supplement the General Fund.

Apparently, staff either misinterpreted my response, or is not familiar with the provisions of Fla. Stat. § 553.80, or both. The Town Manager proceed with a budget adjustment agenda item which relied on Nautilus permit fees to address a variety of initiatives across Departments by proposing to transfer Nautilus permit fees to the General fund. At the commission meeting, he advised the commission that staff had received an opinion from me that this was legal. I replied if that was the case I was not aware of such an opinion. Nadia was called up by the Town Manager and she indicated she could not recall. Following the meeting, my email response, as discussed above was identified as my “opinion.” As you can see, my email explained that the application of Nautilus building permit fees to support the proposed budget adjustment was not legal.

Following this meeting, I authored a formal memo, dated February 24, 2022. I opined that using building permit revenue to support or supplement general fund services is prohibited. I explained that pursuant to Fla. Stat. § 553.80(7)(a), the building permit fees from Nautilus can only be used to defer the costs of inspection and enforcement of the Florida Building Code. Furthermore, the statute clearly articulates that the building fees cannot be used for “Planning and zoning or other general government activities”

In response to my opinion, the Town Manager fired off an email stating: “We will return the funds to Nautilus. This made no sense because the funds were properly collected and could be maintained by the Town; however they must be expended for building services and cannot be used to support the general fund. Next, the Town Manager took aim at me with made unprofessional and derogatory remarks about me in an email (attached) he directed to “Janet Perry; Peter Baytarian; Larry Zabik; and Don Delaney. He copied me, my secretary and the commission. He stated: “It is time for staff to find an attorney in your office that we can rely upon for the correct information we seek.” Of course, what he really means is that he wants to have an attorney from my office provide him with legal opinions with which he agrees.

Green, Marilyn R.

From: John D'Agostino <jD'Agostino@lakeparkflorida.gov>
Sent: Friday, February 25, 2022 9:36 AM
To: Janet Perry; Peter Baytarian; Larry Zabik; Don Delaney
Cc: Commission; Nadia DiTommaso; Baird, Thomas J.; Green, Marilyn R.
Subject: Re: Use of Master Development Fees collected from Nautilus
Attachments: image002.png; 2504999.pdf

EXTERNAL EMAIL - This Message originated outside your organization. DO NOT click any links before verifying the email is safe.

We will return the funds to Nautilus. It is time for staff to find an attorney in your office that we can rely upon for the correct information we seek. Your cover in your explanation is quite good but you have never worked for staff and often times you have never supported staff by providing what we need to run the day-to-day operations of the town. Your initial email was wholly inadequate. This item will be on the agenda to discuss with the Commission the need for staff to be better represented legally so we are not revisiting issues like this in the future. If the Commission doesn't support this initiative then we can not function properly administratively. Once again Tom, I am extremely disappointed in your service to staff and we now find ourselves in a situation whereby the funds need to be return. A great disservice to the Town. We pay you 250.00 per hour. You have repeatedly said you work for the Commission. It is high time we have the legal support we needs to rein the Town. We should have never been put in this situation. My ability to trust you in the future is irreparable.

John D'Agostino
Town Manager, Town of Lake Park Florida

On Feb 24, 2022, at 1:35 PM, Janet Perry <jperry@lakeparkflorida.gov> wrote:

Good Afternoon,
The email below and attachment are being forwarded to you as requested by the Town Attorney.

Janet Perry, A.P.C.

Executive Assistant to the Town Manager

Office of the Town Manager

TOWN OF LAKE PARK

535 Park Avenue

Lake Park, FL 33403

561-881-3304

561-881-3314 (fax)

www.lakeparkflorida.gov

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

Exhibit "B"

Parameters of Engagement between the Town Manager, Staff and the Town Attorney

Commission meeting April 20, 2022

In an attempt to create a better effective line of communication between the Town Attorney, myself and Staff, I have outlined below what I believe is necessary for the parameters of engagement for effective communication between the Manager, Staff and Town Attorney.

- **Communications:** The Town Manager and Staff have a reasonable expectation that all written communication will address the needs of the requesting department head. The Town Attorney must acknowledge all requests for information in the form of an email to the requestor with a copy to the Town Manager. With regard to upcoming agenda items, the requesting department head must advise the Town Attorney of the meeting agenda on which the item will appear as well as the Clerk's Office submittal deadline for such items. The Town Attorney must acknowledge in writing to the requestor the proposed time-line for completing the requested work. For other time-sensitive matters, the requesting department head shall provide the Town Attorney with an expectation of when his feedback or requested information is required and if there is a difference in the expected time, both the Town Attorney and the requesting department head must work out an agreed upon timeline. Such agreed upon timelines will be copied to the Town Manager at the time the request is made.
- For time sensitive matters, the Town Attorney and requesting department head must agree upon the time-line in advance before any legal work is started. If the time-line cannot be met for whatever reason, the Town Attorney must request a time extension in writing to the requesting department head with a copy to the Town Manager. The time extension must be reasonable and agreed upon by the Town Attorney and the requesting department director. The Director of Information Technology will archive all such communications in the Town's Email system between the Town Attorney and all staff. The Manager and the Town Attorney will have access to this information as necessary. The archived information will have a separate folder and accessible to the Town Manager and Department Heads. Also, such information at the request of the Town Attorney will be shared with him.

The following should represent agreed upon timelines for the Town Attorney:

- For non-emergency requests, a three-day response for less complicated opinions (opinions requiring less than 12 hours of research) seem reasonable, extending the time period by 24 hours for complicated opinions (legal research taking between 13 hours and two days).
- For emergency requests for all written opinions, a maximum of a 24-hour response is acceptable.
- The Town Attorney must return phone calls from staff within on the same business day unless the call is of an urgent matter, at which point the Town Attorney will make every effort to return such calls within 4 hours of receiving the call.
- Email responses for legal opinions will not be accepted.

- Unless the availability of the Town Attorney is restricted due to vacation, court appearances or depositions, the Town Attorney must inform the Town Manager and the requesting department head of such time constraints and work out an alternate time line that is acceptable to both the requesting department head and the Town Attorney in writing with a carbon copy to the Town Manager
- Email responses to requested legal opinions are no longer acceptable to staff and the Town Manager.
- All written Legal Opinions will be in a format customarily approved and accepted by the Town and the Town Attorney.

The Town Manager will request a standard weekly meeting time and date with the Town Attorney to review all legal matters requested by staff. The purpose of such a meeting will be to create an open line of communication for all legal matters that affect the Town. This time-period will also provide the Town Attorney with the Town Manager's input on such matters. If difficulties arise between the Town Attorney and staff, either the Town Attorney or the Department Head must inform the Town Manager of the matter. The Town Manager as the Chief Administrative Officer will address such matters directly with the Department Head or the Town Attorney and resolve the matter in a timely manner.

Finally, the Town Manager is requesting that if the Town Commission and the Town Attorney agree to the Parameters of Engagement between the Town Manager, staff and the Town Attorney as outlined herein, that the Commission vote to amend the Town Attorney's contract to include the agreed upon Parameters of Engagement. The Terms of Engagement will be given to the Town Commission and the Town Attorney on Tuesday Morning prior to the Wednesday Meeting for review and discussion at the Regular Commission Meeting of Wednesday, April 20, 2022.

Exhibit "C"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 4/20/2022

Agenda Item No.

Agenda Title: FISCAL YEAR END 2021/2022 BUDGET ADJUSTMENTS TO INCLUDE AMERICAN RESCUE PLAN EXPENDITURES

- Special presentation/reports, Board appointment, Public hearing ordinance on reading, New business, Other.

Approved by Town Manager [Signature] Date: 4/13/2022

Lourdes Cariseo Finance Director Name/Title

Table with 3 columns: Originating Department (FINANCE), Costs (Budget Adjustments, ARPA FUNDS), Attachments (Resolution, Attachment "A"), Advertised (Not Required), and notification status.

Summary Explanation/Background:

The U.S. Treasury issued the American Rescue Plan Final Rule on January 6, 2022. The final rule allows the Town to use a standard deduction allowance of up to \$10 million dollars in aggregate, not to exceed their award amount during the program.

The Town received \$2,142,652 in 2021 and is due to receive the balance of \$2,142,652 in September 2022. Attachment "A" reflects the expenditures requested through April 12, 2022.

Recommended Motion:

I move to adopt Resolution 26-04-22.

The staff recommends adjusting the following expenditure items:

RESOLUTION 26-04-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2021-2022 AS PREVIOUSLY ADOPTED BY RESOLUTION NO. 58-09-21; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2021 and ending September 30, 2022; and

WHEREAS, at the time of its adoption, the budget properly reflected expected revenues and appropriations; and

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 57-09-21 a final millage rate for the Fiscal Year 2021-2022; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2021-2022, which was adopted by Resolution No. 58-09-21.

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

Section 1. The whereas clauses are true and correct and are supported herein.

Section 2. An amended budget of the Town of Lake Park General Fund is hereby approved and adopted as set forth in the attached Attachment "A". An amended budget of the Town of Lake Park Marina Fund is hereby approved and adopted as set forth in the attached Attachment "A". An amended budget for the Town of Lake Park General Fund, Stormwater Fund, Streets and Roads Fund and Sanitation Fund is hereby approved and adopted as set forth in the attached Attachment "A".

Section 3. The Annual Budget establishes limitations on expenditures by fund and by department within funds, and the total appropriation of each fund may not be increased or decreased without specific authorization by a duly enacted resolution effecting such amendment or transfer. However, specific activity and department amounts may be exceeded upon authorization of the Town Manager so long as excesses exist in other activities within said fund budget. Notwithstanding the forgoing, the Town Commission shall approve by resolution the transfer of all appropriations in excess of \$10,000 and all transfers from the Town's Unassigned Fund Balance Account or the Town's Contingency Account.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent

jurisdiction, such portion shall deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This resolution shall take effect immediately upon adoption.

Town of Lake Park
American Rescue Plan

Attachment "A"

| | | |
|--|-----------------------|-------------|
| Award #1 FY 20/21 | \$2,142,652.00 | 165-223.000 |
| Award #2 FY 21/22 | \$2,142,652.00 | 165-223.000 |
| Total Award for Town of Lake Park | <u>\$4,285,304.00</u> | |

| Project | Amount | Description |
|---------------------------------------|---------------------|---|
| Stormwater | | |
| Account # 402-52700 | | |
| WRMA | \$29,280.00 | 2nd Street Roadside Bioswale Design |
| WRMA | \$7,420.00 | 2nd Street Roadside Bioswale Design |
| Seacoast Utilities | \$60,121.50 | Water Meter 601 Federal Hwy |
| Total | <u>\$96,821.50</u> | |
| Encumbered Funds not yet spent | | |
| WRMA | \$18,300.00 | 2nd Street Roadside Bioswale Design |
| Flotech Environmental | | Removed - billable to LSD grant contingency |
| Total Encumbered Funds | <u>\$18,300.00</u> | |
| Total Stormwater | <u>\$115,121.50</u> | |
| Mobility | | |
| Account # 900-52700 | | |
| Nue Urban Concept | \$24,850.00 | Mobility Plan & Fee Ordinance Planning |
| Nue Urban Concept | \$30,450.00 | Mobility Plan & Fee Ordinance Planning |
| Total | <u>\$30,450.00</u> | |
| Anticipated Expenditures | | |
| Nue Urban Concept | \$164,840.00 | Mobility Plan & Fee Ordinance Planning |
| Total Mobility | <u>\$195,290.00</u> | |
| Technology Improvements | | |
| Account # 900-52700 | | |
| KDT Solutions | \$3,600.43 | PW Server |
| KDT Solutions | \$1,200.00 | PW Server |
| MCCI | \$912.50 | Web Link Portal |
| Dell Marketing | \$24,343.06 | Desktop Computer Replacements |
| Dell Marketing | \$8,975.48 | Laptop Computer Replacements |
| Verizon Wireless | \$3,209.96 | Samsung Galaxy Tablets for PW |
| DocuSign | \$26,620.00 | E-Signature Plus Support & Implementation |
| Total | <u>\$68,861.43</u> | |

Encumbered Funds not yet spent

| | | |
|-------------------------------|---------------------|--------------------------------------|
| Professional Video Repair | \$60,000.00 | Install & CM of Audio/Video for Comm |
| KDT Solutions | \$62,827.96 | Server & Install for TH & Marina |
| Total Encumbered Funds | <u>\$122,827.96</u> | |

Anticipated Expenditures

| | | |
|---|---------------------|-----------------------|
| Tyler Software (All Town applications) One ti | \$350,000.00 | All Town Applications |
| Total Technology Improvements | <u>\$541,689.39</u> | |

Security Improvements

Account # 900-52700

| | | |
|-----------------------|--------------------|---|
| Continental Computers | \$669.81 | Marina/Silver Bch & Congress Surveillance Cabinet |
| Continental Computers | \$223.27 | Town Hall Surveillance Cabinet |
| Continental Computers | \$5,715.39 | Security Cameras multiple locations |
| Continental Computers | \$3,677.28 | Security Cameras multiple locations |
| Continental Computers | \$695.54 | Security Cameras multiple locations |
| Continental Computers | \$2,600.61 | Security Cameras multiple locations |
| Continental Computers | \$766.67 | Security Cameras multiple locations |
| Continental Computers | \$158.85 | Security Cameras multiple locations |
| Continental Computers | \$490.68 | Security Cameras multiple locations |
| Continental Computers | \$347.77 | Security Cameras multiple locations |
| Continental Computers | \$246.51 | Security Cameras multiple locations |
| Continental Computers | \$2,783.82 | Security Cameras multiple locations |
| Amazon Capital | \$1,599.90 | Battery Chargers for Cameras |
| Continental Computers | \$1,474.97 | Security Cameras multiple locations |
| West Networks | \$2,984.60 | PBSO Monitored Security Camera |
| Total | <u>\$24,435.67</u> | |

Encumbered Funds not yet spent

| | | |
|-------------------------------|--------------------|-------------------------------------|
| Continental Computers | \$5,609.08 | Security Cameras multiple locations |
| Continental Computers | \$15,025.45 | Security Cameras multiple locations |
| Total Encumbered Funds | <u>\$20,634.53</u> | |

Total Security Improvements \$45,070.20**Building & Improvements**

900-52700

| | | |
|------------------------------|--------------------|---------------------------------|
| Florida Consulting Engineers | \$10,000.00 | Engineering Services Balcony |
| Partner Assessment | \$6,375.00 | Environment Assmt all Buildings |
| Total | <u>\$16,375.00</u> | |

Encumbered Funds not yet spent

| | | |
|--------------------|-------------|----------------------------------|
| Reg Architects | \$10,000.00 | Historic Town Hall Monument Sign |
| Florida Consulting | \$8,500.00 | Engineering Services Balcony |

| | | |
|-------------------------------|--------------------|--|
| Total Encumbered Funds | \$18,500.00 | |
|-------------------------------|--------------------|--|

Anticipated Expenditures

| | | |
|---------------------------------------|----------------------------|-----------|
| Roof | \$500,000.00 | Town Hall |
| Generators Dept 408 | \$350,000.00 | |
| Total Anticipated Expenditures | <u>\$850,000.00</u> | |

| | | |
|--|----------------------------|--|
| Total Building & Improvements | <u>\$884,875.00</u> | |
|--|----------------------------|--|

Streets & Roads

190-52700

Encumbered Funds not yet spent

| | | |
|-------------------|--------------|-------------------------------------|
| Susan E. O'Rourke | \$235,400.00 | Proposed Park Avenue Lane Reduction |
|-------------------|--------------|-------------------------------------|

Anticipated Expenditures

| | | |
|-----------------|---------------------|--|
| Streets & Roads | <u>\$200,000.00</u> | |
|-----------------|---------------------|--|

| | | |
|----------------------------------|----------------------------|--|
| Total Streets & Roads | <u>\$435,400.00</u> | |
|----------------------------------|----------------------------|--|

Miscellaneous

900-52700

| | | |
|------------------|------------|-----------------|
| Vizocare (on CC) | \$3,000.00 | Covid Test Kits |
| Total | | |

Anticipated Expenditures

| | | |
|--|----------------------------|--|
| Boom Life Dept 406 | \$18,334.00 | |
| Boom Life Dept 408 | \$18,334.00 | |
| Boom Life Dept 190 | \$18,334.00 | |
| Code Overhaul | \$350,000.00 | |
| New Irrigation Systems for Date Palm Drive | \$25,000.00 | |
| Total Anticipated Expenditures | <u>\$430,002.00</u> | |

| | | |
|----------------------------|----------------------------|--|
| Total Miscellaneous | <u>\$433,002.00</u> | |
|----------------------------|----------------------------|--|

| | | |
|--|------------------------------|--|
| Total Spent, Encumbered & Anticipated | <u>\$2,650,448.09</u> | |
|--|------------------------------|--|



TOWN COMMISSION MEETING
Wednesday, April 20, 2022

COMMUNICATIONS AND GRANTS

The Communications and Grants Department is seeking to hire a qualified individual to work as the Marketing Specialist. Must have a Bachelor's Degree in Marketing, Communications or a related field, as well as skill in the use of social media and proficiency in graphic design programs. The deadline by which to apply is 5:00 p.m. on May 16, 2022. Those interested in applying may contact the Town's Human Resources Department at 561-881-3300 Option 8, or may visit the Town's official website at www.lakeparkflorida.gov for additional information and to download an employment application.

COMMUNITY DEVELOPMENT

WGI – Parks Master Plan Timeline: As the Town Commission was made aware pursuant to an email sent by the Town Manager to the Town Commission on April 12 and then by Community Development with a revised schedule on April 13, WGI and Staff have created a timeline that includes an expanded community survey component and one additional outreach meeting. The timeline aims to remain on schedule even with the added outreach efforts and includes the following important dates:

Thursday, April 21 – Monday, May 9 (revised): Public Survey Period (electronic and paper in three languages – WGI will connect with LP Elementary and three Churches to distribute paper and coordinate retrieval of responses)

Saturday, May 21, 9 a.m.: Community Charrette Event (P&Z Board and Town Commission is invited)

Saturday, June 11, 9 a.m. (revised): Follow-up Community Meeting to review alternatives (P&Z Board and Town Commission are invited)

Monday, August 8, 7 p.m.: Special Call (in lieu of August 1) P&Z Board Presentation of Final Plan

Wednesday, August 17, 6:30 p.m.: Town Commission Presentation of Final Plan

*****The entire timeline will also be mailed to all residential property addresses in the Town*****

We are hopeful this timeline works in order to keep the project on schedule. Assuming it does, the public outreach will commence immediately on Thursday, April 21. An addendum to the WGI contract to accommodate the additional outreach has also been received. The added costs for expanding the community survey component and for coordinating a 2nd community charrette event is \$8,750, bringing their total contract price to \$70,820. As a

final note, WGI will be surveying the parks as of April 21, 2022 and you'll notice vehicles if you are in the area.

PUBLIC WORKS DEPARTMENT

1. On April 20, 2022, the department completed work to replace more than 3,600 square feet of sidewalk at three-dozen separate locations in the Town. This public infrastructure improvement project was funded through Gas Tax revenue and significantly enhances public safety, mobility, and aesthetics.
2. Furthermore, as part of the 2021 regular session, the State of Florida Legislature recognized the need for long-term planning for the provision of stormwater and wastewater municipal services and future funding requirements. Accordingly, local governments are now required to perform a 20-Year Needs Analysis for Stormwater and Wastewater and update the plan every five (5) years. The initial report is due to the State on June 30, 2022. While we are including project initiatives proposed in the Stormwater Master Plan, we would also like to seek additional input or project ideas from the Town Commission and the public. For additional information or to submit comments, please contact the Department of Public Works at (561) 881-3345 or email publicworks@lakeparkflorida.gov.
3. Finally, the department would like to thank our residential and business sanitation customers for their patience while we work through some equipment and staffing challenges. We remain committed to delivering the highest level of service, as scheduled. Should we anticipate any service delays, we will continue to inform you through the Town's website and social media platforms as promptly as possible and any incomplete routes will be made up on the following business day. For sanitation service-related assistance, please contact the Department of Public Works at (561) 881-3345 or email publicworks@lakeparkflorida.gov.

