



AGENDA

Lake Park Town Commission
 Town of Lake Park, Florida
 Regular Commission Meeting
 Wednesday, February 6, 2019,
 Immediately Following the
 Special Call Community Redevelopment Agency
 Board Meeting,
 Lake Park Town Hall
 535 Park Avenue

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

1. Proclamation Recognizing Eating Disorders Awareness Week as February 25 – March 3, 2019. Tab 1

2. Announcement of Extended Deadline for the Town Grant Making Program for Fiscal Year 2019. Tab 2

3. Presentation of the Proposed Approach and Method for the Development of a New Stormwater Masterplan, from the Firm of Water Resource Management Associates (WRMA). Tab 3

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.

4. Community Redevelopment Agency and Town Commission Third Park Avenue Downtown District Workshop Minutes of January 14, 2019. Tab 4
 5. Community Redevelopment Agency and Town Commission Workshop to Discuss Hackathon Topics Meeting Minutes of January 14, 2019. Tab 5
 6. Regular Commission Meeting Minutes of January 16, 2019. Tab 6
 7. Traffic Calming Workshop Minutes of January 19, 2019. Tab 7
 8. Resolution No. 13-02-19 First Amendment to Interlocal Agreement for Lake Park Fiber Optic Installation and Services for Lambda Rail with Palm Beach County Information System Services (PBCISS) to Add 2 New Locations at 800 Park Avenue and 700 6th Street Palm Beach County Sheriff's Office (building). Tab 8
 9. Resolution No. 14-02-19 Assigning Poll Workers for the General Election to be held on March 12, 2019 for Commissioners. Tab 9
 10. Resolution No. 15-02-19 Authorizing the Mayor to Proceed with Executing a Three Year Agreement with Custom Cleaning and Management Services Corporation for the Provision of Budgeted Custodial Services for Town Hall, PBSO District 10 Substation, Public Works Department, Library, Lake Park Harbor Marina, Lake Shore Park Public Restrooms, and Kelsey Park Public Restrooms. Tab 10
 11. Resolution No. 16-02-19 Authorizing the Town Manager to pay for the Cost of Replacement for Electronic Locks and Installation for the Marina Fund. Tab 11
- F. BOARD MEMBERSHIP:**
12. Re-Appointment Request for Tony Bontrager on the Library Board Tab 12

- G. **PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**
13 .Ordinance No. 01-2019 Amending sections 6-3, 6-5, and 6-6 of Chapter 6, Related to the Consumption, Possession, and Sale of Alcoholic Beverages in the Town of Lake Park. Tab 13

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTIONS 6-3, 6-5 AND 6-6 OF CHAPTER 6, RELATED TO THE CONSUMPTION, POSSESSION AND SALE OF ALCOHOLIC BEVERAGES IN THE TOWN OF LAKE PARK; PROVIDING FOR THE CREATION OF A NEW SECTION 6-7 TO BE ENTITLED "PENALTY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

- I. **NEW BUSINESS:**
14. Resolution No. 17-02-19 Authorizing the Development of a New Stormwater Master Plan with Water Resource Management Associates (WRMA). Tab 14

- J. **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.

- K. **TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

- L. **REQUEST FOR FUTURE AGENDA ITEMS:**

- M. **ADJOURNMENT:**

Next Scheduled Regular Commission Meeting will be held on Wednesday, February 20, 2019

**Special
Presentations
/Reports**

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2019

Agenda Item No. *Tab 1*

Agenda Title: Proclamation Recognizing Eating Disorder Awareness Week as February 25, 2019 – March 3, 2019

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

Approved by Town Manager *[Signature]* Date: *1-22-19*
Vivian Mendez, Town Clerk

Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Email Request from The Alliance Proclamation
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 ____ Please initial one.

Summary Explanation/Background: The Town Clerk's Office received the following email from The Alliance explaining their request for a Proclamation in support of a Proclamation recognizing February 25 – March 3, 2019 as Eating Disorder Awareness Week. The email is attached as reference. At the January 16, 2019 Town Manager D'Agostino asked the Commission if they wished to support such a proclamation, which they did unanimously. A presentative from The Alliance will accept the Proclamation.

Recommended Motion: Proclamation recognizing Eating Disorder Awareness Week.

Vivian Mendez

From: Sharon Glynn <sglynn@allianceforeatingdisorders.com>
Sent: Friday, December 21, 2018 2:42 PM
To: Sharon Glynn
Subject: Proclamation Request
Attachments: Proclamation for State of FL EDAW 2019.doc

Hello! My name is Sharon Glynn and I am the Director of Operations at the Alliance for Eating Disorders Awareness (The Alliance) and a Licensed Nurse in the State of Florida.

The Alliance is a non-profit organization established in 2000 to provide programs and activities aimed at outreach, education, early intervention, and advocacy of all eating disorders. Founded in October 2000, The Alliance has worked tirelessly to educate and raise awareness of eating disorders, promote positive body image free from weight preoccupation and size prejudice, and prevent eating disorders. The Alliance offers educational presentations, cutting-edge information, and referrals for treatment, training, advocacy, support and mentoring services, and low cost treatment services for those who are under-insured or uninsured. Our aim is to share the message that recovery from these eating disorders is possible; and that individuals should not have to suffer or recover alone. Since its inception, The Alliance has offered presentations on eating disorders, positive body image, and self-esteem to over 300,000 individuals.

I am writing to you in reference to Eating Disorders Awareness Week. Eating Disorders Awareness Week will be taking place both nationally and internationally February 25- March 3, 2019. As such, our aim is to bring awareness, education, and intervention to this rapidly growing epidemic. Eating disorders currently affect upwards of 30 million Americans, over 600,000 in Florida alone, and proper awareness is not only necessary, but truly imperative. We will be hosting events throughout Florida during the entire month of February 2019.

We are humbly asking for your support in recognizing Eating Disorders by proclaiming the week of February 25- March 3, 2019 as Eating Disorders Awareness Week. As you have done in the past, your participation this year would be greatly appreciated.

If you have any questions, please feel free to contact me at The Alliance office at 561.841.0900. For more information on The Alliance, please visit our website at www.allianceforeatingdisorders.com. Attached you will find a sample proclamation that we have prepared for your use.

Thank you so very much for your consideration and everything you do for the eating disorders community on Florida.

Regards,

Sharon

--

*Sharon M. Glynn, LPN
Director of Operations*

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2019

Agenda Item No. *Tab 2*

Agenda Title: Announcement of Extended Deadline for the Town Grant Making Program for Fiscal Year 2019

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

Approved by Town Manager *[Signature]* Date: *1-23-19*
Bambi McKeithen-Lewis

Name/Title
ASSISTANT TOWN MGR/HR DIRECTOR

Originating Department: Human Resources	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	Attachments: "Screen shot" of previous Announcement of Availability of Funding from the Town's Website; <u>updated</u> Announcement of Availability of Funding; and, <u>updated</u> Town of Lake Park Grant Application Instructions and Form
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

On December 13, 2018, the Town of Lake Park posted on its official website the announcement of the availability of funding through its Town Grant making policy with the mandatory pre-application conference scheduled to take place on January 15, 2019 and the application deadline of 5:00 p.m. ET on February 1, 2019. A copy of the "screen shot" of such previous announcement from the Town's website is attached.

At the request of staff In order to provide potential applicants with additional time within which to attend the mandatory pre-application conference and submit applications to the Town's grant making program, at its January 16, 2019 meeting the Town Commission extended the application deadline for this program to 5:00 p.m. ET on Friday, March 1, 2019. The Town will continue to accept applications up until that application deadline.

Additionally, another mandatory pre-application conference has been scheduled for 2:00 p.m. ET on Wednesday, February 13, 2019, which will take place in the Commission Chamber, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Only those entities that have attended this mandatory pre-application conference will be eligible to submit applications to this program.

A copy of the updated Announcement of Availability of Grant Funding for this program along with a copy of the updated Town of Lake Park Grant Application Instructions and Forms containing the revised date for the mandatory pre-application conference and submittal deadline are attached hereto. Such items have been posted to the Town's official website.

Recommended Motion: There is no recommended motion as this is a presentation only.

SCREEN SHOT OF
PREVIOUS ANNOUNCEMENT

Town Grant Making Application Form and Instructions

"The Town is now accepting applications for the Town of Lake Park Grant Making Program for the Small Grant Program (for which the maximum grant amount is \$500.00) and for the Large Grant Program (for which the maximum grant amount is \$20,000). The deadline for receipt of grant applications is 5 :00 p.m. ET on February 1, 2019. A mandatory pre-application conference will be held at 10:00 a.m. ET on January 15, 2019. The following is the link to the application form and instructions."

Attachment

Size



Town Grant Making Policy

546.61 KB

UPDATED
ANNOUNCEMENT

ANNOUNCEMENT OF AVAILABILITY OF GRANT FUNDING

On December 13, 2018, the Town of Lake Park announced on its official website the availability of funding through its Town Grant making policy with the mandatory pre-application conference scheduled to take place on January 15, 2019, and the application deadline of 5:00 p.m. ET on February 1, 2019.

At the request of staff and In order to provide potential applicants with additional time within which to attend the mandatory pre-application conference and submit applications to the Town's grant making program, at its January 16, 2019 meeting the Town Commission extended the application deadline for this program to 5:00 p.m. ET on Friday, March 1, 2019. The Town will continue to accept applications up until that application deadline.

Another mandatory pre-application conference has been scheduled for 2:00 p.m. ET on Wednesday, February 13, 2019, which will take place in the Commission Chamber, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Only those entities that have attended this mandatory pre-application conference will be eligible to submit applications to this program.

The following is the link to the application form and instructions:
[Town of Lake Park Grant Making Application Form and Instructions](#)

**TOWN OF LAKE PARK
GRANT APPLICATION INSTRUCTIONS AND FORM**

I. GRANT PROCESS

The following process has been established by the Commission of the Town of Lake Park to assist groups seeking financial support in the form of a matching grant from the Town of Lake Park. For each Fiscal Year (commencing October 1st and ending September 30th, grants are available from the Town of Lake Park (Town). The maximum grant is 50 percent of the total monetary cost of a proposed project up to the maximum amount budgeted for this purpose.] The maximum amount available shall be subject to the Commission's annual appropriation as part of its fiscal year budget. **No grant funding shall be recommended to the Commission for award either on a grant or reimbursement basis unless the Finance Director has certified to the Commission that such funding has been budgeted for and appropriated during the regular fiscal year budget process.**

The grant amounts will be available on the following basis:

- **Small Grant Program:** The maximum grant amount that shall be available through this program shall be \$500.00 (which are approved by the Town Manager. Grant applications for funding through the Small Grant Program must be approved by the Town Manager following written confirmation by the Town's Finance Director of the availability of funds prior to approval and after notice of intent to award has been provided by the Town Manager to the Commission. The total amount needed is to be used in determining the grant award. There shall be no artificial division of needed grant funding in order to qualify for the Small Grant Program. No match is required for the Small Grant Program.
- **Large Grant Program:** The grant amount that shall be available through this program shall be \$500.01 to a maximum of \$ 20,000.00 budgeted for Fiscal Year 2019 (which must be approved by the Town Commission at a regularly scheduled Town Commission meeting). A 50 percent match is required for the Large Grant Program, which may be provided in the form of volunteer labor (which is valued at \$20/hr for the purpose of this grant program), donated services, goods/materials, in-kind contributions, and/or cash from another organization or business. The match must be substantiated with a signed Contribution/Match Worksheet as part of the application. **Town resources may NOT be used as matching funds. Matching funds are not transferable to other projects.**
- Grant funds are to be disbursed as either direct payments to vendors or reimbursements to applicants with a valid checking account. In order to reimburse an applicant, the following items must be submitted to the Town: 1) Invoice from the applicant to the Town; 2) Vendor receipts marked "paid" and/or credit card receipts; 3) Copy of front/back of cancelled checks if vendor was paid by check. All vendors receiving direct payment from the Town must complete a W-9 (and any other necessary paperwork) and file with the Town Finance Department. Applicants without a valid checking account will be limited only to direct payments to vendors.

All grants are dependent upon the availability of the Commission's appropriation of funding. Funds are expected to be available for release by the Town by March 1, 2019. No expenses may be incurred before Town approval of the application. Payments to contractor, vendors or distributors that are in excess or outside of the grant award and arranged by the applicant are the responsibility of the applicant. **The Town shall not be held responsible for arrangements of services made by the applicant. As part of its application, applicant shall demonstrate the ability to complete the proposed project and expend all grant funds no later than September 30, 2019.**

II. APPLICATION DEADLINE

Only one grant application per applicant shall be considered for funding each fiscal year. There is one funding round per fiscal year. For Fiscal Year 2019, the deadline for submittal of all applications for funding is 5:00 p.m. Eastern Time on March 1, 2019. All applications must be submitted with an original signed in blue ink and three (3) copies in sealed envelopes/packages to the following address:

Town of Lake Park
Office of the Town Clerk, Town of Lake Park
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

NO APPLICATIONS WILL BE ACCEPTED BY FAX OR E-MAIL.

All required back-up material (quotes, meeting minutes, etc.) must be attached to the application at the time of submittal, and applications must typed and must be provided on 8½" x 11" paper.

Applications received after the above-stated deadline shall be returned unopened. Receipt of an Application by any Town office, receptionist, or personnel, other than the Office of the Town Clerk shall not constitute "submittal". The Town Clerk's time stamp shall be conclusive as to the timeliness of each submittal.

III. ELIGIBILITY CRITERIA

With the exception of public entities, eligible applicants must be located within the municipal boundaries of the Town of Lake Park. Eligible applicants include legally established 501(c)(3) nonprofit tax exempt organizations; for profit-businesses; or, public entities. Eligible projects must, in the opinion of the Town Manager (for the Small Grant Program) and the Town Commission (for the Large Grant Program) directly benefit citizens of the Town of Lake Park. Grants will not be made to individuals or to organizations or businesses that have not been in existence for three (3) years prior to the date of application; however, new start-up 501(c)(3) nonprofit tax exempt organizations are eligible to apply.

Examples of projects or programs that are eligible for consideration are as follows (to the extent that such proposed projects or events are consistent with the Eligibility Criteria set forth above):

- **Beautification** – community clean-ups, landscaping in public rights-of-way, minor park improvements, public art.
- **Children/Youth** – short-term neighborhood operated programs which would benefit children (after-school/summer program, tutoring/mentoring), neighborhood-based sporting events.
- **Communication/Membership** – web sites, newsletters, advertising, membership drives, directories.
- **Crime** – signage, newsletters and items associated with neighborhood crime watch operations. Video devices may be considered, as long as they can be affixed in a secure location.
- ***Events** – supplies, notices, entertainment, rentals for festivals/celebrations. **Special events must obtain applicable Town Special Event Permits*
- **Identity** – signage, logo design, membership t-shirts.

Eligible projects must comply with the Town's Comprehensive Plan (with regard to economic development projects) as well as all applicable land development codes, including the Florida Fire Prevention Code with Palm Beach County Amendments if applicable. Such compliance must be evidenced by a review by the Town's Department of Community Development and the Palm Beach County Fire Inspector, and the compliance noted on the application form by the Town staff.

Examples of projects or programs that are NOT eligible for funding are as follows:

- **Capital Items** – any individual item over \$500 that would require tracking by City property control, excluding signage/ surveillance camera equipment.
- **Computer Hardware/Software** – and other electronic devices and related equipment.
- **Food and/or Provisions** – for festivals/celebrations.
- **Ongoing Multi-year Projects**
- **Ongoing or Operational Costs** – including salaries/personnel
- **Projects/Programs already funded from another source (including current operating budgets)**
- **Projects/Programs that have already been completed**
- **Projects typically funded under other sources such as the Town (or Palm Beach County) department operating budgets, Capital Improvement Program, Community Development Block Grant Program**
- **Political causes or candidates, or religious organizations**
- **Grants from the Town cannot be used to meet the applicant’s matching requirement under the Lake Park Community Improvement Beautification Fund or the Community Redevelopment Agency program funding or to pay the Town’s rental fees or deposits or for payment of the Town’s Special Event Permit Application fee**

IV. MANDATORY PRE-APPLICATION CONFERENCE

A mandatory pre-application conference will be held at 2:00 p.m. Eastern Time on February 13, 2019 in the Commission Chamber, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Only those entities that have attended this mandatory pre-application conference will be eligible to submit applications to this program.

Balance of this page intentionally left blank.

TOWN OF LAKE PARK

APPLICATION FOR GRANT ASSISTANCE
(Please type or print clearly)

I. APPLICANT

- A. Legal Name of Applicant: _____
- B. Address: _____
City: _____ State: _____ Zip Code: _____
- C. Telephone No. _____ FAX No.: _____
- D. E-mail Address: _____
- E. Date the Organization Was Legally Established: _____ State: _____
- F. Legal Form of Organization (Please Check One Box): Sole Proprietorship; C or S Corporation; Limited Liability Company; Partnership or Limited Partnership; Nonprofit 501(c)(3) Tax Exempt; Public Entity
- G. Name of Principal Officer/Business Owner: _____
_____ Title: _____
- H. Contact Person for This Application: _____
- I. Telephone No. (if different from above): _____
- J. Nature of Organization (please list products/services provided): _____

- K. Palm Beach County Business Tax Receipt Number (if applicable): _____
Expiration Date: _____
- L. Lake Park Business Tax Receipt Number (if applicable): _____
Expiration Date: _____

II. DESCRIPTION OF PROPOSED PROJECT

- A. Project/Organization Name: _____
- B. Address: _____
- C. Detailed Project Description Including Project Timelines and Estimated Completion Date (attach additional sheets if necessary):

[Please note that all proposed projects must be consistent with the Town of Lake Park's Comprehensive Plan (with regard to economic development projects)] and all applicable zoning requirements, as well as all applicable building and safety codes, as set forth in the Lake Park Code of Ordinances and the Florida Fire Prevention Code with Palm Beach County Amendments. For further information regarding these requirements, please contact the Lake Park Department of Community Development at 561-881-3318.

III. FUNDING INFORMATION

- Town of Lake Park

Amount Requested \$ _____

The maximum grant amount that shall be available through the Small Grant Program is \$500.00 for which no match is required. The maximum grant amount that shall be available through the Large Grant Program shall be \$500.01 to \$25,000.00.

▪ **Compilation of matching funds:**

Volunteer Labor \$ _____
(Calculate at \$20/hr — Please complete Volunteer Labor Worksheet)

Cash \$ _____
(Please itemize in Contribution/Match Worksheet)

Donated Professional Services \$ _____
(Not including Volunteer Labor—Please itemize in Contribution/Match Worksheet)

Donated Materials/Supplies \$ _____
(Please itemize in Contribution/Match Worksheet)

Other (please describe) \$ _____
(Matching funds which are not directly related to the project shall not be considered)

Total Matching Funds: \$ _____

IV. HOW WILL THIS PROJECT MEET THE ELIGIBILITY CRITERIA AS SET FORTH IN PARAGRAPH III OF THE APPLICATION INSTRUCTIONS?

(Attach additional sheets if necessary)

Balance of this page intentionally left blank.

V. **REQUIRED DOCUMENTATION**

The applicant shall submit the following documentation:

For all organizations –

For the Small Grant Program:

- A copy of current official Certificate of Status from the Florida Department of State (which corporations, for example, can request each year at the time that they file their annual Uniform Business Reports with the Florida Department of State) (*if applicable*) – PLEASE NOTE THAT A PRINT-OUT OF CORPORATE INFORMATION FROM THE DEPARTMENT OF STATE CORPORATIONS ONLINE PUBLIC INQUIRY WEB PAGE DOES NOT MEET THIS REQUIREMENT.
- A copy of **current** Certificate of Status of Fictitious Name Registration from the Florida Department of State (*if applicable*)
- A copy of current Palm Beach County Business Tax Receipt (*if applicable*)
- A copy of current Town of Lake Park Business Tax Receipt (*if applicable*)
- A summary of how the applicant proposes to spend the grant.

For the Large Grant Program (in addition to the documentation listed above):

- A copy of applicant's current financial statements covering one fiscal year (prepared within 90 days of submittal of this application); or
- Copies of written estimates

For nonprofit organizations or public entities, in addition to the documentation required for the Small and Large Grant Programs:

- A copy of the history of the organization, its adopted mission statement and/ or goals, if any
- A complete copy of the applicant's Internal Revenue Service 501(c)(3) tax exempt certification letter
- A copy of the applicant's registration with the Florida Department of Agriculture and Consumer Services (*for nonprofit organizations only*)
- A list of the applicant's governing board (e.g., Board of Directors) and a brief bio on each individual

VI. **REPORT AND REIMBURSEMENT**

- After the project which is the subject of this application is completed, a report shall be submitted to the Town Manager for his review.
- Following Town Manager review, reimbursement will be processed upon receipt of documentation of all approved expenses paid by the grantee and the receipt by the Finance Department of a Request for Disbursement approved by the Town Manager.

For Fiscal Year 2019, the deadline for submittal of all applications for funding is 5:00 p.m. Eastern Time on March 1, 2019. All applications must be submitted with an original signed in blue ink and three (3) copies in sealed envelopes/packages to the following address:

**Town of Lake Park
Office of the Town Clerk, Town of Lake Park
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403**

NO APPLICATIONS WILL BE ACCEPTED BY FAX OR E-MAIL.

1. RATING CRITERIA	2. RATING POINTS	3. TOTAL RATING POINTS
Each application may be given a maximum of 110 points as follows:	*****	*****
Project Description - How well does the application clearly describe the project and its goals?	20	*****
Demonstration of Community Need - How well does the application describe, communicate/address a community need?	20	*****
Evidence of Community/Applicant Strengthening - Does the project have the potential to strengthen the overall neighborhood and applicant?	20	*****
Community Support - Does the application show evidence of community consensus for the project and resident involvement in the implementation?	20	*****

Appropriateness of Proposed Budget - Are the budget revenues and expenses clear and justifiable, funding source(s) appropriate?	20	*****
Bonus - Up to ten additional bonus points may be allocated through the incorporation of sustainable/"green" initiatives that are directly related to the project and documented in the grant application.	10	*****
TOTAL RATING POINTS (Insert at the bottom of Column 3)	*****	

The "average score" derived from the Grant Review Committee will be determined by dividing the total points given to an application by the number of scores. The highest scoring applications will be considered first. Funds will be allocated based on application average scores in descending order until funds are depleted. Funds will not be allocated to any application with an average score less than 65.

Balance of this page intentionally left blank.

VOLUNTEER LABOR WORKSHEET

(NOTE: All volunteer labor hours must be allocated after 3/18/19. Preparation of the grant application cannot be considered part of the volunteer labor hours.)

Type of Work	Volunteer Information				
	Name	Address	Phone #	# Hours	Signature
Total Hours:					<i>If necessary, additional Volunteer Labor Worksheets may be attached.</i>
Rate:				\$ 20/hr	
Total Volunteer Labor Value:				\$	

CONTRIBUTION/MATCH WORKSHEET

Please provide information for each donation (not volunteer hours) to be used as part of the grant project. If more than two donations are being received, additional worksheets must be provided.

1) Grant Project Name: _____

Donation Type: Cash In-kind
 Services Goods/Materials
 Other: _____

Donor Information:

Organization/Company/Individual Name

Address City/Zip Code

Telephone # E-mail

Itemized Description of Contribution/Match:

Total Value: \$ _____ Authorized Signature (Donor) _____ Date _____
(The value of in-kind contributions must be determined by the donor, not the applicant.)

2) Grant Project Name: _____

Donation Type: Cash In-kind
 Services Goods/Materials
 Other: _____

Donor Information:

Organization/Company/Individual Name

Address City/Zip Code

Telephone # E-mail

Itemized Description of Contribution/Match:

Total Value: \$ _____ Authorized Signature (Donor) _____ Date _____
(The value of in-kind contributions must be determined by the donor, not the applicant.)

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2019

Agenda Item No. *Tab 3*

Agenda Title: Presentation of Proposed Approach and Method for the Development of a New Stormwater Masterplan, from the Firm of Water Resource Management Associates (WRMA).

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

[Signature]

Date:

1-22-19

Richard Scherle / Public Works Director

Originating Department: Public Works	Costs: n/a Funding Source: n/a Acct. # n/a <input type="checkbox"/> Finance _____	Attachments: 1. Presentation Slides
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>[Signature]</i> Please initial one.

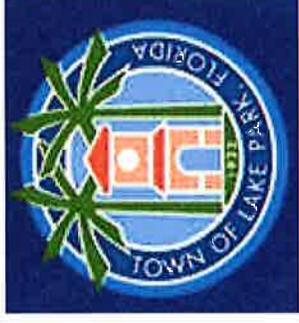
Summary Explanation/Background:

Tonight's presentation, from the firm of Water Resource Management Associates (WRMA), will detail the innovative approach and methods that have been proposed towards the development of the Town's much anticipated comprehensive stormwater masterplan - the first in over 20 years. The presentation will illustrate WRMA's innovative and unique approach, the firm's thorough and intimate knowledge of the Town's existing challenges, the firm's robust understanding of the Town's goals and objectives, and much more. Authorization to proceed with work is included as a New Business item, and is featured later in tonight's agenda.

COMPREHENSIVE STORMWATER MASTERPLAN APPROACH AND METHOD PRESENTATION

TOWN OF LAKE PARK COMMISSION MEETING

FEBRUARY 6, 2019



Presented By:



Raul Mercado, PE, CFM

Principal Engineer, Lead Project Manager

Michael Mercado, PE

Deputy Project Manager

TOWN OF LAKE PARK, FLORIDA

- **The first zoned municipality in Florida (1923)**
- **Area: 2.5 square miles**
- **Population: Approximately 9,000 residents**
- **Fully developed by 1980's**
- **The Town's inner core is made up of older residential and commercial neighborhoods in need of revitalization**

CURRENT DRAINAGE SYSTEM

- Drainage system consists mostly of grassed swales for conveyance of runoff to catch basins and underground pipes.
- Discharging through 10 major outfalls to the Intracoastal Waterway (IWW) and the C-17 Canal.
- Aging drainage infrastructure is failing at a faster rate.
- Climate change and environmental stressors pose a challenge to the drainage system capacity to handle storm events of both small and large magnitude.

CURRENT STORMWATER MASTERPLAN

- **1986 Stormwater Masterplan**

Updated 1993 and 1995

- **2008 Stormwater Management Utility fee**

Developed without taking into account the expenditures of a long-term and comprehensive CIP and its funding mechanism.

Current utility rate structure cannot generate sufficient income to fund the 1996 \$6.37 million CIP recommended program (\$9,636,747.06 in 2018 dollars)

NEW STORMWATER MASTER PLAN GOALS

- **Provide Long-Range stormwater management planning tool or “Road Map”.**
- **Allow for the rehabilitation of the existing drainage system infrastructure over the next 20 years.**
- **Forward looking approach and a framework through sustainable re-development practices.**
- **“Phased” Capital Improvement Program (CIP) for project implementation based on an analysis of current and projected funding sources (Annual Utility Revenues, Bonding, Grants, etc.).**

COMMUNITY REDEVELOPMENT AGENCY VISION

- Achieve a sense of place.
- Development that is compatible with surrounding neighborhoods.
- Complete Streets Vision and Design (Enhance character of the community - pedestrian, bicycle and vehicular accessibility and connectivity).
- Preservation of potentially historic resources.

New Regulating Plans

Development Opportunities
NOW IS THE TIME TO INVEST!
SCHEDULE A MEETING TO FIND OUT MORE
(561)881-3319 or NDTommaso@lakeparkflorida.gov
Visit: www.visionlakepark.com

TOWN OF LAKE PARK UNIQUE CHARACTERISTICS

- **The percentage of renters was 50.5%;**
- **Influx of young people aged 18-35 to Lake Park.**
- **An emerging arts scene**
- **Affordable housing opportunities**
- **Access to waterfront**

These trends have made the Town of Lake Park an attractive area for millennials and younger generations

STORMWATER MASTER PLAN OPPORTUNITIES

The SWMP can be a vehicle to achieve:

- **The Town's Vision**
- **Attract younger residents and new businesses**
- **Particularly millennials and first-time homeowners.**

STORMWATER MASTER PLAN OPPORTUNITIES

Wide Residential Corridors

Promote sustainability as well as provide physical interception and treatment of stormwater runoff.

- **Aesthetic enhancement to residential corridors (Pedestrian and bicycle friendly streetscaping improvements)**
- **Green Infrastructure-based (GreenStreets)**
- **Climate change-resilient (Enables adoption of sustainable, resilient and environmentally friendly drainage regulations and policies)**

PROPOSED 2019 WRMA STORMWATER MASTERPLAN

- 1. Project Management**
- 2. Outreach & Communication**
- 3. Data Collection**
- 4. Water Resources Engineering Science**
- 5. Climate Change and Sea Level Rise Assessment**
- 6. Operations and Maintenance Program Review**
- 7. Community Rating System (CRS) Program Review**
- 8. Stormwater Utility Administration and Funding Sources**
- 9. Alternatives Analysis**
- 10. Stormwater Master Plan Report**

Project Delivery: 12 months

Pilot Project Recommendation: A Green Street

PROJECT MANAGEMENT

- **Project Management**

A single point of contact/accountability to the Town District.

Project Manager (and Lead H&H Modeling Engineer) - **Raul Mercado, PE, CFM**
35 years experience performing and managing water resources projects at the local, state & federal levels.

Assistant Project Manager (and Lead Design Engineer) – **Michael Mercado, PE**
10 years experience in drainage engineering design

- **Communication – Coordination and Reporting**

Clear, concise coordination and progress monitoring/reporting.

- **Accounting/Finance – Meeting Budgets**

Time management/cost control.

- **Quality Assurance and Quality Control**

Meeting project deadlines and client expectations.

OUTREACH & COMMUNICATION

The Stormwater Masterplan will be Developed through a collaborative, stakeholder-inclusive process

- Built upon the program mission and stakeholder-defined goals to articulate strategic objectives.
- Objectives translate into manageable and measurable stormwater initiatives, services, activities, and projects.

Two committees to be formed

- Technical Advisory Committee (TAC)
- Stormwater Policy Committee (SWPC)

Meetings will be held throughout the course of the project to keep the committees informed

DATA COLLECTION & WATER RESOURCES ENGINEERING SCIENCE

- **Data Cataloguing**
 - WRMA will apply Asset Management (AM) principles for inventory and cataloguing of the stormwater
- ***LiDAR Data Management***
 - Latest Palm Beach County-acquired LiDAR
- **GIS/CAD**
 - GIS Basemap Development
- **H&H Modeling, Stormwater Management, Drainage LOS and Flood Control**
 - Hydrologic and hydraulic modeling, FEMA Floodplain Review
- **Water Quality**
 - NPDES/MS4 Assessment

CLIMATE CHANGE & SEA LEVEL RISE ASSESSMENT

Green Infrastructure for Climate Change Abatement

- **Perform Vulnerability, Risk and Adaptability Assessment** for use in stormwater CIP planning
- **Decentralize stormwater infrastructure** to create opportunities to build resilience and redundancy into urban planning and design
- **Integrate Best Management Practices (BMPs)** in stormwater management Town-wide through new EPA-based G3 Initiative design standards (Green Infrastructure (GI), Low Impact Development (LID))

EPA's G3 INITIATIVE

Green Streets, Green Jobs, and Green Towns (G3)

- **Investing in Green Streets will update the Town's stormwater infrastructure to meet 21st century standards**
- **Green Streets will be the catalysts for a new "Green Jobs" industry**
- **Green Streets will create demand for innovation**
- **Green Streets will make the coastal Town more sustainable and better prepared to adapt to climate changes.**

INTEGRATED G3 BEST MANAGEMENT PRACTICES

- **Small scale practices, close to the runoff source-**
 - **Public ROW's - Bioretention, bioswales**
pervious pavement, water harvesting tree pits
 - **Private property - RainScapes – rain barrels, rain gardens, conservation Landscapes, urban trees**
 - **Buildings - Green roof/ vegetated roof systems**

OPERATIONS & MAINTENANCE PROGRAM REVIEW

- **O&M Stormwater
Inspection Program
Review**
- **O&M Stormwater
Rehabilitation Practices
Review**
- **Applying Asset
Management-Based
Principles**

COMMUNITY RATING SYSTEM (CRS) PROGRAM REVIEW

- **Current Program Activities**
- **Additional Activities
Support**
- **Effectively leverage SWMP
activities for CRS points
with the goal of achieving
a lower rating (currently at
8).**

STORWATER UTILITY ADMINISTRATION AND FUNDING SOURCES

- **Stormwater Utility Program Review**
Number of users, the mechanism to assess the fee, and the funding sources.
- **Stormwater Utility Fee Structure Review**
Equivalent Stormwater Unit (ESU)
- **Alternative Funding Analysis**
Additional sources of funding (Grants, Bonds)

(WRMA assisted the Martin County Local Mitigation Strategy (LMS) and the SFWMD with preparation of five (5) HMGF applications for 2004-2005 Presidential Declarations worth \$13.5 million)

ALTERNATIVES ANALYSIS

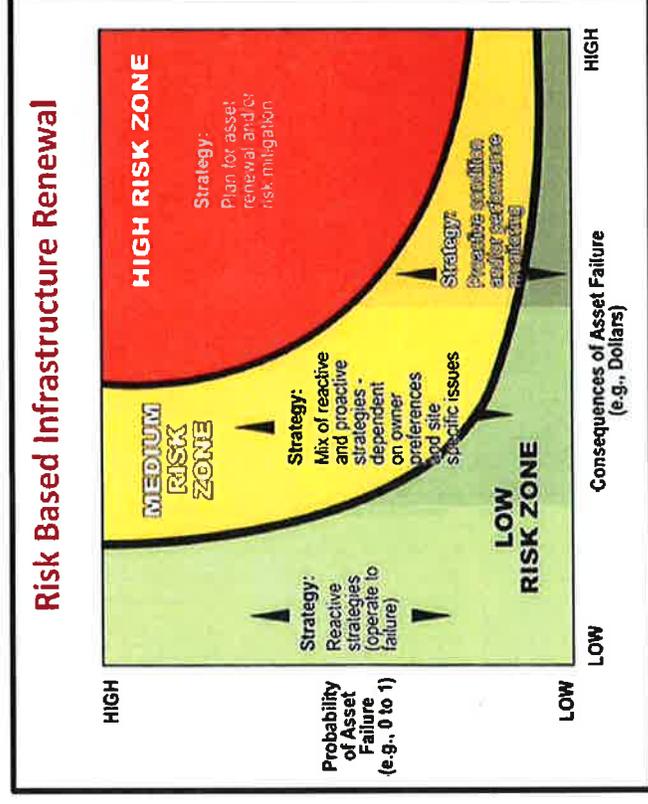
- **Level of Service (LOS) H&H Modeling Analysis**
- **Flooding will be assessed at the local level (Nuisance Flooding)**
- **Flooding will be assessed at the basin level (Flooding LOS)**
- **As a function of climate change (Coastal /Sea Level Rise, and for increasing storm event intensities & duration (flooding frequency))**

Development & Evaluation of Alternatives

- **WRMA will identify priority areas (flooding or water quality problems exist).**
- **WRMA will identify areas where intense growth is likely, land uses will be changed in future (Such as in the Vision, CRA planning area).**
- **WRMA will formulate potential stormwater drainage system rehabilitation strategies and evaluate their effectiveness in alleviating flooding and water quality problems.**
- **WRMA will meet and discuss pertinent permitting issues of proposed alternatives with SFWMD/FDEP regulatory staff.**

Alternative Design Prioritization

- A priority ranking system will be developed for problem areas based on the RLAA, LOS analysis, potential for harm to human, life, possible degradation of the environment, and magnitude of anticipated annual damages.
- In addition to B/C analysis, WRMA will apply Asset Management concepts of Condition vs. Criticality to prioritize proposed improvements.
- Prepare cost estimates for engineering, construction, contingency, O&M costs, time phasing requirements.
- Identify capital improvement needs based on a 20-year time frame and recommend projects based on 5-year increments.



STORMWATER MASTER PLAN REPORT

- **Draft SWMP Report**

The Draft SWMP report will culminate with a presentation of the preliminary rehabilitation design alternatives to the Town management and officials for public discussion and funding.

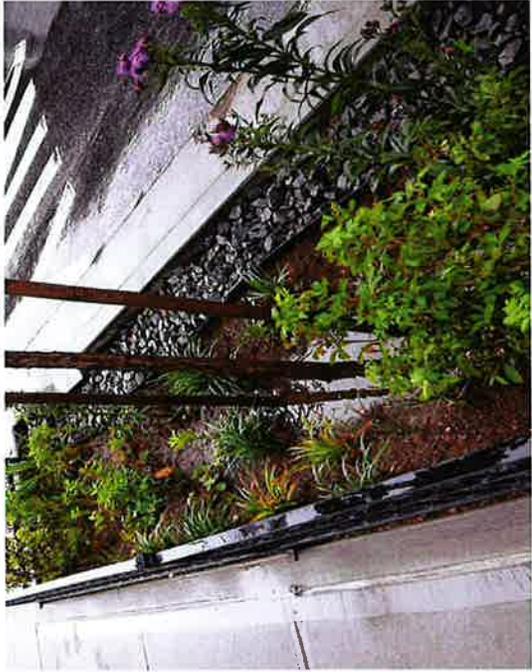
- **Final SWMP Report**

Upon acceptance of a final Draft Report, WRMA finalize the remaining sections of the Final SWMP technical report.

- **Pilot Project Recommendation**

WRMA will recommend the immediate implementation of a “Green Street” segment pilot project (Product Delivery)

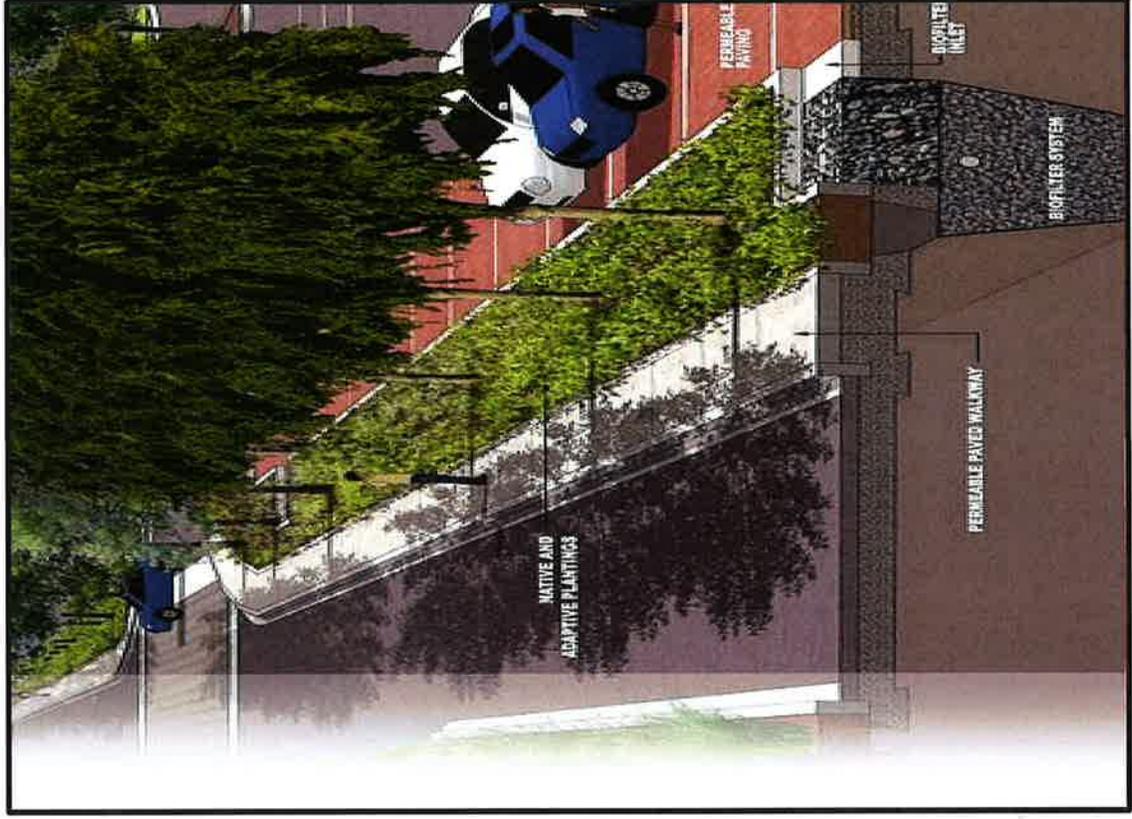
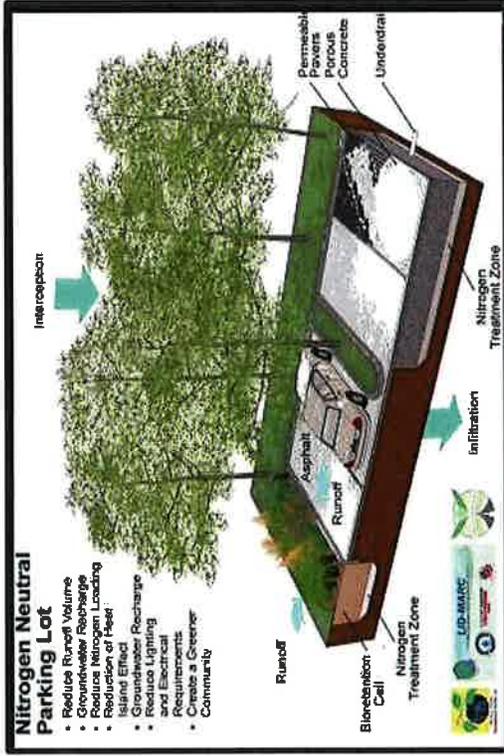
GREEN INFRASTRUCTURE / GREEN STREETS



BIO-SWALES

- Intercepts stormwater prior to discharge into public system
- Treats stormwater at the source prior to entering public system
- Reduces quantity of stormwater entering the public stormwater system and improves water quality of discharges.
- Improves aesthetics of public corridors

BIOFILTRATION

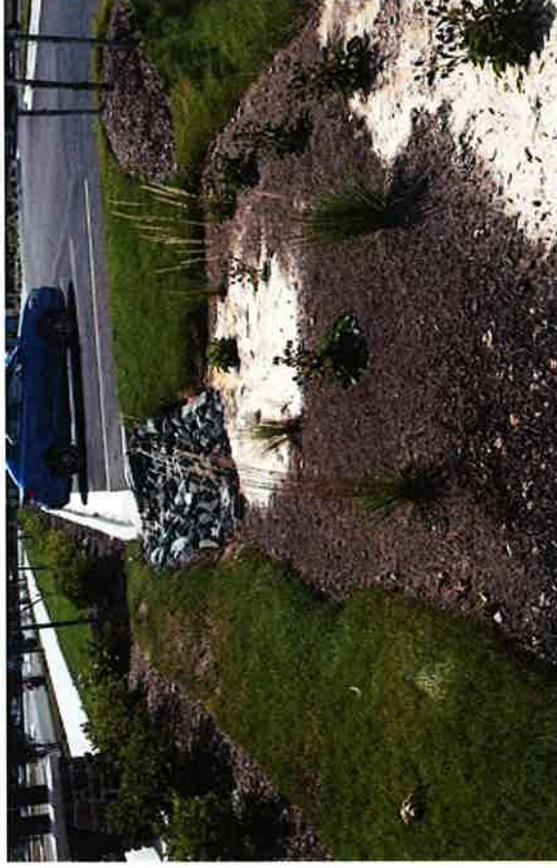


MICRO-BIORETENTION

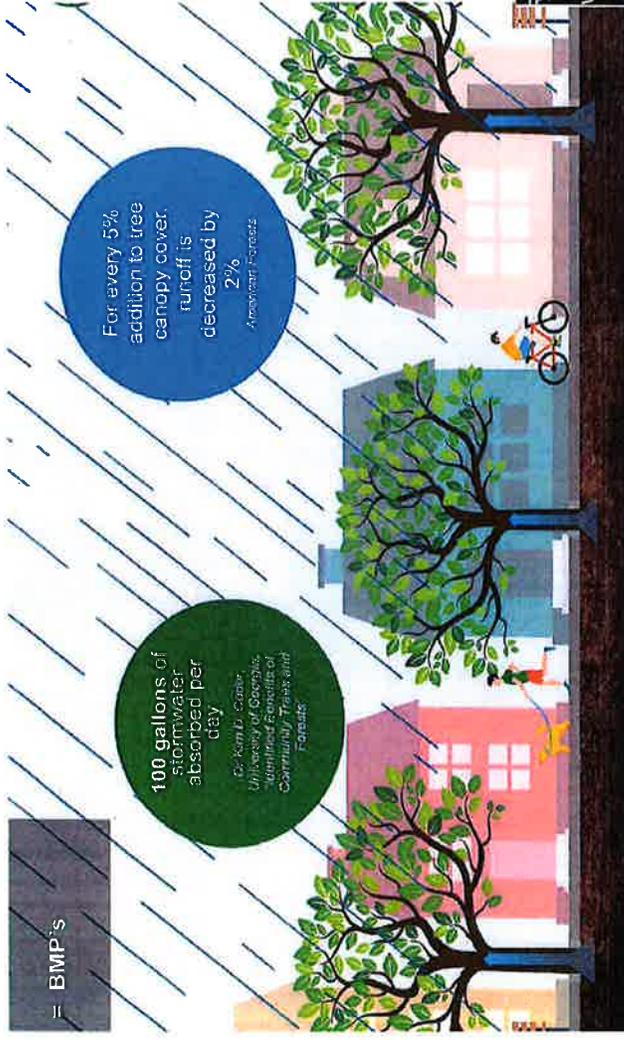


PARKING LOTS

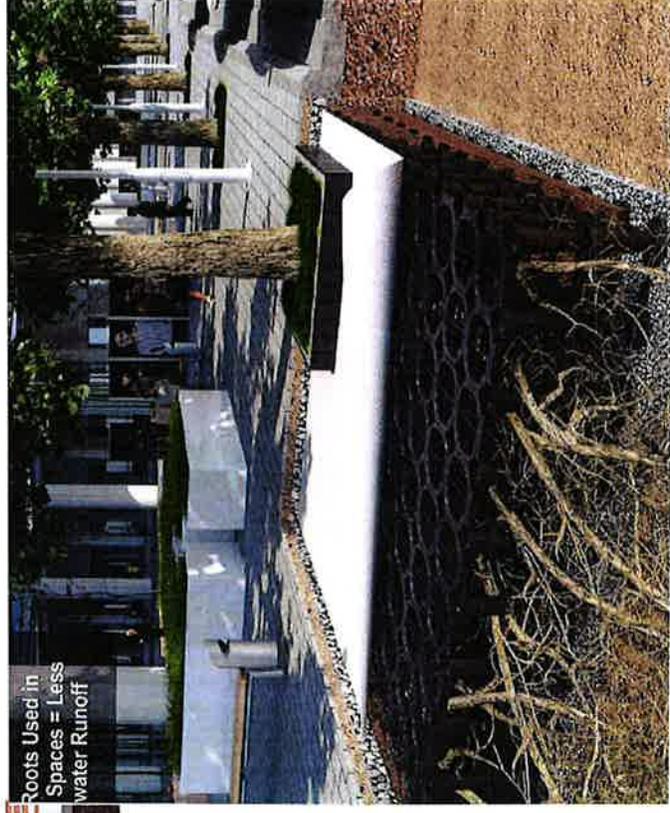
- **Intercepts stormwater prior to discharge into public system**
- **Treats stormwater at the source prior to entering public system**
- **Can be integrated into land development regulations for proposed public and commercial development and re-development projects.**



RAIN-HARVESTING TREES



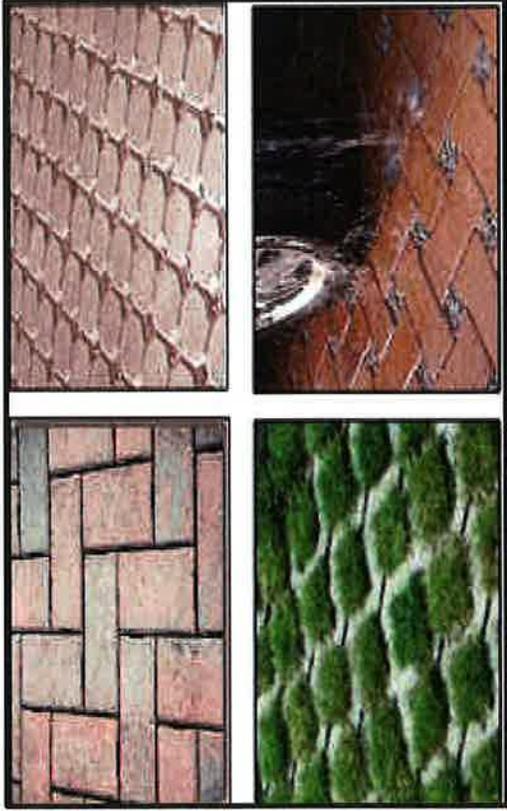
TREE HYDROLOGY



TREE BOXES AND ROOT PITS

- Ideal for space-limited sites with good drainage;
- Reduce stormwater runoff flow rate, volume, temperature and pollutants, and recharge groundwater;
- Infiltration planters can be attractive, and are easily integrated into the overall landscape design;
- Provide energy benefits when sited near building walls.

PERVIOUS PAVEMENTS AND ROOFS



PERMEABLE PAVERS



GREEN ROOFING



RAIN GARDENS



- Incentive programs and competitions can be developed to encourage participation among residential & commercial property owners.



- Intercepts stormwater prior to discharge into public system.

ON PRIVATE PROPERTY



- Treats stormwater at the source prior to entering public system.



- Contributes to the Green Street Concept and can improve aesthetics of residential areas.

RAIN BARRELS



RAIN BARRELS

- Utilized on public & private property;
- Used to intercept stormwater from roof letdowns;
- Stormwater is either stored for watering or is redirected into lawns or preferably rain gardens;
- Can be implemented at minimal cost to town;
- Some municipalities have implemented programs to provide rain barrels for free to their rate payers on a first come/first serve basis;



60 Gallon Rain Barrel
By Great American Rain Barrel

\$82.99 ~~\$119.00~~

QUESTIONS

???



Consent Agenda

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2019 **Agenda Item No.** Tab 4

Agenda Title: Community Redevelopment Agency and Town Commission Park Avenue Downtown District Workshop minutes of January 14, 2019

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

Approved by Town Manager *[Signature]* **Date:** 1-16-19

Shaquita Edwards, Deputy Town Clerk

 Name/Title

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

Summary Explanation/Background:

Recommended Motion: To approve the Community Redevelopment Agency and Town Commission Park Avenue Downtown District Workshop minutes of January 14, 2019.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Community Redevelopment Agency Board
and Town Commission Workshop
Monday, January 14, 2019 6:00 p.m.
Lake Park Town Hall
535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Rhonda "Jo" Brockman	—	Board Member
Erin T. Flaherty	—	Commissioner
Christiane Francois	—	Board Member
Anne Lynch	—	Commissioner
Roger Michaud	—	Commissioner
<hr/>		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	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. **NEW BUSINESS:**

Third Park Avenue Downtown District (PADD) Workshop.

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. **BOARD MEMBER, TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

F. **REQUEST FOR FUTURE AGENDA ITEMS:**

G. **ADJOURNMENT:**

Next Scheduled Regular Commission Meeting will be held on Wednesday, January 16, 2019



Minutes
Town of Lake Park, Florida
Community Redevelopment Agency Board
and Town Commission Workshop
Monday, January 14, 2019, 6:00 PM
Town Commission Chamber, 535 Park Avenue

The Community Redevelopment Agency and Town Commission met for the purpose of a Workshop to discuss the Park Avenue Downtown District on Monday, January 14, 2019 at 6:00 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Board Member Rhonda "Jo" Brockman, and Christiane Francois, Commissioners Erin Flaherty, Roger Michaud, Town Manager John O. D'Agostino, and Town Clerk Vivian Mendez. Commissioner Anne Lynch was absent.

Town Clerk Mendez performed the roll call and led the pledge of allegiance.

NEW BUSINESS:

1. Third Park Avenue Downtown District (PADD) Workshop.

Town Manager D'Agostino gave a brief synopsis of the previous two Park Avenue Downtown District workshops and the purpose of this workshop. Community Development Director DiTommaso gave a presentation updating the Board and Commission on the Park Avenue Downtown District (see Exhibit "A"). The Board and Commissioners asked clarifying questions regarding the Airbnb's/Bed and Breakfast Inn, hotel, and the proposed alcohol Ordinance. Vice-Mayor Glas-Castro agreed with the proposed Ordinance language and the possible expansion of the PADD.

Mayor O'Rourke asked if the proposed Alcohol Ordinance would affect businesses in the PADD. Board Member Brockman understood the proposed Ordinance to say that businesses with liquor licenses were not affected. She expressed concern with attracting new businesses to the area when the Ordinances were so restrictive.

PUBLIC COMMENT:

Giusepe Cianflone of Casper's on Park explained the difference between the open container law and the container law. He stated that his liquor license allows him to have patrons drink in the outdoor seating area of his business. He agreed with the proposed alcohol Ordinance. He suggested that signs be placed inside of an establishment to notify customers of the Ordinance language.

Community Development Director DiTommaso explained that the language regarding indoor signage is not new language. She explained that it would be an enforcement. A discussion ensued regarding the language that signs are required to have and placement of the signs on public and private property. Mayor O'Rourke read the "Warning" language that appears in the proposed language (see Exhibit "B"). Board Member Brockman expressed concern with the language and the restrictions. Town Manager D'Agostino explained the differences between the different types of liquor licenses and

the Ordinance. He suggested changes to the language. Lt. Gendreau explained the difficulties the Palm Beach County Sheriff's Office (PBSO) Deputy encounter and the intent of the Ordinance. Mayor O'Rourke offered suggested language for the alcohol Ordinance that would clearly indicate the intent of the Ordinance. Community Development Director DiTommaso recommended using the language that was suggested and change the signage requirement to only those establishments that do not permit consumption on their properties. She stated that the fine would not exceed \$500.00.

Board Member Francois asked for clarification regarding Airbnb's only being permitted in residential areas of the PADD. Town Manager D'Agostino stated that she was correct. Community Development Director DiTommaso recapped the inclusive language for Airbnb's (which is included as part of Exhibit "A"). After further discussion the Board and Commission came to consensus to include that the property owner must reside at the Airbnb's. Town Manager D'Agostino stated that the language would be brought back before the Town Commission as an Ordinance.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Manager D'Agostino had no comments.

Commissioner Lynch was absent.

Commissioner Michaud had no comments.

Commissioner Flaherty had no comments.

Board Member Brockman asked what the intent of expanding the PADD boundaries was. Mayor O'Rourke stated that several businesses in the area expressed an interest in improving. The proposed expanded areas was identified on a map.

Board Member Francois had no comments.

Vice-Mayor Glas-Castro had no comments.

Mayor O'Rourke had no comments.

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 7:29 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, CMC

Deputy Town Clerk, Shaquita Edwards

Town Seal

Approved on this _____ of _____, 2019

**SPECIAL CALL
COMMUNITY REDEVELOPMENT
AGENCY (CRA) & TOWN
COMMISSION WORKSHOP #3**

PARK AVENUE DOWNTOWN DISTRICT (PADD)

MONDAY, JANUARY 14, 2019 – 6:00 P.M.



Exhibit "A"

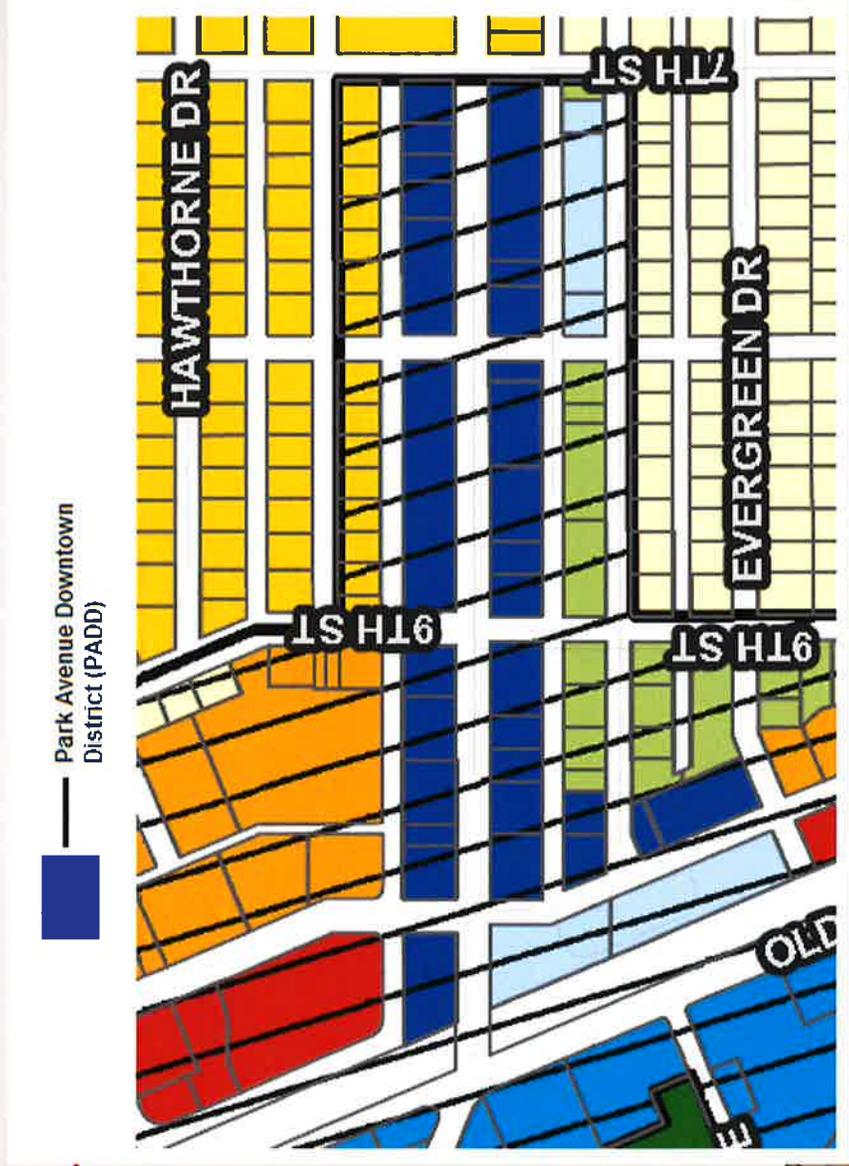
PURPOSE

RECAP

- Discuss the Park Avenue Downtown District code regulations codified in Town Code Section 78-70
- Identify opportunities to make the regulations more business friendly
- Identify opportunities to further promote redevelopment through code modifications



EXISTING PADD BOUNDARY



AGENDA

- (1)** Review proposed modifications pursuant to the direction received at the August 22, 2018 workshop
- (2)** (New Item) Alcohol Ordinance
- (3)** Additional Considerations
- (4)** Next Steps



AUGUST 22, 2018 WORKSHOP RECOMMENDATIONS

Consolidating the signage codes into Chapter 70 of the Town Code

- Park Avenue Downtown District signage code has been stricken from Town Code Section 78-70
- Chapter 70 will apply to the Park Avenue Downtown District
- Section 78-70(p) has been revised to refer to the Town's general sign code in Chapter 70 and provide for specific provisions related to freestanding signs, along with Airbnb and Bed and Breakfast Inn signs, applicable to the PADD only



ADDITIONAL CONSIDERATIONS

Is there any type of signage that the CRA Board/Town Commission would like to specifically prohibit (or limit) in the PADD, or are the general signage categories that are permissible Town-wide, acceptable for the PADD as well:

- * Permanent freestanding signs (already accounted for in the revisions)
- * Permanent: wall signs (sign boards, cabinets, illuminated or non-illuminated, channel letters, etc.)
- * Temporary: freestanding development signs; special event signs; real estate signs; political signs; and others

AUGUST 22, 2018 WORKSHOP RECOMMENDATIONS

Expand the PADD boundaries to include areas north of Park Avenue (maybe south) and possibly allow residential-only developments. Allow ground floor residential uses.

