



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 5, 2022,
Immediately Following the
Special Call
Community Redevelopment Agency
Board 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 for William R. Polykronis, Employee of the Year for 2021. Tab 1

2. Progress Update on the 100% Design Specifications and Implementation Timeline for the 2nd Street Green Infrastructure (Roadside Bioswale) Project. Tab 2

D. PUBLIC COMMENT:

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

E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

3. September 14, 2022 First Public Hearing on the Budget Meeting Minutes Tab 3

4. Resolution 69-10-22 Recognizing Florida City Government Week as October 17-23, 2022. Tab 4

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

5. Ordinance 13-2022 Rezoning A 1.24 Acre Parcel of Real Property from Public District to Park Avenue Downtown District. Tab 5

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REZONING A 1.24 ACRE PARCEL OF REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A" FROM "PUBLIC DISTRICT" TO "PARK AVENUE DOWNTOWN DISTRICT"; PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE IN SECTION 78-32 OF THE TOWN CODE TO INCLUDE THE REZONING OF THE 1.24 ACRE PARCEL AS PART OF THE OFFICIAL ZONING MAP AS PADD; PROVIDING FOR THE AMENDMENT OF CHAPTER 78, ARTICLE III, SECTION 78-70, TO ADD THE 1.24 ACRE PARCEL TO FIGURE 1 TO SHOW THE PARCEL AS BEING INCLUDED WITHIN THE EXPANDED PADD SUB-DISTRICT REGULATION PLAN AND IDENTIFYING THE PARCEL AS BEING WITHIN THE CORE SUB-DISTRICT; 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:

6. Ordinance 11-2022 Amending the Comprehensive Plan General Text to Include Data And Analysis and Certain Objectives and Policies within the Capital Improvements Element, New Policy 3.0 and Transportation Element. Tab 6

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT TO INCLUDE DATA AND ANALYSIS AND CERTAIN OBJECTIVES AND POLICIES WITHIN THE CAPITAL

IMPROVEMENTS ELEMENT; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT TO INCLUDE DATA AND ANALYSIS ADDING A NEW POLICY 3.0, AND AMENDING CERTAIN OBJECTIVES AND POLICIES WITHIN THE TRANSPORTATION ELEMENT; PROVIDING FOR THE ADOPTION OF THE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

- H. QUASI-JUDICIAL – RESOLUTION:**
7. Resolution 70-10-22 Approving a Special Exception Use for a Millwork and Woodwork Facility Known as Kasa Y Kocina Import LLC. Tab 7
- I. OLD BUSINESS:**
8. Discussion on the Voting Format for Municipal Elections. Tab 8
- J. NEW BUSINESS:**
9. Next Steps for Tennis and Pickleball Programs. Tab 9
10. Request to Waive Fees for 100th Birthday Party in Mirror Ballroom. Tab 10
11. Sponsorship Request from the Organizer of the Vets Day Car Show and Celebration of Life proposed for Sunday, November 13, 2022. Tab 11
12. 2022 Holiday Decorating Contest. Tab 12
13. 2022 Santa’s Mailbox Program. Tab 13
14. Resolution 71-10-22 Requesting the Release of Funds Held in Escrow by the Escrow Agent Deposited by 754 Park Avenue, LLC to the Lake Park Community Redevelopment Agency. Tab 14
- K. 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.
- L. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**
- M. REQUEST FOR FUTURE AGENDA ITEMS:**
- N. ADJOURNMENT:**
Next Scheduled Regular Commission Meeting will be held on October 19, 2022

Proclamations

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No. 1

Agenda Title: Proclamation for William R. Polykronis, Employee of the Year for 2021

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *Bambi McKibbon-Turner* ^{ACTING} Date: 9/23/2022

Bambi McKibbon-Turner

Name/Title
Assistant Town Manager/Human Resources Director

Originating Department: Human Resources	Costs: \$ 500.00 Funding Source: Acct. # 001-51-512-105-15000 (FY 2022) <input type="checkbox"/> Finance <i>[Signature]</i>	Attachments: Copy of Proclamation for Employee of the Year
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>BMT</u> or Not applicable in this case _____ Please initial one.

**PROCLAMATION
RECOGNIZING WILLIAM R. POLYKRONIS
AS THE 2021 EMPLOYEE OF THE YEAR**

WHEREAS; *William R. Polykronis* commenced his employment with the Town of Lake Park on September 5, 2019 as a Facilities Maintenance Worker II in the Town's Public Works Department; and

WHEREAS; since then, *William R. Polykronis* has utilized his vast degree of knowledge of all trades by expertly completing a wide variety of various tasks involved in the maintenance of the Town's public buildings and park facilities; and

WHEREAS; in doing so, *William R. Polykronis* has been credited with the completion of several high profile projects which have saved the Town a considerable amount of money; and

WHEREAS; as a testament to his professionalism and attention to detail, *William R. Polykronis* is considered to be a master craftsman due to the superior quality of his work; and

WHEREAS; *William R. Polykronis* always carries out his responsibilities with a positive attitude, with diligence and conscientiousness, and with a willingness to always be of assistance wherever needed; and

WHEREAS; *William R. Polykronis* is highly respected among his peers and among all who have had the privilege to come to know him; and

WHEREAS; the Town of Lake Park wishes to publicly recognize *William R. Polykronis* for his service and accomplishments.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Michael O'Rourke, Mayor of the Town of Lake Park, do hereby publicly recognize and commend *William R. Polykronis* for his dedication to service and recognize him as the 2021 Employee of the Year.

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 5th day of October, 2022.

ATTEST:

By: _____
Mayor Michael O'Rourke

Vivian Mendez, Town Clerk

Special Presentations /Reports

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No. 2

Agenda Title: Progress Update on the 100% Design Specifications and Implementation Timeline for the 2nd Street Green Infrastructure (Roadside Bioswale) Project.

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

Approved by ^{ACTING} Town Manager *Paul McElhiney* Date: 9/23/2022

Roberto F. Travieso/Public Works Director
Name/Title

Originating Department: Public Works	Costs: None at this time. Funding Source: Acct. #: <input type="checkbox"/> Finance _____	Attachment 1: PowerPoint Presentation on subject project design progress. Attachment 2: - Project Profile Attachment 3: - FDEP Grant Agreement
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes, I have notified everyone _____ OR Not applicable in this case <u><i>RT</i></u> Please initial one.

Summary Explanation/Background:

Since 2019, extensive research and advanced hydrology and hydraulic modeling conducted during the development of the Town's Stormwater Master Plan (SWMP) confirmed that the Town's storm sewer network lacks capacity to convey rainfall runoff from mostly impervious dense urban areas for

storm events of significance. Additionally, the study also identified localized flooding in at least 23 locations throughout the Town, including two areas of significance on 2nd Street.

In 2020, in collaboration with Town staff, our stormwater engineering consultants developed a practical, Green Infrastructure project to address localized flooding on 2nd Street by placing roadside bioswales at the intersections of 2nd Street and Foresteria Drive (Figure 1) and 2nd Street and Evergreen Drive (Figure 2), **Attachment 2**.

Figure 1



Figure 2



The rationale for the selection of this flooding mitigation strategy is that in addition to their stormwater conveyance benefits, bioswales improve the quality of the stormwater runoff before it infiltrates the soil or is discharged to tide. They are also widely considered a more visually appealing alternative, especially if decorative, native plants are chosen. Moreover, these green spaces can provide a habitat for some wildlife species, especially birds.

Over the last two years, Town staff and stormwater consultants have worked to secure grant funding for this important project, securing grant funding for both project design and construction.

Specifically, in August 2021, the Town entered into an agreement with the Florida Department of Environmental Protection, Coastal Partnership Initiative for planning (design) grant funding in the amount of **\$30,000.00 (Attachment 3)**.

The total planning and design cost for the 2nd Street roadside bioswales project is **\$85,000.00**, which includes distributions from the following funding sources:

DESIGN PHASE:	
Coastal Partnership Initiative Grant:	\$30,000.00
American Rescue Plan (ARPA) Expenses:	<u>\$55,000.00</u>
	\$85,000.00

Also in August 2021, the Town Commission approved Resolution 63-10-21, approving a Work Authorization for Water Resources Management Associates (WRMA) to develop 100% construction-ready plans for 2nd Street Roadside Bioswale Project (the Project). WRMA is one of

the Town's stormwater engineering consultant and currently has an active, five (5) year continuing services agreement with the Town under approved Resolution No. 79-11-18.

Concurrently with the approval of the WRMA work authorization and to help offset the projected costs to construct the Project, Town staff applied for Florida Department of Environmental Protection (the Department), Resilient Florida Grant Program funding and was notified on February 1, 2022 that a grant award in the amount of **\$553,784.54 (with no match)** had been approved. This implementation-focused grant program is consistent with flood mitigation strategies included in the Town's SWMP.

Moreover, the Agreement associated with this award for construction funding is pending as of the date of this Agenda item.

At this time, the planning and design phase of the project is nearing completion. Accordingly, Department and WRMA Staffs, along with landscape architect and WRMA sub-contractor Coutler & Hearing, will present a progress update to highlight key project design elements, environmental and drainage efficiency benefits, planting specifications, and more (**Attachment 1**).

Recommended Motion: There is no recommended motion associated with this agenda item. For information purposes only.

Final Design Progress Update on the 2nd Street Green Infrastructure Roadside Bioswale Project

Roberto Travieso
Director, Department of Public Works



Project Team



- **John D'Agostino** – Town Manager
- **Roberto Travieso** – Public Works Director
- **Raul Mercado** – Principal Engineer, WRMA
- **Michael Mercado** – Lead Design Engineer, WRMA
- **Don Hearing** -- Principal/Landscape Architect, Cotleur & Hearing
- **John Wille** – Capital Projects Manager

Stormwater Management Needs Assessment Water Quantity



- Study showed that of the 10.62 miles of storm sewers (Approx. 29%) needs to be immediately (1-5 years) rehabilitated (Repaired/Replaced) and the rest within 20 years.
- Identifies key major capacity surcharge flooding problems along Southern Outfall (446 acre watershed)
- Identifies many areas without stormsewers with nuisance flooding such as along 2nd Street
- Identifies long term climate change (Sea Level Rise) challenges along 0.8 miles of LWI waterfront



Stormwater Management Needs Assessment Water Quality



2/3 of the ToLP area Discharges untreated runoff to the impaired Lake Worth Lagoon



FDEP/NPDES Permit requires the ToLP to monitor runoff discharges from 14 outfalls

Receiving Waterbody	Pollutants Loading Reductions (lbs/year)				
	SSOC	TSS	TP	CU	PAH
LWO (Current BMPs)	77,419	96,253	1881	118.2	142.5
LWI (Proposed Bioswales)	20,081	76,888	706	58.8	258.6
Reduction %	73.9	20.2	62.8	50.1	45.1

Bioswales along 5% of the ToLP ROW's will reduce sediment pollutant loadings to the LWL by as much as 22% (TSS)

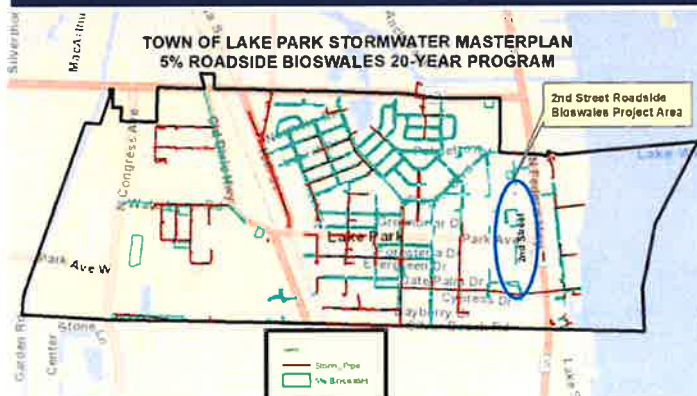
Stormwater Master Plan (SWMP)



- Updated in 2019-2020
- Adopted by Town Commission in 2021
- Provided the incremental conversion of 5% roadside swales to green infrastructure (bioswales/biodetention areas)
- Recommends the use of Stormwater fees exclusively to cover O&M costs (no Capital Improvements)
- Recommends the use of federal grants for project Capital Improvements



Stormwater Master Plan Approach Green Infrastructure For Climate Change



5% ROADSIDE BIOSWALES
20-YEAR PROGRAM

FIRST PROJECT - BIOSWALES
ALONG 2ND STREET ROW

Higher Intensity Rainfall is Causing More Frequent
Nuisance Flooding Along 2nd Street Intersections

Why 2ND Street ?



- Extra pavement was added to the ROW in the past without grading
- Additional impervious area runoff creates ponding and nuisance flooding at intersections
- Opportunity for design of a GI-Based Bioswale to address nuisance flooding and water quality NPDES requirements



FORESTERIA DRIVE

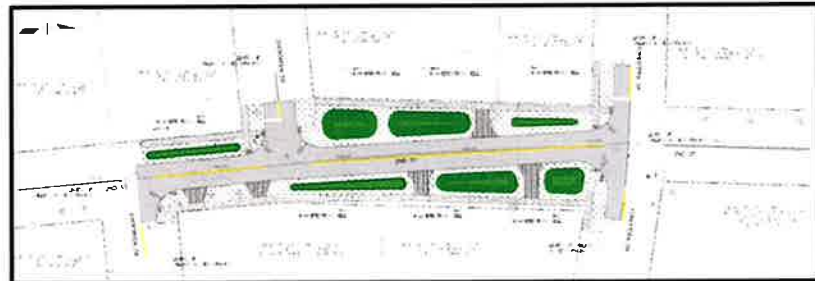


EVERGREEN DRIVE

Prototype Bioswale Design Solution Surface Component



- Surface (planted) bioswales captures first flush of runoff for infiltration and evapotranspiration

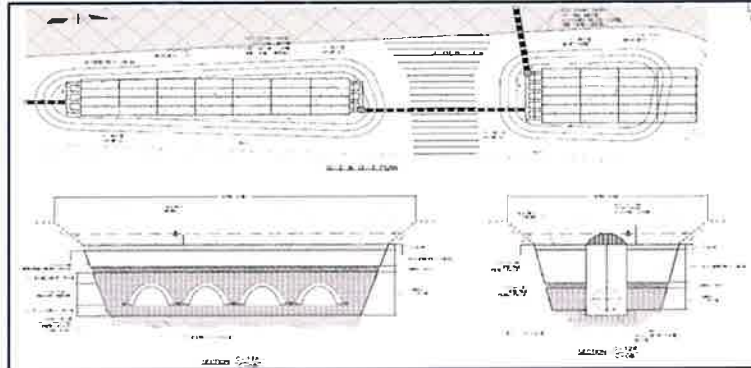


- Bioswales green-planted areas beautify the right-of-way
- Bioswales soils layers provide mulch for additional water quality treatment of runoff

Prototype Bioswale Design Solution Underground Component



- Underground Storage Filtration Chambers provide additional runoff volume treatment capacity



- Interconnected chambers for maximum utilization of underground space
- Chambers can be accessed for maintenance to clear debris

Prototype Bioswale Design Flexibility for Green Infrastructure & Sustainability Projects



Main Highway Corridors



Local Streets



A significant component of the SWMP
Green Infrastructure-Based Program

- **Bioswales**
- Biodetention Facilities
- Pervious Pavers
- Green Roofs
- Raingardens



Parking Lots

- Surface Bioswale
- Underground Chambers



Project Implementation Timeline



- **Design & Bidding (Design partially funded by FDEP Coastal Partnership Initiative Grant)**
 - 100% Design Plans & Specifications: November 2022
 - Final Regulatory Permits: December 2022
 - Bidding Advertisement: January 2023
 - Contractor Selection: February – March 2023
 - Contract Negotiations: April – May 2023
- **Construction (Funded by Resilient Florida Grant)**
 - Mobilization/Start Up: June 2023
 - Completion/Close Out: June 2024




Project Design & Landscape Renderings

DON HEARING, PLA

2ND STREET
Lake Park, Florida



DEPARTMENT OF PUBLIC WORKS






BIOSWALE PLANTING



CROSS SECTION - LOCATION 105+00.00

PLANT PALETTE |

						
BUTTONBUSH	DWARF COCOPLUM					
						
WIREGRASS	SAND CORDGRASS					
						
SWAMP MILKWEED	CANNA LILY	CHALKY BROOMSEDGE BLUESTEM	BLUE FLAG IRIS	LEAVENWORTH'S TICKSEED	MUHLY GRASS	DWARF FAKAHATCHEE GRASS

BIOSWALE / RAIN GARDEN

2ND STREET
Lake Park, Florida



DEPARTMENT OF PUBLIC WORKS



BIOSWALE / RAIN GARDEN





Questions

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: CZ419**

ATTACHMENT 3

PROJECT TITLE: Town of Lake Park Storm Water Master Plan 5% Roadway Bioswales Program - 2nd Street Project

GRANTEE CONTACT INFORMATION:

Organization Name: Town of Lake Park
Chief Elected Official or Agency Head: John D'Agostino
Title: Town Manager
Address: 535 Park Avenue
City: Lake Park
Zip Code: 33403
Area Code and Telephone Number: (561) 881-3304
E-Mail Address: jdagostino@lakeparkflorida.gov

GRANT MANAGER CONTACT INFORMATION:

Organization Name: Town of Lake Park
Grant Manager: Dwayne Bell, Sr.
Title: Operations Manager/Interim Public Works Director
Address: 640 Old Dixie Highway
City: Lake Park
Zip Code: 33403
Area Code and Telephone Number: (561) 881-3345
E-Mail Address: dbell@lakeparkflorida.gov

FISCAL AGENT CONTACT INFORMATION:

Organization Name: Town of Lake Park
Fiscal Agent: Lourdes Cariseo
Title: Finance Director
Address: 535 Park Avenue
City: Lake Park
Zip Code: 33403
Area Code and Telephone Number: (561) 881-3351
E-Mail Address: lcariseo@lakeparkflorida.gov

FEID No: 59-6000355

DUNS No: 025113474

PROJECT LOCATION: 2nd Street (Foresteria Drive to Evergreen Drive), map of project location attached.

PROJECT BACKGROUND: The interconnected channel and pond routing (ICPR4) H&H model developed for the Town's SWMP was used to perform hydrodynamic modeling of the rainfall/runoff process occurring throughout the watersheds. Hydrologic simulations were performed for three-year/24-hour, 10-year/24-hour, 25-year/three-day, 50-year/three-day and 100-year/three-day storm events. Results illustrate that the interconnected system of reinforced concrete pipes (RCP), corrugated metal pipes (CMP) and high-density polyethylene (HDPE) pipes do not have the capacity to convey runoff from mostly impervious dense urban areas for storm events of significance (greater than three-year frequency). Furthermore, there is localized flooding in areas (such as along 2nd Street) that do not possess a dedicated storm sewer system. This modeling aligns with real-world detrimental impacts that the Town is already experiencing.

The need is further demonstrated by the implications set forth as the result of projected climate change-based sea-level rise (SLR) by the United States Army Corps of Engineers (USACE). The change in SLR between 2019 and 2060 is estimated by USACE to be 36 inches. This corresponds to a 2060 average high tide of 2.7 feet NAVD. Once this occurs, preliminary ICPR4 H&H modeling (coded to reflect SLR of 2.7 feet) indicates that the problems being experienced today will grow in severity along the 60-inch trunk storm sewer and the 2nd Street vicinity, meaning that any drainage occurring along 2nd Street will not be able to enter the Southern Outfall by sheet flow or by pipe.

The roadside bioswales will serve two functions:

1. They will act to significantly mitigate pollutant-laden storm water runoff that otherwise would flow into the LWL and act as a natural filtration system to reduce total suspended solids.
2. They will reduce the centrality of the Southern Outfall 60-inch trunk-line pipe by diverting upstream storm water runoff sheet flow away from the main storm sewer trunk and to the underground water table aquifer, which will also introduce more resiliency into the storm water infrastructure system.

The 2nd Street project is a component of the 20-year long-term 5% Roadside Bioswale Plan that will ensure adequate resiliency and sustainability for a minimum of approximately 75% of its total land area.

PROJECT DESCRIPTION: The proposed project entails the strategic placement of roadside bioswales at two locations on 2nd Street where flooding has been documented, including 2nd Street and Foresteria Drive, and 2nd Street and Evergreen Drive. The overall goal of the project is to intercept and collect sheetflow at its source along the 2nd Street right-of-way in the vicinity of the road and prevent runoff from entering the Southern Outfall trunk (via sheet flow to inlets). Instead, the bioswales will function to intercept runoff for filtration to the water table aquifer and reduce runoff volumes through evaporation and transpiration.



Example Roaside Bio-Swales

<p><u>Bioswale with Planting</u></p>	
<p><u>Bioswale with no planting</u></p>	

The proposed project has two primary objectives:

1. Access the physical conditions of the topography and the soil's infiltration rates at the two affected sites (see aforementioned site locations) and the feasibility of two types of bioswale designs to direct runoff production to the groundwater table via infiltration and deep percolation and deliver untreated runoff flows that otherwise would enter the Southern Outfall via sheet flow and be transferred to the Lake Worth Lagoon. The proposed roadside GI-based bioswales will also address the increasing adverse impact of higher climate change-based rainfall intensity volumes.
2. Mitigate pollutant-laden runoff load discharge to the Lake Worth Lagoon by providing water quality treatment and infiltration of runoff to the underground aquifer.

In order to achieve these objectives, this project will focus on data collection and management and the engineering design and specifications for the bio-swales, culminating in construction documents and bid package for implementation.

TASKS and DELIVERABLES:

Task #1: Data Collection and Management

Task Description: The Grantee will work with Water Resources Management Associations, Inc. (WRMA), which is currently under a five-year contract with the Town. WRMA will perform topographic surveys at the two proposed sites. WRMA will also secure the services of a geotechnical engineering firm for the acquisition of the soil's physical properties data via shallow augers and/or shallow piezometer wells. This data is necessary to perform drainage infiltration analysis and determine the size of the required bioswale media for treatment of local runoff. The picture below shows the location of proposed field testing. The testing scope of work includes:



- Two (2) borehole permeability/percolation tests, usual open hole, constant head test to be performed on grassed swale areas along 2nd Street. One will be located at the southeast corner of 2nd Street and Foresteria Drive, and a second at the southwest corner of 2nd Street and Evergreen Drive.
- Two (2) 10ft deep Standard Penetration Test (SPT) borings will be performed in grassed swale areas adjacent to the previous permeability tests for minimal disruption.
- Two (2) 10ft Standard Penetration Test (SPT) borings with pavement coring reporting format. These will be performed at the intersections of 2nd Street and Foresteria Drive, and 2nd Street and Evergreen Drive.

None of these field tests will be performed in environmental sensitive areas and will not require the use of any chemical pollutants.

Deliverables: Data Collection and Management Technical Report

Task #2: Preliminary Engineering Design and Planning (30% Plans)

Task Description: The Grantee will work with a professional engineer and certified floodplain management professional from WRMA that will apply the topographic and soils project data, combined with H&H design tools, to perform design plans and specifications for the two sites. WRMA will review the collected data and create 30% plans for the addition of GI-based bioswales at the two sites. This level of design entails the development of preliminary conceptual design options that could be implemented at the site depending upon major site constraints.

Deliverables: 30% Design Plans

Task #3: Engineering Design and Site Layout (60%)

Task Description: The Grantee will build upon the previous task to include the selection of the final bioswale placement at the two locations, include the type of, bioswales selected (bioswale with or without plantings), and any required adjustments to the road (edge of pavement, driveways, etc.).

Deliverables: 60% Design Plans and Quantity Takeoff Cost Estimate

Task #4: Detailed Engineering Design (90%)

Task Description: The Grantee will build upon the previous two tasks to include the preparation of design specifications and preliminary construction-ready plans. The design will also include the preparation of the project technical manual and a detailed engineer's opinion of probable cost.

Deliverables: 90% Design Plans and Engineer's Opinion of Probable Cost

Task #5: Final Plans and Specifications (100%)

Task Description: The Grantee will complete the design plans in preparation of the final design plans (ready for bidding/construction). Grantee will summarize project with a final report utilizing Exhibit F format.

Deliverables: 100% Final Ready For Construction Design Plans and Specifications, and Final Engineer's Opinion of Probable Cost. Final Report of project.

Performance Standard: The Department’s Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and the task description. Upon review and written acceptance by the Department’s Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of each task and Department approval of all associated task deliverables.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task No.	Task or Deliverable Title	Deliverable Due Date
1	Data Collection and Management	10/31/2021
2	Pre-Liminary Engineering and Planning (30% Plans)	01/31/2022
3	Engineering Design and Site Layout (60% Plans)	04/30/2022
4	Detailed Engineering Design (90% Plans)	07/31/2022
5	Final Plans and Specifications (100% Plans)	08/31/2022

BUDGET DETAIL BY TASK:

Categories	Task 1	Task 2	Task 3	Task 4	Task 5	Totals
Contractual Services	\$10,000	\$4,000	\$10,000	\$2,000	\$4,000	\$30,000
Match Total	\$10,000	\$4,000	\$10,000	\$2,000	\$4,000	\$30,000
Total	\$20,000	\$8,000	\$20,000	\$4,000	\$8,000	\$60,000

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below. Match funding shall be provided in the categories indicated below.

Category Totals	Grant Funding Not to Exceed	Match Funding	Total Project Funding
Contractual Services Total	\$30,000	\$30,000	\$60,000
Total:	\$30,000	\$30,000	\$60,000

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Town of Lake Park Storm Water Master Plan 5% Roadway Bioswales Program - 2nd Street Project Agreement Number: CZ419

2. Parties State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: Town of Lake Park Entity Type: Local Government
Grantee Address: 535 Park Avenue FEID: 59-6000355
Lake Park, FL 33403 (Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: 12/31/22

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)
Project Description: This project entails the strategic placement of roadside bioswales at two locations on 2nd Street where flooding has been documented, including 2nd Street and Foresteria Drive, and 2nd Street and Evergreen Drive

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$30,000.00	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	NA21NOS4190077	\$30,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		\$30,000.00
Total Amount of Funding + Grantee Match, if any:			\$60,000.00

6. Department's Grant Manager Name: Tiffany Herrin or successor
Address: 3900 Commonwealth Blvd. MS#235
Tallahassee, FL 32399
Phone: 850-245-2953
Email: Tiffany.Herrin@FloridaDEP.gov

Grantee's Grant Manager Name: Dwayne Bell or successor
Address: 640 Old Dixie Highway
Lake Park, FL 33403
Phone: 561-881-3345
Email: dbell@lakeparkflorida.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input checked="" type="checkbox"/> Attachment 7: NA21NOS4190077 Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	NA21NOS4190077
Federal Award Date to Department:	7/1/21
Total Federal Funds Obligated by this Agreement:	\$30,000.00
Federal Awarding Agency:	Dept. of Commerce
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Town of Lake Park

GRANTEE

Grantee Name

By


(Authorized Signature)

06-22-2021

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Holly Stone Edmond

Digitally signed by Holly Stone Edmond
Date: 2021.07.07 13:40:34 -04'00'

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. **Interim Payments.** Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. **Final Payment Request.** A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. **Interest Rates.** All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. **Refund of Payments to the Department.** Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. **Salary/Wages.** Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

Attachment 1

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. CZ419**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is to entail the strategic placement of roadside bioswales at two locations on 2nd Street where flooding has been documented, including 2nd Street and Foresteria Drive, and 2nd Street and Evergreen Drive. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 100% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$30,000 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made upon execution or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. **Commercial General Liability Insurance.**
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. **Commercial Automobile Insurance.**
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. **Workers' Compensation and Employer's Liability Coverage.**
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None

Consent Agenda

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No. 3

Agenda Title: September 14, 2022 First Public Hearing on the Budget Meeting Minutes.

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

Approved by Town Manager

Date:

9-26-22

Shaquita Edwards, Deputy Town Clerk, MPA, MMC

Name/Title

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

Recommended Motion: I move to approve the September 14, 2022 First Public Hearing on the Budget Meeting Minutes.



Minutes
Town of Lake Park, Florida
First Public Budget Hearing
Wednesday, September 14, 2022 6:00 P.M.
Town Hall Commission Chamber,
535 Park Avenue, Lake Park, Florida 33403

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, September 14, 2022 at 6:00 p.m. Present were Vice-Mayor Kimberly Glas-Castro, Commissioners John Linden, Roger Michaud, and Mary Beth Taylor, Town Manager John D’Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez. Mayor Michael O’Rourke was absent.

Town Clerk Mendez performed the roll call and Vice-Mayor Glas-Castro led the pledge of allegiance.

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. PUBLIC HEARING:

******* OPEN PUBLIC BUDGET HEARING*******

1. Resolution 63-09-22 Adopting the Proposed Millage Rate for Fiscal Year 2022-2023.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A PROPOSED MILLAGE RATE FOR THE TOWN OF LAKE PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; STATING THE ROLLED-BACK RATE FOR THE TOWN OF LAKE PARK; STATING THE PERCENT BY WHICH THE TOWN MILLAGE RATE EXCEEDS, IF ANY, THE ROLLED-BACK MILLAGE RATE; AND LEVYING FOR AD VALOREM TAXES ON ALL TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY IN THE TOWN OF LAKE PARK FOR FISCAL YEAR 2022/2023; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager D’Agostino explained the item (see Exhibit “A”). Commissioner Linden questioned if the proposed millage rate could be lowered to 5.32 or 5.3 to achieve minimal impact for Residents. He expressed support of the millage rate of 5.3474 but next year he would advocate for a lower rate. Commissioner Michaud expressed support of the proposed millage rate of 5.3474. He explained that upcoming projects might assist in lowering the millage rate in the future. Vice-Mayor Glas-Castro explained that the millage rate might be lowered in the future but certainly not next year.

Motion: Commissioner Linden moved to approve Resolution 63-09-22 setting the operating millage rate at 5.3474 mills for Fiscal Year 2022-2023; 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	X		
Mayor O'Rourke			Absent

Motion passed 4-0.

2. Resolution 64-09-22 Adopting a Tentative Budget for Fiscal Year 2022-2023

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Town Manager D'Agostino and Finance Director Jeffrey Duvall explained the proposed budget changes from the September 7, 2022 Budget Workshop. Mayor O'Rourke arrived at 6:20 p.m., he apologized for his tardiness. Finance Director Duvall reviewed the highlighted line item updates within Exhibit "B". Discussion ensued regarding the highlighted line items.

Town Attorney Baird announced an update regarding 754 Park Avenue, LLC (see Exhibit "C"). The Commission directed Town Attorney Baird to make demand that the entire \$400k placed in escrow be released to the Town by the Escrow Agent.

A brief discussion ensued regarding the cost of Holiday Decorations. Public Works Director Roberto Travieso provided an update to the Commission regarding RFP Number 106-2022 Holiday Lighting and Decorating Services. He announced that a recommendation was scheduled for the October 5, 2022 Regular Commission Meeting.

Vice-Mayor Glas-Castro referenced the Centennial Celebration budget line items. She requested the Centennial Celebration Committee present to the Commission regarding their proposed budget items estimated around \$200k and list of events. Brief discussion ensued regarding the Centennial Celebration Committee's proposed budget and events, as a result Commissioner Linden announced that the Committee would present at the November 2, 2022 Regular Commission Meeting. Special Events Director Riunite Franks announced that the Committee would be made aware of the Commission's discussion, presentation request, and receive an email of the budget prior to the upcoming October 4, 2022 Meeting.

Motion: Commissioner Michaud moved to approve Resolution 64-09-22 Adopting a Tentative Budget for Fiscal Year 2022-2023; Commissioner Linden seconded the motion.

Vice-Mayor Glas-Castro expressed concerns regarding the excess of \$88k for the Special Evets Budget. No discussion ensued.

Vote on Motion:

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

Motion passed 5-0.

******* CLOSE PUBLIC BUDGET HEARING*******

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments

Town Manager D'Agostino announced that his budget message would be included in the final budget. Finance Director Jeffrey Duvall informed the Commission of the latest millage rate legislative changes and voting requirements.

Commissioner Linden announced the upcoming West Palm Beach Veterans Day Parade on November 6, 2022 and announced that the Town of Lake Park Commission as participants.

Commissioner Michaud had no comments.

Commissioner Taylor had no comments.

Vice-Mayor Glas-Castro had no comments.