SPECIAL EVENTS DEPARTMENT

Arbor Day:

The Town will celebrate National Arbor Day on Friday, April 29 at 10:00 a.m. with a ceremony and tree planting on the south lawn of PBSO District 10 located on the corner of Park Avenue and 6th Street. For more information please contact the Special Events Department at (561) 840-0160 or via email at specialevents@lakeparkflorida.gov.

Sunset Celebration:

The Town of Lake Park will host its monthly Sunset Celebration on Friday, April 29 from 6:00 p.m.– 9:00 p.m. at the Lake Park Harbor Marina. This month's event will feature live entertainment from The Big City Dogs Band providing true renditions of some of your favorite Classic Rock hits! There will be a full cash bar, happy hour prices, and a variety of food and arts & crafts vendors. For more information please contact the Special Events Department at (561) 840-0160 or via email at specialevents@lakeparkflorida.gov.

TOWN OF LAKE PARK

ARBOR DAY CELEBRATION

**TREE PLANTING
CEREMONY
FRIDAY, APRIL 29
10:00 AM - 11:00 AM
PBSO DISTRICT 10
SOUTH LAWN
700 6TH STREET
LAKE PARK, FL 33403**



**TOWN OF LAKE PARK
TREE BOARD**



WWW.LAKEPARKFLORIDA.GOV

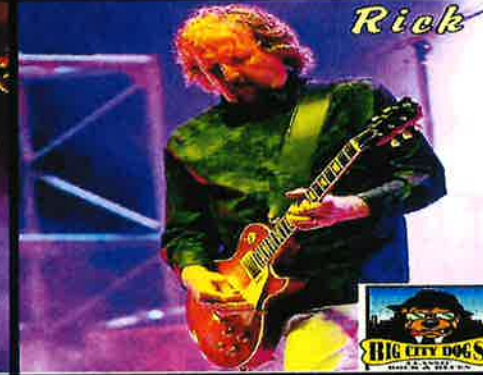
SUNSET CELEBRATION

FREE MUSIC CONCERT

FEATURING



BIG CITY DOGS



**LIVE MUSIC * FOOD VENDORS
CASH BAR * HAPPY HOUR**

FRIDAY, APRIL 29

6:00 PM - 9:00 PM

LAKE PARK HARBOR MARINA

105 LAKE SHORE DRIVE

LAKE PARK, FL 33403

**EVENT WILL FOLLOW CURRENT CDC GUIDELINES
NO OUTSIDE FOOD OR DRINKS**

**FOR MORE INFORMATION
CALL 561-840-0160 OR EMAIL
SPECIALEVENTS@LAKEPARKFLORIDA.GOV**



TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 4, 2022

Agenda Item No. Tab 3

Agenda Title: Proclamation for Water Reuse Week

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

Approved by ^{ASTINIO} Town Manager *Paul M. Kirklin* Date: 4/21/2022

Vivian Mendez – Town Clerk

Name/Title

| | | |
|---|--|---|
| Originating Department: <p style="text-align: center;">Town Clerk</p> | Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____ | Attachments: . Email request from Sherry McCorkle . Proclamation for Water Reuse |
| 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>VM</u> Please initial one. |

Summary Explanation/Background:
 The month of May is Reuse month in the State of Florida. Most municipalities or Water Districts have or will submit the enclosed proclamations.

Recommended Motion: I move to support the Water Reuse Week proclamations.

Vivian Mendez

From: McCorkle, Sherry <smccorkl@sfwmd.gov>
Sent: Friday, March 4, 2022 11:11 AM
To: McCorkle, Sherry
Subject: FW: Water Conservation April and Water Reuse Week in May
Attachments: WC_Sample_Proclamation.doc; 2022_sample_proclamation_reuseweek.doc

Dear Local Government and Utility Partners:

As in previous years, the South Florida Water Management District in partnership with the State of Florida and the Florida Section of the American Water Works Association will be highlighting **April as Water Conservation Month**. Water conservation is an important component of a dependable water supply. The District and its Governing Board support this initiative, and we invite our local government and utility partners to adopt their own version of the attached proclamation. Please notify us of your participation by contacting me at 561-682-6012, Ext. 6012, or via email at Smccorkl@SFWMD.gov with your adoption date(s) or if you have any questions.

I have also attached a template for **Water Reuse Week**. WateReuse Florida, the state section of the WateReuse Association, has proclaimed the week of May 16-22, 2021 as Florida Water Reuse Week.

Thank you for your consideration.



Sherry McCorkle

District Representative

Office of Communications and Public Engagement

South Florida Water Management District

Office: 561-682-6012 **Cell:** 561-906-4641

smccorkl@sfwmd.gov | 3301 Gun Club Road, West Palm Beach, FL 33406



**Proclamation
Town of Lake Park, Florida**

WHEREAS, safe, clean and sustainable water resources are essential to Florida's environment, economy, citizens, and visitors; and

WHEREAS, although Florida's water supplies are finite, the state's population and need for water resources continues to increase; and

WHEREAS, water reuse provides a means for conserving and augmenting Florida's precious water resources and is key to the state's sustainable water future; and

WHEREAS, Florida has established the encouragement and promotion of water reuse as state objectives in Chapters 373 and 403, Florida Statutes, and

WHEREAS, Florida's permitted reuse capacity is more than 1.8 billion gallons per day (approximately 70 percent of Florida's total permitted capacity for all domestic wastewater treatment facilities); and

WHEREAS, Florida has risen to be the national leader in water reuse -- reusing nearly 820 million gallons of reclaimed water per day to conserve freshwater supplies and recharge our freshwater resources; and

WHEREAS, May, typically a dry month when water demands are high, is a good time to educate residents about how they can help save Florida's precious water resources through water reuse; and

WHEREAS, WaterReuse Florida, the state section of the WaterReuse Association, has proclaimed the week of May 15-21, 2022 as Florida Water Reuse Week; and

WHEREAS, the Town of Lake Park has joined with WaterReuse Florida, the Florida Department of Environmental Protection, and the South Florida Water Management District in encouraging and promoting water reuse and conservation; and

WHEREAS, the Town of Lake Park has implemented a water reuse program and encourages efficient and effective use of reclaimed water; and

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of the Town of Lake Park hereby supports WaterReuse Florida and proclaims May 15-21, 2022, as

WATER REUSE WEEK

In the State of Florida. The Town of Lake Park, Florida is calling upon each citizen and business to help protect our precious water resources by practicing efficient and effective use reclaimed water.

IN WITNESS THEREOF, I, **Michael O'Rourke**, Mayor of the Town of Lake Park, Florida, have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 4th day of May, 2022.

Mayor, Michael O'Rourke

Town Clerk, Vivian Mendez

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 4, 2022

Agenda Item No. Tab 4

Agenda Title: Request to Authorize the Town Manager to Accept a Proposal from Raftelis Financial Consultants, Inc., (Consultant) for the Provision of Utility Rate and Financial Consulting Services, per the Pricing, Terms, and Conditions of Martin County/Consultant's Agreement No. RFP2021-3343 (Cooperative Purchase).

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

Approved by Town Manager *[Signature]* Date: 4-20-22

[Signature] Roberto F. Travieso/Public Works Director
Name/Title

| | | |
|---|---|--|
| <p>Originating Department: Public Works</p> | <p>Costs: \$22,040.00 Funding Source: Sanitation Fund Balance Acct. # 404-399.999 [X] Finance <i>[Signature]</i></p> | <p>Attachment 1: - Proposal, Raftelis Financial Consultants, Inc. Attachment 2: - Draft agreement between Town of Lake Park and Raftelis Financial Consultants, Inc.</p> |
| <p>Advertised: Date: _____ Paper: _____ [X] Not Required</p> | <p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p> | <p>Yes, I have notified everyone _____ or Not applicable in this case <i>[Signature]</i> Please initial one.</p> |

Summary Explanation/Background:

The Town Commission previously approved a cooperative purchase agreement with Raftelis Financial Consultants, Inc. (Consultant), for the provision of solid waste (sanitation) and stormwater utility rate and financial consulting services.

Staff has identified a need to utilize the services from the consultant to perform an in-depth financial analysis of the Town's multi-family sanitation rate class (the Study).

At the request of the Town Manager, staff requested and received a proposal from consultant, based on the same pricing, terms, and conditions of said cooperative purchase agreement, to conduct the study. Specifically, the consultant will investigate the impacts on revenues resulting from a potential revision of current multi-family rates per unit to be consistent with the commercial service rates.

If confirmed by the study, the proposed change would better align this sanitation fund key revenue stream with its service classification and with widely-accepted industry standards for municipal solid waste sanitation operation.

The consultant's proposal carries a total cost of **\$22,040.00** and includes the following tasks and deliverables:

Task 1: Data Request, Acquisition/Compilation, and Review

Task 2: Revise Multi-Family Rate Structure to Commercial Service

Task 3: Prepare Letter Report

The estimated timeline to complete the multi-family study is ninety (90) days from Notice to Proceed and the results of the study will be presented to the Town Commission at a future date.

The Town manager recommends approval.

Recommended Motion: I move to authorize the Town Manager to approve the proposal submitted by Raftelis Financial Consulting, Inc., for the provision of sanitation utility rate and financial consulting services associated with the multi-family sanitation rate class.



IS NOW
PART OF



RAFTELIS

March 30, 2022

Mr. Roberto F. Travieso, MPA
Public Works Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Subject: Authorization to Perform Solid Waste System Consulting Services

Dear Mr. Travieso:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to provide this Work Authorization to the Town of Lake Park (the "Town") to provide utility consulting services (the "Authorization"). This Authorization is being requested, in part, pursuant to the terms and conditions of the Martin County Master Agreement between the County and Raftelis for Continuing Services, RFP#2021-3343, Utility Rate and Financial Consulting Services contract dated September 13, 2021, (the "Piggyback Agreement"). The purpose of this Authorization is to describe the scope of services, as more fully summarized on Exhibit A of this Authorization, to be performed and the estimated contract price to perform such services.

We appreciate the opportunity to assist the Town relative to its solid waste system utility rates. If this Authorization is acceptable to the Town, please acknowledge below and provide a copy of the executed Authorization to Raftelis; this will serve as our notice to proceed. If you should have any questions regarding the attached Authorization, please do not hesitate to give me a call. We look forward to working with both the Town and you on this project.

Respectfully submitted,

Raftelis Financial Consultants, Inc.

Henry L. Thomas
Vice President

ACCEPTED BY:

Town of Lake Park

Name

Title

Date

Attachments

EXHIBIT A

**TOWN OF LAKE PARK, FLORIDA
WORK AUTHORIZATION**

**RAFTELIS FINANCIAL CONSULTANTS, INC.
FOR
SOLID WASTE SYSTEM CONSULTING SERVICES**

This Work Authorization identifies the general terms and conditions for services to be provided by Raftelis Financial Consultants, Inc. ("Raftelis").

Project Title: Solid Waste System Consulting Services

Project Description: The services to be provided include revising residential multi-family rates to incorporate this customer class into the commercial service class

Scope of Services: Reference Attachment A

Project Cost / Budget: Hourly rates based on Attachment B; Initial Budget of not-to-exceed \$22,040 based on Attachment C.

Project Director: Henry L. Thomas
Project Manager: Nick Smith

Project Schedule: Based on data availability, completion of solid waste fee analysis within 90 days.

Method of Invoice: Initial guaranteed maximum price (not-to-exceed without prior approval)

Raftelis Project No.:

Other Information: N/A

ATTACHMENT A
TOWN OF LAKE PARK
SOLID WASTE SYSTEM CONSULTING SERVICES

SCOPE OF SERVICES

The consulting services provided under this Scope of Services will include preparing a solid waste fee analysis as summarized below by task:

Task 1: Data Request, Acquisition / Compilation, and Review –

A detailed data request will be prepared for the Town to compile specific information relative to the project but not limited to, customer billing statistics, Raftelis will coordinate a project kickoff virtual meeting with the Town staff to obtain direction and guidance on issues and objectives of the analysis and to collect and review information associated with the analysis.

Task 2 – Revise Multi-Family Rate Structure to Commercial Service –

This task involves revising the current residential multi-family rate per unit to be consistent with commercial service rates based on the nature of this service classification. The rate structure change will result in an impact on the revenues recovered from the residential multi-family class.

Task 3 – Prepare Letter Report –

This task involves the preparation of the letter report and briefing documents. The task will include preparation of an initial drafts prior to delivery of the final document to allow time for the Town staff to review and comment on the draft documents. This task also assumes one (1) on-site meeting for a workshop meeting to review the results and recommendations of the analysis.

MEETINGS

1. One (1) virtual meetings to review results of our analyses to Town Staff; and
2. One (1) on-site meetings to present results of our analyses to the Town Council.

Raftelis also anticipates one (1) virtual kick-off meeting and additional periodic conference calls during the project as needed.

ADDITIONAL SERVICES

During the course of this analysis, the Town may request that Raftelis perform additional services that would extend beyond the budget set forth in this scope of services. The following is an example of additional services that Raftelis considers being in addition to what is described in the above of services:

1. Delays in the Project schedule at no fault to Raftelis, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein.
2. Third party presentations related to litigation, expert witness services, and similar services.

Raftelis will only commence on any of these, or other requested services based on written approval from the Town to include project scope, budget, and schedule.

ATTACHMENT B

RAFTELIS FINANCIAL CONSULTANTS

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT LABOR RATES

| Project Team Title | Direct Labor Hourly Rates [*] |
|--------------------|----------------------------------|
| Vice President | \$240.00 |
| Consultant | \$200.00 |
| Associate | \$150.00 |
| Administrative | \$70.00 |

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

| Expense Description | Standard Cost Rates [1] |
|---|---|
| Mileage Allowance – Personal Car Use Only [2] | IRS Standard Mileage Rate |
| Reproduction (Black and White) (In-house) | \$0.05 per Page |
| Reproduction (Color) (In-house) | \$0.25 per Page |
| Reproduction (Contracted) | Actual Cost |
| Computer Time | \$0.00 per Hour |
| Telephone Charges | Actual Cost |
| Delivery Charges | Actual Cost |
| Lodging/Other Travel Costs | Actual Cost |
| Meals [2] | Not-to-exceed per Raftelis Employee: Per Town Reimbursement Policy |
| Subconsultant Services | Actual Cost plus 5.0% |
| Other Costs for Services Rendered | Actual Cost |

[1] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than 5% per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after April 1 of each year thereafter until project completion or termination of the agreement.

[2] Standard cost rates will be based on the Town's reimbursement policy or Florida Statute Section, 112.061, as appropriate, during the billing period referenced on the invoices for services.

Attachment C
Town of Lake Park, Florida
Project Cost Estimate for Solid Waste Rate Study

| Line No. | Activity | Vice President | Consultant | Associate | Clerical & Admin | Totals |
|----------|--|----------------|------------|-----------|------------------|------------------|
| | Project Billing Rates (\$/Hour) | \$ 240.00 | \$ 200.00 | \$ 150.00 | \$ 70.00 | |
| 1 | Data Request / Collection | 4 | 8 | 2 | 2 | 16 |
| 2 | Customer, Sales, and Revenue Forecast | - | - | - | - | - |
| 3 | Solid Waste Revenue Requirements | - | - | - | - | - |
| 4 | Revise Multi-Family Rate Structure to Commercial Service Rates | 4 | 12 | 16 | - | 32 |
| 5 | Prepare Study Report | 4 | 8 | 4 | 8 | 24 |
| 6 | Kick-off Conference Call and Two (2) Project Status Meetings | 12 | - | - | - | 12 |
| 7 | One-on-One Briefings | 5 | - | - | - | 5 |
| 8 | Attendance of one(1) Public Meetings | 6 | - | 4 | - | 10 |
| 9 | Prepare Preliminary Tax Roll | 2 | - | 16 | 2 | 20 |
| 10 | Total Project Hours | 37 | 28 | 42 | 12 | 119 |
| 11 | Total Direct Labor Cost | \$ 8,880 | \$ 5,600 | \$ 6,300 | \$ 840 | \$ 21,620 |
| 12 | Average Hourly Billing Rate | | | | | |
| 13 | Travel Expenses (2 Trips - 720 miles@\$ 0.585 per mile) | | | | | 420 |
| 14 | Total Cost | | | | | \$ 22,040 |

[1] Reference Attachment A of the Authorization for specific task descriptions.

**AGREEMENT FOR PROVISION OF UTILITY RATE AND
FINANCIAL CONSULTING SERVICES**

THIS AGREEMENT 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 Raftelis Financial Consultants, Inc, 227 West Trade Street, Suite 1400, Charlotte, NC 28202 ("Consultant").

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, the Town is responsible for operating and maintaining solid waste collection and stormwater drainage utilities, and requires a financial consultant to provide utility rate and financial consulting services; and

WHEREAS, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to enter into an agreement with a Consultant for the evaluation of solid waste collection and stormwater drainage fees; and

WHEREAS, the Town desires to enter into this agreement with Consultant whereby the Consultant has agreed to provide the Town with utility rate and financial consulting services in accordance with the pricing, terms, and conditions of the agreement the Consultant entered into with Martin County.

NOW THEREFORE, the Town and the Consultant 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 Consultant has agreed to provide services to the Town based upon the same pricing, terms, and conditions as are contained in its agreement with Martin County, Florida (the Agreement), number RFP2021-3343, dated September 13, 2021. The Agreement was entered into following a competitive solicitation for certain utility rate and consulting services with Martin County a copy of which is attached hereto and incorporated herein as Exhibit A.
3. The Consultant acknowledges that it is required to comply with Florida's Public Records Law. Specifically, the Consultant 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 Consultant 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 Consultant; or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant transfers all public records to the Town upon completion of the term of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Consultant keeps and maintains public records upon completion of the term of the Agreement, the Consultant 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 Consultant has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Consultant shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.
4. Consultant hereby affirms and ratifies the terms and conditions of the Agreement and agrees to perform the services set forth therein for the Town in accordance with the terms of the Agreement it has previously entered into with Martin County on September 13, 2021, a copy of which is attached hereto and incorporated herein.
5. The Town agrees to pay for the utility rate and financial consulting services of the Consultant based upon the same terms, pricing and conditions as set forth in the agreement with Martin County.
6. This Agreement 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, or the United States District Court for the Southern District of Florida.
7. Notices to the Consultant shall remain as reflected in the Agreement. Notices to the Town shall be given to the Town at: Town of Lake Park, Attn: Town Clerk. 535 Park Avenue, Lake Park, Florida, 33403.
8. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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

ATTEST:

TOWN OF LAKE PARK

By: _____

Vivian Mendez, Town Clerk

By: _____

Michael O'Rourke, Mayor

APPROVED AS TO FORM

By: _____

Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2022 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

WITNESSES:

Raftelis Financial Consultants, Inc.:

By: _____

By: _____

Its: _____

Printed Name

Printed

Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____, 2022, by _____, as _____ of _____, and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 4, 2022


Agenda Item No. Tab 5

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute an Agreement with Raftelis Financial Consultants, Inc., for the Provision of Utility Rate and Financial Consulting Services, per the Pricing, Terms, and Conditions of Martin County/Consultant's Agreement No. RFP2021-3343 (Cooperative Purchase).