PROPOSED



- **Boundaries** have been expanded (*comprehensive plan amendments and rezoning required*)
- **Table 78-70-1** has been revised to allow residential units anywhere within a development site
- **Residential only developments** within the PADD shall only be permitted within properties that do not have direct street frontage on Park Avenue or 10th Street
- **Existing single-family homes** within the (expanded) district may continue to exist as single-family structures and improved on as such, until which time they are demolished with the intent to redevelop as another use type
- **Airbnb's, or Bed and Breakfast Inns** are also being permitted with certain added criteria

AUGUST 22, 2018 WORKSHOP RECOMMENDATIONS

Allow Hotels, or Bed & Breakfast Establishments, or residential units as Airbnb's in the PADD

- Uses have been added to Table 78-70-1
- Airbnb's / Bed and Breakfast Inns are permitted uses contingent upon certain criteria being met
- Given the proposed expanded boundaries for the PADD District, Airbnb's and Bed and Breakfast Inns (as proposed) shall be located within existing single-family residential units within the district, or act as active liner uses that serve to create a buffer area and conceal interior parking areas of larger commercial uses



AUGUST 22, 2018 WORKSHOP RECOMMENDATIONS

Increase the maximum height (currently 4 stories) and allowable density (currently 27 units per acre) in the PADD. (recommend this is done pursuant to public improvement contributions similar to the US-1 corridor)

- Still a work in progress
- Staff is currently in the process of waiting on proposals for an RFP for developer qualifications and development plans for four key parcels in the PADD, located on the southeast corner of Park Avenue and 10th Street (closing date January 22, 2019)
- Any additional considerations from the Board/Commission?

(NEW ITEM)

ALCOHOL ORDINANCE

- Purpose of the proposed Ordinance
- Applicability (identify existing establishments serving alcohol)
- Additional (proposed) requirements

Discussion Points from the Town Commission meeting:

- Create an arts district/brewer district: define the boundaries and allow for different consumption aspects. Consumption can be extended to the exterior of the business. Consistent with the business Liquor License for outdoor consumption
- Allow for consumption along the property line of the back alley area
- Extend the district to include Easel Art area of Downtown
- At no time except for special permits, can anyone carry an open container onto a public way, street, road, alleyway etc.
- Schedule a meeting with owners of properties with liquor licenses in the Downtown area



**ADDITIONAL COMMENTS FOR
STAFF TO CONSIDER?**

(3) NEXT STEPS

- Comprehensive Plan Amendments (February 2019 – May 2019)
- Code Text Amendments and Rezoning Public Hearing Process
(April 2019 – June 2019)

(Alcohol Ordinance will move forward separately to the Town Commission in the February/March 2019 timeframe)



THANK YOU!

Contact Info:

Town of Lake Park Community Development Department

Nadia Di Tommaso, Community Development Director

(561)881-3319

nditommaso@lakeparkflorida.gov



Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

Sec. 78-70. - Park Avenue Downtown District.

- (a) *Purpose and intent.* It is the purpose and intent of the Park Avenue Downtown District to provide for the following:
- (1) Urban development which is reflective of early master plans for a neighborhood and community commercial area;
 - (2) Buildings and structures of a human scale which, in conjunction with public investments, help to create a sense of place;
 - (3) Downtown development and redevelopment which offer a mixture of retail, personal service, commercial, office, and residential uses;
 - (4) A pedestrian-oriented development pattern;
 - (5) Concentration of certain types of uses, including live performance theaters, restaurants, arts and crafts, etc., which will attract both residents and nonresidents for specialty shopping and entertainment **and promote the arts district concept**;
 - (6) Attracting a variety of uses which serve the needs of residents and nonresidents;
 - (7) Zoning regulations, consistent with the town comprehensive plan, which support the reestablishment and redevelopment of an urban center;
 - (8) Limitations on certain uses which do not support or enhance the pedestrian nature of the area;
 - (9) Uses offering goods and services that will attract both town residents and visitors from outside the town; and
 - (10) Uses offering goods and services that will possess a family orientation.

b) **Definitions.** For the purposes of this section, the following definitions shall apply. In the event of a conflict between the definitions in this section, and the definitions contained in section 78-2, the definitions of this section shall apply.

Administrative approval means consideration of a development approval application by the town manager or designee.

~~*Antique shop* means a shop selling items which are in demand and have a value due to being rare, old, historic, of a collectible nature, or an expectation of increasing value. Antique items include furniture, art objects, housewares, glassware, jewelry, coins, stamps, and decorative objects, at least 100 years old.~~

Architectural terms, as used in this section, shall have the meaning as indicated in the *Dictionary of Architectural and Construction*, 2nd Edition, Cyril M. Harris, Ed., 1993, as revised.

Conditional use means an activity or use that may be compatible with other activities or uses permitted in a specific zoning district, but requires a more detailed development review of proposed location, site design, architectural design, setbacks, screening and buffering, vehicular and pedestrian circulation, intensity or density of use, hours of operation, business practices, etc. A conditional use may require development approval to include specific conditions or limitations in order to ensure a use is appropriate at a specific location.

Consignment shop means a retail establishment where the operator receives goods and merchandise, for display and sale, from another individual and will pay that individual only when the goods and merchandise are sold.

Department means the town department of community development, or successor agency.

Terms that are not referenced, or utilized in the proposed provisions have been removed. Additional edits may be needed as the provisions are finalized.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

Entertainment, indoor, means a commercial establishment offering to the public entertainment and games of skill which occur in an enclosed building. Typical uses include billiard parlors, bingo halls, and bowling alleys, but excluding computer or video arcades, fitness centers, and gun ranges.

Marquee means a cantilevered overhead structure projecting from and supported by the exterior wall of a building, and constructed of rigid materials on a supporting framework.

Mechanical equipment means necessary or accessory equipment located on or adjacent to structure, including, but not limited to, the following: central air conditioning equipment, ventilation equipment, heating equipment, antennas, satellite dishes, window-mounted or wall-mounted air conditioners, refrigeration equipment, solar and conventional hot water heaters, and elevator machinery and equipment.

Minor improvement means renovation, repair, repainting, restoration, resurfacing, refinishing, overhaul, etc., of the exterior walls or facades of an existing structure or building, installation or replacement of new doors or windows, installation or replacement of HVAC (heating, ventilation, and air conditioning) or other mechanical equipment, installation or replacement of awnings, installation or replacement of signs or sign faces, or similar improvements of a minor nature which affect the exterior appearance of such building or structure.

~~*Novelty shop* means a retail establishment which sells new items such as games, gag gifts, magic tricks, magic instruction, and related goods of a humorous nature, and may rent or sell costumes.~~

Offices, business and professional, mean an establishment providing executive, management, administrative, and professional, ~~medical, dental, and medical and dental laboratory~~ services to the public. Such offices include, but are not limited to, advertising offices; business offices of private companies; business offices of utility companies, public or nonprofit agencies, and trade associations; employment agencies, excluding day labor and labor pool services; professional or consulting offices for accounting, architecture, design, engineering, landscape architecture, law, planning, and similar professions; property and financial management, and real estate; secretarial and telecommunication services; and travel agencies. Medical and dental offices and related uses are not included.

Pawnshop means a business establishment that accepts goods or property owned by an individual in return for paying cash or loaning money for such property, and allowing redemption of such property.

Permitted use means an activity or land use that may be subject to specific standards and criteria, which can be established without approval by the town commission or town Staff.

Personal services means an establishment providing services of a personal nature that are necessary on frequent or recurring basis, but excluding those services specifically classified as an individual use. Personal services may include the accessory retail sale of items related to the service rendered. Personal services also include informational, instructional, personal improvement or services of a similar nature. Such services include, but are not limited to, art and music schools, beauty shops and barbershops, ~~licensed massage therapists~~, manicurists, photography studios, etc.

~~*Planner* means an individual who is a member of the American Institute of Certified Planners (AICP) or is eligible for membership in AICP.~~

Retail and commercial means an establishment providing general retail sales or rental of goods, but excluding those uses specifically classified as an individual use. Typical general retail uses include appliance sales, auto parts stores, boat and marine supply, boutiques, costume shops, mail and package services, linen shops, and specialty meat markets.

School, post-secondary, means an institution offering either or both of the following:

- (1) Academic training leading to an associate, undergraduate or graduate degree; or
- (2) Technical or vocational training of a career nature, including administrative and secretarial skills, computer operations and repair, drafting, electronic equipment operations and repair, massage therapy, medical technology, nursing, physical therapy and other personal services.

It was recommended deferring to the general signage Code and allowing smaller monument signs until sites redevelop – see subsection (p) herein. Town welcoming signs in public rights-of-way will need to be treated separately

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

~~Sign means a visual communication device used to convey a message to a viewer. A sign shall mean and include every advertising message, announcement, declaration, insignia, mural, surface, or space erected or maintained in view of an observer in order to identify, advertise, or promote any establishment, product, good, service, or the interests of any person or entity. A sign includes banners, flags, pennants, streamers, moving mechanisms, and light.~~

~~Sign area means the actual area of a sign, advertisement, individual letters or symbols, graphics, message, logo, announcement, etc., enclosed by a series of straight lines and forming a polygon.~~

~~Sign, awning, means a sign painted on, printed on, or otherwise attached against the valance of an awning.~~

~~Sign, A-frame/sandwich board, means a temporary, two-sided sign that generally is hinged at the top, usually placed on a sidewalk or along a public right-of-way.~~

~~Sign, balloon, means an inflated, airborne sign used for advertising purposes on a temporary basis, and usually tied down to the ground or a building.~~

~~Sign, banner, means any sign constructed of fabric, plastic, or similar material that normally is freely waving, temporary in nature, and displayed outdoors, and containing advertising, information, lettering, etc.~~

~~Sign, bench, means advertising placed upon the front or back portions of a bench located on public or private property.~~

~~Sign, billboard, means any structure or framework for signs which advertises or announces merchandise, goods, services, entertainment, etc., that are sold, manufactured, produced, or furnished at a place other than the location on which the structure or framework is located.~~

~~Sign, cabinet, means a single faced sign enclosed in wood, plastic, metal or some combination thereof, normally mounted or installed upon a wall or facade, usually with four sides and the single sign face.~~

~~Sign, changeable copy, means a sign the informational content of which can be changed by manual, mechanical, or electronic means, or some combination thereof.~~

~~Sign, electronic message, means a sign the informational content of which can be changed by electronic means.~~

~~Sign, freestanding, means a sign placed in, upon, or supported by the ground, and not attached to any building or structure. Typical freestanding signs include, but are not limited to, ground signs, monument signs, pylon signs, and pole signs.~~

~~Sign, general product, means a sign which advertises a product commonly available at a variety of commercial or retail establishments, including but not limited to alcoholic and nonalcoholic beverages, tobacco products, food products, candies, auto parts and accessories, clothes, etc.~~

~~Sign, inflatable, means an inflated sign that may be airborne or tethered to the ground or portion of a structure, used for advertising purposes on a temporary or permanent basis. An inflatable sign may be representational of a corporate logo, mascot, or advertising campaign.~~

~~Sign, light pole, means a sign, banner, steamer, etc., mounted on a light pole or similar structure, approved by the town commission and installed by the town, and providing holiday greetings, promotion for town sponsored or town approved public events.~~

~~Sign, marquee, means a sign attached to a marquee.~~

~~Sign, menu, means an outdoor display of a restaurant menu or offerings, attached to a wall or facade.~~

~~Sign, neon, means an illuminated wall sign, consisting principally of neon fixtures, which may indicate the name, logo, or similar information regarding the use of property which is advertised.~~

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

~~Sign, off-promises, means a sign which advertises or announces merchandise, goods, services, entertainment, etc., that are sold, manufactured, produced, or furnished at a place other than the location on which the structure or framework is located.~~

~~Sign, painted wall, means a sign painted on a wall or facade of a building, visible from any public right-of-way.~~

~~Sign, paper, means a temporary sign, normally attached to a window, containing an advertisement or message intended to be viewed from the outside.~~

~~Sign, parapet-mounted, means a sign which is mounted or installed upon the parapet of a building.~~

~~Sign, pennant, means any sign constructed of fabric, plastic, or similar material that normally is freely waving, temporary in nature, and displayed outdoors, and containing distinctive colors, symbols, or patterns, and utilized as a means to attract attention.~~

~~Sign, plastic lettering, means a sign which consists solely of plastic letters mounted or installed on a wall or facade of a building.~~

~~Sign, political, means a sign designed and used for the purpose of soliciting support for or opposition to a candidate or proposition at a public election.~~

~~Sign, projecting, means a sign located under a canopy, awning, arcade, or colonnade, which is viewed from overhead, and is attached to and projects perpendicularly from a building wall or facade.~~

~~Sign, roof-mounted, means a sign mounted or installed on or above a roof or parapet, and is completely or partially supported by the building.~~

~~Sign, snipe, means a sign made of any type of material, including but not limited to wood, paper, plastic, cardboard, and metal, which is attached to trees, poles, fences, etc.~~

~~Sign, special events, means a temporary sign advertising or announcing any civic or special event of public interest.~~

~~Sign, stab, means a sign, mounted on angle iron or similar material, typically placed in the ground along public rights-of-way, announcing or advertising an establishment, goods or service, real estate for sale, real estate development, or political candidate or proposition.~~

~~Sign, streamer, means any sign constructed of fabric, plastic, or similar material that normally is freely waving, temporary in nature, and displayed outdoors, and containing distinctive colors, symbols, or patterns, and utilized as a means to attract attention.~~

~~Sign, temporary, means a sign installed for a limited period of time, and not constructed or intended for longterm use, including flags, banners, streamers, pennants, etc.~~

~~Sign, wall, means a sign installed, attached, painted, or otherwise affixed parallel to the wall or facade of a building, including murals or similar graphics.~~

~~Sign, window, means signs painted on, or hung inside or adjacent to a window, and intended to be viewed from the outside.~~

Substantial renovation means either of the following:

- (1) Repair, rehabilitation, restoration, reconstruction, alteration, expansion, or similar improvement, in a calendar year, in excess of 50 percent of the value of the improvements of the property, as determined by the most recent certified tax roll prepared by the county tax collector; or
- (2) Repair, rehabilitation, restoration, reconstruction, alteration, expansion, or similar improvement, over three calendar years, in excess of 50 percent of the value of the improvements of the property, as determined by the most recent certified tax roll prepared by the county tax collector.

Theater, indoor, means an enclosed building which offers to the public live performances or motion pictures.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

Thrift/used merchandise/junk store means a retail establishment, including a flea market, which sells ordinary used, secondhand, or junk merchandise, including but not limited to vehicular or marine engine and body parts, books, clothes, electronic and mechanical equipment and parts, furniture, household goods, jewelry, shoes, tools of all kinds, toys, etc., that are donated, purchased or otherwise acquired for resale.

Waiver means a relaxation in property development regulations or other numeric or dimensional standards, including setbacks, lot coverage, height, etc., that may be granted by the town commission upon a showing of hardship or unique circumstances.

- (c) *Consistency with comprehensive plan.* All land uses, structures, and related activities associated with property within the Park Avenue Downtown District shall be consistent with the town comprehensive plan.
- (d) *Applicability.* The provisions of this section shall apply in any area zoned Park Avenue Downtown District by the town commission, as indicated on the official zoning map.
- (e) *Permitted and conditional uses.* Permitted and conditional uses within the Park Avenue Downtown District are established by Table 78-70-1.
 - (1) *Conformance with Table 78-70-1.* Following the effective date of the ordinance from which this section is derived, the use of all new or existing buildings, structures, and properties shall conform with the requirements of Table 78-70-1.
 - (2) *Prohibited uses.* Any use not listed as a permitted or conditional use in Table 78-70-1 or not recognized as a similar use is a prohibited use and may not be established in the Park Avenue Downtown District.
 - (3) *Similar uses.* A use not listed in Table 78-70-1, but possessing similar characteristics, such as size, intensity, density, operating hours, business practices, etc., may be established subject to development approval as established by this section. The determination of the nature of such use shall be made by the town manager, or designee. Appeals of such determinations shall be made to the town commission.
 - (4) *Utilities required.* All uses within the Park Avenue Downtown District shall connect with water and sewer service prior to receiving an occupational license.
 - (5) *Accessory uses.* Uses customarily incidental and subordinate to the principal uses allowed by Table 78-70-1 and located within the same building or lot are permitted. An accessory use shall comply with all requirements applicable to the principal use. If a structure comprises all or part of a permitted accessory use, such structure shall be consistent with the architectural style, color, materials, etc., of the principal structure and use.
 - (6) *Applicability of additional standards.* The additional standards noted in the righthand column of Table 78-70-1 shall apply to each use as indicated, in addition to any other requirements of this section or this Code.
- (f) *Regulated activities.* The provisions of this section shall apply to all requests for development approval within the Park Avenue Downtown District.
 - (1) *Development approvals.* The following categories of development approval are established:
 - a. All requests for development approval to establish a permitted or conditional use;
 - b. All buildings and structures constructed, expanded, or altered following adoption of this section;
 - c. All land uses, uses of structures and property, and accessory uses established following adoption of this section;
 - d. All existing land uses, uses of structures and property, and accessory uses legally established prior to the adoption of the ordinance from which this section is derived as provided by this section and article VII of this chapter; and

'or designee' added throughout since by practice, the community development department handles the enforcement of these PADD provisions

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- e. All substantial renovation of any existing building or structure located within the Park Avenue Downtown District.
- (2) *Appeals.* Appeals of any decision by the community development director regarding a determination of the exact valuation of any proposed substantial renovation of any existing building or structure shall be made to the planning and zoning board subject to section 54-98.
- (3) *Development review.* Review of all proposed development, or establishment of a new use, or change of use within the Park Avenue Downtown District shall occur as provided herein.
- (4) *Authority to file.* An application for development approval may be filed by the following:
 - a. The owner/owners of the property;
 - b. An individual, corporation, trustee, etc., authorized by the owner to file such application; and
 - c. The town.
- (5) *Permitted and conditional uses.* Any use classified by Table 78-70-1 as a "permitted" or "conditional use" by this section shall be subject to the development review procedure provided herein and shall:
 - a. Conform to the requirements of this section;
 - b. Conform to the requirements of this Code;
 - c. Obtain any necessary development order required by this section;
 - d. Conform to any applicable requirement of a prior development order issued by the town;
 - e. Obtain, if necessary, a building permit;
 - f. Complete all requirements of the building permit;
 - g. Apply for and obtain any other necessary permits issued by other governmental agencies; and
 - h. Obtain required occupational licenses [business tax receipts] from the town and county.
- (6) *Application materials and fees.* Application materials required by this section shall be submitted in a form and in such numbers as required by Table 78-70-2. Applications shall be accompanied by such fees as determined by the town commission. Fees shall be required for all applications, excluding those applications filed by the town. The content of application materials shall be determined by the town manager, or designee.
- (7) *Sufficiency of applications.* Upon receipt of an application, the town, or designee shall determine if an application is sufficient for development review. This determination shall be made within ten days of application filing. If an application is determined to be insufficient, the applicant shall be notified of the deficiencies in writing by the town, or designee. An application deemed insufficient shall not be processed until all deficiencies are corrected. Absent good faith efforts to correct any deficiencies, an application shall be considered withdrawn when the deficiencies are not corrected within 30 days. If an application is withdrawn, it shall be returned to the applicant.
- (8) *Consolidated applications.* Consolidated applications, which request simultaneous consideration of other applicable development approvals from the town, are encouraged.
- (g) *Agency review.* As part of the town's overall development review process, the town manager, or designee may distribute the application and supporting materials to such town departments and other governmental agencies as deemed necessary for a complete review. Comments from other departments or agencies shall be solicited, and shall be included within any report prepared by the department.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- (h) *Permitted uses.* The provisions of this section shall apply to any use classified by Table 78-70-1 as a permitted use.
 - (1) *Application.* If necessary, an application for a building permit shall be filed with the community development department. If a building permit is required, an application for a business tax receipt shall be required in accordance with the provisions of chapter 28, article II, of this Code.
 - (2) *Community development department review.* The community development department shall review the application to ensure compliance with the requirements of this section and this Code, and to determine if any other governmental permits are required prior to establishment of a proposed use.
 - (3) *Review criteria.* An application for establishment of a permitted use shall comply with the criteria listed below:
 - a. Conformance with the requirements of this section, including any standards contained in Table 78-70-1, and applicable architectural, landscaping, parking, or supplemental standards;
 - b. Conformance with the requirements of this Code;
 - c. Conformance with applicable requirements of a prior development order issued by the town;
 - d. Conformance with all requirements of any other governmental agencies; and
 - e. Conformance with occupational licenses from the town and county.
 - (4) *Appeals.* Appeals of a decision regarding establishment of a permitted use by the town manager, or designee shall be heard by the town commission.
- (i) *Administrative approvals.* The provisions of this section shall apply to any use classified by Table 78-70-1 as requiring administrative approval.
 - (1) *Applications.* Applications for administrative approvals shall be filed with the community development department.
 - (2) *Community development department review.* The town manager, or designee shall review each application for administrative approval within 14 days of a determination of application sufficiency pursuant to subsection (f)(7) of this section. Prior to expiration of the 30-day period, the town manager, or designee may approve or deny the application, or approve the application with conditions consistent with the requirements of this section. The town manager's, or designee's action shall be consistent with all standards and criteria of this section and this Code.
 - (3) *Review criteria.* An application for administrative approval shall comply with the criteria listed below:
 - a. Conformance with the requirements of this section, including any standards contained in Table 78-70-1, and applicable architectural, landscaping, or supplemental standards;
 - b. Conformance with the requirements of this Code;
 - c. Conformance with applicable requirements of a prior development order issued by the town;
 - d. Conformance with all requirements of any other governmental agencies; and
 - (4) *Appeals.* Appeals of a decision regarding an administrative approval by the town manager, or designee shall be heard by the town commission.
- (j) *Conditional uses.* The provisions of this section shall apply to any use classified by Table 78-70-1 or this section as a conditional use.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- (1) *Application.* Applications for conditional use approval shall be filed with the community development department.
- (2) *Public notice.* Notice of public hearing shall be provided by the community development department pursuant to section 78-183.
- (3) *Community development department review.* The town manager, or designee shall review each application for conditional use approval subject to the applicable criteria and standards of this Code and section. Subject to a determination of application sufficiency pursuant to subsection (f)(7) of this section, the application shall be scheduled for consideration by the town commission. There shall be at least 21 days between a sufficiency determination and consideration by the town commission. The town manager, or designee shall provide a report to the town commission recommending approval or denial of the application, or approval of the application with conditions.
- (4) *Town commission public hearing.* The town commission shall hold a public hearing to consider the request for conditional use approval. The town commission shall consider the review criteria of subsection (j)(6) of this section, and approve or deny the application, or approve the application with conditions.
- (5) *Planning and zoning board.* The town commission, prior to any final decision, may refer an application for conditional use approval to the planning and zoning board. The planning and zoning board shall provide to the town commission an advisory recommendation subject to the review criteria of subsection (j) of this section. The planning and zoning board recommendation shall be made within 45 days after the application is referred for review.
- (6) *Review criteria.* An application for conditional use approval shall comply with the criteria listed below:
 - a. Conformance with the requirements of this section, including any standards contained in Table 78-70-1, and conformance with applicable architectural or landscaping if there is new construction or substantial renovation associated with the application;
 - b. Conformance with the requirements of this Code;
 - c. Conformance with applicable requirements of a prior development order issued by the town;
 - d. Conformance with all requirements of any other governmental agencies; and
 - e. Conformance with occupational licenses from the town and county.
- (k) *New construction or substantial renovation.* The provisions of this section shall apply to the following: construction of any new building or structure more than 2,500 square feet in size, any substantial renovation of an existing structure, and any new structure or expansion of an existing structure in excess of two stories or 25 feet in height. New construction and improvements of this nature shall be classified as a conditional use, subject to town commission approval as provided herein.
 - (1) *Application.* Applications for development shall be filed with the community development department.
 - (2) *Public notice.* Notice of public hearing to permit the construction shall be provided by the community development department pursuant to section 78-183.
 - (3) *Community development department review.* The town manager, or designee shall review each application for development subject to the applicable criteria and standards of this Code and section. Subject to a determination of application sufficiency pursuant to section subsection (f)(7) of this section, the application shall be scheduled for consideration by the planning and zoning board. There shall be at least 21 days between a sufficiency determination and consideration by the planning and zoning board. The town manager, or designee shall provide a

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

report to the planning and zoning board recommending the board approve or deny the application, or to approve the application with conditions.

- (4) *Planning and zoning board public hearing.* The planning and zoning board shall hold a public hearing on the request for development approval. The planning and zoning board shall consider the criteria listed in subsection (k)(6) of this section, and present an advisory recommendation to the town commission for approval or denial of the application, or approval of the application with conditions.
- (5) *Town commission public hearing.* Following action by the planning and zoning board, the town commission, at its next available meeting, shall hold a public hearing to consider the request for development approval. The town commission shall consider the review criteria of subsection (k)(6) of this section, and approve or deny the application, or approve the application with conditions.
- (6) *Review criteria.* An application for development approval shall comply with the criteria listed below:
 - a. Conformance with the requirements of this section, including any standards contained in Table 78-70-1 and any applicable architectural or landscaping standards;
 - b. Conformance with the requirements of this Code;
 - c. Conformance with applicable requirements of a prior development order issued by the town;
 - d. Conformance with all requirements of any other governmental agencies; and
 - e. Conformance with occupational licenses from the town and county.
- (l) *Waivers.* The provisions of this section shall apply to any application to waive **signage**, landscaping, height, property development regulations, district regulation, and certain other identified standards contained in this section. The intent of this section is to allow the town commission to be the sole decision maker regarding uses and structures within the Park Avenue Downtown District with the exception of the authority delegated herein to the town's community development director pursuant to subsection 78-70(p)(10) to grant, deny, or grant with conditions of approval, ~~administrative sign waivers~~ provided that a majority or more of the waiver criteria set forth in that subsection are satisfied.
 - (1) *Prohibited waivers.* The town commission shall not grant a waiver that would allow a use to be established that is otherwise prohibited by this section. The town commission shall not grant a waiver to the standards required in Table 78-70-1.
 - (2) *Application.* Applications for waiver approval shall be filed with the community development department.
 - (3) *Public notice.* Notice of public hearing shall be provided by the community development department pursuant to this section.
 - (4) *Community development department review.* The town manager, **or designee** shall review each application for waiver approval subject to the criteria of subsection (l)(7) of this section. Subject to a determination of application sufficiency pursuant to subsection (f)(7) of this section, the application shall be scheduled for consideration by the planning and zoning board. There shall be at least 30 days between a sufficiency determination and consideration by the planning and zoning board. The town manager, **or designee** shall provide a report to the planning and zoning board recommending the board approve or deny the application, or to approve the application with conditions.
 - (5) *Planning and zoning board public hearing.* The planning and zoning board shall hold a public hearing on the request for waiver approval. The planning and zoning board shall consider the criteria of subsection (l)(7) of this section, and present an advisory recommendation to the town commission for approval or denial of the waiver.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- (6) *Town commission public hearing.* Within 60 days following action by the planning and zoning board, the town commission shall hold a public hearing to consider the request for waiver approval. The town commission shall consider the review criteria of subsection (l)(7) of this section, and approve or deny the waiver, or approve the waiver with conditions.
- (7) *Review criteria.* An application for waiver approval shall comply with a preponderance of the criteria listed below:
 - a. The application is consistent with the comprehensive plan;
 - b. The application is consistent with the intent of this section;
 - c. The application furthers the town's goal to establish a neighborhood and community-serving urban center;
 - d. The application furthers the town's goal to create a pedestrian-friendly environment;
 - e. The application furthers the architectural and site design elements of this section;
 - f. The application demonstrates that special conditions and circumstances exist which are peculiar to the land, structure or building involved or proposed, and which are not applicable to other lands, structures, or buildings in the Park Avenue Downtown District;
 - g. The application demonstrates that the special conditions and circumstances do not result from the actions of the applicant;
 - h. The application demonstrates that granting the waiver requested will not confer upon the applicant any special privilege that is denied by this section to other lands, buildings, or structures in the Park Avenue Downtown District;
 - i. The application demonstrates that literal application of the provisions of this section would deprive the applicant of rights commonly enjoyed by other properties within the Park Avenue Downtown District;
 - j. The application demonstrates that the waiver requested is the minimum waiver that will make possible the reasonable use of the land, building, or structure;
 - k. The application demonstrates the request for waiver is not based solely upon economic reasons; and
 - l. The application demonstrates the request for waiver will be in harmony with the general intent and purpose of this section, and that such waiver or waivers will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.
- (m) *Property development regulations.* The property development regulations listed in Table 78-70-3 shall apply within the Park Avenue Downtown District.
- (n) *Supplemental district regulations.* The following regulations shall apply to all uses and structures within the Park Avenue Downtown District:
 - (1) *Screening of dumpsters and similar containers.* Dumpsters and similar containers, including recycling bins, compactors, etc., shall be screened in a manner consistent with the requirements of the town (see Figure 1). Dumpster and container screening enclosures shall be constructed in a manner consistent with the architectural style, color, materials, etc., of the principal use. Dumpsters and similar containers shall be located only at the rear of a building or structure.
 - (2) *Screening of mechanical equipment.* Roof-mounted, wall-mounted, and ground-mounted mechanical equipment shall be screened from public view. Mechanical equipment screening enclosures or structures shall be constructed in a manner consistent with the architectural style, color, materials, etc., of the principal use. All mechanical equipment shall be located only at the rear of a building or structure.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- (3) *Walkways.* All new construction or substantial renovation of existing buildings and structures shall include one or more clearly delineated walkways from the public sidewalk to the private sidewalk, arcade, pedestrian way, etc. Walkways shall be constructed in a manner acceptable to the town manager, or designee. Walkways shall be constructed of materials consistent with or complementary to the public walkways or sidewalks installed along Park Avenue by the town. Examples of other complementary materials include paver blocks or alternative style or color, new and used brick, and concrete stamped with a pattern.
- (4) *Awnings, window and door.* Awnings above windows or doors may be constructed of plastic or canvas fabric and be solid or striped, and reflect a variety of colors, including white, black, and light or dark blue, red, green, and brown. Backlit awnings are subject to the approval of the town manager, or designee.
- ~~(5) *Alley screening walls.* All new construction or substantial renovation of existing buildings and structures shall construct or reconstruct a solid masonry or concrete wall eight feet in height. The wall shall be located along the opposite side of that portion of the alley that is coterminous with the rear property line of the parcel being improved. Chainlink and wooden fences are prohibited. Alley screening walls shall be constructed in a manner consistent with requirements adopted by the town. Construction and maintenance responsibilities for the required wall shall be determined by article IV of this chapter regarding walls and fences.~~
- (6) *Security bars, shutters, gates, and awnings.* The use of security bars, shutters, gates, awnings, and related equipment visible from a public right-of-way is prohibited. Buildings constructed in the Mediterranean Revival architectural style may install wrought iron window grilles or similar features, subject to approval by the town manager, or designee. The town manager, or designee may approve security devices which are consistent with an alternative architectural style as permitted by this section.
- (7) *Storage.* Outdoor storage of goods, materials, and equipment is prohibited. Indoor storage of goods, materials, and equipment visible from public or private sidewalks or public rights-of-way is prohibited. Indoor storage of goods, materials, and equipment is prohibited except as an accessory to the principal use of the structure. This section does not prohibit the display of merchandise in retail businesses.
- (8) *Underground utilities.* The town commission may require existing overhead utilities to be placed underground when located on property subject to new construction or substantial renovation. The underground installation shall occur in a manner acceptable to the town manager, or designee.
- (9) *Ground floor windows.* Window displays and coverings are permitted, but shall remain aesthetically consistent and allow for some visibility for public safety. Absent a showing of good cause by the applicant, the windows of all ground floor businesses which are open to the public shall remain clear of curtains, shutters, or similar visual barriers in order to prevent obscuring interior displays, activities, etc. Whether the applicant has demonstrated the town's community development director in the exercise of his/her sole discretion shall determine "good cause".
 - ~~a. *Exemptions.* Under limited circumstances, personal service type businesses (i.e., restaurants, dance studios, theaters, hair salons, etc.) which can reasonably and credibly demonstrate through a showing of substantial competent evidence of good cause to the town's community development director, that it is in the best interest of the patrons, general public, and the town, that the applicant's business be allowed to obscure a portion or all of its windows, in order to provide privacy for its clientele and patrons, an exemption for this subsection may be administratively granted by the town's community development director. If an applicant demonstrates sufficient good cause for a partial or total obscuration of a window or windows of a business, the town's community development director may authorize the use of preapproved window coverings; however, vertical and/or horizontal blinds are strongly discouraged as window treatments in such instances, and are likely to be denied an exemption.~~

Section 70-61(d) refers to Section 78-253(c)(9). Staff is in favor of having the PADD adhere to the visibility triangle requirements for safety reasons.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- (10) **Sight triangles.** Land within the Park Avenue Downtown District is exempt from the requirements of section 70-61(d) regarding sight triangles for public rights-of-way intersecting with Park Avenue.
- (11) *Alley deliveries.* Deliveries of merchandise and goods shall be limited to the hours of 7:00 a.m. to 7:00 p.m. along all portions of the alley abutting a residential zoning district.
- (12) *Drive-in/drive-through facilities.* Drive-in or drive-through facilities are prohibited for any use within the Park Avenue Downtown District.
- (13) *Outdoor lighting.* Freestanding outdoor lighting shall be installed in a manner consistent with requirements and specifications adopted by the town. Wall-mounted outdoor lighting fixtures shall be consistent with the architectural style of the principal structure. Outdoor lighting shall comply with chapter 54 of this Code, relating to safety and security.
- ~~(14) *Public telephones.* Wall-mounted and freestanding public telephones visible from a public right-of-way shall be fully or partially enclosed in a manner consistent with design requirements adopted by the town.~~
- ~~(15) *Vending machines.* Vending machines dispensing beverages, food, ice, and related consumer products shall not be visible from a public right-of-way. Vending machines may be located in outdoor enclosures, provided such enclosures are constructed utilizing the same architectural style, materials, colors, etc., as the principal structure. All vending machines currently located within the Park Avenue Downtown District shall comply with this requirement within 180 days of the effective date of this section.~~
- (16) *Minor improvements.* Minor improvements shall be consistent with applicable requirements of this section, and are subject to approval by the town manager, or designee.
- (17) *Exterior improvements.* Exterior improvements which involve complete or partial removal, renovation, alteration, addition, demolition, etc., to the walls or facades of existing buildings shall be accompanied by architectural elevations. This requirement may be waived by the town manager, or designee for projects which are of minimal impact.
- (18) *Enclosed buildings.* All principal uses within the Park Avenue Downtown District shall occur within enclosed buildings or structures. This requirement shall not apply to permitted accessory uses such as outdoor seating or outdoor display of merchandise, mechanical equipment, dumpsters and related refuse disposal equipment, or other uses incidental and subordinate to the principal use. All unenclosed principal uses currently within the Park Avenue Downtown District shall comply with this requirement within 180 days of the effective date of this section.
- (o) *Off-street parking and loading.* Parking and loading requirements for the Park Avenue Downtown District are provided herein. The general parking requirements in the Town Code that apply to all zoning districts, do not apply to the Park Avenue Downtown District.
 - (1) *Loading requirements.* Loading requirements for all uses within the Park Avenue Downtown District are established by Table **78-70-4**. Recently updated
 - (2) *Loading spaces.* Loading spaces shall not be located along Park Avenue or other public rights-of-way, excluding alleys. The town manager, or designee may approve a loading space located completely or partially in the public portion of an alley, provided such location will not adversely affect vehicular circulation.
 - (3) *Valet parking.* The town manager, or designee may authorize the use of valet parking for any use within the Park Avenue Downtown District. Valet parking services shall not utilize public parking spaces. Valet parking shall not reduce more than 50 percent of the on-site parking requirements of a use providing such service. A request to establish valet parking shall contain the following information:
 - a. The location of the valet parking booth or area;
 - b. The location and number of private parking spaces to be utilized for valet parking;

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- c. Evidence that the business owns the parking spaces proposed for valet use or a copy of any agreement, lease, etc. which provides the business with the right to use spaces owned by another individual or entity for valet parking;
 - d. The impact of the valet parking service on users who do not patronize the service;
 - e. The hours of operation;
 - f. Location and text of any signage associated with the valet parking spaces; and g. Buffering or screening that is necessary to mitigate any visual or noise-related impacts on any adjacent residential properties.
- (4) *Parking dimensions.* The minimum dimensions for parking spaces, travel aisles, etc., shall conform to requirements as indicated on Tables 78-70-6 and 78-70-1.
- (5) *Through traffic/street closure.* The town may consider requests by adjacent commercial property owners to eliminate portions of Seventh, Eighth, and Ninth Streets located within the Park Avenue Downtown District. Elimination of certain portions may be used as a means to provide additional on-street parking however, two-way traffic shall remain in place at all times and adjacent residential properties should be considered in the review along with additional landscaping to beautify the parking areas. Eliminations shall be approved based upon such factors as the following:
- a. Provision of emergency services would not be adversely affected;
 - b. Overall traffic circulation would not be adversely affected;
 - c. Additional on-street parking will be provided at no cost to the town, unless otherwise approved by the town commission;
 - d. Additional parking improvements will enhance and increase pedestrian opportunities and amenities, including landscaping, street furniture, well-delineated pedestrian walkways, lighting, overhead weather protection, etc.;
 - e. Additional parking improvements to be installed shall be compatible with the Park Avenue improvements installed by the town; and
 - f. All requests for street closure for parking purposes shall be approved by the town commission, following an advisory recommendation by the planning and zoning board.
- (6) *Off-street parking spaces.* The number of off-street parking spaces required for a use may be accommodated on the property owner/developer's private property or through available public parking spaces pursuant to the Downtown Public Parking Master Plan identified in *Table 78-70-4*. Off-street parking requirements are established by *Table 78-70-4*. Shared and joint parking reductions may also be achieved through Cross and Joint Parking Easement Agreements approved by the commission as part of a development proposal and pursuant to Town Code section 78-144.

- (p) Signs. The Town's general signage code shall apply to the Park Avenue Downtown District except for freestanding signs, which shall be permitted on a temporary nature as special event signage as identified in the Town's general signage code, or as a monument sign for a permanent sign. Monument signs are limited to freestanding structures that are a maximum of 6 feet in height with a maximum 6 foot base width with a signage area not covering more than 75% of the surface area of the monument. Setbacks and all other associated land development regulations are governed by the Town's general signage code. Substantial renovations or new constructions shall discourage monument signs so as to encourage zero setback building lines. A master sign plan is encouraged for all parcels in the Park Avenue Downtown District to promote consistency in the number, size, location, color, copy, etc., or any combination thereof, of signs permitted for a specific use or structure. A master sign plan for any new structure containing more than one use shall be required. Any application for substantial renovation of an existing structure containing more than one use shall include a master sign plan. The use of an Airbnb and Bed and Breakfast Inn, as permitted per Table 78-70-1, shall only be allowed to install signage pursuant to the provisions per Table 78-70-1.

It was recommended deferring to the general signage Code and allowing smaller monument signs until sites redevelop.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

All associated signage reviews will consider the quality and overall design elements of the proposed signs. Signs with dimension or depth are strongly encouraged and preferred.

~~provisions of this section shall apply to all new or existing signs within the Park Avenue Downtown District. These provisions are designed to address the unique characteristics of this downtown district, and to enhance the architectural style and uses to be present in this area.~~

~~(1) *Prohibited signs.* The following signs are prohibited within the Park Avenue Downtown District:~~

- ~~a. Balloon signs;~~
- ~~b. Banners;~~
- ~~c. Bench signs;~~
- ~~d. Billboards;~~
- ~~e. Cabinet signs;~~
- ~~f. Changeable copy signs, excluding signs for activities whose principal use involves changes in performances, such as live theaters, movie theaters, comedy clubs, etc.;~~
- ~~g. Electronic message signs;~~
- ~~h. Flags, except the American, state, Town of Lake Park flag, and the official flags of other nations;~~
- ~~i. Freestanding signs, including monument signs, pole signs, and pylon signs; provided however that properties with street frontage on 10th Street may place freestanding monument signs only which conform to the town's general sign regulations on their properties until the property is redeveloped. At that time signs shall conform to the PADD sign regulations.~~
- ~~j. Inflatable signs;~~
- ~~k. Marquee signs, unless otherwise provided herein;~~
- ~~l. Neon used to outline windows, buildings, doors, etc.;~~
- ~~m. Off-premises signs;~~
- ~~n. Paper signs attached directly to a window or other surface, including "open," "closed," or similar signs;~~
- ~~o. Pennants and streamers;~~
- ~~p. Roof mounted signs; including on mansard style roofing;~~
- ~~q. Signs which involve moving or rotating parts, intermittent lights, animation; and temperature display, or similar movements;~~
- ~~r. Signs which emit smoke, sounds, odors, or any other visible matter;~~
- ~~s. Snipe signs;~~
- ~~t. String lights, unless otherwise provided herein; and~~
- ~~u. Vending machines with product names, logos, lettering, etc., visible from a public right-of-way.~~

~~(2) *Permitted signs.* The following types of signs are permitted within the Park Avenue Downtown District:~~

- ~~a. Awning signs;~~
- ~~b. Light pole signs are only allowed if they are town-owned and contain town-approved signage;~~

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- ~~c. Menu signs must be wall mounted or consist of an A-frame mounted signs and must be located near the entrance to the restaurant in order to be approved. Menus and/or other information such as restaurant or other reviews, photographs, autographs, memorabilia and other forms of displays shall not be affixed directly to a window or exterior door;~~
 - ~~d. Neon signs utilizing a business name or logo;~~
 - ~~e. Political signs;~~
 - ~~f. Projecting signs;~~
 - ~~g. Special events signs;~~
 - ~~h. Wall signs;~~
 - ~~i. Window signs;~~
 - ~~j. Temporary real estate signs that advertise a property or space for sale or lease; provided, however, that any such temporary "for sale" or "for lease" sign(s) may not be larger than four square feet. The following additional requirements shall also apply to all such signs:
 - ~~1. Only one sign per property is allowed;~~
 - ~~2. The sign may only be located on the premises and/or property that is being advertised for sale or for lease in the sign;~~
 - ~~3. The sign must be clearly temporary in nature, and may only be erected or placed on an exterior building wall, or inside a window of the premises; and~~
 - ~~4. The sign must be professionally created or manufactured or produced (as opposed to handmade), and be generally aesthetically pleasing in keeping with the basic goals and intent of the PADD regulations;~~~~
 - ~~k. Vinyl window artwork or graphic signage which has been reviewed and approved by the town's community development director. Vinyl artwork is exempt from the percentage of window area calculations and other attendant regulations, provided that the artwork contains a very limited amount of lettering which advertises the business and/or the products or services provided by the business, store hours, and/or other information;~~
 - ~~l. A frame, sidewalk or sandwich signs provided that the board on which the sign is to be affixed and the sign lettering are both professionally produced by a business tax receipted professional signage business or company; and~~
 - ~~m. Murals or painted wall signs may be allowed, after approval by the town's community development director.~~
- ~~(3) Size and location of permitted signs. The size, location, copy, and other limits of permitted signs are indicated in Table 78-70-7.~~
- ~~(4) Master sign plan. A master sign plan approved by the town commission may further limit the number, size, location, color, copy, etc., of signs permitted for a specific use or structure. A master sign plan for any new structure containing more than one use shall be required. Any application for substantial renovation of an existing structure containing more than one use shall include a master sign plan.~~
- ~~(5) Construction and design requirements. Signs installed within the Park Avenue Downtown District must be designed, constructed and maintained in accordance with all applicable requirements of the Florida Building Code as well as the following town standards:~~
- ~~a. Signs must be consistent and harmonious with the colors, materials, and architectural style of the premises on which the sign is to be located and surrounding properties.~~
 - ~~b. The size and style of the graphics, the scale, proportion, design, material and texture of the sign, as well as the size and style of the lettering, shall advertise only businesses which are or will be located in the premises on which the sign is to be placed. The content of the~~

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

~~signage must directly relate to the building or structure (or businesses located therein) that the sign is to be attached to. Signs shall be consistent and harmonious with the architectural style of the subject premises on which the sign is to be affixed, as well as the surrounding properties and the design regulations for the PADD.~~

- ~~e. Signs shall not contain excessive illumination or ornamentation. When determining whether a sign or signs contain excessive illumination, the community development director shall consider factors, including, but not limited to, the following circumstances and conditions when making his/her determination: the size of the business; the location of the business; the amount of light spillage on surrounding areas; the proximity of the proposed signage to residential areas; the type/use of the business; whether the signage will be distracting, disturbing, or aesthetically unpleasing; the consistency with the signage of the proposed signage with that of signage on nearby and surrounding properties; the consistency of the proposed signage with the comprehensive plan; and any other relevant considerations.~~
 - ~~d. If the architecture of the building or structure allows for specific locations for signs, all signage shall be limited only to those areas.~~
 - ~~e. Signs shall be an integral part of the design of storefront alterations and new construction. Signs shall not obscure materials or prominent architectural elements of buildings or structures.~~
 - ~~f. The design and alignment of signs located on multiple-use buildings shall be coordinated so as to achieve a unified appearance.~~
 - ~~g. Unless otherwise conditioned as part of the sign approval, all signs shall be constructed of good quality, permanent materials and shall be permanently attached to the structure or building.~~
 - ~~h. Window signs which are permanently affixed to the external or internal side of windows shall consist of a medium grade or premium grade vinyl, digital image using solvent coloring, or other similar type material, shall be consistently maintained in a good and aesthetically pleasing condition, and shall be removed or replaced on an as needed basis due to use, age, and wear and tear.~~
 - ~~i. All signs shall comply with all applicable provisions of the current edition of the Florida Building Code and any town amendments thereto, and the current edition of the National Electrical Code ("NEC"), as published by the National Fire Protection Association ("NFPA"), including specifically, NFPA 70 pertaining to the standards for the safe installation of electrical wiring and equipment, as well as NFPA 101 a/k/a the "National Life Safety Code", and all other applicable codes and regulations, even if not expressly enumerated herein.~~
- ~~(6) *Illumination.* The general standard for illumination for permitted signs shall be provided by indirect lighting, halo-type lighting or channel set letters.~~
- ~~a. Indirect lighting for signs shall be provided by "goose neck" fixtures, or other architecturally compatible equipment or fixtures.~~
 - ~~b. Use of backlit signs and awnings are prohibited, unless approved by the community development director.~~
 - ~~c. Freestanding pinned or halo-type letters made of metal, sintra or plastic materials. Other materials shall be reviewed for acceptability as an alternative equivalent.~~
 - ~~d. Channel set letters with regular or LED lighting are permissible.~~

~~The community development director review of PADD signage and design will always take into consideration the quality of the proposed signs (e.g., box signs with vinyl graphics shall generally not be approved). Signs with dimension or depth are encouraged and preferred. Individual letters are preferred over box signs. Flat signs containing vinyl lettering/graphics only~~

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- ~~are strongly discouraged. Interior lit changeable copy signs for theaters and similar types of uses are permissible.~~
- ~~(7) — *Sign removal.* The face or copy of a sign or signs which advertises a business, product, service, or other use of property that has ceased operating, or which has been closed for business to the general public, or which has been abandoned, for more than 30 consecutive days, shall be removed and replaced with blank faces or appropriate light shields by either the property owner, the occupant, or the town or its independent contractors if so authorized by a final order of the code enforcement special magistrate. In the event the town is required to conduct the remedial measures required by this section to correct a violation, all fees and expenses incurred by the town in effectuating the remedial measures shall, in addition to any fines and other administrative costs and expenses that may have been imposed, constitute a lien against the real property on which the sign(s) is located. The lien may be recorded in the public records of Palm Beach County and shall bear interest at the then-current statutory rate until paid in full.~~
- ~~(8) — *Nonconforming signs.* The provisions of this subsection 78-70(p) shall apply to all signs, and specifically including signs which were constructed or installed prior to the enactment of subsection 78-70(p). All signs that do not conform to the requirements of subsection 78-70(p) are illegal nonconforming signs, and must be removed or brought into compliance with the requirements of section 78-70(p) are [as] expressly required by subsection 78-70(p)(8)a. and b.~~
- ~~a. — Illegally constructed or installed signs shall be removed immediately, or may become the subject of code enforcement action commenced by the town.~~
- ~~b. — After August 6, 2002, all nonconforming signs shall be removed or be brought into compliance with the requirements of this subsection 78-70(p).~~
- ~~(9) — *Permit required.* It shall be unlawful for any person or entity to erect, construct, post, display, or install any sign, lettering, or other form of advertising structure as herein defined, with the exception of political signs, in the PADD, without first obtaining the approval of the proposed signage and the required permit(s) from the town.~~
- ~~(10) — *Administrative sign waivers procedure.*~~
- ~~a. — *Sign waivers.* Waivers from the strict interpretation of subsection 78-70(p) may be granted by the community development director for good cause only, and provided that a majority of the required waiver criteria as set forth herein have been met. The burden of proving that a majority of the waiver criteria have been met is on the applicant. It is the intent of the community development director to review sign waiver requests, based upon the anticipated impact of the proposed waiver on other properties within the PADD, the town at-large, as well as the requirements of the applicant, and to balance the needs of each. For purposes of this section, an applicant for a sign waiver shall demonstrate "good cause" by complying with a majority of the following waiver criteria:~~
- ~~Sign waiver criteria:~~
- ~~1. — Special and unique conditions exist which are peculiar to the applicant's case and which are not generally applicable to the property located within the PADD, such as natural or manmade sight limitations from public rights-of-way;~~
 - ~~2. — The special and unique conditions are not attributable to or result from the actions of the applicant;~~
 - ~~3. — The granting of the waiver would not confer any special privilege or benefit on the applicant that is denied by the provisions of this section to other lands, buildings, businesses, or structures within the PADD;~~
 - ~~4. — The literal interpretation of subsection 78-70(p), as applied to the applicant, would deprive the applicant of rights commonly enjoyed by persons who are similarly situated;~~

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- ~~5. The waiver granted is the minimum waiver necessary for the applicant to make reasonable use of the property;~~
 - ~~6. Granting the waiver is not detrimental to the public welfare, or injurious to property or improvements in the PADD, or the town in general;~~
 - ~~7. The application is consistent with the intent of section 78-70;~~
 - ~~8. The application furthers the town's goal to establish a neighborhood and community-serving urban center;~~
 - ~~9. The application furthers the architectural and site design elements of section 78-70; and~~
 - ~~10. The application demonstrates the request for waiver will be in harmony with the general intent and purpose of section 78-70, and that such waiver or waivers will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.~~
- ~~b. *Application for sign waivers.* The application for a sign waiver shall be on a form provided by the town clerk and accompanied by a filing fee as specified by resolution of the town commission. Each application for a waiver under this section shall be in writing and shall justify and detail the reasons for the request for a waiver using the waiver criteria contained herein. The applicant must present substantial competent evidence to justify the waiver, together with the completed application form. Any written justification statements, which are submitted as evidence in support of the waiver request by a purported expert, and/or any other individual, must be sworn to under oath, signed and notarized. The application shall also be signed by the applicant or the applicant's authorized agent, and the sign company who shall be responsible for creating and installing the sign for which the sign waiver is being sought. Applicants represented by agents must submit written evidence of the delegation of agent authority or a power of attorney.~~
- ~~c. *Sign waiver application review.* An application for a waiver under this section shall be deemed abandoned 30 days after the date the community development department ("department") notifies the applicant of any deficiencies contained in the application. The department may, upon written request and justification by the applicant, grant not more than one 30-day extension. At the expiration of the 30-day period, or any extension thereof, the application shall automatically expire and become null and void. Permit fees and charges paid at the time of application, and plan review fees, shall be refunded, except that an administrative fee shall be retained. Each application for a waiver of the provisions of this section shall first be reviewed by the community development director for technical sufficiency and compliance with this section. The community development, after considering all of the substantial and competent evidence provided by the applicant or the applicant's agent in conjunction with all of the waiver criteria as set forth herein, shall render a written final administrative order containing findings of fact and conclusion of law, either granting the waiver, granting the waiver with conditions of approval, or denying the waiver. Any applicant aggrieved by a decision of the community development director may appeal the final decision as provided in Town Code section 78-186 to the planning and zoning board.~~
- ~~d. *Abandonment or expiration of sign waiver.* A waiver granted by the community development director shall automatically expire either (a) 18 months from the date of the rendition of the written resolution of the community development director granting the waiver, if a building permit has not been issued in accordance with the plans and conditions upon which the waiver was granted, or (b) if the building permit issued in accordance with the plans and conditions upon which the waiver was granted expires and is not renewed pursuant to the applicable provisions regarding renewal of building permits. The final decision of the community development director on the waiver application shall be set forth in a written administrative final development order.~~

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- (q) *Landscaping.* The provisions of this section are established to provide the Park Avenue Downtown District with landscaping that reinforces the visual features of the entire district, recognizes and provides shelter from the area's climatic characteristics, reinforces and is consistent with the architectural style of the area, and encourages pedestrian movement.
- (1) *Alleys.* Alleys shall be landscaped consistent with ~~a the town installed Greenbrier Court demonstration project, or similar~~ plan as adopted by the town commission.
- (2) *Parking lots.* Parking lots, whether a principal or accessory use, shall provide landscaping consistent with the requirements of this section.
- a. A landscape buffer, at least five feet in width shall be provided along all sides of the parking lot, excluding that side or sides which abut a building. Unless approved by the town manager, ~~or designee~~, the landscape buffer shall not be utilized for drainage purposes. One or more pedestrian walkways may be provided through the landscape buffer. A waiver to the minimum landscape buffer may be requested pursuant to subsection (l) of this section if such buffer may reduce the number of parking spaces on a property.
- b. The landscape buffer shall be protected from vehicular encroachment through the use of curbs or wheel stops.
- c. The design of the parking lot shall be approved by the town manager, ~~or designee~~.
- d. Canopy trees shall be installed in the landscape buffer at a maximum of 30 feet on center. The canopy trees, at maturity, shall be of a species which possess an average spread of at least 25 feet and a clear trunk of at least five feet. The town manager, ~~or designee~~ may approve the use of trees with a lesser mature canopy, provided that groupings of such species are utilized to achieve the average spread.
- e. Within the landscape buffer, a group of three palm trees may be substituted for one required canopy tree. Palms must attain a minimum 12 feet in height at maturity. Palms must be resistant to lethal yellowing. Not more than 50 percent of the required canopy trees may be replaced by palm trees.
- f. Within the landscape buffer, a hedge shall be installed at a minimum of two feet in height and two feet on center. Within two years, the hedge shall attain a minimum height of three feet.
- g. At least one planter island for each ten parking spaces shall be provided. In addition, planter islands shall be located at each end of each row of parking. Planter islands shall be a minimum of 75 square feet in area. The town manager, ~~or designee~~ may approve the use of landscape diamonds for interior parking lot tree planting, excluding islands at the end of parking rows. Each planter island shall contain at least one canopy tree for each 100 square feet of area or fraction thereof, in addition to shrubs and ground cover. Landscape diamonds shall be at least 16 square feet in size.
- h. All landscaping buffers and islands within a parking lot shall be irrigated.
- i. When accessory parking lots are installed as part of new construction or substantial renovation, the overall landscape plan for the principal structure and parking lot shall be consistent.
- j. At least 50 percent of the landscape materials within a parking lot shall conform to the materials installed by the town as part of the Park Avenue improvements. The remaining materials may be selected from the list in subsection (q)(3)j of this section.
- (3) *New construction and substantial revision.* New construction or substantial renovation shall conform to the requirements of this section.
- a. *Area to be landscaped.* At least ten percent of the total lot area, excluding any area utilized for required parking, shall be landscaped.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- b. *Waiver of required landscaping.* Town commission may grant a waiver, subject to the criteria of subsection (l)(7) of this section, to the ten percent landscaping requirement.
- c. *Landscaping concept.* There are no minimum planting, buffer, or other similar requirements. It is the town commission's intent that landscaping be provided in a manner that:
 - 1. Is consistent with the landscaping and materials installed by the town along Park Avenue;
 - 2. Is consistent with the pedestrian-orientation of the Park Avenue Downtown District;
 - 3. Is consistent with the landscape principles for urban landscaping in this climate; and
 - 4. Is consistent with, and enhances, the overall architectural style of the Park Avenue Downtown District.
- d. *Overall landscaping.* The required area to be landscaped may include any of the following:
 - 1. Entry features;
 - 2. Massing of landscaping to produce focal points;
 - 3. Foundation plantings;
 - 4. Trellises, arbors, and similar structures;
 - 5. Planter and flower boxes;
 - 6. Freestanding planters and pottery;
 - 7. Sidewalk plantings;
 - 8. Landscaped courtyards, loggias, patios, and similar open areas available for public use;
 - 9. Materials installed within publicly owned lands; and
 - 10. Materials installed at other locations that will benefit the public, pedestrians, and the overall appearance of the Park Avenue Downtown District.
- e. *Approval of landscape plans.* Unless otherwise directed by a development approval granted by the town commission, all landscape plans shall be approved by the town manager, or designee.
- f. *Preparation and content of landscape plans.* All landscape plans shall be prepared by a landscape architect licensed by the state. Landscape plans shall include the following elements:
 - 1. Location of all plant material;
 - 2. Quality of all plant material;
 - 3. Quantity of all plant material;
 - 4. Average size of all plant material;
 - 5. Spacing of all plant material;
 - 6. Name of all plant material, both common and botanical;
 - 7. Mulching to be utilized;
 - 8. Fertilizing to occur;
 - 9. Planting area preparation;
 - 10. Location of underground and aboveground utilities, easements, drainage proposed within landscaped area, and other similar improvements affecting the plant material;