Mayor O'Rourke encouraged Town Resident participation for the Final Hearing on the Budget on September 21, 2022.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Glas-Castro and seconded by Commissioner Michaud, and by unanimous vote, the meeting adjourned at 7:30 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

Exhibit "A"

Town of Lake Park Schedule of AdValorem Millage Rates

ROLLED-BACK RATE		
913,655,799	2022/23 Taxable Value	
1,000		
4.8630	Millage	
95.0%		
4,220,953		
(1,098,775)	1,098,775	CRA
3,122,178	3,122,178	General Fund

MILLAGE RATE OF 5.2		
913,655,799	2022/23 Taxable Value	
1000		
5.2	Millage	
95%		
4,513,460		
(1,143,275)	1,143,275	CRA
3,370,185	3,370,185	General Fund

CURRENT MILLAGE RATE		
913,655,799	2022/23 Taxable Value	
1,000		
5.3474	Millage	
95.0%		
4,641,399		
(1,162,739)	1,162,739	CRA
3,478,660	3,478,660	General Fund

MILLAGE RATE OF 4.9		
913,655,799	2022/23 Taxable Value	
1,000		
4.9000	Millage	
95.0%		
4,253,068		
(1,103,661)	1,103,661	CRA
3,149,407	3,149,407	General Fund

MILLAGE RATE OF 5.3		
913,655,799	2022/23 Taxable Value	
1000		
5.3	Millage	
95%		
4,600,257		
(1,156,479)	1,156,479	CRA
3,443,778	3,443,778	General Fund

MILLAGE RATE OF 5		
913,655,799	2022/23 Taxable Value	
1,000		
5.0000	Millage	
95.0%		
4,339,865		
(1,116,865)	1,116,865	CRA
3,223,000	3,223,000	General Fund

MILLAGE RATE OF 5.325		
913,655,799	2022/23 Taxable Value	
1000		
5.325	Millage	
95%		
4,621,956		
(1,159,781)	1,159,781	CRA
3,462,175	3,462,175	General Fund

MILLAGE RATE OF 5.1		
913,655,799	2022/23 Taxable Value	
1000		
5.1	Millage	
95%		
4,426,662		
(1,130,070)	1,130,070	CRA
3,296,592	3,296,592	General Fund

Decrease in Revenue

Millage Rate	General Fund	CRA
5.3474	-	-
5.325	16,485	2,958
5.3	34,882	6,260
5.2	108,475	19,464
5.1	182,068	32,669
5	255,660	45,874
4.9	329,253	59,078
4.863	356,482	63,964
(Rolled Back Rate)		

Exhibit "B"



**TOWN OF LAKE PARK
PROPOSED BUDGET CHANGES FROM
SEPTEMBER 7th BUDGET WORKSHOP**

ALL FUNDS FISCAL YEAR 2022/2023

October 1, 2022 through September 30, 2023

TOWN OF LAKE PARK
PROPOSED BUDGET CHANGES

GENERAL FUND REVENUE

FISCAL YEAR

October 1, 2022 through September 30, 2023

Changes from SEPTEMBER 7th BUDGET WORKSHOP

Account Number		Budgeted Amount		
		Original	Revised	Difference
001-331.100	American Rescue Plan Funds			
	Consultant E.A.R.	\$ 60,000	\$ 10,000	\$ (50,000)
	New Town Hall Marquee Sign	\$ -	\$ 41,000	\$ 41,000
001-382.110	Indirect Cost Allocation			
	CRA	\$ 476,365	\$ 354,157	\$ (122,208)
001-382.190	Indirect Cost Allocation			
	Streets & Roads	\$ 112,455	\$ 113,673	\$ 1,218
001-382.401	Indirect Cost Allocation			
	Marina Fund	\$ 393,591	\$ 397,854	\$ 4,263
001-382.402	Indirect Cost Allocation			
	Stormwater Fund	\$ 224,909	\$ 227,345	\$ 2,436
001-382.404	Indirect Cost Allocation			
	Sanitation Fund	\$ 506,046	\$ 511,527	\$ 5,481
001-399.999	Balance Brought Forward			
	Includes Master Permit Fee Use	\$ 122,914	\$ 117,247	\$ (5,667)
Total Change for Department/Fund		\$ 11,676,301	\$ 11,552,824	\$ (123,477)

Rept:131 - Itemized Budget For Year 2023 Version 2
 PROPOSED FY2023 BUDGET CHANGES

G/L Account	Description	2021 Actual	2022 Budget	2022 YTD+Enc	2023 Budget	Notes
001-323.100	Franchise Fees - Electric	585,602.56	587,600.00	426,422.09	600,000.00	
001-323.400	Franchise Fees - Gas	10,524.91	10,000.00	11,737.36	10,000.00	
001-323.700	Franchise Fees - Solid Waste	38,945.12	46,000.00	46,066.25	40,000.00	
001-329.100	Alarm Permits	13,750.00	14,000.00	10,850.00	14,000.00	
001-329.110	Reinspect/Reinstmnt Fees	2,405.00	2,000.00	1,818.75	2,500.00	
	1 BPs Reinspect/Reinstmnt Fees				2,500.00	
001-329.152	Penalty-Bldg Permits	4,840.84	6,000.00	5,200.00	6,000.00	
	1 Penalties/Fines on BPs (work without permits)				6,000.00	
001-329.153	Penalty - Surcharges	148.02	200.00	145.00	150.00	
	1 Penalties/Fines Surcharges (charged at 2.5%)				150.00	
001-329.200	Signage Permits	4,200.00	6,000.00	6,800.00	6,000.00	
	1 Signage Permits				6,000.00	
001-329.225	Rental Property Annual Inspections	7,534.54	5,000.00	5,061.06	6,000.00	
	1 RENAME: BTRs Inspections				6,000.00	
001-331.100	American Rescue Plan Funds	0.00	295,290.00	1,879,875.24	599,684.00	
	1 Town Code Review and Rewrite				300,000.00	
	2 Toro Z-Master Mower				23,684.00	
	3 Centennial Celebration Event				200,000.00	
	4 Consultants EAR				10,000.00	
	5 Replace Irrigation Well - Date Palm Dr.				25,000.00	
	6 New Town Hall Marquee Sign				41,000.00	
001-331.500	FEMA/State Hurricane Relief	73,276.90	0.00	239.23	0.00	
001-331.550	Covid Relief	123,616.50	0.00	53,982.10	0.00	
001-331.560	Cares Act Covid Relief	87,354.06	0.00	0.00	0.00	
001-334.700	Grant - State Aid to Libraries	6,313.00	5,000.00	7,873.00	8,000.00	
001-334.710	State Grant - Technology	68,485.00	6,174.00	6,174.00	0.00	
001-335.100	SALE OF SCRAP MATERIAL	2,244.25	10,000.00	0.00	0.00	
001-335.120	State Revenue Sharing	280,382.47	270,144.00	293,144.40	290,000.00	
001-335.150	Alcoholic Beverage Licenses	9,322.08	10,000.00	8,734.76	10,000.00	
001-335.180	Half Cent Sales Tax	778,606.27	726,000.00	767,965.13	890,000.00	
001-335.190	Motor Fuel Tax Refund	4,442.07	6,000.00	3,646.19	4,400.00	
001-337.300	Community Connect Library Grant	2,000.00	0.00	0.00	0.00	
001-337.324	CDBG Grant 2018/2019	0.00	60,000.00	0.00	0.00	

Rept:131 - Itemized Budget For Year 2023 Version 2
 PROPOSED FY2023 BUDGET CHANGES

G/L Account	Description	2021 Actual	2022 Budget	2022 YTD+Enc	2023 Budget	Notes
001-362.200	Rent - Dunkin Donuts Lot	9,521.56	10,248.00	9,577.43	9,800.00	
	1 Annual Rent due Sept 2023				9,800.00	
001-363.120	Service Charges-Code Violation	31,065.76	1,000.00	1,988.00	2,000.00	
001-364.100	Sale of Surplus Property	0.00	1,500.00	4,678.01	1,500.00	
001-365.100	Sale of Scrap Material	0.00	0.00	927.00	500.00	
001-366.150	Donations - Summer Camp	625.00	2,000.00	0.00	2,500.00	
001-366.713	Grant - FMIT Safety	4,335.00	5,000.00	874.00	4,000.00	
	10 FMIT Grant				4,000.00	
001-369.100	Miscellaneous Revenue	1,978.56	1,000.00	28,184.53	2,000.00	
001-369.130	Seacoast Util. Brd Adv Compensation	4,000.00	3,900.00	3,300.00	3,600.00	
001-369.320	Reimbursement - PBSO Fuel	886.49	1,000.00	335.93	1,500.00	
001-381.110	Transfer from CRA Fund - ILA 2008	168,866.04	168,780.00	168,780.00	168,690.00	
001-381.130	Transfer from CRA Fund - ILA 2009	16,504.67	91,321.00	154,061.88	54,793.00	
001-381.401	Transfer from Marina	10,000.00	10,000.00	10,000.00	10,000.00	
001-381.404	Transfer from Sanitation	0.00	0.00	31,434.43	31,436.00	
	1 Repayment for New Sanitation Collection Bins				31,436.00	
001-382.110	Indirect Cost Allocation	429,336.96	539,304.00	539,207.52	354,157.00	
	1 Indirect Cost Allocation				354,157.00	
001-382.190	Indirect Cost Allocation	121,607.04	115,848.00	112,443.12	113,673.00	
001-382.401	Indirect Cost Allocation	327,528.96	289,620.00	337,329.12	397,854.00	
001-382.402	Indirect Cost Allocation	122,010.00	115,848.00	168,664.56	227,345.00	
001-382.404	Indirect Cost Allocation	549,044.04	521,315.00	505,993.80	511,527.00	
001-388.100	Sale of Gnl Capital Assets	0.00	4,000.00	0.00	0.00	
001-389.700	Donations - Library	74.09	0.00	5,333.49	100.00	
001-399.999	Balance Brought Forward	0.00	52,444.00	0.00	117,247.00	
	TOTAL REVENUES	10,601,188.41	10,753,015.00	14,204,571.13	11,552,824.00	

TOWN OF LAKE PARK
PROPOSED BUDGET CHANGES

TOWN COMMISSION - 100

FISCAL YEAR

October 1, 2022 through September 30, 2023

Changes from SEPTEMBER 7th BUDGET WORKSHOP

Account Number	Budgeted Amount		Difference
	Original	Revised	
001-51-511-100-48001 Town of Lake Park Grants	\$ 25,000	\$ 10,000	\$ (15,000)
Total Change for Department/Fund	\$ 181,541	\$ 166,541	\$ (15,000)

Rept:107 - Itemized Budget For Year 2023 Version 2
 PROPOSED FY2023 BUDGET CHANGES

G/L Account	Description	2021 Actual	2022 Budget	2022 YTD+Enc	2023 Budget	Notes
	4 Legislative Action Days Tallahassee (February)				3,098.00	
	6 PBC Mayor's Homeless Coalition Ball (May)				300.00	
	7 Palm Beach County Days (January)				2,550.00	
	8 Palm Beach County Business before Hours				500.00	
	9 Safe Streets Summit				1,736.00	
	10 Legislative Conference (November)				2,020.00	
	12 BDB Ball				1,000.00	
	13 FLC Legislative Policy Committee (July)				2,100.00	
	14 PBC District 1 Luncheon				300.00	
	15 Homeless Coalition Awards Luncheon				100.00	
	16 Treasure Coast Regional Planning Commission Travel				408.00	
	17 FLC IEMO Training				2,000.00	
	18 FL League of Mayors				25.00	
	19 Operation Hope Table (10 People)				600.00	
001-51-511-100-41100	Telephone	1,280.39	1,200.00	1,168.50	1,200.00	
001-51-511-100-41200	Postage & Shipping	96.96	100.00	120.50	100.00	
001-51-511-100-47000	Printing	0.00	500.00	0.00	250.00	
001-51-511-100-48000	Promotional Activity	43.44	500.00	754.63	100.00	
001-51-511-100-48001	Town of Lake Park Grants	0.00	0.00	0.00	10,000.00	
001-51-511-100-49400	Uniforms & Clothing	116.02	1,000.00	139.98	1,000.00	
001-51-511-100-51000	Office Supplies	85.99	400.00	32.64	250.00	
001-51-511-100-54200	Memberships, Dues, & Subscriptions	7,472.00	8,593.00	8,683.00	8,593.00	
	1 Florida League of Cities				1,221.00	
	2 Florida League of Mayors				350.00	
	3 Palm Beach County North Chamber of Commerce				710.00	
	4 Palm Beach County League of Cities				5,140.00	
	5 National League of Cities				1,172.00	
	TOTAL OPERATING EXPENSES	60,697.13	74,274.00	79,000.63	85,453.00	
	TOTAL DEPT EXPENDITURES	138,736.19	151,544.00	152,652.50	166,541.00	

TOWN OF LAKE PARK
PROPOSED BUDGET CHANGES

FACILITIES MAINTENANCE - 408

FISCAL YEAR

October 1, 2022 through September 30, 2023

Changes from SEPTEMBER 7th BUDGET WORKSHOP

Account Number	Improvements Other Than Buildings	Original	Budgeted Amount	Difference
	New Town Hall Marquee Sign		Revised	
001-54-597-408-63000		\$	- \$ 41,000	\$ 41,000
Total Change for Department/Fund		\$ 445,616	\$ 486,616	\$ 41,000

Rept:117 - Itemized Budget For Year 2023 Version 2
 PROPOSED FY2023 BUDGET CHANGES

G/L Account	Description	2021 Actual	2022 Budget	2022 YTD+Enc	2023 Budget	Notes
	5 Environmental Repairs				3,000.00	
	6 Generator Repairs				3,000.00	
	7 Lock Repairs & Keys				3,000.00	
	8 Roof Repairs				5,000.00	
	9 Plumbing & Septic Tank Repairs				6,500.00	
	10 Paint/Seal Library Exterior				3,000.00	
	11 Paint/Seal PW Office Exterior				2,000.00	
	12 Pro Shop AC Replacement				2,500.00	
001-54-597-408-49400	Uniforms & Clothing	1,032.11	1,900.00	1,642.78	2,400.00	
	1 Uniforms				1,400.00	
	2 Safety Shoes & PPEs				1,000.00	
001-54-597-408-52000	Operating Supplies	25,345.25	16,000.00	21,257.54	22,000.00	
	1 Consumable Custodial Supplies				8,000.00	
	2 Flag Replacements				2,000.00	
	3 Maintenance/Repairs Parts & Supplies				12,000.00	
001-54-597-408-52100	Gasoline & Diesel Fuel	2,882.68	3,600.00	2,333.92	3,200.00	
	10 Bd of County Comm.				600.00	
	20 Fuel Allocation				2,600.00	
001-54-597-408-52200	Small Tools and Others	1,768.24	1,000.00	619.03	1,800.00	
	10 Replacement Drills, Ladders, etc.				1,800.00	
	TOTAL OPERATING EXPENSES	195,352.29-	206,082.00-	225,636.82-	286,779.00-	
001-54-597-408-63000	Improvements Other Than Building	111,279.00	0.00	0.00	41,000.00	
	10 New Town Hall Marquee Sign				41,000.00	
001-54-597-408-64100	Machinery & Equipment	13,121.00	0.00	0.00	0.00	

TOWN OF LAKE PARK
PROPOSED BUDGET CHANGES

COMMUNITY DEVELOPMENT - 500

FISCAL YEAR

October 1, 2022 through September 30, 2023

Changes from SEPTEMBER 7th BUDGET WORKSHOP

Account Number		Budgeted Amount		
		Original	Revised	Difference
001-52-524-500-12000	Regular Salaries	\$ 396,951	\$ 315,911	\$ (81,040)
001-52-524-500-21000	FICA	\$ 40,694	\$ 34,494	\$ (6,200)
001-52-524-500-22000	Retirement	\$ 34,377	\$ 31,337	\$ (3,040)
001-52-524-500-22100	Town Retirement Matching	\$ 9,408	\$ 9,408	\$ -
001-52-524-500-23100	Health Insurance	\$ 111,240	\$ 89,234	\$ (22,006)
001-52-524-500-23200	Insurance Dental	\$ 3,654	\$ 2,842	\$ (812)
001-52-524-500-2330	Insurance Life	\$ 1,273	\$ 985	\$ (288)
001-52-524-500-23400	Insurance Vision	\$ 495	\$ 385	\$ (110)
001-52-524-500-23500	Disability	\$ 4,809	\$ 3,809	\$ (1,000)
001-52-524-500-24000	Worker's Compensation Insurance	\$ 2,883	\$ 1,902	\$ (981)
001-52-524-500-34000	Contractual Services			
	E.A.R	\$ 60,000	\$ 10,000	\$ (50,000)
Total Change for Department/Fund		\$ 959,094	\$ 792,617	\$ (166,477)

Rept:120 - Itemized Budget For Year 2023 Version 2
 PROPOSED FY2023 BUDGET CHANGES

G/L Account	Description	2021 Actual	2022 Budget	2022 YTD+Enc	2023 Budget	Notes
EXPENDITURES						
001-52-524-500-11000	Executive Salaries	103,398.50	93,657.00	109,578.74	95,934.00	
	1 Community Development Director				95,934.00	
001-52-524-500-12000	Regular Salaries	263,278.65	381,523.00	292,018.14	315,911.00	
	1 Executive Assistant				56,909.00	
	2 Community Development Technician				51,709.00	
	3 Community Development Technician				42,432.00	
	4 Planner				59,592.00	
	5 Code Compliance Officer				55,349.00	
	6 Code Compliance Officer				49,920.00	
001-52-524-500-13000	Other & Part Time Salaries	32,537.95	33,084.00	29,317.65	33,045.00	
	1 Planner - PT				33,045.00	
001-52-524-500-14000	Overtime Salaries	281.37	6,000.00	547.36	6,000.00	
	1 Overtime Salaries				6,000.00	
001-52-524-500-15000	Special Pay	2,884.00	3,220.00	2,996.00	720.00	
	1 Telephone Stipend				720.00	
001-52-524-500-21000	FICA	29,183.31	39,471.00	31,455.41	34,494.00	
	1 Community Development Director				7,339.00	
	2 Executive Assistant				4,354.00	
	3 Community Development Technician				3,956.00	
	4 Community Development Technician				3,246.00	
	5 Planner				4,559.00	
	6 Code Compliance Officer				4,234.00	
	7 Code Compliance Officer				3,819.00	
	8 Planner - PT				2,528.00	
	9 Overtime Salaries				459.00	
	10 Longevity Pay - Community Development Technician				0.00	
001-52-524-500-22000	Retirement	24,076.09	26,448.00	22,662.23	31,337.00	
	1 Community Development Director				7,195.00	
	2 Executive Assistant				4,268.00	
	3 Community Development Technician				3,878.00	

Rept:120 - Itemized Budget For Year 2023 Version 2
 PROPOSED FY2023 BUDGET CHANGES

G/L Account	Description	2021 Actual	2022 Budget	2022 YTD+Enc	2023 Budget	Notes
	4 Community Development Technician				3,182.00	
	5 Planner				4,469.00	
	6 Code Enforcement Officer				4,151.00	
	7 Code Enforcement Officer				3,744.00	
	8 Planner - PT				0.00	
	9 Overtime Salaries				450.00	
	10 Longevity Pay - Community Development Director				0.00	
001-52-524-500-22100	Town Retirement Matching	9,451.18	9,502.00	9,796.46	9,408.00	
	1 Community Development Director				4,797.00	
	2 Executive Assistant				2,845.00	
	3 Community Development Technician				274.00	
	4 Community Development Technician				0.00	
	5 Planner				1,192.00	
	6 Code Enforcement Officer				0.00	
	7 Code Enforcement Officer				0.00	
	8 Planner - PT				0.00	
	9 Overtime Salaries				300.00	
001-52-524-500-23100	Health Insurance	63,116.66	101,130.00	70,193.35	89,234.00	
	1 Community Development Director				11,003.00	
	2 Executive Assistant				11,003.00	
	3 Community Development Technician				15,624.00	
	4 Community Development Technician				11,003.00	
	5 Planner				11,003.00	
	6 Code Enforcement Officer				18,595.00	
	7 Code Enforcement Officer				11,003.00	
001-52-524-500-23200	Insurance - Dental	2,067.66	3,654.00	1,963.95	2,842.00	
	1 Community Development Director				406.00	
	2 Executive Assistant				406.00	
	3 Community Development Technician				406.00	
	4 Community Development Technician				406.00	
	5 Planner				406.00	
	6 Code Enforcement Officer				406.00	
	7 Code Enforcement Officer				406.00	
001-52-524-500-23300	Insurance - Life	899.10	1,323.00	916.95	985.00	
	1 Community Development Director				144.00	

Rept:120 - Itemized Budget For Year 2023 Version 2
 PROPOSED FY2023 BUDGET CHANGES

G/L Account	Description	2021 Actual	2022 Budget	2022 YTD+Enc	2023 Budget	Notes
	2 Executive Assistant				144.00	
	3 Community Development Technician				141.00	
	4 Community Development Technician				124.00	
	5 Planner				144.00	
	6 Code Enforcement Officer				144.00	
	7 Code Enforcement Officer				144.00	
001-52-524-500-23400	Insurance - Vision	307.00	504.00	353.43	385.00	
	1 Community Development Director				55.00	
	2 Executive Assistant				55.00	
	3 Community Development Technician				55.00	
	4 Community Development Technician				55.00	
	5 Planner				55.00	
	6 Code Enforcement Officer				55.00	
	7 Code Enforcement Officer				55.00	
001-52-524-500-23500	Disability	3,470.10	4,678.00	3,641.54	3,809.00	
	1 Community Development Director				867.00	
	2 Executive Assistant				524.00	
	3 Community Development Technician				485.00	
	4 Community Development Technician				398.00	
	5 Planner				548.00	
	6 Code Enforcement Officer				519.00	
	7 Code Enforcement Officer				468.00	
001-52-524-500-24000	Worker's Compensation Insurance	2,480.31	2,721.00	2,713.44	1,902.00	
	1 Worker's Compensation Insurance				1,902.00	
001-52-524-500-26000	Mileage Reimbursement	0.00	450.00	0.00	450.00	
	1 Personal Vehicle Usage for Meetings/Travel/Training&Other				450.00	
	TOTAL PERSONNEL EXPENSES	537,431.88	707,365.00	578,154.65	626,456.00	
001-52-524-500-31000	Professional Services	27,177.21	6,500.00	3,150.00	9,600.00	

Rept:120 - Itemized Budget For Year 2023 Version 2
 PROPOSED FY2023 BUDGET CHANGES

G/L Account	Description	2021 Actual	2022 Budget	2022 YTD+Enc	2023 Budget	Notes
	1 Special Magistrate for Code Hearings				9,600.00	
001-52-524-500-34000	Contractual Services	371,044.89	18,400.00	38,048.55	37,650.00	
	1 ESRI(GIS)Annual Maintenance & Additional Consultant Services				3,750.00	
	2 InkForce Annual Software Maintenance (Code Compliance)				9,900.00	
	3 IMS (Building Permits and BTRs) Annual Software Maintenance				7,000.00	
	4 Consultants (CRS \$7K; EAR \$10K)				17,000.00	
001-52-524-500-34200	Contractual Svc - Cost Recovery	89,492.52	50,000.00	51,752.58	60,000.00	
	1 Cost Recovery for Project Reviews for Pass Through Invoices				60,000.00	
001-52-524-500-34300	Contractual Svc-Code Violations	3,763.90	5,000.00	0.00	5,000.00	
	1 Code Compliance Abatements (CBIF can be used for others)				5,000.00	
001-52-524-500-34320	Holding Costs - 1100 2nd Court	0.00	0.00	1,360.18	0.00	
001-52-524-500-34910	Legal Advertising	2,310.00	1,100.00	3,995.52	1,100.00	
	1 Legal Ads for Town Initiated Items (LEGAL Ads Only)				1,100.00	
001-52-524-500-40000	Travel & Training	47.00	3,000.00	15.00	3,500.00	
	1 Florida APA (September 2022)				1,500.00	
	2 Trainings for Code Officers				1,000.00	
	3 Historic Preservation,League or Other Virtual/Local Training				500.00	
	4 FABTO Trainings for Technicians				500.00	
001-52-524-500-40030	Training - Bldg Code Education Fund	0.00	500.00	0.00	500.00	
	1 FBC Training pursuant to Surcharges collected per FSS				500.00	
001-52-524-500-41100	Telephone	3,436.61	4,000.00	3,260.04	4,000.00	
	1 All Department Telephones				4,000.00	
001-52-524-500-41200	Postage & Shipping	9,737.91	7,000.00	6,731.20	10,000.00	
	1 P&S for Code Notices & Planning Projects (some have escrow)				7,000.00	
	11 Annual CRS/Community-Wide Outreach				3,000.00	
001 52 524-500-44200	Equipment Leases	2,851.65	3,111.00	3,110.76	3,111.00	
	1 Canon Copier				3,111.00	
001-52-524-500-47000	Printing	7,497.43	5,000.00	2,039.39	5,000.00	

TOWN OF LAKE PARK
PROPOSED BUDGET CHANGES

SPECIAL EVENTS - 600

FISCAL YEAR

October 1, 2022 through September 30, 2023

Changes from SEPTEMBER 7th BUDGET WORKSHOP

Account Number		Budgeted Amount		Difference
		Original	Revised	
001-57-572-600-48057	Veteran's Day Event	\$ 4,000	\$ 4,000	\$ -
001-57-572-600-57235	Sponsored Event Expense			\$ -
	Haitian Flag Day Event	\$ -	\$ 1,000	\$ 1,000
	Soccer Program	\$ -	\$ 15,000	\$ 15,000
Total Change for Department/Fund		\$ 527,950	\$ 543,950	\$ 16,000

Rept:121 - Itemized Budget For Year 2023 Version 2
 PROPOSED FY2023 BUDGET CHANGES

G/L Account	Description	2021 Actual	2022 Budget	2022 YTD+Enc	2023 Budget	Notes
001-57-572-600-44200	Equipment Leases	5,314.48	2,747.00	2,747.04	2,747.00	
	1 Canon Copier				2,747.00	
001-57-572-600-46000	Repair & Maintenance	2,732.39	1,000.00	0.00	1,000.00	
001-57-572-600-47000	Printing	109.92	500.00	2,204.23	500.00	
001-57-572-600-47100	Photocopying	610.02	1,200.00	519.25	600.00	
001-57-572-600-48000	Promotional Activity	1,067.20	1,200.00	3,307.12	0.00	
001-57-572-600-48005	Promotional - Tree Lighting	5,909.13	0.00	0.00	0.00	
001-57-572-600-48046	Sunset Celebration	328.55	20,000.00	7,848.62	20,600.00	
	1 Banners				125.00	
	2 Decorations				900.00	
	3 Entertainment				9,000.00	
	4 Marketing				900.00	
	5 Photography/Videography				900.00	
	6 Stage & Lighting				5,850.00	
	7 Tent				2,925.00	
001-57-572-600-48056	PROMOTIONAL - EASTER EGG HUNT	2,013.67	3,000.00	3,998.10	3,500.00	
	1 Banners				650.00	
	2 Decorations				100.00	
	3 DJ/Sound System				400.00	
	4 Easter Eggs				1,000.00	
	5 Easter Bunny Costume Rental				250.00	
	6 Food & Drinks				100.00	
	7 Marketing				150.00	
	8 Photography/Videography				150.00	
	9 Tents				700.00	
001-57-572-600-48057	VETERAN'S DAY EVENT	134.95	3,000.00	0.00	4,000.00	
001-57-572-600-48058	Centennial Celebration	0.00	0.00	0.00	200,000.00	
	1 Centennial Kickoff Event				3,500.00	
	2 Historical Homes Tour				3,500.00	
	3 Battle of the Badges				5,500.00	
	4 Historic Timeline Unveiling at the Library				5,000.00	
	5 Time Capsule Ceremony				5,000.00	
	6 Celebration Final Event				73,500.00	
	7 Celebration Gala				15,000.00	
	8 Centennial Book				10,000.00	
	9 Logo and Merchandise				5,000.00	

Rept:121 - Itemized Budget For Year 2023 Version 2
 PROPOSED FY2023 BUDGET CHANGES

G/L Account	Description	2021 Actual	2022 Budget	2022 YTD+Enc	2023 Budget	Notes
	5 Arts & Crafts				200.00	
	6 Sports Equipment				200.00	
001-57-572-600-57230	Program Exp - Senior Bus Trips	0.00	200.00	0.00	0.00	
001-57-572-600-57235	Sponsored Event Expense	4,997.77	6,500.00	9,711.27	23,000.00	
	1 Town Sponsored Events				1,000.00	
	2 Santa's Magical Ride & Decorating Contest				2,000.00	
	3 Recreation Programs				4,000.00	
	4 Haitian Flag Day Event				1,000.00	
	5 Soccer Program				15,000.00	
001-57-572-600-57245	Back to School Extravaganza	90.58	3,000.00	9,814.87	4,500.00	
	1 Backpacks & School Supplies				1,500.00	
	2 Banners				250.00	
	3 Decorations				250.00	
	4 DJ/Sound System				300.00	
	5 Food & Drinks				500.00	
	6 Marketing				150.00	
	7 Photography/Videography				150.00	
	8 Game & Activities				400.00	
	9 Tents				1,000.00	
001-57-572-600-57250	After School - Youth Activities Pro	3,300.78	5,000.00	0.00	5,000.00	
	1 Food & Drinks				500.00	
	2 Marketing				500.00	
	3 Office Supplies				200.00	
	4 Sports Equipment				300.00	
	5 Sports Providers				3,000.00	
	6 T-Shirts				500.00	
	TOTAL OPERATING EXPENSES	79,969.11-	106,999.00-	94,915.84	322,997.00-	
001-57-572-600-63100	Improvements - Ballfield Playground	0.00	60,000.00	0.00	0.00	

TOWN OF LAKE PARK
PROPOSED BUDGET CHANGES

SPECIAL PROJECTS FUND

FISCAL YEAR

October 1, 2022 through September 30, 2023

Changes from SEPTEMBER 7th BUDGET WORKSHOP

Account Number		Budgeted Amount		
		Original	Revised	Difference
301-52-521-301-63100	PBC Discretionary Surtax Projects			\$ -
	Repair/Repave of Streets	\$ 200,000	\$ 280,000	\$ 80,000
	Repair/Replace of Sidewalks	\$ 200,000	\$ 120,000	\$ (80,000)
Total Change for Department/Fund		\$ 1,130,000	\$ 1,130,000	\$ -

Rept:127 - Itemized Budget For Year 2023 Version 2
 PROPOSED FY2023 BUDGET CHANGES

G/L Account	Description	2021 Actual	2022 Budget	2022 YTD+Enc	2023 Budget	Notes
REVENUES						
301-337,316	GRANT - PBC R2007 2154/SLVR BCH LTS	3,379.16	3,379.00	3,463.24	3,379.00	
301-337,327	GRANT - CDBG FY 2020-21	0.00	95,655.00	25,510.35	0.00	
301-337,330	Lake Shore Drive Line Item Appropri	0.00	310,000.00	60,967.16	0.00	
301-337,331	Lake Shore Drive - Seacoast/Other	0.00	0.00	9,464.92	0.00	
301-337,332	Lake Shore Drive 4337-149-R	0.00	116,550.00	1,205,162.33	0.00	
301-337,715	Grant - Historical Resources	0.00	0.00	0.00	325,000.00	
301-338,100	PBC Discretionary Surtax	713,453.23	674,207.00	711,818.68	700,000.00	
301-399,999	Balance Brought Forward	0.00	2,621,158.00	0.00	101,621.00	
	TOTAL REVENUE	716,832.39	3,820,949.00	2,016,386.68	1,130,000.00	
EXPENDITURES						
301-52-521-301-63100	PBC Discretionary Surtax Projects	805,010.61	753,319.15	291,321.14	1,130,000.00	
10	Town Hall Roof/Building Waterproofing				650,000.00	
20	Library Roof				40,000.00	
30	Machine Shop Roof				40,000.00	
40	Repair/Repaving of Streets				280,000.00	
50	Repair/Replacement of Sidewalks				120,000.00	
301-52-521-301-63826	Lake Shore Drive-Line Item Appropri	0.00	2,449,540.13	2,366,289.88	0.00	
301-54-541-301-63823	GRANT - CDBG FY 2020-21	0.00	22,435.00	80,422.50	0.00	
301-54-541-301-63826	Lake Shore Drive State Appropriatio	0.00	595,655.00	0.00	0.00	
301-55-552-301-31020	PBC R2010-1486 Silver Beach Road	3,469.80	0.00	3,027.51	0.00	

**TOWN OF LAKE PARK
PROPOSED BUDGET CHANGES**

COMMUNITY REDEVELOPMENT FUND

FISCAL YEAR

October 1, 2022 through September 30, 2023

Changes from SEPTEMBER 7th BUDGET WORKSHOP

Account Number		Original	Budgeted Amount		Difference
				Revised	
110-55-552-520-12000	Regular Salaries	\$ -	\$ 81,040	\$ 81,040	\$ 81,040
110-55-552-520-21000	FICA	\$ -	\$ 6,200	\$ 6,200	\$ 6,200
110-55-552-520-22000	Retirement	\$ -	\$ 3,040	\$ 3,040	\$ 3,040
110-55-552-520-22100	Town Retirement Matching	\$ -	\$ -	\$ -	\$ -
110-55-552-520-23100	Health Insurance	\$ -	\$ 22,006	\$ 22,006	\$ 22,006
110-55-552-520-23200	Insurance Dental	\$ -	\$ 812	\$ 812	\$ 812
110-55-552-520-2330	Insurance Life	\$ -	\$ 288	\$ 288	\$ 288
110-55-552-520-23400	Insurance Vision	\$ -	\$ 110	\$ 110	\$ 110
110-55-552-520-23500	Disability	\$ -	\$ 1,000	\$ 1,000	\$ 1,000
110-55-552-520-24000	Worker's Compensation Insurance	\$ -	\$ 981	\$ 981	\$ 981
110-55-552-520-82111	Grant - Business Development	\$ 380,492	\$ 387,223	\$ 6,731	\$ 6,731
110-55-552-520-99110	Indirect Cost Allocation	\$ 476,365	\$ 354,157	\$ (122,208)	\$ (122,208)
Total Change for Department/Fund		\$ 1,794,121	\$ 1,794,121	\$ -	\$ -

Rept:124 - Itemized Budget For Year 2023 Version 2
 PROPOSED FY2023 BUDGET CHANGES

G/L Account	Description	2021 Actual	2022 Budget	2022 YTD+Enc	2023 Budget	Notes
REVENUES						
110-311.115	Ad Valorem Taxes - County	476,859.00	521,178.00	517,894.00	631,382.00	
110-381.001	Transfer from General Fund	878,598.00	959,790.00	959,790.00	1,162,739.00	
110-399.999	Balance Brought Forward	0.00	154,678.00	0.00	0.00	
	TOTAL REVENUE	1,355,457.00	1,635,646.00	1,477,684.00	1,794,121.00	
EXPENDITURES						
110-55-552-520-12000	Regular Salaries	0.00	0.00	0.00	81,040.00	
	1 Code Compliance Officer - Vacant				40,520.00	
	2 Code Compliance Officer - Vacant				40,520.00	
110-55-552-520-21000	FICA	0.00	0.00	0.00	6,200.00	
	1 Code Compliance Officer - Vacant				3,100.00	
	2 Code Compliance Officer - Vacant				3,100.00	
110-55-552-520-22000	Retirement	0.00	0.00	0.00	3,040.00	
	1 Code Compliance Officer - Vacant				1,520.00	
	2 Code Compliance Officer - Vacant				1,520.00	
110-55-552-520-23100	Health Insurance	0.00	0.00	0.00	22,006.00	
	1 Code Compliance Officer - Vacant				11,003.00	
	2 Code Compliance Officer - Vacant				11,003.00	
110-55-552-520-23200	Dental	0.00	0.00	0.00	812.00	
	1 Code Compliance Officer - Vacant				406.00	
	2 Code Compliance Officer - Vacant				406.00	
110-55-552-520-23300	Insurance - Life	0.00	0.00	0.00	288.00	
	1 Code Compliance Officer - Vacant				144.00	
	2 Code Compliance Officer - Vacant				144.00	

Rept:124 - Itemized Budget For Year 2023 Version 2
 PROPOSED FY2023 BUDGET CHANGES

G/L Account	Description	2021 Actual	2022 Budget	2022 YTD+Enc	2023 Budget	Notes
110-55-552-520-23400	Insurance - Vision	0.00	0.00	0.00	110.00	
	1 Code Compliance Officer - Vacant				55.00	
	2 Code Compliance Officer - Vacant				55.00	
110-55-552-520-23500	Disability	0.00	0.00	0.00	1,000.00	
	1 Code Compliance Officer - Vacant				500.00	
	2 Code Compliance Officer - Vacant				500.00	
110-55-552-520-2400	Worker's Compensation Insurance	0.00	0.00	0.00	981.00	
	TOTAL PERSONNEL EXPENSES	0.00	0.00	0.00	115,477.00	
110-55-552-520-31000	Professional Services	47,997.61	107,019.00	132,192.48	50,000.00	
	1 Strategic Marketing				50,000.00	
110-55-552-520-31100	Professional Svc - Town Attorney	5,800.00	3,500.00	4,100.00	6,000.00	
110-55-552-520-34000	Contractual Services	97,163.05	105,640.00	171,253.20	114,870.00	
	1 Landscape Services				90,800.00	
	2 Landscape Services Contingency Tree Trimming				10,700.00	
	3 Johnson Controls				1,930.00	
	4 Decorative Displays				8,000.00	
	5 Code Enforcement				0.00	
	6 Custodial Services				3,440.00	
110-55-552-520-34010	Contract PBC Sheriff	131,175.00	133,680.00	106,335.00	138,000.00	
110-55-552-520-40000	Travel & Training	1,092.18	8,250.00	2,459.57	2,500.00	
110-55-552-520-41200	Postage & Shipping	727.26	500.00	1.73	2,500.00	
110-55-552-520-43000	Utilities	17,639.00	13,950.00	16,678.48	15,000.00	
110-55-552-520-44100	Equipment Rentals	1,178.05	8,500.00	8,827.80	0.00	
110-55-552-520-45000	Insurance	5,568.00	12,000.00	5,783.00	6,566.00	
110-55-552-520-46000	Repair and Maintenance	1,489.30	3,000.00	5,352.07	4,000.00	
110-55-552-520-47000	Printing	0.00	100.00	0.00	1,000.00	
110-55-552-520-48005	Tree Lighting	0.00	3,000.00	3,607.63	6,700.00	

Town of Lake Park
 Print Itemized Budgets

Rept:124 - Itemized Budget For Year 2023 Version 2
 PROPOSED FY2023 BUDGET CHANGES

G/L Account	Description	2021 Actual	2022 Budget	2022 YTD+Enc	2023 Budget	Notes
	TOTAL DEBT SERVICE	0.00	0.00	0.00	0.00	
110-55-552-520-82111	Grant - Business Development	59,062.86	50,000.00	82,869.00	387,223.00	
110-55-552-520-82118	Grants and Incentives	22,000.00	85,000.00	0.00	0.00	
110-55-552-520-91001	Transfer to General Fund	0.00	99,270.00	99,270.00	0.00	
110-55-552-520-91010	Transfer to Gen Fund - ILA 2008	168,866.04	168,780.00	168,780.00	168,690.00	
110-55-552-520-91030	Transfer to Gen Fund - ILA 2009	16,504.67	91,321.00	54,791.88	54,793.00	
110-55-552-520-39110	Indirect Cost Allocation	429,336.96	488,455.00	539,207.52	354,157.00	
	TOTAL OTHER EXPENSES	695,770.53	982,826.00	944,918.40	964,863.00	
	TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	
	TOTAL DEBT SERVICE	0.00	0.00	0.00	0.00	
	TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	

Exhibit "C"

Memo

To: Mayor & Commission
From: Thomas J. Baird, Town Attorney
Date: September 14, 2022
Subject: 754 Park Avenue, LLC Grant (Dedicated IT)
Cc: John D'Agostino, Town Manager

I have been informed by Lawrence W. Smith, Esquire, who represents 754 Park Avenue – Lake Park LLC that it purchased the property located at 754 Park Avenue from 754 Park Avenue, LLC (Dedicated IT). Attorney Smith, as the escrow agent advised me that \$400,000 was escrowed at the closing. The amount escrowed is consistent with the grant funds the Town has provided to 754 Park Avenue, LLC (754 Park Ave) pursuant to a Redevelopment Grant Agreement.