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

Approved by Town Manager  Date: 4-20-22

Roberto F. Travieso/Public Works Director
Name/Title

| | | |
|---|--|--|
| Originating Department: <p style="text-align: center;">Public Works</p> | Costs: N/A Funding Source: N/A Acct. # <input type="checkbox"/> Finance _____ | Attachment 1: - Resolution No. <u>27-05-22</u> Attachment 2: - Draft Agreement between Town of Lake Park and Raftelis Financial Consultants, Inc, (Raftelis). Attachment 3: - Martin County/Raftelis 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></u> Please initial one. |

Summary Explanation/Background:

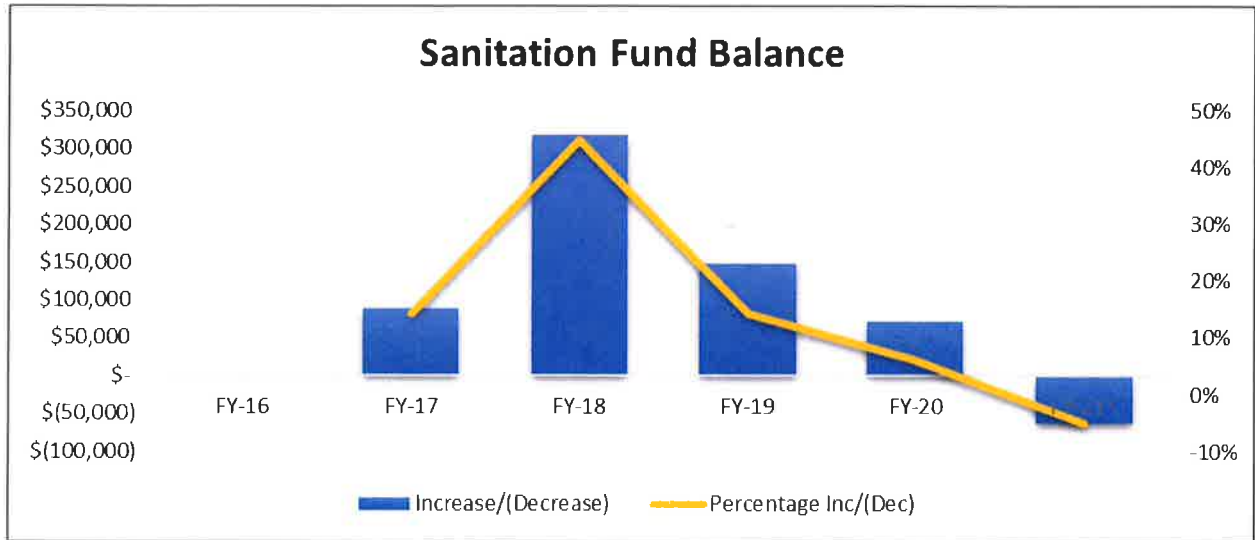
The Town of Lake Park operates a solid waste collection (sanitation) utility, which operates as a self-supporting, "enterprise" government fund, funded through the Non-Ad Valorem Assessment. Though the sanitation division strives to provide its residential and business customers with world-

class services, historically, the sanitation fund has fluctuated (Figures 1 and 2), making it difficult to provide a consistent level of service, attract skilled equipment operators, and adequately maintain and replace its fleet.

Figure 1

| Sanitation Fund Balance | | | | | |
|-------------------------|------------|--------------|--------------|--------------|--------------|
| FY-16 | FY-17 | FY-18 | FY-19 | FY-20 | FY-21* |
| \$ 619,988 | \$ 708,796 | \$ 1,027,465 | \$ 1,175,427 | \$ 1,247,334 | \$ 1,184,924 |

Figure 2



To begin addressing these concerns, in March 2020, the Town Commission approved Resolution 27-03-20, which executed a cooperative purchase agreement and work authorization with Raftelis Financial Consultants, Inc., to perform a comprehensive financial analysis (the Study) of the Town’s solid waste utility fund (the Fund). In July 2020, the consultant provided the Town with the Sanitation Rate Study Report, which prescribed a financial plan to sure up the fund through incremental rate increases over Fiscal Years 2021 through 2025.

Said cooperative purchase agreement expired in August 2020, just as the first increment (9%) was implemented.

Additionally, since the completion of the 2020 study, the sanitation industry has experienced substantial increases in operating expenses, especially those related to equipment maintenance and replacement. Likewise, the COVID-19 pandemic also prompted a surge in solid waste generation, which coupled with materials/equipment shortages and extended lead times has driven sanitation operating costs to record heights. Few, if any, of these impacts were factored into the above-mentioned study.

For these reasons, staff has recommended to the Town Manager regular analysis of the sanitation fund in order to promote a more fiscally viable and stable revenue stream that best supports delivery of vital sanitation services.

Accordingly, on the direction of the Town Manager, staff has identified a cooperative purchase opportunity through an agreement executed between Martin County, Florida (County) and Raftelis Financial Consultants, Inc. (Consultant) for utility rate and financial consulting services. The agreement was competitively solicited by the County and was awarded to the lowest responsive bidder, for a three-year term with two (2), one-year extension options (Attachment 3).

Furthermore, the consultant is willing to extend the same advantageous pricing, terms and conditions found within the Martin County contract to the Town of Lake Park (Attachment 2).

The Town Manager recommends approval.

Recommended Motion: I move to adopt Resolution No. 27-05-22

RESOLUTION NO. 27-05-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., FOR THE PROVISION OF UTILITY RATE AND FINANCIAL CONSULTING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such 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 contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town is responsible for operating and providing services for solid waste collection and stormwater drainage, and requires a consultant to provide services associated with the rates to be charged for the provision of stormwater drainage services and facilities, and for the collection of solid waste in the Town; and

WHEREAS, the Consultant and Martin County have executed agreement number RFP2021-3343, effective from September 13, 2021 through September 13, 2024 for utility rate and financial consulting services; and

WHEREAS, pursuant to the Town's purchasing procedures, the Town may enter into agreements consultants based upon the terms, conditions, and pricing set forth in an agreement; and

WHEREAS, the Town Manager has recommended to the Commission that it enter into an agreement with the Consultant whereby the Consultant agrees to provide utility rate and financial consulting services based upon the same pricing, terms, and conditions that the Consultant entered into and executed with Martin County, Florida, that agreement being number RFP2021-3343.

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 agreement with the Consultant for it to provide services associated with establishing or revising the stormwater and solid waste collection rates to be charged by the Town. The services provided by the Consultant shall be based upon the same pricing, conditions and terms that are set forth in the agreement between the Town and the Consultant which is attached hereto and incorporated herein as Exhibit "A".

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

**AGREEMENT FOR PROVISION OF UTILITY RATE AND
FINANCIAL CONSULTING SERVICES**

THIS AGREEMENT 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 Raffelis Financial Consultants, Inc, 227 West Trade Street, Suite 1400, Charlotte, NC 28202 ("Consultant").

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, the Town is responsible for operating and maintaining solid waste collection and stormwater drainage utilities, and requires a financial consultant to provide utility rate and financial consulting services; and

WHEREAS, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to enter into an agreement with a Consultant for the evaluation of solid waste collection and stormwater drainage fees; and

WHEREAS, the Town desires to enter into this agreement with Consultant whereby the Consultant has agreed to provide the Town with utility rate and financial consulting services in accordance with the pricing, terms, and conditions of the agreement the Consultant entered into with Martin County.

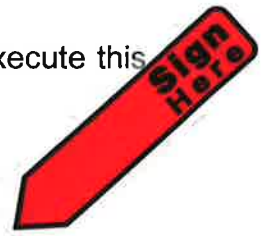
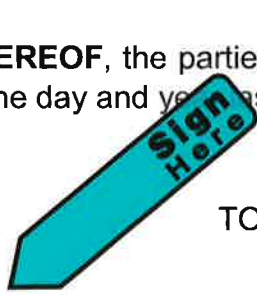
NOW THEREFORE, the Town and the Consultant in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The above stated recitals are true and correct and are incorporated herein.
2. The Consultant has agreed to provide services to the Town based upon the same pricing, terms, and conditions as are contained in its agreement with Martin County, Florida (the Agreement), number RFP2021-3343, dated September 13, 2021. The Agreement was entered into following a competitive solicitation for certain utility rate and consulting services with Martin County a copy of which is attached hereto and incorporated herein as Exhibit A.
3. The Consultant acknowledges that it is required to comply with Florida's Public Records Law. Specifically, the Consultant 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 Consultant 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 Consultant; or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant transfers all public records to the Town upon completion of the term of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Consultant keeps and maintains public records upon completion of the term of the Agreement, the Consultant 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 Consultant has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Consultant shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.
4. Consultant hereby affirms and ratifies the terms and conditions of the Agreement and agrees to perform the services set forth therein for the Town in accordance with the terms of the Agreement it has previously entered into with Martin County on September 13, 2021, a copy of which is attached hereto and incorporated herein.
5. The Town agrees to pay for the utility rate and financial consulting services of the Consultant based upon the same terms, pricing and conditions as set forth in the agreement with Martin County.
6. This Agreement 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, or the United States District Court for the Southern District of Florida.
7. Notices to the Consultant shall remain as reflected in the Agreement. Notices to the Town shall be given to the Town at: Town of Lake Park, Attn: Town Clerk. 535 Park Avenue, Lake Park, Florida, 33403.
8. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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

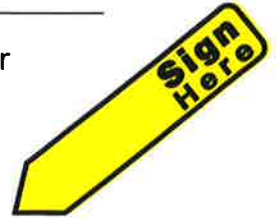


ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Michael O'Rourke, Mayor



APPROVED AS TO FORM

By: _____
Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2022 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

WITNESSES:

Raftelis Financial Consultants, Inc.:

By: _____

By: _____
Its: _____

Printed Name

Printed

Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2022 by _____, as _____ of _____, and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback



**AGREEMENT BETWEEN COUNTY AND CONSULTANT
FOR CONTINUING SERVICES**

THIS AGREEMENT, effective this 13th day of September in the year, 2021, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONSULTANT: Raftelis Financial Consultants, Inc.
(hereinafter CONSULTANT) 227 West Trade Street, Suite 1400
Charlotte, NC 28202

Contract Name: Utility Rate & Financial Consulting

Contract Number: RFP2021-3343

Term: Three (3) years (plus two one-year renewal options)
Not to exceed five (5) years

Not to Exceed Amount: \$400,000.00

| | |
|------------|-------------------------------------|
| Section 1 | Scope of Services |
| Section 2 | Term |
| Section 3 | County's Responsibilities |
| Section 4 | Payments to Consultant |
| Section 5 | Consultant's Project Team |
| Section 6 | Independent Contractor Relationship |
| Section 7 | Conflict of Interest |
| Section 8 | No Contingency Fees |
| Section 9 | Notices |
| Section 10 | Waiver of Claim |
| Section 11 | Indemnification |
| Section 12 | Insurance |
| Section 13 | Dispute |
| Section 14 | Licenses |
| Section 15 | Termination |
| Section 16 | Suspension |
| Section 17 | Materials |
| Section 18 | Miscellaneous |
| Exhibit A | Scope of Services |
| Exhibit B | Fee Schedule |

SECTION 1 SCOPE OF SERVICES

1.1 Basic Scope of Services

The Basic Scope of Services has been agreed to by the parties, and is attached hereto and incorporated herein by reference as Exhibit A. The CONSULTANT shall provide Services for the COUNTY in all phases of the Project to which this AGREEMENT applies as hereinafter provided and within the schedule set forth in Exhibit A. The CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner and in accordance with the generally accepted standards of the applicable profession.

The COUNTY is selecting CONSULTANT as of this day, to provide services in connection with the Project in accordance with the provisions of this Agreement, applicable state codes and municipal ordinances, and in accordance with the Request for Proposal (RFP) document, and any and all addenda, modifications and revisions thereto.

1.2 Notice to Proceed

The CONSULTANT shall commence work within ten (10) days after receiving the fully executed contract unless indicated otherwise.

SECTION 2 TERM

The term of this AGREEMENT shall commence on the date of execution of this AGREEMENT by the COUNTY and continue through approval of the final reports by the COUNTY. It is also agreed that the COUNTY shall have an option for extension of this AGREEMENT, as necessary to complete the services or to provide additional services.

SECTION 3 COUNTY'S RESPONSIBILITIES

3.1 Information Pertinent to the Project

The COUNTY shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project (including previous reports and any other relevant documents and data relative to the Project). The CONSULTANT is ultimately responsible for satisfying itself as to accuracy of any data provided, and, furthermore, the CONSULTANT is responsible for bringing to the COUNTY's attention, for the COUNTY's resolution, any material inconsistencies or errors in such data which come to the CONSULTANT's attention.

3.2 Access to Property

The COUNTY shall arrange for access to, and make provisions for, the CONSULTANT to enter upon public and private property (where required) as necessary for the CONSULTANT to perform its Services upon the timely written request of CONSULTANT to COUNTY.

3.3 Examination

The COUNTY shall examine any and all studies, reports, and other documents presented by the CONSULTANT, and render, in writing, decisions pertaining thereto within a reasonable time.

3.4 No Warranty by COUNTY

Approval by the COUNTY of any of the CONSULTANT's work products of any nature whatsoever furnished hereunder, shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy and adequacy of the work. Neither the COUNTY's review, approval or acceptance of, or payment for, any of the Services furnished under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT. The CONSULTANT shall be and remain liable in accordance with all applicable laws for all damages to the COUNTY caused by the negligent performance by the CONSULTANT or any Specialty

3.5 Extension of Time

3.5.1 Notice of Extension of Time

The COUNTY shall give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the timing or delivery of the CONSULTANT's Services. If the CONSULTANT has been delayed in completing its Services through no fault or negligence of either the CONSULTANT or any Specialty Consultant, and, as a result, will be unable complete timely performance fully and satisfactorily under the provisions of this AGREEMENT, then the CONSULTANT shall promptly notify the COUNTY. At the COUNTY's sole discretion, and only upon the previous submittal to the COUNTY of evidence of the causes of the delay, the COUNTY may grant the CONSULTANT an extension of its Project schedule equal to the period the CONSULTANT was actually and necessarily delayed, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

3.5.2 Force Majeure

The CONSULTANT shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONSULTANT's control and through no fault or negligence of the CONSULTANT. The parties acknowledge that adverse weather conditions (as defined by comparison to 10-year historical average), acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this AGREEMENT. If such conditions and circumstances do in fact occur, then the COUNTY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to this AGREEMENT.

3.6 County Project Manager

The COUNTY reserves the right to appoint a Project Manager for this Project. The Project Manager shall issue all written authorizations to the CONSULTANT that the Project may require, or that may otherwise be defined or referred to in this AGREEMENT. The Project Manager shall also:

- A. act as the COUNTY's agent with respect to the Services rendered hereunder;

- B. transmit instructions to and receive information from the CONSULTANT;
- C. communicate the COUNTY's policies and decisions to the CONSULTANT regarding the Services;
- D. determine, initially, whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder; and
- E. determine, initially, the merits of any allegation by the CONSULTANT respecting the COUNTY's non-performance of any Project obligation.

All determinations made by the Project Manager, as outlined above, shall be final and binding upon the CONSULTANT, but shall not be binding upon the CONSULTANT in regard to general appearances before or appeals to the COUNTY, or appearances before or appeals to a court of competent jurisdiction.

SECTION 4 PAYMENTS TO CONSULTANT

4.1 General

4.1.1 The COUNTY will pay the CONSULTANT for the Services as detailed in each of the CONSULTANT's invoices ("Invoices"), in accordance with the Contract and Section 218, Fla. Stat.

4.1.2 The CONSULTANT fully acknowledges and agrees that if at any time it performs Services which have not been fully negotiated, reduced to writing and formally executed by both the COUNTY and CONSULTANT, then the CONSULTANT shall perform such Services without liability to the COUNTY, and at the CONSULTANT's own risk.

4.2 Method of Payments by COUNTY

4.2.1 For Basic Scope of Services, CONSULTANT shall submit invoices in a form approved by the COUNTY.

4.3 Time of Payment

The COUNTY shall pay CONSULTANT for Services and expenses pursuant to Florida Statute after receipt of the CONSULTANT's invoice. Any portion of an invoice that is objected to or questioned by the COUNTY shall not be considered due for the purposes of this Section. To the extent the COUNTY does not pay CONSULTANT the total amount invoiced, the COUNTY shall provide the CONSULTANT a written explanation of the objection along with any amount paid on that invoice or in lieu of payment if the objection is to the entire amount invoiced.

4.4 Scope, Cost and Fee Adjustment

4.4.1 General

The COUNTY may at any time notify the CONSULTANT of requested changes to the Scope of Basic Services as set forth in Exhibit A to this AGREEMENT. The notification shall state the Scope modification and an adjustment of the cost estimate and fee specified in Exhibit B to reflect such modification. The CONSULTANT and the COUNTY understand that, unless the cost and fee adjustment is within a previously approved budget, any change to the Scope of Basic Services must be approved or

authorized by the COUNTY. Duties, responsibilities and limitations of authority of the CONSULTANT shall not be restricted, modified or extended without written agreement of the COUNTY and the CONSULTANT.

4.4.2 Scope Reduction

The COUNTY shall have the sole right to reduce (or eliminate, in whole or in part) any portion of the Scope of Services for the overall Project at any time and for any reason, upon written notice to the CONSULTANT specifying the nature and extent of the reduction.

4.5 Final Payment

The acceptance by the CONSULTANT, its successors, or assigns, of any Final Payment due upon the termination of this AGREEMENT, shall constitute a full and complete release of the COUNTY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the CONSULTANT, its successors, or assigns have or may have against the COUNTY under the provisions of this AGREEMENT. This Section does not affect any other portion of this AGREEMENT that extends obligations of the parties beyond Final Payment.

SECTION 5 CONSULTANT'S PROJECT TEAM

The CONSULTANT shall assign members of its staff as the CONSULTANT's Project Team, who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The CONSULTANT shall indicate to the COUNTY the authority and powers that the CONSULTANT's Project Team shall possess during the life of the Project. The CONSULTANT agrees that the COUNTY shall have the right to approve the CONSULTANT's Project Team, and that the CONSULTANT shall not change any member of its Project Team without written notice to the COUNTY. Furthermore, if any member of the CONSULTANT's Project Team is removed from Project duties, or employment is otherwise terminated or curtailed by the CONSULTANT, or if the CONSULTANT's Project Team member terminates his employment with the CONSULTANT, then the CONSULTANT shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the COUNTY's approval. The COUNTY covenants that its approval shall not be unreasonably withheld.

SECTION 6 INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is and shall be an independent contractor in the performance of all work, services, and activities under this AGREEMENT and is not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than such power or authority that is specifically provided for in this AGREEMENT.

SECTION 7 CONFLICTS OF INTEREST

7.1 The CONSULTANT represents and warrants to the COUNTY that no officer, employee, or agent of the COUNTY has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder. The CONSULTANT further represents and warrants to the COUNTY that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this AGREEMENT. Further, the CONSULTANT also acknowledges that it has not agreed as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of any person, company, individual or firm in connection with carrying out this AGREEMENT. It is understood and agreed by the CONSULTANT that, upon the breach or violation of this Section, the COUNTY shall have the right to terminate the AGREEMENT without liability and at its sole discretion, and to deduct from the AGREEMENT price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the CONSULTANT.

7.2 The CONSULTANT represents that it presently has no interest, either direct or indirect, while performing the services required by this AGREEMENT, which would conflict in any manner with Florida Statutes. The CONSULTANT represents that no person having any such interest shall be employed during the term of this AGREEMENT, including any officer, employee or agent of the COUNTY.

7.3 The CONSULTANT represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the CONSULTANT's ability to perform the services required by this AGREEMENT. Further, the CONSULTANT represents and warrants that throughout the term of this AGREEMENT, it will not undertake any work that would create such a conflict of interest.

7.4 The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

SECTION 8 NO CONTINGENCY FEES

CONSULTANT warrants that it will not employ or retain any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 9 NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONSULTANT at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30-day prior written notice to the other party given in accordance with the provisions of this Section.

SECTION 10 WAIVER OF CLAIM

The CONSULTANT and the COUNTY hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this AGREEMENT or any part thereof, or by any judgment or award in any suit or proceeding declaring this AGREEMENT null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

SECTION 11 INDEMNIFICATION

11.1 Indemnification

CONSULTANT shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. CONSULTANT'S obligation under this provision shall not be limited in any way by the Firm Fixed Price, or CONSULTANT'S, or its Professionals', Subconsultants', or Subcontractors' limit of, or lack of, sufficient insurance. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. The parties acknowledge that the duties and limits of indemnity coverage provided by the CONSULTANT herein are as set forth in §725.08, Fla. Stat. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability claim or loss exists.