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

11. Approximate elevation of landscaped areas;
 12. Location of proposed improvements;
 13. Description of general installation techniques to be utilized;
 14. Planting details for trees, palms, shrubs, ground cover, turf, grass, etc.;
 15. Planting details for planting boxes, pottery, etc.;
 16. Location of proposed paving;
 17. Location of proposed walkways from public rights-of-way;
 18. Location of proposed building pass-throughs from the alley to front of buildings;
 19. Location of proposed parking areas, vehicular circulation, and access to public rights-of-way;
 20. Statement regarding proposed irrigation design and equipment specifications;
 21. Statement, if applicable, regarding compatibility of trees and palms with overhead power lines; and
 22. Other information as may be required by the town.
- g. *Installation, maintenance, and plant material quality.* Installation, maintenance, and plant material quality of all landscape materials shall be consistent with article VIII of this chapter.
- h. *Materials utilized.* At least 50 percent of all trees utilized shall be consistent with the species used for the Park Avenue improvements or species utilized or required by the town for alley improvements. The remaining trees shall be selected from the list provided in subsection (q)(3)j of this section.
- i. *Permitted plant material.* The following landscape materials are permitted within the Park Avenue Downtown District.
- j. *Permitted trees.* Trees may be selected from the list presented below:
1. Beauty Leaf (*Calophyllum inophyllum*);
 2. Black Calabash (*Enallagma latifolia*);
 3. Black Olive (*Bucida buceras*);
 4. Blolly (*Guapira discolor*);
 5. Buttonwood/Silver Buttonwood (*Conocarpus erectus*);
 6. Coconut Palm (*Cocos nucifera "malayan"*);
 7. Cuban Tamarind (*Lysioma sabicu*);
 8. Dahoon Holly (*Ilex Cassine*);
 9. Flowering Dogwood (*Cornus florida*);
 10. Frangipani (*Plumeria spp.*);
 11. Geiger Tree (*Cordia Sebestena*);
 12. Gumbo Limbo (*Bursera simaruba*);
 13. Hackberry (*Celtis laevigata*);
 14. Lignum Vitae (*Guaiacum sacatum*);
 15. Jacaranda (*Jacaranda acutifolia*);

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

16. Magnolia (*Magnolia grandiflora*);
 17. Mahogany (*Swietenia mahogani*);
 18. Mimusops (*Manilkara roxburghiana*);
 19. Oak (*Quercus sp.*);
 20. Orchid Tree (*Bauhinia spp.*);
 21. Paradise Tree (*Simarouba glauca*);
 22. Pigeon Plum (*Coccoloba diversifolia*);
 23. Pink Trumpet (*Tabebuia pallida*);
 24. Pitch Apple (*Clusia rosea*);
 25. Red Bay (*Persia burbonia*);
 26. Red Maple (*Acer rubrum*);
 27. Royal Palm (*Roystonea elata*);
 28. Royal Poinciana (*Delonix regia*);
 29. Satin Leaf (*Chrysophyllum oliviforme*);
 30. Sea Grape (*Coccoloba uvifera*);
 31. Sea Hibiscus (*Hibiscus tiliaceus*);
 32. Slash Pine (*Pinus elliottii*);
 33. Soapberry (*Sapindus saponaria*);
 34. Strong Bark (*Bareiro succulenta var. revoluta*);
 35. Stoppers (*Eugenia spp.*);
 36. Tamarind (*Lysiloma tatisilique*);
 37. Tamarind (*Tamarindus indica*);
 38. Tree of Gold (*Tabebuia argentea*);
 39. Twinberry (*Myricanthes fragrans*);
 40. Washington Palm (*Washingtonia robusta*); and
 41. Wax Myrtle (*Myrica cerifera*).
- k. ***Bushes and shrubs.*** Bushes and shrubs shall be consistent with the species used for the Park Avenue improvements or alley improvements landscape plan adopted by the town.
- l. ***Ground cover.*** Ground cover shall be consistent with the species used for the Park Avenue improvements or alley improvements landscape plan adopted by the town.
- m. ***Alternative landscape materials.*** Subject to approval by the town manager, or designee, a landscape plan may utilize one or more materials not specifically authorized by this section. Alternative landscape materials must be demonstrated to be consistent with the purposes and intent of this section.
- (r) ***Architectural requirements.*** The provisions of this section are established to provide the Park Avenue Downtown District with an overall, harmonious architectural style that is consistent with the area's history, provides a human-scale environment, and will assist in revitalizing and redevelopment of the entire area.
- (1) ***Architectural environment.*** The overall, harmonious architectural environment envisioned by the section shall include the following elements:

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

Encourage flexibility

- a. An overall, unified design and character for the Park Avenue Downtown District;
 - b. An overall style utilizing Mediterranean Revival architecture, or alternative architectural style as provided herein as indicated conceptually in Figures 78-70-4 and 78-70-5;
 - c. A massing of buildings, which helps create a pedestrian environment;
 - d. Ground level retail space or other ground level amenities which are of interest to pedestrians;
 - e. Avoidance of blank walls, dead spaces, or similar features without pedestrian interest;
 - f. A use of common features such as parapet or clay tile roofs, the shape of windows and doors, and ornamentation;
 - g. A variety of protective features, attentive to the South Florida climate, such as arcades and awnings, building overhangs, landscaping, and the size, location, and shape of windows and doors; and
 - h. The use of textured or smooth stucco, roof tiles, painted window frames, and stucco moldings.
- (2) *Alternative architectural styles.* The town commission, following an advisory recommendation by the planning and zoning board, may authorize the use of either Spanish Mission, Spanish Colonial, Mizner, Florida Vernacular, Key West, Bermuda/Island, or similar complementary architectural style. However, the use of such alternative architectural style shall be consistent with the overall pedestrian-oriented character as provided herein.
- (3) *Architectural examples.* The following are cited as examples of Mediterranean Revival architecture, appropriate to be considered for design purposes for new construction or substantial renovation within the Park Avenue Downtown District:
- a. Lake Park Town Hall;
 - b. 918 Building, Park Avenue, Lake Park;
 - c. Paramount Theatre and Shops, 145 N. County Road, Palm Beach;
 - d. Via Mizner, Worth Avenue, Palm Beach;
 - e. Via Parigi, Worth Avenue, Palm Beach;
 - f. Worth Avenue, between the Everglades Club and Memorial Fountain and Plaza, Palm Beach;
 - g. Seaboard Coastline Railroad Station, West Palm Beach;
 - h. Florida East Coast Railroad Station, Boca Raton;
 - i. 71 North Federal Highway, Old Boca Raton City Hall, Boca Raton; and
 - j. Boynton Beach Women's Club, Boynton Beach.
- (4) *Town commission approval required.* As provided by subsection (j) of this section, the town commission, following an advisory recommendation by the planning and zoning commission, may deny, approve, or approve with conditions all new buildings in excess of 2,500 square feet, any substantial renovation of an existing structure, or any expansion or alteration of an existing structure which creates a building height in excess of 25 feet or two stories. This approval shall include specific architectural elevations or renderings of such proposed construction, renovation, expansion, or alteration, including building colors, roof treatments and materials, style and location of windows and doors, etc. This approval shall include a site plan and landscape plan.
- (5) *Major architectural elements.* The following is a list of major architectural elements that may be included within an overall plan to construct, substantially renovate, expand, or alter a structure or building within the Park Avenue Downtown District.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- a. *Roofs.* Roof characteristics include:
 1. Flat roofs with parapet an average of four feet in height;
 2. Hip or gable roofs, minimum of 4:12 pitch;
 3. Red barrel, "S" shape, or similar style clay or cement tiles, or equivalent material; and
 4. Exposed rafter tails.
- b. *Pedestrian walkways.* Pedestrian walkways shall be provided along the front and sides of buildings. Pedestrian walkways shall be integrated with adjacent properties which provide similar facilities. Pedestrian walkway characteristics include:
 1. Arcades, with minimum width of eight feet and minimum height of 12 feet;
 2. Awnings, with minimum width of eight feet and minimum clearance of eight feet;
 3. Colonnades with a minimum width of eight feet and a minimum clearance of 12 feet; and
 4. Arcades, awnings, or colonnades present along all sides of a structure facing a public right-of-way, excluding alleys.
- c. *Windows.* Window characteristics include:
 1. Predominantly semicircular arches integrated into window designs;
 2. Frames, etc., to be contrast with principal color of structure;
 3. Large ground level storefront windows, with windows consisting of at least 50 percent of the wall area of the storefront;
 4. Smaller, multipaned windows as nonstorefront and aboveground windows;
 5. Use of clear glass or similar alternative;
 6. Avoidance of reflective glass;
 7. Recessed openings;
 8. Wrought iron window grilles or gates; and
 9. Hurricane/security panels which are either removable, recessed, or architecturally compatible with overall design, and consistent with wind load resistance standards.
- d. *Building and pedestrian linkages.* Characteristics of such linkages are landscaped or shaded courtyards, loggias, patios, fountain areas, and pedestrian walkways or vias to parking areas and sidewalks.
- e. *Vertical features.* Vertical features characteristic of this style include bell towers and chimneys, especially for larger structures.
- f. *Building features and ornamentation.* Characteristics of such features include:
 1. Cornices and parapets, moldings, pilasters, stringcourses, low relief carvings, window surrounds, asymmetrical facades, multi-level roofs, and similar elements;
 2. Wood, tile, plaster, poured concrete, or brick materials, consistent with overall design and style;
 3. Arcades designed with predominantly semicircular arches; and
 4. Functional and ornamental balconies and balustrades located on the walls or facades facing public rights-of-way, excluding alleys.
- g. *Doors.* Doors may be characterized by:
 1. Predominantly semicircular arches integrated into door design;

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

2. Recessed openings;
 3. Fan lights above or next to openings;
 4. Scaled and proportionate to balance of structure;
 5. Articulated and ornamental door design;
 6. Use of wood, wrought iron, etc., or similar materials to convey mass, strength, etc.; and
 7. Natural stain, dark stain, or dark paint with flat finish;
- h. *Pedestrian access.* Pedestrian access shall be provided as follows:
1. Principal public entrances located along or facing Park Avenue;
 2. Secondary public entrances:
 - i. Located along public rights-of-way, excluding alleys; and
 - ii. Unless authorized by the town commission, not located along alleys;
 3. Doors and storefront entrances located not more than 50 feet apart; and
 4. Entrances to be a focal points, clearly visible from streets and pedestrian ways.
- i. *Colors and finish.* Buildings to reflect the following characteristics:
1. Principal walls and facades to be painted a uniform color. Different colors for individual storefronts is subject to approval of town manager, or designee.
 2. Colors to be utilized for walls and facades are white, light gray, coral, pastels (pink, peach, and yellow), buff, beige, and sand, or any other color associated with the selected architectural style of the structure;
 3. Wall and facade colors and contrasting colors associated with the Mizner style, including Mizner blue, light blue, Valencia blue, light green, Mizner yellow, red, brown, and blue, or any other color associated with the selected architectural style of the structure;
 4. Ornamentation, trim, courses, etc., may be painted white or a contrasting color such as dark brown, dark gray, or any other color associated with the selected architectural style of the structure;
 5. Window frames, door frames, etc., may be painted white or a contrasting color such as dark brown, dark gray, or any other color associated with the selected architectural style of the structure;
 6. Walls to be a smooth or textured stucco or plaster, or stone;
 7. Awnings may be solid or striped, and reflect a variety of colors, including white, black, and light or dark blue, red, green, and brown; and
 8. Roof materials may be red, brown, white or other color consistent with the overall color scheme of the structure. Additional colors which complement or are compatible with the colors listed above may be approved by the town commission or town manager, or designee as part of the overall approval process.
- j. *Other features.* Other features, such as gutters, down spouts, flashing, etc., shall be incorporated as follows:
1. Gutters and down spouts shall be designed as a continuous architectural feature;
 2. Gutters and down spouts shall be painted to match the feature on which it is located (wall, fascia, etc.); and

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

3. Exposed flashing, vent stacks, vent pipes, etc., shall be painted to match the feature upon which installed (roof, wall, etc.).

Still in review.

- k. **Building height.** A minimum of two stories is required for all new structures, and a maximum of **four six** stories for all new construction or substantial renovation.
- l. **Vehicular access.** Vehicular access to Park Avenue for newly constructed buildings or substantially renovated structures shall be prohibited. However, such access may be permitted subject to a waiver granted by the town commission pursuant to subsection (l) of this section.
- m. **Building location.** At least 50 percent of the building line of all new construction, all substantial renovation, and any new structure or expansion of an existing structure in excess of two (stories) or 25 feet in height shall provide a front setback of zero feet. Recesses in the required zero setback building line for architectural features such as doors, courtyards, storefront entrances, etc., may be allowed when part of an overall design consistent with the requirements of this section.
- n. **Uniformity of building treatment.** Architectural treatments, including screening of mechanical equipment, shall be provided along all sides of a building or a structure.
- o. **Encroachments.** The town Staff may authorize encroachments of not more than 36 inches over public sidewalks for architectural features such as eaves, balconies, balustrades, etc., when features are part of an overall architectural design for new construction or substantial renovation. Overhead clearance of at least 12 feet shall be provided.

~~(s) Nonconformities. In addition to the provisions of article VII of this chapter, the following requirements shall apply:~~

Same as general code 78-214 - (limited to 90 days).

- ~~(1) Discontinuation of nonconforming uses. A nonconforming use which has been discontinued for more than 90 consecutive days shall not be re-established.~~
- ~~(2) Evidence of discontinuation. One or more of the following items may be used by the town to determine if a nonconforming use has been discontinued:
 - a. Failure to obtain or renew required occupational license or licenses;
 - b. Failure to obtain or renew required county or state licenses or permits;
 - c. Termination of electric, water, sanitary sewer, natural gas, or telephone service; and
 - d. Failure to provide business receipts to demonstrate business activity.~~

Enforcement period was between 1999-2004 - no records of enforcement found. Antiquated language.

- ~~(3) Security bars, shutters, gates, and awnings. Security bars, shutters, gates, awnings and related equipment visible from a public right-of-way that do not conform to the requirements of this section shall be removed within five years after the effective date of this section. The provisions of this section shall apply to all such equipment legally constructed or installed prior to the effective date of this section. All such equipment is considered legal nonconforming improvements. Equipment illegally constructed or installed prior to the effective date of the ordinance from which this section is derived shall continue to be considered illegal improvements.
 - a. Illegally constructed or installed equipment shall be removed immediately or be the subject of code enforcement action by the town.
 - b. Legal nonconforming equipment may be repaired and maintained subject to article VII of this chapter.
 - c. Within five years following the effective date of the ordinance from which this section is derived, all legal nonconforming equipment shall be removed or brought into compliance with the requirements of this section.
 - d. Within 60 days following the effective date of the ordinance from which this section is derived, the town shall notify by certified mail all property owners of the revised equipment~~

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

~~requirements and of the requirement to remove nonconforming signs or bring such signs into conformity.~~

~~e. A property owner or tenant may appeal to the town commission for a time extension or waiver from the requirement to remove nonconforming equipment. An application to request a time extension or waiver from the equipment removal requirement shall contain the following information:~~

- ~~1. The name and address of the property owner;~~
- ~~2. A photograph indicating the specific location and size of the affected improvements;~~
- ~~3. A copy of the building permit for the affected improvements;~~
- ~~4. A certified estimate of installation costs;~~
- ~~5. A certified estimate of replacement costs;~~
- ~~6. How the request for time extension or waiver complies with the waiver criteria contained in subsection (l)(7) of this section;~~
- ~~7. Other information in support of the request; and~~
- ~~8. The additional amount of time requested prior to or waiver from removal of the sign.~~

~~f. The town commission may grant a waiver from the removal requirement, grant the entire time extension requested, grant a partial time extension, or deny the request. The waiver criteria contained in subsection (l)(7) of this section shall be utilized by the town commission when making its decision.~~

~~(t) Use and payment of outside consultants. In order to more thoroughly review site plans, landscape plans, architectural plans and elevations, traffic impact studies, shared parking studies, or any similar professional study or document submitted as part of an application for development approval, the town manager may authorize the use of one or more consultants to review such studies or documents.~~

~~(1) Selection of consultants. Consultants shall be selected in accordance with applicable town requirements or policy.~~

~~(2) Consultant payment. An applicant for development approval shall provide an agreement, in a form acceptable to the town manager and town attorney, to guarantee payment of all reasonable expenses incurred by consultants employed by the town. The agreement shall include payment or surety in an agreed-upon amount to meet such reasonable consultant expenses.~~

~~(3) Development approvals. The town commission or town Staff may withhold issuance of a development approval, administrative approval, site plan approval, or similar forms of approval if costs incurred by a town consultant have not been fully reimbursed.~~

(u) *Use and work in the public right-of-way.* A permit is required for any work undertaken within the public right-of-way. Before the town engineer shall approve a permit for such work, plans and specifications of the proposed improvements shall be submitted and examined to determine that they meet engineering standards and all the requirements set forth herein.

(1) *Sidewalk café and courtyard:* A sidewalk café or courtyard is a group of tables with chairs and associated articles approved by the town situated and maintained outside on public property and used for the consumption of food and beverages sold to the public from an adjoining business. All tables and chairs and associated articles must be located within the sidewalk café or courtyard permit area. Sidewalk café and courtyards are only allowed when in compliance with this section.

a. *Permit and fees:* It shall be unlawful for any person to establish a sidewalk café or courtyard at any site unless a valid permit to operate a sidewalk café or courtyard has been

Standard operating procedure. All applications include a cost recovery form signed by the applicant.

NEW recently adopted provisions to remain.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

obtained for that site, from the town pursuant to this section. The permit shall not be issued until all the requirements of this section have been met. Permits shall not be transferable.

1. Each permit shall be effective for one year, from October 1st until September 30th. Any new permit application received after October 1st until April 1st will pay the full cost of the permit fee and the permit shall expire September 30th of the following year. Any new permit application received after April 1st will pay one-half of the cost of the permit fee and the permit shall expire September 30th of the same year.
 2. The sidewalk café or courtyard application fee is \$150.00. The permit fee is \$4.75 per square foot of approved sidewalk café or courtyard space.
 3. Renewals of a sidewalk café or courtyard permit and payment of fees must be submitted and approved on or before October 1st of each year.
 4. *Late renewal fee:* If a renewal payment is not submitted by October 1st, it shall be considered late and subject to a late fee of ten percent, plus an additional five percent late fee if payment is not received by the first of each month thereafter until paid, provided that the total late fee shall not exceed 20 percent. If a renewal payment is not submitted by October 1st, the town has the right to immediately cancel the sidewalk café or courtyard permit upon written notice to the permit holder.
- (2) *Required information:* In addition to the required permit application and permit fee, the following must be provided at the time the application is submitted or renewed:
- a. A copy of a valid business tax receipt; and description of use.
 - b. A sketch plan of the area between the store front and vehicular travel surface or public space, drawn to a minimum scale of 1"= 10' which shows:
 1. The sidewalk café or courtyard area including square footage and dimensions;
 2. The store front and all openings (doors, windows) and identification on how public sidewalk circulation is being maintained;
 3. The location of curb, sidewalk, and any utility poles, fire hydrants, landscaping, or other items within the right-of-way and private property, between the curb and the store front including dimensions;
 4. The location of any of the above items which are within six feet of the ends of the proposed use area; and the location of parking spaces (or use of the street or public space) adjacent to the proposed use area;
 5. Clear delineation of the boundary between private property and the right-of-way including dimensions.
 6. Delineation of "clear pedestrian pathways" and "No Table Zones" as required by subsection (3)e. and f.;
 7. Proposed location of chairs with tables, and other private features such as but not limited to hostess stands, umbrellas, etc.;
 8. Proposed location of sidewalk café or courtyard barriers as required by subsection (3)g.;
 9. Photographs and/or manufacturer brochures depicting the chairs, tables, umbrellas, menu boards and logos, and other temporary private features including, but not limited to, lighting, planters, ropes, stanchions and other equipment to be used in the proposed sidewalk café or courtyard area;
 10. If the permittee intends to use property in front of an adjacent business, the permittee must submit a notarized statement from the adjacent business owner(s) indicating the adjacent business owner has allowed the use of the sidewalk in the front of their business(s), on a form acceptable to the town.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

11. Proof of insurance with the town and CRA as certificate holders and limits approved by the town's risk management department and a hold harmless agreement.

(3) *Regulations governing the use, design, and maintenance of a sidewalk café and courtyard:*

- a. A sidewalk café or courtyard shall only be established in conjunction with a legally established restaurant or business, where the food product is prepared, processed, or assembled on the premises (for example: deli, ice cream store, sandwich shop, craft drinks, etc.) where the food or drink preparation is the main or sole purpose of the business. A business that prepares, processes or assembles food on the premises, where such food or drink preparation or assemblage is not the main or sole purpose of the business shall not be allowed to establish a sidewalk café or courtyard.
- b. A sidewalk café or courtyard may only be established in front of the business or along a side street adjacent to the business, or in front of public open space plazas adjacent to the business, and such businesses immediately adjacent to the business with which the sidewalk cafe and courtyard is associated. The sidewalk café or courtyard shall not be established adjacent to a travel lane or on-street parking, unless there is no ability to establish a sidewalk cafe and courtyard adjacent to the storefront, in which case a sidewalk café or courtyard may be located adjacent to a traffic lane or street parking as long as a five foot clear pedestrian path is provided and the tables and associated chairs provide a minimum setback of two feet from the vehicular travel lane and associated curbing. This two foot setback does not apply when the tables are immediately adjacent to on-street parking.
- c. Alcoholic beverages may be consumed at a sidewalk café or courtyard.
- d. The use of tables and chairs at a sidewalk café or courtyard shall be only for the customers of the business with which the sidewalk café or courtyard is associated. Tables, chairs, umbrellas, barriers and other objects associated with a sidewalk café or courtyard shall be of quality design, materials and workmanship both to ensure the safety and convenience of users and to enhance the visual and aesthetic quality of the urban environment.
- e. Sidewalk café or courtyard operators shall maintain a clear pedestrian path of a minimum of five feet at all times. The five foot clear pedestrian path shall be parallel to the street and/or alley. In the event a five foot clear pedestrian path adjacent to the curb is interrupted by street furniture, trees, tree rates or similar impediments, then the sidewalk café or courtyard operator may provide for a five foot clear pedestrian path commencing from the edge of the impediment closest to the building façade for a distance of five feet towards the building. In areas of higher pedestrian traffic or activity or if conditions are such that additional clearance is required to assure safe pedestrian travel, additional clear space shall be required. A clear pedestrian path greater than five feet may be required on sidewalks with an adjacent traffic lane.
- f. A "No Table Zone" is hereby established. No sidewalk café or courtyard tables or chairs shall be located within the "No Table Zone". The "No Table Zone" is that area located at the intersections of Park Avenue with any side street, within 20 feet of the extended curb line of the intersection. The 20 feet will be measured perpendicular to the street from the extended curb.
- g. The sidewalk café or courtyard area is to be segregated from the pedestrian pathway by means of barriers such as planter, railings or other similar moveable fixtures or other clearly visible demarcation. No part of the barrier shall be located within the required five foot clear pedestrian pathway as defined in subsection 5 above.
- h. In addition to approved business signs, the sidewalk café or courtyard may have one of the following signs:
 1. A wall mounted menu board sign that does not exceed three square feet.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

2. A free-standing easel or art object that does not exceed five feet in height that holds a menu board with a sign face not to exceed six square feet (2 ft. x 3 ft.).

The free-standing easel or art object must be placed immediately in front of the business in the permitted sidewalk café or courtyard area. These signs shall not require further site plan review and approval and are an exemption to requirements within the town's sign Code. Portable signs shall be prohibited except as allowed in the town Code.

- i. Food may be carried to tables by patrons or served by a table water/waitress. The use of food preparation stations, trash receptacles and cash registers are prohibited within the sidewalk café or courtyard area.
- j. The use of carpeting, artificial turf, or other services of any kind must be approved as a part of the sidewalk café or courtyard application.
- k. All services provided to patrons of a sidewalk café or courtyard and all patron activity (i.e. sitting, dining, etc.) shall occur within the designated sidewalk café or courtyard area, and shall not impinge on the required five foot clear distance for pedestrian passage at any time.
- l. Hours of operation for food sales shall be the same as the associated business hours of operation. Alcohol sales require a State license and shall adhere to the Town Code requirements for alcohol sales.
- m. The area covered by the permit, including the sidewalk, curb and gutter immediately adjacent to it, shall be maintained in a clean, neat, attractive and orderly manner at all times and the area shall be cleared of all debris and stains on a periodic basis during the day and again at the close of each business day, ensuring a tidy appearance. All items must be properly secured when the business is not in operation. The permittee shall also be responsible to pressure clean the sidewalk surface on which the sidewalk café or courtyard is located at least once a week or more frequently, if needed, and pick up all litter and debris including litter and debris in the landscaped areas adjacent to the sidewalk café or courtyard area under permit.
- n. No tables, chairs, or any other part of sidewalk cafe and courtyards shall be attached, chained, or in any manner affixed to any tree, post, sign or other fixtures, curb or sidewalk within or near the permitted area.

(intentionally left blank)

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

**TABLE 78-70-1
PERMITTED AND CONDITIONAL USES
PARK AVENUE DOWNTOWN DISTRICT**

NOTES

- X = Not Permitted.
- P = Permitted, may be subject to additional standards.
- C = Conditional Use, Town commission Approval Required.
- AA = Administrative Approval Required.
- < = Less Than
- > = More Than

Use Table has been modified to reflect discussions at previous workshops. It can be tweaked further as needed.

USE CATEGORY	<1,500 Square Feet	1,501—2,500 Square Feet	>2,500 Square Feet	Additional Standards
I. RESIDENTIAL (i)				
Apartment/Dwelling Unit (including Home Occupation per Section 78-151)	C	C	C	1
<u>Airbnb's / Bed and Breakfast Inn within existing single-family structures</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>1</u>
II. BUSINESS AND PROFESSIONAL OFFICES (i)				
Business Office	P	P	P	
Employment Office, excluding Day Labor, Labor Pools, etc.	P	AA	AA	2
Laboratories, Medical/Dental	P	P	P	2
Medical/Dental Office, excluding Outpatient Clinics	P	P	P	

Office category above

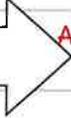
Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

USE CATEGORY	<1,500 Square Feet	1,501—2,500 Square Feet	>2,500 Square Feet	Additional Standards
Professional Office	P	P	P	
Veterinary Office and Animal Grooming, excluding Animal Boarding	P	AA	AA	3
III. PERSONAL SERVICES (i)				
Appliance and Electronic Repair, Small	P	P	P	
Art Studio, <u>or Art Gallery, with or without instruction</u>	P	P	P	
Bakery	P	AA	AA	4
Barbershop, <u>Beauty Salon</u>	P	P	P	
Beauty Salon	P	P	P	
Broker, Stock Market	P	P	P	
Dance Studio, <u>with or without instruction</u>	P	P	P	5
Drama Studio, Instructional	P	P	P	
Dry Cleaning and Laundry, Drop-off and Pickup Only	P	P	P	6
Financial Institutions, including Banks, Savings and Loan, Thrifts, and Credit Unions	P	P	P	7
Gymnasium, Spa, and Health Club	P	AA	AA	
Interior Design Studio, including Sales	P	P	P	
Massage, Therapeutic	P	P	P	8

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

USE CATEGORY	<1,500 Square Feet	1,501—2,500 Square Feet	>2,500 Square Feet	Additional Standards
Music Studio, <u>with or without instruction</u>	P	P	P	
Parking Lot <u>or Structure</u> , Public or Private	P	P	P	9
Photography Studio, <u>with or without instruction</u>	P	P	P	
Printing, Blueprinting, and Related Services	P	P	P	
Shoe Repair	P	P	P	
Tailor/Dressmaker	P	P	P	
Travel Agency	P	P	P	10
IV. RETAIL AND COMMERCIAL (i)				
Antique Shop	P	P	P	
Apparel Store, Women's, Men's and Children's	P	P	P	
Art Gallery, including Artist's Studio	P	P	P	
Arts and Crafts Shop	P	P	P	
Automobile, Motorcycle, Truck, Recreational Vehicle, Mobile Home, and Boat Body and Paint Shop	X	X	X	
Automobile, Motorcycle, Truck, Recreational Vehicle, Mobile Home, and Boat Repair Shop	X	X	X	
Automobile, Motorcycle, Truck, Recreational Vehicle, Mobile Home, and Boat Sales and Rental	X	X	X	

Already included
above



Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

USE CATEGORY	<1,500 Square Feet	1,501—2,500 Square Feet	>2,500 Square Feet	Additional Standards
Automobile Gasoline Service Station	X	X	X	
Bars and Lounges	X	X	X	
Beauty Supply Shop	P	P	P	
Bicycle Sales and Rental	P	P	P	11
Book Store, including New and Used Books	P	P	P	
Business, Computer, and Electronic Machinery Sales and Service	P	P	P	
<u>Coffee Shop</u>	<u>P</u>	<u>P</u>	<u>P</u>	
Consignment Shop	P	AA	AA	
Convenience Store	X	X	X	
Department Store, including Apparel, Housewares, Dry Goods, Notions, Jewelry, Home Furnishings, etc.	P	AA	AA	
Discount Sales Store	X	X	X	
Draperies and Slipcover Shop, excluding workroom which exceeds 40% of total floor area	P	P	P	
Fabric, Sewing, and Knitting Supply Store	P	P	P	
Florists, excluding Nurseries	P	P	AA	12
Fruit and Vegetable Market	P	AA	AA	13
Gift Shop, including Greeting Cards, Glassware, China, etc.	P	P	P	

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

USE CATEGORY	<1,500 Square Feet	1,501—2,500 Square Feet	>2,500 Square Feet	Additional Standards
Grocery Store, General	X	X	X	
Grocery Store, Specialty	X	AA	C	14
Hardware, Paint, and Garden Supply Store	P	P	P	
Hobby/ <u>Craft</u> Shop	P	P	P	
<u>Hotel</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>15</u>
Jewelry Shop	P	P	P	
Laundry, Self-Service	X	X	X	
Leather Goods and Luggage Shop	P	P	P	
Mail, Shipping and Packing Stores (Private)	P	P	P	
Microbrewery Brewery Brewpub	C C P	C C P	C C P	<u>15 16</u>
Music Store, including CDS, Tapes, and Records	P	P	P	
Musical Instruments, including Music Lessons	P	P	P	
<u>Newsstand</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>16</u>
<u>Novelty Shop</u>	<u>P</u>	<u>P</u>	<u>P</u>	
Office Supply Store	P	P	P	
Pawnshop	X	X	X	
Pet Shop and Animal Grooming, excluding Animal Boarding	P	AA	AA	<u>17</u>

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

USE CATEGORY	<1,500 Square Feet	1,501—2,500 Square Feet	>2,500 Square Feet	Additional Standards
Pharmacy/Drugstore	P	AA	C	
Photography Supplies and Film Developing, including Studio	P	P	P	
Restaurant, Fast-Food	X	X	X	
Restaurant, General	P	AA	C	18
Restaurant, Specialty	P	AA	C	19
Restaurant, Takeout	X	X	X	
Retail, General, <u>not otherwise specified herein</u>	P	P	P	
Sporting Goods Store, New and Used	P	P	P	
Storage, Indoor/Outdoor, as a principal use	X	X	X	
Thrift/Used Merchandise/Junk Store	X	X	X	
Tobacco Shop	P	P	P	
Toy Store	P	P	P	
Video Store	P	P	P	
Warehouse and Warehouse Sales	X	X	X	
Wholesale and Wholesale Sales	X	X	X	
V. RECREATION (i)				
Adult Entertainment	X	X	X	

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

USE CATEGORY	<1,500 Square Feet	1,501—2,500 Square Feet	>2,500 Square Feet	Additional Standards
Arcades, Video/Computer	X	X	X	
Entertainment, Indoor	P	AA	C	
Temporary Uses, Public and Private	AA	AA	AA	20
Theater, Indoor	P	AA	C	
VI. CIVIC USES				
Churches	X	X	X	
Government Offices	P	AA	C	21
Schools, Elementary and Secondary, Public and Private	X	X	X	
Schools, Post-Secondary	C	C	C	22

- (i) The Town Commission may approve any use not specifically prohibited in Table 78-70-1 that is similar to another use listed. The use will be treated as a conditional use and is required to adhere to the conditional use approval process.

Additional standards (for Table 78-70-1):

- (1) Residential dwelling units. Residential dwelling units shall not be located on the ground floor of any building or structure. may be permitted anywhere within a development site. Residential only developments within the PADD shall only be permitted within properties that do not have direct street frontage on Park Avenue or 10th Street. Existing single-family homes within the district may continue to exist as single-family structures and improved on as such, until which time they are demolished with the intent to redevelop as another use type. Airbnb's, or Bed and Breakfast Inns are permitted. Airbnb's or Bed and Breakfast Inns shall be located within existing single-family residential units within the district, or act as active liner uses that serve to create a buffer area and conceal interior parking areas of larger commercial uses. Airbnb's and Bed and Breakfast Inns shall meet all of the following review criteria:
- (a) The operator must reside within the establishment.
 - (b) Palm Beach County Fire Prevention Code and Florida Building Code occupancy limitations must be strictly adhered to – a detailed floor plan must be submitted

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- for review and inspection. Occupancy will need to be reduced if all requirements cannot be met.
- (c) Parking requirements must be met, or occupancy must be reduced.
 - (d) Only one professionally produced sign, a maximum of six square feet in sign face area, and three feet in height (or wall mounted no higher than the location of the main entrance door), indicating the residence name and contact information may be allowed. Illumination is only permissible by indirect lighting, such as decorative gooseneck lighting, or other similar decorative lighting fixture. Pastels and bright colors are not permitted.
 - (e) Only exterior alterations necessary to assure safety of the structure or enhance the compatibility with the surrounding neighborhood shall be made for the purpose of providing an Airbnb, or Bed and Breakfast.
 - (f) Activities such as weddings, receptions, or social events that attract more individuals than the occupancy allows, shall be prohibited, unless a Special Event application is applied for in advance and approved by all reviewing entities.
- ~~(2) Ground floor uses. Medical and dental laboratories, and employment offices on the ground floor of any building or structure are prohibited.~~
- ~~(3) Veterinary office. Overnight boarding of animals, except for bona fide emergencies, is prohibited.~~
- (4) *Bakery.* A bakery shall be limited to retail sales only, and shall sell only products baked on premises. Sale of sandwiches, salads, soups, and beverages is permitted as an accessory use.
- (5) *Dance studios.* Studios shall provide instruction only, commercial dancehalls or ballrooms are prohibited.
- (6) *Dry cleaning.* Dry cleaning on premises is prohibited.
- (7) *Financial institutions.* Drive-in or drive-through facilities are prohibited, however, pedestrian walk-up facilities and automatic teller machines (ATMs) are permitted.
- ~~(8) Massage therapists. Massage therapists shall be licensed pursuant to F.S. ch. 480.~~
- (9) *Parking lot or structure, public or private.* Commercial parking lots or structures shall comply with the standards listed below:
- a. Vehicular access to commercial parking lots or structures shall be approved by the town engineer.
 - b. Landscaping shall be provided pursuant to subsection (q) of this section.
 - c. Parking lot or structure and security lighting shall be directed downward and away from adjacent residential zoning districts.
 - d. A commercial parking lot or structure of less than 50 spaces shall be reviewed pursuant to the administrative approval.
 - e. Commercial parking lots or structures in excess of 50 spaces shall be approved by the town commission as a conditional use.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- f. Commercial parking structures shall incorporate an architectural design that is compatible with surrounding properties and liner buildings with active uses and features that accentuate the exterior walls and integrate into the surrounding area, in addition to the architectural design guidelines provided herein. Town Commission approval is required.
- (10) *Travel agencies.* Travel agencies on the ground floor of any building or structure are prohibited.
- (11) *Bicycle sales and rental.* Bicycle sales and rental shops may provide outdoor display of merchandise, subject to the following:
- a. The outdoor display is limited to not more than 50 percent of the width of the storefront;
 - b. The outdoor display shall not impede pedestrian traffic; and
 - c. At least five feet of clear area shall exist between the outdoor display and the edge of pavement or sidewalk.
- (12) *Florists.* Florists may establish greenhouses as an accessory use, provided such use shall not occupy more than 20 percent of the gross floor area of the shop.
- (13) *Fruit and vegetable markets.* Fruit and vegetable markets may provide outdoor display of merchandise, subject to the following:
- a. The outdoor display is limited to not more than 50 percent of the width of the storefront;
 - b. The outdoor display shall not impede pedestrian traffic; and
 - c. At least five feet of clear area shall exist between the outdoor display and the edge of pavement or sidewalk.
- (14) *Grocery stores, specialty.* Specialty grocery stores shall comply with the standards listed below:
- a. Specialty grocery stores shall be at least 2,000 square feet and shall not exceed 10,000 square feet.
 - b. At least 50 percent of the sales area, including shelves, must be foods of a specialty or ethnic nature.
 - c. Specialty grocery stores shall stock a wide variety of specialty fresh merchandise, including poultry, beef, vegetables, fruits, breads, dairy products, and similar items of a specialty or ethnic nature.
 - d. Specialty grocery stores may offer a limited variety of convenience and household goods.
 - e. Specialty grocery stores may offer florist, bakery, pharmaceutical, and delicatessen goods and services.
 - f. Sale of gasoline is prohibited.
 - g. Specialty items that can be offered include baked goods prepared on the premise, candies, cheeses, confections, gourmet foods, fruits and vegetables, ice creams and frozen desserts, and delicatessen items.
 - h. Specialty grocery stores must sell all goods on the premises.
 - i. Accessory sale of food and prepared goods for take out is permitted.
 - j. Consumption of food on the premises is allowed.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

(15) *Hotel. An establishment providing accommodations, meals, and other services for travelers and tourists. Hotels are permitted throughout the district and shall represent a standalone use on the site. The Palm Beach County Fire Prevention Code and the occupancy limitations of the Florida Building Code must be strictly adhered to – a detailed floor plan must be submitted for review and inspection*

(15 16) *Microbrewery, brewery and brewpub.* Local, independent breweries and the increased demand for small production facilities and mixed-use concepts emerged as a competitive market segment within the beer industry. The purpose of this section is to recognize the emergence of this specialized market segment and establish appropriate standards allowing for the typical range of activities, while mitigating any associated, undesirable impacts.

a. *Applicability and establishment of additional standard (15).*

This section shall apply to brewery, microbrewery and brewpub uses. Breweries are generally divided into four distinct market segments: brewpub, microbrewery, regional (small) brewery and large brewery.

This section does not apply to temporary or special events authorizing similar uses and regulated by other sections of the Town Code.

Brewery, including regional (small) and large, microbrewery and brew pub uses shall be allowed as provided in Table 78-70-1 with additional standards identified herein. All other development standards must be met pursuant to the standards of the Park Avenue Downtown District and the Town Code as applicable.

b. *Brewpub.* In addition to the development standards relevant to other restaurant use types in Table 78-70-1, for an establishment to meet the definition of a brewpub, it shall comply with the following:

1. Revenue from food sales shall constitute more than 50 percent of the total business revenues;
2. No more than 50 percent of the total gross floor area of the establishment shall be used for the brewery function including, but not limited to, the brewing house, boiling and water treatment areas, bottling and kegging lines, malt milling and storage, fermentation tanks, conditioning tanks and serving tanks;
3. Where permitted by local ordinance, state and federal law, retail carryout sale of beer produced on the premises shall be allowed in specialty containers holding no more than a U.S. gallon (3,785 ml/128 US fluid ounces). These containers are commonly referred to as growlers;
4. Brewpubs shall produce no more than 15,000 barrels (465,000 US gallons/17,602.16 hectoliters) of beer per year and may sell beer in keg containers larger than a U.S. gallon (3,785 ml/128 US fluid ounces) for the following purposes and in the following amounts:
 - (a) An unlimited number of kegs for special events, the primary purpose of which is the exposition of beers brewed by brewpubs, which include the participation of at least three such brewers;
 - (b) An unlimited number of kegs for town co-sponsored events where the purpose of the event is not for commercial profit and where the beer is not wholesaled to the event co-sponsors but is instead, dispensed by employees of the brewpub.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

5. All mechanical equipment visible from the street (excluding alleys), an adjacent residential use or residential zoning district shall be screened using architectural features consistent with the principal structure;
 6. Access and loading bays shall not face toward any street, excluding alleys;
 7. Access and loading bays facing an adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies and finished products into and out of the building;
 8. Service trucks for the purpose of loading and unloading materials and equipment shall be restricted to between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday and between 11:00 a.m. and 7:00 p.m. on Sundays and national holidays;
 9. No outdoor storage shall be allowed. This prohibition includes the use of portable storage units, cargo containers and tractor trailers.
- c. *Microbrewery*. In addition to the development standards relevant to restaurant or retail use types in Table 78-70-1, as applicable, for an establishment to meet the definition of a microbrewery, it shall comply with the following:
1. The microbrewery shall produce no more than 15,000 barrels (465,000 US gallons/17,602.16 hectoliters) of beer per year;
 2. This use shall be permitted only in conjunction with a restaurant, tasting room or retail sales and service:
 - (a) No more than 75 percent of the total gross floor space of the establishment shall be used for the brewery function including, but not limited to, the brewing house, boiling and water treatment areas, bottling and kegging lines, malt milling and storage, fermentation tanks, conditioning tanks and serving tanks;
 - (b) The façade of an interior accessory use(s) shall be oriented toward the street, excluding alleys, and, if located in a shopping center, to the common space where the public can access the use;
 - (c) Pedestrian connections shall be provided between the public sidewalks and the primary entrance(s) to any accessory use(s).
 3. All mechanical equipment visible from the street (excluding alleys), an adjacent residential use or residential zoning district shall be screened using architectural features consistent with the principal structure;
 4. Access and loading bays are discouraged from facing toward any street, excluding alleys;
 5. Access and loading bays facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies and finished products into and out of the building;
 6. Service trucks for the purpose of loading and unloading materials and equipment shall be restricted to between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday and between 11:00 a.m. and 7:00 p.m. on Sundays and national holidays;
 7. No outdoor storage shall be allowed, including the use of portable storage units, cargo containers and tractor trailers, except as follows: spent or used grain, which is a natural byproduct of the brewing process, may be stored outdoors for a period of time not to exceed 24 hours. The temporary storage area of spent or used grain shall be:
 - (a) Designated on the approved site plan;
 - (b) Permitted within the interior side or rear yard or within the minimum building setbacks;

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- (c) Prohibited within any yard directly abutting a residential use or residential zoning district;
 - (d) Fully enclosed within a suitable container, secured and screened behind a solid, opaque fence or wall measuring a minimum five feet in height.
- d. *Brewery - Regional (small) and large brewery.* Regional (small) and large breweries shall comply with the microbrewery standards herein, but shall be permitted to occupy 100 percent of the total gross floor space of the establishment. A public viewing area opened certain hours at least five days per week shall be incorporated in the operation in order to render the use as an "attraction." This use acts as a main supplier of beer within a surrounding 'fixed' geographical area as identified in the business plan.
- ~~(16) — *Newsstands.* Up to ten percent of the gross floor area of a newsstand may be used for sale of convenience items, including sodas, candies, packaged foods, etc.~~
- ~~(17) — *Pet shops.* Overnight boarding of cats and dogs in a pet shop is prohibited.~~
- (18) *Restaurant, general.* A general restaurant shall comply with the standards listed below:
- a. Patrons shall be seated at counters or tables.
 - b. Patrons shall be served by waiters/waitresses.
 - c. A wide variety of cooked to order food shall be available from the menu.
 - d. Food generally is not precooked or prepackaged.
 - e. Alcoholic beverages may be served, in accordance with a "4COP/SRX" or equivalent license issued by the state department of revenue.
 - f. Takeout service may be available, but is accessory and subordinate to the serving of meals within the restaurant.
 - g. Drive-in/drive-through service is prohibited.
 - h. Outdoor seating of patrons is allowed, subject to the following:
 - 1. The outdoor seating is limited to not more than 100 percent of the frontage of the restaurant;
 - 2. The outdoor seating shall not impede pedestrian traffic; and
 - 3. At least five feet of clear area shall exist between the outdoor seating and the edge of pavement or sidewalk.
- (19) *Restaurant, specialty.* A specialty restaurant shall comply with the standards listed below:
- a. Patrons shall be seated at counters or tables.
 - b. Patrons shall be served by waiters/waitresses.
 - c. The menu is generally limited to specialty or ethnic foods, and is cooked to order.
 - d. Food generally is not precooked or prepackaged.
 - e. Alcoholic beverages may be served, in accordance with a "4COP/SRX" or equivalent license issued by the state department of revenue.
 - f. Takeout service may be available, but is accessory and subordinate to the serving of meals within the restaurant.
 - g. Drive-in/drive-through service is prohibited.
 - h. Outdoor seating of patrons is allowed, subject to the following:
 - 1. The outdoor seating is limited to not more than 100 of the frontage of the restaurant;

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

2. The outdoor seating shall not impede pedestrian traffic; and
3. At least five feet of clear area shall exist between the outdoor seating and the edge of pavement or sidewalk.

(20) *Temporary uses.* Temporary uses of public or private property, for such events as street fairs, holiday sales, holiday celebrations, arts and craft shows, amusements, etc., may be approved by the town manager or designee subject to the standards of the Town Code for Special Events listed below:

- ~~a. Adequate sanitary bathroom, solid waste disposal, and related facilities will be available.~~
- ~~b. Adequate crowd and traffic control will be available.~~
- ~~c. Adequate parking will be available.~~
- ~~d. All tents and temporary structures, electricity, plumbing, etc., are approved by the community development director and county fire department.~~
- ~~e. Hours of operation will not cause a nuisance to adjoining residential property owners.~~

Ground floor limited to the Town of Lake Park, Fire and Police /PBSO offices only.

(21) *Government offices.* Administrative government offices, other than town offices, on the ground floor of any building or structure are prohibited. Pedestrian-oriented governmental activities, such as retail post offices, are permitted on the ground floor. Municipal public safety functions, such as fire stations and police offices are permitted on the ground floor.

(22) *Schools, post-secondary.* Post-secondary schools shall comply with the standards listed below:

- a. Academic and technical course offerings are allowed.
- b. All classes and training shall be conducted indoors.
- c. Training which involves the use of vehicles, heavy equipment, etc., is prohibited.
- d. All school activities and uses, including classrooms, offices, labs, etc., shall not be located on the ground floor.

TABLE 78-70-2

APPLICATION REQUIREMENTS

Application requirements are respective to the nature of the application.

The Town has several different types of applications with their own respective requirements that apply town-wide.

Application Requirement	Permitted Use	Administrative Approval	Conditional Use	Waiver	Number Required
Application Form	R	R	R	R	±
Owner's Consent	R	R	R	R	±
Agent's Authority	R	R	R	R	±

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

Statement of Proposed Use	R	R	R	R	*
Site Plan	D	D	D	D	*
Exterior Design Features/Architectural Elevations (A)	D	D	D	D	*
Traffic Study	D	D	D	D	*
Landscape Plan	D	D	D	D	*
Survey	D	D	D	D	3
Sign Plan	D	D	R	D	*
Address Labels	NR	NR	R	R	1 Set, 1 copy

NOTES

~~R = Required.~~

~~D = Discretionary, based upon nature of application. To be determined by community development director.~~

~~* = 5 Copies with initial application for initial review by town Staff. Additional copies to be provided for the town commission and planning and zoning board at the discretion of the town manager.~~

~~A = Required for any change to exterior portions of a building or structure.~~

~~NR = Not Required.~~

TABLE 78-70-3
PROPERTY DEVELOPMENT REGULATIONS

← Modifications to the land development regulations to ensure proper scale, compatibility, architectural consistency (and so on) are needed.

Dimension	Required
Lot Size	5,000 square feet (minimum)
Lot Width	50 feet (minimum)

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

	Lot Depth	100 feet (minimum)
Still in review.	Building Height (Maximum)	Lesser of four Six stories or 45 70 feet
	Building Height (Minimum)	Two stories
	Building Height (Interior)	8 feet
	Building Coverage	100 percent
	Front Setback	None (1)
	Side Setback (Interior)	None
	Side Setback (Corner)	5 feet
	Rear Setback	Zero (0) feet
Per the Comp Plan	Residential Density	15.78 units per gross acre

NOTE

- At least 50 percent of the building line of all new construction and all substantial repair, renovation, rehabilitation, or restoration of existing buildings shall provide a front setback of zero feet. Recesses in the required zero setback building line for architectural features such as doors, courtyards, store front entrances etc., may be allowed when part of an overall design consistent with the requirements of this section.

Recently updated. In light of the new (proposed) permitted uses (Hotel, Airbnb, Bed and Breakfast Inn, additional provisions added

TABLE 78-70-4
REQUIRED OFF-STREET PARKING** AND LOADING SPACES

Use Category	Off-Street Parking for Residents, Customers and Employees, as applicable**	Loading Spaces Required(*)
Residential Airbnb's	1 space per housing unit 1 space per rentable room, plus 1 space for	None 1 per 10,000 SF

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

	<u>each employee (maximum shift)</u>	
Business and Professional Offices	1 per 500 SF	1 per 10,000 SF (1)
Personal Services	1 per 500 SF	1 per 10,000 SF
Outdoor Display	None	None
Outdoor Restaurant Seating or other facilities operated by number of seats (example, open-air patios, etc.)	1 per 3 seats	None
Restaurants	1 per 100 SF	1 per 5,000 SF
Retail and Commercial Brewery and similar indoor open areas	1 per 500 SF 1 per 500 SF	1 per 5,000 SF
<u>Hotel / Airbnb / Bed and Breakfast Inn</u>	<u>1 space per rentable room, plus 1 space for each employee (maximum shift), plus 1 guest space per 3 rentable rooms</u>	<u>1 per 10,000 SF</u>
Theater, Indoor	1 per 3 seats	1 per use, excluding movie theaters

NOTES

At least one loading space required for all uses less than minimum gross square feet.

(*) All square footage calculations based upon gross square feet of building area.

(**) Off-street parking may be satisfied by using public parking spaces identified in the *Downtown Public Parking Master Plan* identified herein. If the available public parking spaces do not satisfy the parking requirements for a use, the property owner or developer shall provide additional parking spaces that are required for its use on its property or provide a market rate contribution for the construction of additional public parking spaces pursuant to the *Downtown Public Parking Master Plan*. A reduction in the requirement can be applied if additional onsite sheltered bike racks and car share/carpooling spaces are provided and a Traffic Management Plan (TMP) is submitted which demonstrates that there will be adequate parking. A TMP is required if a property owner or developer proposes parking which is less than that which is required by the town code. The TMP shall identify the strategies for reducing single-occupancy vehicle trips and demonstrate the effectiveness of these strategies based upon relevant data and analysis which is professionally reliable.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

DOWNTOWN PUBLIC PARKING MASTER PLAN

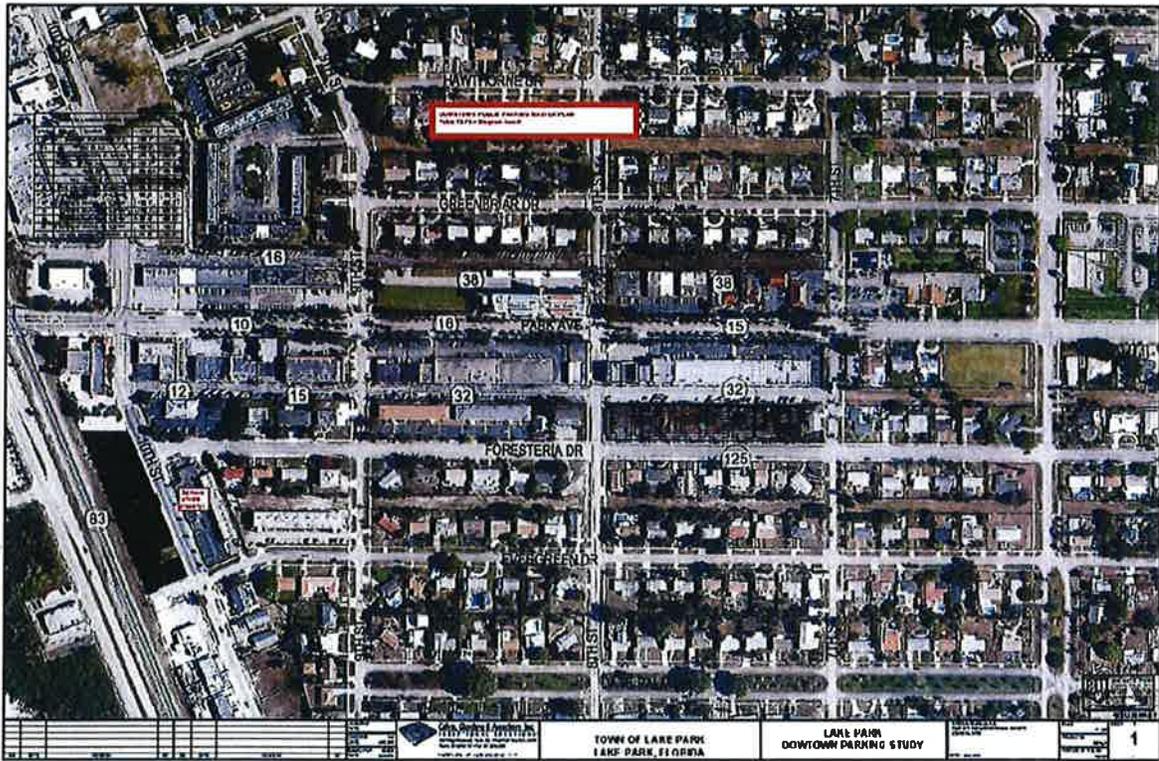


TABLE 78-70-5
RESERVED

TABLE 78-70-6
MINIMUM PARKING LOT DIMENSIONS

Refer to the Town's general parking code in Chapter 78. Applies to parking spaces designated to serve all commercial uses and residential uses. Nine foot wide spaces may be considered based on applicant justification.

Angle (A)	Stall Width (B)	Stall Depth (C)	Aisle Width (D)	Curb Length (E)	Wall to Wall Width (F)	Interlock to Interlock Width (G)	Stall Depth to Interlock (H)	Land Use (I)
45	10'0"	17'6"	12'0"-1	14'0"	47'0"	44'0"	15'6"	G
	12'0"	17'6"	2'0"	17'0"	47'0"	44'0"	15'6"	H

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

60	10'0"	19'0"	14'0"	11'6"	53'0"	50'0"	17'6"	G
	12'0"	19'0"	14'0"	14'0"	53'0"	50'0"	17'6"	H
70	10'0"	19'6"	17'0"	10'6"	56'0"	54'0"	18'6"	G
	12'6"	19'6"	17'0"	12'6"	56'0"	54'0"	18'6"	H
75	10'0"	19'6"	21'0"	10'6"	60'0"	58'0"	18'6"	G
	12'0"	19'6"	21'0"	12'6"	60'0"	58'0"	18'6"	H
80	10'0"	19'6"	22'0"	10'0"	61'0"	60'0"	19'0"	G
	12'0"	19'6"	22'0"	12'0"	61'0"	60'0"	19'0"	H
90	10'0"	18'6"	24'0"	10'0"	61'0"	61'0"	18'6"	G
	12'6"	18'6"	24'0"	12'0"	61'0"	61'0"	18'6"	H

NOTES

G = General. Applies to parking spaces designated to serve all commercial uses and residential uses. Nine foot wide spaces may be considered based on applicant justification.

H = Handicapped.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

**TABLE 78-70-7
PERMITTED SIGNS**

It was recommended deferring to the general signage Code and allowing smaller monument signs until sites redevelop – see subsection 78-70(p) hereinabove.

Sign Type	Maximum Size	Maximum Number	Copy Limit	Other Limits
Awning Sign	In proportion to the size of the awning	—	Business name, address, phone number, and logo, and words depicting the nature of the business (letters shall be not more than 50% of the height of the letters depicting the business name)	*Letters, numbers, and logo shall not exceed 10 inches in height
	—	—	—	*Located only on a valance
Changeable Copy Sign	Not more than 50% of any portion of a building fronting on or facing Park Ave.	1 per front of building	Business name and words describing the nature of the business (letters shall be not more than 50% of the height of the letters depicting the business name). The name, time, and date of current and upcoming events	*May substitute as a wall sign, but shall not be used in addition to a permitted wall sign

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

			may also be displayed.	
	—	—	—	*Marquee sign may be used
	—	—	—	*Marquee sign may extend over walkways, minimum 8-foot clearance is required
	—	—	—	*Marquee shall not extend beyond top of roof
	—	—	—	*Marquee sign shall be proportionate to size of building
Flags	Display of flags of the United States shall be in accordance with current U.S. Code of Federal Regulations (C.F.R.) to the extent reasonably possible, and flag size shall be proportionate to size and height of flag pole	1 flag pole per business	US, Florida, official flags of other nations, and the flag of the Town of Lake Park	*Freestanding flagpoles shall not exceed 50 feet in height, except for otherwise permitted stealth telecommunications facilities in a flagpole design.
	—	—	—	*Building-mounted flag poles shall not extend into any public right-of-way
Public Light Pole Sign	Per town commission	—	Per town commission	*Must be approved by town commission or designee
Menu Sign (Restaurants only)	3 square feet	1 per restaurant	Restaurant menus	*Within 2 feet of front door

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

	—	—	—	*Mounted on exterior wall or in a window
	—	—	—	*May be enclosed in a cabinet
Neon Sign, LED or similar technology	A maximum size of 6 square feet	1 per business	Business logo, name, open sign or depiction of product	*Mounted flush with wall or in window
	—	—	—	*First floor location only
	—	—	—	*One face only
	—	—	—	*Shall not project by more than 8 inches
	—	—	—	*Shall not be located on arcade or similar facade
	—	—	—	*May be located above or below canopy or arcade
	—	—	—	*May be used as a substitute for or part of a wall or window sign
Projecting Sign	6 square feet	1 per business	Business name, phone number, and logo, and words describing the nature of the business (letters shall be not more than 50% of the height of the letters depicting the business name)	*Letters, numbers, and logo shall not exceed 6 inches in height
	—	—	—	*Minimum clearance of 8 feet

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

				above sidewalk or public walkway
Political Signs	None	None	None	*Allowed pursuant to chapter 70
Special Events Signs	Banners shall not exceed 20 square feet. Sandwich signs shall not exceed 6 square feet	One wall-mount or one banner per 500 ft. frontage and one sandwich sign	Only on the property.	*Signs, pennants, flags, streamers, banners, etc., as approved by the community development director for special events and for a limited duration as specified in the permit
	—	—	—	*Number, size, and location of signs to be approved by the community development director
	—	—	—	*Display of signs shall not exceed 14 calendar days
	—	—	—	*Not more than 4 special events may occur on the same site or at the same use for each calendar year
String Lights	None	None	None	*String lights may not spell out or resemble the logo of any commercial product or use
	—	—	—	*Installation at places of business and on commercial or industrial properties must be approved by the community development director
	—	—	—	*Installation in landscaping can be permanent

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

	—	—	—	*Installation as a seasonal decoration may be displayed for a period not more than 45 calendar days
	—	—	—	*Installation as a seasonal decoration may occur not more than 6 times per year
	—	—	—	*Installation as a seasonal decoration may be used for any one or more of the following holidays: beginning of the Christmas holiday season through and including New Year's Day or only New Year's Day, Thanksgiving, Halloween, Easter, Kwanza, and Hanukkah
	—	—	—	*Additional holidays may be recognized by the community development director upon the showing of good cause by the applicant
Temporary Real Estate and For Sale Signs	9 square feet (permit fee required) 4 square feet (exempt from permit fee)	1 per property that is for sale or rent	Name, address, and phone number of agent; copy indicating that the subject property is "for sale" or "for lease" and other information deemed necessary and appropriate at the time of sign permitting	*Professionally produced or created
	—	—	—	*Located on an exterior wall or in a window only, freestanding

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

				signage is strictly prohibited
	—	—	—	*A temporary sign permit is valid for 6 months from the date of permit issuance. A new permit must be applied for after the initial 6-month period expires. After the issuance of 2 temporary sign permits for the same property, the community development director has the discretion to deny a request for an additional temporary sign permit on the grounds that the sign is not a temporary sign.
Wall Sign	50% of building frontage facing Park Ave., 30% of building frontage for side streets	1 per business	Business name, logo, address, phone number, and words describing the nature of the business (letters shall not be more than 50% of the height of the letters depicting the name of the business)	
	—	—	—	*First floor location only
	—	—	—	*One face only
	—	—	—	*Shall not project by more than 8 inches
	—	—	—	*Shall not be located on arcade or similar facade
	—	—	—	*May be located above or

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

				below canopy or arcade
	—	—	—	*May be painted directly on wall if approved by the community development director
Window Sign	No more than 25% of any single window panel or pane. Vinyl window art panels without lettering are exempt from the size percentage.	1 per window	Business name, address, logo, telephone number, and words describing the nature of the business	*Must be painted or applied directly onto window surface, or hung within 6 inches of the window. Placement and design must be consistent, harmonious, and unified throughout all windows in the building.
	—	—	—	*Neon sign(s) may be used for all or part of permitted signage.
	—	—	—	*Shall be located only on the first floor.
	—	—	—	*Stand-alone lettering is strongly discouraged. Lettering that incorporates graphic elements, borders, and backgrounds is preferred.
	—	—	—	*Plastic, vinyl, or other similar lettering of any form that is applied directly to a window is deemed to be a sign for purposes of this section, and requires a sign permit approved by the community development department prior to placement on a window.