On August 31, 2022, I wrote to Messrs. Underhill and Steinhoff to inform them that 754 Park Avenue, LLC had materially breached the terms of the Redevelopment Grant Agreement and demanded that all payments pursuant to this agreement be returned. The basis for breach was two-fold: failure to provide quarterly reports and failure to complete construction in accordance with the Development Order. The closing with the \$400,000 escrowed occurred after my letter was delivered.

On behalf of 754 Park Avenue, LLC, Attorney Danielle Devito-Hurley has requested that her client be permitted to present to the commission "mitigating factors" and the status of the construction. She has advised me that the construction is expected to be completed in the next 4-6 months and is in the 60-70% completion range. As I noted in my letter to 754 Park Ave, the construction was to have been completed by May 2, 2021. Assuming the estimate of 4-6 months until completion is correct, the completion of the construction could be almost two years late. As part of this project, the Town was also assured that Dedicated IT would be bringing as many as 95 employees at greater than average income to the Town. The attorney for 754 Park Ave has requested that her clients be permitted to address the commission for purposes of requesting that some portion of the \$400,000 being held in escrow be returned to 754 Park Avenue, LLC.

I am requesting direction from the commission as to whether it wants me to (1) make demand that the entire \$400,000 placed in escrow be released to the Town by the Escrow Agent, or (2) consider 754 Park Avenue, LLC's request to present to the Commission why the entire amount in escrow should not be disbursed to the Town.

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E S T .
1 9 2 4

RESOLUTION NO. 106-12-17

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO SIGN A REDEVELOPMENT GRANT AGREEMENT WITH 754 PARK AVENUE LLC; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission of the Town of Lake Park has such powers and authority as provided for in the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Dedicated IT wishes to relocate its offices from West Palm Beach within the property being redeveloped by 754 Park Avenue LLC, located at 754 Park Avenue within the Town of Lake Park; and

WHEREAS, 754 Park Avenue LLC is seeking a Grant from the Town to be used to help offset its construction costs associated with the redevelopment of its property which will include the offices of Dedicated IT; and

WHEREAS, the Town has agreed to provide 754 Park Avenue LLC with a Grant in the amount of \$400,000 over a period of 5 years to help offset its construction costs; and

WHEREAS, the Town Commission hereby authorizes and directs the Mayor to execute the necessary documents to comply with this Resolution; and

NOW, THEREFORE, BE IT RESOLVED BY THE OF BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY:

Section 1. The foregoing recitals are incorporated herein as true and correct finding of the Town Commission.

Section 2. The Town Commission hereby directs and authorizes the Mayor to execute the Redevelopment Grant Agreement with 754 Park Avenue LLC, a copy of which is incorporated herein by reference.


Section 3. This Resolution shall become effective upon its execution.

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

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

The Town Commission thereupon declared the foregoing Resolution NO. 106-12-17 duly passed and adopted this 20 day of December, 2017.

TOWN OF LAKE PARK, FLORIDA


BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

REDEVELOPMENT GRANT AGREEMENT

THIS REDEVELOPMENT GRANT AGREEMENT ("Agreement") is made this 20 day of December 2017, by and between The Town of Lake Park ("Town"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and 754 PARK AVE, LLC ("754 LLC"), having an address at 754 Park Avenue, Lake Park, FL 33403.

RECITALS

WHEREAS, the Town of Lake Park, Florida has such powers and authority as have been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, 754 PARK AVE, LLC is seeking financial support from the Town in the amount of \$400,000.00 (Grant) to be used for the redevelopment of a commercial property in the Town's downtown business district located at 754 Park Avenue, Lake Park, FL 33403; and

WHEREAS, the Town has the authority to provide financial incentives to property owners proposing re-development within the Town, including its community redevelopment area; and

WHEREAS, the Town Manager recommends that the Town Commission provide a Grant to 754 LLC as an incentive to redevelop its property within the Town and the redevelopment area; and

WHEREAS, Town is willing to make the Grant available to 754 LLC on the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Grant Amount; Use of Proceeds.**

1.1 Grant. The Town agrees to provide 754 LLC with a Grant in the amount of \$400,000 with installments to be paid over a period not to exceed 5 years. At the Town Commission's discretion, any or all installment payments may be accelerated.

1.2 CRA Grant. At the Town Manager's discretion, he may elect to recommend, in his capacity as the Executive Director of the Town's Community Redevelopment Agency (CRA), to recommend that the CRA pay one or more Grant installments to 754 LLC. Should the Town Manager elect to make such a recommendation, he shall confirm that the CRA has budgeted sufficient funds in the CRA budget for the payment of any such installments of the Grant. Thereafter, as the CRA's Executive Director, he shall schedule a meeting of the CRA to take action on a

Resolution of the CRA to approve the payment of any Grant installment from the CRA's budgeted funds.

1.3 Grant Installment Payments: The Town shall pay the Grant to 754 LLC in installments of \$100,000 annually for three years, and, thereafter \$50,000 annually for the next two years. The first \$100,000 installment shall be paid by the Town on a reimbursement basis and upon the Town's receipt of paid invoices and canceled checks. In years two through five, the Town shall pay the installments to 754 LLC who shall direct these proceeds toward the principal reduction of the borrower's loan.

1.4 Use of Funds. The funds are intended to be used by 754 LLC to pay all or a portion of the **monthly payments**, 754 LLC may be obligated to pay pursuant to a loan made by Valley National Bank (the "Bank") to 754 LLC. The Loan from the Bank shall only be used for the re-development of the property having the street address of 754 Park Avenue, Lake Park, FL 33403.

1.5 Loan. The parties hereto recognize that 754 LLC is entering into a loan agreement with Valley National Bank, and that this Grant Agreement may be included as part of the documentation required by Valley National Bank.

1.6 Loan Documents: Prior to the execution of this Agreement between Town and 754 LLC, 754 LLC shall make available for inspection to the Town Attorney, all loan documents Valley National Bank requires 754 LLC to execute.

2. **Collateral.** 754 LLC shall not pledge as collateral or execute a guarantee which encumbers the proceeds from the Grant 754 LLC received from the Town.

3. **Default.** 754 LLC shall require that the loan documents it executes with Valley National Bank includes a provision that in the event of its failure to make the timely payment of any loan installment, or default, the Town may, **but is not obligated to assume the obligations of the payment of the loan.**

4. **Project Reporting.** 754 LLC shall provide the AIA reports to the Town or upon the Town's request, more frequent reports regarding the status of its redevelopment project. At a minimum, the reports shall include a discussion of the project's progress since the last report, including, but not limited to milestones reached, any setbacks and, if appropriate any change orders, or revised timetables.

5. **Representations and Warranties.** 754 LLC represents and warrants that as of the date hereof and as of each disbursement under the Grant the following representations and warranties are true and correct:

5.1 Organization; Legal Status. 754 LLC is a duly organized business entity, validly existing and in good standing under the laws of Florida, has full power and authority to carry on its business as now conducted or as proposed to be conducted and has obtained all business receipt taxes, licenses and/or permits necessary to conduct such business in the Town of Lake Park.

5.2 Power; Authorization; Enforceable Obligations. 754 LLC has full power, authority and legal right to execute, deliver and perform its obligations under this Agreement. 754 LLC has taken all necessary action to authorize the appropriate individual to execute this Agreement.

5.3 Site Plan. 754 LLC shall construct the project in accordance with Resolution 93-11-17, (the Development Order) approving a site plan for the project by the Town Commission. It shall be a material breach of this Agreement if the project is not constructed in accordance with the uses authorized by the Development Order and in accordance with the site plan approved therein. In the event the project is not constructed in accordance with the Development Order, the Town's shall not be obligated to make any additional installment payments of the grant and it may seek to recover any grant payments already made.

6. **Successors and Assigns.** This Agreement shall be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the successors and assigns of the Town. 754 LLC shall not have the right to assign its interests in this Agreement without the prior written consent of the Town.

7. **Amendment.** This Agreement cannot be changed or amended except by a written amendment executed by both parties.

8. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to choice of law rules. Venue shall be in the federal or state courts located in Palm Beach County, Florida.

9. **Counterparts.** This Agreement may be executed in duplicate counterparts which when construed together shall constitute a single instrument.

10. **Severability.** Any provision of this Agreement which is deemed by a court of competent jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

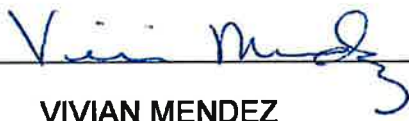
11. **Indemnification.** 754 LLC agrees to indemnify and save harmless the Town its elected or appointed officers, employees, agents, and consultants from and against any and all liability, expense, or damage of any kind or nature and from any suits or claims, including reasonable legal fees and expenses, on account of any matter, whether in suit or not, arising out of this Agreement.

12. **Attorney Fees.** In the event either party is required to enforce this Agreement, the prevailing party shall be entitled to the reimbursement of its attorney fees.

TOWN OF LAKE PARK, FLORIDA


By: 
Michael O'Rourke, Mayor

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No. 4

Agenda Title: Resolution Recognizing Florida City Government Week as October 17-23, 2022

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

Approved by Town Manager [Signature] Date: 9-21-22

Name/Title

Table with 3 columns: Originating Department (Special Events), Costs (Funding Source: Budget, Acct. # 600-52000), Attachments (Resolution, League of Cities' Notice), Advertised (Not Required), and notification status (Not applicable).

Summary Explanation/Background:

The Florida League of Cities recognizes the benefits provided by municipal governments to the citizens of the State of Florida by sponsoring the Florida City Government Week annually in October.

Recommended Motion:

I move to adopt the Resolution 69-10-22, 2022, recognizing Florida City Government Week as October 17-23, 2022.

RESOLUTION NO. 69-10-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RECOGNIZING CITY GOVERNMENT WEEK, OCTOBER 17-23, 2022 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, municipal government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, municipal government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, *Florida City Government Week* is a very important time to recognize the important role played by municipal government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, *Florida City Government Week* offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

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

Section 1. The foregoing recitals are adopted as true and correct findings of the Town Commission.

Section 2. That the Town of Lake Park does encourage all citizens, municipal government officials, and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Section 3. That the Town of Lake Park does encourage educational partnerships between municipal government and schools.

Section 4. That the Town of Lake Park does support and encourage all municipal governments to actively promote and sponsor *Florida City Government Week*.

Section 5. This Resolution shall take effect upon adoption.



During **Florida City Government Week**, held annually in October, cities across the state celebrate, showcase and engage citizens in the work of municipal government.

Florida City Government Week is a time for municipalities to provide and foster civic education, collaboration, volunteerism and more. All cities are encouraged to participate, and the Florida League of Cities is here to help you celebrate what makes your city great.

Visit the Florida City Government Week portal, FLCityWeek.com, for this year's dates.

Cities provide a higher level of service than most governments and generally receive higher approval ratings than other levels of government. Yet, many residents are unaware of how city services impact their lives. Through **Florida City Government Week**, the League hopes to bring awareness to city governments' role in enhancing the quality of life in communities.

Civic engagement activities can be held for citizens of all ages. Most are at no or low cost. Cities are encouraged to involve their local schools, civic clubs, organizations, businesses and media in planning **Florida City Government Week** activities that engage through:

- **Sharing:** Showcase facilities, municipal employee jobs, equipment, and fire, police or utility vehicles. Host city hall open houses, have a breakfast with the Mayor or bring students into the council chambers.
- **Service:** Coordinate community service and volunteering events in partnership with local organizations.
- **Talent:** Hold an essay, photography, multimedia, video or design showcase or contest.

This packet includes ideas and materials for celebrating **Florida City Government Week**, publicity tips and strategies, a sample press release and a sample resolution.

More information and resources, as well as a downloadable **Florida City Government Week** logo, are available at FLCityWeek.com. If you've never participated and would like additional ideas, check out the Resources Tab on the portal to view how cities across Florida celebrated last year.

Cities are encouraged to use social media to celebrate and promote their events using the hashtag **#FLCityWeek** and to share event reminders, updates and interesting facts via Twitter and Facebook.

When your event is over, please share photos and a summary of your activities with the Florida League of Cities using the submission form at FLCityWeek.com, so we can include them in Quality Cities magazine.

If you have any questions, contact Eryn Russell at 850.222.9684 or erussell@flcities.com.

Ordinance on First Reading

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No. 5

Agenda Title:

ORDINANCE NO. 13-2022

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REZONING A 1.24 ACRE PARCEL OF REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A" FROM "PUBLIC DISTRICT" TO "PARK AVENUE DOWNTOWN DISTRICT"; PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE IN SECTION 78-32 OF THE TOWN CODE TO INCLUDE THE REZONING OF THE 1.24 ACRE PARCEL AS PART OF THE OFFICIAL ZONING MAP AS PADD; PROVIDING FOR THE AMENDMENT OF CHAPTER 78, ARTICLE III, SECTION 78-70, TO ADD THE 1.24 ACRE PARCEL TO FIGURE 1 TO SHOW THE PARCEL AS BEING INCLUDED WITHIN THE EXPANDED PADD SUB-DISTRICT REGULATION PLAN AND IDENTIFYING THE PARCEL AS BEING WITHIN THE CORE SUB-DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- [] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
[] BOARD APPOINTMENT [] OLD BUSINESS
[X] PUBLIC HEARING - ORDINANCE ON 1st READING
[] NEW BUSINESS

Approved by Town Manager [Signature] Date: 9/23/2022

Nadia Di Tommaso / Community Development Director

Name/Title
Prepared by Karen Golonka, Planner

Table with 3 columns: Originating Department (Community Development), Costs (Legal Notice / Attorney Review Funding Source), Attachments (Staff Report, Ordinance, Legal Ad), Advertised (Date: 09/02/2022, Paper: Palm Beach Post), and notification status.

Summary

The proposed ordinance will rezone the Town owned 1.24 acre “train station parcel” from Public District to Park Avenue Downtown District (PADD). This will be consistent with the newly adopted future land use of Downtown and will enable greater flexibility in developing the parcel such as a public-private partnership and mixed use project.

The ordinance also amends the PADD zoning district regulating plan by adding the parcel to the Core Sub-district.



Planning and Zoning Board Recommendation

The Planning and Zoning Board held a public hearing on September 12 and unanimously voted to recommend approval to the Town Commission.

RECOMMENDED MOTION:

I MOVE APPROVAL ORDINANCE 13 -22 ON FIRST READING.

See staff report on following page for analysis

**TOWN OF LAKE PARK
TOWN COMMISSION
Public Hearing
Meeting Date: October 5, 2022**



STAFF REPORT

Ordinance 13-2022

Summary

Background

On September 21 the Town Commission adopted Ordinance 12-2022 which assigned the Downtown Future Land Use classification to the 1.24 "train station parcel.

Therefore, as the next step, this request it to **change the zoning from Public to Park Avenue Downtown District**, which is consistent with the Downtown future land use classification and will allow the parcel to be developed with the new PADD regulations recently adopted by the Town. In addition to a tri-rail station, the regulations allow for mixed used development. With the new emphasis on transit oriented development and various forms of mobility, the Town also desires the site to act as a transit hub connecting various types of micro-mobility options like electric scooters and bikes to buses.

The ordinance also amends the PADD zoning district, Section 78-70, Figure 1 PADD District Regulating Plan, by adding the parcel to the Core Sub-District.

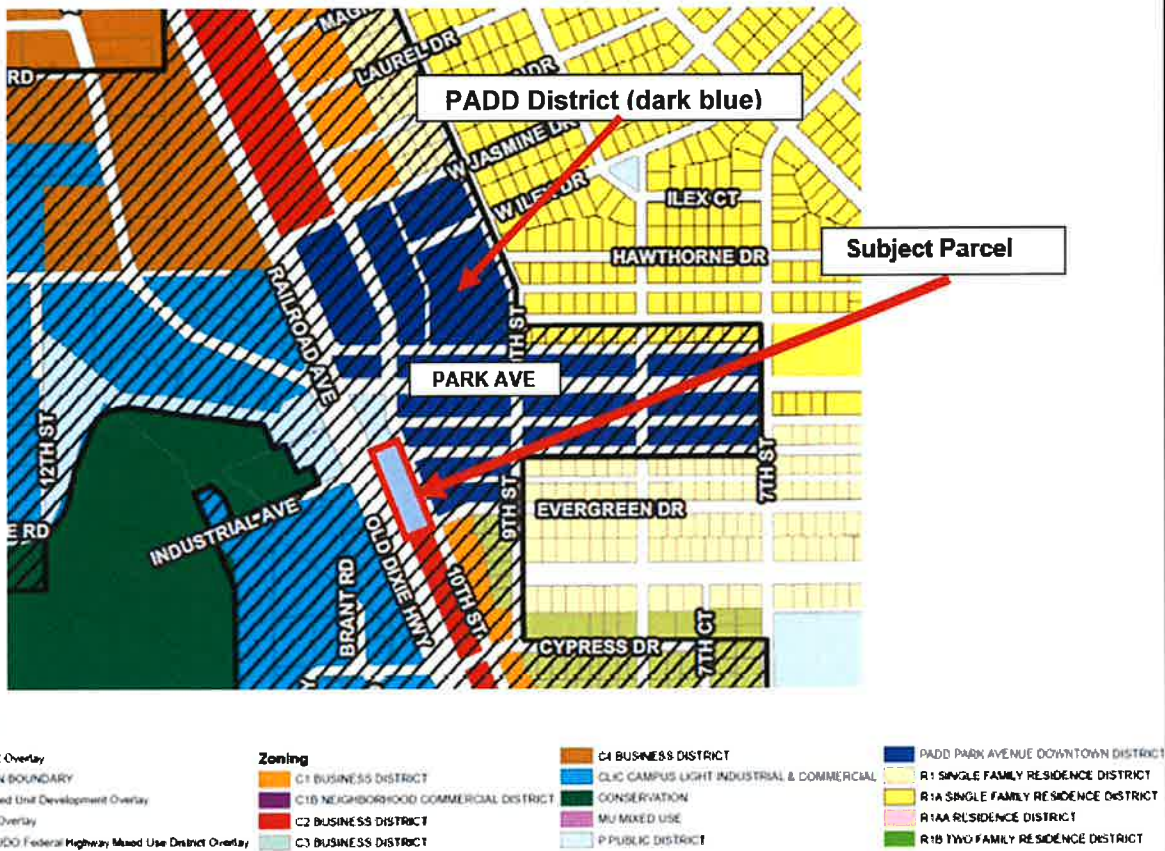
Proposed Rezoning

While the timeline for tri-rail expanding north has not been established nor any northern station locations officially approved by Tri-Rail, the recent double-tracking by Brightline is a critical initial step. The next action that must occur is an agreement between Tri-Rail and the FEC for Tri-Rail's use of the tracks, and then selection of tri-rail station locations. The Town desires to take a pro-active position by possibly moving forward with construction of a station and thus place itself in a position for Tri-Rail to select Lake Park as a location. Additionally, the site will serve as a transit hub for various forms of transit.

Importantly, the proposed rezoning will enable the Town to pursue a public –private partnership for development of the station and the possibility of incorporating a mixed use project on the site as well, which would not be possible under the current zoning.

As seen on the map below, the parcel is a natural extension of the PADD which abuts the site, across 10th St. on the east.

ZONING MAP



Adjacent Zoning Districts and Uses	
North	Public District (Palm Beach County Fire-Rescue Station)
South	C-2 Business District
East	PADD (Core District)
West	FEC RR

Proposed Text Amendment: Amendment to Chapter 78, Article III, Section 78-70

Park Avenue Downtown District, Figure 1

The rezoning also requires an amendment to the text of the PADD District so that the parcel may be included as part of the Core sub-district, which is the more intense of the two sub-districts. The proposed change to the regulating map within section 78-70 is shown on the map below.

Figure 1

Expanded PADD Sub-District Regulating Plan

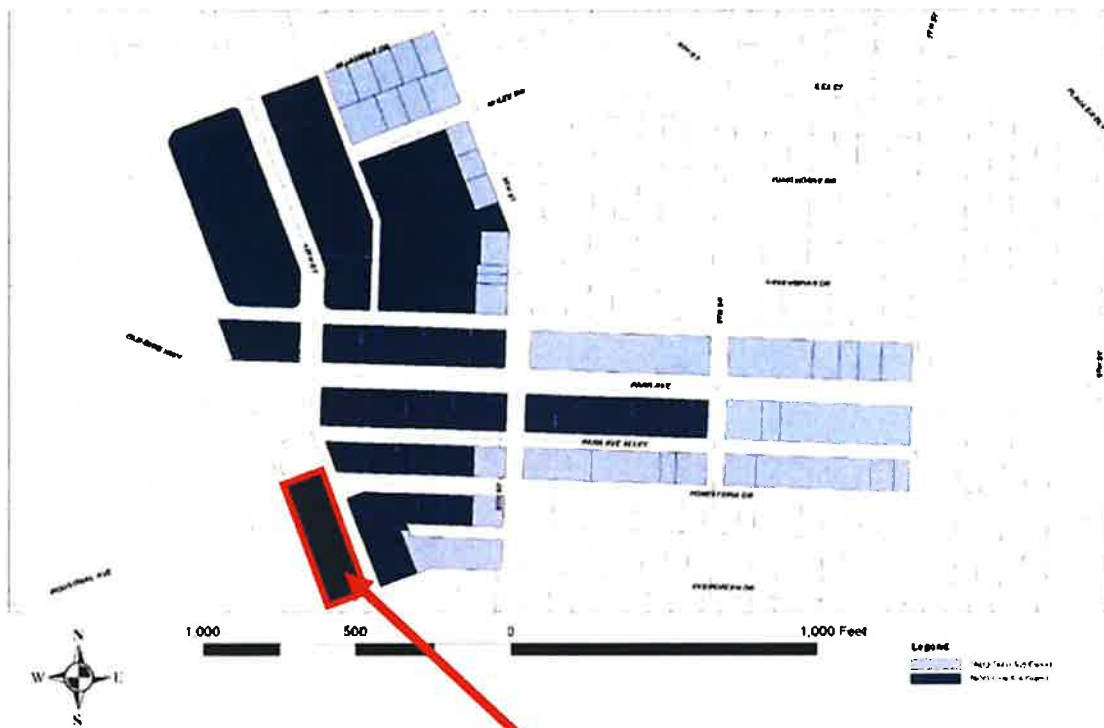


Figure 1 to be amended to place Subject Parcel in Core Sub-District.

Analysis /Conclusions:

Consistency with Comprehensive Plan The requested zoning change is consistent with the Comprehensive Plan and CRA Plan, and furthers their implementation.

Impacts on Surrounding Properties: The requested change is consistent with the existing zoning pattern as seen on the zoning map. As the site is primarily adjacent to the FEC railroad r-o-w and the PADD core, it is not anticipated to have a negative impact on the immediate surrounding properties. Single family neighborhoods are located approximately 500 – 600 feet east of the parcel.

At such time as a project is submitted for site plan reviewed, impacts will be reviewed and conditions recommended as appropriate for the actual use. Development of the site will require site plan approval, with Planning and Zoning Board review and Commission approval.

Impacts of Public Facilities: The impacts of any development will be reviewed at the time of site plan approval to insure that the development will not negatively impact public facilities such as streets, schools, utilities etc.

Legal Notice

Legal notice has been provided in accordance with section 78-182 (1)(c) of the Town Code as follows:

1. Notice to real property owners whose land the town will redesignate 30 days prior to Commission meeting. Town only property owner requiring notice
2. Legal ad. Notice of the hearing on the proposed ordinance was published in the Post on September 2.

Planning and Zoning Board Recommendation

The Planning and Zoning Board held a public hearing on September 12, 2022 and unanimously voted to recommend approval to the Town Commission.

RECOMMENDED MOTION:

I MOVE APPROVAL ORDINANCE 13-2022 ON FIRST READING.

ORDINANCE NO. 13-2022

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REZONING A 1.24 ACRE PARCEL OF REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A" FROM "PUBLIC DISTRICT" TO "PARK AVENUE DOWNTOWN DISTRICT"; PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE IN SECTION 78-32 OF THE TOWN CODE TO INCLUDE THE REZONING OF THE 1.24 ACRE PARCEL AS PART OF THE OFFICIAL ZONING MAP AS PADD; PROVIDING FOR THE AMENDMENT OF CHAPTER 78, ARTICLE III, SECTION 78-70, TO ADD THE 1.24 ACRE PARCEL TO FIGURE 1 TO SHOW THE PARCEL AS BEING INCLUDED WITHIN THE EXPANDED PADD SUB-DISTRICT REGULATION PLAN AND IDENTIFYING THE PARCEL AS BEING WITHIN THE CORE SUB-DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to Chapter 78 of the Town's Code of Ordinances (Code), the Town has adopted a Zoning Code which establishes zoning districts and an Official Zoning Map; and

WHEREAS, Code Section 78-182 (1) sets forth procedures for Town initiated rezoning of properties of less than 10 contiguous acres within the Town; and

WHEREAS the Town's Community Development Department staff initiated an amendment to the Official Zoning Map to rezone the properties that are legally described in the attached **Exhibit "A"** (the Properties), which is incorporated herein; and

WHEREAS, the Town will also amend Chapter 78, Article III, Section 78-70 entitled "Park Avenue Downtown District" by adding the 1.24 acre parcel to Figure 1 "expanded PADD sub-district regulation plan" with a core sub-district identification ; and

WHEREAS, the Town's Planning and Zoning Board conducted a public hearing and has provided a recommendation to the Commission on the proposed rezoning of the

Properties and related addition of the subject property to Figure 1 of Chapter 78, Article III, Section 78-70; and

WHEREAS, the Town Commission has determined that there are changed circumstances which warrant a rezoning of the Properties and related addition of the subject property to Figure 1 of Chapter 78, Article III, Section 78-70; and

WHEREAS, the Town Commission has conducted a duly noticed public hearing on the proposed rezoning of the Properties legally described herein.

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

Section 1. The whereas clauses are incorporated herein.

Section 2. The Town Commission hereby rezones the Properties legally described in "Exhibit A" from "Public District" to Park Avenue Downtown District and directs that the Town's Official Zoning Map be amended to reflect the rezoning of the Properties to PADD.

Section 3. Chapter 78, Article III, section 78-70 entitled "Park Avenue Downtown District" is hereby amended to add 1.24 acres as shown in Figure 1, and legally described in Exhibit "A" to the "Expanded PADD sub-district Regulation Plan" and identifying it as being within the core sub-district.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

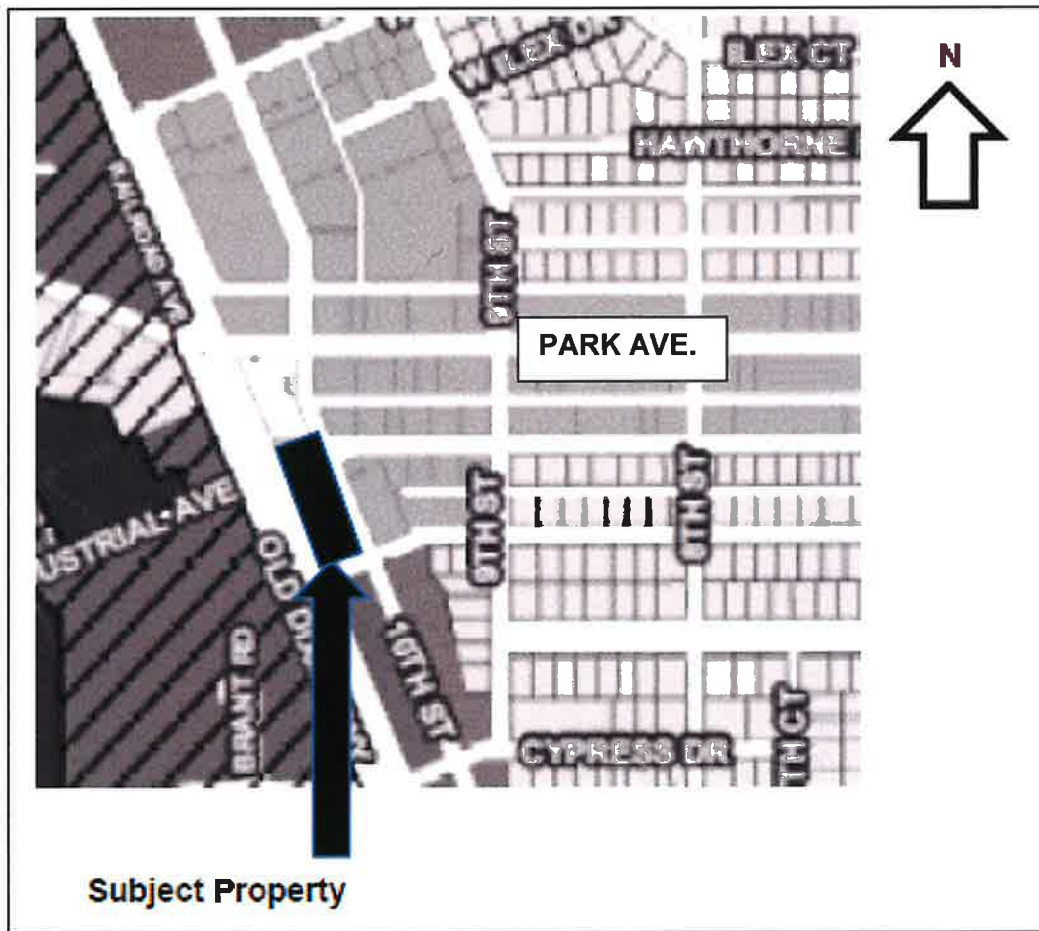
Section 6. Effective Date. This Ordinance shall take effect upon execution.