11.2 Repair of Damage

The CONSULTANT agrees to promptly repair, at its sole cost and expense and in a manner acceptable to the COUNTY, any damage caused by the CONSULTANT or any Specialty Consultant, or by any of their respective employees or agents, to COUNTY property, or to any improvements or property located thereon.

SECTION 12 INSURANCE

12.1 General.

The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, including tail coverage, and any other insurance necessary to fully protect CONSULTANT from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Specialty Consultants, or anyone for whose act or acts it may be liable:

- A. claims under Worker's Compensation, disability benefit, or other (similar) employee benefit acts;
- B. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- C. claims for damages for personal injury; and
- D. claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting there from; and
- E. claims for professional liability/errors and omissions.

CONSULTANT shall furnish the COUNTY with Certificate(s) of Insurance signed by an authorized representative of the insurer evidencing the insurance so required. The Certificate(s) of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation, nonrenewal, or restriction of coverage.

12.2 Limits of Liability

The insurance required by this Section shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation:

- Worker's Compensation including Employer's Liability Insurance. (present Florida statutory limit)
- Employer's liability of \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 per occurrence.
- Comprehensive General Liability Insurance. Commercial general liability coverage, including coverage for Personal & Advertising Injury, Products & Contractual Liability and Independent Contractors, with a minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Acord forms marked "Policy" or "Location" shall be considered non-compliant. Instead, check "Project" (meaning the "Contract") for the aggregate limit. No exclusion should apply for Fellow Employees, Cross Liability, or Insured vs. Insured on the policy. Certificate Holder must be listed as Additional Insured.

- Professional liability insurance at minimum limits of \$1,000,000.
- Business Automobile Insurance. This coverage should include all owned, hired, and non-owned vehicles at a minimum combined single limit of \$1,000,000. Liability Limits should be shown as “Primary”.

12.3 Insurance Administration

Insurance Certificates, evidencing all insurance coverage referred to in this Section, shall be filed (or be on file) with the COUNTY at least ten (10) calendar days before the final execution of this AGREEMENT. The Insurance Certificates shall be fully acceptable to COUNTY in both form and content, and shall provide and specify that the related insurance coverage shall not be cancelled (Coverage Change) without at least thirty (30) calendar days prior written notice having been given to the COUNTY. It is also understood and agreed that it is the CONSULTANT's sole burden and responsibility to coordinate activities between itself, the COUNTY, and the CONSULTANT's insurer(s) so that the Insurance Certificates are acceptable to and accepted by COUNTY within the time limits described in this Section.

12.4 COUNTY as Additional Insured

The COUNTY shall be listed as an additional insured on all insurance coverage required by this AGREEMENT, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this AGREEMENT shall memorialize that the CONSULTANT's, or the CONSULTANT's Specialty Consultant's, or all of these entities' (Primary Insured's) insurance, shall apply on a primary basis, and that any other insurance maintained by the COUNTY shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance. Where the COUNTY has been named as an additional insured, the CONSULTANT shall include the provisions of this Section in its Specialty Consultant's contracts, and the Primary Insured's insurance shall contain a severability of interest provision stating that, except with respect to total limits of liability, all insurance shall apply separately to each Primary Insured or additional insured in the same manner as if separate policies had been issued to each. This Section does not increase the dollar amount of insurance for either per occurrence or aggregate coverage.

12.5 Notifications

The CONSULTANT acknowledges, understands, and agrees that it shall give prompt and prior written notice to the COUNTY that any insurance policy defined or contemplated in this Section has been invalidated because of the violation of any term or provision of any other insurance policy issued to the CONSULTANT.

12.6 Waiver of Subrogation

CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

SECTION 13 DISPUTE RESOLUTION

13.1 Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. Each party to the mediation shall pay the mediator's fee in equal shares.

13.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

13.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

SECTION 14 LICENSES

The CONSULTANT shall, during the life of this AGREEMENT, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services as described herein. The CONSULTANT shall also require all Specialty Consultants to comply by contract with the provisions of this Section.

SECTION 15 TERMINATION

15.1 Termination

15.1.1 Generally

This AGREEMENT may be terminated as follows:

- A. by the COUNTY, at its convenience pursuant to paragraph 15.2;
- B. by the COUNTY for CONSULTANT's failure to adequately perform the Agreement, pursuant to paragraph 15.3;
- C. by the mutual agreement of the parties; or
- D. as may otherwise be provided below.

In the event of the termination of this AGREEMENT, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

15.2 Termination for COUNTY's Convenience

The COUNTY, by written notice, shall have the right to terminate and cancel this Agreement, without the CONSULTANT being at fault, for any cause or for its own convenience, and require the CONSULTANT to immediately stop work. In such event, the COUNTY shall pay the CONSULTANT for the work

actually performed. The COUNTY shall not be liable to the CONSULTANT for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

15.3 Termination for CONSULTANT's Failure to Perform

In addition to any other termination provisions that may be provided in this AGREEMENT, the COUNTY may terminate this AGREEMENT in whole or in part if the CONSULTANT makes a false Invoice or fails to perform any obligation under this AGREEMENT and does not remedy the failure within fifteen (15) calendar days after receipt by the CONSULTANT of written demand from the COUNTY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONSULTANT shall have such time as is reasonably necessary to remedy the failure, provided the CONSULTANT promptly takes and diligently pursues such actions as are necessary therefore.

15.4 Payment upon Termination

Upon termination of this AGREEMENT, the COUNTY shall pay the CONSULTANT for those Services actually rendered and contracted for under this AGREEMENT, and those reasonable and provable expenses required and actually incurred by the CONSULTANT for Services prior to the effective date of termination. Where the AGREEMENT is terminated for cause by the COUNTY, such payment shall be reduced by an amount equal to any additional costs incurred by the COUNTY as a result of the termination.

15.5 Delivery of Materials Upon Termination

In the event of termination of this AGREEMENT by the COUNTY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the COUNTY, at no additional cost or expense, with one (1) copy of the following items (collectively "Documents"), any or all of which may have been produced prior to and including the date of termination: data (including electronic data), specifications, calculations, estimates, plans, drawings, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Specialty Consultant, in rendering the Services described herein, and not previously furnished to the COUNTY by the CONSULTANT pursuant to this AGREEMENT. The Documents shall be the sole property of the COUNTY, and the COUNTY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Specialty Consultants agree in writing to be bound by the provisions of this Section.

SECTION 16 SUSPENSION

The COUNTY may, at any time and for any reason, direct the CONSULTANT to suspend work (in whole or in part) under this AGREEMENT. Such direction shall be in writing and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified or upon such other date as the COUNTY may thereafter specify in writing. The period during which the Services are stopped by the COUNTY shall be added to the time of performance of this AGREEMENT; provided, however, that any work stoppage not approved or caused by the actions or inactions of the COUNTY shall not give rise to any claim against the COUNTY by the CONSULTANT.

SECTION 17
MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY

The final work product of all such materials along with all formal CONSULTANT/COUNTY correspondence concerning the Project shall be the sole property of the COUNTY. All materials described above shall be retained by the CONSULTANT for the statutory period (§95.11 Fla. Stat., as it may be from time to time amended). Furthermore, the COUNTY may reuse them at no additional cost, and the COUNTY shall be vested with all rights of whatever kind and however created that may be in existence thereto; provided, however, that the CONSULTANT shall not be liable or legally responsible to anyone for the COUNTY's reuse of any such materials on any other COUNTY Project and that the COUNTY timely notified the CONSULTANT of such potential liability.

SECTION 18
MISCELLANEOUS PROVISIONS

18.1 Local, State and Federal Obligations

18.1.1 No Discrimination

The CONSULTANT, for itself, its delegates, successors interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that: 1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this AGREEMENT on the grounds of such person's race, color, creed, national origin, religion, physical disability, age or sex; and 2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Section, the COUNTY shall have the right to terminate this AGREEMENT, without liability, as set forth in Section 15 of this AGREEMENT, and such right shall not be exercised unreasonably.

18.1.2 Compliance with Law

The CONSULTANT and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders, codes, mandatory guidelines, and mandatory directions, including §287.055, Fla. Stat., and §553.70 et. seq., Fla. Stat., which may pertain or apply to the Services that may be rendered pursuant to this AGREEMENT, or to the wages paid by the CONSULTANT to its employees. The CONSULTANT shall also require, by contract, that all Specialty Consultants shall comply with the provisions of this Section.

18.1.3 Compliance with New Regulations

The CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the COUNTY or the CONSULTANT to qualify for local, state, or federal funding for the Services rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with

applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the COUNTY shall have the right, by written notice to the CONSULTANT, to terminate this AGREEMENT without liability, as outlined in Section 15, above. Furthermore, if the CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this AGREEMENT, then the COUNTY agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend this AGREEMENT.

18.2 CONSULTANT Not Agent of County

The CONSULTANT is not authorized to act as the COUNTY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the COUNTY hereunder, either in CONSULTANT's relations with Specialty Consultants, or in any other manner whatsoever except as elsewhere provided for in this AGREEMENT.

18.3 Specialty Consultants

18.3.1 General

The CONSULTANT shall have the right, conditioned upon the COUNTY's prior consent (which shall not be unreasonably withheld), to employ or use (whether or not for compensation or consideration of any nature whatsoever) other firms, consultants, contractors, subcontractors, and so forth (Specialty Consultants); provided, however, that the CONSULTANT shall: 1) inform the COUNTY as to the nature of particular Services for which the Specialty Consultants shall be employed; 2) inform the COUNTY as to the extent (what percentage) of the total Project Services each Specialty Consultant shall be employed to do; 3) be solely responsible for the performance of all of the CONSULTANT's Specialty Consultants, including but not limited to maintenance of schedules, correlation of Services, and the resolution of all differences between or among them; 4) promptly terminate the use and services of any Specialty Consultants upon written request from the COUNTY (which may be made for the COUNTY's convenience); and 5) promptly replace each such terminated Specialty Consultant with a Specialty Consultant of comparable experience and expertise and who are otherwise acceptable to the COUNTY. After the Specialty Consultant has received notice of the termination, or two (2) business days after the COUNTY has notified the CONSULTANT in writing of the required termination of the Specialty Consultant whichever shall occur first, the COUNTY shall have no obligation to reimburse the CONSULTANT for the Services subsequent to the notice of termination of any Specialty Consultant who may be terminated pursuant to the provision of this Section. It is also understood that the COUNTY does not, by accepting a Specialty Consultant, warrant or guarantee the reliability or effectiveness of that entity's Services.

18.3.2 Work Outside Scope and Time of Payment

The COUNTY shall have no obligation to reimburse the CONSULTANT for the services of any Specialty Consultant that may be in addition to the Services, or for those Specialty Consultant Services not previously made known to the COUNTY, or that are otherwise outside of the Scope of the Project unless and until the COUNTY has given written approval of such reimbursement. CONSULTANT agrees to pay all such Specialty Consultants for their Project related Services within thirty (30) calendar days after the CONSULTANT's receipt of payment, from the COUNTY for work performed by the Specialty Consultants, unless such payment is disputed by the CONSULTANT, and the COUNTY receives written notice thereof.

18.3.3 Specialty Consultant Contracts

The CONSULTANT shall provide a copy of all relevant provisions of this AGREEMENT to all Specialty Consultants hired by it, or for which it may have management responsibilities and shall inform all Specialty Consultants that all Services performed hereunder shall strictly comply with the AGREEMENT terms and provisions. The CONSULTANT shall also furnish the COUNTY, upon demand, with a copy of all CONSULTANT Specialty Consultant contracts. The COUNTY agrees that it shall not demand that the CONSULTANT hire a particular Specialty Consultant for the Project.

18.4 Assignment and Delegation

The COUNTY and the CONSULTANT bind themselves and their respective partners, successors, executors, administrators, and assigns, to the other party of this AGREEMENT in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this AGREEMENT; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or either or both of these things, under this AGREEMENT without the prior written consent of the COUNTY. The COUNTY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the COUNTY's consent, then the COUNTY may terminate this AGREEMENT as a breach of contract by the CONSULTANT and a failure by the CONSULTANT to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect whatsoever. The COUNTY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this AGREEMENT. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY or the CONSULTANT.

18.5 Audits

18.5.1 Periodic Auditing of CONSULTANT's Books

The Consultant's financial and accounting records ("Books") specific to this AGREEMENT may (but need not) be kept separate and apart from the CONSULTANT's other Books; but the COUNTY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books related to business conducted under this AGREEMENT for the COUNTY, for the purpose of verifying the accuracy of any Invoice or Completion Report and to ensure payment to subconsultants or vendors of the CONSULTANT. In addition, upon request of the COUNTY, the CONSULTANT shall prepare an audit (for the most recent fiscal year) for the COUNTY, which shall include the CONSULTANT's paid salary, fringe benefits, general and administrative overhead costs, and the total amount of money paid by the COUNTY to the CONSULTANT related to business conducted under this AGREEMENT. The audit shall be certified as true and correct by, and shall bear the signature of, the CONSULTANT's chief financial officer or its certified public accountant.

18.5.2 Retention of Books

The CONSULTANT shall retain the Books, and make them available to the COUNTY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or such longer time if

required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

18.5.3 Overpayment

In the event any audit or inspection conducted after final payment, but within the period provided in Section 15 above, reveals any overpayment to the CONSULTANT by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

18.6 Availability of Funds

The obligations of the COUNTY under this AGREEMENT are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Martin County.

18.7 Pledge of Credit

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this AGREEMENT.

18.8 Public Records

18.8.1 The CONSULTANT shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically CONSULTANT shall:

- a. Keep and maintain public records required by the County to perform the Agreement.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. 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 Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONSULTANT or keep and maintain public records required by the County to perform the Agreement. If the CONSULTANT transfers all public records to the County upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

18.8.2 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

18.8.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

18.9 Federal and State Taxes

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONSULTANT shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials. The CONSULTANT shall be responsible for payment of all federal, state, and local taxes and fees incurred in connection with this AGREEMENT.

18.10 Governing Law; Venue

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation pursuant to Article 13 above.

The validity, interpretation, construction, and effect of this AGREEMENT shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

18.11 Remedies, Attorneys' Fees and Costs

All remedies provided in this AGREEMENT shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. If any legal action or other proceeding is brought for the enforcement of this AGREEMENT or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this AGREEMENT, each party shall bear its own costs and attorney's fees.

18.12 Entire Agreement

This AGREEMENT, including the Exhibits hereto and bid package, constitutes the entire AGREEMENT between the parties, and shall supersede and replace all prior or contemporaneous negotiations, correspondence, conversations, agreements or understandings, written or oral, relating to the matters set forth therein, and that specifically related to the execution of this particular document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

18.13 Amendment

This AGREEMENT may be amended or modified only by a writing of import equal to this AGREEMENT, and as duly authorized and executed by the parties.

18.14 Severability

If any term or provision of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this AGREEMENT, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this AGREEMENT shall be deemed valid and enforceable to the extent permitted by law. In the event any provision hereof or be determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this AGREEMENT, which shall remain in full force and effect. To that extent, this AGREEMENT is deemed severable.

18.15 Headings

The headings of the Sections of this AGREEMENT are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections.

18.16 Construction

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this AGREEMENT was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this AGREEMENT.

18.17 E-Verify

In compliance with Section 448.095, Fla. Stat., CONSULTANT and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- (i) If CONSULTANT enters into a contract with a subconsultant, the subconsultant must provide CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- (ii) The COUNTY, CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this subsection shall terminate the contract with the person or entity.
- (iii) The COUNTY, upon good faith belief that a subconsultant knowingly violated the provisions of this subsection, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT and order CONSULTANT to immediately terminate the contract with the subconsultant.
- (iv) A contract terminated under the provisions of this subsection is not a breach of contract and may not be considered such.


- (v) *Subcontracts.* CONSULTANT or subconsultant shall insert in any subcontracts the clauses set forth in this subsection and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this subsection.

IN WITNESS WHEREOF, this AGREEMENT has been fully executed on behalf of the parties hereto by its duly authorized representatives, as of the date first written above.

REVIEWED BY


**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**


Samuel T. Amerson, P.E.
Utilities & Solid Waste Director


Don G. Donaldson, P.E.
Deputy County Administrator

**RAFTELIS FINANCIAL CONSULTANTS,
INC.**

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY**


Robert J. Ori
Executive Vice President



Sarah W. Woods
County Attorney

EXHIBIT A

SCOPE OF SERVICES

Martin County solicited proposals from qualified and experienced firms to provide assistance in water, wastewater, solid waste and other rate advisory financial services. The selected firm will be expected to perform upon the issuance of periodic task orders for such services as assistance in budgeting and forecasting, rate making, management accounting assistance, financing activities assistance, financial analysis of systems, as well as other tasks as may be deemed necessary by the County.

Tasks may include, but will not be limited to:

- Review and redesign as considered necessary based on cost of services and recovery principals, the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, fees for general services, including but not limited to; fire service, parks and recreation, planning, zoning and building, and other charges.
- Prepare statistics and projections of potable water, wastewater, solid waste, stormwater and other programs including number of customers and usage and generation rate, for planning and rate evaluation services.
- Separately project annual revenue requirements for the potable water, wastewater, solid waste, stormwater and other programs, for planning and rate evaluation services.
- Review and design as considered necessary, appropriate fees for other miscellaneous services as provided by water and wastewater utility systems.
- Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of such type of service.
- Review operations of the water and wastewater utility, solid waste and stormwater systems to determine if additional services, charges and revenue enhancements are appropriate.
- Perform financial sensitivity analyses on utility operations taking into account such factors as capital program implementation, regulatory changes and other such issues that may cause a need to review financial operations.
- Review the prevailing connection (capital facility) fees and capital cost recovery programs in light of the projected expansion and unused existing capacity. Develop new charges to recover the capital investment require to accommodate growth and provide for future adjustments to the charges.
- Review operations and performance by the County's Utilities and Solid Waste Department.
- Perform financial due diligence activities related to the acquisition of utility and solid waste systems or service areas.

- Provide assistance in development of utility and solid waste contracts including, but not limited to, rate ordinances and resolutions, bulk service agreements, franchise agreements, acquisition contracts, extension and development agreements, reclaimed water usage agreements, and inter-local agreements between the County and other public agencies. Services may involve drafting agreements, review of documents, negotiations among affected parties and performance of economic analyses required for evaluation.
- Provide assistance in strategic planning activities.
- Provide assistance in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, Florida State Revolving Fund Loan and others.
- Provide assistance in the development of accounting, financial and business policies as well as providing opinions on such issues.
- Assistance to the County in providing privatization and managed competition activities and cost evaluations.
- Compile accounting and financial data to be used in the periodic bond rating agencies surveillance of Martin County and the Utilities Department. Prepare summary tables organized in a manner similar to Fitch Analytical Sensitivity Tool (FAST) and/or analytical models used by other rating agencies.
- Preparation of financial feasibility reports in support of the issuance of revenue bonds, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.

MINIMUM QUALIFICATIONS

1. Proposer must have performed similar services for the past (5) five years of the scope and nature required by this RFP.
2. The proposer must have sufficient staff and computer technology ability to handle the proposed workload described herein in a timely manner.
3. If sub-contractor service is proposed, verification of qualifications shall be submitted with proposal.

Total Cost

Hourly Fee Schedule of Labor Billing

Rates: Hourly rates used for the consulting services provided by Raftelis shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

A schedule of Raftelis' initial standard hourly billing rates by job classification to be in effect for the duration of the project is as follows:

| Project Team Member / Job Classification | Direct Hourly Rate [1] |
|--|------------------------|
| Chief Executive Officer / Executive Vice President | \$250 |
| Vice President / Principal Consultant | \$240 |
| Senior Manager/Director of Data Services | \$230 |
| Manager | \$220 |
| Senior Consultant | \$210 |
| Consultant | \$200 |
| Senior Associate | \$180 |
| Associate | \$150 |
| Senior Rate Analyst | \$125 |
| Rate Analyst | \$100 |
| Analyst | \$80 |
| Assistant Analyst | \$65 |
| Creative Services | \$125 |
| Clerical and Administration | \$70 |

[1] Direct labor hourly rates effective twelve months after the date of execution of an agreement between the County and Raftelis; rates may be adjusted by not more than the net percentage change in the Consumer Price index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter. Any change in direct hourly rates must be approved by the County prior to implementation.