Existing general sign code (Chapter 70)
with draft recommendations

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

Chapter 70 – SIGNS – *Applicable Town-wide, except along Northlake Boulevard (NBOZ), unless a specific category is not specified in the NBOZ regulating provisions*

ARTICLE I. - IN GENERAL

Sec. 70-1. - Intent.

It is the intent of these regulations to:

- (1) Promote and protect the public health, safety, general welfare and aesthetics of the town by regulating and limiting the existing and proposed posting, display, erection, use and maintenance of signs, posters, bulletins and other advertising structures within the town.
- (2) Protect property values, create a more attractive, economic and business climate, enhance and protect the physical appearance of the community and preserve the scenic and natural beauty of the town.
- (3) Improve vehicular and pedestrian safety, provide more open space, curb the deterioration of natural beauty, community environment, and create a healthier residential and business environment by improving the visual quality of the town.
- (4) Secure and preserve unto the people of the town the right of free expression guaranteed by the First Amendment of the Constitution of the United States.

May be amended as needed to accommodate any additional PADD signage requirements or prohibitions. Staff will also look to clean-up provisions as warranted and eliminate antiquated language.

Sec. 70-2. - Reserved.

Sec. 70-3. - No defense to nuisance action.

Compliance with the requirements of these regulations shall not constitute a defense to an action brought to abate a nuisance under the common law.

Sec. 70-4. - Maintenance.

All signs, including their supports, braces, guys and anchors, electrical parts and lighting fixtures, and all painted and display areas, shall be maintained in accordance with the requirements of the Florida Building Code, the amendments to Chapter One of the Florida Building Code adopted by the Town, and in substantially the same or better condition as when the sign was originally installed or erected in order to present a neat and clean aesthetically pleasing appearance. The required maintenance shall include at a minimum, but not be limited to, routine, ordinary and periodic repairs; painting; the replacement of equipment, parts, sign copy, lettering; the replacement of all or a portion of the sign if necessary; and other actions which are necessary to ensure that the sign is kept in substantially the same or better appearance as at the time of the sign's original installation. The required maintenance shall include all physical aspects of the sign, such as the sign area, face, text and copy; the electrical and mechanical components of the sign; lights and related lighting materials and equipment, the sign base, mounting, and/or the supporting structure of the sign. All landscaping and vegetation which is required by the terms of the sign permit or development order and/or which is required by the town Code, and which surrounds the sign on all sides and the area which extends outward from the base of the sign for a distance of ten feet, shall be kept neatly trimmed and free of unsightly weeds, waste, rubbish, and debris.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

Florida Building Code dictates the requirements, particularly as it relates to wind speed requirements

~~Sec. 70-5.—Signs required to be certified by a state registered engineer.~~

~~The following signs shall be designed and certified by a state registered engineer:~~

- ~~(1)— Building signs that project perpendicularly from the surface to which it is attached and that are more than 24 square feet in area.~~
- ~~(2)— Freestanding signs of more than ten feet in height.~~

Sec. 70-6. - Definitions.

The definitions set forth in this section shall be construed to be the same as if incorporated in the town codes or land development regulations; provided specific definitions spelled out in this chapter, if different, than that found in the town codes or land development regulations, shall prevail.

Abandoned sign means a sign which advertises a business which does not have a current business tax receipt and/or a certificate of occupancy from the town, and/or which is no longer doing business within the town at the sign location.

Animated sign means a sign with action or motion using electrical energy, electronic or manufactured sources of supply, or wind-actuated elements, including rotating, revolving or flashing signs.

Awning means a shelter projecting from the exterior wall of a building, and constructed of nonrigid materials except for the supporting framework.

Background area of sign means the entire background area of a sign upon which copy could be placed.

Banner means any sign having the characters, letters, illustrations, or ornamentations applied to cloth, paper, balloons, or fabric of any kind with only such material for foundation. The word "banner" shall also include a pennant or any animated, rotating and/or fluttering device, with or without lettering for design, and manufactured and placed for the purpose of attracting attention.

Billboard means any sign or framework thereof installed for the purpose of advertising merchandise, services or entertainment, which are sold, produced, manufactured or furnished at a place other than the location of such structure.

Building facade means the entire building wall, including all windows, doors, parapet, fascia, canopy, eaves, and wall areas of a building exterior on any one complete place or elevation.

Building setback line means the lines established by the land development regulations of the town as set forth in this code.

Changeable copy sign means a sign on which a message or copy is changed manually in the field through the utilization of attachable letters, numbers, symbols, changeable pictorial panels, and other similar characters.

Construction sign means a temporary sign which identifies those engaged in construction on any building site, including the builder, contractor, developer, architect, engineer, painter, plumber, or other persons or artisans involved in the construction.

Copy means the linguistic or graphic content of a sign.

Copy area of a sign means the actual area of the sign copy applied to any background. The copy area is computed by straight lines drawn closest to copy extremities encompassing individual letters or words.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

Development sign means a temporary sign advertising the sale or rental of structures under construction upon land which has been legally assembled into one development location.

Directional sign means any sign which has been permanently or temporarily installed on public property for the purpose of guiding or directing pedestrian and/or vehicular traffic.

Director means the director of the community development department of the town or the director's designee.

Director sign shall mean a sign listing only the names and/or uses, or locations of more than one business, activity or professional office conducted within a building, group of buildings or commercial center.

Double-faced sign means a sign with two faces which are parallel to each other and are also back to back.

Eaves means the portions of the roof which project or extend from or over the exterior surface of an exterior wall.

Engineer means a person registered as a professional engineer by the state of Florida.

Entrance sign or *subdivision sign* means a sign which designates the name of a subdivision or residential district, or planned unit development, and which is located in close proximity to the main entrance.

Erect means to construct, build, raise, assemble, place, affix, attach, create, paint, draw, or in any other way bring into being or establish; but it does not include any of the foregoing activities when performed as an incident to the change of advertising message or customary maintenance or repair of a sign.

Exterior lighting as used in section 70-107, shall mean any variety of lighting forming an integral part of a building. Such lighting shall meet the following requirements and shall be subject to final approval by the town commission.

Fixed projecting sign means any sign projecting at an angle from the outside wall or walls of any building and rigidly affixed thereto.

Flag means a piece of fabric with a color or pattern that represents a country, state, county, city, town, party, organization or business entity.

Flashing sign means any sign, used for identification, direction, advertising, or promotional purposes, that includes approved lighting fixtures which flash, blink, cut on and off intermittently, and which is used as an exterior sign or an interior sign visible from a public street or right-of-way.

Flat sign or *wall sign* means any sign erected parallel to the facade or on the outside wall of any building and supported throughout its length by the wall of the building.

Freestanding sign means a sign which is supported by a sign structure secured in the ground and which is wholly independent of any building, structure, fence, vehicle, or object other than the sign structure for support.

Frontage street facade means the portion of an exterior elevation of a building extending from grade to the top of the parapet wall or eaves and the entire width of the building wall elevation which fronts on a street, unless such parapet wall or eaves shall be over 30 feet high, in which case only the first 30 feet shall be considered the frontage street facade for purposes of this article. Only one street facade shall be designated as frontage street facade.

Height of sign shall mean the vertical distance measured from the adjacent average crown of road to the top of the sign face or sign structure, whichever is greater.

Identification sign means a sign at a business location used to identify the name of the business located on the property and/or its principals and address.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

Illuminated sign means a sign for which an artificial source of light is used in order to make the sign's message readable, including internally and externally lighted signs.

Instructional sign means a sign conveying instructions pertaining to use of the premises on which the sign is maintained, including but not limited to, "Exit," "Entrance," "Parking" and "No Parking" signs.

Logo means a trademark, copyright, or distinctively styled symbol or representation of a company or business name, and which may also be used to identify the business, company, or service provided, and which may be all or part of the copy of a sign.

Marquee means a permanent roofed structure which is attached to, and is supported by a building wall, and which projects outward from the exterior of the building, including projection in part, over a portion of a public right-of-way if expressly permitted by the town, and which may or may not contain a sign with copy.

Monument sign means a freestanding sign where the base of the sign structure is permanently affixed into the ground and the sign area is supported by an internal structural framework other than support poles, and has the appearance of a solid base.

Multiple-faced sign means a sign with more than two faces.

Neon sign shall mean any illuminated sign that contain an exposed neon tube or is treated in such a manner as to appear to be a sign containing an exposed neon tube or unshielded light source.

Nonconforming sign means any sign which was lawfully erected but which does not comply with the land use, setback, size, spacing, and lighting provisions of the town Code, or state or other local law, rule, regulation, or ordinance passed at a later date or a sign which was lawfully erected but which later fails to comply with the town Code, state or local law, rule, regulation, or ordinance due to changed conditions.

Obsolete sign shall mean any sign which no longer correctly directs or exhorts any person, or which advertises a business, service, product or activity no longer conducted, available or in existence, either on the lot where the sign is located in the case of on-premises signs, or on any lot in the case of off-premises signs.

Occupancy shall mean any one business, activity or professional office.

Off-premises sign means a sign identifying, advertising or directing the public to a business, merchandise, service, institution, residential area, entertainment or activity which is located, sold, rented, based, produced, manufactured or taking place at a location other than on the premises on which the sign is located.

Painted sign means any sign painted on any exterior building surface, including exterior building wall or door surfaces, the roof of any building visible from any public right-of-way, exclusive of window and door glass painted areas.

Parapet means a vertical false front, wall extension, or portion of the facade which extends above the roofline.

Pole sign means a freestanding sign whose message area is supported by one or more poles sunk into the ground.

Political sign means a temporary sign erected by a political candidate, group, or agent thereof, for the purpose of advertising a candidate or stating a position regarding an issue upon which the voters of the town will vote.

Premises means all the land areas under ownership or lease arrangement to the sign owner which are contiguous to the business conducted on the land except for instances where such land is a narrow strip contiguous to the advertised activity or is connected by such narrow strip, the only viable use of such land is to erect or maintain an advertising sign. When the sign owner is a municipality or county, the term "premises" shall mean all lands owned or leased by such municipality or county within its jurisdictional boundaries as set forth by law.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

Professionally produced sign means a sign that is designed and installed by a company that is engaged in the business of producing, installing and maintaining signs.

Property means vacant or developed land, real property, as a unit, which contains premises and occupancies which is not public property as defined herein.

Public property means property owned by any governmental entity, including but not limited to public rights-of-way, streets, alleys, sidewalks, easements and parks, and all structures located in and upon same including, but not limited to, street and traffic signs, utility poles, fire hydrants, parking meters, trees, newspaper racks, and telephone booths.

Pylon sign means a freestanding sign other than a pole sign, permanently affixed to the ground by supports, but not having the appearance of a solid base.

Real estate sign means any freestanding or wall-mounted sign installed by the owner or the owner's agent on a temporary basis, advertising the real property upon which the sign is located for rent or for sale but shall not include rooming house signs.

Revolving sign. See "Animated sign."

Remove means to disassemble, transport from the site, and dispose of sign materials by sale or destruction.

Roof sign means any outdoor advertising display sign, installed, constructed or maintained on or above the roof of any building.

Rotating sign. See "Animated sign."

Semi-freestanding sign means any sign which is supported by one or more uprights or braces in or upon the ground and partially attached to any building.

Shopping area means a commercial establishment or a group of commercial establishments related in its location, size and types of shops to the trade area which the unit serves.

Sidewalk or sandwich sign shall mean an A-frame style moveable sign not permanently secured or attached to the ground or to any building or structure.

Sign means any combination of structure and message in the form of an outdoor sign, display, device, figure, painting, drawing, message, placard, poster, billboard, advertising structure, advertisement, logo, symbol, or other form, whether placed individually or on a V-type, back-to-back, side-to-side, stacked, or double-faced display or automatic changeable facing, designed, intended, or used to advertise or inform, any part of the advertising message or informative contents of which is visible from any place on the main-traveled way. The term does not include an official traffic control sign, official marker, or specific information panel erected, caused to be erected, or approved by the town, the county, or the state department of transportation.

Sign, aggregate area of shall mean the total square foot area derived from the sum of all sign areas.

Sign, area shall mean the entire area within a continuous perimeter, enclosing the extreme limits of sign display, including any frame or border. Curved, spherical, or any other shaped sign face shall be computed on the basis of the actual surface area. The copy of signs composed of individual letters, numerals, or other devices shall be the sum of the area of the smallest rectangle or other geometric figure encompassing all of said letters or devices.

Sign direction means that direction from which the message or informative contents are most visible to oncoming traffic on the main-traveled way.

Sign face means the part of the sign, including trim and background, that is or can be used to communicate a message or informative contents, identify, advertise, or for the visual representation which attracts the attention of the public for any purpose. "Sign face" includes any background material, panel, trim, and color and direct or self-illumination used that differentiates the sign from the building, structure, backdrop surface or object upon which or against which it is placed.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

Sign structure means all the supporting structure (and all interrelated parts and material, such as beams, poles, and stringers, etc.) erected or intended for the purpose of supporting or displaying a message or informative contents, for identification, with or without a sign thereon, situated upon or attached to the premises, upon which any sign may be fastened, affixed, displayed or applied; however, this definition shall not include a building or perimeter wall.

Snipe sign means any sign of any size, made of any material, including paper, cardboard, wood and metal, when such sign is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, fences or other objects, and the advertising matter appearing thereon is not applicable to the premises upon which said sign is located.

Special event sign shall mean a sign erected on the premises of the event which carries a message regarding a special event or function which is of general interest to the community. Special events shall not include for-profit business promotional activities or activities strictly commercial in nature.

String lights mean an array of incandescent light bulbs of low wattage or lighting tubes consisting of a single cord, which are used to outline or call attention to, features on a property such as but not limited to any buildings, roof lines, window dimensions, doors, sculptures, signs, structures, trees and any other feature that might lend itself to the display of such lights.

Temporary sign means a sign which is constructed of cloth, canvas, light, fabric, cardboard, wallboard, wood, plywood, metal or plastic which is intended to be displayed for a limited period.

Time and temperature sign means a display containing illuminated numerals flashing alternately to show the time and/or temperature.

Vehicular sign means a sign affixed to or painted on a transportation vehicle or trailer, for the purpose of business advertising; however, not to include signs affixed to vehicles or trailers for identification purposes as required by town regulations.

Window sign, permanent shall mean any sign which is painted on, applied to, attached to or projected upon or within the exterior or interior of a building glass area, including doors, or located within 15 feet of the interior of a building glass area, including doors, or any interior illuminated signs or exposed unshielded light source.

Window sign, temporary shall mean a window sign of a temporary nature used to direct attention to identifying merchandise or a change in the status of the business, including but not limited to signs for sales, specials, going out of business and grand openings.

Secs. 70-7—70-30. - Reserved.

ARTICLE II. - SIGN PERMIT REQUIREMENTS

Sec. 70-31. - Reserved.

Sec. 70-32. - Sign permit required.

- (a) *Sign permit required.* Except as otherwise provided for herein, it shall be unlawful for any person to erect, operate, use, post, display, maintain, or cause to be erected, operated used, posted, displayed, maintained, or installed, any sign, advertising structure, or high voltage tube lighting, in the town without first obtaining a permit for the sign, advertising structure, or high voltage tube lighting, from the town and paying the fee as established by resolution of the town commission. The following signs and other signs identified as "exempt" pursuant to section 70-101, are hereby declared as exempt from the requirement that a sign permit be obtained under the provisions of this chapter, but all such signs are required to comply with the provisions of article II:

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- (1) Signs owned by the town or a county located on the premises of the town or the county which display information regarding government services, activities, events, or entertainment. For purposes of this section, the following types of messages shall not be considered information regarding government services, activities, events, or entertainment:
 - a. Messages which specifically reference any commercial enterprise.
 - b. Messages which reference a commercial sponsor of any event.
 - c. Personal messages.
 - d. Political campaign messages.
 - (2) Temporary residential real estate signs as more specifically provided for in this article and subject to supplemental regulations, which are posted or displayed on real property by the owner or by the authority of the owner, stating that the real property is for sale or rent. If the sign contains any message not pertaining to the sale or rental of that real property, then it is not exempt under this section.
 - (3) Official notices or advertisements posted or displayed on private property by or under the direction of any public or court officer in the performance of her or his official or directed duties, or by trustees under deeds of trust or deeds of assignment or other similar instruments, and construction and building permit signs.
 - (4) Danger or precautionary signs relating to the premises on which they are located; forest fire warning signs erected under the authority of the Division of Forestry of the Department of Agriculture and Consumer Services and signs, notices, or symbols erected by the United States Government under the direction of the United States Forestry Service.
 - (5) Notices of any railroad, bridge, ferry, or other transportation or transmission company necessary for the direction or safety of the public.
 - (6) Directional signs, and other official signs and notices.
 - (7) Signs or notices erected or maintained upon property stating only the name of the owner, lessee, or occupant of the premises and not exceeding 8 square feet in area.
 - (8) Historical markers erected by duly constituted and authorized public authorities.
 - (9) Official traffic control signs and markers erected, caused to be erected, or approved by the town or the state department of transportation.
 - (10) Signs erected upon property warning the public against hunting and fishing or trespassing thereon.
 - (11) Signs not in excess of 8 square feet that are owned by and relate to the facilities and activities of churches, civic organizations, fraternal organizations, charitable organizations, or units or agencies of government.
 - (12) Signs relating exclusively to political campaigns.
- (b) *Applications.* A person or entity may not apply for a permit unless he or she has first obtained the written permission of the owner or other person in lawful possession or control of the site designated as the location of the sign in the application for the permit. An application for a sign permit must be made on a form prescribed by the town, and a separate application must be submitted for each permit requested. A permit is required for each sign facing. As part of the application, the applicant or his or her authorized representative, must certify in a notarized signed statement that all information provided in the application is true and correct and that he or she has obtained the written permission of the owner or other person in lawful possession of the site designated as the location of the sign in the permit application. Every permit application must be accompanied by the appropriate permit fee; a signed statement by the owner or other person in lawful control of the site on which the sign is located or will be erected, authorizing the placement of the sign on that site.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- (c) *Sign plan requirements.* Sign permits shall be issued only for signs which conform to requirements of this chapter including, where applicable, an approved sign plan for the real property on which the sign is to be located. Sign plans may be submitted and approved concurrently with an application for a site development plan or other land development order. Sign plans shall be reviewed by the town for compliance with the provisions of this chapter, including but not limited to, the coordination of the graphic style, materials, placement and other characteristics of all signs on the parcel, and the proximity of other signs in the immediate area.
- (d) *Issuance.* Provided the terms and provisions of this chapter and/or any other applicable laws or ordinances have been complied with, the community development director shall issue a permit for each sign and/or advertising structure. Permits shall be numbered in the order of their issuance and shall disclose:
 - (1) Kind and size in square feet, and the height and width of the sign, advertising structure or high voltage tube lighting authorized by the permit;
 - (2) The street address of the property on which the sign, advertising structure or high voltage tube lighting are permitted to be located and name of the owner or lessee of such property;
 - (3) The location upon the property where the sign, advertising structure or high voltage tube lighting is permitted;
 - (4) The name of the person, firm, corporation or association installing structure;
 - (5) The estimated value of the sign;
 - (6) The amount of the fee paid for such permit; and
 - (7) The date of issuance.
- (e) *Inspections.* The contractor or owner securing the permit for any sign shall call the community development department to request a final inspection, which shall be required upon completion.
- (f) *Revocations.* The community development director may deny or revoke a permit requested or granted under the provisions of this chapter in any case where it is determined that the application for the permit contains false or misleading information or that the permittee has violated any of the provisions of this chapter, unless the permittee, within 30 days after the receipt of notice by the community development department, corrects the false or misleading information or complies with the provisions of this chapter. Any person aggrieved by any action of the department in denying or revoking a license under this chapter may, within 30 days from the receipt of the notice, appeal the decision of the director to the circuit court in accordance with the rules of appellate procedure. A sign shall be removed by the permittee within 30 days after the date of revocation of the permit for the sign. If the permittee fails to remove the sign within the 30-day period, the town may remove the sign without further notice and without incurring any liability as a result of such removal.
- (g) *Permit tag.* If a permit tag program is initiated by the community development department then for each permit issued, the town shall provide the applicant with a serially numbered permanent metal permit tag. The permittee is responsible for maintaining a valid permit tag on each permitted sign facing at all times. The tag shall be securely attached to the sign facing or, if there is no facing, on the pole nearest the highway; and it shall be attached in such a manner as to be plainly visible from the main-traveled way. The permit will become void unless the permit tag is properly and permanently displayed at the permitted site within 30 days after the date of permit issuance. If the permittee fails to erect a completed sign on the permitted site within 270 days after the date on which the permit was issued, the permit will be void, and the town may not issue a new permit to that permittee for the same location for 270 days after the date on which the permit became void. If a permit tag is lost, stolen, or destroyed, the permittee to whom the tag was issued must apply to the town's community development department for a replacement tag. Upon receipt of the application accompanied by a service fee established by resolution of the town commission, the community development department shall issue a replacement permit tag. A permit is valid only for the location specified in the permit. Valid permits may be transferred from one sign owner to another upon written acknowledgment from the current permittee and submittal of a transfer fee established by resolution

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

of the town commission for each permit to be transferred. A permittee shall at all times maintain the permission of the owner or other person in lawful control of the sign site to have and maintain a sign at such site. All permit tags must be visible from ground level.

Secs. 70-33—70-60. - Reserved.

ARTICLE III. - CONSTRUCTION AND ERECTION OF SIGNS

Sec. 70-61. - General provisions.

- (a) All signs shall be constructed and erected in accordance with the standards and requirements of this article.
- (b) Every sign shall be designed and constructed to withstand a wind pressure of not less than 50 pounds per square foot. The increase in stresses for short term loading shall not be applied to cantilevered projections, or where vibration or fluttering action can be anticipated.
- (c) Letters, decorations and facings of signs shall be constructed of durable noncombustible materials as approved by the authority having jurisdiction.
- (d) Visibility triangles. Refer to subsection 78-253(c)(9).
- (e) Any sign now or hereafter existing which no longer advertises a bona fide business conducted or product sold shall be taken down and removed by the agent, owner, tenant or person having the beneficial use of the building or land upon which the sign may be found, such removal to take place within a period of 30 days following cessation of the effective use of the sign or closing of business. Failure to remove such a sign shall subject the sign to removal and disposition pursuant to the provisions of this chapter.
 - (1) The owner of the sign or a designated agent may request an extension of time from the community development director for removal of the sign if the structure is valued at more than \$500.00 and there is a reasonable expectation that a new property owner or lessee will make use of the existing structure. Any such structure/sign must comply with all regulations of the town Code, any applicable development order approval, and must be properly maintained in accordance with the requirements of section 70-4.
- (f) All freestanding, or wall-mounted signs over ten feet in height shall be internally (if lighting is utilized) lit, and signage less than 10 feet in height shall provide lighting that in no manner blinds or shines on adjacent vehicular or pedestrian circulation. Appropriate light shields shall be utilized to ensure protection.
- (g) Reserved.
- (h) All changeable copy signage shall not exceed a maximum of 50 percent of the sign area, except that movie theaters shall be permitted 100 square feet.
- (i) The height of a sign shall be measured as a vertical distance from the finished grade at the base of the supporting structure to the top of the sign, or its frame or supporting structure, whichever is higher.
- (j) No sign or sign structure shall be erected that impedes use of any fire escape, emergency exit or standpipe.

Sec. 70-62. - Clearance standards.

- (a) *Signs over pedestrian ways and roadways.* All signs over pedestrian ways shall provide a minimum of eight feet of clearance on roadways where the town has primary jurisdiction. State department of transportation standards shall control on all other roadways.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- (b) *Signs over vehicular ways.* All signs over vehicular ways shall provide a minimum of 14 feet and six inches of clearance.

Sec. 70-63. - Height of projecting structures generally.

Any sign projecting over private property and located where motor trucks may be required to pass beneath them shall be erected and maintained at a height not to be less than 14 feet.

Sec. 70-64. - Removal, repair or alteration.

- (a) *[Declaration of nuisance.]* Any sign which was erected, operated, or maintained without the permit required by this chapter having been issued by the town, or is abandoned, insecure, in danger of falling, or otherwise unsafe in the opinion of the director, is hereby declared to be a public nuisance and a private nuisance, and shall be removed as provided in this section. The town commission finds that, in view of the inexpensive nature of certain prohibited signs (snipe signs, banners, project signs, real estate signs, sidewalk or sandwich signs, and special event signs located in the public rights-of-way or on town property), and the administrative burden which would be imposed by elaborate procedural prerequisites prior to removal, the summary removal of such signs is warranted in order to further the town's objectives in regulating such prohibited signs. Therefore, the town's community development director is hereby expressly authorized to summarily cause the removal of any of the following prohibited signs: snipe signs, banners, project signs, real estate signs, sidewalk or sandwich signs, and special event signs located in the public rights-of-way or on city property when unlawfully erected and maintained and to immediately dispose of same. All other prohibited signs which have been unlawfully erected and maintained may be summarily removed in accordance with the summary procedure set forth in subsection (b) below. Signs and other structures that are not subject to the summary removal procedures as set forth herein or in subsection (b) below, may in the discretion of the community development director be removed in accordance with the procedures set forth in subsection (c) below, or the violations may be referred to the town's Code compliance division for standard code enforcement action before the special magistrate.
- (b) *Summary procedure.* If the community development director determines that snipe signs, banners, project signs, real estate signs, sidewalk or sandwich signs, and special event signs located in the public rights-of-way or on town property where unlawfully erected and maintained in violation of the provisions of this chapter, the director may have the sign summarily removed from the property by the town without any advance notice. After the summary removal of a sign pursuant to this section, the community development director shall attempt to notify either the occupant or owner of the property from where the sign was removed or if the sign identifies a person other than the property owner or occupant, said person shall be notified if possible, by either regular U.S. mail, in person and/or hand delivery, or by posting a notice on the property. The notice shall advise that the sign has been removed by the town, and that the sign may be retrieved from the town within ten days of the date of the notice, and shall state the name and contact information for retrieval of the sign from the town. The notice shall further provide that, if the sign is not retrieved from the town within ten days, it will be disposed of by the town. The town shall dispose of all unclaimed signs after the expiration of the ten-day period. Persons retrieving signs from the town pursuant to this section shall be required to reimburse the town for all costs incurred in connection with the removal and storage of the sign.
- (c) *Alternative procedure.* If the community development director determines that a sign has been erected in violation of the provisions of this chapter, the director may as an alternative to the summary procedure set forth herein, utilize the following alternative enforcement procedures. The community director or his/her designee shall post on the sign face, a notice stating that the sign is illegal and must be removed within ten days after the date on which the notice was posted. If the sign bears the name of the licensee or the name and address of the nonlicensed sign owner, the department shall, concurrently with and in addition to, posting the notice on the sign, provide a written regular U.S. mail notice to the owner, stating that the sign is illegal and must be permanently removed within the ten-day period specified on the posted notice. The written notice shall further state that the sign owner has a right to request a hearing, which request must be filed with the community development department within 15 days after the date of the written notice. However, the

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

filing of a request for a hearing will not stay the removal of the sign. If, pursuant to the notice provided, the sign is not removed by the sign owner within the prescribed period, the town may immediately remove the sign without further notice and the town's employees, agents, or independent contractors may enter upon the private property for the purpose of removing the sign.

- (d) Any entrance upon private property shall not constitute or be deemed a trespass or an act of conversion, and neither the individuals authorized by the town to conduct the sign removal nor the Town, shall incur any liability to the property owner, lessees and tenants, sign owner, or other person or entity as a result of the entrance onto the property. For purposes of this subsection, regular U.S. mail notice, hand delivery, or posting of the notice on the property from which the sign was removed, directed to the sign owner, constitutes sufficient notice. Notice is not required to be provided to the lessee, tenant, advertiser, the owner of the real property on which the sign is located, or any mortgagees. If, after a hearing before a special magistrate of the town appointed to conduct such hearings, it is determined that the sign has been wrongfully or erroneously removed pursuant to this subsection, the town, at the sign owner's discretion, shall either pay just compensation to the owner of the sign or re-erect the sign in kind at the expense of the town.
- (e) *[Removal and storage expenses constitute lien.]* The expenses of sign removal and storage shall constitute a lien of the town against the real property on which the sign was erected which lien shall be recorded by the town clerk in the public records of Palm Beach County and shall accrue interest at the statutory rate for court judgments until paid in full.

Sec. 70-65. - Reserved.

Sec. 70-66. - Stop work orders.

If the community development director determines that a sign is under construction or work is being performed on any sign for which a sign permit has not been issued as required under the provisions of this chapter, the director is authorized to require that all work on the sign cease until the sign owner shows that the sign does not violate the provisions of this chapter. The order to cease work shall be prominently posted on the sign structure, and no further notice is required to be given. The failure of a sign owner or the owner's agents to immediately comply with the order shall subject the sign to prompt removal by the town.

Sec. 70-67. - Violations.

Except as provided for in section 70-64, violations of this chapter shall be prosecuted by the town in code enforcement proceedings before the special magistrate for the Town, through legal action in a court of competent jurisdiction hereby the town may seek all available and appropriate legal and equitable relief from the violator, enforced or as provided in subsection 9-71(e), with all available remedies to the town to be nonexclusive. The special magistrate may order the removal of a sign at the sign owner's or property owner's expense, if the sign is found in violation of these regulations, and/or the storage of the sign or the disposal of the sign by the Town, with the violator to pay all associated administrative costs incurred by the Town.

Secs. 70-68—70-100. - Reserved.

ARTICLE IV. - SIGN REGULATIONS

Sec. 70-101. - Exempt signs.

The sign permit requirements of this chapter shall not apply to the following signs:

- (1) Any sign which is located completely within an enclosed building and which is not visible from outside the building, and any sign which is so located that it is not visible beyond the boundaries of the lot or parcel on which it is located or from any public thoroughfare, except, however, that

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

Added to accommodate the CRA Board/Town Commission's desire to include identification signs within districts

- signs within a shopping center shall be subject to review and approval pursuant to site plan review;
- (2) Traffic signs of any public or governmental agency;
 - (3) Any identification of any official public office, notices thereof, or any flag, emblem or insignia of the nation, a unit of government or public school; or any identification signs located within the public right-of-way that identify certain districts, landmarks (etc.) or operations within those districts
 - (4) Any grave marker, headstone, memorial statue or other similar remembrances that are noncommercial in nature;
 - (5) Works of art, ornamental figurines and the like, both two-dimensional and three-dimensional, used for decorative purposes and not related to the operation of a commercial enterprise with a commercial enterprise;
 - (6) Temporary decorations or displays celebrating the occasion of traditionally accepted patriotic or religious holidays and limited to 90 days, refer to section 70-107(f);
 - (7) Signs on a truck, bus, trailer or other vehicle which is maintained and operated for normal business purposes other than the display of such a sign on a lot;
 - (8) Names and addresses on postal boxes;
 - (9) Residential address numbers;
 - (10) Names of newspapers and similar publications on their respective delivery boxes;
 - (11) The posting of privately owned land and/or buildings or structures against trespass, hunting, fishing, swimming or any other activity, and/or the warning of any person against any danger, hazard or condition pertaining to such land and/or buildings and structures;
 - (12) The flying of individual national, state or town flags attached to permitted freestanding poles mounted on the ground, limited to one flag of each type and a total of three, provided that such flags shall not be used for commercial promotion;
 - (13) Cornerstones, memorial tablets and similar markers made of masonry, bronze and other noncombustible and durable material and used to indicate, without advertising matter, information relating to the development of the facility on which they are located such as those involved in planning, financing and construction of buildings;
 - (14) Historical signs and markers designating places of historical significance, or nostalgic signs. The community development department may approve certain signs with historic or nostalgic significance provided the sign is historically designated and a special certificate of appropriateness is processed and approved, as required per the Town's Historic Preservation guidelines. The owner of a property with a historic or nostalgic sign may apply for designation and a special certificate of appropriateness as may be required.
 - (15) Directional markings, entrance and exit locators, traffic warnings, lane and stall markings, parking and loading area reservations and restrictions, and similar information when painted on or otherwise affixed to pavement, curbs or wheelstops;
 - (16) Any informational sign, not exceeding six square feet, identifying an institutional use. Such sign may be located in public right-of-way subject to engineering approval;
 - (17) Legal notices and official instruments;
 - (18) Merchandise displays behind storefront windows so long as no part of the display moves or contains flashing lights;
 - (19) Signs incorporated into machinery or equipment by a manufacturer or distributor, which identify or advertise only the product or service dispensed by the machine or equipment, such

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

Freedom of speech eliminates the ability to prohibit human 'sign spinners or dancers' when a sign is affixed to a person and not in an idle position – Town Attorney to review

- as signs customarily affixed to vending machines, newspaper racks, telephone booths and gasoline pumps;
- (20) Advertising and identifying signs located on taxicabs, buses, trailers, trucks or other vehicles;
 - (21) Public warning signs to indicate the dangers of trespassing, swimming, animals or similar hazards;
 - (22) Signs with a noncommercial, or commercial message carried by a person;
 - (23) Religious displays as permitted by law;
 - (24) Land-based nautical flags, shapes or pennants used in conjunction with water dependent uses;
 - (25) "For Sale" signs on personal vehicles provided such signs are not larger than four square feet in size and limited to one such sign and one vehicle per lot.
 - (26) Off-premises signs on town property subject to prior written approval by the town manager or the town manager's designee and subject to any rules adopted by resolution of the town commission which rules may address such matters as time, place, size, fees, maintenance and, to the extent permitted by law, the content and message and other matters appropriate to the location and purposes of the sign.
 - (27) Event banners on town property and banners on private property; provided banners on private property must be in conjunction with town-sponsored events; provided further that all banners are subject to prior written approval by the community development director and subject to any rules adopted by resolution of the town commission which rules may address such matters as time, place, size, fees, maintenance and to the extent permitted by law, the content and message and other matters appropriate to the location and purposes of the banner.
 - (28) Any sign listed in subsection 70-32(a) which is not included in this section.

Sec. 70-102. - Prohibited signs and related equipment.

It shall be unlawful to erect, cause to be erected, maintain or cause to be maintained any sign not expressly authorized by, or exempted from this section. The following signs, sign structure, and related equipment shall not be permitted, erected or maintained in the town:

- (1) Signs which incorporate any flashing, intermittent illumination; rotating, revolving, oscillating or moving signs; except that this section shall not be deemed to prohibit signs which state time and/or temperature information and which incorporate moving or exposed incandescent lightbulbs with a time and/or temperature sequence span of four to eight seconds in commercial and industrial zoning districts;
- (2) Banners, pennants, spinners, balloons and streamers, except as permitted by any of the provisions contained herein. For the purposes of this section, banners, pennants, streamers, spinners and balloons shall be any such objects with or without lettering or other specific identification or advertising information or graphics;
- (3) String lights used on commercial premises except as permitted by these regulations in section 70-107.
- (4) Any sign which has any visible moving parts, visible revolving or rotating parts, or visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic or mechanical means, including intermittent electrical pulsations or action of normal wind current;
- (5) Any sign or sign structure which is structurally unsafe, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation or abandonment, or which is not kept

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

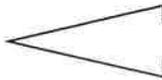
in good repair, or is capable of causing electrical shocks to persons or other living beings that are likely to come into contact with it;

- (6) Any sign, which obstruct free ingress to or egress from a required door, window, fire escape or other required exit way or otherwise presents a life-safety hazard;
- (7) Any sign which uses the words "Stop," "Look," "Danger" or any other words, phrases, symbols or characters in such a manner which presents or implies the need or requirement of stopping or the existence of danger, or which is a copy or imitation of official signs, or otherwise may have the effect of to interfere interfering with, misleading or confusing vehicular and/or pedestrian-traffic;
- (8) Any sign, which was or is unlawfully installed, erected or maintained in violation of the requirements of this article;
- (9) Any portable sign not permanently affixed to the ground, or to a building, or to another structure which is also permanently affixed to the ground so as to withstand the wind load and other requirements of the Florida Building Code, the town Code, and any other applicable rules and regulations of any state, local, or federal government or agency. A sign which is affixed to a truck, bus, trailer or other vehicle which has as a primary purpose the display of such a sign on a lot shall be considered to be a portable sign and shall be prohibited. However, a sign which is affixed to a truck, bus, trailer or other vehicle which such vehicle is maintained and operated primarily for business purposes other than the display of such a sign on a lot, shall not be considered to be a portable sign, but shall be considered to be an exempt sign;
- (10) Any sign attached to or painted on a standpipe, gutter drain, fire escape, television antenna, satellite dish or any similar accessory structure;
- (11) Any sign which is supported by visible angular bracing members, guy wires or cables, or any sign that is served by visible electrical conduit;
- (12) Any sign which would project into any public right-of-way, or other accessory, or a visibility triangle, or is placed in any curve or in any manner that may prevent persons using the streets, roads, highway and other public rights-of-way, from obtaining an unobstructed view of approaching vehicles;
- (13) Any wall-mounted sign located on the exterior of a building which would project more than 18 inches therefrom, except as provided for in section 70-103;
- (14) Any sign located so as to impair access to a roof;
- (15) Any sign, which would project above the height, as, of the building roofline, except that a sign may be mounted on a parapet wall provided that the sign does not extend above the parapet wall;
- (16) Any sign mounted on the roof of a building behind the front facade;
- (17) Any sign, which emits a sound, odor or disturbing effects which creates a nuisance;
- (18) Any sign erected in or on the waters of Lake Worth or South Lake;
- (19) Any signs made of any material (including paper, cardboard, wood and metal) when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to, affixed, fastened, or painted on trees, utility poles, fences or other similar objects;
- (20) Unauthorized signs on property owned by or under the control of the town;
- (21) Any addition and/or enlargement or other alteration of an existing sign unless such addition and/or enlargement or other alteration has been approved by issuance of a new sign permit by the town;
- (22) Any billboard or off-premises sign;

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- (23) Signs that are in violation of F.S. Chapter 479, as amended from time to time, the Florida Building Code, the electrical code, and any other technical codes adopted by the Town;
- (24) Any sign, which the director, has reasonably determined does or may constitute a safety hazard, or which is insecurely erected or fastened, or which is in an unsightly condition;
- (25) Blank temporary signs;
- (26) Pole signs;
- (27) Any other sign not specifically authorized by this chapter.

Sec. 70-103. - Permitted signs.



Flexibility for signage was discussed therefore, Staff has inserted provisions for PADD signage in those categories that have been specifically mentioned at prior workshops. Additional suggestions are encouraged.

All permanent signs shall be part of the architectural concept and character of the site. Lighting, materials, size, color, lettering, location and arrangement shall be harmonious with the building design.

1. *Residential signage.*

(a) *Residential nameplate signs.* Signs with one or two faces and wall-mounted signs with one face that identify a house, apartment, or individual buildings in a multifamily complex shall be permitted subject to the following restrictions:

- (1) Permitted content: The name of the occupant or the building name, and the address of the residential unit to which the sign is accessory. In addition, signs permitted pursuant to this section may contain any noncommercial message which has not been declared by a court of competent jurisdiction to be obscene, defamatory or otherwise contrary to law.
- (2) Maximum area: One square foot per face.
- (3) Maximum number: One per individual dwelling unit. Building units may have up to four such signs if needed to be identified from separate entrances or parking lots for the buildings as determined by the community development director
- (4) Location: On the same lot as the residential unit or building which the sign identifies.
- (5) Maximum height:
 - a. Freestanding, four feet;
 - b. If wall-mounted, no higher than the wall on which it is mounted.

(b) *Residential development permanent identification signs.* Signs with one or two faces that identify the development or complex shall be permitted subject to the following restrictions:

- (1) Permitted content: The name, logo, and address (if applicable) of the residential development may be identified. Types of residential developments, which may be so identified, include subdivisions, condominiums, cooperatives, planned unit developments, and apartments. In addition, signs permitted pursuant to this section may contain any noncommercial message which has not been declared by a court of competent jurisdiction to be obscene, defamatory or otherwise contrary to law.
- (2) Maximum area: Sixteen square feet per face or 32 square feet if only one sign face per entrance is displayed.
- (3) Maximum number: One double faced sign per entrance to the development or two single faced signs if the sign faces are detached and are positioned on each side of the entrance as determined necessary by the community development director.
- (4) Location: Within 100 feet of the entrance of the development which it identifies.
- (5) Minimum setbacks:

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- a. Twenty feet from the lot line of any property located outside the development;
 - b. Five feet from a public right-of-way, if all sign faces placed parallel to street and five feet if one or more sign faces not placed parallel to street;
 - c. In an intersection of a street with other streets and with access drive, as required by subsection 70-61(d).
- (6) Maximum height:
- a. If freestanding, four feet;
 - b. If wall-mounted, no higher than the wall on which it is mounted.
- (7) The town's code compliance division shall regularly inspect signage on residential development for compliance with the requirements of this section, and may take appropriate enforcement action to obtain compliance. It shall be the responsibility of the developer, property owner. The owner of the sign, the community association, or any other person or entity responsible for the maintenance of the particular residential property on which the signage is located such as a property maintenance company to ensure compliance with the requirements of this section. If the signage is in violation of this section and is not corrected upon notification by the town, the town may remove and dispose of the illegal signage in accordance with the provisions of section 70-64.
- (c) ***Garage sale and yard sale signs. Not permitted in the Park Avenue Downtown District.*** Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsections 70-102(9), (22). Signs with one or two faces, and wall-mounted signs with one face shall be permitted subject to the following restrictions:
- (1) Permitted content: Type of sale, the address, dates and hours of the sale, directional information and other related information.
 - (2) Required content: The property owner shall provide the address of the site of the garage or yard sale and the date of same. Any sign posted without an address or date shall be subject to immediate removal by the town's code compliance officers.
 - (3) Maximum area: Four square feet per face.
 - (4) Maximum number: No limit.
 - (5) Placement of signs:
 - a. An offsite garage sale or yard sale sign may be placed in the public swale.
 - b. No sign shall be placed on private property without the owner's permission.
 - c. No sign shall be posted on any utility pole or column, fence, or similar structure or object. Such signs will be subject to immediate removal and a fine of \$50.00 will be assessed.
 - (6) Maximum height:
 - a. If freestanding, four feet;
 - b. If wall-mounted, no higher than the wall on which it is mounted.
 - (7) Sign removal:
 - a. Weekend sales. All approved signs shall be removed by 8:00 a.m. on the Monday following the sale.
 - b. Weekday sales. All approved signs shall be removed by 8:00 a.m. on the day immediately following the date of the sale.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

Signs not removed by the required time shall be subject to immediate removal and a fine of \$50.00 may be assessed to the person or property owner responsible for the permit for the garage or yard sale.

- (8) The town may remove signs not in compliance with this section in accordance with the provisions of section 70-64.

2. *Parking and directional signage.*

- (a) *Parking area identification signs.* Signs with one or two faces and wall-mounted signs with one face shall be permitted subject to the following restrictions:

- (1) Permitted content: Designation of entrance and exit points, including directional arrows.
- (2) Maximum area: Four square feet per sign face.
- (3) Maximum number: As determined to be reasonably necessary by the community development director.
- (4) Location: On the same lot as the parking area to which it is accessory.
- (5) Minimum setbacks:
 - a. Two feet from lot line of another lot;
 - b. Five feet from a public right-of-way;
 - c. Placement within the clear visibility triangle is strictly prohibited.
- (6) Maximum height:
 - a. Low freestanding, four feet;
 - b. Twelve feet if wall-mounted.

- (b) *Parking area instructional and related signs.* Signs with one or two faces and wall-mounted signs with one face shall be permitted subject to the following restrictions:

- (1) Permitted content: The direction of traffic flow within a parking or loading area, areas where no parking is permitted, identification of parking spaces reserved for other specific groups or for individuals, and other similar information.
- (2) Maximum area: Not larger than is necessary to be visible to motorists on the site where they are located and subject to site plan approval.
- (3) Maximum number: As determined to be reasonably necessary by the community development director in order to regulate traffic flow, parking, loading, handicapped and reserved parking, and subject to site plan approval.
- (4) Location: On the same lot as the parking and other vehicular circulation areas to which the sign is accessory.
- (5) Minimum setbacks:
 - a. From the lot line of another lot subject to development approval;
 - b. From the public right-of-way is subject to development approval;
- (6) Maximum height:
 - a. If wall-mounted, no higher than the wall on which is mounted;
 - b. If freestanding, six feet.

- (c) *Directional signs.* Directional signs are limited to four feet in height and four square feet, giving directions to motorists regarding the location of parking areas and access drives

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

shall be permitted as permanent accessory signs on all parcels and shall not be counted as part of an occupancy's allowable sign area.

3. *Temporary signage.*

(a) *Temporary signs erected during the development stage of residential and nonresidential uses.* Signs with one or two faces and wall-mounted signs with one face shall be permitted subject to the following restrictions:

- (1) Permitted content: Identification of homes or home sites, condominiums, apartments, for sale, rent, or lease in a residential development under construction, and/or identification of nonresidential development under construction. Signs may include identification of developers, contractors, architects, engineers, real estate agents and other related information.
- (2) Maximum area: Two hundred square feet per face.
- (3) Maximum number: One per 500 feet or fraction thereof of each street frontage.
- (4) Location: Within 100 feet of the entrance to the development, which it identifies, or in another suitable location as determined by the community development director.
- (5) Minimum setbacks: Twenty feet from lot line of any property located outside the development.
- (6) Maximum height: Twelve feet.
- (7) Prior to the issuance of a certificate of occupancy of a completed residential or nonresidential structure, all such signs shall be removed.
- (8) Illegally placed temporary signs shall be removed by the town at the sole expense of the property owner, and/or sign owner, and/or the individual responsible for the illegal placement. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine, together with an assessment of the town's administrative costs.
- (9) Maximum height of 12 feet and minimum of 20 feet from the public right-of-way. Such distance and height may be altered if unique physical conditions exist as determined by the community development director.

(b) *Temporary real estate signs.* Signs with one or two faces and wall-mounted signs with one face shall be permitted only for the purpose of advertising the land or building for sale, rent or lease, and shall relate only to the premises upon which the sign is located. No sign permit shall be required for temporary residential real estate signs that do not exceed six square feet. However, such signs shall be subject to the following restrictions:

- (1) Permitted content: The name, logo, address and telephone number of the real estate agent or owner, offering the property on which it is located for sale, lease, or rent and other related information.
- (2) Maximum area:
 - a. For residential uses, six square feet per sign;
 - b. For nonresidential uses, 16 square feet per sign face. Park Avenue Downtown District real estate signs shall only allow wall or window mounted real estate signs, maximum nine (9) square feet.
- (3) Maximum number:
 - a. One residential sign per lot. In addition, during an open house one additional open house sign may be displayed during the hours of the open house only. In

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- no case may an open house sign be displayed for more than two days in any given week.
- b. One nonresidential real estate sign per 500 feet or fraction thereof of each street frontage.
- (4) Location: On the lot advertised for sale.
 - (5) Minimum setbacks:
 - a. Twenty feet from the lot line of another lot and five feet from a public right-of-way;
 - b. In an intersection of a street with other streets and with access drives, as required by subsection 70-61(d).
 - (6) Maximum height: Six feet.
 - (7) Time limit: Signs advertising the sale, lease or rental of vacant land shall be removed immediately upon the sale, lease or rental of the property, or within six months from the issuance of a temporary sign permit unless such sign permit is properly renewed.
 - (8) Real estate signs shall not be placed within public right-of-way.
 - (9) Illegally placed temporary signs shall be removed by the town or at the sole expense of the property owner, sign owner, and/or the individual responsible for the illegal placement. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine, together with an assessment of the town's administrative costs.
 - (10) Temporary real estate signs are not permitted for businesses engaged in the rental or lease of facilities on an ongoing basis.
- (c) *Temporary political signs pertaining to specific elections.*
- (1) Permitted content: Any message urging the election or defeat of any candidate seeking any political office, or urging the passage or defeat of any ballot measure, advertising a candidate, or stating a position regarding an issue upon which the voters of the town will vote.
 - (2) Maximum area: The maximum area for a temporary political sign shall be four square feet.
 - (3) Maximum number: One sign on each street side of any residential or commercial property for each candidate or ballot item; for a total of no more than four such signs per property.
 - (4) Location: Only on lots where the property owner has given permission. The placing of temporary political signs anywhere on public property is prohibited. Temporary political signs located on public property shall be deemed to be public property and shall be summarily removed by the town.
 - (5) Maximum height:
 - a. If freestanding, three feet;
 - b. If wall-mounted, no higher than the building wall on which it is mounted.
 - (6) Time limit: Signs permitted pursuant to this section shall be installed no sooner than 30 days prior to an election and shall be removed within 48 hours after the day of the election to which the sign may apply.
 - (7) Permit requirements: No permit required.
 - (8) A temporary political sign shall not be placed within a public right-of-way.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- (9) Candidates shall be held responsible for the size and placement of political signs. An illegally sized or placed temporary political sign may be removed by or at the expense of the political candidate responsible for the illegal placement. An attempt to notify such candidate by phone to remove the sign may be made. A notice shall be posted on or near the noncomplying sign which advises as to the manner of noncompliance and shall allow one day to comply. If said sign is not removed within that time, the town may utilize the provisions of section 9-71, alternative code enforcement procedures and standards, and issue a citation if the sign is not removed within the 24 hours. For purposes of this section, the citation shall be issued to the candidate whose sign is deemed illegally sized or placed. Further, for purposes of the notice requirements of section 9-71, 24 hours notice as provided above shall be considered reasonable.
- (d) *Temporary signs for special noncommercial events of public interest.* All types of signs announcing and promoting special noncommercial events of public interest may be established pursuant to a special event sign plan submitted by the sponsor of the event and provided that no such signs shall be placed more than 15 days prior to the beginning of the event and provided further that all such signs shall be removed within 48 hours after the event. Special event sign plans shall be approved by the director prior to the issuance of a permit under the provisions of this section.
- (e) *Temporary signs for commercial special events.* Temporary signs and displays announcing and promoting a special business event such as a sale, introduction of a new product, store liquidation, etc., may be permitted in addition to those permanent signs which have been previously approved provided they are placed on the lot where the business promoting a special event is located. Temporary signs are permitted to be placed on the property for no more than 14 consecutive days prior to the start of the approved special event. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsection 70-102 (2), (9), (13), (15), (16) and (19). Application for temporary event sign shall be accompanied by a special event application, as applicable.
- (1) Permitted content: Any message identifying the event including the type of sale, the address, dates and hours of the sale, directional information and other related event information.
- (2) Maximum number: One per 200 feet or fraction thereof of each street frontage.
- (3) Location: Only within the boundaries of the event site. The placement of a temporary special event sign on public property is subject to the approval of the recreation director.
- (4) Minimum setbacks: Five feet from any property line, provided however that signs are not permitted within visibility triangles as described in Section 78-253(c)(9).
- (5) Maximum height: Twelve feet or five feet below the highest point on the building facade whichever is higher.
- (6) Upon completion of the event, such sign shall be removed within 48 hours. In no case shall a temporary event sign stay in place longer than 14 consecutive days preceding the start of the event with the exception of grand opening or business change signage as provided for in subsection 70-103.3(e)(10).
- (7) Illegally placed temporary signs shall be removed by the candidate or by the town failing the timely removal of the sign as required herein at the sole expense of the property owner, sign owner, and/or individual responsible for the illegal placement. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

violations are subject to the imposition of a \$500.00 fine together an assessment of the town's administrative costs.

- (8) Large displays such as inflatable balloons announcing a grand opening or anniversary event may be permitted through the special event application process with the approval of the community development director or designee.
- (9) All temporary signage must be professionally produced.
- (10) Temporary signs and displays announcing the opening of a new business or the change in ownership of an established business or the change of location of a business with a current Lake Park address to another Lake Park address. Temporary signs and displays announcing the opening of a new business or the change of ownership of an established business shall be permitted in addition to other signs which may be permitted on the lot where located. Temporary signage announcing the change of location of an existing Lake Park business to another local in-town address shall be permitted to be placed at the old address with the property owner's permission. Such signs shall not remain in place for more than 60 days. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsections 70-102 (2), (9), (13), (15), (16) and shall be exempt from any permit fee, however a signage application is still required. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together with an assessment of the town's administrative costs.

- (f) *Temporary construction signs.* A construction sign shall be permitted only while construction is actually in progress and shall be removed within 30 days following completion or abandonment of work. Such signs shall not exceed 32 square feet per sign face in area with an aggregate area of 64 square feet. One sign per company is permitted per construction site. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine, together with an assessment of the town's administrative costs.

- (g) *Temporary signs preceding the installation of permanent signage.* In the event that an existing sign needs replacement or repair and a replacement sign or the required repairs are not available at the time the old sign is taken, down a temporary sign may be used in place of the old sign for a period not to exceed 45 consecutive days. Any such sign must be approved and permitted by the community development department prior to being erected and must be located and the same area as the sign that was removed.

4. *Miscellaneous signage.*

- (a) *Bulletin board for houses of worship.* In addition to signs permitted pursuant to this section, freestanding bulletin boards with one or two faces and wall-mounted bulletin boards with one face shall be permitted for houses of worship subject to the following restrictions:

- (1) Permitted content: Any information related directly or indirectly to the activities of the house of worship. In addition, signs permitted pursuant to this section may contain any noncommercial message which has not been declared by a court of competent jurisdiction to be obscene, defamatory or otherwise contrary to law.
- (2) Maximum area: Twenty square feet per face.
- (3) Maximum number: One per lot.
- (4) Location: On the same lot as the use to which it is accessory.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- (5) Minimum setbacks:
 - a. Twenty feet from the lot line of another lot;
 - b. Five feet from a public right-of-way, if all sign faces placed parallel to street and five feet, if one or more sign faces not placed parallel to street;
 - c. In an intersection of a street with other streets and with access drives, as required by subsection 70-61(d).
- (6) Maximum height: Six feet.
- (b) *Signs on a marquee.* Notwithstanding the limitations of this chapter on the projection of signs from the wall of a building, signs shall be permitted on marquees subject to the following restrictions:
 - (1) The sign shall be affixed flat to the face of the marquee, projecting not more than three inches therefrom;
 - (2) The sign shall not extend above or below the structure of the marquee;
 - (3) The sign shall be counted in determining the area of wall-mounted signs permitted on the wall from which the marquee projects; and
 - (4) All signs on a marquee for a building which contains more than one occupant shall be the same size and shape.
- (c) *Signs on a canopy or awning.* Notwithstanding limitations of this chapter on the projection of signs from the wall of a building, signs shall be permitted on canopies and awnings subject to the following restrictions:
 - (1) Permitted content shall include the name or logo of the building, or the name or logo of the principal occupant of the building, the address and telephone number; words describing the nature of the business provided that the letters are 50% or less of the height of the letters depicting the name.
 - (2) The sign shall be professionally painted or printed directly on the canopy or awning;
 - (3) The sign shall be counted in determining the area of wall-mounted signs permitted on the wall from which the canopy or awning projects.
- (d) *Time and temperature signs.* Signs giving time and temperature information shall be permitted when attached to or made part of an otherwise permitted sign and shall be limited to the display of time and temperature in commercial and industrial zoning districts only. Such signs shall not be larger than 25 percent of the permitted area of the sign to which they are attached. Such signs shall be counted as part of the permitted area of the sign to which they are attached.
- (e) *Menu board signs.* Signs in a menu type format for the display of the type and price of food and beverage sold at a restaurant. Sign shall be mounted no higher than six feet from the ground on a wall, in a window, or on a pole and be a maximum of four square feet in size. A-Frame style signs are prohibited.

5. *Commercial/nonresidential signage.*

- (a) *Wall-mounted signs in commercial and mixed commercial and light industrial districts.*

Refer to Section 78-70(p) for Park Avenue Downtown District provisions.

- (1) Content: The name, logo and address of the business to which the sign is accessory and other business related information. In addition, signs permitted pursuant to this section may contain any noncommercial message which has not been declared by a

Separate provisions can be inserted here or kept in the PADD – even though the intent was to consolidate, it seemed some of the minor provisions were better suited for 78-70(p) and Table 78-70-1 as it relates to specific uses. This can be modified further.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

court of competent jurisdiction to be obscene, defamatory or otherwise contrary to law.