Exhibit A

Legal Description:

All of Block 46a (Less northerly 284.80 Ft), Plat of Kelsey City in Plat Book 8, Pages 15 To 18, 23, 27 & 34 To 37 inclusive.

Location Map



TOWN OF LAKE PARK: NOTICE OF PROPOSED ZONING CHANGE AND TEXT AMENDMENT

Please take Notice and be advised that the Town of Lake Park is considering the following:

- Rezoning of a 1.24 acre town-owned property generally located between the FEC RR and 10th St., approx. 325 ft. south of Park Avenue, from Public District to Park Avenue Downtown District (PADD). Property legally described as “block 46A less the northerly 284.80 ft., Kelsey City, PB 8, pages 15-18, 23,27, & 34-37” Parcel control number 36-43-42-20-01-126-0012
- Amending Town Code section 78-70 Park Avenue Downtown District ,”Figure 1- Expanded PADD Sub-District Regulating Plan” by adding the 1.24 acre parcel to Figure 1 with a Core-Sub-district designation.

ORDINANCE NO 13 - 2022

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REZONING A 1.24 ACRE PARCEL OF REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT “A” FROM “PUBLIC DISTRICT” TO “PARK AVENUE DOWNTOWN DISTRICT”; PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE IN SECTION 78-32 OF THE TOWN CODE TO INCLUDE THE REZONING OF THE 1.24 ACRE PARCEL AS PART OF THE OFFICIAL ZONING MAP AS PADD; PROVIDING FOR THE AMENDMENT OF CHAPTER 78, ARTICLE III, SECTION 78-70, TO ADD THE 1.24 ACRE PARCEL TO FIGURE 1 TO SHOW THE PARCEL AS BEING INCLUDED WITHIN THE EXPANDED PADD SUB-DISTRICT REGULATION PLAN AND IDENTIFYING THE PARCEL AS BEING WITHIN THE CORE SUB-DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

TWO PUBLIC HEARINGS WILL BE HELD AS FOLLOWS:

LAKE PARK PLANNING AND ZONING BOARD

Monday, September 12, 2022 (special call meeting), at 6:30 pm or as soon thereafter as the matter can be heard.

LAKE PARK TOWN COMMISSION – First Reading

Wednesday, Oct 5 2022 at 6:30 pm or as soon thereafter as the matter can be heard.

All Hearings will be held in the Town Commission Chambers, located in Town Hall, 535 Park Ave., Lake Park, FL 33403

BE ADVISED: ALL DATES ARE SUBJECT TO CHANGE. Please refer to the Town website and agendas for the most up to date items being presented or call 561-881-3320.

For additional information, or to review any documents related to the proposal described herein, please call the Community Development Department at 561-881-3320, ext. 325.

If a person decides to appeal any decision made by the Planning & Zoning Board or Town Commission with respect to the rezoning hearing, they 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. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, Town Clerk

PUB: Friday, September 2, 2022

Ordinance on Second Reading

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No. 6

Agenda Title

ORDINANCE NO. 11 - 2022

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT TO INCLUDE DATA AND ANALYSIS AND CERTAIN OBJECTIVES AND POLICIES WITHIN THE CAPITAL IMPROVEMENTS ELEMENT; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT TO INCLUDE DATA AND ANALYSIS ADDING A NEW POLICY 3.0, AND AMENDING CERTAIN OBJECTIVES AND POLICIES WITHIN THE TRANSPORTATION ELEMENT; PROVIDING FOR THE ADOPTION OF THE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

- [] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
[] BOARD APPOINTMENT [] OLD BUSINESS
[X] PUBLIC HEARING - SECOND READING, FOR ADOPTION
[] NEW BUSINESS
[] OTHER:

Approved by Town Manager [Signature] Date: 9/23/2022

Nadia Di Tommaso / Community Development Director
Name/Title

Table with 3 columns: Originating Department (Community Development), Costs (Legal Notice / Attorney Review), Attachments (Staff Report, Ordinance, Legal ad), Advertised (Date: Sep. 25, 2022), and Yes I have notified everyone (KJG).

Summary of Request:

A Public Hearing is scheduled before the Town Commission for the **ADOPTION of Ordinance 20-22 amending the Town’s adopted Comprehensive Plan. These are town-initiated amendments to the Transportation and Capital Improvement Elements, which will take the place of the previous amendments which were challenged by the County and thus did not become effective.** The Town has received a letter of “no comment” from the Department of Economic Opportunity, and thus the Commission may now adopt the amendments. No objections were received from other reviewing agencies, including Palm Beach County.

The revised proposed amendments (both the data and analysis and objectives and policies sections), focus on setting up a framework for the development of a Town Mobility Plan and a potential mobility fee, with no reference to repealing and replacing the current County impact fee or its transportation concurrency program. The Town’s mobility fee would be in lieu of the Town’s assessment of a local impact fee (which was never adopted).

Following a unanimous recommendation of approval from the Planning and Zoning Board sitting as the Local Planning Agency, the Commission approved the Ordinance on first reading on August 17. The proposed amendments and back up information were submitted to the Department of Economic Opportunity (DEO) and other required agencies on August 18 for review and comment as required by State Statute.

The amendments are contained in the attached Ordinance. Please refer to Staff Report for detailed information.

RECOMMENDED MOTION:

I MOVE TO ADOPT ORDINANCE 11-2022 ON SECOND READING AMENDING THE TRANSPORTATION AND CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN.

**TOWN COMMISSION
ADOPTION HEARING
Meeting Date: October 5, 2022**



STAFF REPORT

Ordinance # 11-2022

Summary

Background

In December 2021 the Town adopted initial text amendments to its Transportation and Capital Improvement Elements of the Comprehensive Plan.

The Planning and Zoning Board, sitting as the Local Planning Agency (LPA) reviewed the amendments in September 2021 and recommended approval to the Town Commission. The Town Commission adopted these plan amendments. The adopted plan amendments never became effective because Palm Beach County (the County) filed an administrative law Petition challenging the amendments and alleging that the amendments were not consistent with the County's Comprehensive Plan because the amendments contained certain text and policies which asserted that the establishment of adoption of a Mobility Plan and Fee would repeal and replace the County's transportation concurrency program within the town, as well as proportionate share and impact fees collected in the town

Proposed New Amendments

In order to move forward, the Town attorney prepared new plan amendments that would address the County objections and provide for the Town to adopt a mobility plan. The former amendments were repealed by the Town Commission on August 17.

Following a unanimous recommendation of approval from the Planning and Zoning Board sitting as the Local Planning Agency, the Commission approved the new Ordinance 11-202 on first reading on August 17. The proposed amendments and back up information were submitted to the Department of Economic Opportunity (DEO) and other required agencies on August 18 for review and comment as required by State Statute.

The revised proposed amendments (both the data and analysis and objectives and policies sections), focus on setting up a framework for the development of a Town Mobility Plan and a potential mobility fee, with no reference to repealing and replacing the current County impact fee or its transportation concurrency program. The Town's mobility fee would be in lieu of the Town's assessment of a local impact fee (which was never adopted).

The Town is experiencing new growth and redevelopment in several areas of the town. The Mobility Plan, and if adopted, a mobility fee would allow the Town to mitigate the impact of new growth and redevelopment on the Town's transportation network by establishing a multimodal transportation system that encourages people to use alternative forms of transportation. This could include walking, bicycling or riding micromobility devices such as electric bikes and electric scooters. The existing infrastructure would need to be improved or modified to accommodate these uses, and the mobility fee would provide the major source of funding.

The Town has established a local transportation concurrency program and as part of this program has adopted Level of Service (LOS) C for its local roads and those road segments of County roads for which the town is responsible. The Town has not adopted a road impact fee. The Town's consultants as part of their ongoing mobility study are recommending that the Town consider adopting a mobility fee, based upon an adopted Mobility Plan which would replace the town's local concurrency program and be assessed in lieu of a local impact fee. The consultants are also recommending as part of the ongoing mobility study that the Town consider an areawide LOS for roads and Multimodal Quality of Service, if possible.

The proposed amendments follow the report. Proposed new text is shown underlined, existing Comprehensive Plan text being deleted has ~~strike-thrus~~, and exiting text that is remaining will show as it is.

Agency Review and Legal Notice Requirements

The Town has received correspondence from the Department of Economic Opportunity, stating the Department has no comment on the Amendments. ((Attachment 1, on following page) No objections were received from other reviewing agencies, including Palm Beach County. Therefore the Town may proceed with final adoption.

While Palm Beach County did not object to the revised amendments, they did send a letter to the Town in August to reiterate their position of opposition to any future Town ordinance that would repeal the County road impact fees. (Attachment 2)

Legal notice requirements have been met, as the Town published a display ad in the September 25, 2022 edition of the Palm Beach Post.

RECOMMENDED MOTION:

I MOVE TO ADOPT ORDINANCE 11-2022 ON SECOND READING AMENDING THE TRANSPORTATION AND CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN.

ATTACHMENT 1

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

September 16, 2022

The Honorable Michael O'Rourke
Mayor, Town of Lake Park
Town Hall
535 Park Avenue
Lake Park, Florida 33403

Dear Mayor O'Rourke:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the Town of Lake Park (Amendment No. 22-01ESR) received on August 18, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The Town should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the Town is reminded that:

- **Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the Town. If the Town receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, must be held within 180 days of your receipt of agency comments or the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.**
- **The adopted amendment must be rendered to the Department. Under Section 163.3184(3)(c)2. and 4., F.S., the amendment effective date is 31 days after the Department notifies the Town that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.**

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32309
(850) 245-7105 | www.FloridaJobs.org | www.Twitter.com/FLDEO | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

The Honorable Michael O'Rourke
September 16, 2022
Page 2 of 2

If you have any questions concerning this review, please contact Matthew Preston, Planning Analyst, by telephone at (850) 717-8490 or by email at matt.preston@deo.myflorida.com.

Sincerely,



Kelly D. Corvin, Regional Planning Administrator
Bureau of Community Planning and Growth

KDC/mp

Enclosure(s): Procedures for Adoption

cc: Nadia Di Tommaso, Community Development Director, Town of Lake Park
Thomas Lanahan, Executive Director, Treasure Coast Regional Planning Council

ATTACHMENT 2



County Administration
P.O. Box 1989
West Palm Beach, FL 33402-1989
(561) 356-2040
FAX: (561) 355-3982
www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Marla Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



printed on sustainable
and recycled paper

August 15, 2022

Mr. John O. D'Agostino
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

**RE: Comments – LKP-16 - LPA – August 8, 2021; Town
Commission Transmittal – August 17, 2022**

Dear Mr. D'Agostino:

County staff has reviewed the Town of Lake Park's (Town) proposed Comprehensive Plan Amendments referenced above. These amendments were included on the agenda for the August 8, 2022 Planning and Zoning Board, and will be on the August 17, 2022 Town Commission Transmittal Hearings.

Our concern is that, while the amendments referenced above may be just vague or permissive enough to avoid direct conflict with the County's Comprehensive Plan, they create the framework for the potential future establishment of a mobility fee that could be adopted with the intent to replace or nullify the County's traffic concurrency, proportionate share, and road impact fee systems on County facilities within the Town. Under Florida law, the County Charter and Articles 12 and 13 of the Unified Land Development Code, the County maintains authority to provide transportation infrastructure on a countywide basis. Therefore, a close ongoing coordination between the Town and the County, must take place to develop a mobility plan and fee that does not replace but rather supplements the County's systems. Such coordination is required as the Traffic Performance Standards and Impact Fee Regulations apply in all cities pursuant to Palm Beach County's Charter, including the Town of Lake Park.

The County also wishes to make clear that in the event the Lake Park Commission adopts any ordinances that seek to repeal or replace the County's traffic concurrency, proportionate share, or road impact fees with respect to the major roadways, the County will oppose such measures and avail itself of all legal remedies at its disposal. That being said, the County supports efforts to provide multi-modal transportation network options for the mutual interest of both parties as well as the

Mr. John O. D'Agostino, Town Manager
Town of Lake Park
Page 2

residents of and visitors to the County. A close ongoing coordination between the Town and the County must take place to develop a mobility plan and fee that supplement the County's traffic concurrency, proportionate share, and road impact fee systems to best serve all of Palm Beach County's residents and visitors. We look forward to meeting with your team to discuss potential mechanisms through which transportation impacts can be addressed.

Please let me know if you have any questions or need more information regarding this important matter.

Sincerely,



Patrick Rutter
Assistant County Administrator

c: PBC Board of County Commissioners
Verdenia C Baker, County Administrator
Lake Park Town Commission Members
Patrick Rutter, Assistant County Administrator
Todd Boniarron, Assistant County Administrator
Ramsay Bulkeley, PZB Executive Director
David Ottey, County Attorney
Scott Stone, Assistant County Attorney

Anelli Cure, Assistant County Attorney
Scott Holtz, Assistant County Attorney
David Ricks, County Engineer
Kevin Fischer, Director Planning Division
Motasem Al-Turk, Director Traffic Division
Khurshid Mohtyuddin, Planning Division
Nadia DiTommaso, Lake Park Comm. Dev. Director

ORDINANCE NO. 11-2022

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT TO INCLUDE DATA AND ANALYSIS AND CERTAIN OBJECTIVES AND POLICIES WITHIN THE CAPITAL IMPROVEMENTS ELEMENT; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT TO INCLUDE DATA AND ANALYSIS ADDING A NEW POLICY 3.0, AND AMENDING CERTAIN OBJECTIVES AND POLICIES WITHIN THE TRANSPORTATION ELEMENT; PROVIDING FOR THE ADOPTION OF THE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Lake Park, Florida (Town) has adopted a Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes, previously known as the “Local Government Comprehensive Planning and Land Development Regulation Act” and now known as the “Community Planning Act” (the Act); and

WHEREAS, the former Department of Community Affairs, now known as the Department of Economic Opportunity, has previously determined that the Town’s Comprehensive Plan was “in compliance” with the Act; and

WHEREAS, the Town’s Planning and Zoning Board sitting as the Local Planning Agency (LPA) has conducted a public hearing as required by §163.3174(4)(a), *Fla. Stat.*, and has recommended that the Commission amend the Town’s Comprehensive Plan as set forth herein; and

WHEREAS, the Commission has conducted a public hearing to consider the LPA’s recommendations regarding the proposed amendments to the Transportation and Capital

Improvements Elements; and

WHEREAS, the Commission has determined that the adoption of the proposed amendments would be in compliance with the Act; and

WHEREAS, pursuant to § 163.3184(11), *Fla. Stat.*, the Commission has conducted a public hearing and considered public comments regarding the Amendments and has voted to transmit the Amendments to the Florida Department of Economic Opportunity, appropriate reviewing agencies, and any other local government or governmental agency that has made a written request of the Town pertaining to the Amendments; and

WHEREAS no objections or required changes were received from the Department of Economic Opportunity or any other reviewing agency,

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

Section 1: The whereas clauses are hereby incorporated as the legislative findings of the Town Commission.

Section 2. The Capital Improvements Element of the Comprehensive Plan is hereby amended as set forth in **Appendix A**, attached hereto and made a part of this ordinance.

Section 3. The Transportation Element of the Comprehensive Plan is hereby amended as set forth in **Appendix B**, attached hereto and made a part of this ordinance.

Section 4. Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent

jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 5. Effective Date. The amendments to the Comprehensive Plan contained within this Ordinance shall become effective in accordance with the provisions of § 163.3184(3)(c)4., Fla. Stat.

Upon First Reading this 17 day of August, 2022, the foregoing Ordinance was offered by Vice-Mayor Glas-Castro who moved its approval. The motion was seconded by Commissioner Linden and being put to a vote, the result was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	_____
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	_____
COMMISSIONER JOHN LINDEN	<u>/</u>	_____
COMMISSIONER ROGER MICHAUD	<u>/</u>	_____
COMMISSIONER MARY BETH TAYLOR	<u>/</u>	_____

PUBLISHED IN THE PALM BEACH POST THIS ___ DAY OF _____, 2022

Upon Second Reading this _____ day of _____, 2022, the foregoing Ordinance, was offered by _____, who moved its adoption. The motion was seconded by _____, and being put to a vote, the result was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	_____	_____
VICE-MAYOR KIMBERLY GLAS-CASTRO	_____	_____
COMMISSIONER JOHN LINDEN	_____	_____
COMMISSIONER ROGER MICHAUD	_____	_____
COMMISSIONER MARY BETH TAYLOR	_____	_____


The Mayor thereupon declared **Ordinance No.** 11-2022 duly passed and adopted this _____ day of _____, 2022.

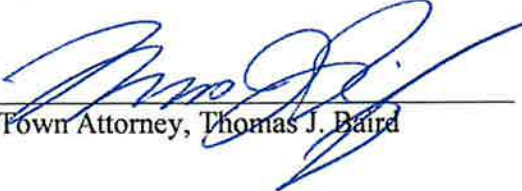
TOWN OF LAKE PARK, FLORIDA

BY: 
Mayor, Michael O'Rourke

ATTEST:

Approved as to form and legal sufficiency:


Town Clerk, Vivian Mendez
(SEAL)


Town Attorney, Thomas J. Baird

FLORIDA

Exhibit A

Capital Improvements Element

Data and Analysis

11.2.1.2 Revenue Sources Available to the Town.

Impact Fees: Pursuant to § 163.31801(2), Fla. Stat., the Town may enact an impact fee pursuant to its home rule powers, provided it meets the intent of, and satisfies all of the conditions of § 163.31801(3), Fla. Stat.. Impact fees must be proportional and reasonably connected to, or have a rational nexus with the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

Mobility Fees. Pursuant to § 163.3180(5), Fla. Stat., these fees may be charged as an alternative mobility funding system to compliment transportation concurrency in the Town. Mobility fees are charged in advance of development or redevelopment and are intended to pay for multimodal transportation facilities. The fees are paid by the developers of new development or redevelopment projects.

11.3.1 Local Policies and Practices

Level of Service Standards. Level of service (LOS) standards are indicators of the extent or degree of service provided by, or proposed to be provided by a facility based upon and related to the operational characteristics of the facility. LOS indicates the capacity per unit of demand of a particular public facility. They are, in short, a summary of existing or desired public facility conditions. Chapter 163, Florida Statutes, and Chapter 9J-5, Florida Administrative Code, now require LOS standards to be included for public facilities addressed by local governments in their comprehensive plans. Specifically, these LOS standards will be established for the purpose of issuing development orders or permits to ensure that adequate facility capacity will be maintained and provided for future development.

LOS standards can also effect the timing and location of development by encouraging development in areas where facilities may have excess capacity. On the other hand, development will not be permitted unless needed facilities and services are provided. Such provision and development may occur in a phased sequence over time.

Mobility Plan. Pursuant to 163.3180(5)(f), Fla. Stat., the Florida Legislature has encouraged local governments to develop tools and techniques to compliment the application of transportation concurrency. The tools and techniques encouraged by the Florida Legislature are set forth in § 163.3180 (5)(f) 1-6. Mobility planning was intended

by the Florida Legislature to be complimentary to concurrency and impact fees and to facilitate new mixed-use development or redevelopment within certain districts or areas, multimodal transportation districts, or for affordable or workforce housing.

The Town does not levy an impact fee, but as an alternative has elected to prepare a Mobility Plan, which may set forth the basis for a mobility fee. Given the Florida Legislature's encouragement of local governments to develop mobility plans to compliment transportation concurrency systems, the development a mobility fee may provide the Town with a new revenue source to balance infrastructure costs resulting from new development and redevelopment in certain areas of the Town where mixed use has been directed by the Future Land Use Element, and Land Development Regulations implementing mixed use development or redevelopment.

In 1989, the Town, as part of its local concurrency management program adopted Level of Service (LOS) C for the collector, arterial and local roads within the Town. The Town anticipates that development from the Town's adjacent local governments, along with redevelopment and urban infill development in the Town may impact the Town's existing transportation system. As part of a Mobility Plan, the Town is evaluating whether the establishment of an areawide LOS for roads is possible.

The Town's mobility plan may recommend the implementation of a street quality of service (QOS) standard based on posted speeds may be appropriate for use in the design of roads and multimodal improvements. As part of the mobility plan, an evaluation of whether multimodal QOS standards for people walking, bicycling, riding transit and driving on streets is appropriate.

Goal, Objectives and Policies

Policy 1.10:

The Town shall adopt a mobility plan that identifies multimodal capital improvements over the next 10 to 25 years. These improvements will be prioritized by the Town Commission for funding as part of the annual Capital Improvements Program. The Town shall periodically evaluate the mobility plan and update the plan at least once every five years.

Objective 3.

At such time that a mobility plan becomes effective, future development or redevelopment will be required to mitigate its impacts to local roads and areawide roads serving the town and other local governments. Where appropriate, the Town may enter into interlocal agreements to address mobility planning for roads serving the town and other local governments. Future development may also be required to make site related access and multimodal improvements through requirements and standards adopted through a multimodal site access assessment, or its functional equivalent.

Policy 3.1:

If a Mobility Plan establishes the basis for a mobility fee, and one is adopted, the Town may require developers to pay the fee to fund multimodal improvements identified in the Mobility Plan.

Policy 4.4:

Efforts shall be made to secure grants, private funds, and federal and state funds through the TPA and leverage mobility fees, if adopted, whenever possible to finance the provision of capital improvements. In accordance with Policy 1.6 of this element, a review of grants or private funds shall be conducted to identify funding sources.

Exhibit B

Transportation Element

4.5.6 Mobility Plan Data and Analysis

Mobility Plan

As part of the Growth Management Act of 1985, as amended local governments were required to adopt Transportation Elements that detail goals, objectives and policies for transportation systems including the establishment of Level of Service (LOS) standards and transportation concurrency. In 1989, the Town adopted LOS C for the local, arterial and collector roads. Pursuant to the Palm Beach County Charter, the County has established level of service standards and concurrency for its arterial and collector roads.

The Town's Transportation Element provides an inventory of Lake Park's roadways including arterial, collector and local facilities. U.S. Highway 1 and Northlake Boulevard are state urban principal arterials. The Florida Department of Transportation (FDOT) is responsible for the maintenance of these roads. Roadway Segments of 10th Street, Old Dixie Highway and Park Avenue are classified as County urban arterials. The Town and the County share maintenance responsibility for their respective segments of these roads. Silver Beach Road is classified as a County urban collector. The County has the responsibility for maintaining Silver Beach Road. Portions of 10th Street, Prosperity Farms Road, Park Avenue and Old Dixie Highway are local roads within the Town. The Town and County share maintenance responsibilities for these roads. All of the other local roads in the Town are maintained by the Town.

Over time the Town amended its Future Land Use Element and adopted new land development regulations (LDRs) to facilitate redevelopment in key areas within the community. These redevelopment areas are supported by the following roads: U.S. 1, portions of Park Avenue, 10th Street, Old Dixie Highway, and Northlake Boulevard. These policies and regulations have focused on the provision of increased densities and intensities, mixed use development, and multimodal transportation systems. Given the nature of the redevelopment and the introduction of multimodal transportation opportunities it is appropriate for the Town to develop a Mobility Plan with a focus on the movement of people through a range of transportation options rather than just vehicles.

The development of a Mobility Plan will address a planning period over the next 10 to 25 years. The Mobility Plan should identify multimodal programs consisting of facility improvements, programs, operations and services to encourage people to bicycle, walk, and use transit, as available. Where appropriate, the Town will coordinate the implementation of its Mobility Plan, including Quality Service Standards (QSS) with adjacent local governments.

In 2011, as part of the Community Planning Act, (which substantially replaced the Growth Management Act of 1985) the Florida Legislature encouraged¹ local governments that apply transportation concurrency to develop policy guidelines and techniques to address potential negative impacts on future development, or redevelopment. In particular, the Florida Legislature encouraged local governments to develop tools and techniques to complement the application of transportation concurrency such as:

1. Adoption of long-term strategies to facilitate development patterns that support multimodal solutions, including urban design, and appropriate land use mixes, including density and intensity.
2. Adoption of an area wide level of service not dependent on any single road segment function.
3. Exempting or discounting impacts of locally desired development, such as development in urban areas, redevelopment, job creation, and mixed use on the transportation system.
4. Assigning secondary priority to vehicle mobility and primary priority to ensuring a safe, comfortable and attractive pedestrian environment, with convenient interconnection to transit.
5. Establishing multimodal level of service standards that rely primarily on nonvehicular modes of transportation where existing or planned community design will provide adequate level of mobility.
6. Reducing impact or local access² fees to promoted development within urban areas, multimodal transportation districts, and a balance of mixed-use development in certain areas or districts, or for affordable or workforce housing.

Mobility Fee

The Town is developing a Mobility Plan which anticipates that a Mobility Fee may be adopted to implement the improvements identified in the Mobility Plan to enhance transportation options and address the potential negative impacts of the redevelopment. If the Town implements a Mobility Fee to fund projects identified in a Mobility Plan, the Town should coordinate the expenditure of revenues derived from these fees with other local governments so that areawide improvements can be achieved consistent with the Town's Mobility Plan. If implemented, the Town's Mobility Fees, together with any revenues contributed by other local governments can be used to fund multimodal programs, such as bike lanes, complete streets with streetscape and landscape enhancements, sidewalks, slow streets, and transit circulators, identified in the Mobility Plan. If a Mobility Fee is adopted, the Town should coordinate any identified areawide improvements with adjacent local governments, in particular, the County and set aside a pro-rata share of any Mobility Fees it collects together with any financial contributions from the County toward the funding the design and or construction of improvements affecting County roads which are identified in the Mobility Plan.

¹ See § 163.3180 (5)(e) and (f)

² The Town has not adopted an impact or local access fee. The County has an impact fee that it applies countywide to new development.

4.6 GOAL, OBJECTIVES AND POLICIES

4.6.1 Town Goal Statement

A safe, connected, convenient, and efficient multimodal motorized and non-motorized transportation system shall be available to that emphasizes the movement of people and goods in a sustainable manner and minimizes environmental and neighborhood impact to benefit all residents, businesses, and visitors to the Town.

4.6.2 Objective and Policies

Objective 1:

The Town shall coordinate as appropriate with, the appropriate agencies, adjacent municipalities, the Florida Department of Transportation (FDOT), Palm Beach County, and the Palm Beach County Transportation Planning Agency (TPA), Palm Tran, the Treasure Coast Regional Planning Council (TCRPC), Tri-Rail, and private transportation mobility entities, such as Brightline, Metropolitan Planning Organization, to implement projects to address roadway deficiencies and address current and projected multi-modal multimodal transportation needs through whatever modes of transportation the Town deems appropriate.

Policy 1.6:

The Town shall establish multimodal quality of service standards for people walking, bicycling, and riding transit.

Policy 1.7

The Town shall establish multimodal quality of service standards for its streets, based on posted speed, to replace segment- based road level of service standards.

Policy 1.8

The Town shall utilize the areawide road level of service and multimodal quality of service standards as performance measures to evaluate the addition of multimodal facilities and changes in service standards over time.

Objective 2:

The Town shall develop a Mobility Plan which emphasizes the movement of people via a multimodal transportation system that provides safe and convenient improvements, services, and programs for people walking, bicycling, riding or using micro mobility devices and micro transit vehicles, using shared mobility services and programs, and driving motor vehicles. Ensure the provision of a full range of multimodal transportation options, including pedestrianism, bicycles, automobiles, and transit for existing and future residents, businesses and visitors.

The Town shall continue to coordinate with the Palm Beach County Metropolitan Planning Organization (MPO) to ensure that innovative ideas regarding transportation planning in Lake Park are forwarded.

Policy 2.1:

The Town shall adopt a Mobility Plan that addresses impacts to Town, County, and State of Florida transportation facilities within and adjacent to the Town. The multimodal improvements identified in the Mobility Plan shall be based on future person travel demand and multimodal projects necessary to meet that demand as required by the needs requirement of the dual rational nexus test. The horizon year for the Mobility Plan shall be either consistent with the Town's Comprehensive Plan or the most recently adopted Palm Beach County TPA Long Range Transportation Plan (LRTP). The Mobility Plan may identify improvements that may be used in the calculation of a Mobility Fee, which may be wholly or partially attributable to new development, or redevelopment.

Policy 2.2:

The Mobility Plan and the Future Land Use Element may include policies related to mixed-use development, mobility districts, multimodal oriented developments, and transit-oriented development. The Mobility Plan or updated land development regulations may include provisions that identify mobility hubs, curbside management and dynamic parking management strategies for mixed-use, multimodal, and transit-oriented development to facilitate the creation of park-ounce environments that reduce the need for motor vehicle trips.

The Town shall encourage mixed-use development and/or Transit Oriented Development in appropriate locations in order to reduce the need for vehicular trips.

Policy 2.3:

The types of improvements included in the Mobility Plan shall be consistent with multimodal quality of service standards established therein. At a minimum, the Mobility Plan shall include the identification of improvements for people walking, such as sidewalks and pathways, bicycling, such as bike lanes or bike trails, people riding micro

transit and transit vehicles, such as multimodal lanes, slow speed (15 MPH) lanes, and dedicated lanes, and for people driving, such as upgraded intersections and wider roads, and low speed and shared curb less streets.

Policy 2.4:

The Town shall evaluate opportunities to reimagine the function of rights-of-way in and through the Town and whether spaces can be repurposed within these existing rights-of-way to provide more opportunities for people bicycling, walking, and using micro transit vehicles, and shared mobility services, so as to create safer space for all users by slowing down the speed of motor vehicles and potentially relocating parking to areas that create a park-once environment.

Policy 2.5:

The Town shall evaluate developing complete street policies identified in the Mobility Plan into it's land development regulations. These land development regulations would address the anticipated users of roads, including pedestrians, bicyclists, transit, motorists. The land development regulations shall evaluate appropriate designs of roadway cross-sections based upon mobility and accessibility needs.

Policy 2.6:

The Mobility Plan shall include provisions related to climate change and include elements that reduce vehicular trips, vehicular miles of travel and greenhouse gas emissions. The Mobility Plan shall also incorporate provisions for reduced heat island effects and improve air quality through trees and landscaping and to reduce stormwater run-off and water quality through the integration of low impact development techniques, bio-swales, rain gardens and other green techniques that can be incorporated into the planning, design and construction of transportation improvements.

Objective 3:

The Mobility Plan may evaluate the adoption of a Mobility Fee to mitigate the travel demand of persons in and through the Town attributable to future development and redevelopment on the Town, County, and state of Florida roads identified in this Element.

~~The provision of motorized and non-motorized vehicle parking and the provision of bicycle and pedestrian ways will be regulated.~~ **(Moved to Policy 8.3, under Objective 8)**

Policy 3.1:

If adopted, a Mobility Fee shall be used to implement the travel demand within and through the Town as set forth in a Mobility Plan.

~~The Town shall seek opportunities to expand multi-modal transportation access to its roadway system and existing and proposed developments and uses. (Moved to Objective 8 and Incorporated into new Policy 8.5)~~

Policy 3.2:

~~The Town shall review all proposed development for its accommodation of bicycle and pedestrian traffic needs. (Incorporated into new Policy 8.6)~~

Policy 3.3:

The Town shall encourage adjacent local governments, including the County to enter into Interlocal Agreements related to mobility, whereby these local governments agree to expend revenues they collect on multi-modal improvements to shared roadways, and in particular those County owned or maintained road segments as identified in this Element. If a Mobility Fee is implemented, the Town shall set aside a pro-rata share of Mobility Fees collected to mitigate transportation impacts to County owned or maintained road segments, for those improvements identified in the Mobility Plan. The Town shall seek to coordinate improvements to County owned or maintained road segments with the County's expenditure of any impact fees collected from new development or redevelopment in the Town to insure that there is a rational nexus maintained between the fees collected and the improvements made.

Objective 4:

The Town multimodal transportation system shall emphasize and prioritize making streets safer and aesthetically pleasing for all users of the transportation system. safety and aesthetics.

Policy 4.1:

The Palm Beach County Sheriff's Department shall be responsible for the preparation of annual accident frequency reports for all collector and arterial roads.

Policy 4.2:

The Town shall coordinate with the appropriate agencies and adjacent local governments, including the County to implement improvements at the dangerous points as identified in the accident analysis of this element.

Policy 4.3:

As part of a Mobility Plan, the Town may develop and implement conditions in development orders to insure safer streets for all users.

Objective 5:

Traffic circulation planning shall ~~will~~ be coordinated with the future land uses shown on the Future Land Map of this plan, and the roadway and transportation improvement plans of the State, County, Palm Beach County TPA MPO, ~~adjacent neighboring municipalities,~~ Palm Tran, Tri-Rail, Brightline, and other transportation mobility providers. ~~and jurisdictions.~~

Policy 5.1:

As part of the annual budgeting and Capital Improvements Element update the Town shall review the compatibility of this Element with the roadway and transportation improvement plans of the State, County and TPA MPO.

Policy 5.2:

The Town shall review the transportation plans and programs of other jurisdictions that operate transportation facilities within or proximate to its boundaries, including neighboring municipalities jurisdictions, to ensure consistency with this Element.

Objective 8:

Continue to insure adequate multimodal traffic circulation and multimodal access to new developments and redevelopment.

Policy 8.1:

The Town shall strictly enforce land development regulations during the plan review and implementation process.

Policy 8.2:

At the time of redevelopment and though cross-access and shared access agreements, the Town shall discourage excessive curb cuts including the control of connections and access points of driveways and roads to roadways on arterial and major collector streets within the confines of the Town's roadway network.

Policy 8.3:

The Town shall adopt land development regulations, or conditions to development orders that provide for parking of motorized and non-motorized vehicles, and for bicycle and pedestrian access and ways, and access to transit.

Policy 8.4:

As part of a Mobility Plan, parking plan, or amendment to its land development regulations, the Town shall encourage park-once environments within its downtown community redevelopment area including any future rail station site identified in the Town's Comprehensive Plan.

Policy 8.5:

The Town should consider amendments to land development regulations or conditions to development orders that decouple parking from development or offer parking reductions through the private provision of mobility hubs and curb management.

Policy 8.6

The Town shall seek opportunities to expand multimodal transportation access connections to its multimodal transportation system and cross-access between existing and proposed developments and uses. The Town shall amend its land development regulations to require multimodal access and cross-access connections. **(Moved, and amended, from Policy 3.1)**

Objective 9:

The Town shall encourage private and public micro transit and transit systems to provide mobility options to residents, businesses, and visitors. ~~adequate public transportation systems.~~

Policy 9.1:

The Town continues to support an improved intra-county ~~public-transit~~ transportation system.