Standard Cost Rates: Nominal fee rates apply when additional expenses are incurred during performance of work. A schedule of Raftelis' standard expense rates is as follows:

| Expense Description | Standard Cost Rates |
|---|---|
| Mileage Allowance – Personal Car Use Only | IRS Standard Mileage Rate |
| Reproduction (black and white) (in-house) | \$0.05 per page |
| Reproduction (color) (in-house) | \$0.25 per page |
| Reproduction (contracted) | Actual Cost |
| Computer Time | \$0.00 per hour |
| Telephone Charges | Actual Cost |
| Delivery Charges | Actual Cost |
| Lodging / Other Travel Costs | Actual Cost |
| Meals [2] | Not to Exceed per Raftelis Employee per County Reimbursement Policy |
| Subconsultant Services | Actual Cost |
| Other Costs for Services Rendered | Actual Cost |

[2] Standard cost rates will be based on the County reimbursement policy or Florida Statute Section 112.061, as appropriate, during the billing period referenced on the invoices for services.

Raftelis typically bills for our services on an hourly, not-to-exceed contract maximum basis as opposed to a lump sum amount. Thus, it has been our practice that, to the extent that the actual services performed by Raftelis are less than each work authorization amount, then the County would not be billed for the outstanding balance, absent any request for additional services that the County may need.

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 4, 2022

Agenda Item No. Tab 6

Agenda Title: Request to Authorize the Town Manager to Encumber and Disburse Payment to Southern Sewer Equipment Sales for Goods and Services Associated with Repairs to Stormwater Vacuum Equipment No. 52.

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

Approved by ^{ACTIVIA} Town Manager *Roberto F. Travieso* Date: 4/27/22

Roberto F. Travieso/Public Works Director
Name/Title

| | | |
|---|---|--|
| <p>Originating Department: Public Works</p> | <p>Costs: \$56,843.92 Funding Source: <i>Stormwater Balance Brought Forward</i> Acct. # 402-399-999 [X] Finance: <i>R. Cariseo</i></p> | <p>Attachments 1: - Repair Quote Attachments 2: - Sole Source Letter</p> |
| <p>Advertised: Date: Paper: [X] Not Required</p> | <p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p> | <p>Yes, I have notified everyone _____ OR Not applicable in this case ____ Please initial one.</p> |

Summary Explanation/Background:

Vacuum trucks or vacuum tankers are the workhorse of an effective stormwater maintenance operation and said programs' compliance with Federal, State, and local environmental regulations and permitting requirements. Specifically, vacuum trucks, facilitate hydro excavations and removal of harmful debris from the stormwater system before rainfall runoff enters sensitive bodies of water.

In September 2008, the Town Commission approved the purchase of vacuum truck No. 52 (Vac-Con

make), which is now in its thirteenth (13) year of service with the Town's Public Works Stormwater Division (the Division).

The division regularly operates the vacuum truck as part of its permit-required, preventive maintenance program, especially to remove debris and prevent obstructions or reductions in the system's capacity to convey storm runoff to the Intracoastal Waterway.

In March 2022, the vacuum truck was delivered to our local authorized vendor due to operational issues. Investigation revealed that the truck's debris storage tank had developed a significant amount of rust damage and needs replacement.

Furthermore, Town Staff has obtained a quote from Southern Sewer Equipment Sales at a cost of **\$54,843.92** for the tank replacement (Attachment 1). Southern Sewer Equipment Sales is the sole source repair servicer for the vacuum truck (Attachment 2). Funds for the proposed repair would come from the Stormwater Balance Brought Forward account.

Once the vendor is authorized to proceed with the replacement, they estimate that repairs will be completed within thirty (30) days.

The Town Manager believes that replacing the tank is the most cost-effective and timely course of action to return vacuum truck No. 52 to service and recommends approval.

Recommended Motion: I move to authorize the Town Manager to approve the quote from Southern Sewer Equipment Sales for the debris tank replacement on vacuum truck No. 52.

Southern Sewer Equipment Sales

QUOTE

3409 Industrial 27th Street
Fort Pierce, FL 34946

1-800-782-4134

info@southernsewer.com

| |
|-----------|
| DATE |
| 4/19/2022 |

| | | |
|---|--------|--------|
| NAME / ADDRESS | NUMBER | 11990A |
| TOWN OF LAKE PARK FINANCE DEPARTMENT 535 PARK AVE. LAKE PARK, FL 33403 | | |
| Ship To | | |
| TOWN OF LAKE PARK 650 OLD DIXIE HIGHWAY LAKE PARK, FL. 33403 | | |
| ATTENTION | PAUL | |

| | |
|-------------|-------------|
| SALESMAN | P.O.#/REQ.# |
| AL | |
| TERMS | PHONE # |
| NET 10 DAYS | |

PLEASE REFER TO QUOTE NUMBER WHEN PLACING ORDER

| QTY | ITEM | DESCRIPTION | EACH | Total |
|-----|---------------|--|-----------|-----------|
| 0 | MILEAGE | DATE/TIME: 04/19/2022 VAC-CON:01095219 MODEL #V312SHA/1300 IN SERVICE DATE:02/09/09 FAILURE DATE: 04/19/2022 UNIT #: MILEAGE IN: MILEAGE OUT: PONY MOTOR: CHASSIS HOURS: VIN #:2FZHAWBS19AAL8829 | 1.57 | 0.00 |
| | MECHANI... | ESTIMATE TO REMOVE AND REPLACE DEBRIS TANK ASSEMBLY | 0.00 | 0.00 |
| 1 | 711-12705 | DEBRIS TANK STRUCT ASSY 12 YD TANDOM AXLE | 27,747.80 | 27,747.80 |
| 1 | 711-12761 | DOOR STRUCTURE ASSEMBLY - UNI MOUNT | 4,939.55 | 4,939.55 |
| 1 | PAINT | ACCORDING TO SER # 01095219 | 5,358.00 | 5,358.00 |
| 1 | 711-12776 | WEAR PLATE ASSY 5 TO 14 YD DIA REAR DOOR | 422.67 | 422.67 |
| 1 | 711-12826 | DOOR SEAL AY 72" DIA REAR DOOR | 308.33 | 308.33 |
| 1 | 711-12951 | REAR DOOR HINGE ASSEMBLY, 5-14 YARD | 953.41 | 953.41 |
| 1 | 711-14793D | TANK DOOR LOCK HYD ASSY-DOOR HOLDER | 2,824.31 | 2,824.31 |
| 1 | 711-14478 | VAC BREAKER STRUCTURE ASSY-INTERNAL SPRING | 1,392.03 | 1,392.03 |
| 1 | 711-21703C... | FLOAT ARM ASSEMBLY 3-14 YARD UNITS (REPLACES 711-0238) | 334.71 | 334.71 |
| 1 | 711-3356 | HYD DOOR LOC ASSY. (ADDITIONAL PARTS NEEDED TO COMPLETE UPGRADE) | 1,891.34 | 1,891.34 |
| 1 | 711-14426F4 | DEB TANK FLUSHOUT ASSY-TAND NO AIR PURGE | 922.65 | 922.65 |
| 1 | 810-10213 | PIVOT (WELD TO DEBRIS TANK PER DRAWING 711-14793) | 33.06 | 33.06 |
| 1 | 810-17718 | GRABBER BRACKET UPPER/ANGLED WELDMENT (WELD TO DEBRIS TANK PER DRAWING 711-14793) | 67.02 | 67.02 |

| | |
|------------------------------|---------------------------------|
| | Total |
| PRICES ARE SUBJECT TO CHANGE | FREIGHT NOT INCLUDED IN PRICING |

CREDIT CARD PAYMENTS WILL NOT BE ACCEPTED ON INVOICES OVER \$7500
A 25% RESTOCK WILL BE CHARGED ON ALL RETURNED ITEMS.

Southern Sewer Equipment Sales

QUOTE

3409 Industrial 27th Street
Fort Pierce, FL 34946

1-800-782-4134

info@southernsewer.com

| |
|-----------|
| DATE |
| 4/19/2022 |

| | | |
|---|--------|--------|
| NAME / ADDRESS | NUMBER | 11990A |
| TOWN OF LAKE PARK FINANCE DEPARTMENT 535 PARK AVE. LAKE PARK, FL 33403 | | |
| Ship To | | |
| TOWN OF LAKE PARK 650 OLD DIXIE HIGHWAY LAKE PARK, FL. 33403 | | |
| ATTENTION | PAUL | |

| | |
|-------------|-------------|
| SALESMAN | P.O.#/REQ.# |
| AL | |
| TERMS | PHONE # |
| NET 10 DAYS | |

PLEASE REFER TO QUOTE NUMBER WHEN PLACING ORDER

| QTY | ITEM | DESCRIPTION | EACH | Total |
|-----|---------------|---|----------|----------|
| 1 | 810-17719 | GRABBER BRACKET LOWER, 6-3/4" O.A. (WELD TO DEBRIS TANK PER DRAWING 711-14793) | 33.92 | 33.92 |
| 1 | 810-1265 | FLANGE 7.50 OD X 3.50 ID X 1.50 THK (WELD TO REAR DOOR PER DRAWING 711-17526) | 125.73 | 125.73 |
| 1 | 711-17979L... | LAYFLAT HOSE ASSY 3" X 20 FT | 184.73 | 184.73 |
| 1 | 711-12976 | DEBRIS TANK SCREEN ASSEMBLY WITH BOTH SCREENS, HINGE WELDMENTS BRACKETS/PINS AND ALL HARDWARE[TRIANGLE SHAPE] | 1,779.66 | 1,779.66 |
| 45 | LABOR | LABOR BY SOUTHERN SEWER: ESTIMATED | 125.00 | 5,625.00 |
| 1 | FREIGHT | SHIPPING NOT INCLUDED IN PRICING | 1,900.00 | 1,900.00 |

UPON REVIEWING THIS QUOTE, IF THERE ARE ANY QUESTIONS, PLEASE CONTACT US AT 1-800-782-4134.

| | | |
|------------------------------|---------------------------------|-------------|
| | Total | \$56,843.92 |
| PRICES ARE SUBJECT TO CHANGE | FREIGHT NOT INCLUDED IN PRICING | |

CREDIT CARD PAYMENTS WILL NOT BE ACCEPTED ON INVOICES OVER \$7500
A 25% RESTOCK WILL BE CHARGED ON ALL RETURNED ITEMS.



March 28, 2018

To Whom It May Concern,

This letter will confirm that Southern Sewer Equipment Sales, located at...

3409 Industrial 27th Street
Fort Pierce, FL 34946

10575 General Drive
Orlando, FL 32824

8200 NW 58th Street
Doral, FL 33166

...is the sole authorized Vac-Con, Inc. dealer for sales, parts, and service in the State of Florida (excluding the Florida Panhandle).

Regarding warranties, parts warranties are only available on OEM parts purchased through an authorized Vac-Con, Inc. dealer. Warranties are non-transferable, and Vac-Con is not liable if someone has made any repairs to the unit other than Vac-Con, its dealers, or employees.

If you have any further questions, please do not hesitate to contact us.

Thank you,

A handwritten signature in blue ink, appearing to read "Todd Masley".

Todd Masley
Executive Vice President

MORE POWER TO YOU

969 Hall Park Road,
Green Cove Springs, FL 32043
Tel: 904.284.4200 • Fax: 904.284.3305
www.vac-con.com

Ordinance on First Reading

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 04/20/22

Agenda Item No. Tab 7

Agenda Title: Additional Homestead Exemption Ordinance for Eligible Homeowners over the age of 65 in which Annual Income does not exceed

- | | | | |
|-------------------------------------|---|--------------------------|----------------|
| <input type="checkbox"/> | SPECIAL /REPORTS | <input type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/> | BOARD APPOINTMENT | <input type="checkbox"/> | OLD BUSINESS |
| <input checked="" type="checkbox"/> | PUBLIC HEARING ORDINANCE ON 1 st READING | | |
| <input type="checkbox"/> | NEW BUSINESS | | |
| <input type="checkbox"/> | OTHER: WORKSHOP _____ | | |

Approved by Town Manager:  **Date:** 04-26-2022

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"> Exemption Ordinance (02-2022) |
| 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:

The Town Commission voted to exempt \$10,000 in Homestead exemptions for certain residents who meet income guidelines for the exemption. Residents over the age of 65 and who meet income guidelines are eligible for the additional \$10,000 exemption.

Staff is recommending Approval.

Recommended Motion: Move to approve 02-2022 Ordinance on First Reading.

ORDINANCE NO. 02-2022

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING A HOMESTEAD EXEMPTION IN ACCORDANCE WITH SECTION 196.075 FLORIDA STATUTES TO BE INCLUDED IN THE TAX BILLS FOR THE OWNERS OF RESIDENTIAL PROPERTIES IN THE TOWN WHO ARE PERSONS 65 YEARS AND OLDER PROVIDED THE OWNERS ANNUAL INCOME DOES NOT EXCEED THE MAXIMUM INCOME ESTABLISHED IN THE LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution at Article VII, Section 6(f) allows municipalities the option of granting an additional homestead exemption to certain persons 65 years of age or older whose household income does not exceed a certain specified amount; and

WHEREAS, Section 196.075, Florida Statutes, was amended in 2007 through the passage of Chapter 2007-4, Laws of Florida to allow an additional homestead exemption for income eligible persons 65 years of age or older; and

WHEREAS, Section 196.076(2) of the Florida Statutes allows municipalities to adopt an ordinance, incorporating an exemption for income eligible persons 65 years of age or older (qualifying seniors) who own properties which they have designated as a homestead property; and

WHEREAS, the Town Commission has determined that it is appropriate to adopt an ordinance which grants qualifying seniors an additional \$10,000 homestead exemption.

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

SECTION 1. The foregoing recitals are hereby incorporated herein as true and correct.

SECTION 2. HOMESTEAD EXEMPTION.

Pursuant to Section 196.075, Florida Statutes, persons 65 years of age and older who are owners of residential properties in the Town of Lake Park, and who have designated their properties as their homestead shall be eligible for a homestead exemption of \$10,000.

SECTION 3. Requirements. Any person who is the owner of a residential property in the Town who on January 1 has attained the age of 65 years of age shall be entitled to an annual homestead exemption in the amount of \$10,000 provided all of the following requirements are met.

- a) The person has legal or beneficial title in equity to real property; and
- b) The person maintains a permanent residence on the real property; and
- c) The person's household income does not exceed \$28,400.00 as adjusted herein below; and
- d) The person claiming the exemption annually submits to the Palm Beach County Property Appraiser, not later than March 1, a sworn statement of the person's household income on a form prescribed by the Florida Department of Revenue; and
- e) The person files a statement which is in accordance with the rules of the Florida Department of Revenue which is supported by copies of any federal income tax returns for the prior year, any wage and earnings statements (W-2 forms), and any other documents which the Florida Department of Revenue deems necessary, for each member of the household pertaining to the person's household income. Such documentation shall be submitted by June 1 and shall attest to the accuracy of such copies; and
- f) The Property Appraiser approves the exemption after being provided with all required documentation.

For purposes of determining household income, it shall be calculated in accordance with Section 196.075(3), Florida Statutes (2021) and shall have been adjusted annually. The calculation of household income shall be adjusted annually, on January 1, by the percentage change in the average-cost-of-living index in the period January 1 through December 31 of the immediate prior tax year compared with the same period for the tax year prior to that. The index is the average of the monthly consumer-price-index figures for the stated 12 month period, relative to the United States, as a whole, issued by the United States Department of Labor.

If title is held jointly with the right of survivorship, any surviving person residing on the property who demonstrates that he or she meets the above requirements shall be eligible to receive a \$10,000 homestead exemption.

SECTION 4. The Town Clerk shall deliver a copy of this Ordinance to the Palm Beach County Property Appraiser no later than December 1, 2022.

SECTION 5. Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion of part thereof, other than the part so declared to be invalid.

SECTION 6. This Ordinance repeals all laws or ordinances in conflict herewith.

SECTION 7. This Ordinance shall be effective upon execution.

New Business

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 4, 2022

Agenda Item No. Tab 8

Agenda Title: A REQUEST FROM BRIDGES AT LAKE PARK REGARDING REQUESTS FOR HAITIAN FLAG DAY EVENT IN KELSEY PARK

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

Approved by Town Manager *ACTING Riunite Franks* **Date:** 4/21/2022

Riunite Franks

Digitally signed by Riunite Franks
DN: cn=Riunite Franks, o=Town of Lake Park, ou=Special Events Department, email=rffranks@lakeparkflorida.gov, c=US
Date: 2022.04.20 16:45:48 -04'00'

Name/Title

| | | |
|--|--|---|
| Originating Department: <p style="text-align: center;">Special Events</p> | Costs: \$0 Funding Source: Acct. <input type="checkbox"/> Finance _____ | Attachments: Copy of Facility Rental Application Copy of Special Event Permit Application Copy of Public Works Department Memo |
| 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 <u>RCF</u> or Not applicable in this case _____ Please initial one. |

Summary Explanation/Background:

On April 6, 2022 the Special Events Department received a Facility Rental Application and Special Event Permit Application from BRIDGES at Lake Park. Bridges is proposing a Haitian Flag Day Celebration event in Kelsey Park on Wednesday, May 18. The celebration will include food from a local Haitian restaurant, games and crafts. BRIDGES at Lake Park would like the Town to sponsor the event as well as approve the following special "wavier" requests which cannot be granted administratively.

| REQUESTED CATEGORY | VALUE (monetary or other) | TOTAL |
|---|--|-------------------------------|
| Special Event Application Fee | \$50.00 | \$50.00 (Indirect Cost) |
| Kelsey Park Refundable Security Deposit | \$1,000.00 | \$1,000.00 (Indirect Cost) |

Recommended Motion: Motion to approve the requests made by BRIDGES at Lake Park.



DATE/TIME RECEIVED:

4/6/22

**TOWN OF LAKE PARK
COMMUNITY DEVELOPMENT DEPARTMENT
SPECIAL EVENT PERMIT APPLICATION**

For Events being held on Town Property, Town services may be requested for an additional fee(s). Please schedule a pre-submittal meeting with the Community Development Director at least 60 days in advance of your event by calling 561-881-3319.

This Application must be completed and submitted by the Event Organizer ("Applicant")

Instructions:

This completed Special Event Permit Application and all relevant attachments must be submitted to the Community Development Department not less than twenty-one (21) calendar days prior to the date of the proposed Event.

For events being proposed wholly or partially on Town Property, the deadline to submit is sixty (60) calendar days prior to the date of the proposed Event.

Application Fee Due and Payable Upon Submittal: \$100.00 (\$50.00 for individuals or Non-profit organizations)

Non-Profit IRS Tax Identification Number (required if Applicant is a non-profit):

59-0192430

(If applicable)

Name of Applicant (i.e. Event Organizer):

CHILDREN'S HOME SOCIETY OF FLORIDA - BRIDGE AT LAKE PARK

Name of Event:

HAITIAN FLAG DAY

Address/Location of Event:

KELSEY PARK 601 FEDERAL HWY LAKE PARK FL 33403

If this Event requires a Town facility rental, please contact our Special Events Department at 561-840-0160 regarding the completion of the Facility Usage Application **PRIOR** to submitting this application.