- (2) No sign shall be mounted at a distance measured perpendicular to the surface of a building greater than 18 inches from the surface of the building to the face of the sign. The total square footage of all wall signs on any front wall shall not exceed in surface area or sign area one and one-half times the length of the exterior wall of the individual business establishment to which it is attached.
- (3) For side and rear wall signage:
 - a. Side wall or rear wall signage shall not exceed 50 percent of the maximum square footage of allowable sign as calculated pursuant to paragraph (2) of this subsection.
 - b. Side wall or rear wall signage adjacent to residential parcels shall not exceed 25 percent of the maximum square footage as calculated pursuant to paragraph (2) of this subsection.
- (4) There shall be a minimum separation of three feet between wall signs. No wall sign shall cover wholly or partially any required wall opening.
- (5) No projecting sign may be erected on a wall containing a wall sign.
- (6) Signs located on the building shall be considered wall signs. The maximum height of a wall sign shall be six inches below the roof at the location of the sign.
- (7) Wall signs may be painted directly onto the building provided it meets the following standards:
 - a. The sign shall be painted by a professional sign painter.
 - b. A full color rendition of the painted sign must be approved by the community development director prior to issuance of the permit.
 - c. The sign must contain a logo or other graphic elements in addition to the name and address and shall be in proportion to the existing/available sign space and harmonious in design.
- (8) Auto repair and similar facilities may have one wall sign up to six square feet per garage door bay identifying the function of the bay (e.g. brakes, batteries, air conditioning, etc.). Banners are prohibited.

(b) *Freestanding sign in commercial and mixed commercial/light industrial districts.*

- (1) Permitted content: The name, logo and address of the building occupant. Only one such freestanding sign shall be permitted per building. In addition, signs permitted pursuant to this section may contain any business related noncommercial message which has not been declared by a court of a competent jurisdiction to be obscene, defamatory or otherwise contrary to law. Refer to Section 78-70(p) for Park Avenue Downtown District provisions.
- (2) Maximum sum total area of freestanding signs along front street: One square foot for every one and one-half feet of front street frontage of the lots on which located.
- (3) Minimum setbacks:
 - a. Five feet from any public right-of-way line;
 - b. Eight feet from utility electrical transmission lines;
 - c. In an intersection of a street with other streets and with access drives, as required by subsection 70-61(d);

Separate provisions can be inserted here or kept in the PADD – even though the intent was to consolidate, it seemed some of the minor provisions were better suited for 78-70(p) and Table 78-70-1 as it relates to specific uses. This can be modified further.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- d. There shall be a minimum of a 48-foot separation between signs, including between signs on adjacent parcels, except that all parcels shall be entitled to at least one freestanding sign, unless prohibited by other sections of this Code.
- (4) Multiple signs: More than one freestanding sign shall be permitted per street frontage if all above provisions are met.
- (5) Maximum height: Ten feet above ground where located except as noted below.
- (6) Multi-store/unit complexes where two or more businesses are located in a single building or within attached buildings or within a cluster of buildings sharing a common vehicular entrance and exit shall be allowed a site identification sign with a maximum height of 14 feet. The sign may display the name of the complex. Individual businesses within the site or complex may be identified by a sign appendage not to exceed 12 square feet. Variations in size and design may be approved by the community development director only when a sign plan is submitted for all business units in the complex. Signs in the complex must be harmonious throughout the entire complex in some manner such as but not limited to, background board, trim, mounting brackets, color, architectural design, etc.
- (7) Monument signs shall have a solid base with such base having a minimum width of six feet. The monument sign bases shall be constructed of materials that are different from the sign face. Such bases shall have texture and relief.
- (8) Pole and pylon signs are prohibited.
- (c) *Automobile and boat signage at a dealership.* Signs placed on stationary automobiles or boats on the grounds of a dealership for the purpose of advertising them for sale or lease.
 - (1) Permitted content: Any information related directly to the sale of the vehicle; the signage may include information about price, year of manufacture, special sale, etc.
 - (2) Placement area: Signage may ONLY be placed on the front, side or rear window of a vehicle or a boat. Open hood/door/trunk/signage is prohibited.
 - (3) Maximum area of sign: The size of the sign shall be limited to 50 percent of the window area to which it is attached.
 - (4) Maximum number of signs per vehicle or boat: One sign (vehicle prep sheets are exempt).
 - (5) Signs or other attachments designed to draw attention to the vehicle or boat may not extend or protrude beyond the plane of the window. (American Flags are excluded from this requirement.)
 - (6) Pennants, balloons and other such items intended to attract attention to the merchandise is prohibited.
- (d) *Gasoline price and essential directional signs for service stations in addition to identifying signage.*
 - (1) Gasoline price signs: One streetside gasoline price sign shall be permitted per gasoline station to provide the price of gasoline only and shall be attached to permanent structures. The sign shall not exceed 16 square feet in area per side. The sign shall be affixed to a permanent sign structure or to a building and shall not be located closer than 20 feet to any side property line. The price sign shall not be included in the total area of signage otherwise permitted.
 - (2) Essential directional signs: Signs providing information needed for motorists to locate the proper service station pump site shall be permitted. Such signs shall include those identifying the type and price of fuel sold at individual service pumps, the location of full service and self-service pump islands and other similar information. Such signs

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

shall be of a size which can be seen by motorists once on the site but shall not be sized to attract attention of motorists on public rights-of-way.

- (e) *Window signs.* Signs placed in or on a window, and which include plastic signs, signs made of vinyl letters, painted or neon signs, signs that are painted on, applied to, attached to, or projected upon or within the exterior or interior of a building glass area, including doors, or located within 15 feet of the interior of a building glass area, including doors, or any interior illuminated signs or exposed unshielded light source.
 - (1) Permitted content: Business name, logo, address, telephone number, signs denoting hours, open or closed, credit cards or a similar message that provides a customer with information about the store's operation and messages regarding goods and services for sale.
 - (2) Maximum area of sign: the size of the sign(s) shall be limited to 25 percent of any single window panel or pane to which it is attached and shall be included with all other business signs when calculating the allowable square footage for the business.
 - (3) Stand alone lettering shall be discouraged. Lettering that incorporates graphic elements, borders, backgrounds shall be encouraged. Placement and design must be consistent, harmonious, and unified throughout all windows.
 - (4) Paper, cardboard and hand-written signs are prohibited.
 - (5) One generic massed produced neon sign such as neon "OPEN" sign and one other neon merchandise sign limited to six square feet is allowed per business. All such neon signs shall be included with all other business signs when calculating the allowable square footage for the business.
 - (6) "OPEN" flags are prohibited unless approved as a temporary sign associated with the opening of a new or remodeled business.
 - (7) Any plastic lettering applied directly to a window is considered a sign and must obtain a permit and be approved by the community development department prior to placement in the window.

Sec. 70-104. - Legal nonconforming signs.

- (a) *Regulations applicable to nonconforming signs.* Nonconforming signs shall be subject to the building and structural nonconformity provisions of the land development regulations and the provisions of this Code.
- (b) *Replacement of nonconforming sign with another nonconforming sign prohibited.* No nonconforming sign shall be changed to another nonconforming sign, nor shall any nonconforming sign be replaced by another nonconforming sign.
- (c) *Alteration of nonconforming message prohibited.* No sign with a nonconforming commercial message may be altered in any way which would result in a different nonconforming commercial message unless the sign is a bulletin board, or substantially similar type of sign, specifically designed for periodic change of message.
- (d) *Removal of obsolete nonconforming signs.* Obsolete signs which are nonconforming in their number, size or placement shall be removed not less than 30 days after becoming obsolete. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine, together with an assessment of the town's administrative costs.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- (e) *Removal of legal nonconforming signs.* Any sign which may become nonconforming as a result of these regulations or any amendment to these regulations may be continued in operation until it is replaced. ~~and maintained until July 5, 2016 as a legal nonconforming sign, provided however that this amortization period shall not apply to real estate signs,~~ and provided that:
- (1) No structural alteration, enlargement, or extension shall be made to a legal nonconforming sign unless the structural alteration, enlargement, or extension will result in the elimination of the nonconforming features of the sign.
 - (2) No sign shall be moved in whole or in part to any other location where it would remain nonconforming.
 - (3) If a legal nonconforming sign is damaged or destroyed by any means except for intentional damage by the sign owner, to the extent that the repair value exceeds \$500.00 at the time of the damage, the sign may not be rebuilt or used thereafter unless it complies with all of the provisions of this section. Damaged nonconforming signs which may not be reconstructed or repaired under the terms of this section shall be removed within 20 days after the damage or destruction occurs. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together an assessment of the town's administrative costs. In the event the damage or destruction is less than 50 percent of its replacement value at the time, the sign may be rebuilt to its original condition and may continue to be displayed, provided however that all nonconforming signs must be replaced with a conforming sign on or before July 5, 2016.
 - (4) Normal maintenance of legal nonconforming signs, including necessary nonstructural repairs and incidental work, which does not extend or intensify the nonconforming features of the sign, shall be permitted.

Sec. 70-105. - Computation of sign area.

- (a) *Computation of sign area and number.*
- (1) The area of sign permissible for each classification of sign as herein set forth shall include all areas of the sign containing informational and/or directional wording or symbols, and shall include the background area of the wording or symbols.
 - (2) Computation of sign area for signs not covered by section 70-103 and this section and except as provided in subsections (b) and (c) of this section shall be the area of each face of a sign including the area of the smallest circle, triangle or parallelogram which contains all content, background and structural elements of the sign.
 - (3) In computing the area of a sign background, only that face or faces which can be seen from any one direction at one time shall be counted.
 - (4) The number of signs shall be the number of noncontiguous sign faces. Multiple noncontiguous sign faces may be counted as a single sign if all the sign faces are included in the geometric figure used for determining the sign area. Where two sign faces are placed back to back and are at no point more than three feet apart, it shall be counted as one sign. If a sign has four faces arranged in a square, rectangle or diamond, it shall be counted as two signs.
- (b) *Certain support structures exempted from computation of area of freestanding signs.* The area of each face of a freestanding sign shall be computed as described herein except that individual support structures shall not be considered to be part of the sign if they:
- (1) Support structures which are part of a decorative landscape wall or screen wall shall not be considered to be part of the sign; and
 - (2) Do not contain letters, symbols or other sign content.

Final public hearing version will be renumbered and re-lettered for proper flow and will be reviewed for legal sufficiency and reworded as is necessary prior to the public hearing.

- (c) *Determination of the number of signs.* Any collection of sign content, background and structure may be considered to be one sign face if the area of said sign face is measured as only one circle or only one triangle or only one parallelogram, provided that the area measured conforms to the maximum sign area requirements of these regulations.

Sec. 70-106. - Illumination of signs.

- (a) Except as otherwise provided herein, signs shall be illuminated only as follows:
- (1) By lights placed inside a cabinet sign with an opaque background and translucent copy;
 - (2) By lights placed inside individual pan-channel letters with a translucent face;
 - (3) By "halo" lights placed behind individual reverse pan-channel letters;
 - (4) By lights which are directed to shine directly on the sign, however, such lights shall be directed and/or shielded so as not to shine directly onto neighboring property or the eyes of passing motorists;
 - (5) By exposed incandescent bulbs for signs which give time or information.
 - (6) See Table 78-70-1 for permissible Airbnb and Bed and Breakfast lighting.
- (b) In all cases, sign lighting may not be designed or located to cause confusion with traffic lights and illuminated signs shall not have lighting mechanisms that project more than 18 inches perpendicularly from any surface of the sign over public space.

Separate provisions can be inserted here or kept in the PADD – even though the intent was to consolidate, it seemed some of the minor provisions were better suited for 78-70(p) and Table 78-70-1 as it relates to specific uses. This can be modified further.

Sec. 70-107. - Exterior architectural lighting.

- (a) *Permitted in commercial and industrial zoned districts only.* Exterior lighting employing strip neon lighting outlining or illuminating a building or portion thereof shall be permitted only in commercial and commercial/light industrial zoned districts.
- (b) *Height from ground.* All bare tubing for exterior lighting employing strip neon shall be mounted no less than eight feet in height from the ground or surface adjacent to the wall or surface for which it is mounted to prevent access to the exposed lighting fixture.
- (c) *Prohibitions.* Exterior lighting shall not:
- (1) Flash, revolve, flutter or be animated;
 - (2) Project into or over any public street right-of-way including the sidewalk;
 - (3) Obstruct or interfere with any door, fire exit, stairway, ladder or opening intended to provide light, air, ingress or egress;
 - (4) Violate the purpose, intent and objectives of this chapter through improper maintenance, abandonment, neglect or being in a dilapidated or hazardous condition, as determined by reference to the Florida Building Code and the National Electrical Code as adopted by the town Code;
 - (5) Constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, glare or method of illumination, or by obstructing or detracting from the visibility of any official traffic control device by diverting or tending to divert the attention of drivers of moving vehicles from traffic movement on streets, roads, intersections of access facilities; or
 - (6) Obstruct the vision of pedestrians.
- (e) *Sign permit requirement.* It shall be unlawful to erect, construct, install or structurally alter exterior lighting without first obtaining a sign permit as required by this chapter, illuminated lighting, including strip neon lighting identifying a business, establishment or activity by name, symbol, figure or lettering, shall be considered a sign, and the property owner shall be responsible for compliance with all sign permit requirements and regulations.
- (f) *Seasonal lighting.* Traditionally accepted seasonal or patriotic exterior lighting displays shall not be illuminated in excess of a total of 90 consecutive days during a calendar year.

Proposed Alcohol Ordinance
(for discussion on PADD applicability)

Final (public hearing) version will be renumbered and re-lettered and will be reviewed for legal sufficiency and re-worded as needed.

Exhibit "B"

PROPOSED – DRAFT ONLY

RELEVANT TO BUSINESSES WITH A CURRENT LIQUOR LICENSE (WILL ALSO APPLY TO FUTURE BUSINESSES) – TO BE USED FOR DISCUSSION.

ORDINANCE NO. __-2018

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTIONS 6-3, 6-5 AND 6-6 OF CHAPTER 6, RELATED TO THE CONSUMPTION, POSSESSION AND SALE OF ALCOHOLIC BEVERAGES IN THE TOWN OF LAKE PARK; PROVIDING FOR THE CREATION OF A NEW SECTION 6-7 TO BE ENTITLED "PENALTY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted provisions in Chapter 6 of its Code of Ordinances (the Code) pertaining to the regulation of alcoholic beverages; and

WHEREAS, the Palm Beach County Sheriff's Office has requested that the Town consider incorporating enforcement provisions in Chapter 6 to enhance the public health, safety and welfare.

WHEREAS, the Town Commission, has determined that amendments to Sections 6-3, 6-5 and 6-6 of the Code would further the public health, safety and general welfare by allowing for an additional enforcement mechanism.

Final (public hearing) version will be renumbered and re-lettered and will be reviewed for legal sufficiency and re-worded as needed.

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

Section 1. The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

Section 2. Sections 6-3, 6-5 and 6-6 of the Code are hereby amended to read as follows:

Sec. 6-3. - Consumption and possession of alcoholic beverages in unlicensed establishments, public parking lots, public places and ways prohibited.

- (a) *Restrictions on the consumption of alcoholic beverages at commercial establishments.* The consumption of alcohol on the premises of unlicensed commercial establishments is hereby prohibited. No person shall consume alcoholic beverages or cause alcoholic beverages to be added to any other beverage on the premises of any commercial establishment unless the owner of the establishment is licensed to sell alcoholic beverages to be consumed on the premises. For the purposes of this section, the term "premises" shall include the parking area of the commercial establishment. No person licensed by the beverage department of the state, who is not licensed to sell alcoholic beverages to be consumed on the premises, shall knowingly furnish or provide any set-ups, glasses or other service to any person for the purpose of consuming alcoholic beverages on the premises. No owner of any commercial establishment who is not licensed by the beverage department of the state to sell alcoholic beverages to be consumed on the premises, or any operator or employee of any such establishment, shall knowingly sell, furnish or provide any set-ups, glasses or any other service to any person for the purpose of consuming alcoholic beverages on the premises.
- (b) *Consumption and/or possession prohibited in and around parking lots; with exceptions.* It is unlawful for any vendor or for any agent, servant or employee of any such vendor, to permit the consumption of any alcoholic beverages in or upon any parking or other area outside of the building or room stated in the vendor's license certificate as the address thereof, when any part of such parking or area is adjacent to the building or premises in which the business license is operated, and when such parking or other area is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such licensed vendor or by any agent, servant or employee of such licensed vendor. The licensed vendor shall post and maintain a legible, painted or printed sign in at least two separate prominent places on such parking or other areas, with sufficient light directed thereon to be visible during the hours of darkness while such place of business is open, in letters of not less than three inches in height, stating:

"WARNING"

"Drinking alcoholic beverages on the exterior of this premises or in the parking lot or in the public right-of-way is strictly prohibited and subject to a \$500 fine or 60 days in jail, or both-Town of Lake Park Ordinance"

- (1) It is unlawful for any person to consume an alcoholic beverage in or upon any parking area outside of and adjacent to a vendor's licensed premises when such parking or other area is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such vendor.

Final (public hearing) version will be renumbered and re-lettered and will be reviewed for legal sufficiency and re-worded as needed.

- (2) If any licensed vendor mentioned herein is a corporation, then the officers of such corporation shall be regarded as the owners thereof, for the purposes of enforcement of this section.
- (c) Consumption and/or Possession of alcoholic beverages prohibited in and upon public places and public ways, including but not limited to, parks, streets, benches, sidewalks, parking lots, alleys, etc.; with exceptions. It shall be unlawful for any person to drink, consume and/or possess or carry an open container of alcoholic beverage on the premises outside of, or on any streets, alleys, sidewalks, benches, or parking areas, and on other lands open to the public and/or owned or controlled by the town which are open to the general public, provided however that the town commission may permit consumption and carrying of alcoholic beverages during special events pursuant to the special event

permits issued in accordance with the special event provisions of this Code. For the purposes of this section, the Lake Park Harbor Marina, Lake Shore Park and Kelsey Park shall be excluded from the definition of "park" provided that any consumption of alcohol in these areas Kelsey Park must shall be pursuant to a special event permit which authorizes the sale and consumption of alcohol in Kelsey Park. The Town shall post and maintain a legible, painted or printed sign in at least two separate prominent places on such parking or other areas, with sufficient light directed thereon to be visible during the hours of darkness while such place of business is open, in letters of not less than three inches in height, stating:

"WARNING"

"Drinking alcoholic beverages on the exterior of this premise, or in any public places and public ways, including but not limited to, parks, streets, benches, sidewalks, parking lots, alleys is strictly prohibited and subject to a \$500 fine or 60 days in jail, or both- Town of Lake Park Ordinance"

- (d) *Possession of alcoholic beverages in parking lots prohibited; exception.* It shall be unlawful for any person to possess or consume any alcoholic beverage in or within 500 feet of a commercial establishment parking lot in the town except in those areas in which such possession is permitted pursuant to the Beverage Law, special or general act of the state legislature, the Florida Administrative Code, or town permit, ordinance, resolution or administrative approval unless such alcoholic beverage is in the original container with the seal unbroken.
- (e) *Exemptions.* This section shall not apply to:
- (1) Any person engaged in picking up empty beverage containers for the purpose of collecting the deposit or value of the bottle or can itself, nor to any person taking part in a litter control campaign; or
 - (2) The possession of any open container by any licensed distributor or licensed vendor of alcoholic beverages, provided that such alcoholic beverage is being transported solely for commercial purposes.
 - (3) Persons consuming alcoholic beverages at a special event, for which the town has issued a special event permit which includes the authorization for the sale and

Final (public hearing) version will be renumbered and re-lettered and will be reviewed for legal sufficiency and re-worded as needed.

consumption of alcoholic beverages, and provided that the alcoholic beverages are not contained within a glass or metal container.

- (f) *Taking open container from licensed premises prohibited; vendor's responsibilities.* It is unlawful for any ~~those~~ vendors, ~~their agents or employees~~ who are ~~or their agents or employees~~, licensed to sell beer, wine, liquor or other alcoholic beverages within the Town unincorporated areas of the county, to knowingly allow any person to take from the licensed premises any opened beer, wine, liquor or other alcoholic beverage container, or to knowingly allow any person to take from the licensed premises any glass or other open or unsealed container containing an alcoholic beverage or any mixture containing an alcoholic beverage.
- (g) *Enforcement of section.* ~~It shall be the duty and responsibility of all town law enforcement and code enforcement officers to enforce the provisions of this section. The Town's law enforcement agency, or~~

other duly authorized law enforcement agency is hereby authorized to and shall strictly enforce the provisions of this chapter.

Sec. 6-5. - Hours of sale.

No person shall buy, sell, serve, consume or deliver, or permit the purchase, sale, service, consumption or delivery of, any alcoholic beverages for consumption on or off the premises of a licensed alcoholic beverage establishment between the hours of 2:00 a.m. and 7:00 a.m. of any day, including Sunday but excepting December 31 (New Year's Eve) which hours shall be 5:00 a.m. and 7:00 a.m., respectively. Those businesses or employees thereof who do not comply with this sections shall be subject to a \$500 fine or 60 days in jail, or both.

The Town's law enforcement agency, or other duly authorized law enforcement agencies hereby authorized to, and shall strictly enforce the provisions of this chapter.

Sec. 6-6. - Sale of alcohol near certain uses prohibited.

(a) No person or entity may sell alcoholic beverages for consumption either on or off the premises where the place of sale is within 500 feet of real property that is being used as an elementary school, middle school, high school, or secondary school. Provided, however, that businesses located in the Park Avenue Downtown District on Park Avenue between 7th Street and 10th Street shall be exempt from this 500-foot distance regulation, including locations that are able to demonstrate that they have continuously operated with a valid alcohol sales liquor license that require a change in license or undergo a change of ownership requiring zoning approval of the new liquor license. Bring your own alcohol-type establishments whereby alcohol is not sold onsite, are exempt throughout the Town.

(b) The measurement provided in subsection (a) of this section shall be measured by drawing a straight line between the closest property lines of the place of sale and the real property being used as an elementary school, middle school, high school or secondary school.

Final (public hearing) version will be renumbered and re-lettered and will be reviewed for legal sufficiency and re-worded as needed.

(c) Consumption of alcohol in Kelsey Park, the Lake Park Harbor Marina, or Lake Shore Park must be pursuant to a special event permit, or permanent concession sales located on the premises, which authorizes the sale and consumption of alcohol in Kelsey Park, the Lake Park Harbor Marina, or Lake Shore Park.

Sec. 6-7 Penalty. Any person who violates any provision in this chapter shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment for a term not exceeding sixty (60) days, or by both.

Section 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Codification.

The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

Section 5. Repeal of Laws in Conflict.

All Ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon adoption by the Town Commission.

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2019 **Agenda Item No.** Tab 5

Agenda Title: Community Redevelopment Agency and Town Commission Workshop minutes of January 14, 2019

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

Approved by Town Manager *Shaquita Edwards* **Date:** 1-22-19

Shaquita Edwards, Deputy Town Clerk
Name/Title

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

Summary Explanation/Background:

Recommended Motion: To approve the Community Redevelopment Agency and Town Commission Workshop minutes of January 14, 2019.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Community Redevelopment Agency Board
and Town Commission Workshop
Monday, January 14, 2019
Immediate Following the
Park Avenue Downtown District Workshop
Lake Park Town Hall, 535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Rhonda "Jo" Brockman	—	Board Member
Erin T. Flaherty	—	Commissioner
Christiane Francois	—	Board Member
Anne Lynch	—	Commissioner
Roger Michaud	—	Commissioner
.....		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	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. NEW BUSINESS:

Lake Park and Palm Beach North Chamber of Commerce Hack-a-thon Workshop
Topic Discussion

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. BOARD MEMBER, TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

F. REQUEST FOR FUTURE AGENDA ITEMS:

G. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, January 16, 2019



Minutes
Town of Lake Park, Florida
Community Redevelopment Agency Board
and Town Commission Workshop
Monday, January 14, 2019,
Immediately following the
Park Avenue Downtown District Workshop
Town Commission Chamber, 535 Park Avenue

The Community Redevelopment Agency and Town Commission met for the purpose of a Workshop to discuss Lake Park and Palm Beach North Chamber of Commerce Hackathon Topic Discussion on Monday, January 14, 2019 at 7:34 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Board Member Rhonda "Jo" Brockman, and Christiane Francois, Commissioners Erin Flaherty, Roger Michaud, Town Manager John O. D'Agostino, and Town Clerk Vivian Mendez. Commissioner Anne Lynch was absent.

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

NEW BUSINESS:

Lake Park and Palm Beach North Chamber of Commerce Hackathon Workshop Topic Discussion.

Ms. Inez Castro introduced herself and made a correction for the record that this would be a Town of Lake Park Hackathon, not a Palm Beach North Chamber of Commerce Hackathon. Town Manager D'Agostino explained that the Palm Beach North Chamber of Commerce would underwrite a portion of the cost and the Town would provide a match. Ms. Castro stated that the Palm Beach North Chamber of Commerce staff would raise approximately \$75,000, which includes the Town match. She explained the sponsorship efforts the Palm Beach North Chamber of Commerce staff endures to fund the event. She explained The Challenge Brief that was included in the agenda packet.

Mayor O'Rourke explained what Hackathon teams do and they assist with challenges. The Board and Commission discussed suggestions for a Hackathon. Town Manager D'Agostino suggested that the list of questions included in the agenda request form be used to narrow the topics for consideration. Board Member Brockman asked if the Treasurer Coast Regional Planning Council study could be used to assist with deciding on a topic. Town Manager D'Agostino stated that the marketing campaign provided by the Treasurer Coast Regional Planning Council offered many suggestions. Ms. Castro suggested creating a tag line or branding for the Town. Mayor O'Rourke suggested the following: A Wifi connected community that uses technology information that are available at the fingertips of its residents to find information regarding community events, business activities, recreations activities, transportation, and a live, work, play opportunities. Board Members offered other suggestions for topics, such as a scavenger hunt.

Ms. Castro made suggestions to the Town's narrative that would assist with creating a topic for the Hackathon team to work through. She stated that the Board and Commissioners need more time to narrow down which topic should move forward. Town Manager D'Agostino and Mayor O'Rourke reviewed the topics and developed a list based on priorities:

- Perception of Public Safety
- Marketing to businesses and residents
- Development
- Know the target audience

Ms. Castro suggested that the general statement should be simple yet concrete, with the supporting inventory around it. The Board and Commissioners discussed with Ms. Castro the specifics of what the team would need the weekend of the Hackathon.

Mayor O'Rourke suggested that each Board Member and Commissioner provide the Town Manager with a list of Hackathon topics for discussion by tomorrow so that they can be discussed during Wednesday's Regular Commission Meeting.

PUBLIC COMMENT:

BOARD MEMBER, TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Manager D'Agostino announced that a Special Call Community Redevelopment Agency (CRA) Board meeting was needed on February 6, 2019 to discuss the revision of the Dedicated IT grant agreement; the second item would be the possible incentive opportunity for Grace Fine Foods possibly moving into the Town. He announced that Senator Bobby Powell would like to hold a Town Hall meeting and asked for suggested dates. The dates of January 23 and 30th at 6:30 p.m. were offered.

Commissioner Lynch was absent.

Commissioner Michaud had no comments.

Commissioner Flaherty had no comments.

Board Member Brockman had no comments.

Board Member Francois had no comments.

Vice-Mayor Glas-Castro had no comments.

Mayor O'Rourke had no comments.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Michaud and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 8:35 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, CMC

Deputy Town Clerk, Shaquita Edwards

Town Seal

Approved on this _____ of _____, 2019

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2019

Agenda Item No. Tab 6

Agenda Title: January 16, 2019 Regular Commission Meeting Minutes.

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

Approved by Town Manager *Shaquita Edwards* **Date:** 1-22-19

Shaquita Edwards, Deputy Town Clerk

Name/Title

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

Recommended Motion: To approve the January 16, 2019 Regular Commission Meeting Minutes.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 16, 2019, 6:30 p.m.,
Lake Park Town Hall
535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Anne Lynch	—	Commissioner
Roger Michaud	—	Commissioner
.....		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	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 PRESENTATIONS/REPORTS**

None

D. **PUBLIC COMMENT:**

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

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

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

1. Regular Commission Meeting Minutes of January 2, 2019. Tab 1
 2. Resolution No. 09-01-19 Authorizing the Mayor to Sign Revised 2019 State Aid To Libraries Agreement and Sign the Certification. Tab 2
 3. Resolution No. 10-01-19 Authorizing the Town Manager to Execute the Tuition Reimbursement Employment Agreement with Town Employee Brittany Freeman. Tab 3
 4. Resolution No. 11-01-19 Authorizing and Directing the Mayor to Execute an Amendment to the Town's Agreement with the State of Florida, Division of Emergency Management for Grant Funds Associated with Hurricane Irma. Tab 4
- F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: None
- G. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: None
- H. OLD BUSINESS:
5. A Request from the Event Organizers of the Vintage Motorcycle Festival proposed For Saturday, March 2, 2019 to Allow the Town to be an Event Co-Sponsor and Share on the Event Costs. Tab 5
- I. NEW BUSINESS:
6. Resolution No. 12-01-19 Authorizing the Town Manager to Pay for the Abatement Cost Associated with the Mold Remediation of a Nuisance at 801 Lake Shore Drive Unit 112. Tab 6
 7. Commissioners Members Goals for the 2019 Calendar Year. Tab 7
- J. 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.
- K. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:
- L. REQUEST FOR FUTURE AGENDA ITEMS:
- M. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, February 6, 2019



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 16, 2019, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, January 16, 2019 at 6:30 p.m. Present were Mayor Michael O’Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Anne Lynch, Roger Michaud, Town Manager John O. D’Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

SPECIAL PRESENTATIONS/REPORTS:

None

PUBLIC COMMENT:

None

CONSENT AGENDA:

- 1. Regular Commission Meeting Minutes of January 2, 2019.**
- 2. Resolution No. 09-01-19 Authorizing the Mayor to Sign Revised 2019 State Aid To Libraries Agreement and Sign the Certification.**
- 3. Resolution No. 10-01-19 Authorizing the Town Manager to Execute the Tuition Reimbursement Employment Agreement with Town Employee Brittany Freeman.**
- 4. Resolution No. 11-01-19 Authorizing and Directing the Mayor to Execute an Amendment to the Town’s Agreement with the State of Florida, Division of Emergency Management for Grant Funds Associated with Hurricane Irma.**

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

Vote on Motion:

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

Motion passed 5-0.

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

PUBLIC HEARING(S) – ORDINANCE ON SECOND READING: None

OLD BUSINESS:

5. A Request from the Event Organizers of the Vintage Motorcycle Festival proposed For Saturday, March 2, 2019 to Allow the Town to be an Event Co-Sponsor and Share on the Event Costs.

Mayor O'Rourke explained that he serves as a Board Member of Kelsey Cares and recused himself from the discussion, and sat in the audience (see Exhibit "A").

Town Manager D'Agostino explained that the proposed event would be held in the back alleyway of 700 Park Avenue on Sunday, March 2, 2019 from 11:00 a.m-7:00 p.m. with an expectation of 4,000-6,000 spectators throughout the duration of the event. Discussion ensued regarding the revving of motorcycle engines. Mr. Bob Gilbert explained that he would ensure minimal revving of engines. Mr. Gilbert explained the details of the Vintage Motorcycle Festival and the itinerary for the event. Commissioner Lynch questioned if the event organizers had submitted a grant application. Town Manager D'Agostino explained that the event organizers did not submit an application and that no one attended the Mandatory Pre-Application Conference for Town Grants on Tuesday, January 15, 2019. Discussion ensued regarding the rescheduling of a second Mandatory Pre-Application Conference for Town Grants. Jo Brockman of Kelsey Cares explained that she was unaware of the Mandatory Pre-Application Conference that took place on Tuesday, January 15, 2019. Discussion ensued regarding security for the event.

Motion: Commissioner Michaud moved to underwrite the Vintage Motorcycle Festival event costs at \$2,000.00 from the Special Events Department Promotional Activities Account; Commissioner Lynch seconded the motion.

Vote on Motion:

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

Motion passed 4-0.

NEW BUSINESS:

6. Resolution No. 12-01-19 Authorizing the Town Manager to Pay for the Abatement Cost Associated with the Mold Remediation of a Nuisance at 801 Lake Shore Drive Unit 112.

Town Manager D'Agostino explained the item (see Exhibit "B"). Town Attorney Baird explained the abatement recommendation of the Town Special Magistrate. Town Manager D'Agostino explained that the abatement process would not begin until air circulation tests were completed. Mayor O'Rourke questioned if the Town had contacted the owner of the unit. Town Attorney Baird explained that the owner was deceased, and

that the next of kin had refused to take action with regard to failure to correct a code violation. Town Manager D’Agostino explained that the abatement costs totaled \$21,173.43. Commissioners Flaherty and Michaud questioned the availability of funds for the abatement. Town Manager D’Agostino and Finance Director Lourdes Cariseo explained that the associated costs was a budgeted expenditure.

Motion: Vice-Mayor Glas-Castro moved to approve Resolution No. 12-01-19; Commissioner Flaherty seconded the motion.

Commissioner Lynch questioned the legal ramifications for non-compliance of the Abatement Order of the Special Magistrate. Town Attorney Baird explained that the residents of the 801 Lake Shore Drive building could take action against the Town, if the Town failed to abate the nuisance. Mayor O’Rourke questioned if the Town would possibly recover the abatement costs by placing a lien on the unit. Town Attorney Baird explained that the Town might recover the abatement costs if the lien was placed on the unit prior to the reverse mortgage. Town Manager D’Agostino explained that he believed the reverse mortgage was recorded prior to the issue of mold in the unit.

Vote on Motion:

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

Motion passed 5-0.

7. Commissioners Members Goals for the 2019 Calendar Year.

Mayor O’Rourke: Stronger Youth Recreation Program- Discussion ensued regarding partnerships with non-profit organizations, various recreational programs, and the recruitment of residents and volunteers. Commissioner Michaud questioned the condition of the field at Bert Bostrom Park. Special Events Director Riunite Franks explained the condition of the field at Bert Bostrom Park was sufficient for the use of Jetsev Youth Soccer Program. She explained that the field was not conducive for the use of Adult Recreation Programs. Town Manager D’Agostino asked Public Works Director Richard Scherle for an update regarding the Sports Lighting Equipment at Bert Bostrom Park. Public Works Director Scherle explained that the transformer was installed and that Florida Power and Light needed to complete the hook-up. He explained that the hook-up might take place in February 2019.

Vice-Mayor Glas-Castro: The Development of Traffic Calming Policy for future issues, and Improvement of Parking in the Park Avenue Downtown District.

Commissioner Flaherty: Questioned the condition of the baseball field. Special Events Director Franks explained that the clay on the baseball field was in very bad condition and the Town does not have the equipment to complete repairs.

PUBLIC COMMENT:

Town Manager D'Agostino read Jo Brockman's Hack-a-thon comment for the record (See Exhibit "C").

Town Manager D'Agostino read John Linden's Hack-a-thon comment for the record (See Exhibit "D").

Commissioner Lynch expressed concern and the importance of meeting the needs of the Residents in the Town of Lake Park.

John Linden commented on the Hack-a-thon process and benefits for the Town of Lake Park.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird no comments.

Town Manager D'Agostino announced the recommendation of a second Mandatory Pre-Application Conference for Town Grants on February 23, 2019, 2:00 p.m., Town Hall Commission Chamber. He announced March 1, 2019, 5:00 p.m. as the Town Grant Program Application deadline. He announced that the Alliance for Eating Disorder Awareness requested that the Town issue a Proclamation in support of the awareness of eating disorders. Per Commission consensus, the Proclamation in support of the Alliance for Eating Disorder Awareness was added to a future Regular Commission Meeting. He announced the Northlake Promenade Meeting in North Palm Beach on March 13, 2019. Discussion ensued regarding the celebration of the Town of Lake Park Centennial in year 2023. He announced that that Town of Lake Park Offices would be closed on Monday, January 21, 2019 in observation of Dr. Martin Luther King Jr. Day. He announced the Lake Park Public Library would be closed for cleaning on January 21st – 22nd, and would reopen on January 23, 2019 at 1:00 p.m. He announced that the Lake Park Wellness Program Fitness Classes would be held every Wednesday and Friday at 10:00 a.m., 105 Lake Shore Drive, Lake Park, FL 33403. He announced that the Town of Lake Park newsletter would be provided no later than next week.

Commissioner Lynch no comments.

Commissioner Michaud announced that the Palm Beach County Property Appraiser would be a vendor at the South Florida Fairgrounds. He announced that representatives would provide information regarding Homestead Applications.

Commissioner Flaherty no comments.

Vice-Mayor Glas-Castro announced the upcoming Palm Beach County League of Cities Meeting on Wednesday, January 23, 2019, 12:00 p.m., 3400 Equestrian Club, Wellington, FL 33414.

Mayor O'Rourke announced the Diversity Council Meeting on January 17, 2019 at 10:00 a.m., Town Hall Mirror Ballroom. He announced that the Business before

Breakfast group met every Tuesday at 8:00 a.m., 720 Park Avenue, Lake Park, FL 33403.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Michaud and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 8:08 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, CMC

Deputy Town Clerk, Shaquita Edwards

Town Seal

Approved on this _____ of _____, 2019

Exhibit "A"

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME D'Rourke Michael J.		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Town of Lake Park	
MAILING ADDRESS 535 Park Ave		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> Town <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
CITY Lake Park	COUNTY Palm Beach	NAME OF POLITICAL SUBDIVISION: Town Commission	
DATE ON WHICH VOTE OCCURRED 1-16-19		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Michael O'Rourke, hereby disclose that on 1-16-19, 2019:

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, Kelsey Cares, where I'm a board member.
- inured to the special gain or loss of my relative, _____
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

1-16-19
Date Filed


Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 16, 2019

Agenda Item No. Tab 6

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO PAY FOR THE ABATEMENT COSTS ASSOCIATED WITH THE MOLD REMEDIATION OF A NUISANCE AT 801 LAKE SHORE DRIVE UNIT #112; AND PROVIDING FOR AN EFFECTIVE DATE.

- Special presentation/reports, Board appointment, Ordinance on 1st reading, New business - resolution, Other, Consent agenda, Old business.

Approved by Town Manager [Signature] Date: 1-7-19

Nadia Di Tommaso / Community Development Director

Table with 3 columns: Originating Department (Community Development), Costs (\$21,173.43), Attachments (Resolution with Exhibits A, B, C), Advertised (Not Required), and notification status (Yes/No).

Summary Explanation/Background:

801 Lake Shore Drive, Unit #112 is a vacant condo unit within an 8-story multifamily structure located on the east side of Lake Shore Drive in the Town of Lake Park. In early to mid-2018 the Town was notified by a resident in the building of the possibility of mold in the unit due to air quality concerns. Upon investigation by the Town's Code Officer who was able to access the unit with the assistance of the condo building manager onsite, it was determined that there was indeed visible mold that required proper assessment by a licensed company. Consequently, the unit Owner of record according to the Property Appraiser's website, Elizabeth H. Davis Trust, was cited and due to lack of compliance was brought to Hearing on May 3, 2018. A representative for the unit Owner did not attend the Hearing. The Magistrate found the property in violation and issued an initial Order Finding Violation/Order to Abate with a June 1, 2018 compliance date (for the unit Owner to comply).

The Owner failed to comply by the deadline therefore, the Town moved forward with the first step in the abatement process which included hiring an outside contractor to prepare a mold assessment report pursuant to required interior inspection and sampling. Quotes were received and an agreement was entered into with "Integrity", an outside contractor, for the preparation of a mold assessment report at a cost of **\$1,000**. This report was finalized and provided to the Town on July 18, 2018. Based on the recommended remediation "Scope of Work", the Town then moved forward in securing quotes from mold remediation contractors who would be able to perform the remediation. Three quotes were received:

ENTRUSTED	\$20,173.43 (selected – lowest quote – requires Commission approval over \$10K)
CODE RED:	\$25,438.08
SERV PRO	\$29,340.43

Given the large cost and the Owner's continued lack of response, it was recommended by the Town Attorney that the case be brought back to the Special Magistrate for a Final Order Finding Violation/Order to Abate. This Order was entered into on November 8, 2018 with the Owner being granted two final weeks to remediate the mold in the unit. Two weeks was granted since a representative on behalf of the unit attended this Hearing indicating she was hired by HUD who was securing the funds to remediate the unit. The individual did not have a business card at the Hearing, however the contact information for follow-up provided to the Town was that of a 'Kassandra Serran' who worked for the 'Sam Company' through the 'South FL Management Company'. A phone number and an email address was also provided. The Town followed up several times and left several voicemails. In December 2018, the phone number that had been provided appeared to be disconnected. The Town Manager instructed staff to send one final courtesy notice to the Owner (which was mailed and posted to the unit) indicating that if they do not remediate asap based on the expired deadline to remediate, the Town would be moving forward with the abatement and place a lien on the property. Once again, the Town did not receive any response.

Consequently, per the Magistrate's Order, the Town will need to move forward with the mold remediation of the unit. Unfortunately, given the Florida climate, there is no guarantee the mold will not return following abatement, especially if the unit is kept without air conditioning, or ventilation, however, we will monitor it closely and can also consider bringing forward foreclosure action once the lien is recorded.

Photos of the mold that requires remediation have been included with the Exhibits enclosed with the proposed Resolution.

Recommended Motion:

I move to **APPROVE** Resolution /2-01-19 authorizing and directing the Town Manager to execute payment of all associated abatement costs for 801 Lake Shore Drive, Unit #112.

RESOLUTION NO. 12-01-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO PAY FOR THE ABATEMENT COSTS ASSOCIATED WITH THE MOLD REMEDIATION OF A NUISANCE AT 801 LAKE SHORE DRIVE UNIT #112; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town is empowered pursuant to § 162.09(1), Fla. Stat. to bring a property into compliance where the property is a serious threat to the public health safety and welfare; and

WHEREAS, Chapter 9 of the Town's Code of Ordinances also authorizes the abatement of nuisances pursuant to the Town's code enforcement procedures; and

WHEREAS, the Town's Community Development Director requested that a nuisance, in the form of toxic mold be abated at 801 Lake Shore Drive Unit #112 (the "Property") be abated because it poses a threat to the public health, safety and general welfare; and

WHEREAS, a Final Order Granting Abatement for Case No. 18020045, pertaining to the Property was rendered by the Town's Special Magistrate which is set forth in **Exhibit "A"**, attached hereto and incorporated herein; and

WHEREAS, the Town's Community Development Department has already initiated the abatement of the nuisance for the Property by contracting with a mold assessment company, known as *Integrity*, to inspect and prepare a mold remediation report which details the severity of the mold and the steps necessary for its remediation at a cost of \$1,000; and

WHEREAS, in furtherance of the Magistrate's Order, the Town is now prepared contract with a mold remediation company known as *Entrusted* to perform the mold remediation in accordance with *Integrity's* mold remediation report; and

WHEREAS, Chapter 2 of the Town Code requires that the Town Commission approve of the purchase of any goods or services exceeding \$10,000; and

WHEREAS, the Town has already paid for the mold remediation report in the amount of \$1,000 and will be pursuing the necessary mold remediation per the report in order to abate the Property at a cost of \$20,173.43.

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

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

Section 2. The Town Commission hereby authorizes the Town Manager to pay *Entrusted* \$20, 173.43 associated with completion of the remediation of mold at the Property.

Section 3. This Resolution shall become effective immediately upon adoption.

EXHIBIT "A"

SPECIAL MAGISTRATE
ORDER FINDING VIOLATION/ORDER TO ABATE

TOWN OF LAKE PARK, FLORIDA
CODE COMPLIANCE DIVISION

Case No. 18020045

TOWN OF LAKE PARK, FLORIDA

Petitioner,

v.

ELIZABETH H. DAVIS TRUST



PCN: 36-43-42-21-17-000-1120

Respondent

ORDER FINDING VIOLATION/ORDER TO ABATE

THIS CAUSE, having come before the Special Magistrate for the Town of Lake Park, Florida, on **November 8, 2018**, and the Special Magistrate having heard the testimony of the Parties, and having considered the evidence presented by the Parties; and having been fully apprised of the circumstances, does hereby find as follows:

FINDINGS OF FACT

The Respondent is the owner of the real property located at **801 LAKE SHORE DRIVE, UNIT 112, LAKE PARK, FL, 33403** ("Property"), and which is legally described as follows: **LAKE HARBOUR TOWERS EAST BLDG A UNIT 112**

A Town of Lake Park Code Compliance Officer conducted a personal inspection of the Property on **02/21/2018** and determined that a violation of the Town of Lake Park Code of Ordinances, as charged in the Notice of Violation, existed on the Property. The Respondent was given a reasonable time in which to correct the violation, but failed to comply within the allotted time period. As of the date of this Order, the Property remains in violation.

CONCLUSIONS OF LAW

The Findings of Fact support, by a preponderance of the evidence that the Respondent has violated **Section 54-71(a)(b) of the Town of Lake Park Code of Ordinances**, as charged in the Notice of Violation issued in this case. The Town of Lake Park is entitled to recover all costs, including attorney's fees and Special Magistrate fees, incurred in successfully prosecuting this action.

IT IS HEREBY ORDERED, that the Respondent shall comply with **Section 54-71(a)(b) of the Town of Lake Park Code of Ordinances**, as charged in the Notice of Violation, as follows:

COMPLIANCE DATE:

On or before November 23rd, 2018, the Respondent shall come into compliance with **Section 54-71(a)(b) of the Town of Lake Park Code of Ordinances**, as charged in the Notice of Violation in this case. If the Respondent fails to comply by the Compliance Date specified herein, the Town may enter upon the property and abate the nuisance (mold remediation), and place an Assessment Lien on said property for all costs associated with abating the nuisance.

Pursuant to Chapter 162, Florida Statutes, if the fines are not paid by the date specified herein, a certified copy of this Order shall be recorded in the Public Records of Palm Beach County, Florida, and shall constitute a lien against the Property upon which the violation exists, and any other real or personal property owned by the Respondent. In addition, a recorded copy of this Order shall constitute notice that the findings contained herein are binding any subsequent purchasers, successors-in-interest, or assigns of the Respondent.

The Respondent may submit a written request for a hearing to challenge the fine imposed by this Order within 15 days from the date of this Order. If a hearing challenging the amount of the fine assessed is requested testimony as to the existence of the violation is not permitted; rather the hearing is limited to the amount of the fine and costs assessed by this Order, and why a lien to recover the fines and costs should not have been authorized by this Order. The Respondent shall bear the burden of demonstrating why the fines and costs assessed herein should not constitute a Final Order Assessing Fine and authorizing the imposition of a Lien against the property. If the Respondent fails to timely make such a request, and the violation remains, the Order shall be constitute a FINAL ORDER ASSESSING A FINE, the Town may record a Certified Copy of the Order in the Public Records of Palm Beach County, Florida, which shall constitute a lien against the Respondent's real and/or personal property and any other real or personal property owned by the Respondent; and at any time more than THREE MONTHS after its recordation the Town is hereby authorized to foreclose on the Lien of the Town against the real and/or personal property owned by the Respondent.

IT IS FURTHER ORDERED THAT the Respondent is assessed the administrative costs of this action in the amount of **\$194.32**, as provided by law, and shall pay the same to the Town Clerk, at 535 Park Avenue, Lake Park, Florida.

DONE AND ORDERED this 8th day of November, 2018.


Gary M. Brandenburg, Special Magistrate
Town of Lake Park, Florida

ATTEST:


VIVIAN MENDEZ,
TOWN CLERK



FLORIDA

TOWN OF LAKE PARK, FLORIDA
CODE COMPLIANCE DIVISION

Case No. 18020045

TOWN OF LAKE PARK, FLORIDA

Petitioner,

v.

ELIZABETH H. DAVIS TRUST



PCN: 36-43-42-21-17-000-1120

Respondent

ORDER FINDING VIOLATION/ORDER TO ABATE

THIS CAUSE, having come before the Special Magistrate for the Town of Lake Park, Florida, on **May 3, 2018**, and the Special Magistrate having heard the testimony of the Parties, and having considered the evidence presented by the Parties; and having been fully apprised of the circumstances, does hereby find as follows:

FINDINGS OF FACT

The Respondent is the owner of the real property located at **801 LAKE SHORE DRIVE, UNIT 112, LAKE PARK, FL, 33403** ("Property"), and which is legally described as follows: **LAKE HARBOUR TOWERS EAST BLDG A UNIT 112**

A Town of Lake Park Code Compliance Officer conducted a personal inspection of the Property on **02/21/2018** and determined that a violation of the Town of Lake Park Code of Ordinances, as charged in the Notice of Violation, existed on the Property. The Respondent was given a reasonable time in which to correct the violation, but failed to comply within the allotted time period. As of the date of this Order, the Property remains in violation.

CONCLUSIONS OF LAW

The Findings of Fact support, by a preponderance of the evidence that the Respondent has violated **Section 54-71 of the Town of Lake Park Code of Ordinances**, as charged in the Notice of Violation issued in this case. The Town of Lake Park is entitled to recover all costs, including attorney's fees and Special Magistrate fees, incurred in successfully prosecuting this action.

IT IS HEREBY ORDERED, that the Respondent shall comply with **Section 54-71 of the Town of Lake Park Code of Ordinances**, as charged in the Notice of Violation, as follows:

COMPLIANCE DATE:

On or before **June 1, 2018**, the Respondent shall come into compliance with **Section 54-71(a)(b) of the Town of Lake Park Code of Ordinances**, as charged in the Notice of Violation in this case. If the Respondent fails to comply by the Compliance Date specified herein, the Town may enter upon the property and abate the nuisance (mold remediation), and place an **Assessment Lien** on said property for all costs associated with abating the nuisance.

Case No. 18020045

May 3, 2018

Pursuant to Chapter 162, Florida Statutes, if the fines are not paid by the date specified herein, a certified copy of this Order shall be recorded in the Public Records of Palm Beach County, Florida, and shall constitute a lien against the Property upon which the violation exists, and any other real or personal property owned by the Respondent. In addition, a recorded copy of this Order shall constitute notice that the findings contained herein are binding any subsequent purchasers, successors-in-interest, or assigns of the Respondent.

The Respondent may submit a written request for a hearing to challenge the fine imposed by this Order within 15 days from the date of this Order. If a hearing challenging the amount of the fine assessed is requested testimony as to the existence of the violation is not permitted; rather the hearing is limited to the amount of the fine and costs assessed by this Order, and why a lien to recover the fines and costs should not have been authorized by this Order. The Respondent shall bear the burden of demonstrating why the fines and costs assessed herein should not constitute a Final Order Assessing Fine and authorizing the imposition of a Lien against the property. If the Respondent fails to timely make such a request, and the violation remains, the Order shall be constitute a FINAL ORDER ASSESSING A FINE, the Town may record a Certified Copy of the Order in the Public Records of Palm Beach County, Florida, which shall constitute a lien against the Respondent's real and/or personal property and any other real or personal property owned by the Respondent; and at any time more than THREE MONTHS after its recordation the Town is hereby authorized to foreclose on the Lien of the Town against the real and/or personal property owned by the Respondent.

IT IS FURTHER ORDERED THAT the Respondent is assessed the administrative costs of this action in the amount of **\$214.64**, as provided by law, and shall pay the same to the Town Clerk, at 535 Park Avenue, Lake Park, Florida.

DONE AND ORDERED this 3rd day of May, 2018.



Gary M. Brandenburg, Special Magistrate
Town of Lake Park, Florida

ATTEST:



VIVIAN MENDEZ,
TOWN CLERK



EXHIBIT "B"

MOLD ASSESSMENT REPORT AND ASSOCIATED COST
already completed

"INTEGRITY"

Community

JUN 22 2018

Integrity



Mold Assessment Proposal

**Assessment Report
Completed (details
herein) and paid in full.**

**Property Address:
801 Lakeshore Unit 112 Lake Park, FL**

**Integrity Mold Inspection Inc.
561.401.2294
Palm Beach Gardens, FL
www.integritymoldinspection.com**

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: Integritymold@gmail.com
Web: www.integritymoldinspection.com



Project Information

Inspection Date: TBD

WO#: TBD

Property Address: 801 Lakeshore UNit 112 Lake Park, FL

Inspection Type: Mold and Moisture Assessment

Limited Areas: NA

Square Feet Under Air: 1316 square ft

Quantity of Samplings: 3 samples

Client Name: City of Lake Park

Client Phone #: 561 881 3319

Client Email: krowley@lakeparkflorida.gov

Initial Fee: \$525.00

PRV (Clearance) Fee: \$475.00

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: Integritymold@gmail.com
Web: www.integritymoldinspection.com



Mold Assessment Proposal

1. Samplings may be air quality, interstitial, swab or bulk.
2. Thorough visual mold investigation completed or done by the actual inspector.
3. Temperature and humidity readings.
4. Investigation for active moisture using an infrared camera.
5. Moisture mapping with a moisture meter.
6. Investigation for cause of mold.
7. Digital photographs with captions that describe observations.
8. Laboratory analysis from an independent accredited laboratory.
9. Mold Remediation Protocol (highlights) that will include.
 - a. Containment estimations.
 - b. Building material removal plan with estimated dimensions.
 - c. Estimation of air scrubbing & dehumidification equipment.
10. Follow-up discussions regarding the meaning of the report.
11. Completed report 1 business day delivered via e-mail after inspection.

Inspector Qualifications

- Ten years experience as a Mold Inspector / Mold Assessor.
- Evaluated thousands of mold samplings.
- Florida State Licensed Mold Assessor.
- Board Certified Indoor Environmentalist (*American Council for Accredited Certification*).
- Bachelor of Science in Engineering Technology (*Lawrence Technological University*).
- Master of Science in Professional & Technical Communication (*LTU*).



Mold Assessment

Property Address:

801 Lakeshore #112 Lake Park, FL

**Integrity Mold Inspection Inc.
561.401.2294
Palm Beach Gardens, FL
www.integritymoldinspection.com**

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: integritymold@gmail.com
Web: www.integritymoldinspection.com

2



Project Information

Inspection Date: 07/12/2018

WO#: 071831

Property Address: 801 Lakeshore #112 Lake Park, FL

Inspection Type: Mold and Moisture Assessment

Limited Areas: NA

Square Feet Under Air: NA

Quantity of Samplings: 3

Client Name: City of Lake Park

Client Phone #: 561 881 3319

Client Email: krowley@lakeparkflorida.gov

Gary Rose, CIE
Phone# 561.401.2284
License # MRSA273
2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: integritymold@gmail.com
Web: www.integritymoldinspection.com



Findings

Cause of Loss

Moisture intrusion

Laboratory Results

The spore counts in the air samplings tested with elevated *Aspergillus* / *Penicillium* throughout.

Summary

Because of the findings, the following remediation plan is recommended (see observations and or lab results).



Remediation Plan

Licensed Remediator Mold Removal Plan

All exposed cavities should be investigated for visible mold. If visible mold is discovered, remove building material (1-2ft in all directions) beyond evidence of visible mold.

**All dimensions are approximate.*

Building Faces: South (balcony view)

A. Condo (throughout)

1. Remove carpet (1040 SQFT).
2. Remove all cabinetry from 2 bathrooms and 1 kitchen (32 linear ft).
3. Scrape popcorn ceilings (733 SQFT).
4. Remove all drywall ceilings (310 SQFT).
5. Remove kitchen ceiling tiles (132 SQFT).
6. Remove doors throughout.
7. Remove ductwork.
8. Remove wall perimeter floor to ceiling include showers (8ft h x 325 linear ft).
9. Micro-clean throughout (1316 SQFT).

B. Number of Air Scrubbers (Standard Size) = 6

C. Number of Commercial Dehumidifiers = 4

CI. Manage indoor relative humidity at approximately 40% within affected area(s)

D. Additional Protocol

9. Practice safe work habits. Wear appropriate safety equipment depending on the level of contamination. This would be determined by the Remediator.
10. Bag building material with construction bags.
11. HEPA Vacuum all debris from open cavities.
12. HEPA Vacuum all surfaces throughout the affected areas(s)
13. Damp wipe all hard surfaces throughout the affected area(s)

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: integritymold@gmail.com
Web: www.integritymoldinspection.com

5



14. The Remediator may make additional recommendations during Remediation.

Follow remediation standards and guidelines (*II CRC S520 Standard and Reference Guide for Professional Mold Remediation*).

15. Have an HVAC Professional

- A. Replace ductwork.
- B. Replace return filters.
- C. Foam clean the evaporator coil (1 air handlers).

16. Have a Mold Assessor

- D. Do a Post Remediation Verification Inspection (Clearance). ***Note this inspection occurs after remediation and is an additional fee.**

17. Have a Licensed General Contractor

- E. Moisture test and repair all moisture issues before building materials are replaced (if the moisture issue hasn't been corrected).
- F. Replace the building materials that were removed.

Gary Rose
 Integrity Mold Inspection
 2642 Ravella Ln
 Palm Beach Gardens, FL 33410



AEMIL, Inc.
 9301 E. Atlantic Blvd., Suite 5
 Pompano Beach, FL 33060
 Phone: (954) 333-8149
 Fax: (954) 333-8151
 email: customerservice@aemilinc.com

Project: 801-112
Batch: 170775
Sampled: 7/12/2018
Received: 7/13/2018
Analysis Date: 7/13/2018
Report Date: 7/13/2018

AEMIL Test: A001 Spore Trap Analysis

Sample ID:	180713J080	180713J081	180713J082						
Client Sample ID:	Outside 220002	Guest Bed 220003	Master Bed 220007						
Volume Sampled (L):	75	75	75						
Media:	Allergenco D	Allergenco D	Allergenco D						
Percent of Trace Analyzed:	100% at 600X Magnification	100% at 600X Magnification	100% at 600X Magnification						
Spore Types	Raw Count	Count/m ³	%	Raw Count	Count/m ³	%	Raw Count	Count/m ³	%
Alternaria	-	-	-	-	-	-	-	-	-
Arthrinium	-	-	-	-	-	-	-	-	-
Ascospores	2	27	8	-	-	-	-	-	-
Aspergillus/Penicillium-Like	4	53	17	2,412*	32,160	100	2,151*	28,680	100
Basidiospores	3	40	13	1	13	<1	-	-	-
Bipolans/Dreschlera	1	13	4	-	-	-	-	-	-
Botrytis	-	-	-	-	-	-	-	-	-
Chaetomium	-	-	-	-	-	-	-	-	-
Cladosporium	11	147	46	-	-	-	2	27	<1
Curvularia	3	40	13	-	-	-	-	-	-
Epicoccum	-	-	-	-	-	-	1	13	<1
Fusarium	-	-	-	-	-	-	-	-	-
Ganoderma	-	-	-	-	-	-	-	-	-
Memnoniella	-	-	-	-	-	-	-	-	-
Nigrospora	-	-	-	-	-	-	-	-	-
Oidium/Peronospora	-	-	-	-	-	-	-	-	-
Pithomyces	-	-	-	-	-	-	-	-	-
Rust	-	-	-	-	-	-	-	-	-
Smut/Myxomycetes/Periconia	-	-	-	-	-	-	-	-	-
Stachybotrys	-	-	-	-	-	-	-	-	-
Tonula	-	-	-	-	-	-	-	-	-
Ulocladium	-	-	-	-	-	-	-	-	-
Unidentified Spores	-	-	-	-	-	-	-	-	-
Total Spores i	24	320		2,413	32,173		2,154	28,720	
Hypal Fragments	4	53		1	13		-	-	
Pollen	-	-		-	-		2	27	
Debris Rating	3			3			3		
Detection Limit	13			13			13		

* Estimation performed due to high count.