Policy 9.2:

The Town supports the concept for the development of a regional ~~transit public transportation system.~~

Policy 9.3:

The Town shall evaluate opportunities to partner with private mobility entities for the provision of individual micro transit systems and shared mobility services to enhance multimodal access and mobility and to provide first and last miles connectivity to transit systems.

Policy 9.4:

The Town shall evaluate allowing the use of micro transit vehicles, such as golf carts and neighborhood electric vehicles, by residents, businesses, visitors, and private operators.

Policy 9.5:

The Town shall actively pursue a train station adjacent to downtown for future passenger rail service.

Objective 10:

~~To~~ ~~Coordinate~~ transportation planning and the implementation of multimodal connectivity with the ~~Cities~~ of Riviera Beach, Palm Beach Gardens, and the Village of North Palm Beach to avoid conflicting regulations of commonly shared streets.

Policy 10.1:

Coordinate the Town's efforts to implement any roadway maintenance, signage, stripping or any other activity affecting Silver Beach Road, Northlake Boulevard and Old Dixie Highway with the County, the City of Riviera Beach and/or Village of North Palm Beach.

Policy 10.2:

Coordinate the Town's mobility planning initiatives with the County and adjacent municipalities.

Policy 10.3:

Coordinate with the County and adjacent municipalities any Town planned transit circulator system providing access to the future rail station which has been identified aby the City of Palm Beach Gardens for regional rail transit and a future rail station in Lake Park for local commuter rail service.

Objective 11:

To assure participation in the transportation planning process of the West Palm Beach Metropolitan area such that Lake Park will continue to be well integrated with the larger transportation network.

Policy 11.1:

Continue the Town's transportation planning and implementation with the Palm Beach County Transportation Planning Agency (TPA), the Florida Department of Transportation (FDOT) District Four (Southeast District) in Ft. Lauderdale, Tri-Rail, and Brightline.

Policy 11.2:

Consider the most recently adopted Long Range Transportation Plan ~~latest Long-urban transportation plan prepared by the TPA West Palm Beach Urban Area Metropolitan Planning Organization~~ and the five year Transportation Improvement Program prepared by FDOT and the TPA.

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TOWN OF LAKE PARK
NOTICE OF PROPOSED AMENDMENTS TO THE
COMPREHENSIVE PLAN

Notice is hereby given that the Town of Lake Park, in accordance with the requirements of Chapter 163, Part II, Florida Statutes and other authority, intends to consider the adoption of the following ordinance to amend its adopted Comprehensive Plan. Proposed amendments include:

- Amendments to the Transportation Element, to include Data and Analysis and setting forth and amending certain objectives and policies directing the Town to undertake a study and the possible establishment of a Mobility Plan for the Town of Lake Park.
- Amendments to the Capital Improvements Element, to include Data and Analysis and setting forth and amending certain Objectives and policies directing the Town to undertake a study and the possible establishment of a Mobility Plan.

ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT TO INCLUDE DATA AND ANALYSIS AND CERTAIN OBJECTIVES AND POLICIES WITHIN THE CAPITAL IMPROVEMENTS ELEMENT; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT TO INCLUDE DATA AND ANALYSIS ADDING A NEW OBJECTIVE 3.0, AND AMENDING CERTAIN OBJECTIVES AND POLICIES WITHIN THE TRANSPORTATION ELEMENT; PROVIDING FOR THE TRANSMITTAL OF THE AMENDMENTS TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

TWO PUBLIC HEARINGS WILL BE HELD AS FOLLOWS:

LAKE PARK PLANNING AND ZONING BOARD, SITTING AS THE
LOCAL PLANNING AGENCY (LPA)

Monday, August 8, 2022, following the Special Call Meeting of the Planning and Zoning Board which begins at 6:30 pm.

LAKE PARK TOWN COMMISSION TRANSMITTAL HEARING

Wednesday, August 17, 2022 at 6:30 pm or as soon thereafter as the matter can be heard.

All Hearings will be held in the Town Commission Chambers, located in Town Hall, 535 Park Ave., Lake Park, FL 33403

To receive a copy of the ordinance or request information on the Comprehensive Plan amendments please call the Community Development Department at 561-881-3320, ext. 325.

If any person objects to any adopted Comprehensive Plan Amendment they may file a Petition with the Department of Administrative Hearings pursuant to section 163.3184, Florida Statutes.

Vivian Mendez, Town Clerk

PUB: Friday July 29, 2022 The Palm Beach Post

TOWN OF LAKE PARK
NOTICE OF ADOPTION HEARING FOR PROPOSED
AMENDMENTS TO THE COMPREHENSIVE PLAN

Notice is hereby given that the Town of Lake Park, in accordance with the requirements of Chapter 163, Part II, Florida Statutes and other authority, intends to adopt the following ordinance to amend its adopted Comprehensive Plan.

Proposed amendments include:

- Amendments to the Transportation Element, to include Data and Analysis and setting forth and amending certain objectives and policies directing the Town to undertake a study and the possible establishment of a Mobility Plan for the Town of Lake Park.
- Amendments to the Capital Improvements Element, to include Data and Analysis and setting forth and amending certain Objectives and policies directing the Town to undertake a study and the possible establishment of a Mobility Plan.

ORDINANCE NO. 11-2022

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT TO INCLUDE DATA AND ANALYSIS AND CERTAIN OBJECTIVES AND POLICIES WITHIN THE CAPITAL IMPROVEMENTS ELEMENT; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT TO INCLUDE DATA AND ANALYSIS, ADDING A NEW OBJECTIVE 3.0, AND AMENDING CERTAIN OBJECTIVES AND POLICIES WITHIN THE TRANSPORTATION ELEMENT; PROVIDING FOR THE TRANSMITTAL OF THE AMENDMENTS TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**FINAL ADOPTION HEARING BY LAKE PARK TOWN COMMISSION
THE WILL BE HELD WEDNESDAY, OCTOBER 5, 2022 AT 6:30 PM OR
AS SOON THEREAFTER AS THE MATTER CAN BE HEARD.**

The Hearing will be held in the Town Commission Chambers, located in Town Hall, 535 Park Ave., Lake Park, FL 33403

To receive a copy of the ordinance or request information on the Comprehensive Plan amendments please call the Community Development Department at 561-881-3320, ext. 325.

If any person objects to any adopted Comprehensive Plan Amendment they may file a Petition with the Department of Administrative Hearings pursuant to section 163.3184, Florida Statutes.

Vivian Mendez, Town Clerk

PUB: Sunday September 25 , 2022 The Palm Beach Post

Public Hearing Quasi- Judicial

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: Wednesday, October 5

Agenda Item No. 7

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION USE FOR A MILLWORK AND WOODWORK FACILITY KNOWN AS KASA Y KOCINA IMPORT LLC; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SPECIAL EXCEPTION USE; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON ___ READING
- NEW BUSINESS
- OTHER: RESOLUTION - QUASI JUDICIAL PUBLIC HEARING

Approved by Town Manager *[Signature]* Date: 9-19-22
Anders Viane
 Anders Viane, Planner

Originating Department: Community Development	Costs: \$ Legal Review / Legal Ad Funding Source: Applicant Escrow Acct. # 5641 – Kasa Y Kocina Spec Ex <input type="checkbox"/> Finance <u><i>[Signature]</i></u>	Attachments: <ul style="list-style-type: none"> • Resolution <u>70</u>-10-22 • Staff Report • Applicant Site Plan • Legal Ad • Certified letter **PLANS and additional documents associated with the project are located in a separate folder in the Dropbox**
Advertised: Date: <u>8/26/22</u> Paper: <u>Palm Beach Post</u> <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 the agenda.	Yes I have notified everyone <u><i>[Signature]</i></u> (Certified mail to everyone within 300 feet) or Not applicable in this case ___ Please initial one.

Summary Explanation/Background:

Kasa Y Kocina Import LLC is requesting **Special Exception approval**, under the millwork and woodwork category of the C-4 Business District, Town Code Section 78-74 (3) (f), to open a **manufactory of kitchens, closets, and bathroom cabinets** at 1343 S Killian Drive.

Kasa Y Kocina purchased the building at 1343 S. Killian Drive in November 2021 for the purposes of relocating their family business, which was previously located in Boynton Beach, to the Town of Lake Park. Kasa Y Kocina’s four employees will use their new building, which appears to have previously supported multiple tenants, for a sales office, a storage area, and millwork.

The applicant has indicated that the facility anticipates biweekly deliveries on Tuesdays and Thursdays, customer deliveries on Wednesdays and Fridays, and approximately 4-5 customer consultations a week. Please see the staff report for additional details on Kasa Y Kocina’s operations as well as their compliance with the required special exception criteria.

Aerial View of Site :

1343 S Killian Drive

The site is bordered on all sides by light industrial / storage uses



Planning and Zoning Board Recommendation

The Planning and Zoning Board held a Public Hearing on the requested Special Exception on September 12, 2022, which included staff and applicant presentations of the site plan, Kasa Y Kocina’s operation, their compliance with our code, and the proposed improvements associated with the special exception. As detailed in the staff report, staff found Kasa Y Kocina to have adequately addressed the six special exception criteria listed in the Town Code.

The Board unanimously recommended approval of the staff recommendation, which has been incorporated into the enclosed Resolution.

RECOMMENDED MOTION: I MOVE TO APPROVE RESOLUTION 70-10-22 for the Kasa Y Kocina Import LLC Special Exception to be located at 1343 S Killian Drive.

RESOLUTION NO. 70-10-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION USE FOR A MILLWORK AND WOODWORK SPECIAL EXCEPTION USE FOR KASA Y KOCINA IMPORT LLC; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SPECIAL EXCEPTION USE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Kasa Y Kocina Import LLC (“Owner”) is the owner of the property legally described in Exhibit “A”, which is attached hereto and incorporated herein; and

WHEREAS, the property is generally located at 1343 S. Killian Drive (the Site); and

WHEREAS, Fabiola Granado, as the Owner’s agent (“Applicant”) has submitted an application seeking authorization to develop the special exception use of millwork and woodwork and for the approval of a site plan on the Site (“the Project”); and

WHEREAS, the Site has a future land use designation of Commercial and Light Industrial; and

WHEREAS, the Site is located within C-4 Business District, which includes millwork and woodwork as a special exception use; and

WHEREAS, at a public hearing on September 12, 2022, the Town’s Planning and Zoning Board reviewed the proposed Project and recommended its approval to the Town Commission, subject to the Owner’s compliance with certain conditions; and

WHEREAS, the Town Commission conducted a quasi-judicial hearing on October 5, 2022 to consider the Project; and

WHEREAS, at this quasi-judicial hearing, the Town Commission considered the evidence presented by the Town Staff, the Applicant, and other interested parties and members of the public, regarding whether the Project meets the criteria for approval of a special exception use; and

WHEREAS, the Town Commission considered whether the Project would be consistent with the Town’s Comprehensive Plan and would meet the Town’s Land Development Regulations; and

WHEREAS, the Town Commission has determined that the Project is consistent with the Town’s Comprehensive Plan and meets the special exception use criteria, and other Land Development Regulations of the Town Code; and

WHEREAS, certain conditions are necessary in order to ensure that the Project is developed in a timely manner following approval.

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

Section 1: The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

Section 2. The Town Commission hereby approves a Millwork and Woodwork Special Exception Use on the Site, subject to the following conditions:

1. The Applicant shall apply for a building permit to install the improvements identified on A-1 and A-3 (dated 8/22/22) within 90 days of their special exception approval.
2. All landscaping shown on the site plan shall be maintained by the Owner in perpetuity from the date of its installation. The Owner shall replace any and all dead or dying landscaping materials so as to maintain the quantity and quality of the landscaping shown on the approved site plan.
3. As part of the permit submittal, the Applicant shall paint all protruding trim areas on the building a contrasting color, paint the outstanding western wall consistently with the rest of the building, and add additional details to the façade above the front doors facing S. Killian Drive.

Section 3: The Owner, Applicant and their successors and assigns shall be subject to the conditions of approval.

Section 4. This Resolution shall become effective upon execution.

EXHIBIT A – LEGAL DESCRIPTION

LOT 70, NORTHLAKE BUSINESS PARK, ACCORIDNG TO THE
MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 30,
PAGE 93, PUBLIC RECORDS OF PALM BEACH COUNTY,
FLORIDA.



TOWN LAKE OF PARK
Town Commission
MEETING DATE: October 5, 2022

APPLICATION: Kasa Y Kocina

AGENDA ITEM TITLE: Kasa Y Kocina Import LLC (“Owner”) is seeking special exception approval for a 4,500 square foot millwork and woodwork use at 1343 S. Killian Drive. The subject property is located north of S Killian Drive in the C-4 business district and consists of the following parcel, which totals 0.26 acres:

Parcel 1 - 36434220090000700

STAFF REPORT

BACKGROUND:

Owner & Applicant(s):	Fabiola Granado and Nestor J Guevara / Kasa Y Kocina Import LLC
Location:	1343 S Killian Drive
Net Acreage (total):	0.2652 Acres
Legal Description:	See survey enclosed in packet.
Existing Zoning:	C-4
Future Land Use:	Commercial and Light Industrial

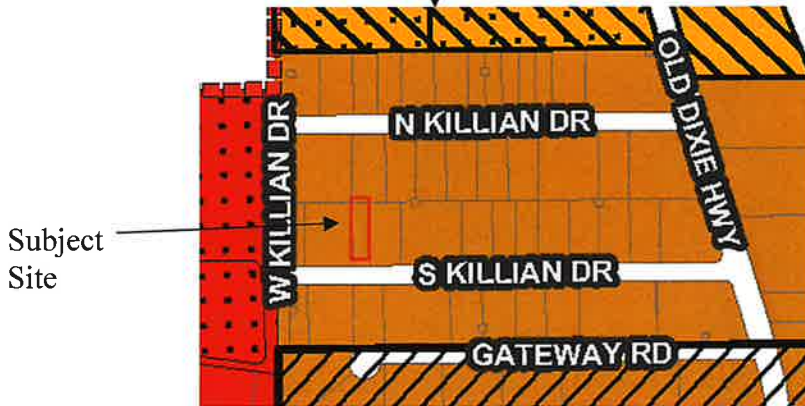
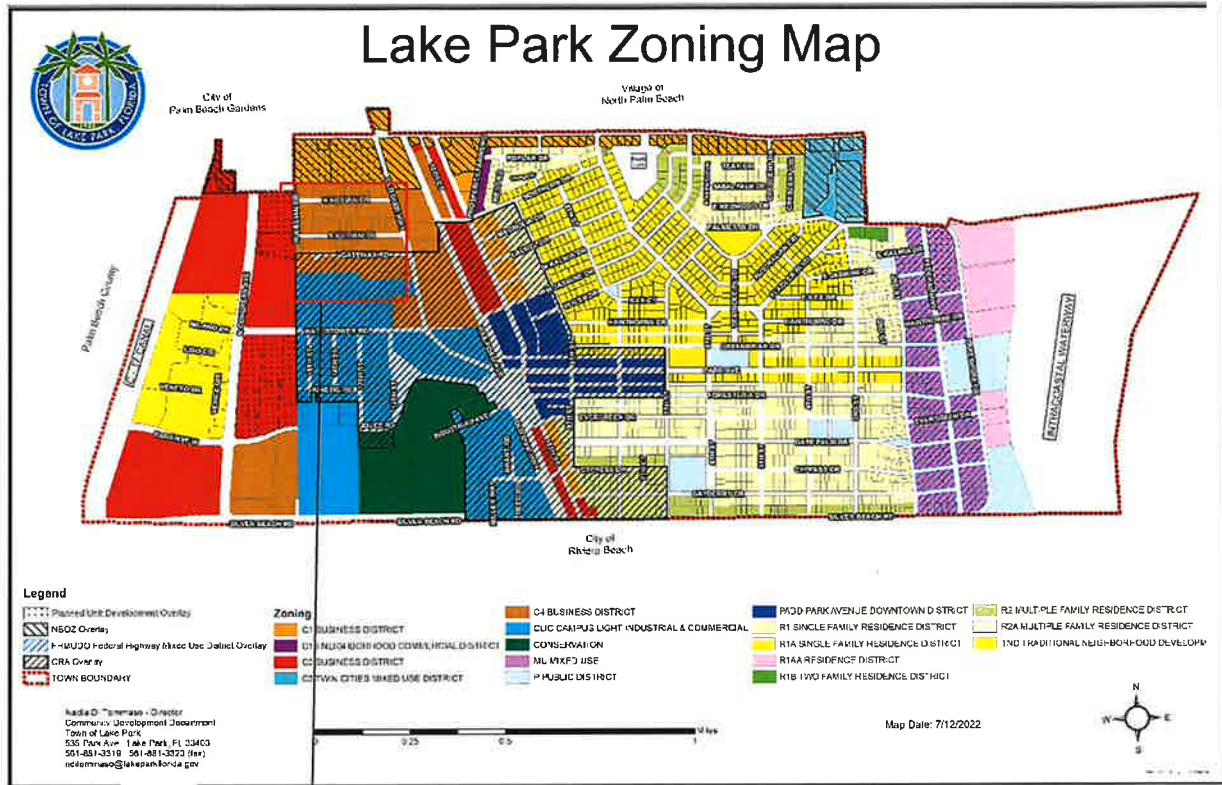


Figure 1: Aerial View of Site (image not to scale; for visual purposes only)





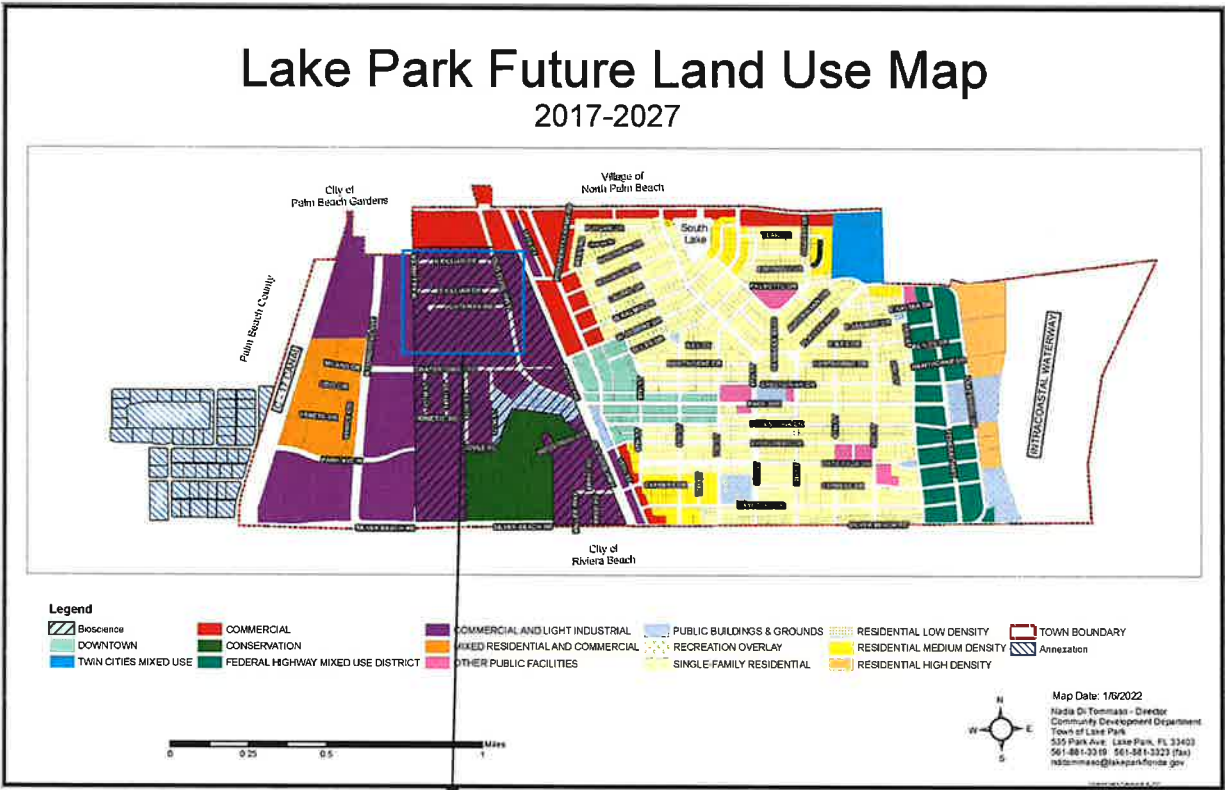
LAKE PARK ZONING MAP



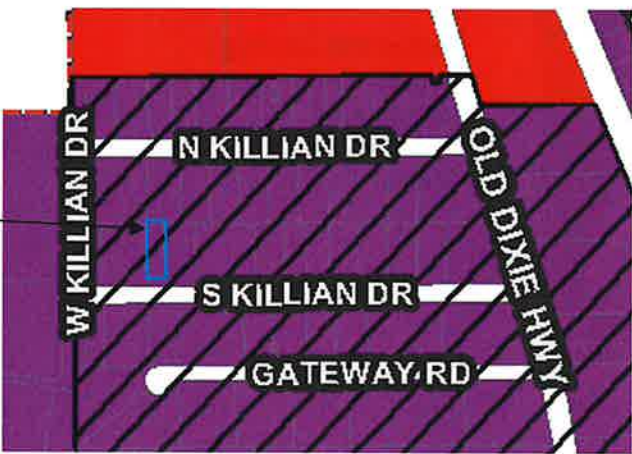
Adjacent Zoning:
 North: C-4
 South: C-4
 East: C-4
 West: C-4



LAKE PARK FUTURE LAND USE MAP



Subject Site



Adjacent Existing Land Use
 North: Commercial and Light Industrial
 South: Commercial and Light Industrial
 East: Commercial and Light Industrial
 West: Commercial and Light Industrial



Figure 1 - 1343 S Killian (Prior Owner)



Figure 3 - 1343 S Killian Painting Detail



Figure 4 - 1343 S Killian Front Facade



Figure 2 - 1343 S Killian Conceptual Rendering



Introduction:

The Town Commission may permit special exception uses in the C-4 business district provided the proposal meets the 6 special exception zoning criteria established in Sec. 78-184. The Applicant is seeking special exception approval for a 4,500 SF milling and woodworking use at 1343 S Killian Drive. Staff’s findings in their review for special exception compliance are detailed below.

1. Consistency with Comp Plan Goals, Objectives, and Policies:

Staff has reviewed the applicant’s proposal to determine consistency with the Goals, Objectives, and Policies of the Comprehensive Plan per Sec. 78-184 (b) 1. Staff identified the following relevant policies:

3.4 Goal, Objectives and Policies, Town Goal Statement 3.4.1 (3) - The Town shall maintain and seek opportunities to improve its ability to provide... commercial, industrial and mixed-use development opportunities that will further the achievement of economic development goals.

3.4 Goal, Objectives and Policies, 3.4.2. Objectives and Policies, Objective 1, Policy 1.1 j. – encourage redevelopment, renewal or renovation, that Maintains or improves existing neighborhoods and commercial areas;

3.4 Goal, Objectives and Policies, 3.4.2. Objectives and Policies, Objective 5 – The Town shall promote redevelopment and infill development in a manner that is consistent to existing neighborhoods and uses, the built and natural environments and adjacent jurisdictions.

Because Kasa Y Kocina will adaptively re-use space in the Town’s C-4 business district, improving the site and bringing new services to the Town, staff has found the applicant to meet the requirements of criteria 1.

2. Consistency with land development and zoning regulations:

Staff has reviewed this application for consistency with the Town’s land development regulations per Sec. 78-184 (b) (2) and has determined this project complies with all applicable requirements. The project is not proposing any improvements that meet the threshold of ‘redevelopment’ and therefore they are only required to conform to the code to the greatest extent possible. Accordingly, the applicant is proposing several improvements where feasible to increase code compliance, including:

- Striping 2 additional parking spaces at the north end of the site in an effort to meet the required parking (18 spaces) despite the inherent limitations of the site.
- Landscaping improvements consisting of the installation of Japanese Boxwood Shrubs and a ficus benjamina as noted on Site Plan sheet A1.
- A new bench and garbage can by the south parking lot.



Additionally, the applicant worked diligently with staff to identify the location of an updated dumpster pad and more parking spaces. Unfortunately, due to the inherent limitations of the site, the applicant was not able to relocate the dumpster and create more parking without creating issues with dumpster accessibility for Public Works and increasing nonconformity by shrinking drive-aisle width. Given the constraints of the existing site, staff feels the applicant has addressed existing nonconforming conditions to a great extent, however we note that roof projections should be installed to break-up the roofline, but these are not possible since they would require a special structural load that the building cannot support at this time.

Additionally, we are recommending a condition of approval, which is as follows: “As part of the permit submittal, the Applicant shall paint all protruding trim areas on the building a contrasting color, paint the outstanding western wall consistently with the rest of the building, and add additional details to the façade above the front doors facing S. Killian Drive.”

Staff finds the criteria for requirement 2 are satisfied.

3. Compatibility with surrounding uses, hours of operation, traffic generation, building location, massing, height, setbacks, and other relevant factors:

Staff has reviewed this project for consistency with Sec. 78-184 (b) (3) regarding compatibility with surrounding uses.

Compatibility with Surrounding Uses: To the north, south, east, and west, identical zoning and future land use designations ensure adequate buffering between the proposed use and zones of lower intensity such as light commercial and residential. The character of the C-4 business district is overwhelmingly industrial and Kasa Y Kocina is consistent and compatible with those uses in its vicinity.

Hours of Operation: The proposed hours of operation from 8:00 AM to 5:00 PM are in keeping with the standard hours of operation of most businesses in the area and do not pose a conflict.

Traffic Generation: The project’s end-users are not anticipated to generate disproportionate traffic based on the low frequency of anticipated drop-offs, deliveries, and customer consultations as detailed in the applicant’s Round 2 comment responses. Specifically, the Applicant notes that materials will typically be received twice a week on Tuesdays and Thursdays between 11AM and 3PM. Deliveries are typically done twice a week on Wednesdays and Fridays between 10AM and noon. Customer service consultations are by appointment and an average of 3 to 5 clients a week are received between 9:30 AM and 3PM. This operational description does not suggest Kasa Y Kocina will generate any disproportionate or unusual traffic impacts.

Massing, Height, Setbacks, etc: As previously noted, the building at 1343 S Killian Drive is pre-existing and thus the current conditions depicted on the applicant’s survey are not proposed to significantly change. The structure will be adaptively re-used through internal reconfiguration and the existing exterior conditions are proposed to remain with select improvements noted on the site plan. Those existing nonconforming aspects include the following:



- The east side setback does not meet the required 12 foot setback.
- Parking is insufficient to meet the code requirement, however, the applicant has attempted to remedy this to the greatest extent possible given site constraints.
- There are currently clusia bushes and a ficus tree existing on the site. However the applicant has proposed the installation of Japanese Boxwood Shrubs and a ficus benjamina in the front yard to buffer the parking lot from S. Killian Drive.

Based on these reasons, staff finds Kasa Y Kocina to meet the criteria of Sec. 78-184 (b) (3).

4. Concentration of similar types of uses:

Per Sec. 78-184 (b) (4), staff must identify whether the proposed special exception use creates a concentration of similar uses which may be detrimental to development or redevelopment in the area. Staff has identified two similar operations, though these are specialized in different ways than Kasa Y Kocina. These include the following:

- White House Stone – 1346 S Killian Drive
- Kodiak Custom Cabinetry and Fine Woodworking – 1334 S Killian Drive Ste. 5

In response to our inquiries into how these operations differ from Kasa Y Kocina, the applicant has provided the following:

“Similarities and differences between our business and White House Stone and Kodiak Custom Cabinetry.

- A) *White House: Based on the information we have they use a CNC machine similar to ours for their manufacturing process that generates the same amount of noise, but the difference is that they cut marble, granite and quartz sheets and we cut plywood and melamine sheets.*
- B) *Kodiak Custom Cabinetry: Based on the information we have they use a dust collector similar to ours in its non-pollution specifications, and its activity is to manufacture cabinets, but the difference with us is that Kodiak does not manufacture doors by themselves, but they make them in conjunction with the cabinets and uses traditional saws to cut the plywood sheets that are not as efficient as a CNC.”*

In summary, Kasa Y Kocina caters to a special woodworking niche not provided by White House Stone and Kasa Y Kocina utilizes different tools to create unique outputs like doors unlike these similar operations. Staff believes these uses can co-exist along S. Killian Drive and that their concentration is not detrimental to development or redevelopment. Staff finds the criteria 4 requirements satisfied.



5. Detrimental Impacts Based on users, nuisances, and traffic flow:

Per Sec. 78-184 (5) a-c., a special exception use must not have detrimental impacts on surrounding properties based on the number of anticipated users, the degree or noise, odor, and other nuisance factors, and the effect on the amount and flow of traffic in the vicinity.

- Based on Kasa Y Kocina's narrative responses, they will only have 4 employees at their 4,500 SF building. Staff believes the anticipated number of users here are not above-average for similar uses in the district and no unique nuisance would be created.
- As previously noted by the applicant's description of daily operations, traffic generation is not anticipated to be disproportionate for this use. Furthermore, there is space allocated within the building for deliveries and Kasa Y Kocina believes there is adequate formally-designated and informal parking space on site for customers and employees.
- Regarding other aspects of the operation that would negatively impact surrounding properties, it must be noted that the millworking use proposed will generate noise and dust during normal business hours. To counteract this, Kasa Y Kocina will conduct all their operations within their enclosed building and use a dust collector located at the rear (north) of the site to sequester dust from their woodworking.

Based on the abovementioned factors, staff identified no other relevant factors peculiar to the proposed special exception project that would negatively impact surrounding properties.

6. Impacts on light, air, property values, redevelopment, and public facilities:

Finally, per Sec. 78-184 (b) (6) a-e., staff must take into account impacts to light and air flow to adjacent properties, adverse impacts to adjacent property values, potential deterrents to redevelopment of the surrounding area, negative impacts on natural systems and public facilities, and the provision of pedestrian amenities. Staff finds as follows:

- Given that no structural alterations are proposed to the existing, one-story 18-foot building, there will be no reduction to light and air to adjacent properties.
- Regarding impacts to neighboring property values, staff does not anticipate this will be an issue given the industrial character of surrounding land uses. Kasa Y Kocina's use is in keeping with the anticipated uses and character of an industrial district. Furthermore, Kasa Y Kocina has already applied for and received a painting permit for repainting their building and is proposing landscape improvements that should help increase values rather than lower them.
- As it pertains to impacts on improvement, development, or redevelopment potential, staff finds no evidence to suggest this project would have a negative effect. The project itself is an infill project and is in keeping with the land uses predominant in the surrounding area.
- As it pertains to impacts on natural systems or public facilities, staff finds no evidence to suggest any impacts.



- Finally, as it pertains to provisioning pedestrian amenities like benches, trash cans, and bike parking, the applicant is proposing a 50” bench and 30 gallon trash receptacle in their front yard to address this requirement.

Staff therefore finds special exception criteria 6 to be satisfied.

Planning and Zoning Board Recommendation:

This application was presented to the Planning and Zoning Board on September 12, 2022. At the meeting, staff provided a presentation detailing the Applicant’s compliance with the 6 special exception criteria. The Applicant also presented to the Board, briefly detailing their business, its daily operations, and their intended improvements to the site. Finding the 6 Special Exception criteria satisfied, the Planning and Zoning Board moved to recommend approval of the staff motion.

Figure 5 - Kasa Y Kocina Import LLC





STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the Special Exception Application for Kasa Y Kocina with the following conditions:

1. The Applicant shall apply for a building permit to install the improvements identified on A-1 and A-3 (dated 8/22/22) within 90 days of their special exception approval.
2. All landscaping shown on the Site Plan shall be maintained by the Owner in perpetuity from the date of its installation. The Owner shall replace any and all dead or dying landscaping materials so as to maintain the quantity and quality of the landscaping shown on the approved Site Plan.
3. As part of the permit submittal, the Applicant shall paint all protruding trim areas on the building a contrasting color, paint the outstanding western wall consistently with the rest of the building, and add additional details to the façade above the front doors facing S. Killian Drive.



Community
Development
Department

Notification of Public Hearings

Dear Property Owner:

You are receiving this Notice of Public Hearings because you are the legal owner of record for a parcel that is within three hundred (300) feet of the property for which a Special Exception has been requested and a certified notice is required pursuant to Town Code.

Should you wish to attend the meetings to comment on the application, please take note of the date, time, and location. If you do not wish to attend the meetings and do not have any comments you may disregard this notice.

SPECIAL EXCEPTION – AGENDA ITEM

Please be advised that the Town of Lake Park has received a request for Special Exception submitted by Kasa Y Kocina Import LLC (“Property Owner” and “Applicant”) for a millwork and woodwork use to be located at 1343 S Killian Drive, Lake Park, Florida (PCN: 36-43-42-20-09-000-0700). This use will sell, fabricate, assemble, and install kitchen cabinets, closets, and vanities. This use falls under the millwork and woodwork category of the Town Code and requires special exception approval in the C-4 Business District.

PUBLIC HEARINGS

**MEETING: SPECIAL CALL PLANNING AND ZONING BOARD
LOCATION: 535 PARK AVENUE, LAKE PARK, FL. 33403
DATE: MONDAY, SEPTEMBER 12, 2022
TIME: 7:00 P.M. (OR AS SOON THEREAFTER AS CAN BE HEARD)**

**MEETING: TOWN COMMISSION (QUASI-JUDICIAL)
LOCATION: 535 PARK AVENUE, LAKE PARK, FL. 33403
DATE: WEDNESDAY, OCTOBER 5, 2022
TIME: 6:30 P.M. (OR AS SOON THEREAFTER AS CAN BE HEARD)**

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3318
Fax: (561) 881-3323

www.lakeparkflorida.gov



Community
Development
Department

LOCATION MAP



If a person decides to appeal any decision made by the Planning & Zoning Board or Town Commission with respect to any hearing, they 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.