Dates/Times of the event (as applicable):

| | Date | Day | Begin Time | End Time |
|-------------|----------|-----------|--------------------|--------------------|
| Event Day 1 | 06.18.22 | Wednesday | 5:30 () AM (X) PM | 7:30 () AM (X) PM |
| Event Day 2 | | | () AM () PM | () AM () PM |
| Event Day 3 | | | () AM () PM | () AM () PM |
| Event Day 4 | | | () AM () PM | () AM () PM |
| Event Day 5 | | | () AM () PM | () AM () PM |
| Event Day 6 | | | () AM () PM | () AM () PM |

Additional Applicant Information:

Name: AMISHKA HEPBURN

Address: 1411 10th ST

State/Zip FL 33403

CONTACT PHONE: 561-881-5060

Alternate Phone # _____

Fax: _____

E-mail: AMISHKA.HEPBURN@CHSFL.ORG

Description and Purpose of the Event

A CELEBRATION OF HAITI WE WILL HAVE GAMES, CRAFTS, FOOD AND MUSIC. MEMBERS OF BRIDGES AND THE COMMUNITY AT LARGE ARE WELCOME TO CELEBRATE WITH US.

Estimated number of participants? 60

Has this event ever occurred in the Town of Lake Park? Yes ___ No ✓

Has this site had a Special Event Permit this calendar year? Yes ✓ No ___

Will there be an admission fee for the Event? If yes, how much? Yes ___ (\$ ___) No ✓

****THE FOLLOWING SECTIONS MAY NOT APPLY TO
NON-COMMERCIAL EVENTS****

Will your event require road closure? Yes ___ No

If YES, describe the requested street segment closure and time and provide a Traffic Circulation Plan prepared by a Traffic Engineer, including a detour signage plan. You are responsible for notifying affected businesses/entities, including Palm Tran, regarding affected routes:

(Initial to acknowledge statement)

EVENT COMPONENTS (Check the items that will be associated with your event.)

- Road closure
- Electric service hook-up required
- Water service hook-up required
- Sidewalks blocked
- Municipal park(s) prepared
- Booths or other temporary structures
- Parking lots to be partially or completely closed
- Food Vendors
- Town litter pick-up or street sweeping
- Tents (if yes, describe type and size 3-20x10 2-10x10)
- Barricades ordered
- Alcohol served
- Security/Law Enforcement
- Music, bands, DJ
- Rides or other amusements
- Animals
- Fireworks
- Bleachers
- Designated parking area
- Town Restroom (if yes, please describe KELSOY PARK RESTROOM)
- Portable Restrooms (if yes, please describe _____)
- Dumpsters/Trash Receptacles
- Portable stage
- Other (e.g., bounce house, etc.)

EVENT VENDOR(S) LIST ALL NAMES (identify which ones are food trucks)

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Will the event require the use of electricity? Yes No

Will the event require water hook-up? Yes No

*Will food and/or beverages be served? Yes No

*Will the event have vendors or concession sales, including food? Yes No

****If the answer to the above question is YES, the Applicant/Event Organizer is responsible for securing all respective Palm Beach County and State of Florida Health Certificates for food vendors, as well as copies of all other commercial vendor licenses.***

WILL THE EVENT INCLUDE FOOD TRUCKS? Yes No

****If the answer to the above question is YES, the Applicant/Event Organizer must ensure all food trucks have the proper State license and PBC Business Tax Receipt, and provide copies to the Town with the initial submittal of this Application (or at the very latest 14 calendar days in advance of the event).***

For events on Town property, Applicants must also provide to the Town a Certificate of Insurance issued no more than thirty (30) days prior to the date of the event and naming the Town of Lake Park (and the CRA, if the event is taking place within the CRA area) as certificate holder and an additional insured with respect to commercial general liability. The required limits are \$1 million per occurrence and \$2 million aggregate. \$100,000 damage to rented premises must also be provided.

Applicants who are found to have attempted to circumvent this requirement by using another person/entity for the purposes of obtaining the required insurance coverage shall be barred from obtaining another special event permit within the Town for three years.

— A H
(Applicant initial to acknowledge statement)

The Applicant holds full responsibility and liability for its vendors. A H
(Initial to acknowledge statement)

**Will alcoholic beverages be served? Yes No

*****If the answer to the above question is YES, additional liquor legal liability insurance usual to the insured's operations with a \$1million limit must be included on the Certificate of Insurance.***

***Are you proposing signage? Yes No

******If the answer to the above question is YES, please fill out the Signage Permit Application available in the Community Development Department. An additional \$100.00 application fee is required for this signage application. This application will be deemed incomplete if signage is proposed and a signage application is not submitted.***

535 PARK AVENUE, LAKE PARK, FLORIDA • Phone 561-881-3318 • Fax 561-881-3323

Special Event Permit Application

Revised: October 2018

Previous Editions Obsolete

Will the event have an official "Flyer" and/or promotional materials? Yes No
If yes, please provide a copy of the "Flyer".

Please provide a sketch of the Special Event site including: Proposed location of parking, tent(s), concession stand(s), booth(s), stage(s), etc. OR provide an attachment:

NOTE: Public parking spaces are on a first-come, first-serve basis, and may be metered depending on where your event is being held.

IF TENTS ARE BEING UTILIZED:

MAXIMUM ALLOWABLE TENT SIZE IS 35' X 45'

For ALL tents larger than 10 ft. x 10 ft. (pop-up style), a *Certificate of Flame Resistance* is required and must accompany this Special Event Permit Application.



MAY
18
2022

5:30pm-7:30pm

Join BRIDGES at Lake Park as we
celebrate the rich heritage of Haiti!
Enjoy food, fun, music, games and
prizes!!!

**KELSEY PARK
601 FEDERAL HWY LAKE PARK
FL 33403**



**FOR MORE INFORMATION, CALL
561-881-5060.**



LAKE SHORE PARK

Kelsey Park

PARKING

PARKING

THREE - 20X20 TENTS

TWO - 10X10 TENTS

KELSEY PARK

HAITIAN FLAG DAY
05.18.22

X - 20x10 TENT

X - 10x10 TENT

(All requirements imposed by any of the reviewing entities below, will be communicated to the Applicant early-on and must be secured no later than 14 calendar days in advance of the event, with verification provided to the Town prior to the issuance of the Special Events permit)

(FOR OFFICE USE ONLY)
SIGNATURES/APPROVALS:

Please Sign and Date

SPECIAL EVENTS DIRECTOR: *(If applicable)*

_____ DATE: _____

PUBLIC WORKS DIRECTOR:

_____ DATE: _____

MARINA DIRECTOR: *(If applicable)*

_____ DATE: _____

PALM BEACH COUNTY SHERIFF:

_____ DATE: _____

PALM BEACH COUNTY FIRE-RESCUE:

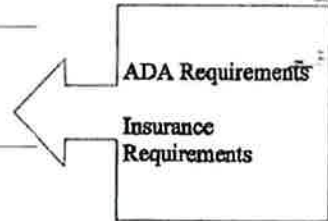
_____ DATE: _____

RISK MANAGEMENT: *(If applicable)*

_____ DATE: _____

CODE COMPLIANCE OFFICER:

_____ DATE: _____



COMMUNITY DEVELOPMENT DIRECTOR:

_____ DATE: _____



Town of Lake Park Facility Rental Application

Date of Event: May 18, 2022

Time of Event: 5:30 pm to 7:30 pm

Set-up Time: 4:30 pm to 5:30 pm

Breakdown Time: 7:30 pm to 8:30 pm

Rental Facility

Town Hall: Mirror Ballroom

W. Ilex Park: Picnic Pavilion

Kelsey Park: Entire Park (Requires Special Events Permit) Gazebo

Lake Shore Park: Entire Park (Requires Special Events Permit) Indoor Pavilion

Lake Shore Park: Picnic Pavilions (North, South, Playground)

Purpose of Rental:

Celebration of Haitian Flag Day

Requests:

Alcoholic Beverages Bounce House
 Special Events Permit Required

Contact Information:

Name: Anishka Hepburn

Organization: BRIDGES at Lake Park

Address: 1411 10th Street

Lake Park, FL 33403

Home: () - Cell: () -

Work: (561) 881 - 5060 E-mail: _____

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THE FACILITY RENTAL POLICY AGREEMENT.

Renter: _____ Date _____

Lake Park Staff: _____ Date _____



Facility Usage Agreement

This agreement, made the 6th day of April, 201 , by and between THE TOWN OF LAKE PARK, a Florida municipal corporation (Town) and BRIDGES at Lake Park (Renter).

Premises: Town leases to Renter and Renter leases from Town the Kelsey Park (Facility Name)

Term: The hours of rental are from 4:30 o'clock p.m. until 8:30 o'clock p.m. on _____ (Day/Date).

Security Deposit: Event organizer shall deposit with Town the sum of \$1,000.00 as security for the full and faithful performance by event organizer of all of event organizers obligations hereunder. The deposit shall be made at the time the reservation for the premise is made with Town. No interest shall be paid upon the security deposit nor shall Town be required to maintain said deposit in a segregated account. The security deposit shall not be considered prepaid rent. In the event that the event organizer shall default in the full and faithful performance of any of the terms hereof, then Town may, without notice, either retain the security deposit as liquidated damages, or Town may retain the same and apply it toward actual damages sustained by Town by reason of the default of the event organizer. If the event organizer fully and faithfully complies with all of the terms hereof, the security deposit or any balance thereof shall be returned to the event organizer within one month of the event.

Rental Rate: Event Organizer shall pay Town the rental sum of \$ 0, fourteen (14) business days prior to the event. Any payment made to the Town after the 14 days must be paid in cash only.

Leases and Assignments: Event Organizer shall not have the right to assign this agreement to any other person or entity.

Rules and Regulations: The rules and regulations included hereto shall be incorporated into and made a part of this agreement.

Indemnification: Renter shall, during the term of this agreement, fully protect, indemnify and hold Town harmless from any and all claims, demands, actions, suits, judgments, liabilities, losses, costs and expenses (including reasonable attorney's fees and expenses) of every kind and character arising, or alleged to arise, out of or in connection with any injury to, or the death of, any person or any damage to or loss of any property in any manner growing out of or connected with, or alleged to grow out of or to be connected with, any act, omission, event, condition or casualty in connection with the business or profession conducted on the premises or the use or occupancy of the premises by Renter, his employees, agents, licensees or invitees, or causes by or resulting from, or alleged to be caused by or to result from, the negligence of other conduct of Renter, his employees, agents, licensees or invitees.

General Provisions:

Captions: The captions or titles to the various sections of this agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this agreement or of any parts thereof.

Joint and Several Obligations: If event organizer consists of more than one person or entity, the obligation of all such persons is joint and several.

Situs: The agreement shall be constructed and interpreted according to the laws of the State of Florida.

In witness whereof, the parties have executed this Agreement, as evidence of their agreement to the information set out therein.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THIS RENTAL AGREEMENT POLICY.

EVENT ORGANIZER: _____
(PRINT)

(SIGNATURE)

DATE: _____ / _____ / _____



MEMORANDUM

To: Special Event Permit File and Organizer
From: Dwayne Bell, Operations Manager
Date: April 18, 2022
Subject: Bridges at Lake Park, Haitian Flag Day Event on May 18, 2022

Please note the following conditions for the event:

1. The Town shall activate power to outlets as requested. All extension cords used by the Event Organizer must be free of splices and have grounding prongs intact.
2. Keep vehicles on paved or concrete surfaces and off the grass.
3. Extra Garbage Cans will be delivered to the park for the event.
4. Irrigation will be adjusted for the event.
5. The Event Organizer and Town's Public Works Department Representative(s) shall walk the park to identify special site conditions at the park. PLEASE CONTACT PUBLIC WORKS at (561) 881-3345 or publicworks@lakeparkflorida.gov at least 72 hours in advance of the event to schedule walk through to discuss any special site conditions or concerns.

TAB 8a



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 4, 2022

Agenda Item No.

Agenda Title: A REQUEST FROM FAITH-BASED ACADEMY OF PATRIOTS RETURNING TO EDEN REGARDING THE PROPOSED CELEBRATION OF HAITIAN FLAG DAY IN BERT BOSTROM PARK

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

Approved by Town Manager [Signature] Date: 5-3-22
Riunite Franks
Digitally signed by Riunite Franks
DN: cn=Riunite Franks, o=Town of Lake Park, ou=Special Events Department, email=rfranks@lakeparkflorida.gov, c=US
Date: 2022.05.02 15:43:36 -04'00'

Name/Title

Table with 3 columns: Originating Department (Special Events), Costs (\$2,413.00), Attachments (Copy of Special Event Permit Application), Advertised (Not Required), and Yes I have notified everyone (RCF).

Summary Explanation/Background:

On Thursday, April 14, 2022 the Special Events Department received a Special Event Permit Application from Bethlehem Haitian Baptist Church proposing the annual Celebration of Haitian Flag Day. The celebration was to include live entertainment, athletic competitions, games and crafts. The Special Events Department submitted the application to the appropriate Town staff for review and received all of the required signatures.

On Thursday, April 21, 2022 the Special Events Department received notification that the Celebration of Haitian Flag Day event was actually being organized by Faith-Based Academy of Patriots Returning to Eden (FAPRE), a local organization that was only using Bethlehem Haitian Baptist Church as the event site. In addition, the organizers requested that the event be moved to Bert Bostrom Park and that the Town become an event sponsor.

On Thursday, April 28, 2022 Town staff, representatives from PBSO and PBCFR met with the event organizers, Lesly Berry and Charlemagne Metayer to discuss the event logistics and requests. The organizers explained that they are expecting at least 500 attendees and are in need of a larger venue. They also explained that they are expecting to have live entertainment by various artists, possible food vendors, soccer and basketball competitions, bounce houses, races, games and appearances from PBSO Mounted Unit, Motorcycle Unit and Swat.

At this time FAPRE would like the Town to sponsor the event, provide a monetary donation, as well as approve the following special “wavier” requests which cannot be granted administratively.

| REQUESTED CATEGORY | VALUE (monetary or other) | TOTAL |
|--|---------------------------------|-----------------------------|
| <p style="text-align: center;">Marketing Assistance</p> <ul style="list-style-type: none"> • The use of the Town of Lake Park logo on all event marketing material • Event flyer and information posted on the Town of Lake Park website (Special Events Department page and Town calendar) • Event flyer and information posted on all Town of Lake Park social media accounts • Event flyers posted at all Town of Lake Park special events • Email blasts sent via the Town of Lake Park's Constant Contact account | No Monetary Value | No Monetary Value |
| <p style="text-align: center;">Monetary Donation of \$1,000.00</p> <p>The event organizers have hired several artists and groups to perform at the event. They are asking the Town to assist with paying the fee for live entertainment.</p> | \$1,000.00 | \$1,000.00 (Direct Cost) |
| <p style="text-align: center;">Staff Fee</p> <p>One staff person from the Public Works Department will be needed to assist the organizers at the event with the Town generator.</p> | \$32.00 Per Hour for 7 Hours | \$288.00 (Direct Cost) |
| <p style="text-align: center;">Refundable Security Deposit</p> <p>(Due to the high volume of large vehicles, trucks and vans, that are expected to drive on the field to set up the stage, tents, tables, chairs, etc. staff is expecting to have to repair damage to the sod and sprinklers after the event. This is an estimated cost that could increase or decrease depending on the damage)</p> | \$1,000.00 | \$1,000.00 (Direct Cost) |

| | | |
|---|--|---|
| <p align="center">Restroom Cleaning</p> <p>Additional restroom cleaning for the restrooms located at Bert Bostrom Park</p> | <p>\$125.00</p> | <p>\$125.00 (Direct Cost)</p> |
| <p align="center">Park Rental Fee</p> | <p>\$500.00 Flat Rate Rental Fee \$35.00 Tax</p> | <p>\$535.00 (Indirect Cost)</p> |
| <p align="center">Certificate of Insurance Requirement</p> <p>The organizers would like the Town to waive the requested Certificate of Insurance requirement for special event permits. This waiver would require the Town of Lake Park to take on the liability for the event. The liability will include the food vendors as well.</p> | <p>No monetary value unless a claim is received</p> | <p>No monetary value unless a claim is received</p> |
| <p align="center">Use of CRA and Town Hall Parking Lots</p> <p>The organizers would like the Town to utilize the CRA Parking Lot and the Town Hall Parking Lot for vendor and event parking.</p> | <p>No monetary value</p> | <p>No monetary value</p> |
| <p align="center">Use of Town Generator</p> <p>The electrical outlets at Bert Bostrom Park are insufficient for the amount wattage the organizers will need for the live entertainment. The organizers would like to use the Town Generator to assist with their electrical needs.</p> | <p>No monetary value</p> | <p>No monetary value</p> |
| <p align="center">Sanitation Service</p> <p>Delivery of (10) 95 gallon trash bins and (10) 95 gallon recycling bins (Town staff will deliver the bins on Friday, May 13 and pick them up on Monday, May 16 to avoid additional direct costs).</p> | <p>No monetary value</p> | <p>No monetary value</p> |
| <p><u>TOTAL DIRECT COST REQUESTED: \$2,413.00</u></p> | | |

Recommended Motion: At the Commission's discretion based on the information provided.



DATE/TIME RECEIVED:
April 14, 2022
2:15 PM
RF

TOWN OF LAKE PARK
SPECIAL EVENTS DEPARTMENT
SPECIAL EVENT PERMIT APPLICATION

For Events being held on Town Property, Town services may be requested for an additional fee(s). Please schedule a pre-submittal meeting with the Special Events Director at least 60 days in advance of your event by calling 561-881-3300 Ext. 360.
This Application must be completed and submitted by the Event Organizer ("Applicant")

If this Event requires a Town facility rental, please contact our Special Events Department at 561-840-0160 regarding the completion of the Facility Usage Application PRIOR to submitting this application.

Instructions:

This **completed** Special Event Permit Application and **all** relevant attachments must be submitted to the Community Development Department not less than twenty-one **(21) calendar days** prior to the date of the proposed Event.
For events being proposed wholly or partially on Town Property, the deadline to submit is sixty (60) calendar days prior to the date of the proposed Event.

Application Fee Due and Payable Upon Submittal: \$100.00 (\$50.00 for individuals or Non-profit organizations). Note: Application Fees are Non-Refundable.

Non-Profit IRS Tax Identification Number (required if Applicant is a non-profit):

(If applicable)

Name of Applicant (i.e. Event Organizer):

LESLY BERRY

Faith-Based
Academy of
Patriots Returning
to Eden (FAPRE)

Name of Event:

CELEBRATION OF HAITIAN FLAG DAY

Address/Location of Event:

BETHLEHEM CHURCH

~~1125 CRESCENT DR, LAKE PARK, FL 33403~~

~~439 AUSTRALIAN CIR, LAKE PARK, FL 33403~~

BERT BOSTROM PARK - 311 7TH STREET, LAKE PARK, FL 33403

Are you interested in sponsorship from the Town of Lake Park? (Yes) No

Dates/Times of the event (as applicable):

| | Date | Day | Begin Time | End Time |
|-------------|----------|----------|---------------|---------------|
| Event Day 1 | 05-14-22 | Saturday | 7 AM 3 PM | 8 AM 3 PM |
| Event Day 2 | | | () AM () PM | () AM () PM |
| Event Day 3 | | | () AM () PM | () AM () PM |
| Event Day 4 | | | () AM () PM | () AM () PM |
| Event Day 5 | | | () AM () PM | () AM () PM |
| Event Day 6 | | | () AM () PM | () AM () PM |

Additional Applicant Information:

Name: LESLEY BERRY

Address: H39 AUSTRALIAN CIR, LAKE PARK

State/Zip FL 33409

CONTACT PHONE: (561) 360 5216

Alternate Phone # (561) 385 1648

Fax: _____

E-mail: beaucerveau@yahoo.com

Description and Purpose of the Event

Inviting the Community to come and celebrate our Haitian Flag-day
Exposure our culture and our GRY / Sit-in.
Sports activities, literacy contest, Performers, Singers. Exhibition

Estimated number of participants? 300-500

Has this event ever occurred in the Town of Lake Park? Yes No _____

Has this site had a Special Event Permit this calendar year? Yes _____ No

Will there be an admission fee for the Event? If yes, how much? Yes _____ (\$) No

****THE FOLLOWING SECTIONS MAY NOT APPLY TO
NON-COMMERCIAL EVENTS****

Will your event require road closure? Yes No

If YES, describe the requested street segment closure and time and provide a Traffic Circulation Plan prepared by a Traffic Engineer, including a detour signage plan. You are responsible for notifying affected businesses/entities, including Palm Tran, regarding affected routes:
(Initial to acknowledge statement)

EVENT COMPONENTS (Check the items that will be associated with your event.)