Joshua Krinsky
Joshua Krinsky
 Technical Director

Results submitted pertain only to the samples as presented on the accompanying Chain of Custody. This report shall not be reproduced, except in its entirety and with the written approval of AEMIL.



Observations



Outdoors (time of inspection):
65.8 % Relative Humidity
85.2 Degrees Fahrenheit



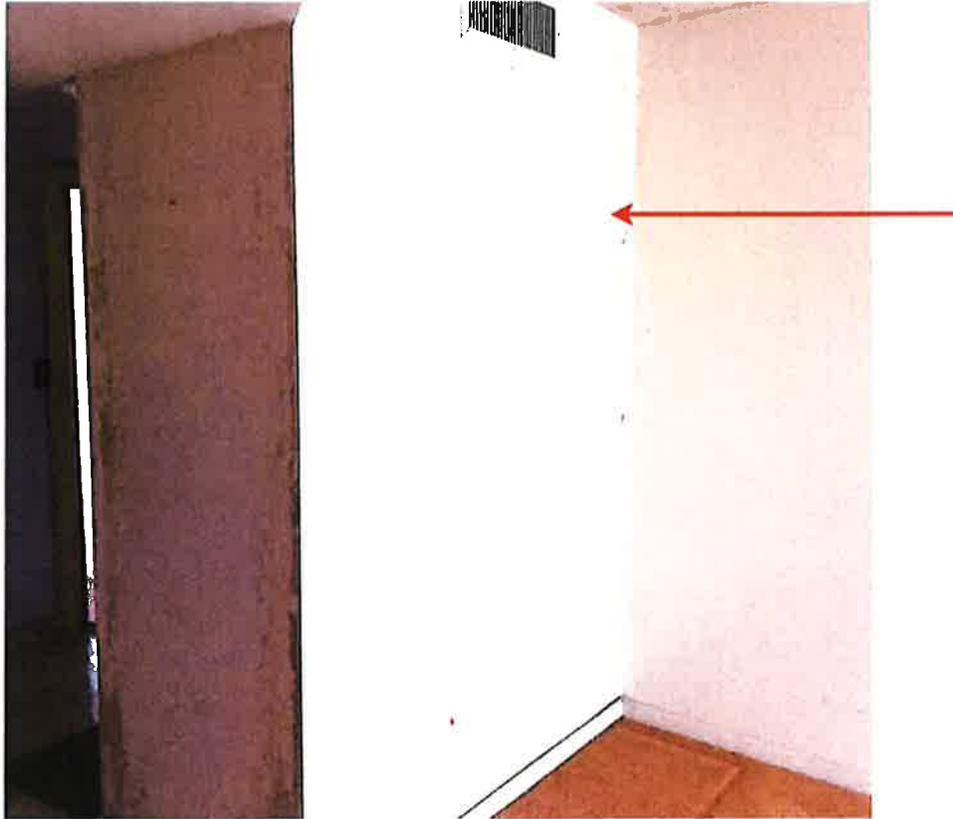
Indoors (time of inspection):
69.4 % Relative Humidity
84.0 Degrees Fahrenheit

It is important to determine if humidity is elevated in the indoor space. If indoor humidity is elevated, it should be corrected as soon as possible. It is recommended that relative humidity in the building ranges between 45-55%. If relative humidity approaches 70% then your indoor space is at high risk for mold to grow on surfaces such as cabinetry, furniture, clothing etc. Make sure your thermostat is set on "Cool and Auto".

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: integritymold@gmail.com
Web: www.integritymoldinspection.com



Observations



There was evidence of mold growth on the living room walls.

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: integritymold@gmail.com
Web: www.Integritymoldinspection.com

9



Observations



There was evidence of mold growth on the dining room walls.

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravello Lane
Palm Beach Gardens, FL 33410
E-Mail: integritymold@gmail.com
Web: www.integritymoldinspection.com

10



Observations



There was evidence of mold growth on the trim molding and doors throughout the condo.

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: integritymold@gmail.com
Web: www.integritymoldinspection.com

11



Observations



There was evidence of mold on trim throughout the home.

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: integritymold@gmail.com
Web: www.integritymoldinspection.com

12



Observations



There was evidence of mold growth on wall areas throughout the home

Observations



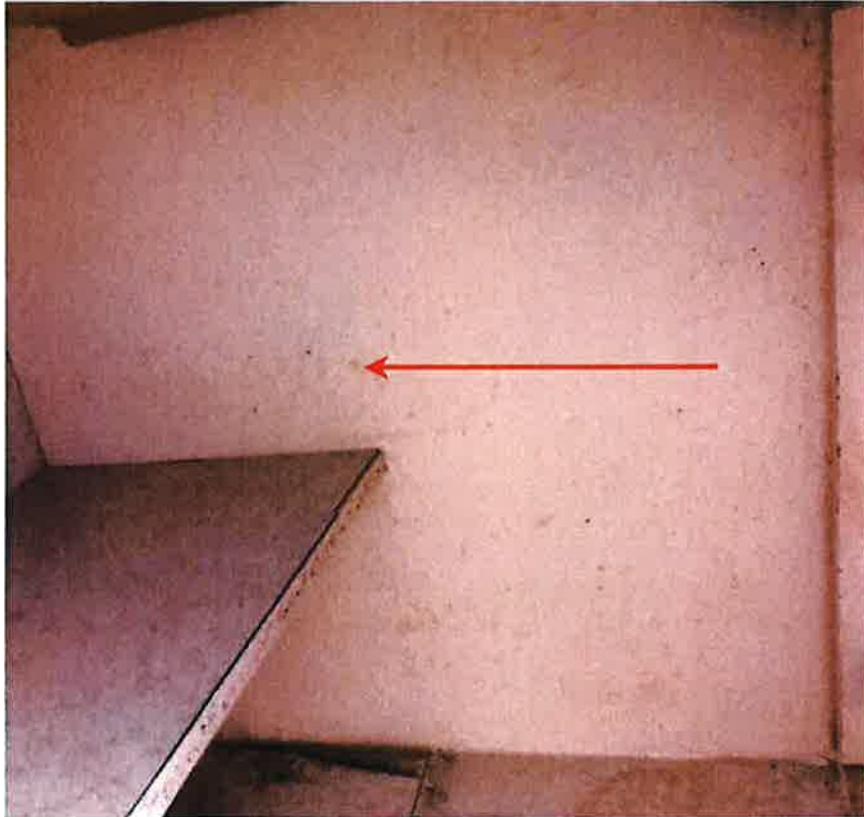
There was evidence of mold growth on kitchen cabinetry.

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: integritymold@gmail.com
Web: www.integritymoldinspection.com

14



Observations



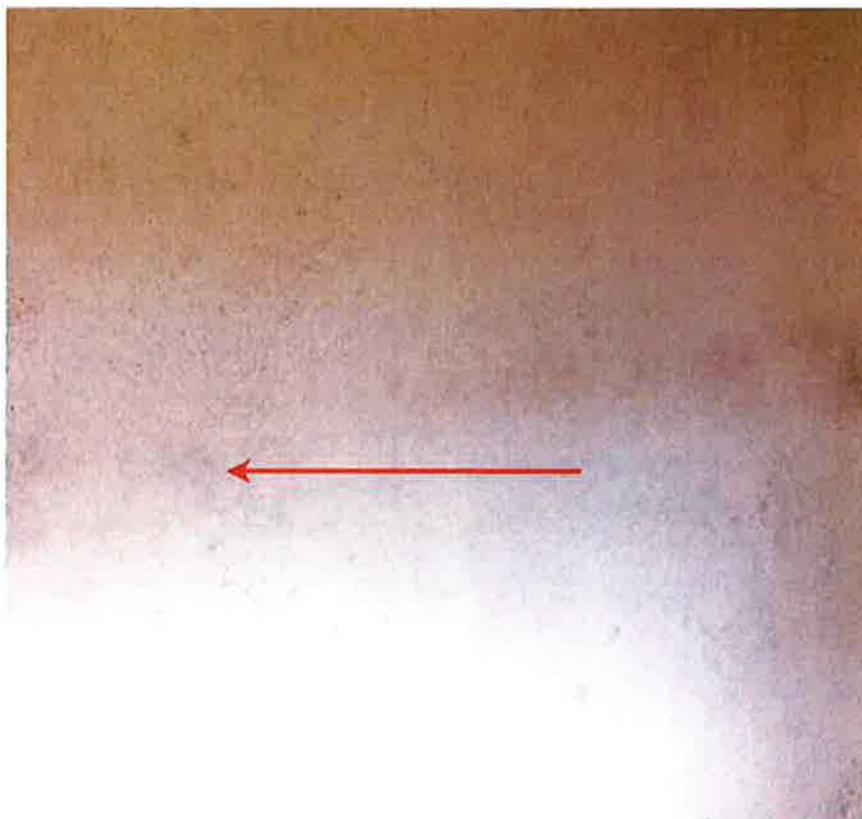
There was evidence of mold growth inside of the cabinets throughout the home.

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: integritymold@gmail.com
Web: www.integritymoldinspection.com

15



Observations



There was evidence of mold growth on most ceilings throughout the home.

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: integritymold@gmail.com
Web: www.integritymoldinspection.com

16



Observations



There was evidence of mold growth on the ceiling of the master bathroom.

Observations



There was evidence of mold growth on the door of the master bathroom.

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: integritymold@gmail.com
Web: www.integritymoldinspection.com

18



Observations



There was evidence of mold growth on the carpet.



Standard Spore List	
Alternaria	Common allergen causing hay fever or hypersensitivity reactions that sometimes lead to asthma, serious infections are rare, except in people with compromised immune systems. Normal agents from the decomposition of plants.
Arthriniium	No reported infections associated with this fungus. Normally not found indoors.
Ascospores	Very common outdoor spore, associated with rain and moisture.
Aspergillus/Penicillium-Like	Possible allergen. Common cause of respiratory irritation and infection. Found on water damaged wallpaper, carpet and organic materials.
Basidiospores	Possible allergen to sensitive individuals, no known serious health effects associated with this fungus. Mushrooms and dry rot are examples of basidiospore producing fungi.
Bipolaris/Dreschlera	Allergen that can affect nose, skin, eye and upper respiratory track. Found on grasses, grains and decaying food.
Botrytis	Potential allergen, hay fever and asthma effects. Parasite commonly found growing on indoor plants.
Chaetomium	Not well studied but possible allergen with hay fever and asthma effects. Rare cases of nail infections. Found on a variety of cellulose, paper and plant compost.
Cladosporium	Potential allergen, hay fever and asthma effects. Grows well in damp environments, on textiles and window sills.
Curvularia	Hay fever, asthma and or allergic fungal sinusitis are some of the potential allergens associated with this fungi. Possible human health risk. Has been known to cause onychomycosis, ocular keratitis, sinusitis, mycetoma, pneumonia, endocarditis, cerebral abscess, and disseminated infection. Most cases are from immunocompromised patients. Grows on various indoor building materials.
Epicoocum	Potential allergen, effects are hay fever, asthma and skin allergies. Found in soil, air and rotting vegetation.
Fusarium	Potential allergen, hay fever and asthma effects. Commonly found on fruit rot, requires very wet conditions.
Ganoderma	Commonly found in the atmosphere, grows on wood products. Possible allergen at high concentrations.
Memnoniella	Mycotoxin producing spore related to and often found in conjunction with Stachybotrys.
Nigrospora	Potential allergen, hay fever and asthma effects. Usually not found growing indoors. Found on decaying plant material and soil.
Oidium/Peronospora	Common obligate parasites on leaves, stems, flowers, and fruits of living higher plants.
Pithomyces	Possible allergen. Grows well on paper indoors given the right conditions.
Rust	Potential allergen, hay fever and asthma effects. Rarely found growing indoors.
Smut/Myxomyces/Periconia	Potential allergen, hay fever and asthma effects. Rarely found growing indoors.
Stachybotrys	Often referred to as "toxic black mold." It has the ability to produce mycotoxins which may cause a burning sensation in the mouth, throat and nasal passages. Chronic exposure has been known to cause headaches, diarrhea, memory loss and brain damage. Found growing on water damaged cellulose, paper and ceiling tiles.
Torula	Potential allergen, hay fever and asthma effects. Potential allergen, hay fever and asthma effects. Found growing on water damaged cellulose, paper, wicker, straw baskets and ceiling tiles.
Ulocladium	Grows well on cellulose containing materials like paper, straw, wallboard. Requires very wet conditions.
Unidentified Spores	N/A
Hyphal Fragments	Branched structures with cell walls. Hyphae are somewhat analogous to stems or roots in plants whereas the spores would be analogous to the seeds.
Pollen	Allergen that causes hay fever. Pollen is microscopic round or oval grains produced by plants.

AEML, Inc. assumes no liability or warranty on the use of, or interpretation of the data provided within this report. Responsibility lies solely on the client for the use and interpretation of the results provide herein. Results of the analysis cannot be interpreted without physical inspection of the area tested or without consideration for the structure's characteristics. Generally, if indoor readings are greater than 90% of outdoor readings, further investigation or testing may be warranted. More information on Indoor Air Quality and mold can be found on the EPA website "www.epa.gov/iaq/mold/moldresources.html" and the Center for Disease Control website "www.cdc.gov/mold/".

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: integritymold@gmail.com
Web: www.integritymoldinspection.com



Remediation Guidance

Important (during remediation & clearance)

Any person other than the Mold Remediator(s) or Mold Assessor(s) should not enter the containment(s) or affected room(s) in order to avoid cross contamination of mold during remediation.

Mold Remediation Definition

It is important to understand that the act of Mold Remediation is a thorough mold removal process in a building space's affected areas. Also, Mold Remediation is an intrusive investigation for visible mold, moisture damage, and building material removal (where necessary) during mold clean-up.

Methodology

Building materials may be recommended for removal if moisture readings are high for 48 hrs or more, if mold is visible, or moisture damaged building materials. Also, laboratory results that have high spore counts then more mold clean-up would be needed using special remediation equipment.

Legend

(h = height) (L=length) (w = width) (ft = feet) (in = inches) (remove = dispose unless otherwise stated)

If a building or unit is due northeast, northwest, southeast, or southwest then north or south will be chosen as a point of reference.

(Linear = approximated continuous dimensions including shapes or pockets). For example, a dimension of 2ft h x 14 linear ft. could include a closet in the path of the 14ft dimension across a wall area.

HVAC Professional

A licensed contractor specialized in Heat, Ventilation, and Air Conditioning.

Post Remediation Verification

An inspection after remediation is complete prior to rebuild in order to verify that remediation was successful. This inspection is performed by a Licensed Mold Assessor.

Air Scrubber

A piece of equipment that pulls air through a primary filter to capture large particles and then secondary HEPA Filters to capture microscopic mold spores.

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravella Lane
Palm Beach Gardens, FL 33410
E-Mail: integritymold@gmail.com
Web: www.integritymoldinspection.com



Containment

An area that is secured by plastic barriers or a plastic zipper door in order to contain air born mold in an area during mold removal.

How Does Mold Occur?

It is important to know mold spores are everywhere in nature. They are continuously floating in the air outdoors and naturally float in our homes as we enter and leave. A mold spore is similar to a plant seed except it doesn't need light or soil to grow. In order for a mold spore to germinate it needs a medium that has a food source and moisture. Moisture is the only control measure we have to combat mold. Most indoor surfaces and items in homes are a sufficient food source for mold to thrive. The only way to avoid mold issues is to control moisture intrusion. Moisture intrusion can be delivered by many methods, some are obvious such as window leaks, roof leaks and plumbing failures. The most common humidity issue in homes are that thermostats are set improperly. Your home should always be set to auto and cool—**not on and cool!!** If relative humidity reaches 70% the probability for mold to germinate and grow on indoor items and surfaces is very high. The most common indoor condensation issue is when an air supply would cool a surface where warmer air meets the same surface then causing condensation.

Inspector Background

Gary Rose, CIE

10 years experience in the field of Mold Assessment.

Council-certified Indoor Environmentalist, *Board-awarded by the American Council for Accredited Certification*

Licensed Mold Assessor, *State of Florida*

Bachelor of Science in Engineering Technology, *Lawrence Technological University (LTU)*

Master of Science in Professional and Technical Communication, *LTU*

Gary Rose, CIE
Phone# 561.401.2294
License # MRSA273
2642 Ravello Lane
Palm Beach Gardens, FL 33410
E-Mail: Integritymold@gmail.com
Web: www.integritymoldinspection.com



References

AEML INC, Microbiology Laboratories, *Standard Spore List.*

Baxter, M., Perkins, J., McGhee, C., & Seltzer, J., (2005) *A Regional Comparison of Mold Spore Concentrations Outdoors and Inside "Clean" and "Mold Contaminated" Southern California Buildings: Journal of Occupational and Environmental Hygiene, 2:8–18.*

EPA, *Building Air Quality: A Guide for Building Owners and Facility Managers* (Washington: EPA, 1991).

ASHRAE, *Standard 55 – Thermal Environmental Conditions for Human Occupancy,* (www.ashrae.org).

ASHRAE, *Standard 62 – Ventilation for Acceptable Indoor Air Quality.*

United States Environmental Protection Agency, *Mold Remediation in Schools and Commercial Buildings* (September 2008).

Standard and Reference Grade for Professional Mold Remediation, ANSI / IICRC 5520-2005, *Second Edition.*

EXHIBIT "C"

MOLD REMEDIATION AGREEMENT AND ASSOCIATED COST
(not yet completed)

"ENTRUSTED"

Client: City of Lake Park
Property: 801 Lakeshore Unit 112
West Palm Beach, FL 33403

Operator Info:
Operator: CHARLES

Estimator: Charles Otto
Position: Estimator
Company: Entrusted
Business: 945 W 15th St.
Riviera Beach, FL 33404

Business: (561) 601-3138
E-mail: charles.otto@entrusted.com

Reference:
Company: Charles Otto
Business: 945 W 15th St.
Riviera Beach, FL 33404

Business: (561) 601-3138
E-mail: charles.otto@entrusted.com

Type of Estimate:
Date Entered: 8/13/2018 Date Assigned:

Price List: FLWB7X_AUG18
Labor Efficiency: Restoration/Service/Remodel
Estimate: CITY_OF_LAKE_PARK

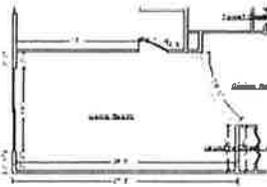
Notice; please be aware that the current estimate/invoice is completed with a full assessment at the present time to the best of our abilities. In the event of any questions about items and amounts, please submit a written notification of such inquiry, and our quality assurance team will respond as soon as possible. This estimate/invoice has been prepared by a professional with capabilities and knowledge in our industry and following every process and procedure our company has in place to date. Hence we do not assume any liability until project has been completed.

CITY_OF_LAKE_PARK

Generals

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	404.00	0.00	404.00
2. Equipment decontamination charge - per piece of equipment	10.00 EA	0.00	33.71	337.10
3. Add for personal protective equipment (hazardous cleanup)	8.00 EA	0.00	8.24	65.92
4. Water Extraction & Remediation Technician - per hour	24.00 HR	0.00	59.27	1,422.48
Above item is for 2 technicians for 12 hours each. This time was used to sand and scrape any wall cavities or studs.				
5. Add for HEPA filter (for neg. air machine/vacuum - Large)	6.00 EA	0.00	242.16	1,452.96
6. Equipment setup, take down, and monitoring (hourly charge)	2.00 HR	0.00	59.27	118.54
7. Plastic bag - for hazardous material cleanup - Large	30.00 EA	0.00	3.68	110.40
Totals: Generals				3,911.40

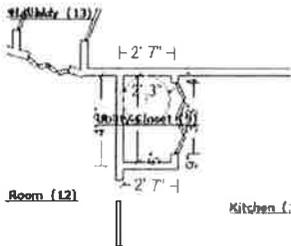
Main Level



Living Room

Height: 8'

552.67 SF Walls	354.87 SF Ceiling
907.54 SF Walls & Ceiling	354.87 SF Floor
39.43 SY Flooring	69.08 LF Floor Perimeter
79.10 LF Ceil. Perimeter	

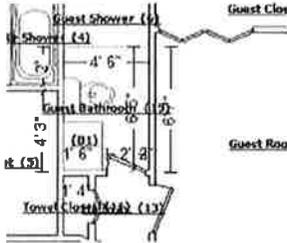


Subroom: Utility Closet (9)

Height: 7'

87.27 SF Walls	8.96 SF Ceiling
96.24 SF Walls & Ceiling	8.96 SF Floor
1.00 SY Flooring	12.47 LF Floor Perimeter
12.47 LF Ceil. Perimeter	

CONTINUED - Living Room



Missing Wall

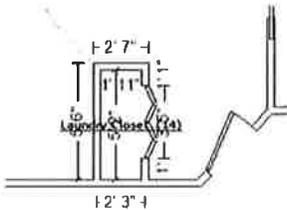
Subroom: Guest Bathroom (15)

Height: 7'

294.52 SF Walls	147.54 SF Ceiling
150.21 SF Walls & Ceiling	28.88 SF Floor
3.21 SY Flooring	17.33 LF Floor Perimeter
17.33 LF Ceil. Perimeter	

4' 6" X 7'

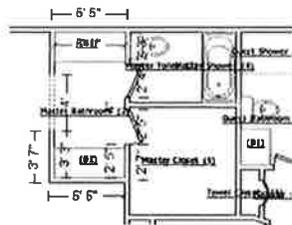
Opens into GUEST_SHOWER



Subroom: Laundry Closet (14)

Height: 7'

294.52 SF Walls	147.54 SF Ceiling
109.07 SF Walls & Ceiling	9.90 SF Floor
1.10 SY Flooring	14.17 LF Floor Perimeter
14.17 LF Ceil. Perimeter	



Missing Wall - Goes to Floor

Subroom: Master Bathroom (2)

Height: 7'

187.77 SF Walls	52.02 SF Ceiling
239.79 SF Walls & Ceiling	52.02 SF Floor
5.78 SY Flooring	26.63 LF Floor Perimeter
30.63 LF Ceil. Perimeter	

4' X 6' 8"

Opens into MASTER_BEDRO

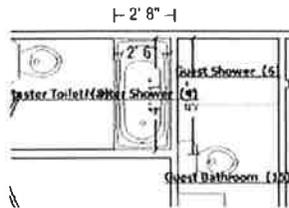


Subroom: Kitchen (10)

Height: 7'

294.52 SF Walls	147.54 SF Ceiling
451.04 SF Walls & Ceiling	124.60 SF Floor
13.84 SY Flooring	46.63 LF Floor Perimeter
46.63 LF Ceil. Perimeter	

CONTINUED - Living Room



Missing Wall

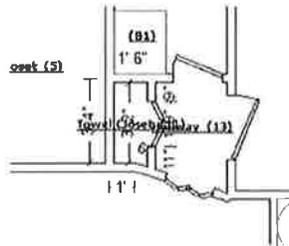
Subroom: Master Shower (4)

Height: 7'

69.42 SF Walls	12.29 SF Ceiling
81.71 SF Walls & Ceiling	12.29 SF Floor
1.37 SY Flooring	9.92 LF Floor Perimeter
9.92 LF Ceil. Perimeter	

4' 11" X 7'

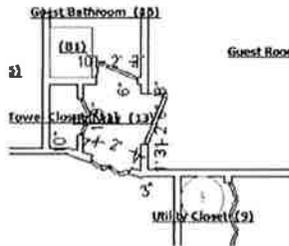
Opens into MASTER_TOILE



Subroom: Towel Closet (11)

Height: 7'

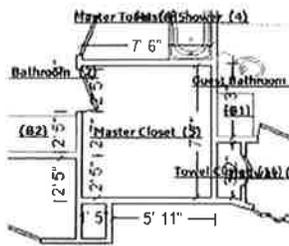
294.52 SF Walls	147.54 SF Ceiling
68.24 SF Walls & Ceiling	4.24 SF Floor
0.47 SY Flooring	9.14 LF Floor Perimeter
9.14 LF Ceil. Perimeter	



Subroom: Hallway (13)

Height: 7'

294.52 SF Walls	147.54 SF Ceiling
105.60 SF Walls & Ceiling	10.94 SF Floor
1.22 SY Flooring	13.52 LF Floor Perimeter
13.52 LF Ceil. Perimeter	

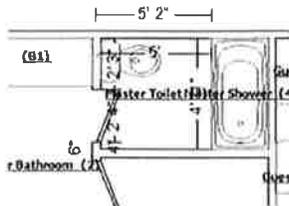


Subroom: Master Closet (5)

Height: 8'

241.07 SF Walls	56.75 SF Ceiling
297.83 SF Walls & Ceiling	56.75 SF Floor
6.31 SY Flooring	30.13 LF Floor Perimeter
30.13 LF Ceil. Perimeter	

CONTINUED - Living Room



Missing Wall

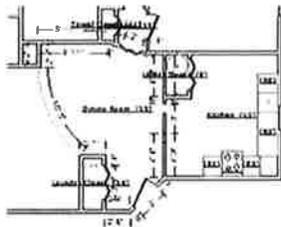
Subroom: Master Toilet (3)

Height: 7'

104.42 SF Walls	24.58 SF Ceiling
129.00 SF Walls & Ceiling	24.58 SF Floor
2.73 SY Flooring	14.92 LF Floor Perimeter
14.92 LF Ceil. Perimeter	

4' 11" X 7'

Opens into MASTER_SHOWE



Missing Wall

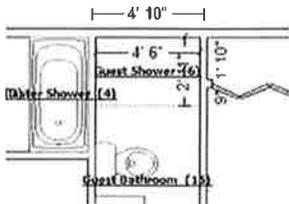
Subroom: Dining Room (12)

Height: 7'

294.52 SF Walls	147.54 SF Ceiling
442.05 SF Walls & Ceiling	147.54 SF Floor
16.39 SY Flooring	42.07 LF Floor Perimeter
52.10 LF Ceil. Perimeter	

9' 8 5/8" X 7'

Opens into LIVING_ROOM



Missing Wall

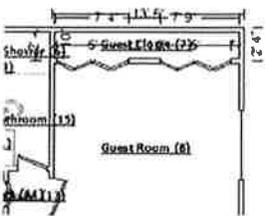
Subroom: Guest Shower (6)

Height: 7'

72.33 SF Walls	13.13 SF Ceiling
85.46 SF Walls & Ceiling	13.13 SF Floor
1.46 SY Flooring	10.33 LF Floor Perimeter
10.33 LF Ceil. Perimeter	

4' 6" X 7'

Opens into GUEST_BATHRO

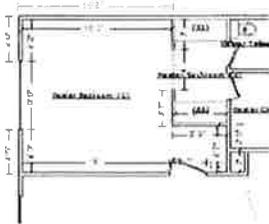


Subroom: Guest Closet (7)

Height: 8'

236.00 SF Walls	23.68 SF Ceiling
259.68 SF Walls & Ceiling	23.68 SF Floor
2.63 SY Flooring	29.50 LF Floor Perimeter
29.50 LF Ceil. Perimeter	

CONTINUED - Living Room



Subroom: Master Bedroom (1)

Height: 8'

545.07 SF Walls	254.61 SF Ceiling
799.68 SF Walls & Ceiling	254.61 SF Floor
28.29 SY Flooring	67.47 LF Floor Perimeter
71.47 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

4' X 6' 8"

Opens into MASTER_BATHR



Subroom: Guest Room (8)

Height: 8'

394.67 SF Walls	151.77 SF Ceiling
546.44 SF Walls & Ceiling	151.77 SF Floor
16.86 SY Flooring	49.33 LF Floor Perimeter
49.33 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
8. Remove Carpet	1,040.00 SF	0.30	0.00	312.00
9. Remove Cabinetry - lower (base) units	22.00 LF	10.27	0.00	225.94
10. Remove Cabinetry - upper (wall) units	10.00 LF	8.12	0.00	81.20
11. Remove Countertop - flat laid plastic laminate	22.00 LF	4.82	0.00	106.04
12. Remove Tear off painted acoustic ceiling (popcorn) texture	733.00 SF	0.99	0.00	725.67
13. Remove 5/8" drywall - hung, taped, floated, ready for paint	310.00 SF	0.45	0.00	139.50
14. Remove Interior door unit	5.00 EA	20.26	0.00	101.30
15. Remove Bifold door set - Colonist - Double	5.00 EA	16.21	0.00	81.05
16. Remove Bifold door - Colonist - Single	1.00 EA	13.51	0.00	13.51
17. Acoustic Ceiling - Labor Minimum	1.00 EA	0.00	286.24	286.24
18. Remove 1/2" drywall	3,490.80 SF	0.43	0.00	1,501.04
19. Remove Ceramic/porcelain tile	150.00 SF	1.95	0.00	292.50
20. Remove Shower door - Standard grade	1.00 EA	19.83	0.00	19.83
21. HEPA Vacuuming - Detailed - (PER SF)	6,048.32 SF	0.00	0.68	4,112.86
22. Apply plant-based anti-microbial agent	6,048.32 SF	0.00	0.27	1,633.05
23. Dehumidifier (per 24 hour period) - XLarge - No monitoring	20.00 EA	0.00	110.00	2,200.00

CONTINUED - Living Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Above Item is for 4 dehus for 5 days, the dehu is necessary to keep moisture levels down				
24. Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.	30.00 DA	0.00	140.00	4,200.00
Above item is for 6 air scrubbers for 5 days each. 1 air scrubber inside containment and 1 air scrubber outside containment				
25. Insulation - Labor Minimum	1.00 EA	0.00	102.11	102.11
Above item to remove any affected insulation				
NOTE: this estimate does not include the following: removal of the ducts, cleaning the AC handler, plumbing, mold post test. Those will all be items the owner will have to contract directly with the AC, plumbing, and mold testing companies.				
Totals: Living Room				16,133.84
Total: Main Level				16,133.84
Line Item Totals: CITY_OF_LAKE_PARK				20,045.24

Grand Total Areas:

3,490.80 SF Walls	1,278.76 SF Ceiling	4,769.56 SF Walls and Ceiling
1,278.76 SF Floor	142.08 SY Flooring	462.66 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	490.70 LF Ceil. Perimeter
1,278.76 Floor Area	1,385.30 Total Area	3,490.80 Interior Wall Area
1,385.63 Exterior Wall Area	159.97 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Summary

Line Item Total			20,045.24
Material Sales Tax	@	7.000%	128.19
Replacement Cost Value			\$20,173.43
Net Claim			\$20,173.43

Charles Otto
Estimator

Recap by Room

Estimate: CITY_OF_LAKE_PARK		
Generals	3,911.40	19.51%
Area: Main Level		
Living Room	16,133.84	80.49%
<hr/>		
Area Subtotal: Main Level	16,133.84	80.49%
<hr/>		
Subtotal of Areas	20,045.24	100.00%
<hr/>		
Total	20,045.24	100.00%

Recap by Category

Items		Total	%
ACOUSTICAL TREATMENTS		286.24	1.42%
GENERAL DEMOLITION		4,003.58	19.85%
INSULATION		102.11	0.51%
WATER EXTRACTION & REMEDIATION		15,653.31	77.59%
Subtotal		20,045.24	99.36%
Material Sales Tax	@ 7.000%	128.19	0.64%
Total		20,173.43	100.00%

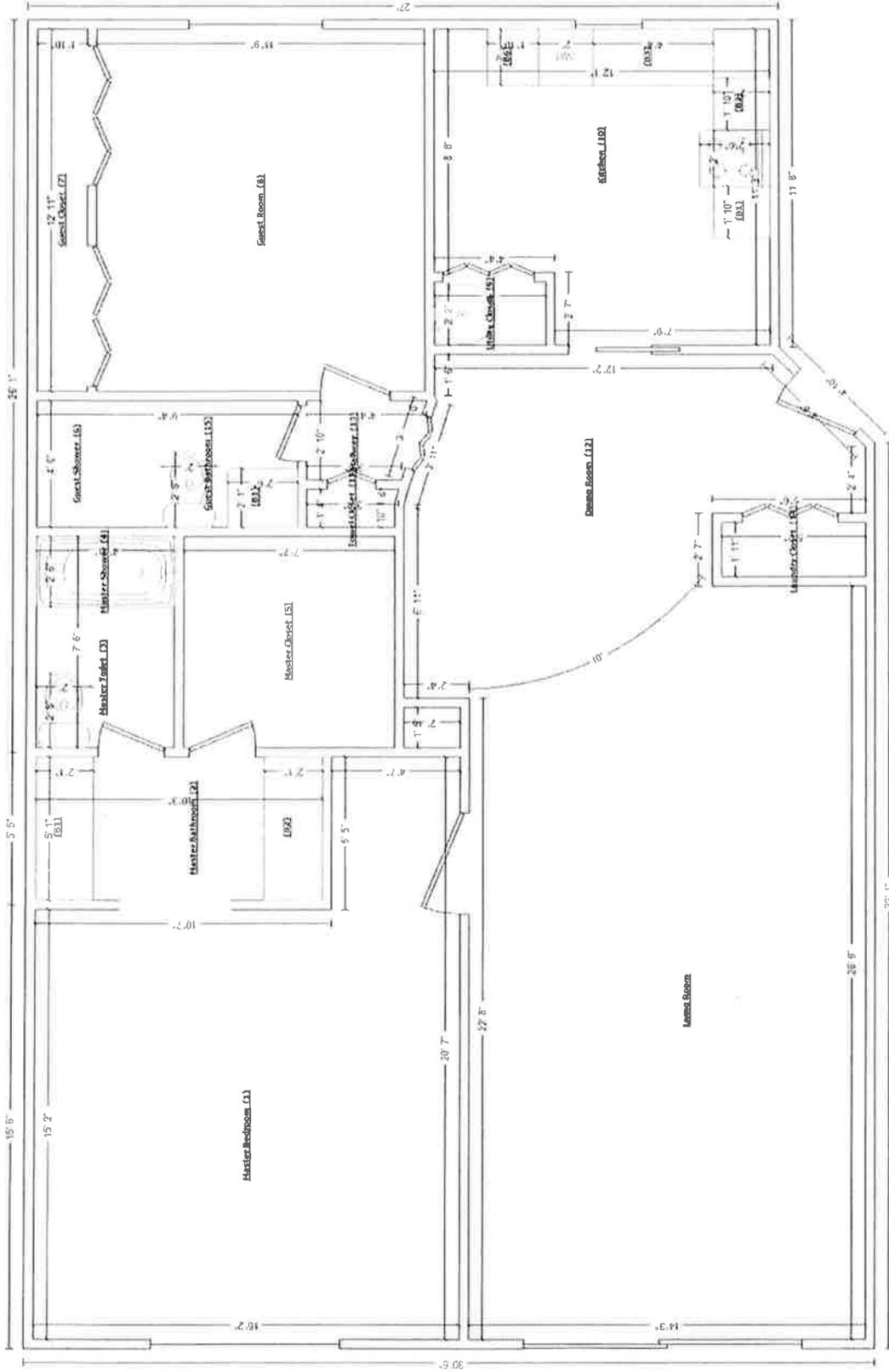


Exhibit "C"

HACK A THON.

John

DEVELOP SOMETHING INTERACTIVE TO GET
NEW PEOPLE TO DISCOVER
ALL THAT LAKE PARK HAS
TO OFFER -

- BUSINESS.
- COMMUNITY.
- MARINA.
- HOUSING.
- DEVELOPMENT.
- PARROTS ON PARK.

ETC.

John
Brockman

If you had to give your challenge a name, what would it be?

Communication Strangulation

- **Describe the current situation and challenge?**

While the Town has a web site, newsletter, e-mail, and a TV community channel, way too many residents are still unaware of what is going on in their own town, and misinformed. How is information disseminated? and How are events promoted? are some of the questions. If you are going to inform the residents by email, which is how most communicate now, you need their email addresses. One challenge is how do we get their email addresses. What would be an incentive for residents to send in their email address to the Town?

Currently, residents have to go to the Town Website to see what is going on and get information. Unfortunately, it is not all inclusive. It does not cover many smaller local events that could be of interest if more people knew about them. There are exciting activities/events going on in Lake Park just about every week. Unless you follow individual Facebook or Nextdoor pages you would not know about them. When you have a Town of 8,500 residents and only 2 or 4 show up for a scheduled Commissioners meeting or when the Town Library has a guest speaker, something is missing. Simply put, you don't know what you don't know. When you interact with some of the residents at a later date and ask why they did not come to an event, they simply say they did not know about it. Of course there are a few events that are the exception, such as, the Sunset Celebration, Holiday Tree Lighting, Veterans Day Car Show, and the Back to School event. These events are well attended because they are promoted to persons outside of Lake Park, or 'freebies' are involved.

Facebook and Nextdoor have been a great help. Just like the local news paper was back in the day, we need something to be just as effective. Now, that is Social Media. We are already in the process of becoming a high tech community with plans for a 'Smart City', that is a great starting point.

Visualize a communication tool like the next 'level' of an app if you would. Click on it and it is fully interactive with little to no human interaction needed. Everything about Lake Park at your fingertips. Pops up on your phone the minute you're within a mile of Lake Park. Input for updating events and notices has to be extremely simplistic.

- **Why is this challenge important to you?**

People would want to be part of 'winning' popular community, therefore, they would want to move here, buy here, build here, open a business here, along with starting or raising a family here. It improves the quality of life for ALL in Lake Park, and is part of a bigger picture.

- **What key areas of the Town, Community, or business does it affect, who will be involved?**

It would start with the Town Manager, along with each Department. Of course it would include the Mayor and Commissioners. As many residents as possible, this would be a major part of the solution. Just about every business directly, or indirectly, would be affected.

- **Who is the target audience and why is this challenge important to them?**

Both the Town and all the residents so they could have a more interactive dialog. Communication is a critical part of the growth strategy for the Town. With support on both sides, things will happen faster and more efficiently.

- **How do you believe the innovation Hack-a-thon can help jumpstart the solution?**

A fresh perspective with no preconceived notions or influence by others.

- **What data, measurements, or Key Performance Indicators (KPI) helped to identify this challenge?**

Lack of community involvement/participation, specifically low to no attendance at regularly scheduled meetings. Residents lack of knowledge/complaints about a regulation or ordinance once it is modified or passed.

- **What is the likely upside of truly solving this challenge?**

Millennials are growing older, with Generation Z being the next generational demographic group that has to be under consideration. By 2020 Gen Z will make up over 40% of consumers. Being ahead of the curve with technology that they use like Instagram and videos, along with creating a 'smart city' with unique open lines of communications is paramount. Having an actively involved community will allow residents to share their pride with others. Lake Park has a large number of rental homes, this could easily be the turning point for them to purchase a home. As people purchase homes and open businesses this brings in additional tax revenue, allowing the Town possibly reducing the tax rate or investing back into the community.

- **What would happen if we did nothing?**

Lake Park will *exist*; not grow or flourish. Doing nothing will perpetuate Lake Parks less than stellar reputation. People's perception of Lake Park will be based on what they hear on the evening news. A continuation of low resident attendance at meetings. No incentives in place to purchase a home or open a business in Lake Park. Hence, our tax base would not grow, preventing the Town's expansion and possibility of bringing more programs and events to Lake Park.

- **If only one thing could improve because of solving this challenge, what would it be?**

Getting out the correct statistics and information about Lake Park, and improving it's reputation.

- **What does success look like? Imagine that its couple of weeks after this challenge is solved, it's out there and it's perfect. What will we be high fiving about?**

Because there are likely many more vacant storefronts/commercial spaces than residential homes, creating incentives would allow more businesses to open quickly bringing visitors in to spend money in our community. Generation Z has entrepreneurial interest; promote to them.

- **Any additional comments?**

This is a huge opportunity for making a positive change. Combine this initiative with other things starting to take place in Lake Park, like, more businesses moving in, the low cost of housing, new construction, high speed internet in the business district, add to that high tech crime prevention, this project could be phenomenal.

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2019 **Agenda Item No.** Tab 7

Agenda Title: Traffic Calming Workshop minutes of January 19, 2019

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

Approved by Town Manager *[Signature]* **Date:** 1-22-19

Shaquita Edwards, Deputy Town Clerk

 Name/Title

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

Summary Explanation/Background:

Recommended Motion: To approve the Traffic Calming Workshop minutes of January 19, 2019.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Commission Workshop

Saturday, January 19, 2019, 10:00 a.m.
Lake Park Town Hall Commission Chamber
535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Anne Lynch	—	Commissioner
Roger Michaud	—	Commissioner
.....		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	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. **DISCUSSION ITEMS:**
Traffic Calming Workshop for Northern Drive

C. **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.

D. **ADJOURNMENT:**

Next Scheduled Regular Commission Meeting will be held on Wednesday, February 6, 2019



Minutes
Town of Lake Park, Florida
Traffic Calming Workshop
Saturday, January 19, 2019, 10:00 AM
Town Commission Chamber, 535 Park Avenue

A Traffic Calming Workshop was held for the purpose of discussing Traffic Calming on Northern Drive on Saturday, January 19, 2019 at 10:00 a.m. Public Works Director Richard Scherle welcomed everyone to Town Hall and thanked them for attending the Workshop. Mr. Bryan Kelley of Simmons and White gave a presentation (see Exhibit "A"). Three (3) traffic-calming concepts were presented and discussed. After a lengthy discussion the recommendation to move forward with concept-one (see slide 19 of Exhibit "A") was made.

Mayor O'Rourke and Town Manager D'Agostino thanked everyone for attending.

ADJOURNMENT

There being no further business to discuss the workshop adjourned at 11:15 a.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2019

Northern Drive Traffic Calming

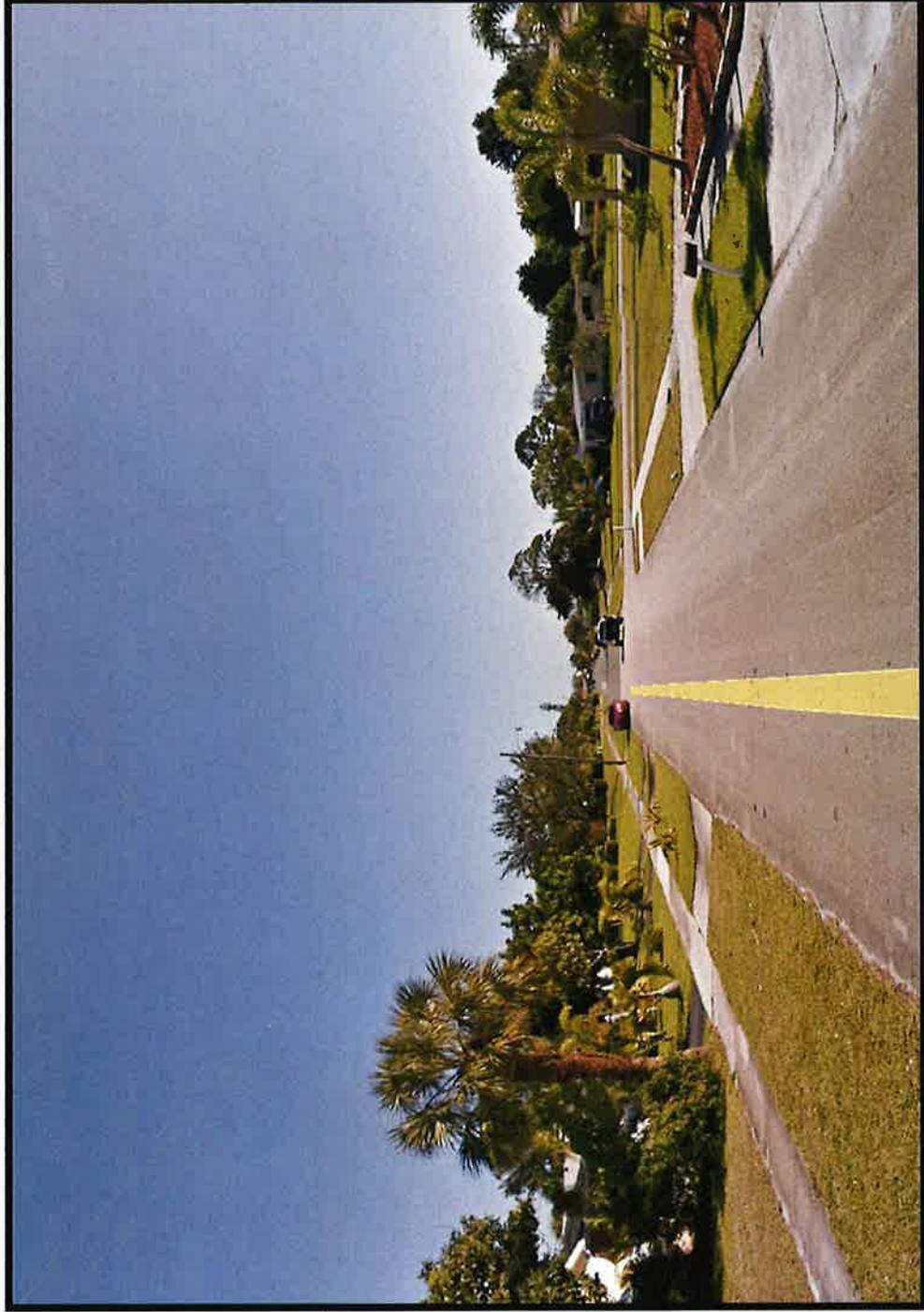


Exhibit "A"



What is Traffic Calming?

ITE definition: “Traffic calming is the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users”

Traffic Calming Benefits

When installed correctly:

- 1. Reduce speeding**
- 2. Reduce cut-through traffic**
- 3. More consistent vehicle speeds**
- 4. Improve safety and quality of life**



Radar Speed Control

Traffic Calming Negatives

1. Potentially slows down emergency response
2. Potential diversion of traffic to other roads
3. Cost
4. Maintenance
5. Noise
6. Discomfort for drivers crossing them



Speed Table

Speed Humps

- ✓ Speed Humps (12-14 feet) most common
- ✓ 3-3.5 inches high
- ✓ Spaced 260 – 500 feet
- ✓ Can reduce speed by 7-8 mph
- ✓ \$5,000-\$10,000 per speed hump



Speed Tables

- ✓ Speed Tables (22 feet)
- ✓ 3-3.5 inches high
- ✓ Spaced 260 – 500 feet
- ✓ Can reduce speed by 7-8 mph
- ✓ \$5,000-\$10,000 per speed table



Other Traffic Calming Devices

Horizontal Deflection

- ✓ Chicanes
- ✓ Roundabouts
- ✓ Road Chokers
- ✓ Road Narrowing

Vertical Deflection

- ✓ Raised Intersections
- ✓ Speed Cushions
- ✓ Speed Lumps
- ✓ Raised Crosswalk

Other Traffic Calming Devices

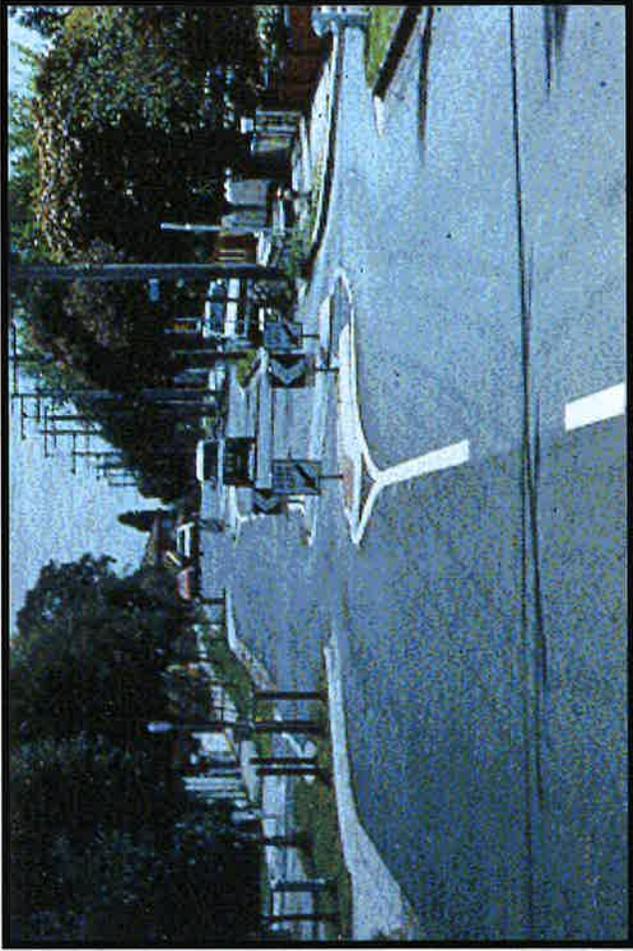
- ✓ Radar Speed Control
- ✓ Partial Road Closure
- ✓ Full Road Closure
- ✓ Complete Streets
- ✓ Combinations