For additional information, or to review any documents related to the proposal described herein, please visit the Community Development Department at 535 Park Avenue, Lake Park, FL 33403, or contact the Planner, Anders Viane at 561-881-3320 or aviane@lakeparkflorida.gov.

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3318
Fax: (561) 881-3323

www.lakeparkflorida.gov

PUBLIC NOTICE
TOWN OF LAKE PARK
NOTICE OF PUBLIC HEARINGS

BE ADVISED THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONDUCT A SPECIAL CALL PUBLIC MEETING AT 535 PARK AVENUE TO CONSIDER THE AGENDA ITEM LISTED BELOW ON MONDAY, SEPTEMBER 12, 2022 AT 7:00 PM, OR AS SOON THEREAFTER AS CAN BE HEARD. A QUORUM OF THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

THE TOWN COMMISSION WILL ALSO CONDUCT A QUASI-JUDICIAL MEETING AT 535 PARK AVENUE, LAKE PARK, TO CONSIDER THE AGENDA ITEM LISTED BELOW ON WEDNESDAY, OCTOBER 5, 2022 AT 6:30PM, OR AS SOON THEREAFTER AS CAN BE HEARD. (DATES SUBJECT TO CHANGE, PLEASE MONITOR WWW.LAKEPARKFLORIDA.GOV FOR ANY CHANGES, OR CALL 561-881-3320). A QUORUM OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL

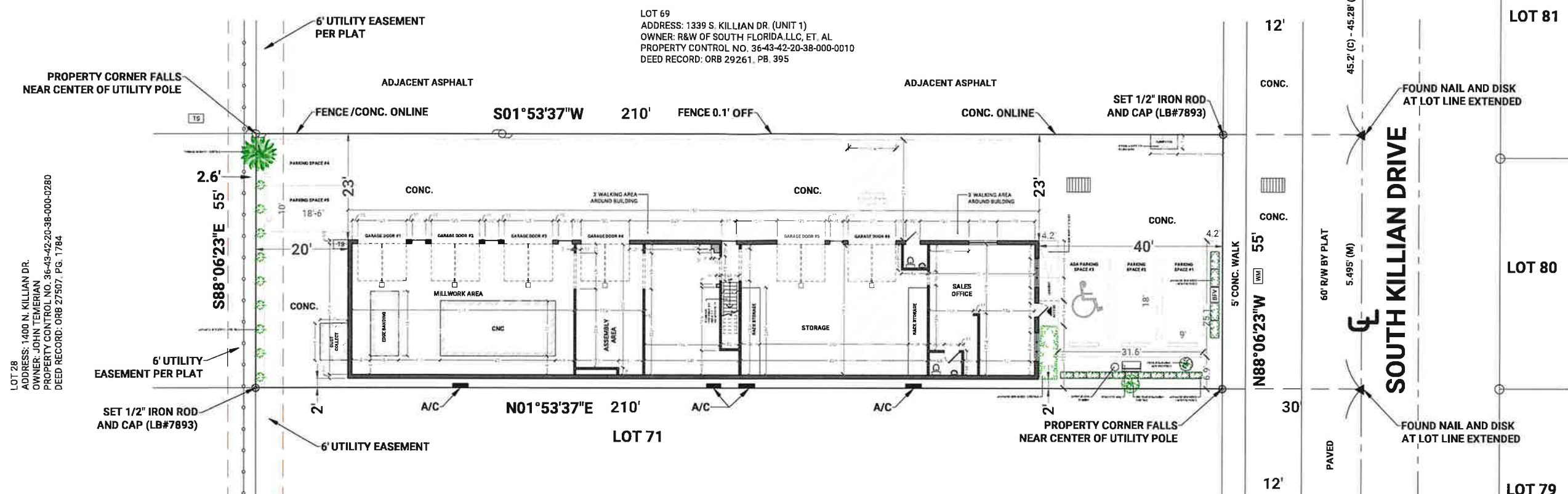
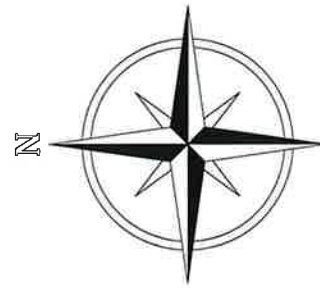
Agenda Item:

Please be advised that the Town of Lake Park has received a request for Special Exception submitted by Kasa Y Kocina Import LLC (“Property Owner” and “Applicant”) for a millwork and woodwork use to be located at 1343 S Killian Drive, Lake Park, Florida (PCN: 36-43-42-20-09-000-0700). This use will sell, fabricate, assemble, and install kitchen cabinets, closets, and vanities. This use falls under the millwork and woodwork category of the Town Code and requires special exception approval in the C-4 Business District.

Records related to these items may be inspected by contacting the Community Development Department at 561-881-3320, or by emailing Anders Viane at aviane@lakeparkflorida.gov. If a person decides to appeal any decision made by the Planning and Zoning Board or Town Commission with respect to any hearing, they 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. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Town Clerk: Vivian Mendez

PUB: The Palm Beach Post – Friday, August 26, 2022



LOT 28
 ADDRESS: 1400 N. KILLIAN DR.
 OWNER: JOHN TEMERIAN
 PROPERTY CONTROL NO. 36-43-42-20-38-000-0280
 DEED RECORD: ORB 27507, PG. 1784

LOT 69
 ADDRESS: 1339 S. KILLIAN DR. (UNIT 1)
 OWNER: R&W OF SOUTH FLORIDA, LLC, ET, AL
 PROPERTY CONTROL NO. 36-43-42-20-38-000-0010
 DEED RECORD: ORB 29261, PB. 395

PROPERTY ADDRESS:
 1343 SOUTH KILLIAN DRIVE
 WEST PALM BEACH, FLORIDA 33403

SURVEY NO.: 509967
COMMITMENT NO.: 1153988
PARCEL NO.: 36434220090000700
FIELDWORK DATE: 11-12-2021

ZONING DATA:
 PROPERTY USE CODE:
 4500-WAREHOUSE - DIST. TERM
 ZONING = C4
 C4 BUSINESS DISTRICT
 (36-LAKE PARK)

PARCEL DETAILS:
 PARCEL CONTAINS 11,550.00 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.

VEGETATION:

- EXISTING
- NEW (PROPOSED)

LOADING AREA:

EXTERIOR = 10.4' X 21.8' (226.72 Sq. Ft)
 INTERIOR = 10.4' X 28.3' (294.32 Sq. Ft)

PARKING DETAILS:

REQUIRED = 18 SPACES (9' X 18')
 CURRENT SPACES (POSSIBLE OR PROPOSED) = 5 SPACES (3 OF 9' X 18') (2 OF 10' X 18.5')

- LOCAL SYMBOLS:**
- = CATCH BASIN
 - ▲ = NAIL AND DISK MARKER
 - = UTILITY POLE
 - = WATER METER
 - = BACK FLOW VALVE
 - = TELE. SERVICE
 - = PROPERTY CORNER (IRON ROD OR PIPE)

1 PROPERTY SITE PLAN
 SCALE: 1/8" = 1' - 0"

REVISIONS:

PROJECT:

PROPERTY SURVEY PLAN
 1343 SOUTH KILLIAN DRIVE WEST PALM BEACH, FLORIDA 33403

PAPER:	41x34 INCHES
DATE:	06/22/2022
SCALE:	SURVEY PLAN
DRAWN BY:	TM
TITLE:	SURVEY PLAN

A1

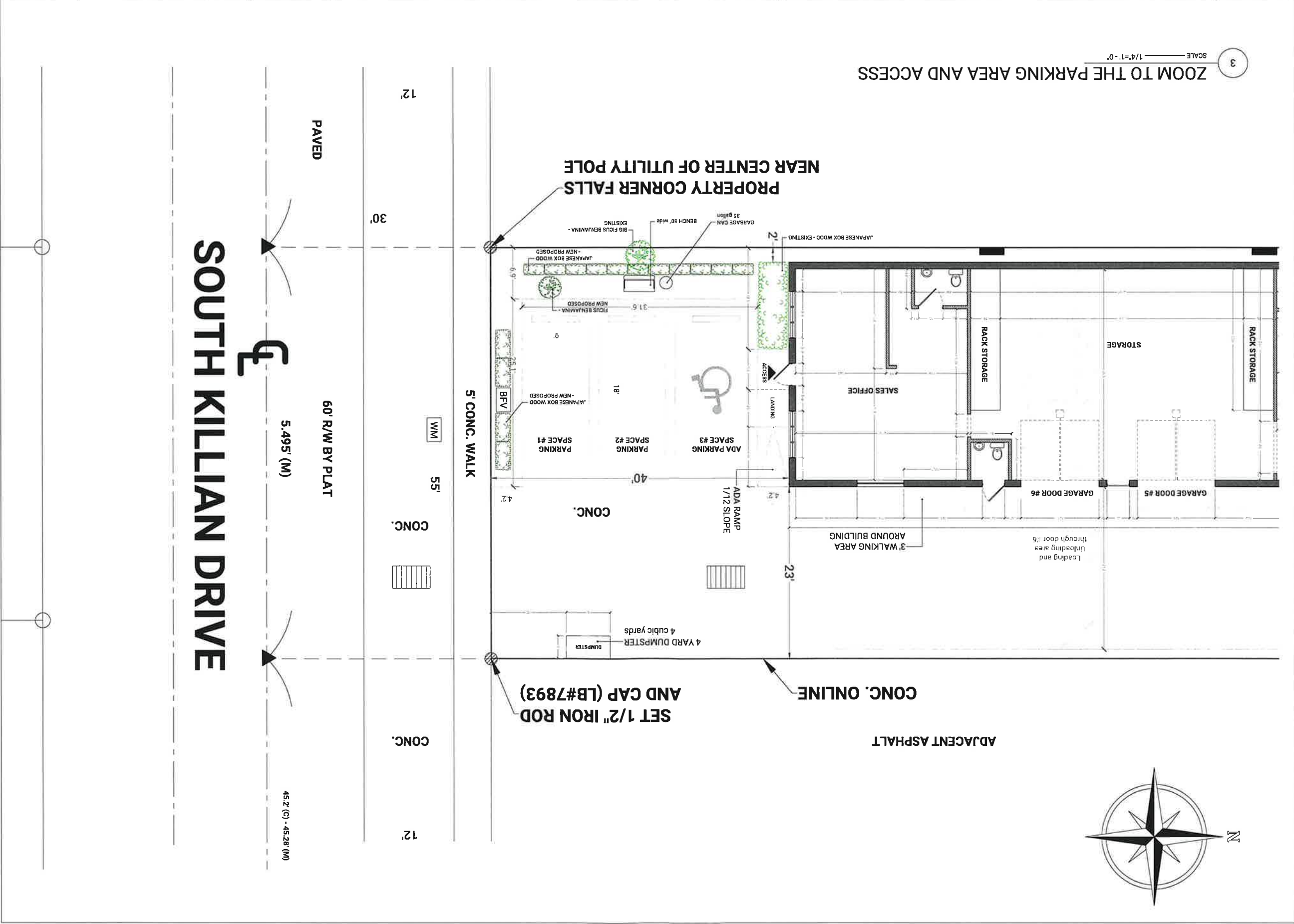
A3	PAPER:	44x34 INCHES
	DATE:	08/22/2022
	SCALE:	SURVEY PLAN
	DRAWN BY:	TM
	TITLE:	ZOOM TO EXTERIOR AREAS

PROPERTY SURVEY PLAN
 1343 SOUTH KILLIAN DRIVE WEST PALM BEACH, FLORIDA 33403

REVISIONS:	

3

SCALE 1/4"=1'-0"



OLD BUSINESS

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No. 8

Agenda Title: Discussion on the voting format for Municipal Elections

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

Approved by Town Manager  **Date:** 9-20-22

John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs:\$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> Request letter to Wendy Sartory, Supervisor of Elections Memorandum from Ashley D. Houlihan Attorney for the Supervisor of Elections
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties with interest in this agenda item are t notified of the meeting date and time.	<input type="checkbox"/> Yes, Notified everyone or <input checked="" type="checkbox"/> Not applicable in this case Please initial one.

Summary Explanation/Background: On August 4, 2022, I sent a letter to Wendy Sartory, Supervisor of Elections, requesting her office to explore the possibility of implementing a Cumulative Voting process for municipal elections for the Mayor and Commissioners in Lake Park. In my letter, I asked if Cumulative voting was an option under the State Constitution. The last time we made this request, the Supervisor of

Elections before Wendy Sartory indicated that the State Constitution did not permit such voting options.

The Memorandum by Ashley D. Houlihan, the Attorney for the Supervisor of Elections, has indicated that no system that has been certified in Florida capable of tabulating rank-choice votes. As such, the Supervisor of Elections in Florida does not own equipment or software with this capability.

Because there is a small number of voters, the responsibility rests with Lake Park to find a vendor or company that can facilitate the rank-order voting system for municipal elections. We must check the charter and our town ordinances to interpret whether or not we require the SOE in Palm Beach County to perform municipal elections. There may be flexibility if we can find a certified vendor to accommodate the rank order voting system.

Recommended Motion: Staff will be looking for direction to determine the cost of leasing such equipment from a qualified vendor.



Office of the
Town Manager

August 4, 2022

Wendy Sartory, Supervisor of Elections
Palm Beach County Supervisor of Elections
Post Office Box 22309
West Palm Beach, FL 33416

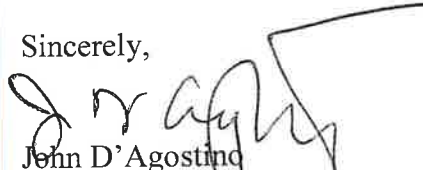
Via Superviosr Link: info@votepalmbeach.gov

I am writing on behalf of the Town Commission of the Town of Lake Park. The Commission has asked me to explore the possibility of implementing a Cumulative Voting process for municipal elections for the Mayor and Town Commission seats. Cumulative voting is also known as accumulated voting, weighted voting, or a multi-voting election process. The voting process is a multiple-winner method that promotes more proportional representation than winner-take-all elections. Our current voting method, approved by the U.S. Department of Justice, allows residents to vote for one candidate in a multi-candidate field for four open positions. A previous Town Commission settled a Department of Justice Law Suit by agreeing to the current voting format. The Department of Justice Agreement provided three alternative voting methods; District Voting, Current Voting, and Cumulative Voting. Residents and Town Commission members feel that if there are four open seats, residents should be allowed to vote for more than one candidate with four open seats. Those seats are up for election at the same time.

I have taken the liberty of attaching some information on Cumulative Voting found on the internet. We request to see if Cumulative Voting is an option under the State Constitution for elections in Florida and, more significantly, in the Town of Lake Park.

The Town Commission will again discuss Cumulative Voting as an alternative voting method acceptable to the Department of Justice. On Wednesday, August 17, 2022, the Town Commission will consider Cumulative Voting based on your reply to this letter request.

Sincerely,



John D'Agostino
Town Manager, Town of Lake Park

Attachment

cc: Town Commission

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3304
Fax: (561) 881-3314

www.lakeparkflorida.gov

Cumulative voting

Cumulative voting (also **accumulation voting**, **weighted voting** or **multi-voting**) is a multiple-winner method intended to promote more proportional representation than winner-take-all elections such as Block Voting or First past the post. Cumulative voting is used frequently in corporate governance, where it is mandated by some (7) U.S. states.^[1] (See e.g., *Minn. Stat. Sec. 302A.111 subd. 2(d)*.)

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History

It was used to elect the Illinois House of Representatives^[2] from 1870 until its repeal in 1980^{[3][4][5]} and used in England in the late 19th century to elect some school boards. As of March 2012, more than fifty communities in the United States use cumulative voting, all resulting from cases brought under the National Voting Rights Act of 1965. Among them are Peoria, Illinois for half of its city council, Chilton County, Alabama for its county council and school board, and Amarillo, Texas, for its school board and College Board of Regents.^[6] Courts sometimes mandate its use as a remedy in lawsuits brought under the Voting Rights Act in the United States;

Voting options

Cumulative Ballot

You may offer up to 3 votes.

1	2	3	
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Joe Smith
<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	Henry Ford
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Jane Doe
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Fred Rubble
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Mary Hill

RESULT:
3 votes for Ford

Cumulative Ballot

You may offer up to 3 votes.

1	2	3	
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Joe Smith
<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Henry Ford
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Jane Doe
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Fred Rubble
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Mary Hill

RESULT:
2 votes for Ford
1 vote for Hill

Cumulative Ballot

You may offer up to 3 votes.

1	2	3	
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Joe Smith
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Henry Ford
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Jane Doe
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Fred Rubble
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Mary Hill

RESULT:
1 vote for Ford
1 vote for Doe
1 vote for Hill

A points method ballot design like this one is the most common for governmental elections using cumulative voting. Voters are typically instructed to make only one mark per column.

an example of this occurred in 2009 in Port Chester, New York,^{[7][8]} which had its first cumulative voting elections for its board of trustees in 2010.^[9]

Cumulative Voting was also used to elect city boards in Toronto, Canada starting in 1903. The Proportional Representation Review (September 1903) described it like this: "Cumulative voting as applied to the Board of Control, means that each elector will have four votes but that he need not give each of them to a different candidate. He may do so if he wishes; but he has also the power to give all his four votes to one candidate. This makes "plumping" four times as powerful as it was by the old "block" vote system, when if you "plumped" for one candidate, you threw away three out of your four votes. Now you have the benefit of your full voting power, whether you plump or not. And plumping is the correct thing; in fact proportional representation is simply effective representation with the addition in the best systems of a provision for transfer of votes, so as to prevent wasting too many on one candidate... Besides permitting an elector to give all four votes to one candidate, the cumulative plan enables him to give two of his votes to one candidate and two to another, or he may give three votes to one candidate and his fourth to another candidate. In fact he may distribute or cumulate his four votes as he pleases.... If one-fourth of the votes give all their votes to one candidate, they can elect him, no matter what the other three-fourths choose to do...." (Thus Cumulative Voting if used carefully allowed for minority representation.)^[10]

A form of cumulative voting has been used by group facilitators as a method to collectively prioritize options, for example ideas generated from a brainstorming session within a workshop. This approach is described as "multi-voting" and was likely derived from the nominal group technique and is one of many tools suggested within the Six Sigma business management strategy.^[11]

Voting

A cumulative voting election permits voters in an election for more than one seat to put more than one vote on a preferred candidate. When voters in the minority concentrate their votes in this way, it increases their chances of obtaining representation in a legislative body. This is different from bloc voting, where a voter may not vote more than once for any candidate and the largest single block, even if less than 50 percent can control 100% of representation elected in the district.

Ballots used for cumulative voting differ both in the ways voters mark their selections and in the degree to which voters are permitted to split their own votes. Possibly the simplest ballot uses the **equal and even cumulative voting** method, where a voter simply marks preferred candidates, as in bloc voting, and votes are then automatically distributed evenly among those preferred candidates. Voters are unable to specify a differing level of support for a more preferred candidate, giving them less flexibility although making it tactically easier to support a slate of candidates.

A more common and slightly more complex cumulative ballot uses a **points** method. Under this method, voters are given an explicit number of points (often referred to as "votes" because in all known governmental elections, the number of points equals the number of seats to be elected, although not a hard and fast rule) to distribute amongst candidates on a single ballot. Typically, this is done with a voter making a mark for each point beside the desired candidate. A similar method is to have the voter write in the desired number of points next to each candidate. This latter approach is commonly used for corporate elections involving a large number of points on a given ballot, where the voter is given one set of points for each votable share of stock he has in the company. Unless an appropriately programmed electronic voting system is used, however, this write-in ballot type

Equal&Even Ballot

You may vote for up to 3

Joe Smith

Henry Ford

Jane Doe

Fred Rubble

Mary Hill

RESULTS:
1/2 vote for Ford
1/2 vote for Hill

In an equal and even cumulative ballot, as in Peoria, an individual's vote is fractionally divided evenly among all candidates for whom he or she indicates support. As the number of candidates increases, this can result in the need for computing sums of multiple fractions.

burdens the voter with ensuring that his point allocations add up to his allotted sum. However, it should not be necessary that a voter use up all his allotment, since it would be more important that voting systems not allow the voter's allotted sum to be exceeded.

When used as a facilitation technique for group decision-making this process is often called "multi-voting".^[12] Participants are given stickers or points which they can apply among a list of options; often these are ideas that were generated by the group. Because dot stickers are commonly used for multi-voting, the process is also often called dot voting.^[13]



Sticker dot voting

In typical cumulative elections using the points method, the number of points allotted to a voter is equal to the number of winning candidates. This allows a voter potentially to express some support for all winning candidates; however, this need not be required to achieve proportional representation. With only one point the method becomes equivalent to a single non-transferable vote in a first-past-the-post method.

Other than general egalitarian concerns of electoral equality, there is nothing in this method that requires each voter to be given the same number of points. If certain voters are seen as more deserving of influence, for example because they own more shares of stock in the company, they can be directly assigned more points per voter. Rarely, this explicit method of granting particular voters more influence is advocated for governmental elections outside corporate management, perhaps because the voters are members of an oppressed group; currently, all governmental elections with cumulative voting award equal numbers of points for all voters.

Unlike choice voting where the numbers represent the order of a voter's ranking of candidates (i.e. they are ordinal numbers), in cumulative votes the numbers represent quantities (i.e. they are cardinal numbers).

While giving voters more points may appear to give them a greater ability to graduate their support for individual candidates, it is not obvious that it changes the democratic structure of the method.

The most flexible ballot (not the easiest to use) allows a full vote to be divided in any fraction among all candidates, so long as the fractions add to less than or equal to 1. (The value of this flexibility is questionable since voters don't know where their vote is most needed.)

Advocates of cumulative voting often argue that political and racial minorities deserve better representation. By concentrating their votes on a small number of candidates of their choice, voters in the minority can win some representation—for example, a like-minded grouping of voters that is 20% of a city would be well-positioned to elect one out of five seats. Both forms of cumulative voting achieve this objective.

In a corporate setting, challengers of cumulative voting argue that the board of directors gets divided and this hurts the company's long term profit. Using a staggered board of directors can diminish the ability of minority factions to obtain representation by reducing the number of seats up for election at any given time.^[14]

Robert's Rules of Order Newly Revised, which asserts a principle that the majority should have the right to make all decisions, states, "A minority group, by coordinating its effort in voting for only one candidate who is a member of the group, may be able to secure the election of that candidate as a minority member of the board. However, this method of voting, which permits a member to cast multiple votes for a single candidate, must be viewed with reservation since it violates a fundamental principle of [US] parliamentary law that each member is entitled to one and only one vote on a question."^[15]

Fractional ballot

You may divide your vote by percent among the choices.

<input type="checkbox"/>	Joe Smith
<input checked="" type="checkbox"/>	62.3% Henry Ford
<input type="checkbox"/>	Jane Doe
<input type="checkbox"/>	Fred Rubble
<input checked="" type="checkbox"/>	37.7% Mary Hill

RESULTS:
0.623 votes for Ford
0.377 votes for Hill

Voting method criteria

Comparative academic analysis of voting methods usually centers on certain voting method criteria.

Cumulative voting satisfies the monotonicity criterion, the participation criterion, the consistency criterion, and reversal symmetry. Cumulative voting does not satisfy independence of irrelevant alternatives, later-no-harm criterion nor the Condorcet criterion. It does not satisfy the plurality criterion. The 11th edition of Robert's Rules of Order Newly Revised states,^[16] "If it is desired to elect by mail, by plurality vote, by preferential voting, or by cumulative voting, this must be **expressly stated**, and necessary details of the procedure should be prescribed (see 45)." (Emphasis added). Robert's Rules describes the cumulative voting process.^[17] It provides that, "A minority group, by coordinating its effort in voting for only one candidate who is a member of the group, **may** be able to secure the election of that candidate as a minority member of the board." (Emphasis added). Thus, cumulative voting, when permitted, is a **right** to accumulate or stack votes but **not a guarantee** that this stacking will meet or override other election criteria such as a majority vote or majority present.

Use

The Norfolk Legislative Assembly on Norfolk Island was elected using a form of cumulative voting where voters cannot give all their votes to one candidate. It is also used heavily in corporate governance, where it is mandated by seven U.S. states, and it was used to elect the Illinois House of Representatives from 1870 until 1980.^{[2][3]} It was used in England between 1870 and 1902, under the Elementary Education Act 1870, to elect school boards. Starting in the late 1980s, it has been adopted in a growing number of jurisdictions in the United States, in each case to resolve a lawsuit brought against bloc voting methods.^[18]

With strategic voting, one can calculate how many shares are needed to elect a certain number of candidates, and to determine how many candidates a person holding a certain number of shares can elect.

The formula to determine the number of shares necessary to elect a majority of directors is:

$$X = \frac{SN}{D + 1} + 1$$

Weighted ballot

Elect 4 board seats	
You have 67 shares	
You have 268 votes (4x67)	
<input type="checkbox"/>	Joe Smith
<input checked="" type="checkbox"/>	Henry Ford
<input type="checkbox"/>	Jane Doe
<input type="checkbox"/>	Fred Rubble
<input checked="" type="checkbox"/>	Mary Hill

RESULTS:

160 votes for Ford

108 votes for Hill

Corporate ballot

where

X = number of shares needed to elect a given number of directors

S = total number of shares at the meeting

N = number of directors needed

D = total number of directors to be elected

The formula to determine how many directors can be elected by a faction controlling a certain number of shares is:

$$N < \frac{X * (D + 1)}{S}$$

with N becoming the number of directors which can be elected and X the number of shares controlled. This inequality is correct under all circumstances. Under most reasonable circumstances, however, an approximation may be used to the value for N , by reducing the number of shares by 1:

$$N = \frac{(X - 1) * (D + 1)}{S}$$

This approximation addresses the case where the right side of the inequality is an integer. By reducing the number of shares by one, the number of directors is reduced in the equation compared to the inequality. Under reasonable circumstances, the number of directors is reduced by one, yielding the correct answer. This approximation fails however under certain circumstances, such as when the number of shares is 1.

This is equivalent to the Droop quota for each seat desired.

Some Bugzilla installations allow the use of cumulative voting to decide which software bugs most urgently need correcting.^[19]

Tactical voting

Voters in a cumulative election can employ different strategies for allocating their vote.

Plumper votes

Limiting the spread of your votes (**plumping**) can be done under CV by allotting multiple votes to the same candidate. This will help to make that individual more likely to win. The issue of "Plumper Votes" was much to the fore in the early 18th century, when a candidate such as Sir Richard Child was returned for Essex in 1710 with 90% of his votes having been "Plumpers".^[20] This was therefore a sign of his high popularity with those voters. The term is defined by the Oxford English Dictionary as: (verb) "to vote *plump*, to vote straight or without any qualification", (attrib.noun) "*plumper vote*, a vote given solely to one candidate at an election (when one has the right to vote for 2 or more)".^[21]

Voters typically award most, if not all, of their votes to their most preferred candidate.

Spread-out votes

Conversely, spreading out votes can increase the number of like-minded candidates who are elected.

The strategy of voters should be to balance how strong their preferences for individual candidates are against how close those candidates will be to the number of votes needed to win. Consequently, it is beneficial for voters to have good information about the relative support levels of various candidates, such as through opinion polling.

Comparison with single transferable voting

Some supporters of the single transferable vote (STV) method describe STV as a form of cumulative voting with fractional votes. The difference is that the STV method itself determines the fractions based on a rank preference ballot from voters and interactions with the preferences of other voters. (The whole-vote form of STV does not use fractional votes.)

Under Cumulative Voting, a voter may split his or her votes in such a way as to hurt their strongest preferred choice. The ranked choice format of the STV ballot makes it impossible for voters to split their votes among candidates in a manner that hurts their strongest preferred choice. This is because in most systems of STV, no second choice is considered until the first choice candidate has been elected or eliminated.

With cumulative voting, it is possible to "waste" votes by giving some candidates more votes than necessary to win and by splitting the vote among multiple candidates such that none of them win. Under STV, as circumstances permit, surplus votes are transferred away from successful candidates and votes can be concentrated behind a lesser number of candidates to ensure some representation is elected by a particular voting group.

CV is harder to count on some voting equipment, but is easier for voters on strategic grounds if they are unsure about which of their favored candidates needs more of their votes. It also makes it nearly impossible to cast an invalid ballot, although in practice a jurisdiction still may want to limit the number of marks to the number of seats being contested.

See also

- Voting systems
- Panachage
- Quadratic voting

Notes

1. "FairVote - State Regulations on Cumulative Voting for Corporate Boards" (<http://archive.fairvote.org/?page=758>). *archive.fairvote.org*. Retrieved 2016-10-18.
2. Kenney, David (12–14 November 1976). "Cumulative Voting: The great debate over Illinois' unique system of electing legislators: No----ii760912" (<http://www.lib.niu.edu/1976/ii761112.html>). *Northern Illinois University*. Illinois Issues. Retrieved 17 May 2015.

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4. "[FairVote - Illinois' Drive to Revive Cumulative Voting](http://archive.fairvote.org/?page=512)" (<http://archive.fairvote.org/?page=512>). *FairVote*. Retrieved 17 May 2015.
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7. "[FairVote.org | Port Chester will use Cumulative Voting](https://web.archive.org/web/20150919171949/http://www.fairvote.org/news/port-chester-will-use-cumulative-voting/)" (<https://web.archive.org/web/20150919171949/http://www.fairvote.org/news/port-chester-will-use-cumulative-voting/>). *FairVote*. Archived from the original (<http://www.fairvote.org/news/port-chester-will-use-cumulative-voting/>) on 19 September 2015. Retrieved 17 May 2015.
8. "[Landmark Port Chester Cumulative Voting Election to Be Set for June 2010 -- PORT CHESTER, N.Y., Dec. 17 /PRNewswire-USNewswire/](http://www.prnewswire.com/news-releases/landmark-port-chester-cumulative-voting-election-to-be-set-for-june-2010-79549122.html)" (<http://www.prnewswire.com/news-releases/landmark-port-chester-cumulative-voting-election-to-be-set-for-june-2010-79549122.html>). *PR Newswire*. 17 December 2009. Retrieved 17 May 2015.
9. "[Page 2](https://web.archive.org/web/20150217111650/http://portchestervotes.org/Page_2.html)" (https://web.archive.org/web/20150217111650/http://portchestervotes.org/Page_2.html). *Port chester votes*. Archived from the original (http://portchestervotes.org/Page_2.html) on 17 February 2015. Retrieved 17 May 2015.
10. The Proportional Representation Review (September 1903) (online), p. 1, 2
11. Munro, Roderick A.; Maio, Matthew J.; Nawaz, Mohamed B.; Ramu, Govindarajan; Zrymiak, Daniel J. (2008). *The Certified Six Sigma Green Belt Handbook* (<https://books.google.com/books?id=TG4P4aGtqP0C&pg=PA114>). ASQ Quality Press. ISBN 978-0-87389-698-6.
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14. *Cooperatives and Condominiums: Cumulative Voting Revisited* (<https://web.archive.org/web/20110717124912/http://www.stroock.com/SiteFiles/Pub341.pdf>) (PDF), *New York Law Journal*, May 4, 2005, archived from the original (<http://www.stroock.com/SiteFiles/Pub341.pdf>) (PDF) on July 17, 2011, retrieved March 11, 2010
15. *Robert's Rules of Order Newly Revised* (11th ed.), p. 443, lines 34-35 to p. 444, lines 1-7
16. *Robert's Rules of Order Newly Revised* (11th ed.), p. 573, ll. 25-28
17. *Robert's Rules of Order Newly Revised* (11th ed.), p. 443, ll. 27 to p. 444, l. 7
18. "[FairVote - Cumulative Voting](http://archive.fairvote.org/?page=226)" (<http://archive.fairvote.org/?page=226>). *FairVote*. Retrieved 17 May 2015.
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21. Oxford English Dictionary, 2nd ed., 1989 (20 vols.) vol.XI, p.1083

External links

- [The Midwest Democracy Center \(http://www.midwestdemocracy.org/\)](http://www.midwestdemocracy.org/)
 - [Cumulative voting page at FairVote - Center for Voting and Democracy \(http://www.fairvote.org/?page=563\)](http://www.fairvote.org/?page=563)
 - [A Handbook of Electoral System Design \(http://www.idea.int/publications/esd/index.cfm\)](http://www.idea.int/publications/esd/index.cfm) from International IDEA (<http://www.idea.int>)
 - [Electoral Design Reference Materials \(http://www.aceproject.org/ace-en/topics/es\)](http://www.aceproject.org/ace-en/topics/es) from the ACE Project (<http://www.aceproject.org>)
 - [Port Chester \(NY\) voter education site \(http://www.portchestervotes.com\)](http://www.portchestervotes.com)
-

Retrieved from "https://en.wikipedia.org/w/index.php?title=Cumulative_voting&oldid=1091133358"

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Janet Perry

From: Vivian Mendez
Sent: Friday, September 16, 2022 4:37 PM
To: Bambi Turner; Town Clerk
Cc: John D'Agostino; Janet Perry
Subject: FW: PBC Supervisor of Elections Contact Information

I am forwarding the information below from the Palm Beach County Supervisor of Elections Office for informational purposes only.

John, please let me know how you want this information communicated to the Commission.

Sincerely,

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



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

From: Ashley D. Houlihan [mailto:ashleyhoulihan@votepalmbeach.gov]
Sent: Friday, September 16, 2022 4:33 PM
To: Vivian Mendez <vmendez@lakeparkflorida.gov>; John D'Agostino <JD'Agostino@lakeparkflorida.gov>
Subject: Re: PBC Supervisor of Elections Contact Information

Good afternoon,

Apologies for the delay in responding. Pursuant to my conversation with Ms. Mendez, I understand there is a question as to the viability of rank-choice voting for the Town of Lak Park elections.

Unfortunately, at this juncture, there is no system which has been certified in Florida that is capable of tabulating rank-choice votes. As sch, the Supervisors of Elections in Florida do not own equipment of software that has that capability.

As I mentioned to Vivian, however, due to the fact that you have a relatively small number of voters, you might be able to find another vendor or company that can facilitate that kind of election for you. I do not know whether yours specifies, but many charters and city ordinances do not *require* that the County SOE perform municipal elections, so you may have some flexibility in that regard.