- Road closure
- Electric service hook-up required
- Water service hook-up required
- Sidewalks blocked
- Municipal park(s) prepared
- Booths or other temporary structures
- Parking lots to be partially or completely closed
- Food Vendors
- Town litter pick-up or street sweeping
- Tents (if yes, describe type and size Three 10x10 Tents
~~about 300 sq ft size~~)
- Barricades ordered
- Alcohol served
- Security/Law Enforcement
- Music, bands, DJ
- Rides or other amusements
- Animals
- Fireworks
- Bleachers
- Designated parking area
- Town Restroom (if yes, please describe Bert Bostrom Park)
- Portable Restrooms (if yes, please describe _____)
- Dumpsters/Trash Receptacles
- Portable stage possibly
- Other (e.g., bounce house, etc.)

EVENT VENDOR(S) LIST ALL NAMES (identify which ones are food trucks)

Will provide before event _____

Will the event require the use of electricity? Yes X No

Will the event require water hook-up? Yes X No ✓

*Will food and/or beverages be served? ~~Yes~~ X No ✓ bottled water bottled juice

*Will the event have vendors or concession sales, including food? Yes X No ✓

WILL HAVE FOOD VENDORS

**If the answer to the above question is YES, the Applicant/Event Organizer is responsible for securing all respective Palm Beach County and State of Florida Health Certificates for food vendors, as well as copies of all other commercial vendor licenses.*

WILL THE EVENT INCLUDE FOOD TRUCKS? Yes No ✓

**If the answer to the above question is YES, the Applicant/Event Organizer must ensure all food trucks have the proper State license and PBC Business Tax Receipt, and provide copies to the Town with the initial submittal of this Application (or at the very latest 14 calendar days in advance of the event).*

For events on Town property, Applicants must also provide to the Town a Certificate of Insurance issued no more than thirty (30) days prior to the date of the event and naming the Town of Lake Park (and the CRA, if the event is taking place within the CRA area) as certificate holder and an additional insured with respect to commercial general liability. The required limits are \$1 million per occurrence and \$2 million aggregate. \$100,000 damage to rented premises must also be provided.

REQUESTING THAT THE TOWN WAIVE THE CERTIFICATE OF INSURANCE REQUIREMENT AND TAKE ON THE LIABILITY FOR TH EVENT AND VENDORS

Applicants who are found to have attempted to circumvent this requirement by using another person/entity for the purposes of obtaining the required insurance coverage shall be barred from obtaining another special event permit within the Town for three years.

(Applicant initial to acknowledge statement)

The Applicant holds full responsibility and liability for its vendors.

(Initial to acknowledge statement)

**Will alcoholic beverages be served? Yes No ✓

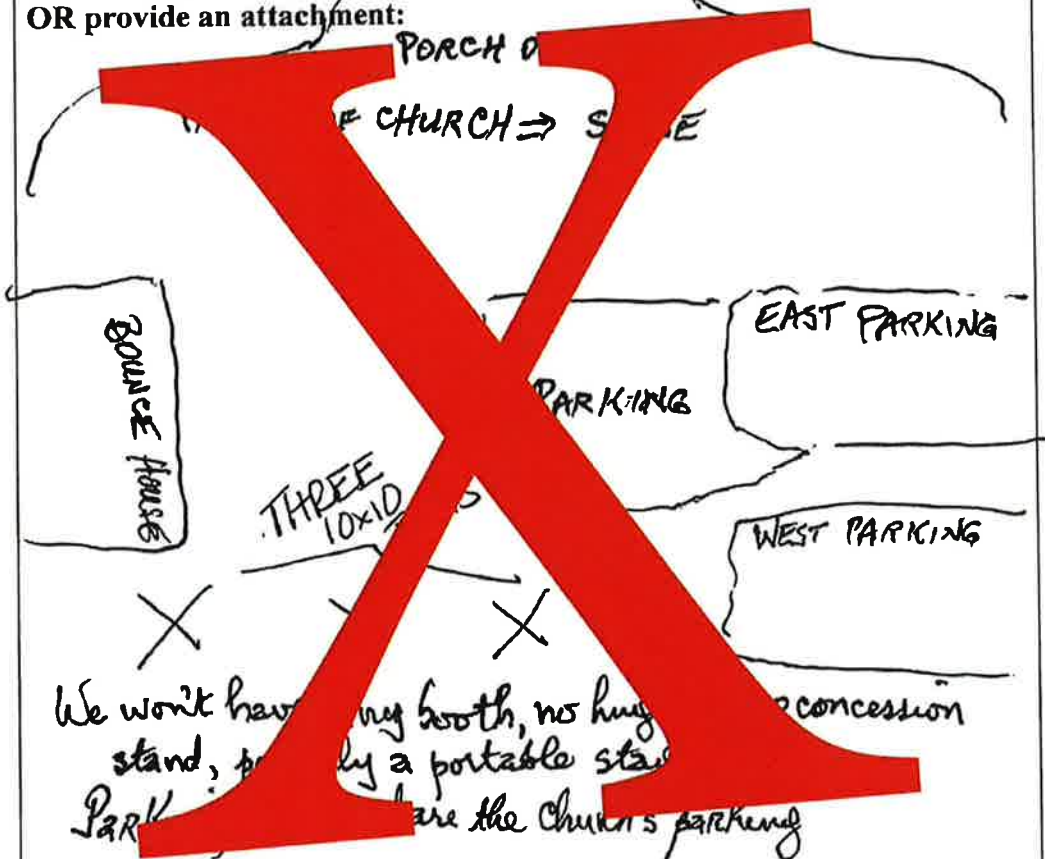
***If the answer to the above question is YES, additional liquor legal liability insurance usual to the insured's operations with a \$1million limit must be included on the Certificate of Insurance.*

***Are you proposing signage? Yes No ✓

****If the answer to the above question is YES, please fill out the Signage Permit Application available in the Community Development Department. An additional \$100.00 application fee is required for this signage application. This application will be deemed incomplete if signage is proposed and a signage application is not submitted.*

Will the event have an official "Flyer" and/or promotional materials? Yes X No _____
If yes, please provide a copy of the "Flyer". **SEE ATTACHED SITE MAP OF BERT BOSTROM PARK**

Please provide a sketch of the Special Event site including: Proposed location of parking, tent(s), concession stand(s), booth(s), stage(s), etc. OR provide an attachment:



NOTE: Public parking spaces are on a first-come, first-serve basis, and may be metered depending on where your event is being held.

IF TENTS ARE BEING UTILIZED:

MAXIMUM ALLOWABLE TENT SIZE IS 35' X 45'

For ALL tents larger than 10 ft. x 10 ft. (pop-up style), a Certificate of Flame Resistance is required and must accompany this Special Event Permit Application.

(All requirements imposed by any of the reviewing entities below, will be communicated to the Applicant early-on and must be secured no later than 14 calendar days in advance of the event, with verification provided to the Town prior to the issuance of the Special Events permit)

(FOR OFFICE USE ONLY)
SIGNATURES/APPROVALS:

Please Sign and Date

SPECIAL EVENTS DIRECTOR: *(If applicable)*

_____ **DATE:** _____

PUBLIC WORKS DIRECTOR:

_____ **DATE:** _____

MARINA DIRECTOR: *(If applicable)*

_____ **DATE:** _____

PALM BEACH COUNTY SHERIFF:

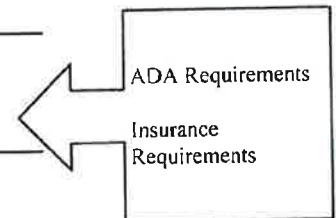
_____ **DATE:** _____

PALM BEACH COUNTY FIRE-RESCUE:

_____ **DATE:** _____

RISK MANAGEMENT: *(If applicable)*

_____ **DATE:** _____



COMMUNITY DEVELOPMENT DIRECTOR (a copy will be provided to the Code Officer if on duty):

_____ **DATE:** _____

Additional Comments (reviewers may include attachments):

APPLICANT SIGNATURE: _____

APPLICANT PRINTED NAME: _____ **DATE:** _____

PROPERTY OWNER: *(If Property Owner is not the Applicant)*

_____ **DATE:** _____

PROPERTY OWNER PRINTED NAME:

_____ **DATE:** _____

FAITH – BASED ACADEMY OF PATRIOTS RETURNING TO EDEN

1 Peter 4:10



Motto:

FAPRE

- a) *Let your medicine be your food*
- b) *We are our brother's keeper*
- c) *Returning to the old good practices*

Ezekiel 47:12



DATE : March 29, 2022

TO : TOWNHALL OF LAKE PARK

ATTN : The Mayor & Commissioners

RE : INVITATION TO ATTEND

Dear Board Members,

As we've been organizing ourselves to make a greater impact in the locality, now that we've matured after nearly 7 years of organizing this old good practice we are henceforth known under the official name of "FAITH-BASED ACADEMY OF PATRIOTS RETURNING TO EDEN" with the acronym FAPRE.

This letter is addressed to you as an invitation for you and the Commission Board to attend our traditional Celebration of Haitian Flag day planned to be unfolded at 425 Crescent Dr, Lake Park, FL 33403 on Saturday, May 14, 2022 from 03:30pm to 08:30pm

As community leaders we would like to welcome you to our 7th edition of this Special Event. In addition to the excitement we're blessed to be honored with the participation of one of a kind fine singing artist that our land could have produced. His name speaks for itself Alain Picard PARENT whom carries a rich repertoire of more than 45 years of talented performance.

Your presence would have cheered our youngsters as well as our elderlies and our fellow americans.

We are delighted to be addressing you for such occasion and we want to extend our warmest thanks for your cooperation in making it a success. Our regards to the leadership Board for the effort you put to renovate our town. For any contact by phone you may call for Lesly (561) 360-5216.


Lesly BERRY

Rose PLATEL


Charlemagne METAYER

Sincerely yours,


Marco CHOCETENE

SOCIO-CULTURAL FUN-DAY

SITE : BETHLEHEM HAITIAN BAPTIST CHURCH

SATURDAY MAY 14th, 2022

OBJECTIVES

- A. HONORING OUR FOUNDING FATHERS
- B. SOCIOLIZING IN FUN ACTIVITIES
- C. EDUCATING AND BRINGING AWARENESS
- D. PREPARING FOR A NEW MINDSET

PROGRAM

- Raise up Flags with National Anthems (USA – HAITI)
- Welcoming words
- Flashback on our Glorious Past
- Races with egg, orange, and sack
- Games (Jumping cord – Pulling Cord – Musical Chair) & else
- Three-Points Shoot-out Contest
- Basketball game / Junior

- Presenting the Religious Leaders on site
- Word from Firefighter Dpt Representative
- Word from Sheriff Dpt representative
- Word from the Mayor & nOfficials
- Revisiting our Glorious Past

- ❖ SOCCER GAME /KICK-OFF
- ❖ TIME TO PRIZE THE WINNERS
- ❖ National Christian Anthem
- ❖ Closing Remarks

Faith-Based Academy of Patriots Returning to Eden

FAPRE

INVITING YOU TO OUR

7th Annual Haitian Flag Day Celebration

Mayor & Commissioners
Local Haitian Pastors
Local Businessmen
Local Radio Hosts & TV Anchors

Saturday, May 14th 2022
3:30 PM—8:30 PM
New Address: 311 7th Street
Lake Park, FL 33403
Park Bert Bostrom

Haitian Christian Vocalist: Sr Wislene Metyer
Haitian Christian Vocalist: Sr Betty Bethlehem
Guitarist / Soft Song Artist: Brownson Moren
Hall of Fame Singing Artist: Mestro Jr Rene Charles
Hall of Fame Singing Artist: Alain Picard Parent
Hall of Fame Singing Artist: Stanley Toussaint (Tantann)
Dance, Show of Karate
Races (Sprint with Egg, Orange, Sack)
Games (Jumping Rope, Musical Chairs, Pulling Rope)
Mastermind Game Modeled like TV Show, Family Feud
Basketball Game
Soccer Game & More



**ADMISSION:
FREE EVENT**





Fire Rescue & Public Access

Generator

Stage

Bounce House

PBSO exit when event ends

PBSO Staging Area

Fire Rescue & Public Access

PBSO Entrance

Google Earth

Image Landsat / Copernicus



TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 4, 2022

Agenda Item No. Tab 9

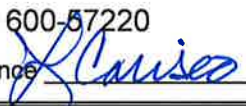
Agenda Title: RESOLUTION FOR APPROVAL OF THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE VILLAGE OF NORTH PALM BEACH FOR THE 2022 SUMMER CAMP PROGRAM

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 4-26-22
 Riunite Franks Digitally signed by Riunite Franks, o=Town of Lake Park, ou=Special Events Department, email=rfrankslakelaparkflorida.gov, c=US Date: 2022.04.26 10:00:24 -0400

Name/Title

| | | |
|--|--|---|
| Originating Department: SPECIAL EVENTS | Costs: \$ 8,000.00 Funding Source: Summer Camp Acct. # 600-57220 <input type="checkbox"/> Finance <u></u> | Attachments: Resolution 28-05-22 Exhibit A: Interlocal Agreement |
| Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone <u>X</u> or Not applicable in this case ____ Please initial one. |

Summary Explanation/Background:

On March 16, 2022 the Town Manager, Assistant Town Manager and Special Events Director met discuss the status of hiring a new Recreation Supervisor. It was determined at the end of the meeting that the Town would not have sufficient time to find and hire a new Recreation Supervisor in time for the 2022 Summer Camp Program. The Town Manager suggested that the Special Events Director reach out to the Village of North Palm Beach to determine if it would be feasible to enter

into an Interlocal Agreement (similar to 2016) to have Lake Park residents attend the Village of North Palm Beach's Summer Camp Program at their current resident rate.

The Special Events Director reached out to the Leisure Services Director to discuss the possibility of an Interlocal Agreement between the Town of Lake Park and the Village of North Palm Beach. It was determined that the Special Events Director would develop an Interlocal Agreement between the Town of Lake Park and the Village of North Palm Beach pertaining to the Village of North Palm Beach's Summer Camp Program setting forth the terms and conditions according to which such arrangement will take place.

Such arrangement will result in a cost to the Town in the amount of \$100.00 per week for each Lake Park resident that attends the 8-week Summer Camp Program. If the Town provided the \$100.00 per week subsidy for 10 registered Lake Park residents the Town would have to pay the Village of North Palm Beach a total of \$8,000.00.

The purpose of this agenda item is the approval of this Interlocal Agreement. Once the Town has approved this agreement, it will be viewed the North Palm Beach Village Council at their next meeting date.

Recommended Motion: I move to approve Resolution 28-05-22.

RESOLUTION NO. 28-05-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE VILLAGE OF NORTH PALM BEACH PERTAINING TO THE VILLAGE OF NORTH PALM BEACH'S SUMMER CAMP PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, due to insufficient staffing in the Special Events Department the Town will be unable to host its annual Summer Camp Program during the summer of 2022; and

WHEREAS, the Special Events Director discussed with the North Palm Beach Director of Leisure Services the purpose of entering into an arrangement to enable children residing within the Town to attend the 2022 Summer Camp Program of the Village of North Palm Beach (hereinafter "Village") at the Village's resident rate and to develop an Interlocal Agreement setting forth the terms and conditions for such arrangement; and

WHEREAS, the Town Commission has reviewed the Interlocal Agreement between the Town and the Village pertaining to the Village's Summer Camp Program, a copy of which is attached hereto and incorporated herein as **Exhibit A**, and has determined that it is the best interest of the Town to enter into such agreement.

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

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Town Commission hereby authorizes and directs the Mayor to execute the Interlocal Agreement between the Town of Lake Park and the Village of North Palm Beach pertaining to the Village of North Palm Beach's Summer Camp Program, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE
VILLAGE OF NORTH PALM BEACH PERTAINING TO THE VILLAGE OF NORTH
PALM BEACH'S SUMMER CAMP PROGRAM**

This Interlocal Agreement ("Agreement") is made and entered into this ____ day of May, 2022 by and between the Village of North Palm Beach, a municipal corporation of the State of Florida ("Village") and the Town of Lake Park, a municipal corporation of the State of Florida ("Town"). The Village and the Town are hereinafter referred to collectively as the Parties.

WITNESSETH:

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the Parties executing this Agreement desire to cooperate to provide summer camp programs to the children of the Town; and

WHEREAS, the Agreement would permit children residing in the Town to participate in the Village's summer camp program.

NOW THEREFORE, the Parties, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

SECTION 1. PURPOSE

The Town and the Village are entering into this Agreement to permit residents of the Town to participate in the Village's Summer Camp Program at the Village resident rate of \$250.00 per week during the summer.

SECTION 2. RESPONSIBILITIES OF THE TOWN AND VILLAGE

- a. The Town shall notify Lake Park residents of the option to participate in the Village's Summer Camp Program at the Village's resident rate.
- b. The Village shall make available to Town residents on a first come, first served space available basis, its Summer Camp Program for children ages 8 to 14 at the \$225.00 per week rate paid by Village residents.
- c. Eligible Town Campers shall sign up for the Village's Summer Camp Program with the Village's Leisure Services Department and make payments in the same manner as any other camper. Eligible Town campers shall pay \$125.00 per week for each week of participation in the Summer Camp Program. The Town shall pay a subsidy of \$100.00 per week for all Town

campers. The Village shall notify the Town of all payments made by Town campers, and the Town shall pay a portion within five (5) business days of receipt of such notice.

SECTION 3. TERM

This Agreement shall be effective on the date it is executed by both parties and shall remain in effect until July 31, 2022, or until such time as each party has completed its obligations pursuant to this Agreement, whichever shall last occur.

SECTION 4. INDEMNIFICATION

The Town shall indemnify, defend and hold harmless the Village against any actions, claims or damages arising out of the Town's negligence in connection with this Agreement, to the extent permitted by law. The Village shall indemnify, defend and hold harmless the Town against any actions, claims or damages arising out of the Village's negligence in connection with this Agreement, to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity for any party beyond the limits set forth in Section 768.28, Florida Statutes.

SECTION 5. MISCELLANEOUS PROVISIONS

- a. *Joint Preparation.* The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be constructed more severely against any of the parties.
- b. *Binding Effect.* All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives of successors; but no person not a direct party to this Agreement shall be or be deemed to be a legally-entitled third-party beneficiary hereof.
- c. *Non-Assignment.* This Agreement may not be assigned by the Town or the Village without the prior written consent of both parties.
- d. *Governing Law and Venue.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Venue for all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida.
- e. *Waiver.* No delay or failure by the Town or the Village in enforcing or insisting on strict performance of any of the terms or provisions hereof shall be deemed a waiver of any other or further term or provision of similar or dissimilar nature or of any continuing waiver.

- f. *Termination.* This Agreement may be terminated, with or without cause, by either party by providing ten (10) days written notice to the other party. Notwithstanding termination of the Agreement, any Town camper enrolled in a Village Summer Camp Program shall be permitted to complete all sessions for which payment has already been remitted to the Village by both the Town camper and the Town.
- g. *Notice.* All formal notices affecting the terms or provisions of this Agreement shall be in writing and delivered in person or sent by registered or certified mail to the municipality as designated below, until such time as the municipality furnished other written instructions for such other notice delivery.

| For Town of Lake Park | For Village of North Palm Beach |
|---|--|
| John D'Agostino, Town Manager 535 Park Avenue Lake Park, FL 33403 | Andy D. Lukasik, Village Manager 501 U.S. Highway One North Palm Beach, FL 33408 |

- h. *Entire Agreement.* This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof. There are no promised, terms, conditions or obligations other than those herein contained. This Agreement shall supersede all previous communications, representations, proposals or agreements, either oral or written, between the municipalities hereto and not herein contained. No amendment or modification of the Agreement shall be reduced to writing, executed, delivered and filed with the Clerk of Court of Palm Beach County with the same formalities of this Agreement.