Combination

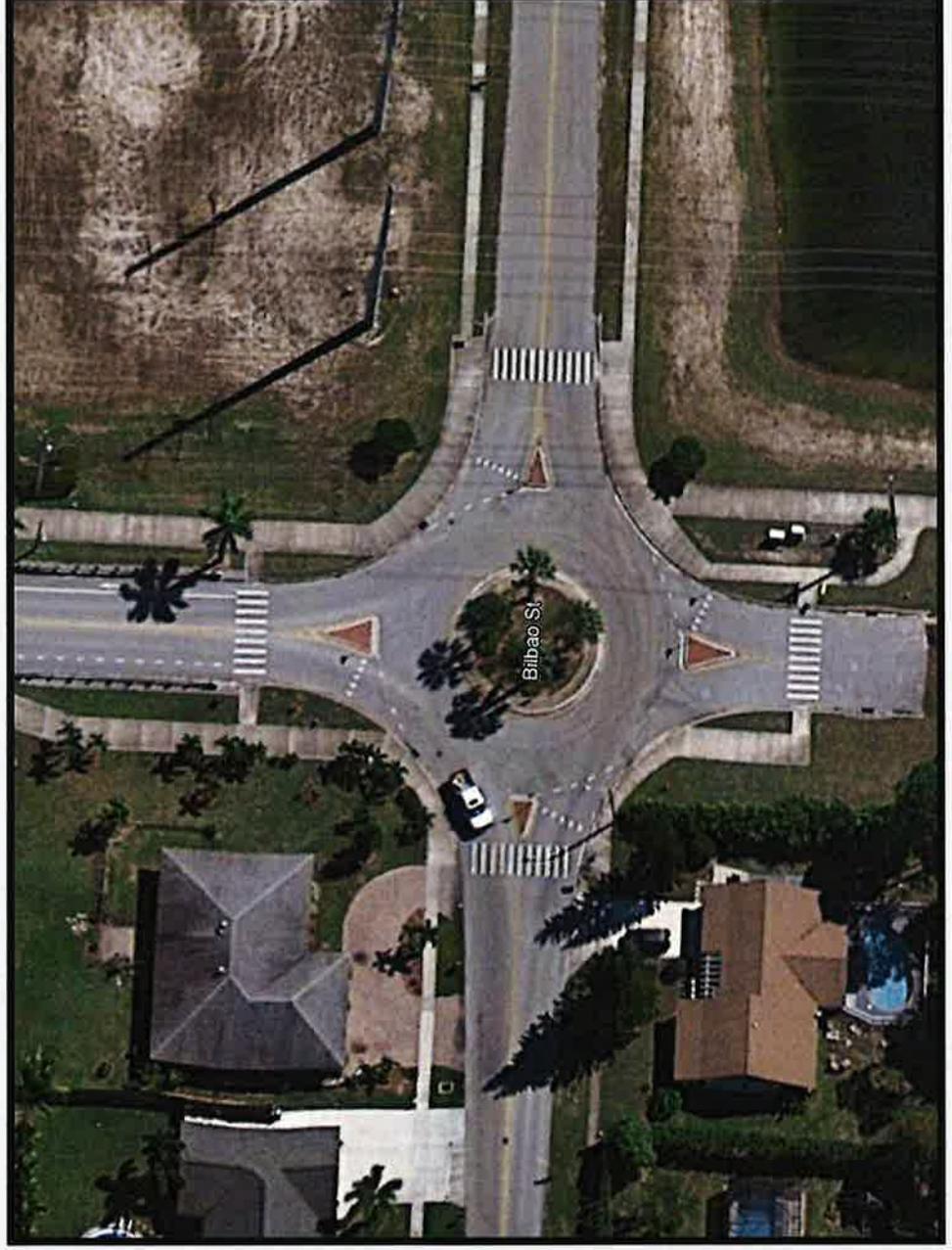
Chicane

\$10,000-\$25,000 each



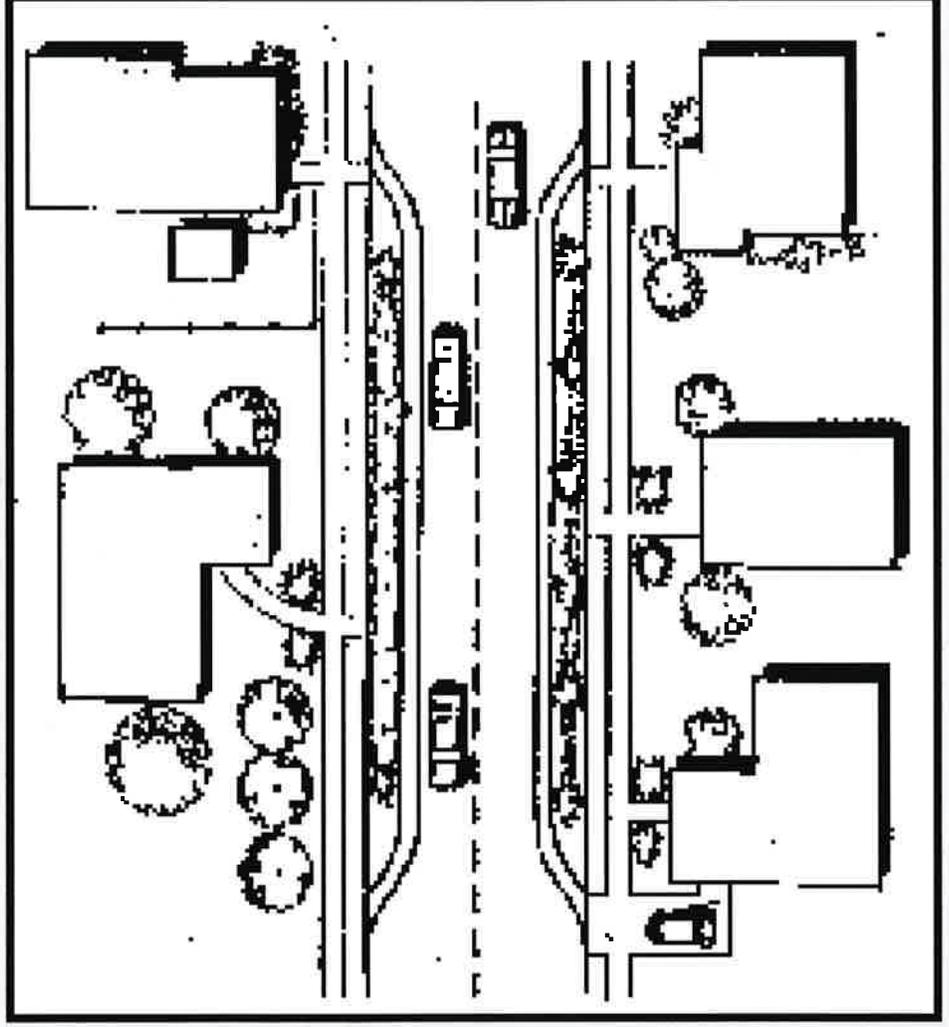
Roundabout

\$30,000-\$100,000 each



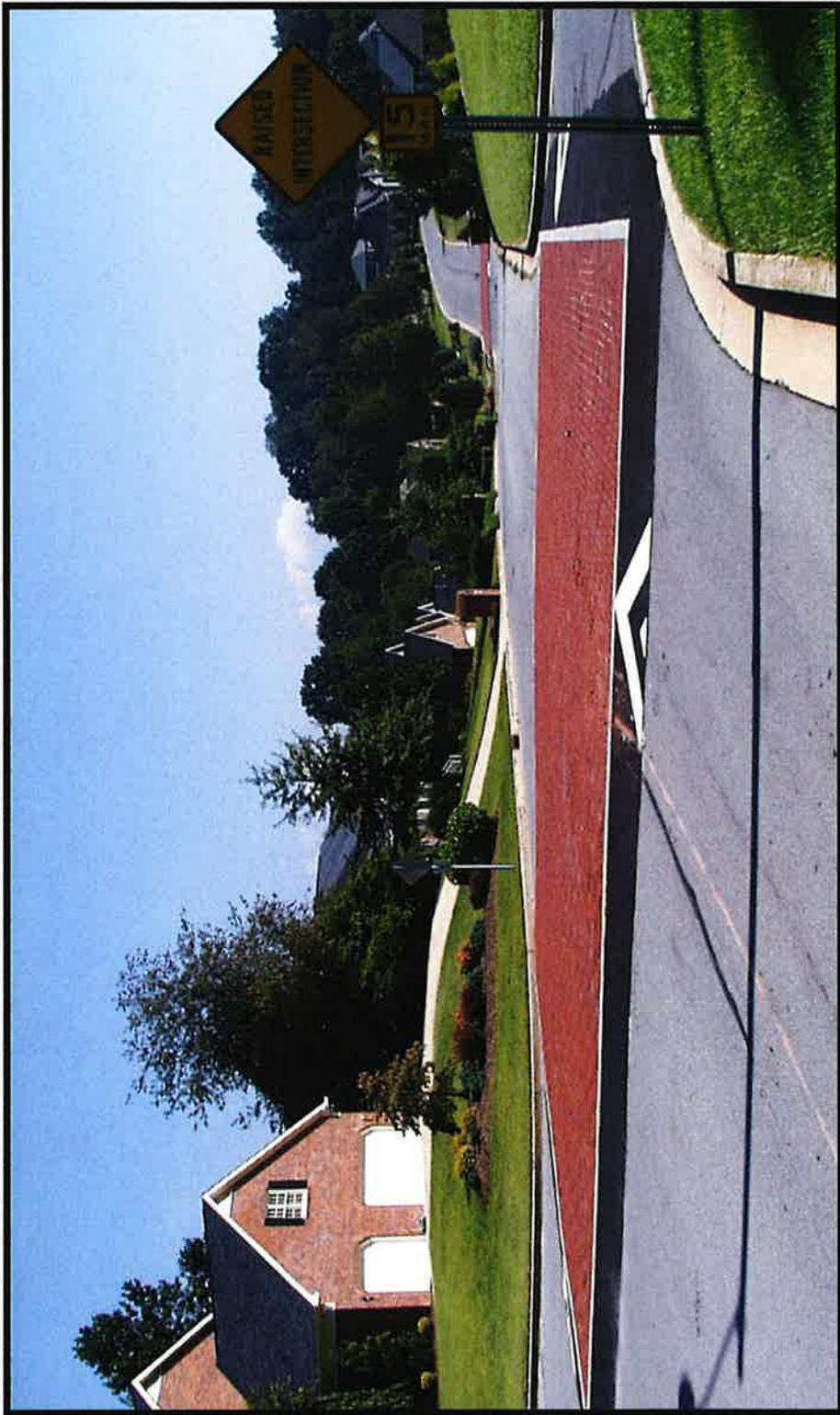
Road Chokers/Narrowing

\$10,000-\$25,000 each



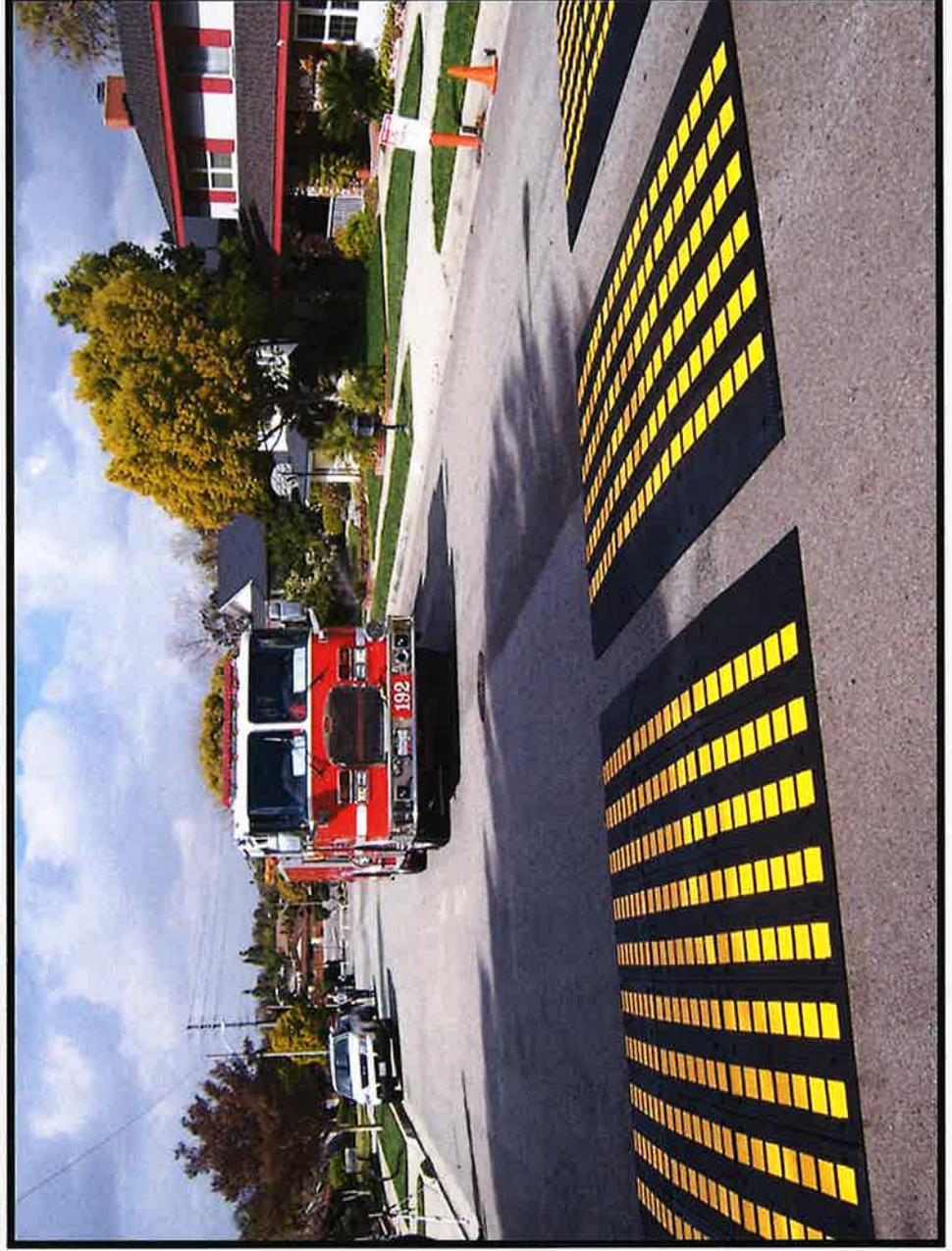
Raised Intersections

\$20,000-\$40,000 each



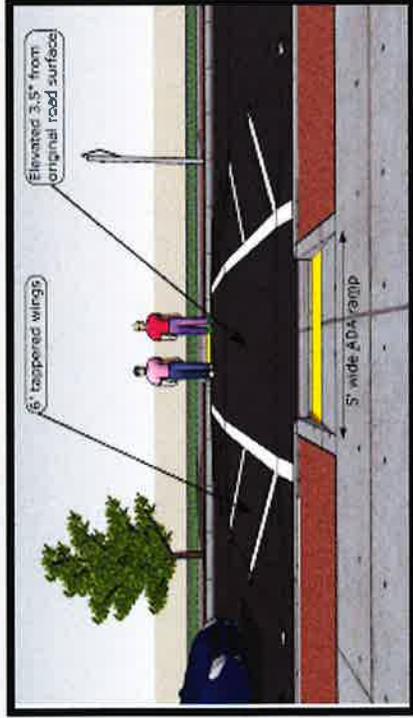
Speed Cushion

\$5,000-\$10,000 each



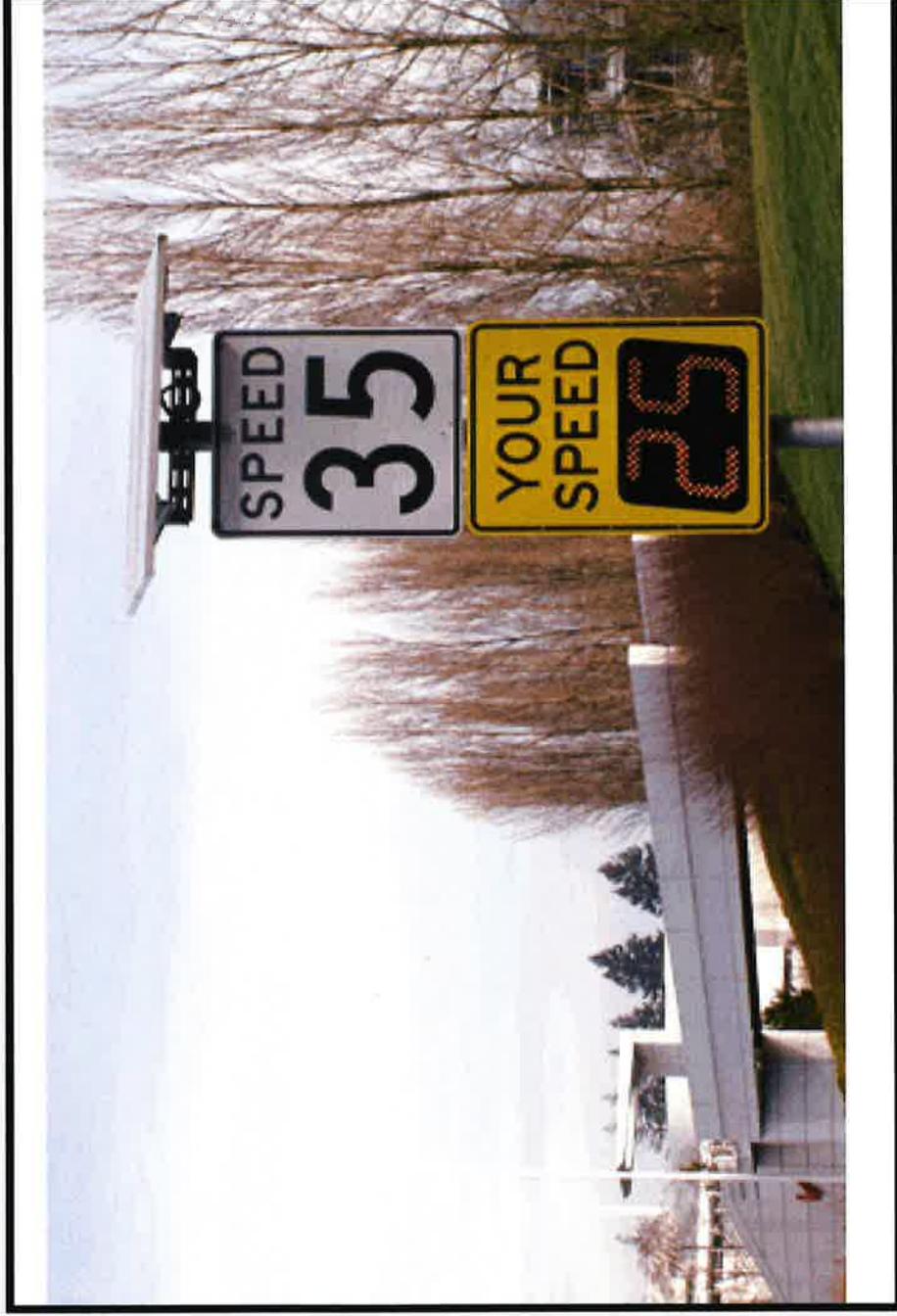
Raised Crosswalk

\$5,000-\$10,000 each



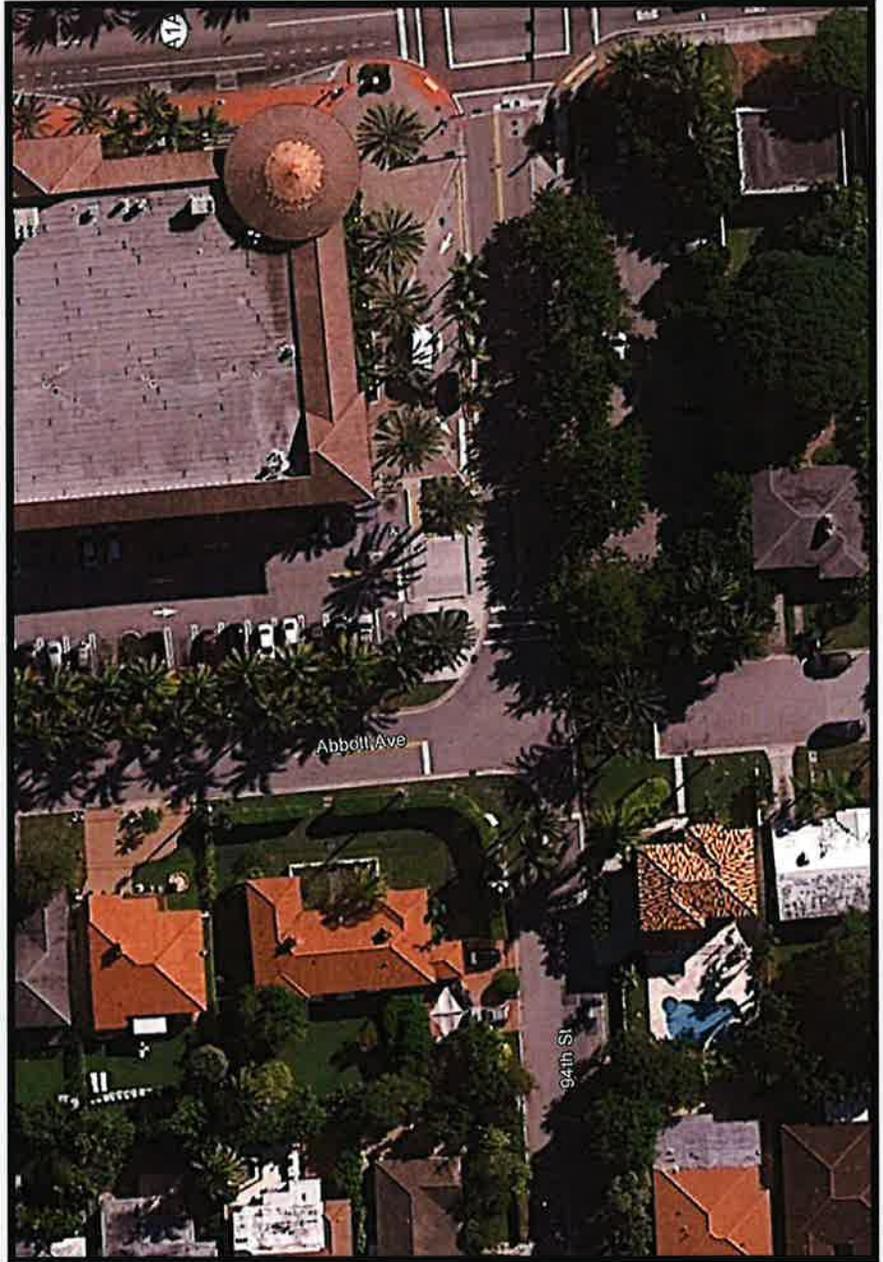
Radar Speed Signs

\$5,000-\$10,000 each



Road Closure

\$10,000-\$25,000 each



Complete Streets

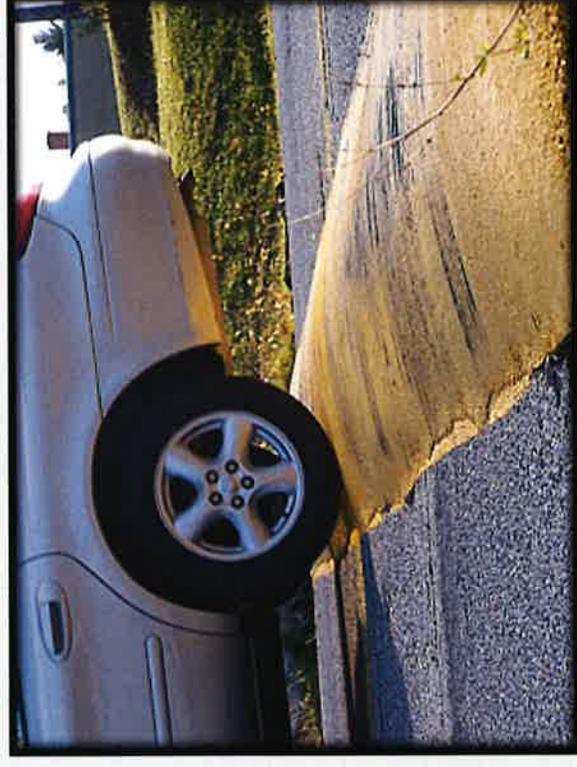


Ineffective Traffic Calming

Unwarranted All-Way Stops



Speed Bumps





Northern Drive

- **1900 feet in length**
- **29-30 feet in width**
- **1000+ daily vehicle trips**
- **Posted speed limit 30 mph**
- **Existing temporary chicanes have reduced speeds by 6-7 mph**



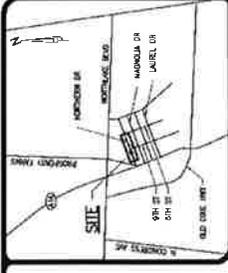
Concept 1 – Speed Tables

Pros

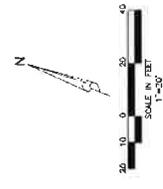
1. **Effective in reducing vehicle speed.**
2. **Minimal impact to on-street parking.**
3. **Relatively low cost.**
4. **Speed tables “smoother” than speed humps to provide less discomfort to drivers.**

Cons

1. **Potentially slow down emergency rescue vehicles.**
2. **Can be noisy.**
3. **Not aesthetically pleasing.**
4. **Discomfort for drivers.**



LOCATION MAP
NOT TO SCALE

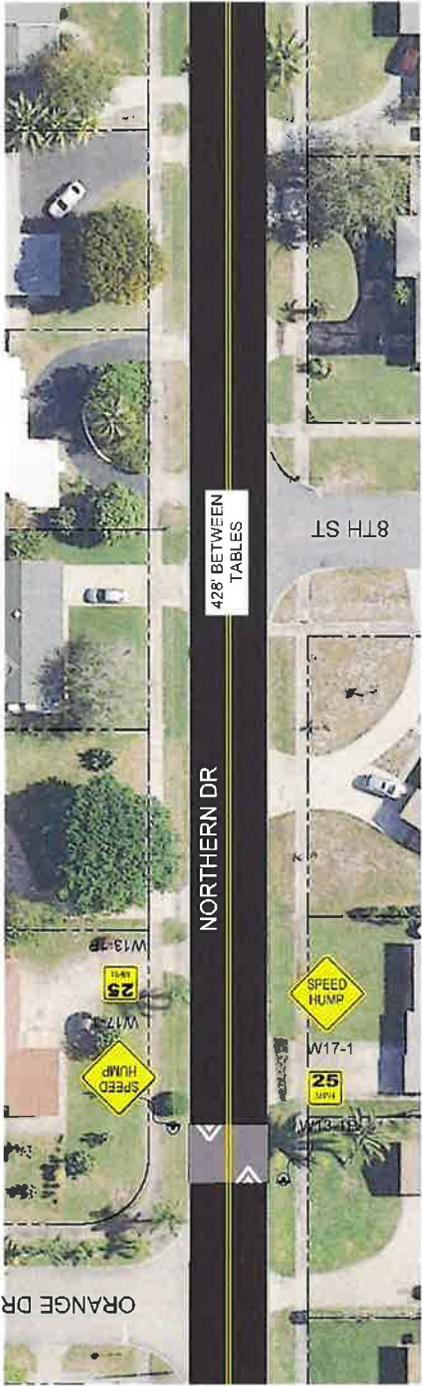


PROS:

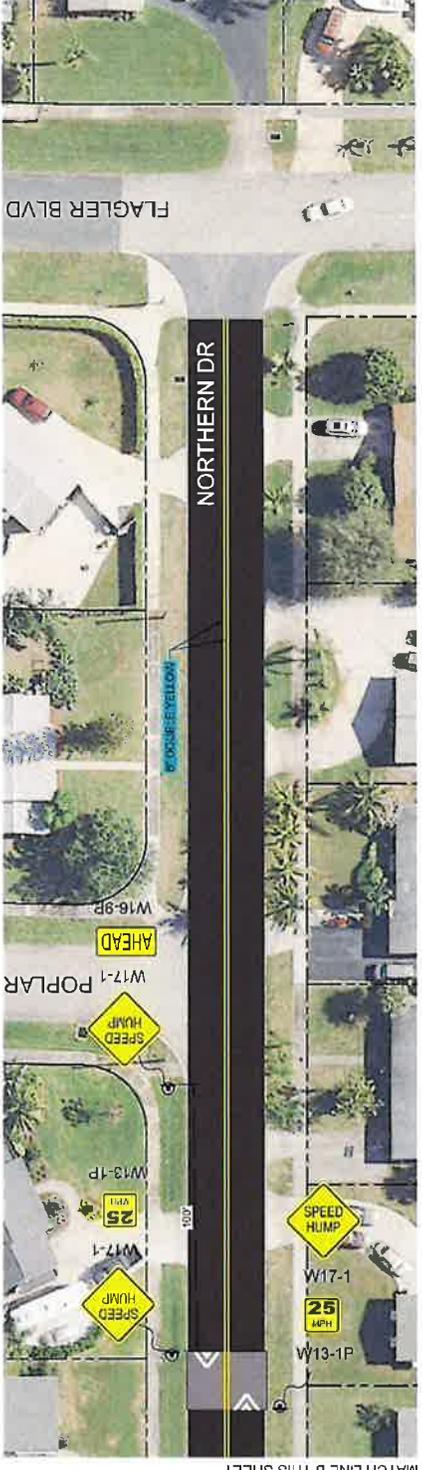
- 1) EFFECTIVE IN REDUCING VEHICLE SPEED
- 2) MINIMAL IMPACT TO ON-STREET PARKING
- 3) RELATIVELY LOW COST
- 4) PROPOSED SPEED TABLES "SMOOTHER" THAN SPEED HUMPS TO PROVIDE LESS DISCOMFORT TO DRIVERS

CONS:

- 1) POTENTIALLY SLOW DOWN EMERGENCY RESCUE VEHICLES
- 2) CAN BE NOISY
- 3) NOT AS THEORETICALLY PLEASING
- 4) DISCOMFORT FOR DRIVERS



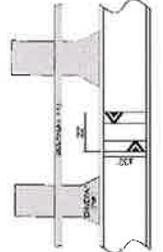
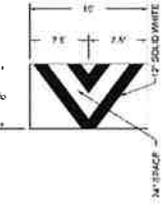
MATCH LINE B THIS SHEET



MATCH LINE B THIS SHEET



NORTHERN DRIVE CONCEPT 1
SPEED TABLES
(3.5" HEIGHT)



45 INCHES BEFORE LANDING
 25 MPH
 5.07' 4.12' 4.77'
 45 INCHES BEFORE LANDING
 25 MPH

NORTHERN DRIVE TRAFFIC CALMING SECTION 20, TOWNSHIP 42S, RANGE 43E TOWN OF LAKE PARK, FLORIDA CONCEPTUAL EXHIBITS		DATE	SHEET
DESIGNED BY	DRAWN BY	APPROVED BY	DATE
CHECKED BY	DATE	PROJECT NO.	DATE
PROJECT NO.	DATE	PROJECT NO.	DATE
PROJECT NO.	DATE	PROJECT NO.	DATE



Concept 2 – Complete Street Striping

Pros

1. **Low cost**
2. **Not intrusive (no noise or discomfort).**
3. **No impact to emergency rescue times.**
4. **Bike lane addition.**
5. **Bike lane colored (optional).**

Cons

1. **Only a small reduction in speed.**
2. **Colored bike lane option is expensive.**



MATCH LINE A THIS SHEET



MATCH LINE A THIS SHEET 2

NORTHERN DRIVE CONCEPT 2
 COMPLETE STREET STRIPING
 (STRIPING ONLY)

48 HOURS BEFORE DIGGING
 888-800-8000
 1-800-4-2770
 www.floridaclearing.com

NORTHERN DRIVE TRAFFIC CALMING
 SECTION 20, TOWNSHIP 42S, RANGE 43E
 TOWN OF LAKE PARK, FLORIDA
 CONCEPTUAL EXHIBITS

DESIGNED BY
 SIMMONS WHITE
 1000 W. UNIVERSITY BLVD., SUITE 200
 AUSTIN, TEXAS 78705
 (512) 477-0000
 WWW.SIMMONSWHITE.COM

REVISIONS

NO.	DATE	BY	REVISION
1	11/14/20	SW	ISSUED FOR PERMITS

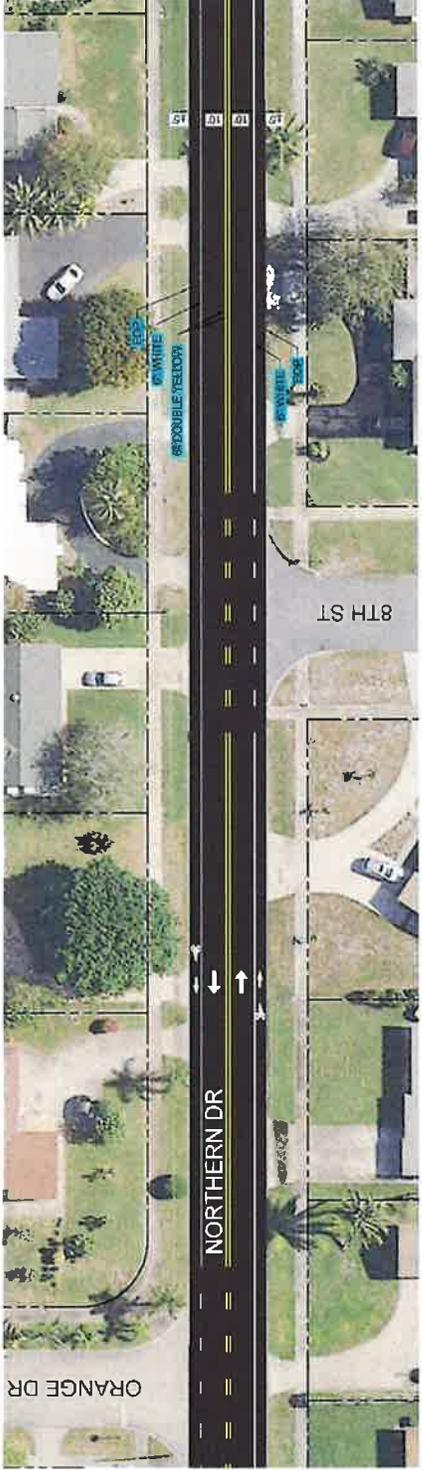
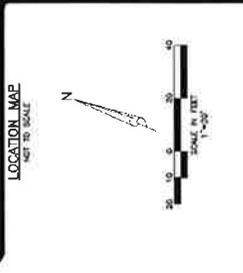
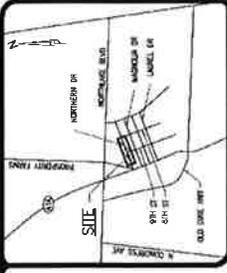
APPROVED

DATE

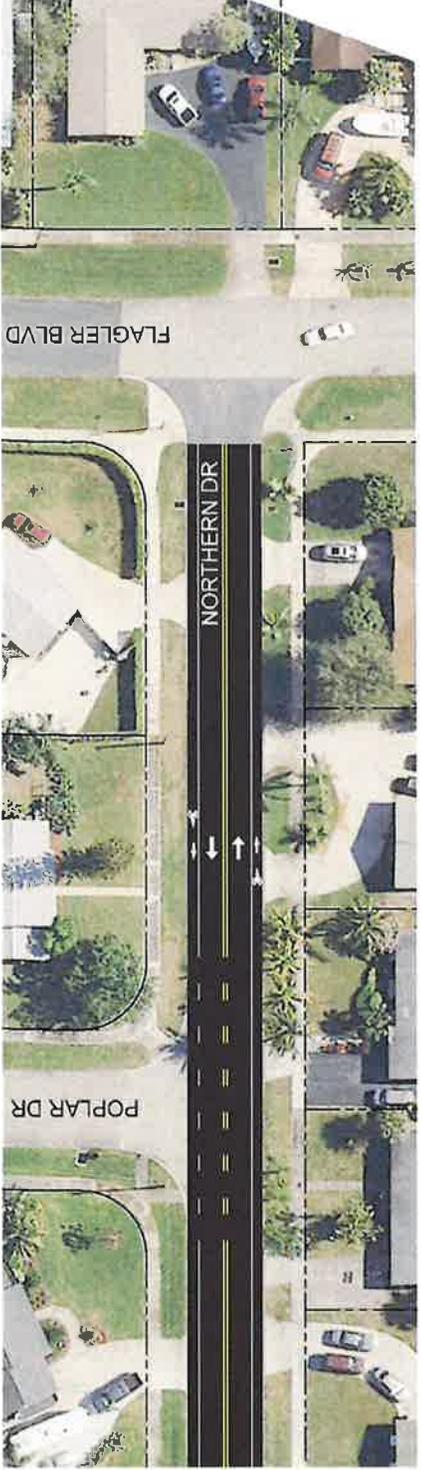
SCALE

PROJECT NO.

SHEET 1 OF 2



MATCH LINE B THIS SHEET



MATCH LINE B THIS SHEET

PROS:

- 1.) LOW COST
- 2.) NOT INTRUSIVE INC NOISE OR DISCOMFORT TO EMERGENCY RESCUE TIMES
- 3.) BIKE LANE IN ADDITION
- 4.) BIKE LANE ADDITION
- 5.) BIKE LANE COLORED (OPTIONAL)

CONS:

- 1.) ONLY A SMALL REDUCTION IN SPEED
- 2.) COLORED BIKE LANE OPTION IS EXPENSIVE

COMPLETE STREETS ARE DESIGNED TO ENABLE SAFE ACCESS FOR ALL USERS INCLUDING PEDESTRIANS, BICYCLISTS, AND MOTORISTS.

**NORTHERN DRIVE CONCEPT 2
COMPLETE STREET STRIPING
(STRIPING ONLY)**

48 HOURS BEFORE DRAINING
 8:00 AM - 5:00 PM
 8:00 AM - 5:00 PM
 8:00 AM - 5:00 PM

		APPROVED DATE 10/14/14	
DRAWN BY J.C.	CHECKED BY J.C.	DATE 10/14/14	SHEET 2 OF 2
REVISIONS		NORTHERN DRIVE TRAFFIC CALMING SECTION 20, TOWNSHIP 42S, RANGE 43E TOWN OF LAKE PARK, FLORIDA CONCEPTUAL EXHIBITS	

Concept 3 – Road Narrowing (2 Locations) and Solar Radar Speed Signs

Pros

1. **Effective in reducing speeds (requires enforcement).**
2. **No impact to emergency rescue times.**
3. **Minimal impact to on-street parking.**
4. **Opportunity to increase landscaping in new islands.**

Cons

1. **Potentially greater cost than speed tables and striping.**
2. **Minimal speed reduction if no enforcement.**

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: *February 6, 2019*

Agenda Item No. Tab 8

Agenda Title: First Amendment to the Interlocal Agreements for Lake Park Fiber Optic Installation and Services for Lambda Rail with Palm Beach County Information System Services (PBCISS) to add 2 new locations at 800 Park Ave. and 700 6th street (PBSO office).

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

Approved by Town Manager *[Signature]* Date: *1-22-19*
 Hoa Hoang, Chief Information Technology Officer *[Signature]* *1/16/2019*
 Name/Title _____

Originating Department: Information Technology	Add. Costs: \$ 19,947.50 Funding Source: Acct. # sales taxes Infrastructure <input checked="" type="checkbox"/> Finance <i>[Signature]</i> 1/17/19	Attachments: Resolution 13-02-19 First Amendment Resolution 31-06-18 Palm Beach County BOCC Executed 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 the agenda.	Yes I have notified everyone _____X____ OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

The Town of Lake Park Commission approved and adopted Resolution 31-06-18 on June 6th, 2018. Palm Beach County executed agreement R2018-1028 on July 10, 2018. The First Amendment includes two additional locations located at 800 Park Avenue to provide Internet for PBSO for License Placed Reader and 700 6th Street (PBSO office) to provide Internet for new

VoIP phones system. The new First Amendment which includes the new locations has an additional installation cost of \$19,947.50 and annual fee of \$3,600.00.

The purpose of this agenda item is to request approval from the Commission of the First Amendment to the Interlocal Agreement to include the two new locations for Internet service.

Recommended Motion:

I move to approve Resolution 13-02-19.

RESOLUTION NO. 13-02-19

A RESOLUTION OF THE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FIRST AMENDMENT INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR INFORMATION TECHNOLOGY NETWORK SERVICES AND THE INSTALLATION OF FIBER OPTIC LAMBDA RAIL FROM THE LAKE PARK FIRE STATION 68 PROPERTY TO THE TOWN'S 800 PARK AVENUE BUILDING 700 6TH STREET BUILDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (COUNTY) and the Town of Lake Park (TOWN) entered into an Interlocal Agreement, **R2018-1028** dated July 10, 2018, hereinafter referred to as the "Agreement", under which the COUNTY agreed to provide connectivity to its Information Technology Network; and

WHEREAS, the COUNTY and TOWN wish to amend the Agreement; and

WHEREAS, the amendment of the Agreement would result in an additional cost to the TOWN for the Fiber Optic Installation Services of \$19,947.50 and an additional annual fee of \$3,600.00; and

WHEREAS, the parties agree to amend the Agreement as set forth in the Exhibit A to the Agreement to provide network services at two additional locations and to replace the billing matrix as set forth therein; and.

WHEREAS, all other provisions of the Agreement shall remain in full force and effect.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Manager has identified the additional source of funding for the IT services as being from the Town's portion of the supplemental one-cent sales tax.

Section 3. The Mayor is hereby authorized and directed to execute the First Amendment to the Agreement, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 4. This Resolution shall take effect upon execution.

Agreement with Palm Beach County and Town of Lake Park

Re: Palm Beach County ISS Services

First Amendment

This First Amendment (“Amendment”) for information technology (“IT”) services is entered into this ____ day of _____, 2019, by and between Town of Lake Park (“LOCAL GOVERNMENT”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida.

WHEREAS, the parties have entered into that certain Agreement **R2018-1028** dated July 10, 2018, hereinafter referred to as the “Agreement”, under which the COUNTY provided connectivity to the Palm Beach County Network as stated in that Agreement, to LOCAL GOVERNMENT. The COUNTY and LOCAL GOVERNMENT wish to amend that Agreement.

WHEREAS, the parties agree to amend the Agreement as follows:

Exhibit A, Section N: Fees and Charges for Network Connectivity and Related Services. To provide network services at two additional locations and replace the billing matrix with the following:

LOCAL GOVERNMENT Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
Town Hall 535 Park Avenue, Lake Park, FL 33403	3/1/2019	250MB	\$61,082.00	\$500	\$50	\$6,600
Public Works 650 Old Dixie Hwy., Lake Park, FL 33403	3/1/2019	50Mb	\$10,754.50	\$150	\$0	\$1,800
Public Library 529 Park Avenue, Lake Park, FL 33403	3/1/2019	50Mb	\$6,347.00	\$150	\$0	\$1,800
Art on the Park 800 Park Avenue, Lake Park, FL 33403	3/1/3019	50Mb	\$9,787.50	\$150	\$0	\$1,800
PBSO 6 th Street, Lake Park, FL 33403	3/1/2019	50Mb	\$9,960.00	\$150	\$0	\$1,800
TOTALS			\$97,931.00	\$1,100	\$50	\$13,800

Agreement with Palm Beach County and Town of Lake Park

Re: Palm Beach County ISS Services

Explanation of Charges:

Installation Charges – This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor.

Monthly COUNTY Charges – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.

Monthly Florida LambdaRail (FLR) Charges – FLR charges the COUNTY this fee to connect the LOCAL GOVERNMENT to the FLR via PBCnet. This fee is set by the agreement between the COUNTY and the FLR and is subject to change. This fee is a direct pass through cost to the LOCAL GOVERNMENT (see **Sub-section N1. - Cost Components** below).

Yearly Charges – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.

All other provisions of the aforementioned Agreement, as amended, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

Agreement with Palm Beach County and Town of Lake Park

Re: Palm Beach County ISS Services

IN WITNESS WHEREOF, the COUNTY and LOCAL GOVERNMENT have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**Palm Beach County, By Its
Board of County Commissioners**

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Archie Satchell, CIO, ISS

Town of Lake Park

By: _____
Vivian Mendez, Town Clerk

By: _____
Michael O'Rourke, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Thomas J. Baird, Town Attorney

RESOLUTION NO. 31-06-18

A RESOLUTION OF THE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK REPEALING RESOLUTION 24-05-18 AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A REVISED INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR INFORMATION TECHNOLOGY NETWORK SERVICES AND THE INSTALLATION OF FIBER OPTIC LAMBDA RAIL FROM THE LAKE PARK FIRE STATION 68 PROPERTY TO THE TOWN'S PUBLIC WORKS FACILITY, ITS TOWN HALL AND LIBRARY BUILDING; PROVIDING FOR ITS CONNECTION TO THE PALM BEACH SHERIFF'S OFFICE (PBSO) LAKE PARK STATION AND THE COMMUNICATION TOWER AT THE TOWN HALL PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes (Florida Interlocal Cooperation Act of 1969) as amended, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and

WHEREAS, Part I of Chapter 163, Florida Statute permits public agencies as defined herein to enter into interlocal agreements with each other to jointly exercise any power, privilege or authorization which such agencies share in common and which each might exercise separately; and

WHEREAS, the Town and the County have recognized the need for the Town to obtain information technology services ("IT") for the purpose of gaining access to IT resources at a cost savings due to the ability of Palm Beach County to leverage its resources for the greater good of citizens of Palm Beach County, the State of Florida, and any public sector organization that can benefit from these services; and

WHEREAS, the Town has requested that Palm Beach County (the County) provide information technology network services to the Town, and relocate the County's Fiber Optic

lines from the property known as the Lake Park Fire Station 68 to the Town's Public Works facility, Town Hall, and Library; and to connect the fiber optic lines to the PBSO station and to the Communications Tower at the Town Hall property; and

WHEREAS, the Town and the County agree to enter into a revised Interlocal Agreement to provide for the joint use of IT assets and to establish policies for the use of these assets by the Town and County.

WHEREAS, the Town and the County have agreed to enter into this revised Interlocal Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", to establish IT services to serve the Town's Town Hall, Library and Public Works buildings; and

WHEREAS, the cost of the Fiber Optic Installation Services would be \$78,183.50 with an annual fee of \$10,500.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Manager has identified the source of funding for the IT services as being from the Town's portion of the supplemental one cent sales tax.

Section 3. The Mayor is hereby authorized and directed to execute the Interlocal agreement between the Town of Lake Park and Palm Beach County, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 4. This Resolution shall take effect upon execution.



July 18, 2018

Information Systems Services

301 N. Olive Avenue, 8th Floor
West Palm Beach, FL 33401
(561) 355-2823

FAX: (561) 355-3482 (8th Floor)

FAX: (561) 355-4120 (4th Floor)

www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Melissa McKinlay, Mayor

Mack Bernard, Vice Mayor

Hal R. Valeche

Paulette Burdick

Dave Kerner

Steven L. Abrams

Mary Lou Berger

County Administrator

Verdenia C. Baker

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

**Re: Executed Agreement for IT Services
with Palm Beach County**

Mr. D'Agostino:

An executed original and two copies are included for your records. The Board of County Commissioners approved the agreement on July 10, 2018.

Please contact Joan Beno at (561) 355-6762 or jbeno@pbcgov.org should you have questions or require anything further.

Sincerely,

A handwritten signature in blue ink that reads "Theresa C. Miller".

Theresa C. Miller
Administrative Secretary
Information Systems Services Department

c: Thomas J. Baird, Town Attorney
Hoa Hoang, Chief IT Officer

/tcm

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

*Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services*

LOCAL GOVERNMENT Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
Town Hall 535 Park Avenue, Lake Park, FL 33403	6/1/2018	250Mb	\$61,082.00	\$500	\$75	\$6,900
Public Works 650 Old Dixie Hwy, Lake Park, FL 33403	6/1/2018	50Mb	\$10,754.50	\$150	\$0	\$1,800
Public Library 529 Park Avenue, Lake Park, FL 33403	6/1/2018	50Mb	\$6,347.00	\$150	\$0	\$1,800
TOTALS			\$78,183.50	\$800	\$75	\$10,500

Explanation of Charges:

Installation Charges – This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor.

Monthly COUNTY Charges – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.

Monthly Florida LambdaRail (FLR) Charges – FLR charges the COUNTY this fee to connect the LOCAL GOVERNMENT to the FLR via PBCnet. This fee is set by the agreement between the COUNTY and the FLR and is subject to change. This fee is a direct pass through cost to the LOCAL GOVERNMENT (see **Sub-section N1. - Cost Components** below).

Yearly Charges – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.

The COUNTY has received approvals from the FLR for the LOCAL GOVERNMENT to be connected to the COUNTY fiber network and gain access to the FLR for either internet or transport purposes.

N1. Cost Components

The monthly FLR fee identified above includes direct costs incurred by the COUNTY to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change and the County receives notice of that change, the COUNTY agrees to review the financial impact and make appropriate rate adjustments.

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County ISS Services

R 2018 1028

Interlocal Agreement

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this ____ day of JUL 10 2018 2018, by and between the Town of Lake Park (“LOCAL GOVERNMENT”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida.

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the LOCAL GOVERNMENT and the COUNTY have recognized the need for the LOCAL GOVERNMENT to obtain IT services (“IT”) for the purpose of gaining access to IT resources at a cost savings due to the ability of COUNTY to leverage its resources for the greater good of citizens of COUNTY, the State of Florida, and any public sector organization that can benefit from these services; and

WHEREAS, in recognizing these facts, the LOCAL GOVERNMENT and the COUNTY desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its use by each organization.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

Section 1 **Purpose**

The purpose of this Agreement is to provide IT services to the LOCAL GOVERNMENT for the purposes described in the attached Exhibit A.

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

Section 2 Approval

The COUNTY approves of the LOCAL GOVERNMENT's participation in the use of the COUNTY's IT resources and any other services as specified in the attached Exhibit A.

Section 3 Exhibits

The attached Exhibit A made a part hereof, delineates the services to be provided to the LOCAL GOVERNMENT by the COUNTY through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the quarterly service charges for IT services.

Section 4 Term

The term of this Agreement including Exhibit A, unless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibit A shall automatically be renewed annually unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the Board of County Commissioners.

Section 5 Resale of IT Services

The LOCAL GOVERNMENT shall not share or resell any portion of the COUNTY's IT Infrastructure or Services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

Section 6 Termination

COUNTY reserves the right to terminate this Agreement, at any time, for lack of funding, cause or convenience upon thirty (30) days' notice to LOCAL GOVERNMENT. LOCAL GOVERNMENT may terminate this Agreement for cause upon thirty (30) days' notice to COUNTY. The parties acknowledge that LOCAL GOVERNMENT shall sustain no damages, of any kind or character, as a result of the termination of this Agreement.

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County ISS Services

Section 7 Indemnification and Hold Harmless

The LOCAL GOVERNMENT shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, relating in any way to this Agreement or the acts or omissions of the LOCAL GOVERNMENT. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The COUNTY has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section 8 Insurance

Insurance requirements are identified by the services obtained and are included in the Exhibit(s).

Section 9 Damage Caused by Disasters

Should the COUNTY's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the COUNTY, unless the governing bodies of both the LOCAL GOVERNMENT and COUNTY authorize its continuation and associated funding to repair or restore the affected area(s).

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

Section 10 Notice

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

To: Town of Lake Park
 John O. D'Agostino, Town Manager
 535 Park Avenue,
 Lake Park, FL 33403
 (Telephone: 561-881-3304)

With a copy to: Thomas J. Baird, Town Attorney
 4741 Military Trail Suite 200
 Jupiter, FL 33458
 (Telephone: 561-650-8233)

To: **COUNTY:** Verdenia C. Baker, County Administrator
 c/o Steve Bordelon, Information Systems Services CIO
 Palm Beach County Board of County Commissioners
 301 N. Olive Avenue, 8th floor
 West Palm Beach, FL 33401
 (Telephone: 561-355-2394)

With a copy to: County Attorney's Office
 Palm Beach County Board of County Commissioners
 301 N. Olive Avenue, Suite 601
 West Palm Beach, FL 33401
 (Telephone: 561-355-2225)

Section 11 Entire Agreement

This Agreement sets forth the entire agreement between the parties. There are no promises or understandings other than those stated herein.

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

Section 12 Choice of Law and Venue

This Agreement shall be governed by the laws of the State of Florida. Unless otherwise agreed to in writing by the parties, any and all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida.

Section 13 Binding Agreement

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

Section 14 Subject to Funding

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

Section 15 Nondiscrimination

Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. The parties further warrant and agree that no person shall be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out in the performance of this Agreement.

Section 16 Audits and Public Records

LOCAL GOVERNMENT acknowledges that its records relating to this Agreement are public records for the purposes of Chapter 119, F.S., and that it will comply and maintain such records in accordance with Florida's public records laws. LOCAL GOVERNMENT shall maintain records, documents and other evidence to sufficiently establish its performance under this Agreement. Such records shall be maintained in Palm Beach County for at least three (3) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the three (3) year period, LOCAL GOVERNMENT shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County ISS Services

COUNTY has the right, upon reasonable request and during normal business hours, to inspect, examine or copy said records.

Section 17 **Inspector General**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the LOCAL GOVERNMENT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 18 **Regulations, Licensing Requirements**

The LOCAL GOVERNMENT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The LOCAL GOVERNMENT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Section 19 **No Third Party Beneficiary**

No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or recipient, or official, employee, or volunteer of either party.

Section 20 **No Agency**

Nothing contained herein is intended to nor shall create an agency relationship between the COUNTY and LOCAL GOVERNMENT.

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

Section 21 No Assignability

Neither this Agreement nor any obligation hereunder shall be assigned, subcontracted, transferred or otherwise encumbered by LOCAL GOVERNMENT, without the prior written consent of the COUNTY.

Section 22 Amendments

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 23 Waiver

If the COUNTY shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and the COUNTY shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

Section 24 Continuing Obligations

Duties or obligations that are of a continuing nature extending beyond the Agreement's expiration or termination, including but not limited to those set forth in Section 7, shall survive the Agreement's termination or expiration.

Section 25 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

Section 26 Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

(The remainder of this page intentionally left blank.)

*Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services*

IN WITNESS WHEREOF, the COUNTY and LOCAL GOVERNMENT have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

ATTEST:

R 2018 1028 JUL 10 2018

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By: 
Deputy Clerk



By: 
Melissa McKinlay, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

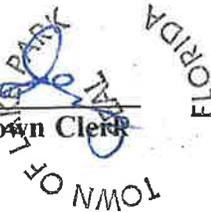
APPROVED AS TO TERMS AND
CONDITIONS

By: 
County Attorney

By: 
Steve Bordelon, CIO, ISS

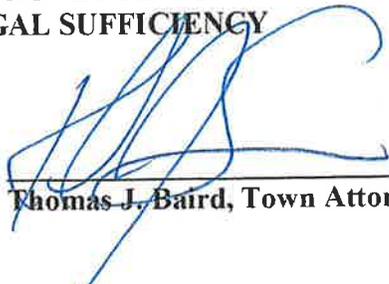
Town of Lake Park

By: 
Vivian Mendez, Town Clerk



By: 
Michael O'Rourke, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Thomas J. Baird, Town Attorney

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services

EXHIBIT A

The purpose of this Exhibit is to delineate the network services to be provided to the LOCAL GOVERNMENT by the COUNTY to identify the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

Section A: General Requirements for Network Services

Network services must be approved by both the COUNTY and the LOCAL GOVERNMENT if said connection affects the entire network. However, all network services must meet the agreed-upon technical specifications.

The COUNTY shall provide the LOCAL GOVERNMENT with access to the COUNTY's network on a best-effort basis and as otherwise provided for herein.

Section B: Responsibilities for Network Management

The COUNTY shall be responsible for the routine, day-to-day management of the COUNTY network. Each party shall be responsible for day-to-day administration of the network routers which they individually own.

The COUNTY shall be responsible for maintaining the primary network and all auxiliary components of the network which exclusively serve COUNTY facilities. The COUNTY shall also maintain auxiliary portions of the network which service both COUNTY and LOCAL GOVERNMENT owned facilities. The LOCAL GOVERNMENT shall maintain that portion of its own network which exclusively serves its facilities.

The COUNTY shall monitor bandwidth utilization on any network link between the COUNTY and the LOCAL GOVERNMENT.

Should the COUNTY perform repair and maintenance functions on behalf of the LOCAL GOVERNMENT, it is with the understanding that the COUNTY's responsibility extends only to the LOCAL GOVERNMENT "demarcation point." The demarcation point is the location which

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County Network Services

defines where issues of maintenance responsibilities begin and end, considered to be COUNTY-owned network equipment inside each of the LOCAL GOVERNMENT's buildings or facilities connected to the COUNTY network. The COUNTY will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the LOCAL GOVERNMENT demarcation point(s). Entrance facilities at LOCAL GOVERNMENT owned locations from the road to demarcation point belong to the LOCAL GOVERNMENT, whereas the fiber within may belong to the COUNTY.

Maintenance and restoration work provided by the COUNTY shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and the COUNTY routers installed at the LOCAL GOVERNMENT. The COUNTY shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the LOCAL GOVERNMENT or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting the COUNTY to perform maintenance or restoration on LOCAL GOVERNMENT owned electronics or other equipment.

The COUNTY shall provide maintenance to COUNTY owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. The COUNTY shall abide by agreed upon security requirements of the LOCAL GOVERNMENT. In the event that an outside contractor is needed, the COUNTY shall select, supervise, and coordinate with the contractor to complete the repair.

Section C: Network Equipment Ownership

The COUNTY, as represented by the COUNTY, shall own all of its network equipment and assets. The LOCAL GOVERNMENT shall continue to maintain ownership of its current network assets. Only the COUNTY is permitted to connect, expand, or otherwise routinely modify its network components. Furthermore, any and all technological changes relative to the network will be implemented at the discretion of the COUNTY. Notwithstanding the foregoing, the COUNTY agrees to use its best efforts to keep pace with technological changes.

Should the LOCAL GOVERNMENT receive grant funds to assist with the construction or maintenance of the network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the COUNTY.

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services

Section D: Network Connection

The LOCAL GOVERNMENT will be provided with a connection to the COUNTY fiber network to meet the network service requirements as specified in this Exhibit. The LOCAL GOVERNMENT shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

If the LOCAL GOVERNMENT proposes a modification or connection of a new building to the network, it shall notify and submit any applicable construction documents to the COUNTY at least thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities of the LOCAL GOVERNMENT require the network to be upgraded, the LOCAL GOVERNMENT shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement with the COUNTY to participate in a cost-sharing arrangement for the modification.

The COUNTY shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the LOCAL GOVERNMENT and the COUNTY. The COUNTY agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the LOCAL GOVERNMENT or the COUNTY enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the network must be communicated in writing to the COUNTY for review and approval. The parties however agree to comply with network security provisions.

Section F: Network Interferences

The COUNTY shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the LOCAL GOVERNMENT. However, should any equipment owned by the

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services

LOCAL GOVERNMENT render any harmful interference to the COUNTY's network equipment, the COUNTY may disconnect any or all LOCAL GOVERNMENT owned network connections after informing the LOCAL GOVERNMENT's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The COUNTY shall be the sole party to determine if harmful interference has impacted the COUNTY network. The COUNTY will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

Section G: Damage Caused by Disasters

Should the network sustain damage to an Auxiliary Route used only by either the LOCAL GOVERNMENT or the COUNTY, the owning party shall determine if the cable will be repaired or replaced.

Section H: Network Security

The parties to this Exhibit acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The COUNTY has implemented reasonable steps and safeguards as part of a network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section I: Description of Services

A. Baseline services from the COUNTY through the COUNTY will include:

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the COUNTY router port that feeds the LOCAL GOVERNMENT network router connection;

If necessary, security may shut down the LOCAL GOVERNMENT's entire building feed to protect the networked systems from computer worms and viruses.

3. network design;
4. acquisition and management of network assets;

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services

5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on COUNTY side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the COUNTY's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

B. LOCAL GOVERNMENT Responsibilities will include:

1. all intra-building Network maintenance and security ;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for LOCAL GOVERNMENT owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

Initial diagnostic actions will ideally be performed by the LOCAL GOVERNMENT technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the LOCAL GOVERNMENT.

7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;

The LOCAL GOVERNMENT will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the COUNTY network from LOCAL GOVERNMENT owned network property.

8. requesting changes in network equipment attachments services;
Requests for changes shall be submitted to ISS CIO, or designee, for action. The LOCAL GOVERNMENT shall be advised of the disposition of the request within

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services

thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites identified by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall be responsible for all reasonable costs associated with requested changes to network services approved by the COUNTY, which approval shall not be unreasonably withheld.

9. providing, at its expense, the following equipment and facilities at each LOCAL GOVERNMENT owned building (if required):

- an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and

This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.

- air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the LOCAL GOVERNMENT's site.

The LOCAL GOVERNMENT shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.

10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and

11. promptly paying for the COUNTY's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

Section J: Availability of COUNTY Network Services

The COUNTY will provide the LOCAL GOVERNMENT with access to the COUNTY network on a best-effort basis. The COUNTY's goal will be to provide 99.9% availability. The COUNTY reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the LOCAL GOVERNMENT.

In the event that Network availability is documented by the COUNTY and declared by the LOCAL GOVERNMENT to be less than 99.9% for two (2) consecutive months, the LOCAL GOVERNMENT shall not be liable for service charges beyond the date of said declaration of non-

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County Network Services

performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

Section K: Protocol for Reporting Network Service Problems

All service issues should first be reported to the LOCAL GOVERNMENT's IT support staff. If the LOCAL GOVERNMENT's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the LOCAL GOVERNMENT will be recorded and tracked in the COUNTY's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the LOCAL GOVERNMENT is within one (1) hour of the reported problem. The COUNTY also employs an escalation process for problems which are not resolved according to the established standards.

Section L: Access for Network Service and Maintenance

The COUNTY shall coordinate with and obtain prior written approval from the LOCAL GOVERNMENT designee as to the time of any planned maintenance, repair, or installation work. However, the LOCAL GOVERNMENT shall provide the COUNTY with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the COUNTY shall ensure that all the COUNTY personnel or contractors representing the COUNTY sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, the COUNTY's representative shall call the LOCAL GOVERNMENT to report any emergency that requires access to any LOCAL GOVERNMENT owned facility. The LOCAL GOVERNMENT shall make reasonable efforts to arrange for access of the COUNTY's personnel as quickly as possible. The COUNTY shall supply the LOCAL GOVERNMENT with a list of authorized COUNTY employees who will carry in their possession badges for identification purposes.

The COUNTY represents that it has verified that neither the COUNTY nor the COUNTY's contractors, nor any of their respective employees, agents, or representatives who have been

*Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services*

convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to LOCAL GOVERNMENT owned buildings under the Agreement.

Section M: Issue Escalation Contacts

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-HELP (4357)

Michael Butler, Director of ISS Network Services
561-355-4601 (office)
561-722-0850 (cell)

Archie Satchell, Deputy Chief Information Officer of ISS
561-355-3275 (office)
772-979-6607 (cell)

Steve Bordelon, Chief Information Officer of ISS
561-355-2394 (office)
561-386-6239 (cell)

LOCAL GOVERNMENT Information Services

Hoa Ngoc Hoang, CGCIO, ICMA
Chief Information Technology Officer
561-881-3303 (office)
hhoang@lakeparkflorida.gov

Section N: Fees and Charges for Network Connectivity and Related Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the COUNTY's network services provided to the LOCAL GOVERNMENT.

The COUNTY will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at the LOCAL GOVERNMENT's building. The LOCAL GOVERNMENT will be responsible for reimbursement to the COUNTY of said costs, as listed and described in the Table below under "Installation Charges".

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the COUNTY will invoice the LOCAL GOVERNMENT quarterly.

*Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services*

LOCAL GOVERNMENT Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
Town Hall 535 Park Avenue, Lake Park, FL 33403	6/1/2018	250Mb	\$61,082.00	\$500	\$75	\$6,900
Public Works 650 Old Dixie Hwy, Lake Park, FL 33403	6/1/2018	50Mb	\$10,754.50	\$150	\$0	\$1,800
Public Library 529 Park Avenue, Lake Park, FL 33403	6/1/2018	50Mb	\$6,347.00	\$150	\$0	\$1,800
TOTALS			\$78,183.50	\$800	\$75	\$10,500

Explanation of Charges:

Installation Charges – This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor.

Monthly COUNTY Charges – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.

Monthly Florida LambdaRail (FLR) Charges – FLR charges the COUNTY this fee to connect the LOCAL GOVERNMENT to the FLR via PBCnet. This fee is set by the agreement between the COUNTY and the FLR and is subject to change. This fee is a direct pass through cost to the LOCAL GOVERNMENT (see **Sub-section N1. - Cost Components** below).

Yearly Charges – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.

The COUNTY has received approvals from the FLR for the LOCAL GOVERNMENT to be connected to the COUNTY fiber network and gain access to the FLR for either internet or transport purposes.

N1. Cost Components

The monthly FLR fee identified above includes direct costs incurred by the COUNTY to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change and the County receives notice of that change, the COUNTY agrees to review the financial impact and make appropriate rate adjustments.

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County Network Services

N2. Billing and Payment

The COUNTY shall submit quarterly invoices to the LOCAL GOVERNMENT which shall include a reference to this Agreement and identify the amount due and payable to the COUNTY. Payment will be made in accordance with the Florida Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section O: Additional IT Services

Upon request for assistance, the ISS CIO may, at the CIO's discretion, permit staff resources to assist the LOCAL GOVERNMENT in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The LOCAL GOVERNMENT is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT agrees to fully reimburse the COUNTY for all costs associated with the rendering of the COUNTY staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

Section P: Annual Review of Fees and Charges

The COUNTY reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

Section Q: Insurance

This section does not apply to Network Services.



Attachment 1
Palm Beach County
Information Systems Services
Task Order < \$50,000

Task Order #:

Original Agreement #R:

Organization requesting services: **Town of Lake Park**

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director: _____ Date: _____
Name/Title

Project Office: _____ Date: _____
Name/Title

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

TOWN OF LAKE PARK

COUNTY ATTORNEY

Name, Title

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2019

Agenda Item No. Tab 9

Agenda Title: Resolution Assigning Poll Workers for the General Election to be conducted on March 12, 2019 for Commissioners.

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

Approved by Town Manager _____

Date: _____

1-22-19

Vivian Mendez, Town Clerk

Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ _____ Funding Source: _____ Acct. # _____ <input type="checkbox"/> Finance _____	Attachments: <p style="text-align: center;">Resolution 14-02-19</p>
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>VM</i> Please initial one.

Summary Explanation/Background: The Town will conduct a General Election on March 12, 2019 and is appointing precinct Clerks, Inspectors, and Deputy to conduct the General Election in accordance with Florida Law, and in such a manner to prevent fraud, deceit, and abuse.

Recommended Motion: I move to approve Resolution No. 14-02-19

RESOLUTION NO. 14-02-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPOINTING INDIVIDUALS TO SERVE AS ELECTION POLLWORKERS; AS CLERKS, INSPECTORS, AND DEPUTY FOR THE GENERAL MUNICIPAL ELECTION ON TUESDAY MARCH 12, 2019 FOR THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park will conduct a General Municipal Election on Tuesday, March 12, 2019 to elect four Commissioners for the Town Commission of the Town of Lake Park, Florida; and

WHEREAS, in order to properly conduct this election, it is necessary to appoint individuals to serve as clerks, inspectors, and deputy.

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

SECTION 1. The Town Commission hereby appoints the following persons to serve as clerks, inspectors, and deputy for the March 12, 2019 General Municipal Election:

Precinct 1378—Lake Park Fire Station

Clerk: Chrystal Archer
Inspectors: Alfred Francois
Mary McKinzy
Guilherme Similien Bonheur
Charlene Ulmer
Deputy: Jean Hughes

Precinct 7010, 7012-St. John Lutheran Church

Clerk: Camille Francoeur
Inspectors: Rudine Gretta Burgess
Ronnie Lee Cohen
Cathy Davis Lee
Anita Jackson Sewer
Annie Rose Mason
Deputy: Wanda Hosey

Precinct 1376, 1382—Lake Park Town Hall

Clerk: Krysta Ramsey
Inspector: Pamela Denise Willis
Karen Louise Six
Penny Sykes
Dawn McKee
Deputy: Anthony Zambello

Section 2. The poll workers are hereby directed to conduct the General Municipal Election in accordance with Florida law, and in such a manner to prevent fraud, deceit, and abuse; and to make the returns of the election public in the manner prescribed by law.