I apologize that we cannot be of more assistance but I wish you luck moving forward.

Have a wonderful weekend!

Best Regards,

Ashley Houlihan
General Counsel
Human Resources

P: (561) 656-6200
F: (561) 656-6287
ashleyhoulihan@votepalmbeach.gov

To Register and Check your Voter Status anytime [click here!](#)
Serve as a Palm Beach County Poll Worker [click here!](#)



PLEASE NOTE: Under Florida law, email addresses are public records. If you do not want your email address released, do not send electronic mail to this entity. Instead, contact this office by phone. Florida Statutes, section 668.6076.

*I am a lawyer, but I am not **your** lawyer. The information provided in this email is not intended to be legal advice.*

The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email in error, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.

From: Vivian Mendez <vmendez@lakeparkflorida.gov>
Sent: Wednesday, September 7, 2022 11:48 AM
To: John D'Agostino <jd'Agostino@lakeparkflorida.gov>
Cc: Wendy Sartory Link <wendylink@votepalmbeach.gov>; Ashley D. Houlihan <ashleyhoulihan@votepalmbeach.gov>
Subject: PBC Supervisor of Elections Contact Information

Caution: This is an external email. Please be careful when clicking links or opening attachments. Think before you click! When in doubt, just contact your IT Department.

John,

I understand that you have been attempting to reach the PBC SOE's Office for quite some time to discuss the Town of Lake Park's voting system. Below is the contact information for SOE Sartory Link and the SOE General Council Ashley Houlihan. The general phone number to the SOE is 561-656-6200. I have copied them both on this email in an attempt to get a response from the office. If you need further assistance from me please let me know.

Wendy Sartory Link - wendylink@votepalmbeach.gov
Ashley D. Houlihan - ashleyhoulihan@votepalmbeach.gov

Sincerely,

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



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New Business

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No. 9

Agenda Title: Next Steps for Tennis and Pickleball Programs

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

Approved by Town Manager  Date: 9-27-22

Riunite Franks Digitally signed by Riunite Franks
DN: cn=Riunite Franks, ou=Town of Lake Park, ou=Special
Events Department, email=frank@lakparkflorida.gov,
c=US
Date: 2022.09.26 15:57:22 -0400

Name/Title

Originating Department: Special Events	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: • 2020 RFP for Tennis Center Management and Maintenance Service
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone ____ OR Not applicable in this case <u>RCF</u> Please initial one.

Summary Explanation/Background:

At the September 21, 2022 Commission Meeting, the Town Commission voted to terminate the Agreement for Tennis Center Management and Maintenance Service with Elite Sports and Recreation Management and move forward with a new Request for Proposal (RFP).

The previous RFP in 2020 (see attachment) was for a tennis program only. However, the bidders were also given the option to provide an alternate proposal identifying a secondary proposed sport as well as the number of courts that will be used. The secondary proposed sport requirements included the use of at least one tennis court and had to be played using a racquet and/or paddle, including, but not limited to: Badminton, Pickleball and Soft

Tennis. As a requirement of the previous agreement with Elite Sports and Recreation Management, the Town resurfaced and restriped the courts located in Kelsey and Lake Shore Park. Currently we have two (2) tennis courts located in Kelsey Park (for the general public) as well as two (2) tennis courts and eight (8) pickleball courts located in Lake Shore Park.

At this time, staff would like direction from the Town Commission on the structure of the new RFP. All courts can be restriped to either tennis and/or pickleball courts for a nominal fee.

RFP Options:

1. Leave the tennis and pickleball courts in their current condition and find a provider that can offer both a tennis and pickleball program. This would leave us with two (2) tennis courts in Kelsey Park (for the general public) as well as two (2) tennis courts and eight (8) pickleball courts in Lake Shore Park.
2. Restripe one (1) of the pickleball courts in Lake Shore Park, revert it to a tennis court and find a provider that can offer both a tennis and pickleball program. This would leave us with two (2) tennis courts in Kelsey Park (for the general public) as well as three (3) tennis courts and four (4) pickleball courts in Lake Shore Park.
3. Restripe all of the pickleball courts in Lake Shore Park and revert them to tennis courts and find a provider that can offer a tennis program only. This would leave us with two (2) tennis courts in Kelsey Park (for the general public) as well as four (4) tennis courts in Lake Shore Park. No pickleball courts will remain with this option.

Recommended Motion: At the Town Commissions discretion based on the information provided.

TOWN OF LAKE PARK
LEGAL NOTICE

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

TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES
REQUEST FOR PROPOSALS (RFP) 108-2020

The Town of Lake Park desires to engage the services of a professional or an organization (hereinafter the Operator) to direct and oversee the operations and maintenance of the Lake Park Tennis Center (LPTC). The services solicited are for the operation of the LPTC and the supervision of the activities which occur at the LPTC. The selected Operator of the LPTC would be responsible for the hiring and supervision of any professionals or employees; its fiscal management; scheduling courts for individual and league play; and providing certified professionals for individual and group tennis lessons.

In order to be considered for an award of contract, **four (4) sealed proposals for TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES must be received no later than 10:00 A.M. Eastern Time on September 11, 2020** at the Town of Lake Park Town Hall, located at 535 Park Avenue, Lake Park, FL 33403. Proposals received after this time will be returned unopened.

The Request for Proposals (RFP) which contains the specifics of the services to be provided are available from the Office of the Town Clerk, located at 535 Park Avenue, Lake Park, Florida 33403-2603. You can request an RFP packet by emailing townclerk@lakeparkflorida.gov . All questions concerning the RFP shall be emailed to the Office of the Town Clerk at townclerk@lakeparkflorida.gov .

All responses to the RFP shall be submitted in a sealed envelope with the Operator's name, the name and number of the RFP, and the opening date of the RFP clearly presented on the outside of the envelope which contains the Operator's response to the RFP.

RFPs will be opened and read aloud in the Town's Commission Chambers at 2:00 P.M. on September 11, 2020. It is anticipated that the Town Commission will select and award a contract to an Operator at a public meeting during the month of November 2020.

Vivian Mendez, Town Clerk, MMC
Published on: August 9, 2020, Palm Beach Post
Town of Lake Park, Florida

GENERAL CONDITIONS AND INSTRUCTIONS

The Town of Lake Park (Town) desires to engage the services of a Professional or Organization (hereinafter referred to as "Operator") to direct and oversee the operations and maintenance of the Lake Park Tennis Center (LPTC) located at 701 Lake Shore Drive, Lake Park, Florida 33403. The responsibilities of the selected Operator include the operation of the LPTC and its fiscal management; hiring, employing and supervising any professionals or employees; scheduling the use of the tennis courts for individual and league play; and offering individual, and group tennis lessons.

The Operator is expected to offer instruction by certified professionals to individuals and groups; schedule league play; and operate and promote the general use of the LPTC.

All the duties and responsibilities set forth as part of this solicitation shall be performed by the Operator and are subject to the advice and direction of the Town's Special Events Director, excluding the fiscal management of the LPTC which shall be the responsibility of the Town's Finance Department. Although the Operator will have oversight of and responsibility for the day-to-day operations of the LPTC, the Town reserves the right to determine whether the Operator's performance is strictly in accordance with this solicitation and any standards established by the Town's Special Events Director pertaining to the quality of the services provided.

The Town operates two sets of tennis courts. There are two courts at Kelsey Park which are designated for unlimited public use on a first come first serve basis. There are four tennis courts at Lake Shore Park. The courts which are the subject of this solicitation are only the courts at Lake Shore Park.

ACCEPTANCE OR REJECTION OF RFP Prior to the date established for the submission of responses to the RFP, the Town reserves the right at any time to modify, waive, or vary any of the terms and conditions of this RFP including, but not limited to, deadlines for submission, the submission requirements, and the services being solicited. The Town further reserves the right to reject any or all submittals, or cancel or withdraw this RFP at any time prior to the Commission making an award. After the award to the successful Operator, the exact terms of the contract shall be the subject of a mutually acceptable contract between the Town Manager and the successful Operator.

ADDITIONAL INFORMATION Each Operator shall examine all parts of the RFP and evaluate the adequacy and accuracy of it. The Town shall not be responsible for any oral interpretations made by any Town employee, representative, or others as to the contents of the RFP. No plea of ignorance by the Operator of RFP shall be considered due to the failure or omission of the Operator to evaluate the requirements expressed in the RFP. In the event a proposed Operator, after evaluation of the RFP requires any additional information, explanation or clarification of the terms of the RFP, or the interpretation thereof, such inquiries or questions or comments shall be submitted by 1:00 P.M. Eastern Time on August 21, 2020 to:

Vivian Mendez, MMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403-2603
Telephone: (561) 881-3311
Facsimile: (561) 881-3314

The RFP title and number, Operator's name, address, phone number, email address, and if it has one, a facsimile number shall be referenced on all correspondence directed to the Town. Should any questions or responses require revisions to the specification of services as originally published in the RFP, such revisions shall be provided to all respondents by the Town Clerk as a formal amendment. Any questions regarding this RFP shall be in writing or via email directed to the Town Clerk at townclerk@lakeparkflorida.gov. The questions and answers directed to the Town Clerk shall be provided to Operators who have submitted a proposal.

The issuance of a formal written amendment is the only official method whereby interpretation, clarification, or additional information shall be provided by the Town. If any amendments are issued to this RFP, the Town shall notify all proposed Operators of the amendment.

PROFESSIONAL OR ORGANIZATION CERTIFICATION Submission of a signed proposal is the proposed Operator's certification that it will accept an award, if made by the Commission.

PROPOSAL WITHDRAWAL No proposal may be withdrawn after it has been submitted unless the proposed Operator makes a written request or email to the Town Clerk prior to the time set for the opening of proposals, or unless the Commission fails to award a contract within 90 days after the date fixed for opening proposals.

OPERATOR'S RESPONSIBILITY Before submitting the proposal, each Operator shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the Town in the RFP.

EXPENSES INCURRED IN PREPARING PROPOSAL The Town accepts no responsibility for any expenses incurred by the proposed Operator in its preparation of its proposal to the Town.

INSURANCE As part of the terms of the contract the successful Operator will be required to execute with the Town, the Operator will be expected to retain and maintain during the term of the contract, the following insurance coverages and minimum limits of liability:

- a. **WORKERS' COMPENSATION INSURANCE** for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. **EMPLOYERS LIABILITY** limits are required to be not less than \$1,000,000.00 EACH

ACCIDENT; \$1,000,000.00 DISEASE-POLICY LIMIT; AND \$1,000,000.00 DISEASE-EACH EMPLOYEE.

b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1 million, Per Occurrence, Premises and Operations, Independent contractors, Products and Completed Operations, Personal and Advertising Injury, and including evidence of coverage limits for Abuse and Molestation of no less than \$1 million. \$2 million aggregate.

LATE RFP REJECTION The Town is not responsible for the delivery of any proposal. All proposals received by the Town Clerk after the time stated in the RFP, shall be returned unopened, and shall not be considered.

LICENSES AND REGISTRATIONS The successful Operator is expected to obtain and maintain any licenses required to perform the services described within the RFP pursuant to the laws of Palm Beach County, the Town, or the State of Florida. Every proposer submitting a proposal shall include a copy of its Business Tax Receipt or a written statement on company letterhead indicating the reason a Business Tax Receipt is not necessary. The successful Operator will be expected to obtain a Business Tax Receipt from the Town.

PUBLIC ENTITY CRIMES No proposal shall be accepted from an Operator, or any person or affiliate employed by it who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal.

RELATION OF TOWN The successful Operator shall be legally considered an independent contractor and its employees shall not be considered employees or agents of the Town.

1.0 SCOPE OF WORK

The Town is soliciting proposals from a qualified and experienced professional or organization (hereinafter Operator) to direct and oversee the operations and maintenance of the Lake Park Tennis Center (LPTC) located at 701 Lake Shore Drive, Lake Park, Florida 33403. This will include assuming primary responsibility for the operation of the LPTC, to include fiscal management coordinated with the Finance Department, scheduling of courts, offering of individual and group lessons, scheduling league play, and supervision of the LPTC's facilities and the Operator's contracted staff.

The Town operates under a Town Commission/Town Manager form of municipal government and provides the following services as authorized by its Charter: public works (streets, urban beautification, trees), community development (economic development, planning-zoning, building inspections), sanitation, parks, culture-recreation, stormwater control, public improvements, a public library, and general administrative services. The Town's estimated population is 8,645 (US Census estimate).

1.1 Instructions

This entire set of documents constitutes the RFP. The proposed Operator shall submit its response to the RFP with all information requested information. The proposed Operator's notes,

exceptions, and comments may be submitted as an attachment, provided the same format of this RFP text is followed. All proposals shall be submitted in a sealed envelope with the proposed Operator's name, RFP name, number, and opening date, clearly stated on the outside of the envelope. The proposed Operator shall provide a response to each requirement of the RFP.

1.2 Employees

The Operator shall identify all employees it anticipates employing for the performance of the services. The failure to list all employees who will be employed by the Operator may be grounds for disqualification in the event an award of a contract is made by the Commission. The Town retains the right to accept or reject any employee proposed in the response of successful Operator prior to the execution of the contract. Any and all liabilities regarding the Operator's employees are the responsibility of the successful Operator and insurance for its employees shall be maintained as described hereinabove throughout the duration of the contract. The successful Operator's employees are not employees of the Town. The Operator shall include in the proposal shall provide a list confirming the contractual staff employees it intends to utilize to perform the services solicited in the RFP.

1.3 Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) shall be promptly reported in writing to the Town Clerk. Should it be necessary, a written addendum will be incorporated into the RFP.

1.4 Disqualification

The Town reserves the right to disqualify proposals before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Operator.

1.5 Acceptance or Rejection of Proposals

The Town reserves the right to waive any immaterial defect or informality in any proposals or to reject any or all proposals in whole or in part, or to reissue an entirely new Request for Proposals.

1.6 Receipt of Proposals

The Town will accept sealed Proposals no later than 10:00 a.m. Eastern Time on September 11, 2020 at the Town of Lake Park Town Hall, located at 535 Park Avenue, Lake Park, Florida 33403. Four sealed Proposals shall be submitted to the Town Clerk. Proposals submitted after this deadline will be rejected and returned unopened.

2.0 SERVICES / RESPONSIBILITIES

The Operator shall be generally responsible for the overall operation of the LPTC, including, its fiscal management, the scheduling of courts, providing individual and group lessons, scheduling league play, and the maintenance of the facilities. More particularly, the Operator shall:

- Maintain membership as a United States Professional Tennis Association (USPTA) be certified as a USPTA Professional or Organization.

- Provide sufficient qualified staff to support the programs offered.
- Maintain and manage a schedule for the use of the courts.
- Establish the rates for individual and group tennis lessons, and league play.
- Provide individual and group tennis lessons and schedule league play.
- Provide the Town's Special Events Director with a monthly schedule, one week in advance of each month within one week of the next month. If there are any changes in the monthly schedule, provide the Special Events Director with as much written advance notice as possible.
- Supervise any professional instructors or employees.
- Coordinate two annual fundraising tournaments, in cooperation with the Special Events Director, the net proceeds of which will be deposited as a revenue to the Special Events Department budget to be used for purchase of materials and equipment for the maintenance of the LPTC.
- Schedule a minimum of five free one hour lessons per week for children between the ages of 6 and 16 who are residents of the Town (proof of residency is required). During the school year, the lessons will be conducted after school. During the summer, the timing of the free lessons shall be the discretion of the Operator.
- Coordinate and schedule two half day events for the Town's summer camp program.
- Maintain an office schedule consisting of a minimum of 10 hours per week for administrative functions and duties.
- Maintain the following Hours of Operation of 8:00 a.m. to 10:00 p.m. as follows:
 1. Open every day throughout the year, weather permitting, at hours which are consistent with industry practices and the Town's needs, as determined by the Special Events Director.
 2. The LPTC shall be closed on Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Day.
- Maintain the restrooms located in Lake Shore Park and Kelsey Park by opening them at 8:00 a.m. and closing them at 10:00 p.m.
- Court Schedule: At all times, a minimum of two courts shall be available for general public use. This schedule may be revised from time to time by the Town.
- Provide all equipment, including balls, ball machines, racquets and any other necessary equipment, required to conduct individual and group lessons, and league play.
- Secure and maintain all licenses necessary to do business in Palm Beach County, Florida, the Town of Lake Park, and the State of Florida. The cost of the licenses shall be the Operator's responsibility.

- THE OPERATOR SHALL BE RESPONSIBLE FOR THE PAYMENT OF ANY FEDERAL, STATE, OR LOCAL TAXES, WORKERS' COMPENSATION AND ANY INCOME TAXES OF THE OPERATOR.

2.1 Maintenance Responsibilities of the Operator:

The maintenance of all tools, materials, screens, and necessary equipment for the LPTC consisting of the following:

1. The daily removal of all leaves from all six tennis courts with a leaf blower.
2. Periodically throughout the day as necessary, and at the end of each day, all trash and balls shall be removed from the courts. All trash shall be deposited into trash containers.
3. Zip-tying and/or replacing any windscreen or nets for the courts that may have become loose or ripped.
4. Unlock all gates at 8:00 a.m. and lock all gates at 10:00 p.m.
5. Unlock the restrooms at Lake Shore and Kelsey Park at 8:00 a.m. and lock them at 10:00 p.m. daily.
6. Perform a weekly inspection of the LPTC and identify any areas or facilities in need of maintenance or repairs. In the event there is a need for repairs or maintenance, promptly inform the Special Events Director.

2.2 Maintenance Responsibilities of the Town

1. Pay for water and sewer services, trash collection, telephone, internet, and cable television.
2. As budgeted, make repairs and capital improvements including but not limited to:
 - a. Fences
 - b. Light fixtures
 - c. Irrigation system for the courts
 - d. Pressure wash concrete and canopies twice per year
 - e. Maintain clean public restrooms.

2.3 Management Compensation

The Operator's direct earned revenues from operation of the LPTC are limited to compensation received for private lessons, and league play.

3.0 GENERAL TERMS AND CONDITIONS OF THE RFP

3.1 Acceptance/Rejection

The Town reserves the right to: accept or reject any or all proposals; to select an Operator who, in the opinion of the Town, will be the most advantageous to the Town or to reject an Operator who, in the sole opinion of the Town is not in a position to perform the requirements of this RFP.

The Town further reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFP.

3.2 Legal Requirements

This RFP is subject to all applicable Federal, State, County, and town laws, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge of applicable laws, rules or regulations shall in no way be cause for relief from responsibility.

3.3 Business Tax Receipt Requirement

The selected Operator is expected to obtain a County and Town Business Tax Receipt.

3.4 Review of Proposals for Responsiveness

Each Proposal shall be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A “responsive” proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive. A responsible Proposer is one that has the capability in all respects to fully perform the requirements set forth in the Proposal, and that has the integrity and reliability, which will assume good faith performance.

3.5 Collusion

By submitting a proposal, the Proposer certifies that its Proposal is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a proposal for the same services, or the Town. The Proposer certifies that its Proposal is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and Code of Ethics laws. The Town shall investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all Proposals where collusion may have occurred.

4.0 CONE OF SILENCE

A PROPOSER SHALL NOT COMMUNICATE WITH ANY TOWN ELECTED OR APPOINTED OFFICIAL OR EMPLOYEE OTHER THAN THE TOWN CLERK PRIOR TO THE TIME AN AWARD HAS BEEN MADE BY THE TOWN COMMISSION. ALL COMMUNICATIONS BETWEEN THE PROPOSER AND THE TOWN SHALL BE SUBMITTED TO THE TOWN CLERK. ANY VIOLATION OF THE CONE OF SILENCE SHALL BE GROUNDS FOR DISQUALIFICATION.

5.0 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

The following information and documents are required to be provided with Operator’s response to this RFP. Failure to do so may deem the Proposal non-responsive. When responding to this RFP, all Proposers shall adhere to the guidelines defined below. Any Proposal that does not follow the prescribed format may be disqualified at the discretion of the Town.

6.0 PROPOSAL FORMAT

Proposers shall follow the format and instructions outlined below, observing all formatting requirements where indicated. Proposals must contain the information itemized below and in the

order indicated. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. The Proposer shall submit one (1) original and three (3) copies of your Proposal.

The response to this solicitation shall be presented in the following format. Failure to do so may deem the proposal non-responsive.

1. Cover Page

The cover page must include the Operator's name; Contact Person; Primary Office Location; Local Business Address, if applicable; Business Phone and Fax Numbers; Title of RFP; RFP Number.

2. Table of Contents

The table of contents shall list, in sequential order, the major sections of the Proposal as listed below, including all other relevant documents requested for submission. All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3. Executive Summary

A signed and dated detailed narrative summary of not more than three pages containing the Operator's overall qualifications and experience, and ability and capability to perform required services must be contained in the submittal. The Operator shall include the name of the organization, business phone and contact person and provide a detailed narrative summary of the work to be performed.

4. Operator's Qualifications and Experience

- a) **Describe** in a detailed narrative response the Operator's organizational history, including years the Operator has been in business providing a similar service(s), and indicate whether the Town has previously awarded any contracts to the Operator.
- b) **Provide** a list of not less than three references within the past five years for whom similar services were performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization. The Town reserves the right to contact any reference provided as part of the evaluation.
- c) **Provide** copies of resumes.
- d) **Provide** evidence that the Operator shall be a current United States Professional Tennis Association (USPTA) member and shall be certified as a USPTA Professional.
- e) **Provide any** current licenses held by the Operator to do business in Palm Beach County, Florida; Town; and the State of Florida.

5. Ability and Capability to Perform Required Services

- a) **Provide** a detailed schedule of the types of programs to be offered.
- b) **Provide** a detailed description of the rates for individual and group lessons, and league play.
- c) **Describe** in a detailed narrative response the process of how the Operator proposes to

- engage the residents of the town to participate in the programs to be offered.
- d) **Describe** in a detailed narrative response of the types of equipment that will be provided to perform required services.
 - e) **Describe** in a detailed narrative response the two annual fundraising tournaments that will be scheduled.

7.0 LICENSE FEE

In exchange for the right to give private lessons and to conduct tennis programs at the LPTC, the Operator shall pay to the Town an annual license fee of _____, to be paid in monthly installments, such installments to be due and paid to the Town on the first day of each month. After the first year, the fee shall increase by 3 percent for each renewal.

8.0 RESPONSE FORMAT

One (1) original and three (3) copies of the complete proposal must be submitted to:

Vivian Mendez, MMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403-2603

Responses must be sealed and clearly marked on the outside of the package referencing:

- **RFP NO.: 108-2020 - TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES**
- **Name of Proposer; and**
- **RFP Opening Date**

Responses received after that date and time shall **not be accepted** and shall be returned unopened.

Proposals received at any other location than the aforementioned or after the proposal submission date and time shall be deemed non-responsive.

Proposals shall remain valid for at least 180 days.

Following the award of the RFP, a contract will be prepared and submitted to the Operator selected for signature.

9.0 EVALUATION CRITERIA

Proposals shall be evaluated based upon the following criteria and weight:

CRITERIA

PERCENTAGE

Proposer’s Qualifications and Experience	20	%
License Fee Proposal Amount	35	%
Proposer’s Ability and Capability to Perform Required Services	45	%
	100	%

10.0 ALTERNATE PROPOSALS

Multiple proposals submitted by a proposed Operator SHALL be clearly identified as “ALTERNATE PROPOSAL” and displayed as such on the front of the sealed envelope. The Town reserves the right to accept or reject “Alternate” proposals for any reason or no reason at all. All alternate proposals shall clearly identify the secondary proposed sport as well as the number of courts that will be used. For the purpose of this RFP, an alternate proposal is one that requires the use of at least one tennis court and is played using a racquet and/or paddle, including, but not limited to: Badminton, Pickleball and Soft Tennis. If multiple proposals from the same Operator are received and there is no distinguishing markings indicating which the “alternate” proposal is, then the first proposal opened shall be considered as the proposal. Alternate proposals shall comply with the terms and conditions specified in the RFP.

11.0 INSTRUCTIONS FOR SUBMITTING ALTERNATE PROPOSAL

The following information and documents are required to be provided with any Alternate proposal to this RFP. Multiple proposals submitted by an Operator shall not be accepted, unless said additional proposals are identified as “Alternates”. The Town may accept or reject ‘Alternate’ proposals, in its best interest. All Alternate proposals must acknowledge tennis as the main program and any additional sport or program as secondary. Alternate proposals must comply with the terms and conditions of the RFP and must contain all required documents as specified in the RFP.

12.0 ALTERNATE PROPOSAL FORMAT

The following documentation shall be included as a minimum in the alternate proposal submission:

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. Alternate Proposals must contain the information itemized below and in the order indicated. Alternate Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. The Proposer must submit one (1) original and three (3) copies of your Alternate Proposal.

The response to this solicitation shall be presented in the following format. Failure to do so may deem the proposal non-responsive.

1. Cover Page

The cover page must include the Operator’s name; Contact Person for the RFP; Primary Office Location; Local Business Address, if applicable; Business Phone and Fax Numbers; Title of RFP; RFP Number.

2. Table of Contents

The table of contents must outline, in sequential order, the major sections of the alternate proposal as listed below, including all other relevant documents requested for submission. All pages of the alternate proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3. Executive Summary

A signed and dated detailed narrative summary of not more than three (3) pages containing the Operator's overall qualifications and experience, and ability and capability to perform the secondary sport or program must be contained in the submittal. The Operator shall include the name of the organization, business phone and contact person and provide a detailed narrative summary of the work to be performed by the Operator.

4. Professional's or Organization's Qualifications and Experience

a) **Describe** in a detailed narrative response the Operator's organizational history, including years the Operator has been in business providing the secondary sport or program, and indicate whether the Town has previously awarded any contracts to the Operator.

b) **Provide** a list of not less than three references within the past five years for whom the secondary sport or program was performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization. The Town reserves the right to contact any reference as part of the evaluation.

c) **Provide** copies of resumes of the Operator and employees.

d) **Provide** evidence that the Operator is a certified member of the United States Association that is affiliated with the proposed secondary sport or program.

e) **Provide** current licenses necessary to do business in Palm Beach County, Florida; Town; and the State of Florida.

5. Ability and Capability to Perform Required Services

a) **Provide** a detailed schedule for the proposed secondary sport or program.

b) **Provide** a detailed description of the rates for individual and group lessons, and league play of the proposed secondary sport or program.

c) **Describe** in a detailed narrative response the process of how you will engage the residents of the Town to participate in the secondary sport or program.

d) **Describe** in a detailed narrative response the type of equipment that will be provided to perform proposed secondary sport or program.

e) **Describe** in a detailed narrative response the two annual fundraising tournaments that will be scheduled for the secondary sport or program

13.0 ALTERNATE PROPOSAL LICENSE FEE

In exchange for the right to give private lessons and to conduct secondary sport programs at the LPTC, the Operator shall pay to the Town an annual license fee of _____, to be paid in

monthly installments, such installments to be due and paid to the Town on the first day of each month. After the first year, the fee shall increase by 3 percent for each renewal.

14.0 ALTERNATE PROPOSAL RESPONSE FORMAT

One (1) original and three (3) copies of the complete proposal must be submitted to:

Vivian Mendez, MCMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403-2603

Responses shall be sealed and clearly marked **ALTERNATE PROPOSAL** on the outside of the package referencing:

- **RFP NO.: 108-2020 - TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES**
- **Name of Proposer; and**
- **RFP Opening Date**

Responses received after that date and time will not be accepted and shall be returned unopened.

Alternate proposals received at any other location than the aforementioned or after the RFP submission date and time shall be deemed non-responsive.

Alternate proposals shall remain valid for at least 180 days. Upon award of a contract, the contents of the Alternate proposal of the successful Operator may become part of the contract, at the Town’s discretion.

The Operator shall provide a response to each issue. Alternate proposals shall be prepared in a concise manner with an emphasis on completeness and clarity.

15.0 ALTERNATE PROPOSAL EVALUATION CRITERIA

Alternate Proposals shall be evaluated based upon the following criteria and weight:

<u>CRITERIA</u>	<u>PERCENTAGE</u>	
Proposer’s Qualifications and Experience	20	%
Amount of the License Fee Proposed	35	%
Proposer’s Ability and Capability to Perform Required Services	45	%
	100	%

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No. 10

Agenda Title: REQUEST TO WAIVE FEES FOR 100TH BIRTHDAY PARTY IN MIRROR BALLROOM

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

Approved by Town Manager


Date:

9-27-22

Riunite Franks

Digitally signed by Riunite Franks
DN: cn=Riunite Franks, o=Town of Lake Park,
ou=Special Events Department,
email=riunitefranks@lakeparkfl.com, c=US
Date: 2022.09.27 13:30:24 -0400

Name/Title

<p>Originating Department:</p> <p>Special Events</p>	<p>Costs: \$210.00</p> <p>Funding Source: Special Events Department Budget</p> <p>Acct: 600-14000</p> <p><input type="checkbox"/> Finance</p> 	<p><u>Attachments:</u></p> <ul style="list-style-type: none"> • Facility Rental Application and Invoice
<p>Advertised:</p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone</p> <p>RCE</p> <p>OR</p> <p>Not applicable in this case _____</p> <p>Please initial one.</p>

Summary Explanation/Background:

On September 9, 2022, the Special Events Department received an email from Ms. Claudette Williams regarding the rental of the Mirror Ballroom for a birthday party in honor of her mother, Ms. Hepsey Williams. Ms. Williams, the mother of six children, has been a Lake Park resident for 33 years residing at 511 Bayberry Drive. On October 10, 2022 Ms. Williams will celebrate her 100th birthday. Her children, grandchildren and other loved ones are looking forward to celebrating this milestone with Ms. Williams on Saturday, October 15 in the Mirror Ballroom.

At this time, the family has requested that the Town waive the fees associated with the rental, including the refundable security deposit, facility rental fee and staff fee. If the Town Commission is unable to waive the fees, the family is requesting to pay the resident rate for the rental. If the fees are

REQUESTED CATEGORY	VALUE (monetary or other)	TOTAL
Mirror Ballroom Refundable Security Deposit	\$500.00 flat fee	\$500.00 (Indirect Cost)
Mirror Ballroom Rental Fee	Rental: \$130.00 per hour (4 hours) Set-Up and Breakdown: \$60.00 per hour (3 hours) Sales Tax: 7%	\$749.00 (Indirect Cost)
Staff Fee	\$30.00 per hour	\$210.00 (Direct Cost)

Recommended Motion: I approve the requests made by Ms. Claudette Williams to waive the fees associated with the rental of the Mirror Ballroom on Saturday, October 15, 2022.



TOWN OF LAKE PARK

535 Park Avenue
Lake Park, FL 33403
561-840-0160

FACILITY RENTAL INVOICE

NAME: Claudette Williams
ADDRESS: 736 Neuse Avenue
Orlando, FL 32804
PHONE: 407-401-2276
EVENT DATE: October 15, 2022
EVENT TIME: 3:00 pm to 7:00 pm
SET-UP TIME: 1:00 pm to 3:00 pm
BREAK DOWN TIME: 7:00 pm to 8:00 pm
EVENT TYPE: 100th Birthday Party
LOCATION: Mirror Ballroom **NO. OF PEOPLE** 100

RENTAL (Plus 7% Tax)		
RFRNT Resident Fee	\$ _____ /HR* X _____ HRS	\$ _____
RFRNT Non-Resident Fee	\$ <u>130.00</u> /HR* X <u>4</u> HRS	\$ <u>520.00</u>
* Plus \$30/hr Personnel Fee (see below)		
RFRNT Flat Rate Rental Fee	\$ _____	\$ _____
RFRNT Set-up/Breakdown	\$60.00/HR X <u>3</u> HRS	\$ <u>180.00</u>
	RENTAL FEE	\$ <u>700.00</u>
RFTAX	TAX 7% (On Rental Fee only)	\$ <u>49.00</u>

TOTAL RENTAL FEE (From above taxed box) \$ 749.00

DEPMB/DEPPV **DEPOSIT** \$ 500.00

RSCUR ***PERSONNEL \$30.00/HR X 7 HRS =** \$ 210.00

TOTAL: \$ 1,459.00

PAID TODAY: \$ _____

(14 days prior to the Event) (**Balance Due Date** 9 / 30 / 22) **BALANCE DUE:** \$ 1,459.00

NOTES: _____



Town of Lake Park Facility Rental Application

Date of Event: Saturday, October 15, 2022

Time of Event: 3:00pm to 7:00pm

Set-up Time: 1:00pm to 3:00pm

Breakdown Time: 7:00pm to 8:00pm

Rental Facility

- Town Hall:** Mirror Ballroom
- W. Ilex Park:** Picnic Pavilion
- Kelsey Park:** Entire Park Gazebo
- Lake Shore Park:** Entire Park Indoor Pavilion
- Lake Shore Park:** Picnic Pavilions (North, South, Playground)

Purpose of Rental: 100th Birthday Party

Requests: Alcoholic Beverages Bounce House
 Special Events Permit Required

Contact Information:

Name: Claudette Williams

Organization: _____

Address: 736 Neuse Ave, Orlando, FL 32804

Honoree Address: 511 Bayberry Drive, Lake Park, FL, 33403

Home: () _____ - _____ **Cell:** (407) _____ 401 - _____ 2276

Work: () _____ - _____ **E-mail:** _____

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

Renter: X Claudette Williams **Date:** 09/26/2022

Lake Park Staff: X Sara Noyes **Date:** 9/26/22

TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No. 11

Agenda Title: SPONSORSHIP REQUEST FROM THE ORGANIZER OF THE VETS DAY CAR SHOW AND CELEBRATION OF LIFE PROPOSED FOR SUNDAY, NOVEMBER 13, 2022

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *J. McGehee* Date: 9-26-22

Name/Title

<p>Originating Department: Special Events</p>	<p>Costs: \$ 930.00 (Total for direct costs of event) Funding Source: Acct. <input type="checkbox"/> Finance <u><i>[Signature]</i></u></p>	<p>Attachments:</p> <ul style="list-style-type: none"> • Special Event Permit Application • Public Works Memo • Facility Rental Invoice and Application
<p>Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone <u>RCF</u> OR Not applicable in this case _____ Please initial one.</p>

Summary Explanation/Background:

A special event permit application was submitted by Stefanie Scott as the organizer of the Vets Day Car Show and Celebration of Life. The permit application is proposing the event to be held in Kelsey Park on Sunday, November 13, 2022 from 8:00 am – 4:00pm. Stefanie Scott is the wife of the original Vets Day Car Show organizer, Mike Scott who passed away earlier this year. Stefanie is now working with the Town’s Special Events Department and is requesting that this

event be co-sponsored by the Town of Lake Park. The Town has co-sponsored this event on an annual basis for several years. The event is an asset to the Town and the organizer is committed to continuing this partnership on an annual basis. Co-sponsoring would provide the organizer some relief on our Town application fees; facility rental and deposit fees; as well as Public Works personnel fees. More specifically, as a co-sponsor, the organizer would benefit from the following services and waiver of fees:

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 	No monetary value	N/A
<p style="text-align: center;">Certificate of Insurance</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.</p>	No monetary value unless a claim is received	No monetary value unless a claim is received
<p style="text-align: center;">Security Deposit</p> <p>The organizer would like to have the Kelsey Park Refundable Security Deposit Fee waived.</p>	\$1,000.00	\$1,000.00 (Indirect Cost)
<p style="text-align: center;">Rental Fee</p> <p>The organizer would like to have the Kelsey Park Rental Fee waived.</p>	\$600.00 flat rate rental fee \$42.00 tax	\$642.00 (Indirect Cost)
<p style="text-align: center;">Application Fee</p> <p>The organizer would like to have the Special Event Permit Application Fee waived.</p>	\$50.00	\$50.00 (Indirect Cost)
<p style="text-align: center;">Staff Fee</p> <p>The organizer would like to have the Staff Fee waived.</p>	\$30.00 per hour	\$300.00 (Direct Cost)
<p style="text-align: center;">Public Works Department</p> <p>The organizer would like to have the Sanitation Service Fee from the Public Works Department waived. Sanitation Service – Delivery of (6) 95 gallon cans, with after-event emptying and disposal. (3) hours at \$35.00 per hour.</p>	\$35.00 per hour	\$105.00 (Direct Cost)

<p>Public Works Department The organizer would like to have the Special Event Parking Set Up Fee from the Public Works Department waived.</p>	<p>\$525.00 flat rate special event parking set up fee</p>	<p>\$525.00 (Direct Cost)</p>
<p align="center"><u>TOTAL WAIVERS IF THE TOWN IS APPROVED TO CO-SPONSOR:</u></p> <p align="center"><u>Direct Costs - \$930.00</u></p> <p align="center"><u>Indirect Costs - \$1,692.00</u></p>		

Recommended Motion: I approve the requests made by the organizer of the Vets Day Car Show and Celebration of Life to be held on Sunday, November 13, 2022 in Kelsey Park.