IN WITNESS WHEREOF, each of the parties has authorized and caused this Agreement to be made and executed in triplicate (one for each party and one for filing).

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, CMC Town Clerk

By: _____
Michael O'Rourke, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Thomas J. Baird, Town Attorney

ATTEST:

VILLAGE OF NORTH PALM BEACH

By: _____
Jessica Green, CMC, Village Clerk

By: _____
Deborah Searcy, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Leonard G. Rubin, Village Attorney

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 4, 2022

Agenda Item No. Tab 10

Agenda Title: Park Avenue Extension Update and Selection of Alternate Alignment Options.

- | | | | |
|-------------------------------------|--------------------------------------|--------------------------|----------------|
| <input type="checkbox"/> | SPECIAL PRESENTATION/REPORTS | <input type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/> | BOARD APPOINTMENT | <input type="checkbox"/> | OLD BUSINESS |
| <input type="checkbox"/> | ORDINANCE ON 1 st READING | | |
| <input checked="" type="checkbox"/> | NEW BUSINESS | | |
| <input type="checkbox"/> | OTHER: _____ | | |

Approved by Town Manager  Date: 4-26-22

Nadia Di Tommaso / Community Development Director
Name/Title

| | | |
|---|--|---|
| Originating Department: <p style="text-align: center;">Community Development</p> | Costs: \$ None at this time Funding Source: Acct. # <input type="checkbox"/> Finance _____ | Attachments: →Preferred Alignment Alternate A and A1 →Figure 1 (Parcel Ownership Map) →Additional Non-Preferred Alignment Options |
| Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone _____ OR Not applicable in this case <i>N/D</i> Please initial one. |

Summary Explanation/Background:

As the Town Commission is aware, the Park Avenue Extension Road, connecting the existing Park Avenue to Congress Avenue, has been in discussions for many years. Circa 2007, and pursuant to Palm Beach County's 2007-2011 (5-year roadway plan), Palm Beach County included the Park Avenue Extension, along with the (then) selected alignment option on their 5-year plan. The intention was for the County to design, engineer and construct the roadway. In exchange, the Town would provide all necessary right-of-way. Once entering the design and engineering phase of the

project, it was determined by the County in 2011 that the selected alignment option was not feasible due to traffic signal conflicts, and that additional right-of-way would be required since the large parcel just east of the Army Reserve Center was still privately owned and held some of the necessary right-of-way to complete the project. Consequently, the project was pulled from the County's 5-year plan. In recent years, the Town has been in discussions with Palm Beach County. The County explained to the Town that as soon as we were able to secure the necessary right-of-way to construct the project, the County would consider placing it back on their 5-year roadway plan.

With the recent sale and construction of Silver Beach Industrial, along with the proposed construction of the portion of the Park Avenue extension immediately adjacent to their property (see Figure 1 below), the Town revisited the project with the County.

The County presented the Town with several roadway alignment options, two of which can move forward quicker and at a lower cost since all of the necessary right-of-way is available. These alignment options include **Alternate A** and **Alternate A1** as illustrated below.

Alignment Option – Alternate A (full version included as backup to this agenda item)



Alignment Option – Alternate A1 (full version included as backup to this agenda item)

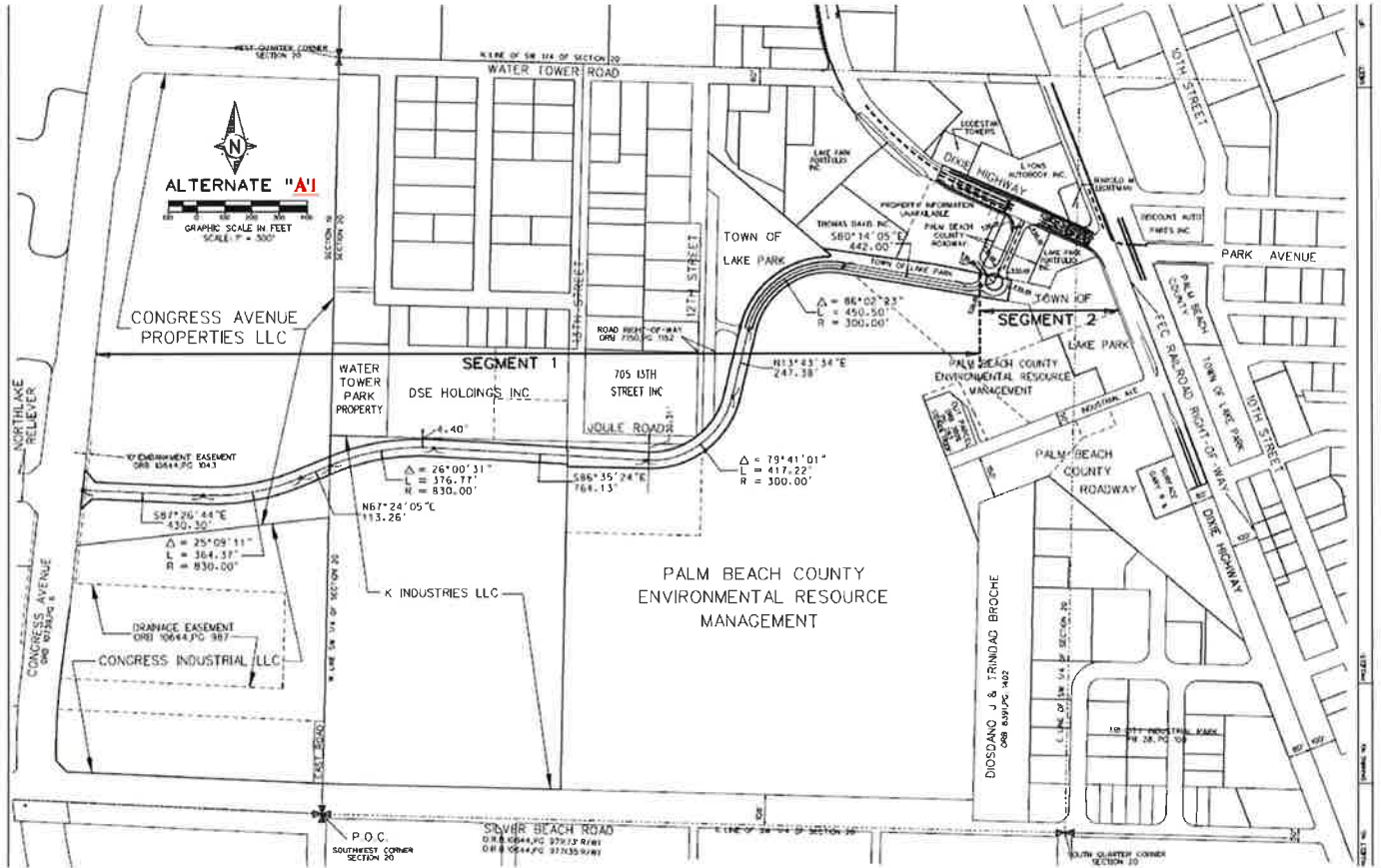
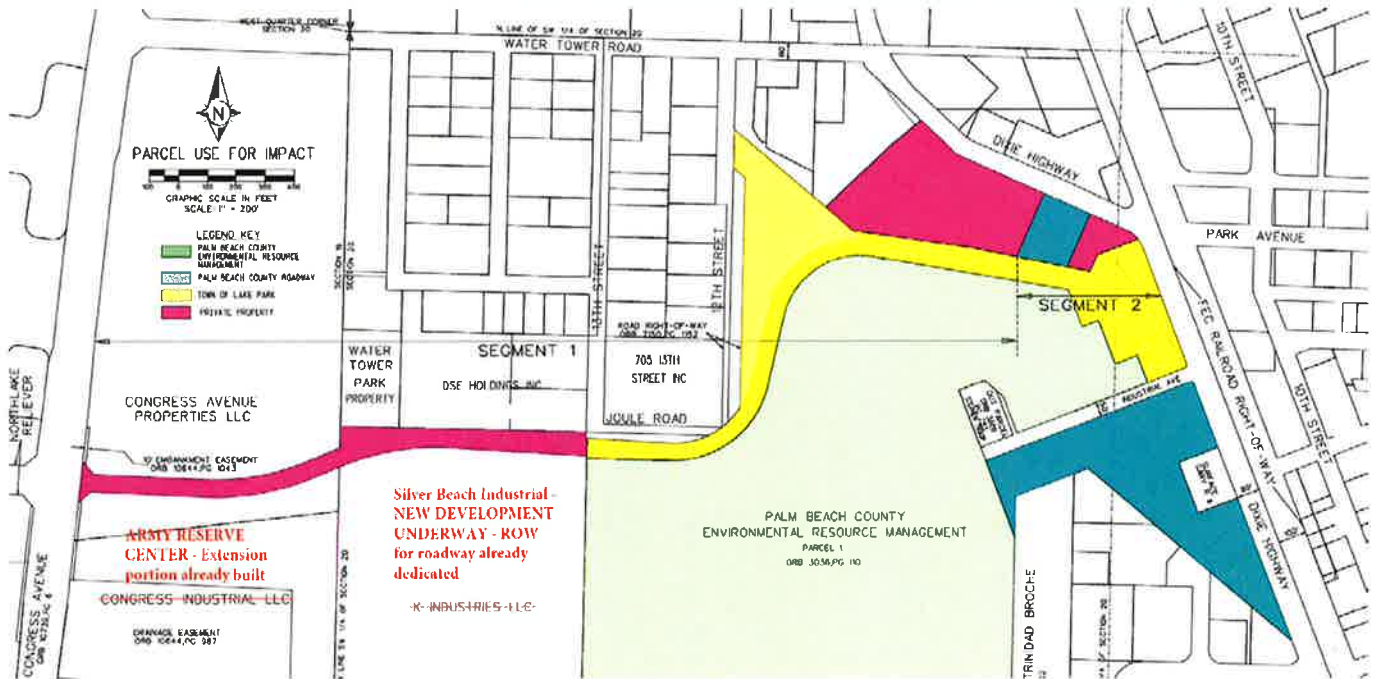


Figure 1 – Parcel Ownership Map (full version included as backup to this agenda item)



Both Alternates A and A1, according to the County, will likely have a design speed of 25mph. They both consist of a roundabout (two options provided) that connects Park Avenue West to Old Dixie Highway via an upwards T or downwards T intersection (depending on the final design). Palm Beach County has indicated that no construction or relocation issues are anticipated for these options and that these options satisfy their transportation network needs to provide relief to Northlake Boulevard and Silver Beach Road. They also indicated that there is anticipated minimal impact to utilities. With all of this being said, the County did indicate that they will need to run all the updated costs associated with the project since their original costs were approximately \$3.3M for construction and other related costs, but that these cost estimates are old.

The County confirmed that at this time, the Town does not need to commit any funding, since **the Town's next step is to provide written confirmation that the Town is interested in pursuing the project and that the Town would like the County to add it to their 5-year roadway plan and to confirm in writing that the necessary right-of-way is available for the selected alignment plan options.**

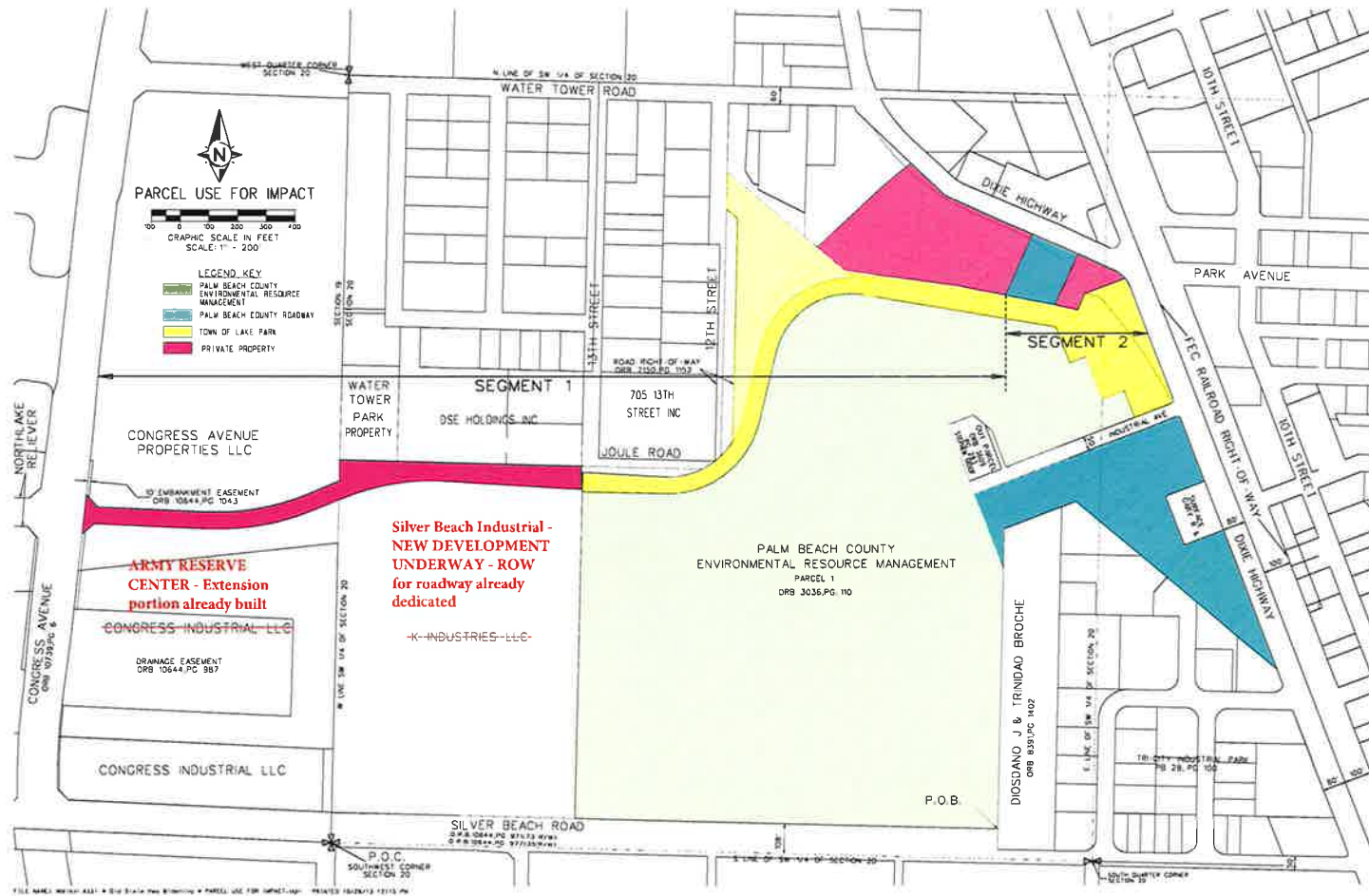
Once placed on their 5-year plan, the County will price, design, engineer and construct the extension and reach out to the Town to determine if there are any funding source partnership opportunities.

In reviewing all the alignment options, Staff would like to propose Alternate A and A1 to the County (the County confirmed that providing them with both is satisfactory). These options provide the necessary extension without the need to acquire any additional right-of-way and without any immediate relocation needs. These options have also been discussed on a very preliminary, conceptual basis by the Town's consulting Engineer (Engenuity), who indicated these options are simple and straight-forward (a good thing) and if designed correctly, can serve to satisfy the extension needs. The other options presented by the County (included as backup as well) will be more costly and will serve to delay the project until which time the necessary right-of-way and/or relocation efforts are possible.

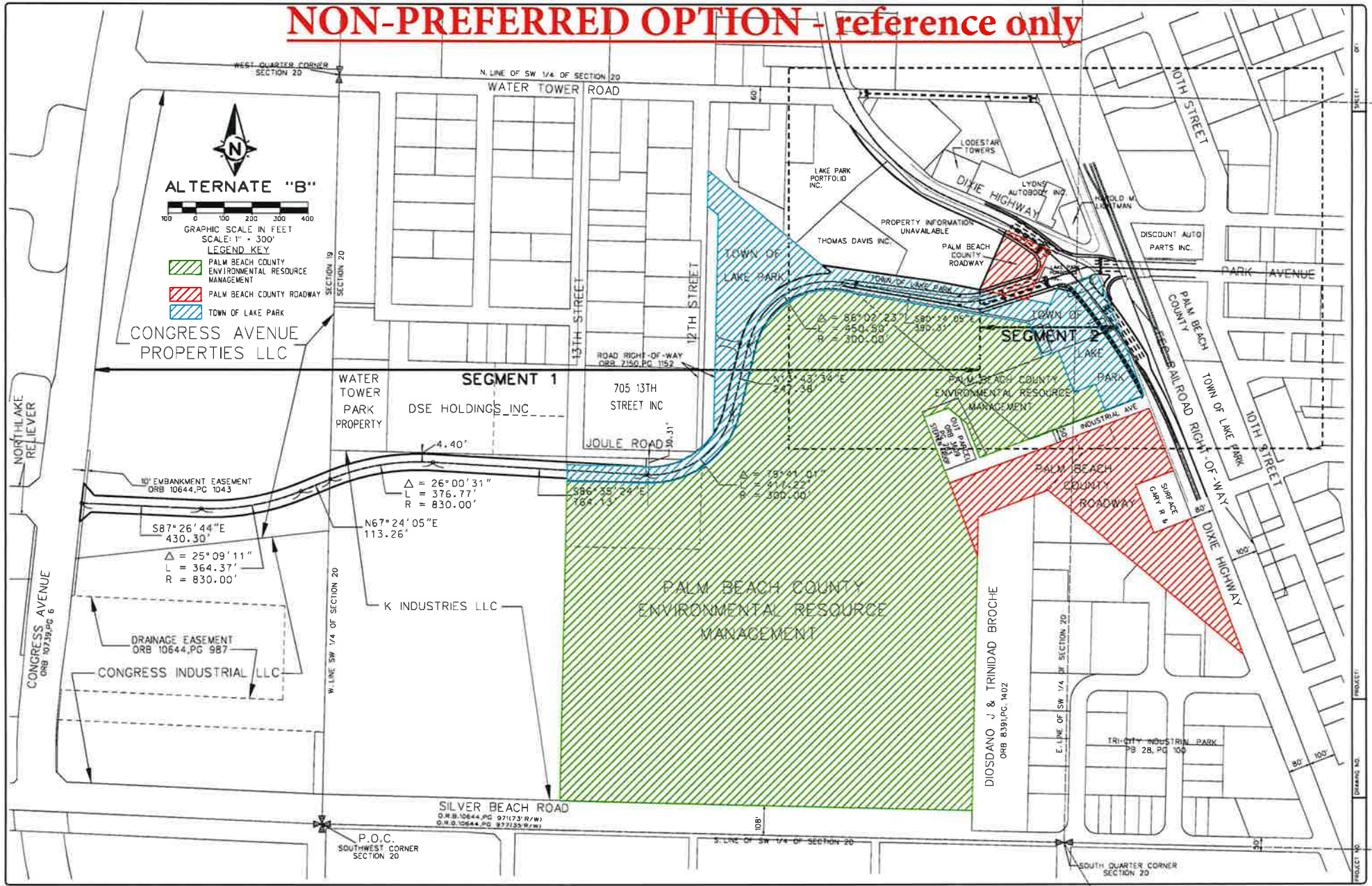
Recommended Motion: I move to APPROVE Alternate A or A1 and transmit this selection to Palm Beach County. *(this approval does not include any financial commitments, but simply serves to provide the County with our selections so that they can move forward in their process)*

FIGURE 1 - Parcel Ownership Map

PARK AVENUE EXTENSION



NON-PREFERRED OPTION - reference only



NON-PREFERRED OPTION - reference only