DATE/TIME RECEIVED:
September 14, 2022
SN

**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 Special Events Department not less than thirty **(30) 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):

Stefanie Scott

Name of Event:

Vets Day Car Show and Celebration of Life

Address/Location of Event:

Kelsey Park - 601 US Highway 1, 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	November 13	Sunday	7:00 (X) AM () PM	5:00 () 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: Stefanie Scott

Address: 1411 SE Federal Highway, #118

State/Zip Hobe Sound, FL 33455

CONTACT PHONE: 772-834-8028

Alternate Phone # _____

Fax: _____

E-mail: _____

Description and Purpose of the Event

Vets Day Car Show & Celebration of Live for Mike "The Striper" Scott. Event requires a \$20.00 registration which is open to all early and late model vehicles. Trophies will be awarded in more than 20 classes, including the Mike Scott Memorial Award.

Estimated number of participants? 500

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

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

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

****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) Request from Town Commission in 2018 to close the outside lanes of Park Avenue to allow for event attendee parking.

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

- Road closure - Outside lanes of Park Avenue
- 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 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 KELSEY PARK)
- 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.

(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 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:

SEE ATTACHED SITE PLAN

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:

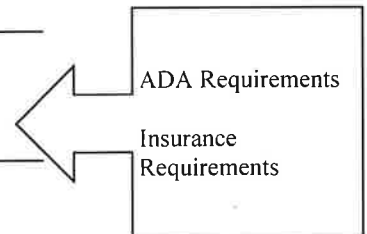
_____ DATE: _____

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: Stefanie Scott

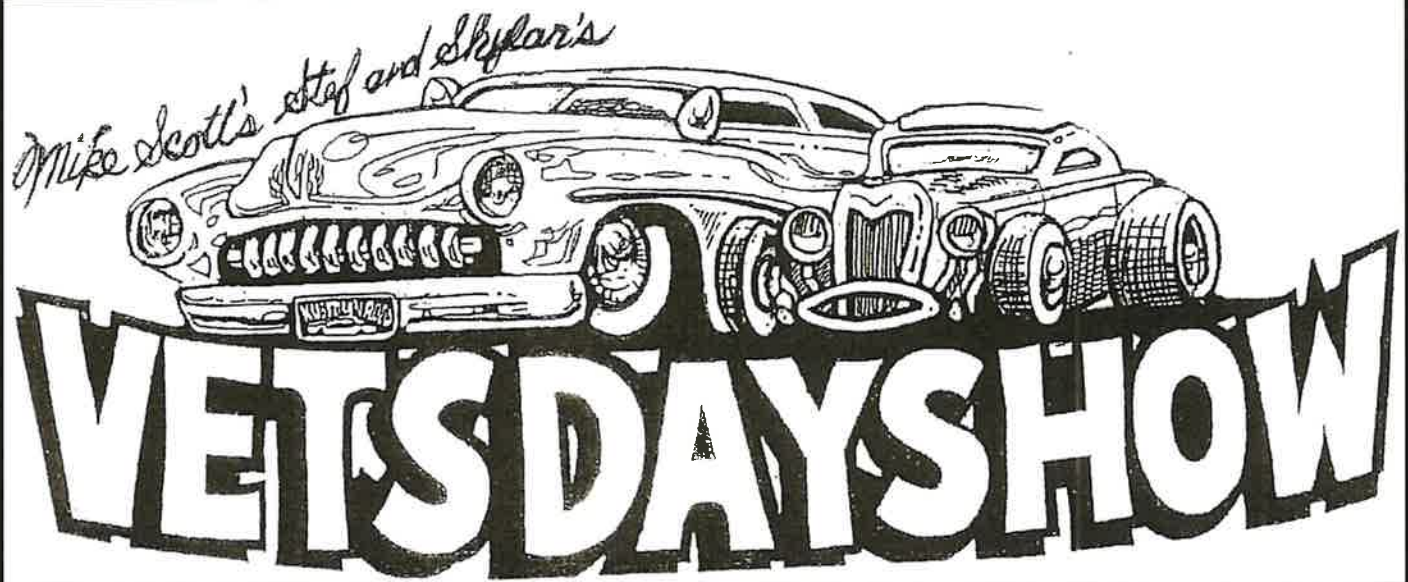
APPLICANT PRINTED NAME: Stefanie Scott **DATE:** 9/14/22

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

Riunite C. Franks - On behalf of the Town of Lake Park **DATE:** 9/14/22

PROPERTY OWNER PRINTED NAME:

Riunite Franks - On behalf of the Town of Lake Park **DATE:** 9/14/22



Celebration of Life for Mike "The Striper" Scott

Sunday, November 13, 2022

8:00 AM - 4:00 PM

Kelsey Park

601 US Highway 1

Lake Park, FL 33403

\$20.00 Registration Fee

Open To All Early And Late Model Vehicles

20+ Classes With Trophies

Special Mike Scott Memorial Award

For More Information Contact
Stefanie Scott at 772-834-8028



TOWN OF LAKE PARK

535 Park Avenue
Lake Park, FL 33403
561-881-3338

FACILITY RENTAL RECEIPT

NAME: Stefanie Scott
 ADDRESS: 11411 S.E. Federal Highway, #118
Hobe Sound, FL 33455
 PHONE: 772-834-8028
 EVENT DATE: November 13, 2022
 EVENT TIME: 8:00 am to 4:00 pm
 SET-UP TIME: 7:00 am to 8:00 am
 BREAK DOWN TIME: 4:00 pm to 5:00 pm
 EVENT TYPE: Vets Day Car Show & Celebration of Life
 LOCATION: Kelsey Park NO. OF PEOPLE 500

RENTAL (Plus 7% Tax)		
RFRNT Resident Fee	\$ _____ /HR* X _____ HRS	\$ _____
RFRNT Non-Resident Fee	\$ _____ /HR* X _____ HRS	\$ _____
* Plus \$30/hr Personnel Fee (see below)		
RFRNT Flat Rate Rental Fee	\$ <u>600.00</u>	\$ <u>600.00</u>
RFRNT Set-up/Breakdown	\$30.00/HR X _____ HRS	\$ _____
	RENTAL FEE	\$ <u>600.00</u>
RFTAX	TAX 7% (On Rental Fee only)	\$ <u>42.00</u>

TOTAL RENTAL FEE (From above taxed box) \$ 642.00

DEPMB/DEPPV DEPOSIT \$ 1,000.00

RSCUR *PERSONNEL \$30.00/HR X 10 HRS = \$ 300.00

TOTAL: \$ 1,942.00

PAID TODAY: \$ _____

(14 days prior to the Event) (Balance Due Date: 10/28/22)

BALANCE DUE: \$ 1,942.00

NOTES: Organizer is asking Town to waive all fees.



Town of Lake Park Facility Rental Application

Date of Event: November 13, 2022

Time of Event: 8:00 AM to 4:00 PM

Set-up Time: 7:00 AM to 8:00 AM

Breakdown Time: 4:00 PM to 5:00 PM

Rental Facility

Town Hall: Mirror Ballroom
W. Ilex Park: Picnic Pavilion
Kelsey Park: Entire Park Gazebo
Lake Shore Park: Entire Park Indoor Pavilion
Lake Shore Park: Picnic Pavilions (North, South, Playground)

Purpose of Rental:

Vets Day Car Show & Celebration of Life

Requests:

Alcoholic Beverages Bounce House
 Special Events Permit Required

Contact Information:

Name: Stefanie Scott

Organization: _____

Address: 11411 S.E. Federal Highway, #118
Hobe Sound, FL 33455

Home: (____) _____ - _____ **Cell:** (772) 834 _____ - 8028

Work: (____) _____ - _____ **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 September, 20122, by and between THE TOWN OF LAKE PARK, a Florida municipal corporation (Town) and Stefanie Scott (Renter).

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

Term: The hours of rental are from 7 o'clock a.m. until 5 o'clock p.m. on November 13, 2022 (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 \$ 942.00, 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)

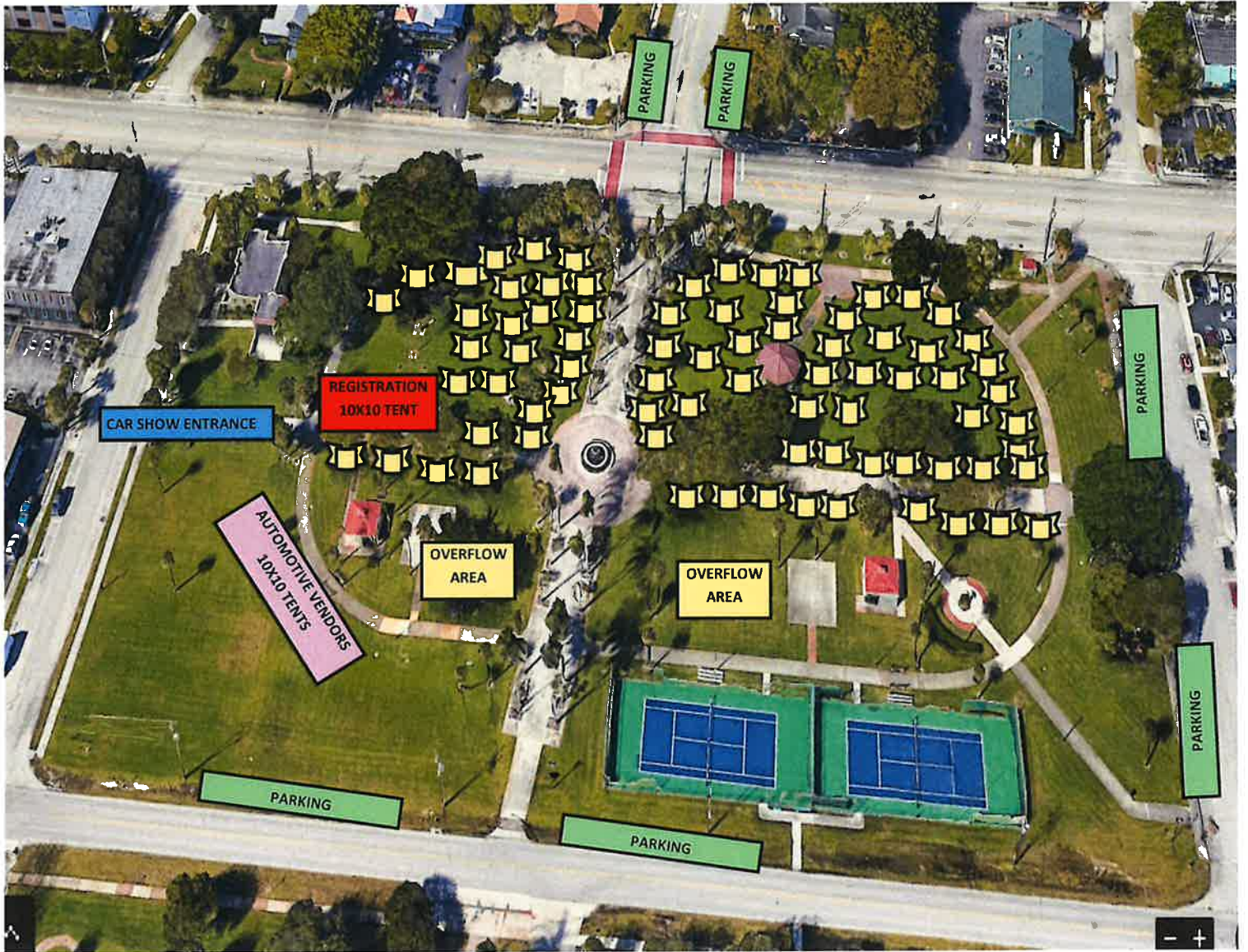
DATE: _____ / _____ / _____

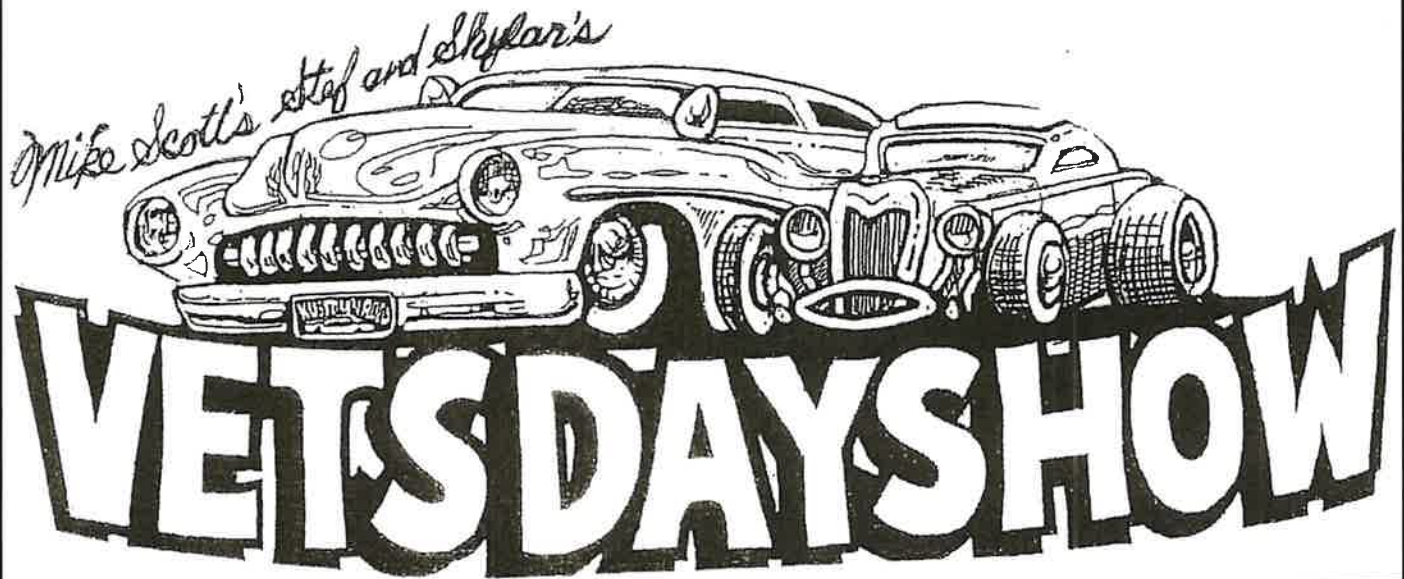
**VETS DAY CAR SHOW & CELEBRATION OF LIFE
NOVEMBER 13, 2022
EVENT REQUESTS**

1. The organizers of the Vets Day Car Show & Celebration of Life would like to request the following items from the Town of Lake Park Public Works Department:
 - Pick up and deliver 95 gallon garbage cans (round trips)
 - Empty extra 95 gallon garbage cans (after event)
 - Closure of outside lanes on Park Avenue to be used as parking for event attendees

2. The organizers of the Vets Day Car Show & Celebration of Life would like to request that the Town of Lake Park once again join the event as a Co-Sponsor that would allow for Town-related advertising. This includes the ability to advertise on the Town website, social media pages and to utilize the Town logo on event advertisements.

3. The organizers of the Vets Day Car Show & Celebration of Life would like to request that the Town of Lake Park waive the following fees:
 - Park Rental Fee - \$600.00 (rental) & \$42.00 (tax)
 - Park Rental Refundable Security Deposit - \$1,000.00
 - Special Event Permit Application Fee - \$50.00
 - Signage Permit Application Fee - \$100.00
 - Barricade, Sanitation and Lane Closure Fees from Public Works





Celebration of Life for Mike "The Striper" Scott

Sunday, November 13, 2022

8:00 AM - 4:00 PM

Kelsey Park

601 US Highway 1

Lake Park, FL 33403

\$20.00 Registration Fee

Open To All Early And Late Model Vehicles

20+ Classes With Trophies

Special Mike Scott Memorial Award

For More Information Contact
Stefanie Scott at 772-834-8028

**VETS DAY CAR SHOW & CELEBRATION OF LIFE
NOVEMBER 13, 2022
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 - Signage Permit Application Fee - \$100.00
 - Barricade, Sanitation and Lane Closure Fees from Public Works



MEMORANDUM

Date: September 26, 2022
To: Special Event Permit File
From: Dwayne Bell, Sr., Public Works Operations Manager
Subject: **Veteran's Day Car Show; Event Permit Conditions**

1. See the table of costs below associated with DPW setup services. Costs include sanitation service in Kelsey Park and special event parking set-up along Park Avenue. Collection of setup cost in the amount of \$630.00 required in advance of event start date.

Note:

- All electric cords used in the park must be free of insulation tears and splices. The cord end must have a grounding prong intact.
- If power pedestals are to be used, the Event Organizer must contact Public Works at 561-881-3345 at least 72 hours prior to the event so that the power can be turned on for use. The same applies to water spigot use.

TABLE OF COSTS:

1. Sanitation Service – delivery of six, 96-gallon carts, with after-event emptying and disposal. (3) Hours @ \$35.00/hour. COST ESTIMATE = \$105.00

2. Event Parking Set-up – Set-up special event parking along Park Avenue. COST ESTIMATE = \$525.00

TOTAL ESTIMATE COST = \$630.00

Should you have any questions, please contact the Public Works Department at (561) 881-3345 or at publicworks@lakeparkflorida.gov.

PUBLIC WORKS / SANITATION
WORK ORDER

DATE: 09/26/22

REQUESTED BY: Stefanie Scott (Business Owner or Prop. Owner) PHONE: 772-834-8028

BUSINESS NAME (if applicable): Event: Vets Day Car Show and Celebration of Life

LOCATION: Kelsey Park, 601 US Highway 1

ACCOUNT #: _____

BILL TO: NAME - <u>Stefanie Scott</u>
ADDRESS - <u>1411 SE Federal Highway, # 118</u>
<u>Hobe Sound, FL 33455</u>
PHONE - <u>772-834-8028</u> EMAIL - _____

>SERVICE REQUESTED: Drop off/pickup of 96-gallon carts and setup/breakdown of barricades and signage needed for lane closure on Park Avenue. <

----- (For PW/Sanitation's Use Only) -----

Qty./Days	Description	Unit Price/Daily Cost	Amount
3	Sanitation service 96-gallon carts	\$35.00/hour	\$105.00
	Event parking set-up & breakdown		\$525.00
	Event date 11/13/22		

TOTAL: \$ \$630.00

NOTES: _____

COMPLETED BY: Refer to PW Memo. DATE COMPLETED: _____



TOWN OF LAKE PARK

535 Park Avenue
Lake Park, FL 33403
561-881-3338

FACILITY RENTAL RECEIPT

NAME: Stefanie Scott
 ADDRESS: 11411 S.E. Federal Highway, #118
Hobe Sound, FL 33455
 PHONE: 772-834-8028
 EVENT DATE: November 13, 2022
 EVENT TIME: 8:00 am to 4:00 pm
 SET-UP TIME: 7:00 am to 8:00 am
 BREAK DOWN TIME: 4:00 pm to 5:00 pm
 EVENT TYPE: Vets Day Car Show & Celebration of Life
 LOCATION: Kelsey Park NO. OF PEOPLE 500

RENTAL (Plus 7% Tax)		
RFRNT Resident Fee	\$ _____/HR* X _____ HRS	\$ _____
RFRNT Non-Resident Fee	\$ _____/HR* X _____ HRS	\$ _____
* Plus \$30/hr Personnel Fee (see below)		
RFRNT Flat Rate Rental Fee	\$ <u>600.00</u>	\$ <u>600.00</u>
RFRNT Set-up/Breakdown	\$30.00/HR X _____ HRS	\$ _____
	RENTAL FEE	\$ <u>600.00</u>
RFTAX	TAX 7% (On Rental Fee only)	\$ <u>42.00</u>

TOTAL RENTAL FEE (From above taxed box) \$ 642.00

DEPMB/DEPPV **DEPOSIT** \$ 1,000.00

RSCUR ***PERSONNEL** \$30.00/HR X 10 HRS = \$ 300.00

TOTAL: \$ 1,942.00

PAID TODAY: \$ _____

(14 days prior to the Event) (Balance Due Date: 10/28/22) **BALANCE DUE:** \$ 1,942.00

NOTES: Organizer is asking Town to waive all fees.



Town of Lake Park Facility Rental Application

Date of Event: November 13, 2022

Time of Event: 8:00 AM to 4:00 PM

Set-up Time: 7:00 AM to 8:00 AM

Breakdown Time: 4:00 PM to 5:00 PM

Rental Facility

Town Hall: Mirror Ballroom
W. Ilex Park: Picnic Pavilion
Kelsey Park: Entire Park Gazebo
Lake Shore Park: Entire Park Indoor Pavilion
Lake Shore Park: Picnic Pavilions (North, South, Playground)

Purpose of Rental:

Vets Day Car Show & Celebration of Life

Requests:

Alcoholic Beverages Bounce House
 Special Events Permit Required

Contact Information:

Name: Stefanie Scott

Organization: _____

Address: 11411 S.E. Federal Highway, #118

Hobe Sound, FL 33455

Home: () _____ - _____ **Cell:** (772) 834 _____ - 8028

Work: () _____ - _____ **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 September, 20122, by and between THE TOWN OF LAKE PARK, a Florida municipal corporation (Town) and Stefanie Scott (Renter).

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

Term: The hours of rental are from 7 o'clock a .m. until 5 o'clock p .m. on November 13, 2022 (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 \$ 942.00, 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: _____ / _____ / _____

TAB 12



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No. 12

Agenda Title: 2022 Holiday Decorating Contest

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

Date:

9-26-22

Riunite Franks

Digitally signed by Riunite Franks
DN: cn=Riunite Franks, ou=Town of Lake Park, ou=Special Events
Department, email=riunite@lakeparkflorida.gov, o=LPS
Date: 2022.09.26 12:10:47 -0400

Name/Title

<p>Originating Department:</p>	<p>Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____</p>	<p>Attachments:</p>
<p>Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____ or Not applicable in this case RCF Please initial one.</p>

Summary Explanation/Background:

In 2020, Town staff organized the first Holiday Decorating Contest for the Town of Lake Park. Residents were asked to take photos of their holiday decorations and submit them to the Special Events Department to be included in the contest. As a result, some photos were not of good quality and did not convey how well the decorations looked in person.

In 2021, Town staff asked residents to register to participate in the Holiday Decorating Contest by contacting the Special Events Department. At the end of the registration deadline, we had six (6) registered participants. From Friday, December 10 to Tuesday, December 14 all participants were asked to have their decorations and lights on every day from 6:00 pm – 9:00 pm. This gave each

Commissioner time to individually take a look at each home at their leisure. The Town Commission was asked to score sheet created by the Special Events Department to evaluate each home. However, during their evaluations, each Commissioner noticed several decorated homes that did not register to participate in the contest.

This year, staff would like direction from the Town Commission in regards to the Holiday Decorating Contest process, categories and marketing options.

REGISTRATION OPTION

Town staff would like to continue with the registration process. Registration will be open from November 1, 2022 – December 5, 2022. Participants can fill out the registration form (name, address, phone number, email address) and submit it in-person at Town Hall, via email or calling the Special Events Department. In addition, residents can nominate their neighbors to be included in the contest. The registration process enables staff to provide the Town Commission with a complete list of residents that are participating in the contest. Participants will be asked to have their decorations and lights on from 6:00 pm – 9:00 pm on Thursday, December 8 to Monday, December 12. This will give each Commissioner time to individually take a look at each home at their leisure. Commissioners will be given evaluation forms to complete. Winners will be announced on Friday, December 16.

NON-REGISTRATION OPTIONS

If the Commission would like to discontinue the registration process we could explore the following options:

1. Option #1 - We can divide the town into 5 sections and have each Commissioner choose a section and evaluate every home in their section. Hopefully, this will help to ensure that we do not exclude a home that may want to participate. Residents will be asked to have their decorations and lights on from 6:00 pm – 9:00 pm on Thursday, December 1 to Monday, December 12. This will give each Commissioner additional time to individually take a look at each home at their leisure. Commissioners will be given evaluation forms to complete. Winners will be announced on Friday, December 16.
2. Options #2 - Residents will be asked to have their decorations and lights on from 6:00 pm – 9:00 pm on Thursday, December 1 to Monday, December 12. This will give each Commissioner additional time to individually drive down each street to take a look at every home in town at their leisure. Commissioners will be given evaluation forms to complete. Winners will be announced on Friday, December 16.

CATEGORIES

For the past two years, we have given the top three homes a gift certificates based on the average score for unique design & creativity, use of a theme, and display & placement. Town staff would like to propose giving 5 awards to the top homes in the following categories:

- Best Lights
- Best Animation
- Best Lawn Display
- Best Theme
- Best Overall

MARKETING OPTIONS

Town staff have selected several marketing options that can be implemented for the Holiday Decorating Contest as well as the other holiday events:

- Postcard mailed to all residents announcing all of the holiday events
- Two large banners (Park Avenue and 9th Street) and (US1 in front of Kelsey Park) announcing all of the holiday events
- Holiday events listed on the Town's website
- Holiday events listed in the Town's newsletter
- Holiday events listed on the Town's Facebook page

AWARD OPTIONS

Previously, the winner of the top 3 winners of the Holiday Decorating Contest received a Visa Gift Card, Event Certificate and was recognized at the Town Commission Meeting. Although it is not in this year's budget, one other option is to have metal yard signs made for each category. Each winner would be able to display the winning sign in their yard until January 1, 2023.

Recommended Motion: No motion needed.

TAB 13



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No. 13

Agenda Title: 2022 Santa's Mailbox Program

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager
Riunite Franks

Date: 9-26-22

Digitally signed by Riunite Franks
 DN: cn=Riunite Franks, o=Town of Lake Park,
 ou=Special Events Department,
 email=franks@lakeparkflorida.gov, c=US
 Date: 2022.09.26 12:07:24 -0400'

Name/Title

Originating Department:	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Santa's Mailbox Photo
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>RCF</u> Please initial one.

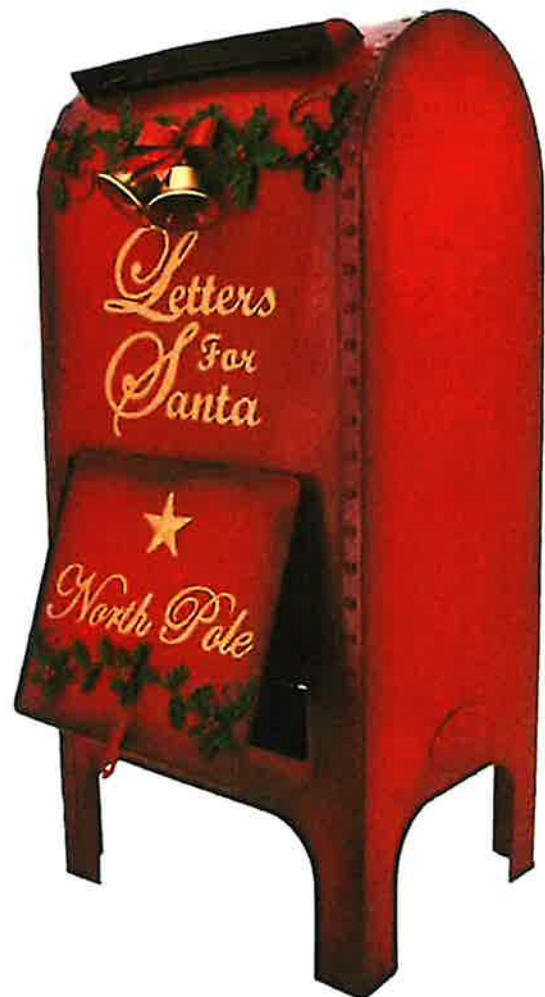
Summary Explanation/Background:

Commissioner John Linden has reached out to Town staff to organize a Santa's Mailbox Program for the 2022 holiday season. The Town would purchase a life-size outdoor/indoor Santa's Mailbox (similar to the attached photo) and place it in Town Hall or The Lake Park Public Library. Children will have the opportunity to write a letter to Santa and place it in the mailbox. The letters will need to include the child's name, address and phone number. The letters could be collected daily or weekly and provided to Commissioner Linden. As the Town's official Santa Claus, Commissioner Linden will respond with a personalized letter to the child or Town staff can provide a pre-approved template. The Town would incur the paper, printing and postage expenses.

Previously, the Town organized a Santa's Mailbox Program. Unfortunately, the program was discontinued after residents began to expect the Town to purchase the items that the children would ask for in the letters. Also, patrons began to put their regular mail inside of Santa's Mailbox.

At this time, staff is asking for direction from the Town Commission on how to proceed.

Recommended Motion: At the discretion of the Commission based on the information provided above.



Letters
For
Santa

★
North Pole

TAB 14



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No. 24

Agenda Title: Return of Development Order Funds for \$400,000.

- SPECIAL /REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON 1st READING
- NEW BUSINESS
- OTHER: WORKSHOP _____
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 9-30-22

John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: General Fund Acct. # _____ <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • Resolution 71-10-22
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties with interest in this agenda item are t notified of the meeting date and time.	<input type="checkbox"/> Yes, Notified everyone or <input checked="" type="checkbox"/> Not applicable in this case Please initial one.

Summary Explanation/Background: The staff is requesting approval of Resolution 71-10-22, which will return \$400,000 in CRA grant funds from 754 Park Avenue LLC according to the grant agreement conditions.

Recommended Motion: Move to approve Resolution 71-10-22 and return the funds to the Lake Park Community Redevelopment Agency.

RESOLUTION NO. 71-10-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REQUESTING THE RELEASE OF \$400,000 OF FUNDS HELD IN ESCROW BY THE ESCROW AGENT DEPOSITED BY 754 PARK AVENUE, LLC TO THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 20, 2017, pursuant to Resolution 106-12-17, the Town Commission of the Town of Lake Park approved a Development Order for 754 Park Avenue LLC authorizing the redevelopment of its property at 754 Park Avenue (the Property); and

WHEREAS, the Town Commission amended the Development Order pursuant to Resolution 26-03-19 (the Amended Development Order, collectively the Development Orders); and

WHEREAS, pursuant to the Development Orders, 754 Park Avenue LLC was obligated to initiate and complete the redevelopment of the Property within the timelines established by the Town Commission; and

WHEREAS, the Town Commission approved a Redevelopment Grant Agreement (the Agreement) of \$400,000 for 754 Park Avenue to assist it in the redevelopment of the Property; and

WHEREAS, 754 Park Avenue LLC failed to comply with the conditions of the Development Orders, and the terms of the Agreement resulting in a default of the Agreement, pursuant to which it was granted \$400,000 for its redevelopment project on the Property pursuant to the Development Orders; and

WHEREAS, under the terms of the Agreement, 754 Park Avenue LLC is required to return the \$400,000 granted to it by the CRA: and

WHEREAS, 754 Park Avenue LLC was properly notified of its default of the Agreement by the Town Attorney of the Town in a letter dated August 31, 2022, wherein demanded that 754 Park Avenue LLC return the proceeds of the \$400,000 grant pursuant to the Agreement; and

WHEREAS, 754 Park Avenue LLC entered into a contract to sell the Property the development of which could have benefited from the grant provided all conditions of the Development Order were met; and

WHEREAS, as part of the sale of the Property, \$400,000 was held in escrow by the Escrow Agent for the repayment of the \$400,000 grant.

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 having been repaid \$400,000 previously given as a grant pursuant to the Agreement from the Escrow Agent the Town Commission hereby releases any rights that the Town may have to impose a lien or other encumbrance on the Property arising out of the Agreement.

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