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

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2019

Agenda Item No. Tab 10

Agenda Title: Resolution Authorizing the Mayor to Proceed with Executing a Three Year Agreement with Custom Cleaning and Management Services Corporation for the Provision of Budgeted Custodial Services for Town Hall, PBSO District 10 Substation, Public Works Department, Library, Lake Park Harbor Marina, Lake Shore Park Public Restrooms, and Kelsey Park Public Restrooms

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

Approved by Town Manager *[Signature]* Date: 1-22-19

[Signature]
Richard Scherle / Public Works Director

<p>Originating Department: Public Works</p>	<p>Costs: Year One = \$43,122.00 Year Two = \$40,792.62 Year Three = \$40,792.62 Funding Source: Contractual Services, FY '18-'19 Budget. Facilities Maintenance, Library and Marina Acct. #: 408-34000; 700-34000; 800-34000 <input checked="" type="checkbox"/> Finance <u><i>[Signature]</i></u></p>	<p>Attachments:</p> <ul style="list-style-type: none"> - Resolution <u>15-02-19</u> with Contract - RFP#108-2017 with Proposal submittal package from Custom Cleaning and Management Services Corporation - Evaluation Committee Minutes per RFP#108-2017
<p>Advertised: Date: 10/15/17 Paper: PALM BEACH POST <input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone <u><i>[Signature]</i></u> or Not applicable in this case ___ Please initial one.</p>

Summary Explanation/Background:

The Fiscal Year 2018-2019 Budget contains line items for contractual custodial services in the Marina fund, Library fund, and Facilities Maintenance fund. The Town publicly and competitively solicited for proposals in the fourth quarter of 2017 per Request for Proposal (RFP) #108-2017. Four proposals were received. Each proposal was ranked by an evaluation committee based on pricing, as well as qualifications and experience. The proposal from United States Service Industries, Inc. (USSI) was the highest ranked proposal received. While the Town did award a contract to USSI, staff believes that contract termination is needed due to poor performance. In accordance with the process outlined in the RFP, if the vendor's contract needed to be terminated for any reason, the Town would move onward to the next highest ranked proposers. Public Works reached out to the next highest ranked firm, Chi-Ada Corporation, but the firm indicated it could no longer bond the project. Therefore, we reached out to the third highest ranked firm, which indicated that it could still offer the same pricing as originally proposed, and that it was still qualified and able to provide the solicited services.

This proposed contract is for a three year term, with two, optional one year terms at the Town's discretion. The scope of work includes cleaning services for Town Hall, PBSO District 10 Substation, Public Works Department, Library, Lake Harbor Marina, and the public use restrooms in Kelsey and Lake Shore Parks.

The cost for first year of service is \$43,122.00, with the second and third years costing \$40,792.62. The price proposal form (attached as 'Exhibit B' of the proposed contract) breaks out specific cost for the Library, Marina, and all other facilities covered under this contract.

Recommended Motion:

I move to adopt Resolution 15-02-19.

RESOLUTION NO. 15-02-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH CUSTOM CLEANING AND MANAGEMENT SERVICES CORPORATION TO PROVIDE CUSTODIAL SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town has previously determined that there is a need for the provision of custodial cleaning services at various locations across the Town; and

WHEREAS, the Town solicited via a Request for Proposal (RFP) for responsible and responsive contractors to provide for such custodial services; and

WHEREAS, the Town received proposals on November 20, 2017 in response to its solicitation; and

WHEREAS, December 13, 2017, the Town formed an evaluation committee to review and rank the proposals based on price and experience considerations; and

WHEREAS, in January of 2018, the Town entered into a contract with United States Service Industries, Inc., the highest ranked firm; and

WHEREAS, in accordance with the RFP, if the contract with the highest ranked firm is terminated, the Town would pursue contracts with the next highest ranked firms which were still able to provide the services solicited; and

WHEREAS, Custom Cleaning and Management Services Corporation was the next highest ranked firm that was still able to provide the services solicited at the pricing originally submitted; and

WHEREAS, Town Manager has recommended to the Town Commission, that it is in the best interest of the Town to execute a custodial contract with Custom Cleaning and Management Services Corporation.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. Custom Cleaning and Management Services Corporation is hereby approved by the Town Commission of the Town of Lake Park to provide custodial services as needed by the Town. The Mayor is hereby authorized and directed to execute the agreement between the Town and Custom Cleaning and Management Services Corporation which is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect upon execution.

**AGREEMENT FOR THE PROVISION OF CUSTODIAL SERVICES BETWEEN
THE TOWN OF LAKE PARK, FL
AND
CUSTOM CLEANING AND MANAGEMENT SERVICES CORPORATION (THE
CONTRACTOR)**

THIS AGREEMENT TO PROVIDE CUSTODIAL SERVICES is made this ____ day of _____, 2019, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("TOWN") and Custom Cleaning and Management Services Corporation ("CONTRACTOR"), 21 N. Hepburn Avenue, Suite 24, Jupiter, Florida 33458..

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with such powers and authority as is enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is may enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

WHEREAS, the TOWN has determined that there is a need for the provision of custodial services for the following town buildings: Town Hall, Palm Beach Sheriff's Office District 10, Public Works Department, Library, Lake Park Harbor Marina restrooms and shower facilities, Lake Shore Park restrooms, and Kelsey Park restrooms, and

WHEREAS, the TOWN staff has solicited via a Request for Proposal No. 108-2017 from vendors to provide custodial services; and

WHEREAS, the TOWN Clerk received a proposal from the CONTRACTOR on November 20, 2017 to provide for such services; and

WHEREAS, in its proposal the CONTRACTOR represented that it is qualified, able and willing to satisfactorily provide the services solicited in the TOWN's Request for Proposal; and

WHEREAS, the TOWN Commission determined that the CONTRACTOR's proposal was responsible and responsive and CONTRACTOR is qualified and able to provide the services solicited; and

WHEREAS, the TOWN Commission has voted to enter into an Agreement with the CONTRACTOR; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available to fund this Agreement;

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

1. TERM

This Agreement shall begin as of the date of execution and continue through for a three (3) year period, unless otherwise terminated as provided herein. The TOWN shall have the option of extending the Agreement for two (2) additional one (1) year periods at the same terms and conditions with approval from the TOWN Commission. Such extension shall be in the form of a written amendment to the Agreement executed by both parties. The continuance of this Agreement throughout the term and any extensions is contingent upon successful recertification of the CONTRACTOR'S capabilities. Recertification shall be subject to, among other things, a review of the CONTRACTOR's fiscal capacity, equipment availability, and a determination of whether it has been convicted of any environmental crime or crimes against public entity.

2. RESPONSIBILITIES OF THE CONTRACTOR

2.1 TOWN RFP# 108-2017 and the Contractor's response is hereby identified as 'Exhibit A' in its entirety and is incorporated herein by reference as if fully set forth herein. CONTRACTOR shall perform the services as stated in the Scope of Work, Exhibit A, as set forth in its response to the RFP, and meeting all of the general specifications set forth herein below.

2.2 General Specifications.

The CONTRACTOR shall:

- A.) Provide all labor, supervision, equipment supplies, and materials required to ensure the proper performance of the work at all locations, unless otherwise specified, shall be furnished by the CONTRACTOR.
- B.) Perform an initial cleaning to bring the location into contract compliance in accordance with the specifications. This initial cleaning must be performed within thirty days of issuance of a purchase order, and satisfactory completion must be approved by the Public Works Director or his/her designee.
- C.) Requests for supplies must be made in writing or via email to the Public Works Department at least three days in advance by a person in a supervisory capacity. No supplies shall be given to workers "on demand."
- D.) The CONTRACTOR's service providers shall report hazardous conditions and items in need of repair, including burned-out lights, leaky faucets, toilet stoppages, or other similar items directly to the Public Works Department.

- E.) All CONTRACTOR employees responsible to open and close shall be capable of securing facilities, and shall ensure that the facilities are secure prior to leaving the job site.
- F.) CONTRACTOR shall submit a daily-weekly-monthly cleaning checklist form for approval to the Public Works Department prior to commencing work. Upon approval, this form shall be posted in a conspicuous location in each building and the CONTRACTOR's employees shall log their activities at the end of each cleaning event.
- G.) The CONTRACTOR shall comply with the TOWN's procedures and requirements regarding sanitary techniques and safety. In addition, the CONTRACTOR shall comply with OSHA Act #1910.1030 regarding worker exposures to blood borne pathogens along with any and all Federal, State, and local laws and regulations now in effect, or hereafter enacted during the term of the Agreement, which are applicable to the CONTRACTOR, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.
- H.) The CONTRACTOR and its agents shall be responsible for ensuring that employees do not disturb papers on desks, open drawers, desks, cabinets, or use the telephones, which are provided strictly for the use of the employees of the TOWN.

2.3 Materials, Equipment and Supplies

The CONTRACTOR shall maintain a current list of all materials, equipment, and supplies stored at any TOWN facilities, including chemical material safety data sheets. It shall be the responsibility of the CONTRACTOR to provide "Green Seal Certified" cleaning supplies (excluding disinfectants) to perform the required janitorial services. Highly corrosive chemicals, those that cause excessive tearing, those with offensive odors or cause other irritations to building occupants, will not be approved for use. A limited storage area shall be provided for the CONTRACTOR to store necessary materials, equipment, and supplies. The CONTRACTOR shall furnish and maintain all the necessary equipment and shall submit a complete list of the equipment to be used to the Public Works Director on a bimonthly basis.

2.4 CONTRACTOR'S Personnel

A.) CONTRACTOR shall provide supervisory personnel who can adequately communicate on-site, by telephone, and by e-mail with TOWN staff relative to any service problems, or service requirements. CONTRACTOR shall respond to services within two (2) to four (4) hours of notification, in person or by telephone.

B.) The CONTRACTOR shall furnish to the TOWN a list of all personnel assigned to this Agreement. The CONTRACTOR shall keep this list up to date during the term.

C.) The CONTRACTOR shall provide the TOWN with a listing, and keep current, to include the names and emergency telephone numbers of supervisory personnel who are assigned to this Agreement.

D.) CONTRACTOR'S personnel shall present a professional appearance: neat, clean, well groomed, and courteous and conduct themselves in a respectable manner, in the performance of duties, and while on TOWN property.

E.) The TOWN shall have the right to require the CONTRACTOR to remove from assignment to its facilities such personnel as the TOWN in its sole discretion determines to be incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interests of the TOWN.

F.) CONTRACTOR shall comply with all applicable labor/employment laws and regulations. The CONTRACTOR shall pay its' employees at least the federal minimum wage rate. The TOWN reserves the right to inspect the payroll records of the CONTRACTOR as may be deemed necessary to determine CONTRACTOR'S compliance with the Federal Wage and Hour Law.

3. COMPENSATION AND PENALTIES

3.1 The TOWN shall pay the CONTRACTOR in accordance with the attached Fee Schedule, (Exhibit B) which is incorporated herein.

3.2 CONTRACTOR shall submit monthly invoices for services rendered. Invoices shall reference the correct TOWN purchase order number. Each individual invoice shall be due and payable 30 days after receipt of correct, fully documented invoice. All invoices shall be delivered to:

Finance Department
535 Park Avenue
Lake Park, FL 33403

- 3.3 If any additional services are required above the scope of work, CONTRACTOR shall provide written cost estimate to the TOWN for such services and obtain written authorization to proceed from TOWN before commencing additional work.
- 3.4 If significant items of the scope of work are not completed in full, portions of the monthly contract amount may be withheld for unsatisfactory performance. The amount withheld will be based on photo documented inspections to determine the percentage of the scope not complete:
- a. 0%-50% Scope of Work completion = 50% of monthly contract deduction.
 - b. 50%-89% Scope of Work completion = 25% of monthly contract deduction.

Amount will be withheld from invoice for the month of substandard service. The CONTRACTOR shall have two (2) days to correct any deficiencies which shall be communicated in writing to the CONTRACTOR, before any penalties accrue. Repeated substandard inspection scores may result in termination of the contract.

4. PUBLIC RECORDS

With respect to public records, the CONTRACTOR shall:

- 4.1 Keep and maintain public records required by the TOWN to perform the service.
- 4.2 Upon the request of the TOWN, provide any such public records.
- 4.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
- 4.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR; or keep and maintain the public records associated with the services provided for in the Agreement. If the CONTRACTOR transfers all public records to the TOWN upon completion of the term of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the CONTRACTOR keeps and maintains public records upon completion of the term of the Agreement, the CONTRACTOR shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be

provided to the TOWN, upon request, in a format that is compatible with the information technology systems of the Town.

- 4.5 If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the CONTRACTOR shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

5. STANDARD OF CARE

- 5.1 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of custodial services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to the TOWN, re-perform services which fail to satisfy the foregoing standard of care.
- 5.2 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest standards in the field.

6. INDEMNIFICATION and INSURANCE

The CONTRACTOR shall maintain the following insurance coverages in the amounts specified below during the term of the Agreement and any extensions thereof:

- 6.1 - Workers' compensation insurance for all employees of the CONTRACTOR for statutory limits in compliance with 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 shall 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.
- Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent Contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.
 - Business auto liability of \$1,000,000.00 per occurrence or combined single limit for bodily injury and property damage liability. This insurance shall be an "any-auto" policy including hired and non-owned auto liability coverage.
 - The TOWN shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the TOWN shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the proposal documents demonstrating the required coverages shall be submitted with the CONTRACTOR'S Proposal documents. There shall be a 30 day notification

to the TOWN in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.

- All certificates of insurance shall be subject to the TOWN's verification. The TOWN may require the CONTRACTOR to provide a complete certified copy of the insurance policy(ies).

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

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

- 6.2 Violation of the terms of such insurance requirements shall constitute a material breach of the Agreement and the TOWN, at its sole discretion, may cancel the contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

7. LICENSES

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to perform the services and conduct its business, and that it will at all times conduct its business activities in a reputable manner.

8. COMPLIANCE WITH LAWS

In performance of the Agreement, CONTRACTOR shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

9. SUB-CONTRACTING

- 9.1 The TOWN reserves the right to accept the use of a sub-CONTRACTOR or to reject the selection of a particular sub-CONTRACTOR and to inspect all facilities of any sub-CONTRACTOR to perform properly under this Agreement. Rejection of any sub-CONTRACTOR shall be based on, but not limited to, negative references, insufficient resources, or conviction of a Public Entity Crime.

- 9.2 If a sub-CONTRACTOR fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-CONTRACTOR to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-CONTRACTOR by the TOWN.

10. FEDERAL AND STATE TAXES

The TOWN is exempt from Federal Tax and State Sales and Use Taxes. However, the CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the TOWN, nor shall the CONTRACTOR be authorized to use the TOWN'S Tax Exemption Number in securing such materials.

11. TOWN'S RESPONSIBILITIES

TOWN shall provide CONTRACTOR with access to all town sites and providing paper products for dispensers, soap refills for dispensers, and trash can liners.

12. SEVERABILITY, DEFAULT, TERMINATION, DEBARMENT

12.1 If any term of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, such term shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect.

12.2 The TOWN may, by written notice of default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR fails to satisfactorily perform any of the terms of this Agreement, or fails to make progress to cure any default of the terms. The CONTRACTOR shall have 10 days after receipt of notice from the TOWN to cure the default. In the event the TOWN terminates this Agreement in whole or in part because of default of the CONTRACTOR, the TOWN may procure goods and/or services similar to those terminated, and the CONTRACTOR shall be liable for any excess costs incurred due to this action.

12.3 The TOWN may, whenever the interests of the TOWN so require, terminate the Agreement, in whole or in part, without cause, or for the convenience of the TOWN. The TOWN shall give five days prior written notice to the CONTRACTOR of its decision to terminate the Agreement for convenience.

If the TOWN elects to terminate for convenience (without cause), or with cause, the TOWN may seek the services of the next highest ranked Proposer, or that Proposer which in the sole determination of the TOWN, offers the TOWN the most advantageous opportunity to complete the services which were described in the RFP.

Unless directed differently in the Notice of Termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice

of Termination, subject only to the TOWN's determination, in its sole discretion of whether the default has been cured. Additionally, unless directed differently, the CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.

Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the TOWN through the date of termination.

- 12.4 This contract may be terminated for cause as determined by the TOWN based upon the following:
- a. CONTRACTOR defaults or fails to fully comply with the conditions, specifications, or terms of any current or previous bid, quotation, proposal or contract with the TOWN;
 - b. CONTRACTOR commits any fraud or misrepresentation or provides false information in connection with a bid, quotation proposal or contract with the TOWN;
 - c. CONTRACTOR is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - d. CONTRACTOR is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a TOWN government CONTRACTOR. If charges are dismissed or the CONTRACTOR found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the CONTRACTOR to TOWN;
 - e. CONTRACTOR becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;
 - f. CONTRACTOR violates the ethical standards set forth in local, state, or federal law;
 - g. CONTRACTOR fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or
 - h. Any other cause the finance director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a TOWN government CONTRACTOR, including but not limited to suspension by another governmental entity for substantial cause.
- 12.8 CONTRACTOR may be permanently debarred from responding to competitive solicitations for services to the TOWN for the following:

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

b. Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor offeror's commercial enterprise. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the offeror to the TOWN.

c. Placement of the CONTRACTOR or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of execution of the Agreement

13. INSPECTIONS AND TESTS

The TOWN may inspect, or arrange for the inspection of, all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications set forth in this Agreement.

14. GUARANTEE and WARRANTIES

The CONTRACTOR guarantees that it will use only technically qualified individuals in the performance of this Agreement, and will perform the services in a workmanlike manner. Further, CONTRACTOR certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. CONTRACTOR certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its proposal, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

15. 'DRUG FREE WORKPLACE CERTIFICATION'

In compliance with Florida Statute Section 287.087, CONTRACTOR shall execute the attached 'Drug Free Workplace Certification' form and submit same together with the executed Agreement prior to the commencement of work.

**16. FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a):
(‘PUBLIC ENTITY CRIMES’)**

CONTRACTOR shall execute the attached ‘Public Entity Crimes’ form and submit same together with the executed Agreement prior to commencement of work.

17. ANTI-KICKBACK AFFIDAVIT

The CONTRACTOR shall execute the attached anti-kickback affidavit and submit same together with the executed Agreement prior to commencement of work.

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

The CONTRACTOR shall execute the attached ‘Certification of Non-Segregated Facilities’ form and submit same together with the executed Agreement prior to commencement of any work.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. The CONTRACTOR shall comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.”

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

19. GOVERNING LAW/VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, of the United States District of Florida, West Palm Beach, Florida.

20. ATTORNEY FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

21. MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both TOWN and CONTRACTOR.

22. PRICE FLUCTUATION CLAUSE

The TOWN acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Agreement, the unit prices may be adjusted upward based on Consumer Price Indices mutually agreed upon. The value of the adjustment will be determined by the TOWN.

23. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings oral or written, relating to said subject matter.

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

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Michael O'Rourke, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

Custom Cleaning and Management
Services Corporation

By: _____

Title: President

Aida Veronica Vidal
Printed Name

PROPOSAL FORM

CUSTODIAL SERVICES THREE YEAR TERM CONTRACT FOR TOWN HALL, PBSO DISTRICT 10 SUBSTATION, PUBLIC WORKS DEPARTMENT, LIBRARY, LAKE HARBOR MARINA, LAKE SHORE PARK RESTROOMS, and KELSEY PARK RESTROOMS

RFP No. 108-2017

Instructions: Remove this and all following pages, complete and execute, and submit in duplicate (2 Originals and 2 copies).

In accordance with the plans and specifications noted in this RFP document, the **TOTAL PROPOSED PRICE (Years One-Three)** for this project is:

ONE HUNDRED TWENTY FOUR THOUSAND, SEVEN HUNDRED AND SEVEN DOLLARS AND TWENTY FOUR CENTS (\$ 124,707.24)

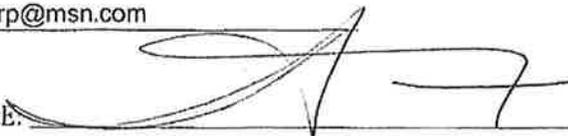
Required documents attached? - (2 Originals and 2 copies):	(Yes or No)
- Proposal Form (signed)	<u>yes</u>
- Price Proposal	<u>yes</u>
- Acknowledge Addenda No.(s)___ (if issued)	<u>yes</u>
- Clarifications/Exceptions	<u>yes</u>
- Proposal Security (LOC or Cashier's Check, 5% of BASE proposal price for year one)	<u>yes</u>
- Proof of Janitorial Services Bonding Capability	<u>yes</u>
- Statement of Capacity to Perform	<u>yes</u>
- Resumes of Principals, Management, and Supervisory Personnel	<u>yes</u>
- Proof of Existing Insurance Coverage	<u>yes</u>
- List of References	<u>yes</u>
- Licenses (copies of applicable licenses)	<u>yes</u>
- List of Subcontractors and Prime Vendors	<u>yes</u>
- Drug Free Workplace Certification	<u>yes</u>
- Sworn Statement on Public Entity Crimes	<u>yes</u>
- Anti-kickback Affidavit	<u>yes</u>
- Certification of Non-segregated Facilities	<u>yes</u>

NAME OF FIRM: Custom Cleaning and Management Services Corp.

ADDRESS: 21 N. Hepburn Avenue, Suite 24
Jupiter, FL33458

PHONE #: 561-746-2700 FAX #: 561-746-2037

E-MAIL: ccservices_corp@msn.com

AUTHORIZED SIGNATURE: 

NAME & TITLE (TYPED or PRINTED): Aida Veronica Vidal / CEO

PRICE PROPOSAL FORM

TITLE: CUSTODIAL SERVICES THREE YEAR TERM CONTRACT FOR TOWN HALL, PBSO DISCTRICT 10 SUBSTATION, PUBLIC WORKS DEPARTMENT, LIBRARY, LAKE HARBOR MARINA, LAKE SHORE PARK RESTROOMS, and KELSEY PARK RESTROOMS

PROPOSAL DUE DATE: November 20, 2017, 10:30 a.m.

CONTACT PERSON WITH TOWN: Vivian Mendez, TOWN Clerk
 Tel. 561.881.3311
 Email: vmendez@lakeparkflorida.gov

Please propose prices for the following consistent with the information contained within the "Scope of Work" Section, Part II:

ITEM No.	Description	Unit	Quantity	TOTAL PRICE
1.	Indemnification	Job	1	\$100.00
2.	Mobilization and Registration With TOWN, including Criminal Records Check for two (2) employees and one (1) supervisor	L.S.	1	<u>\$ 92.00</u>
3.	Provide labor, supervision, Equipment, and supplies Required to professionally Clean the listed TOWN facilities For EACH of three (3), twelve (12) Month periods:			
	A.) TOWN Hall	L.S.	1	<u>\$ 9,900.00</u>
	a.) Initial, one-time Cleaning to bring Location into contract compliance	JOB	1	<u>\$ 825.00</u>
	B.) PBSO District 10 Substation	L.S.	1	<u>\$7,140.00</u>
	b.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	<u>\$ 595.00</u>
	C.) Public Works Department	L.S.	1	<u>\$ 6,240.00</u>
	c.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	<u>\$ 520.00</u>
	D.) Library	L.S.	1	<u>\$ 7,980.00</u>
	d.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	<u>\$ 665.00</u>

E.) Lake Park Harbor Marina	L.S.	1	<u>\$ 3,420.00</u>
e.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	<u>\$ 285.00</u>
F.) Lake Shore Park Restrooms	L.S.	1	<u>\$ 2,520.00</u>
f.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	<u>\$ 210.00</u>
G.) Kelsey Park Restrooms	L.S.	1	<u>\$ 2,520.00</u>
g.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	<u>\$ 210.00</u>

BASE PRICE of ITEMS 1-3-----\$ 43,122.00 (first year)
-----\$ 124,707.24 (Total of three year contract*)

***NOTE: For years two and three of the contract, the one-time line items 3a, 3b, 3c, 3d, 3e, 3f, and 3g shall be deleted from the "total of three year contract" amount as they will not be valid for years two and three of the contract. The total of the three year contract should include year one (with one-time items), and years two and three (with one-time items deleted). Proposal bond should be equal to 5% of first year price, which includes the one-time cleaning items.**

Written Amount \$ ONE HUNDRED TWENTY FOUR THOUSAND, SEVEN HUNDRED SEVEN DOLLARS, TWENTY FOUR CENTS

4. UNIT PRICES (on an "As Needed" basis):

Power Scrub Ceramic Tile	\$ <u>0.30</u> per square foot
Strip and Wax Paver Tile	\$ <u>0.49</u> per square foot
Strip and Seal Wood Flooring	\$ <u>0.60</u> per square foot
Strip and Wax Vinyl Tile	\$ <u>0.45</u> per square foot
Carpet Cleaning	\$ <u>0.20</u> per square foot
Window Cleaning (Interior)	\$ <u>11.00</u> (1) large window
	\$ <u>7.50</u> (1) medium window
	\$ <u>5.00</u> (1) small window
Window Cleaning (Exterior)	\$ <u>15.00</u> (1) large window
	\$ <u>10.00</u> (1) medium window

\$ 8.00 (1) small window

Hourly Labor Rate - Heavy Cleaning \$ 31.00 per hour

Hourly Labor Rate - Porter Service \$ 25.00 per hour

Number of days to start work after receipt of Notice to Proceed: 2

Submitted By: Aida Veronica Vidal

Name of Firm: Custom Cleaning and Management Services Corp.

Tel. No. 561-746-2700 Fax No. 561-746-2037

Email Address: ccservices_corp@msn.com

AWARD OF CONTRACT WILL BE BASED ON CRITERIA SET FORTH WITHIN PART IV OF THIS RFP.

NOTE: Proposal Bond amount is to be based on 5% of BASE PRICE of Year One pricing, which INCLUDES the one-time initial cleaning costs.



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

REQUEST FOR PROPOSAL

**CUSTODIAL SERVICES THREE YEAR TERM CONTRACT for TOWN HALL, PBSO
DISTRICT 10 SUBSTATION, PUBLIC WORKS DEPARTMENT, LIBRARY, LAKE
PARK HARBOR MARINA, LAKE SHORE PARK RESTROOMS, and KELSEY PARK
RESTROOMS**

TOWN OF LAKE PARK

Contract Documents for the Solicitation of:

RFP NO. 108-2017

Prepared by:

**TOWN OF LAKE PARK, PUBLIC WORKS
640 Old Dixie Highway
Lake Park, FL 33403
Tel. 561.881.3345
Fax 561.881.3349
Email: publicworks@lakeparkflorida.gov**

Date of Distribution: October 16, 2017

Proposal Due Date: 10:30 a.m., November 14, 2017

EXHIBIT A

PROJECT DATA

Proposal Title: Custodial Services Three Year Term Contract for TOWN Hall, PBSO District 10 Substation, Public Works Department, Library, Lake Park Harbor Marina, Kelsey and Lake Shore Park Public Restrooms

Town RFP Number: 108-2017

Project Addresses: ALL ADDRESSES ARE IN LAKE PARK, FLORIDA, 33403:
TOWN Hall, 535 Park Avenue
PBSO District 10 Substation, 700 6th Street
Public Works Department, 640 Old Dixie Highway
Library, 529 Park Avenue
Lake Park Harbor Marina (Restrooms and Shower Rooms)
103 – 105 Lake Shore Drive
Lake Shore Park Restrooms, 701 Lake Shore Drive
Kelsey Park Restrooms, 700 Lake Shore Drive

Owner: TOWN of Lake Park

Town Commission: Michael O'Rourke, Mayor
Kimberly Glas-Castro, Vice-Mayor
Erin T. Flaherty, Commissioner
Anne Lynch, Commissioner
Roger Michaud, Commissioner

Owner's Representative: John O. D'Agostino
TOWN Manager
535 Park Avenue
Lake Park, Florida 33403
Phone: 561.881.3304
Fax: 561.881.3314

Project Manager: Richard Scherle
Interim Public Works Director
640 Old Dixie Highway
Lake Park, Florida 33403
Phone: (561) 881-3345
Fax: (561) 881-3349

END OF PROPOSAL DATA

TABLE OF CONTENTS

Page 2	Project Data
Page 3	Table of Contents
Page 4	List of Attachments
Pages 5-6	Notice to Proposers
Pages 7-12	PART I - GENERAL INFORMATION
Pages 13-26	PART II - SCOPE OF WORK
Pages 27-49	PART III - PROPOSAL SUBMISSION REQUIREMENTS AND REQUIRED FORMS
Pages 50-51	PART IV - PROPOSAL EVALUATION AND AWARD
Attachment A	Sample Contract Agreement Document (Draft)
Attachment B	Palm Beach Sheriff's Office Vendor Fingerprinting/Background Check Instructions (Note: this process required to gain unescorted access to the Lake Park District 10 Office)

LIST OF ATTACHMENTS

- A.) Sample Contract Agreement Document (Draft)
- B.) Palm Beach Sheriff's Office Vendor Fingerprinting/Background Check Instructions
(Note: this process required to gain unescorted access to the Lake Park District 10 Office)

**TOWN OF LAKE PARK
NOTICE TO PROPOSERS**

NOTICE IS HEREBY GIVEN that the TOWN of Lake Park, Florida (TOWN) is accepting sealed proposals for:

CUSTODIAL SERVICES THREE YEAR TERM CONTRACT FOR TOWN HALL, PBSO DISTRICT 10 SUBSTATION, PUBLIC WORKS DEPARTMENT, LIBRARY, LAKE HARBOR MARINA, LAKE SHORE PARK RESTROOMS, and KELSEY PARK RESTROOMS

TOWN RFP No. 108-2017

This is a solicitation for formal written proposals from responsive and responsible contractors for a 36 month custodial services contract, with two, twelve month renewal periods at the TOWN's option. Work shall generally consist of daily as well as alternate day commercial cleaning services for the interiors of seven (7) municipal buildings in the TOWN of Lake Park. Services shall range from cleaning municipal office and operations spaces at four (4) locations (Town Hall, PBSO District 10 Substation, Public Works Department, and Library), cleaning of two public park restrooms, and cleaning of four (4) restrooms and two (2) controlled access restroom/shower rooms at Lake Park Harbor Marina. Proposals will be evaluated based upon a selection committee's assessment of experience and qualifications, and price.

NOTE: Palm Beach County recognizes the TOWN of Lake Park's PBSO District 10 Substation as a "critical facility." Pursuant to County Ordinance 2003-030, any contract worker, in order to obtain unescorted access to a critical facility, shall be required to undergo a criminal history record check. Any contract worker making application that is found to have a disqualifying criminal offense will be denied access to the critical facility.

Sealed proposals will be received in duplicate with two copies by the Town Clerk until 10:30 a.m. on Tuesday, November 14, 2017, at the Town of Lake Park Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Proposals received after this time shall be returned unopened. Receipt of a proposal by any Town office, receptionist, or personnel, other than the Clerk's Office, does not constitute "receipt" as required by this solicitation.

Project Documents: RFP documents will be available Monday, October 16, 2017, and may be obtained by calling the Town Clerk at 561.881.3311, 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, and upon payment of a \$10.00 non-refundable fee for each RFP set. Proposals shall be submitted on the form(s) provided.

A MANDATORY Pre-proposal Conference will be held on Thursday, November 2, 2017, at 1:00 p.m. in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, FL 33403, to provide a brief description of the project and the terms of the RFP documents.

RFP Documents: Envelope containing proposal must be sealed and clearly marked, "CUSTODIAL SERVICES CONTRACT, RFP No. 108-2017" with the Proposer's name, address, and contact info clearly labeled.

All proposed prices shall be guaranteed firm for 90 calendar days from November 14, 2017. Any proposer who withdraws his or her proposal within 90 calendar days after November 14, 2017 shall forfeit its Proposal Bond.

A Proposal Bond in the form of a Letter of Credit, or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the proposed price for the first year of the contract, must be submitted to the Town with proposal submittal. FURTHERMORE, a fidelity bond in the form of a Janitorial Services Bond, in the amount of \$50,000 will be required. The Surety Company shall have at least the minimum ratings of A-, Class VI or higher, as described in the Request for Proposal.

All proposals which have been timely submitted will be opened and read aloud in the Town Commission Chambers at 10:30 a.m. on Tuesday, November 14, 2017. Award of the proposal will be made at a Town of Lake Park Regular Commission Meeting.

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

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

The Town Commission reserves the right to reject any and all proposals, to waive any informality and to make an award it deems to be in the best interest of the Town.

Vivian Mendez, CMC, TOWN Clerk
Town of Lake Park, Florida

Published on: October 15, 2017
Palm Beach Post

PART I – GENERAL INFORMATION

1. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit formal written Proposals from responsible and responsive CONTRACTORS (PROPOSER) to provide custodial services at seven (7) locations for the Town of Lake Park (TOWN). The term of contract shall be 36 months, along with two, 12 month renewals at the TOWN's option. The work shall generally consist of daily as well as alternate day commercial cleaning services for the interiors of seven (7) municipal buildings in the Town of Lake Park. Services shall range from cleaning municipal office and operations spaces at four (4) locations (Town Hall, PBSO District 10 Substation, Public Works Department, and Library), cleaning of two public park restrooms, and cleaning of four (4) restrooms and two (2) controlled access restroom/shower rooms at Lake Park Harbor Marina. Please see the "Scope of Work" Section for a description of the complete scope of work. Proposals will be evaluated based upon a selection committee's assessment of experience and qualifications, and price (see *Part IV - Proposal Evaluation and Award* for more detail).

Note, this RFP is identified as 'Exhibit A' for the purposes of inclusion into any final Agreements that may arise as a result of this solicitation.

2. SELECTION PROCESS AND EVALUATION

The selection process will be conducted by the Selection Committee in accordance with, but not limited to, the methods and criteria described in *Part IV – Proposal Evaluation and Award*.

3. PROCUREMENT SCHEDULE

A summary schedule of the major activities associated with the TOWN'S procurement process for this solicitation is presented in Table 1 – Procurement Schedule. The TOWN, at its sole discretion, may modify the schedule as it deems appropriate. The TOWN will notify of any changes in association with submittal dates by written Addenda in accordance with *Part I, Section 6 – Addenda*.

Table 1 – Procurement Schedule

No.	Activity	Date
1	Issue RFP	Oct. 16, 2017
2	Pre-Proposal Conference	1:00 p.m., Nov. 2, 2017
3	Proposal Submission Due Date	10:30 a.m., Nov. 14, 2017
4	Selection Committee Meeting	TBD

4. PROPOSAL SUBMISSION AND WITHDRAWAL

The TOWN must receive all proposals no later than 10:30 a.m. EST on the date established in *Part I – Section 3 – Procurement Schedule*, at the following address:

Town Clerk, Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

All proposals shall have the following information plainly marked on the outside of the envelope, in addition to the Proposer's name, address, and contact information

Custodial Services Contract
TOWN RFP No. 103-2017
Attn: TOWN CLERK

The TOWN cautions those submitting proposals to assure actual delivery of mailed or hand-delivered Proposals directly to the Town Clerk. If the proposal is hand delivered, deposit it with the Town Clerk or Deputy Town Clerk. Telephone confirmation of timely receipt of proposals may be made by calling (561) 881-3311 before the deadline. All Proposals received after the established deadline will be rejected and returned unopened. Any Proposal sent to any other location other than the Town Clerk will not constitute official receipt.

5. COMMUNICATION PROTOCOL

All questions, requests for clarifications or additional information and communications concerning this procurement process must be directed to the Town Clerk. The TOWN will record its responses to questions, if any, and address them in the form of a written Addendum.

6. REQUIRED SUBMITTAL ITEMS AND ADDENDA

By signing the Proposal Form found within *Section III*, the PROPOSER accepts all the terms and conditions which are expressed in this solicitation. PROPOSER shall submit TWO (2) ORIGINALS and TWO (2) COPIES of the following documents:

- Proposal Form (signed)
- All Addenda (signed and/or acknowledged on Proposal Form, if applicable)
- Bonds -
 - Proposal Bond** (in the form of a Letter of Credit, or Cashier's Check made payable to the "TOWN of Lake Park" in an amount equal to five percent (5%) of the proposed price for the first year of the contract
 - Proof of Janitorial Services Bonding capabilities**, in the amount of \$50,000 will be required. The Surety Company shall have at least the minimum ratings of A-, Class VI or higher.
- Clarifications/Exceptions form
- Subcontractor Form
- Drug-Free Workplace Form (signed)
- Non Collusion Affidavit
- Sworn Statement on Public Entity Crimes
- References Form

- Statement of Capacity to Perform
- Resumes of Principals, Management, and Supervisory Personnel
- List of Equipment to be used in daily cleaning routines.
- Proof of proper licensing – copies of applicable licensing to perform the required services. If a license is not required for the ordered services, please provide a valid Occupational License/Business Tax Receipt, issued to the CONTRACTOR for this type of service.
- Proof of existing insurance in accordance with this solicitation (outlined in the Sample Contract Agreement Insurance Section of Attachment A)

Should revisions to the RFP become necessary, the TOWN will issue written Addenda. All Addenda must be acknowledged. This Acknowledgement must be included in the proposal submittal. Addenda may be downloaded from the TOWN'S website. PROPOSER'S submittals may be rejected as non-responsive if PROPOSERS have failed to submit a Proposal without Addenda Acknowledgement.

All PROPOSERS should contact the TOWN no more than five (5) calendar days before the due date for receiving Proposals to ascertain whether any Addenda have been issued. Failure of the PROPOSER to make this inquiry could result in its Proposal being non-responsive in the event addenda were issued and not acknowledged by the PROPOSER in their submittal.

No Addenda will be issued later than five (5) calendar days prior to the due date for receipt of Proposals except an Addendum withdrawing the RFP or one that includes postponement of the date for receipt of Proposals.

7. RIGHTS OF THE TOWN

This RFP constitutes an invitation for submission of Proposals to the TOWN. This RFP does not obligate the TOWN to procure or contract for any of the scopes of services set forth in this RFP.

The TOWN reserves and holds at its sole discretion, various rights and options under Florida law, including without limitation, the following:

- To prepare and issue addenda to the RFP that may expand, restrict, or cancel any portion or all work described in the RFP without obligation to commence a new procurement process or issue a modified or amended RFP.
- To receive questions from potential PROPOSERS and to provide such answers in writing as it deems appropriate.
- To waive any informalities, technicalities or irregularities in the Proposals submitted.
- To reject any and all Proposal submissions.
- To change the date for receipt of Proposals or any deadlines and dates specified in the RFP.
- To change the procurement and/or selection process prior to receipt of Proposals.
- To conduct investigations with respect to the information provided by each PROPOSER and to request additional information (either in writing or in

presentations and interviews) to support such PROPOSER'S responses and submittals.

- To visit facilities referenced in the PROPOSER'S submittal at any time or times during the procurement process.
- To seek clarification of Proposals from the PROPOSERS either in writing or in presentations and interviews.
- To cancel the RFP: with or without the substitution of another RFP

8. PROPOSAL PREPARATION COSTS

The TOWN accepts no liability for costs and expenses incurred by the PROPOSER in preparation and submission of Proposals and responses to clarifications from the TOWN, potential site visits and interviews, negotiations, future RFP or any other work performed in connection with the Proposal. Each PROPOSER that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the TOWN for the costs and expenses associated with the process. PROPOSER should prepare their submittal providing a straightforward and concise description of the PROPOSER'S ability to meet the requirements of the RFP. Unnecessarily elaborate brochures, art work, expensive paper, bindings, visual and other presentation materials, beyond that sufficient to present a complete and effective response to this RFP is not desired.

9. INTERPRETATIONS

The TOWN will not be bound by or responsible for any explanation or interpretation of the RFP documents other than those given in written addenda. In no event shall PROPOSERS rely on any oral statement by the TOWN, its staff, agents, advisors, or consultants. Any PROPOSER that submits in its Proposal to the TOWN any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.

10. BOND REQUIREMENTS

A Proposal Bond in the form of a Letter of Credit, or Cashier's Check made payable to the "TOWN of Lake Park" in an amount equal to five percent (5%) of the proposed price for the first year of the contract, must be submitted to the TOWN with proposal submittal. FURTHERMORE, a fidelity bond in the form of a Janitorial Services Bond, in the amount of \$50,000 will be required. Proof of bonding capability is a required submittal item. The Surety Company shall have at least the minimum ratings of A-, Class VI or higher. Proposals submitted without the required bonds will be rejected.

A PROPOSER can withdraw its proposal up to the time listed for receipt of proposals. If a PROPOSER unilaterally withdraws its proposal after submittal opening, the PROPOSER shall forfeit its proposal bond.

Proposal bonds will be returned to those PROPOSERS which were not awarded a contract as the result of this solicitation. Proposal surety's provided by virtue of a cashier's check, money order, or cash, shall be available for pickup by all PROPOSERS, with the exception of the recommended PROPOSER, within five (5) business days after the posted Recommendation of Award.

11. NON-COLLUSION AFFIDAVIT

The PROPOSER is required to submit a Non-Collusion Affidavit stipulating Agreement to the following: "PROPOSER certifies that its Proposal is made without previous understanding, Agreement, or connection with any person, firm, or corporation making a Proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

12. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(2)(a), as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

13. PUBLIC RECORDS ACT / INFORMATION DISCLOSURE TO THIRD PARTIES

Sealed bids, proposals, SOQs, or replies received by the TOWN pursuant to a competitive solicitation are exempt from s. 119.07(1) and s.24(a), Art I of the State Constitution until such time as the TOWN provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, SOQs, or final replies, whichever is earlier. As such, the TOWN shall not in any way be liable or responsible for the disclosure or result of disclosure of any submissions or portions thereof submitted in response to the RFP.

The law provides for certain exclusions to disclosure. If the PROPOSER believes that some information contained in their Proposals is exempt from disclosure, the PROPOSER is instructed to label such information as confidential, specify the pertinent section of the public record law that justifies nondisclosure, and request in writing the TOWN keep such information confidential and free from disclosure. The TOWN reserves the right to make any final determination of the applicability of the public records law. In addition, all Proposals received by the Proposal submission date will become the property of the TOWN and will not be returned.

Oral presentations, meetings where PROPOSER(S) is answering questions, negotiations, and TOWN meetings to discuss negotiation strategy are exempt from public access.

14. POSTING RECOMMENDATION FOR AWARD

Recommendation for Award will be posted on the date of the Selection Committee meeting for a period of five (5) calendar days. Failure to file a protest to the Director of Purchasing Services as more fully detailed in the TOWN'S Purchasing ordinance, shall constitute a waiver of proceedings.

It is the PROPOSERS' sole responsibility to ascertain the time and date of posting of the Recommendation for Award. This may be accomplished by telephone, fax, e-mail, or other means deemed timely by the PROPOSER.

15. INSURANCE

The awarded PROPOSER(S) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached Sample Agreement, Attachment A. In the event the PROPOSER(S) is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the PROPOSER(S) insurance coverage, policies or capabilities may be grounds for rejection of the proposal(s) and rescission of any ensuing agreement(s).

19. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The TOWN has entered into an Interlocal Agreement (ILA) for Inspector General Services. This Agreement provides for the Inspector General to provide services to the TOWN in accordance with the TOWN, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the TOWN and receiving TOWN funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PART II – SCOPE OF WORK

1. PROJECT DESCRIPTION AND REQUIREMENTS

The purpose of this Request for Proposal (RFP) and subsequent contracting activity is to secure the services of an experienced, responsible and responsive CONTRACTOR to provide custodial services at seven (7) locations for the TOWN of Lake Park (TOWN). The term of contract shall be 36 months, along with two, 12 month renewals at the TOWN's option. The specific scope of work for each location is detailed under *Part II – Section 4 – Technical Details per Location*, but shall generally consist of daily as well as alternate day commercial cleaning services for the interiors of seven (7) municipal buildings in the TOWN of Lake Park. Services shall range from cleaning municipal office and operations spaces at four (4) locations (TOWN Hall, PBSO District 10 Substation, Public Works Department, and Library), cleaning of two public park restrooms, and at Lake Park Harbor Marina, cleaning of four (4) restrooms and two (2) controlled access restroom/shower rooms.

ALL ADDRESSES ARE IN LAKE PARK, FLORIDA, 33403:

- Location A.) TOWN Hall, 535 Park Avenue
- Location B.) PBSO District 10 Substation, 700 6th Street
- Location C.) Public Works Department, 640 Old Dixie Highway
- Location D.) Library, 529 Park Avenue
- Location E.) Lake Park Harbor Marina (Restrooms and Shower Rooms)
103 – 105 Lake Shore Drive
- Location F.) Lake Shore Park Restrooms, 701 Lake Shore Drive
- Location G.) Kelsey Park Restrooms, 700 Lake Shore Drive

CONTRACTOR will supply all labor, supervision, equipment, supplies and materials required to ensure the proper performance of this work at all locations, unless otherwise specified.

Upon Contract award, CONTRACTOR is required to perform an initial cleaning to bring the location into contract compliance in accordance with the specifications detailed in Part II – Section 4. This cleaning must be performed within 30 days of start of service and satisfactory completion must be approved by the Public Works Director or his/her Designee.

HOURS OF ACCESS:

FACILITY	ADDRESS	CLEANING DAYS	HOURS OF ACCESS
A. TOWN Hall	535 Park Avenue	Monday – Friday (5 days per week)	5:00 p.m. – 11:00 p.m.
B. PBSO District 10 Substation	700 6 th Street	Monday, Wednesdays, and Fridays (3 days per week)	8:00 a.m. – 4:00 p.m.
C. Public Works Department	640-650 Old Dixie Hwy	Tuesdays and Thursdays (2 days per week)	4:00 p.m. – 11:00 p.m.
D. Library	529 Park Avenue	Monday – Friday (5 days per week)	9:00 p.m. – 5:00 a.m.

E. Marina (Restrooms and Shower Rooms)	103-105 Lake Shore Drive	October 1 - April 30: Monday, Wednesday, Friday and Saturday (4 days per week) May 1 - September 30: Monday - Sunday (7 days per week)	6:00 p.m. - 11:00 p.m.
F. Lake Shore Park Public Restrooms	701 Lake Shore Drive	Monday, Wednesday, Thursday, Friday and Saturday (5 days per week)	3:00 p.m. - 6:00 p.m.
G. Kelsey Park Public Restrooms	700 Lake Shore Drive	Monday, Wednesday, Thursday, Friday and Saturday (5 days per week)	3:00 p.m. - 6:00 p.m.

2. DELIVERY

All products and services must be delivered as proposed. In the event any service is delivered inconsistently with any portion of the Scope of Work, or in a condition not conducive to the requirements of the Work or accepted by the TOWN, they shall be corrected at no cost to the TOWN, and shall not extend the time for completion of the Work as set forth herein.

It is agreed by the CONTRACTOR that by signing and delivering its Proposal, it is accepting the terms, conditions and specifications contained in these solicitation and contract documents. Upon contract award, a Contract (based upon the "Sample Contract Form" identified as Attachment A) will be prepared and submitted to the successful PROPOSER for signature.

CONTRACTOR agrees to **not** commence the Work without satisfying the following:

- Fully executed Contract Agreement.
- Providing the TOWN with proof of proper licensure to perform this work, and properly registering with the TOWN as a vendor (if not already registered).
- Receipt of a TOWN Purchase Order, referencing the Work.
- A Notice to Proceed (NTP) issued from the TOWN (issuance of a Purchase Order will serve as the NTP unless otherwise agreed).
- Participation in mandatory pre-proposal meeting.
- Providing the TOWN of Lake Park with proof of proper insurance (endorsed to include the TOWN of Lake Park as an Additional Insured), proof of a janitorial services bond, and a completed criminal history record check performed by Palm Beach Sheriff's Office for all employees scheduled to work in the District 10 Sub-station.

3. GUARANTEE

PROPOSER guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, PROPOSER certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. PROPOSER certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its Proposal, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

4. TECHNICAL DETAILS per LOCATION

4.1 (Location A.) TOWN Hall, 535 Park Avenue

IN GENERAL:

The Town Hall is a two story office building housing the Town Manager, Town Clerk, Human Resources, Community Development, and Finance Departments. It has a Commission Chambers, ballroom with stage (not a part of the regular cleaning duties), a conference room, two kitchenettes, and side conference offices. There are four bathrooms of approximately 150 square feet each and one bathroom of about 35 sq.ft. There is a 23 step, carpeted grand stairway in the tile foyer. The floor covering is approximately 3,385 sq.ft. of commercial glue down carpeting and several area rugs over wood flooring; 3,730 sq.ft. of Dade County pine wood flooring in the offices and 2,300 sq. ft. in the Mirror Ballroom; 425 sq.ft.. of waxed paver tiles in the foyers and about 600 sq.ft. of ceramic tile in the bathrooms.

SPECIFIC HOUSEKEEPING PROVISIONS – FREQUENCY

- A. The following duties shall be performed **5 times per week**, Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 4:00 p.m. and 11:00 p.m. by the CONTRACTOR at the facility; cleaning activities shall not disrupt public meetings.

Duties include:

1. Empty trash, recycling and waste containers (wash trash lids and containers as needed before replacing liner) in all rooms, and hallways.
2. Replace plastic liners of appropriate size in waste receptacles. Liners shall be replaced only when soiled, torn or no longer useful.
3. Maintain all file cabinets, workstation partitions, ledges, sills, communication consoles and all furniture in a dust free condition. Clean and sanitize telephones. **NOTE: DO NOT DISTURB OR MOVE ANYTHING ON THE DESKS.**
4. Clean conference room table and dust chairs and all other furniture in the room.

5. Clean and sanitize all drinking fountains using metal polish as necessary to remove watermarks.
 6. Vacuum all carpeted floor areas, including areas under desks, chairs, tables and other furniture, as well as corners, baseboards and stairs. The vacuuming shall remove staples, particles of paper or other material, mud, dirt or any other debris on the carpet. Spot clean carpets on an as needed basis.
 7. All non-carpeted floor areas shall be washed with clean water and a clean mop. Disinfect all non-carpeted floor areas including stairwells and landings. Wash and mop procedures should leave a clean appearance, without streaks or spots, and should not splatter walls or baseboards. Floor tiles and grout should be maintained in a clean and stain free condition.
 8. Remove all cobwebs; remove fingerprints from doors and partition glass. Disinfect all entry door handles.
 9. Clean all interior building entranceways and the south exterior foyer.
 10. Clean elevator flooring and door tracks. Remove fingerprints from elevator doors and polish surface top to bottom. Disinfect call buttons and control panel buttons.
 11. Clean and disinfect all restrooms, including sinks, toilets, urinals, mirrors (must be streak and spot free), floors, walls, partitions, door handles and fixtures. Clean underside rim on urinals and toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats and sanitary napkin receptacles. Fill toilet tissue, towels, and soap dispensers with designated materials. Replace urinal blocks and screens as needed. Wet mop floors with disinfectant cleaner. Gather all waste paper and dispose in proper receptacles. Tile surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.
 12. Wipe down clean and disinfect the outside of all appliances with suitable cleaners in the employee lounge areas. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures. Sweep floors. Wet mop floors with disinfectant cleaner. Dispose of all trash and replace liners, empty recycle bins.
 13. Clean all open stairwell surfaces daily.
- B. The following duties shall be performed on a **weekly** basis by the CONTRACTOR at the facility (cleaning activities shall not disrupt public meetings):

1. Dust all picture frames, charts, graphs and similar wall hangings. Dust all ledges and other flat surfaces within reach. Dust tops of all bookcases.
2. Remove fingerprints from walls, woodwork and doorframes.
3. Systematically clean all elevator tracks.
4. Clean all elevator phone closet interiors.
5. Hand wash walls, stall partitions and light switches in restrooms. Flush floor drains. Dust partitions and wall surfaces.
6. Wipe walls and light switches as necessary.

C. The following duties shall be performed on a **monthly** basis by the CONTRACTOR at the facility (cleaning activities shall not disrupt public meetings):

1. High dusting. (High partitions and moldings).
2. Dust or vacuum outside of air conditioning vents including restrooms.
3. Dust all blinds.
4. Dust all baseboards including restrooms.
5. Dust all fire extinguisher closets.
6. Dust window ledges.
7. Wipe down interior doors.

4.2 (Location B.) PBSO District 10 Substation, 700 6th Street

IN GENERAL:

The Sheriff's office substation is a single story office building housing a District Commander, his Administrative Assistant, Sergeants' offices, conference room, kitchenette, public information area, and unoccupied holding cells. There are four, single toilet bathrooms ranging in size from 30 square feet to 40 square feet. The floor covering is approximately 3,500 sq.ft. of ceramic tile and about 175 sq.ft. of commercial glue down carpeting.

Note: the County shall conduct fingerprint based criminal history record checks on all persons who have unescorted access to the Palm Beach Sheriff's Office District 10 Substation, a designated "critical facility". A fingerprint based criminal history record check shall be conducted on all CONTRACTOR's employees who are unescorted when entering a facility determined to be critical to the public safety and security of the TOWN. The CONTRACTOR is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its proposal price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

Arrangements must be made directly with the Sheriff for access to the PBSO District 10 Substation.

SPECIFIC HOUSEKEEPING PROVISIONS – FREQUENCY

- A. The following duties shall be performed **3 times per week**, Monday, Wednesday and Friday between the hours of 8:00 a.m. and 4:00 p.m. by the CONTRACTOR at the facility:

Duties include:

1. Empty trash, recycling and waste containers (wash trash lids and containers as needed before replacing liner) in all rooms, hallways and outside of buildings.
2. Replace plastic liners of appropriate size in waste receptacles. Liners shall be replaced only when soiled, torn or no longer useful.
3. Maintain all file cabinets, workstation partitions, ledges, sills, communication consoles and all furniture in a dust free condition. Clean and sanitize telephones. **NOTE: DO NOT DISTURB OR MOVE ANYTHING ON THE DESKS.**
4. Clean conference room table and dust chairs and all other furniture in the room.
5. Clean and sanitize all drinking fountains using metal polish as necessary to remove watermarks and fingerprints.
6. Vacuum all carpeted floor areas, including areas under desks, chairs, tables and other furniture, as well as corners, baseboards and stairs. The vacuuming shall remove staples, particles of paper or other material, mud, dirt or any other debris on the carpet. Spot clean carpets on an as needed basis.
7. All non-carpeted floor areas shall be washed with clean water and a clean mop. Disinfect all non-carpeted floor areas including stairwells and landings. Wash and mop procedures should leave a clean appearance, without streaks or spots, and should not splatter walls or baseboards. Floor tiles and grout should be maintained in a clean and stain free condition.
8. Remove all cobwebs; remove fingerprints from doors and partition glass. Disinfect all entry door handles.
9. Clean all building entranceways, inside and outside. Particular attention should be given to the storefront glass doors and sidelights. Clean and maintain cigarette receptacles outside of exterior doors. Remove trash or litter and mop or vacuum.
10. Clean all glass in the main lobby and all other interior areas (excluding exterior windows).
11. Clean and disinfect all restrooms, including sinks, toilets, urinals, mirrors (must be streak and spot free), floors, walls, partitions, door handles and fixtures. Clean

underside rim on urinals and toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats and sanitary napkin receptacles. Fill toilet tissue, towels, and soap dispensers with designated materials. Wet mop floors with disinfectant cleaner. Gather all waste paper and dispose in proper receptacles. Tile surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.

12. Wipe down clean and disinfect the outside of all appliances with suitable cleaners in the employee lounge areas. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures. Sweep floors. Wet mop floors with disinfectant cleaner. Dispose of all trash and replace liners, empty recycle bins.

B. The following duties shall be performed on a weekly basis by the CONTRACTOR at the facility:

1. Dust all picture frames, charts, graphs and similar wall hangings. Dust all ledges and other flat surfaces within reach. Dust tops of all bookcases.
2. Remove fingerprints from walls, woodwork and doorframes.
3. Hand wash walls, stall partitions and light switches in restrooms. Flush floor drains. Dust partitions and wall surfaces.
4. Wipe walls and light switches as necessary.
5. Clean restroom in jail cell.

C. The following duties shall be performed on a monthly basis by the CONTRACTOR at the facility:

1. High dusting. (High partitions and moldings).
2. Dust or vacuum outside of air conditioning vents including restrooms.
3. Dust all blinds.
4. Dust all baseboards including restrooms.
5. Dust all fire extinguisher closets.
6. Dust window ledges.
7. Wipe down interior doors.

4.3 (Location C.) Public Works Department, 640-650 Old Dixie Highway

IN GENERAL:

The Public Works Department consists of three buildings on a single site.

The two story Administration facility houses the Director, his Assistant, and the Project Manager, four office areas, an executive kitchenette, a staff break room with kitchenette, and a conference room. There are two, tiled bathrooms with showers, approximately 50 square feet each and a 20 sq.ft. wash room. The floor covering is approximately 950 sq.ft. of commercial glue down carpeting, 675 sq.ft. of concrete, and 550 sq.ft. of ceramic tile. There is a 13 step, carpeted service stairway.

The Vehicle Maintenance office is a 170 sq.ft. carpeted area with a bathroom and a washroom. There is approximately 65 sq.ft. of ceramic tile in these two “wet” areas.

The Facilities Maintenance barn has a 65 sq.ft. washroom with two toilet stalls with ceramic tile flooring. There is a 25 sq.ft. shower with a concrete floor. There is a utility “wash-up” sink out on the floor.

SPECIFIC HOUSEKEEPING PROVISIONS – FREQUENCY

A. The following duties shall be performed **2 times per week**, Tuesday and Thursday between the hours of 4:00 p.m. and 11:00 p.m. by the CONTRACTOR at the facility:

Duties include:

1. Empty trash, recycling and waste containers (wash trash lids and containers as needed before replacing liner) in all rooms, and hallways.
1. Replace plastic liners of appropriate size in waste receptacles. Liners shall be replaced only when soiled, torn or no longer useful.
2. Maintain all file cabinets, workstation partitions, ledges, sills, communication consoles and all furniture in a dust free condition. Clean and sanitize telephones. **NOTE: DO NOT DISTURB OR MOVE ANYTHING ON THE DESKS.**
3. Clean conference room table and dust chairs and all other furniture in the room.
4. Vacuum all carpeted floor areas, including areas under desks, chairs, tables and other furniture, as well as corners, baseboards and stairs. The vacuuming shall remove staples, particles of paper or other material, mud, dirt or any other debris on the carpet. Spot clean carpets on an as needed basis.
5. All non-carpeted floor areas shall be washed with clean water and a clean mop. Disinfect all non-carpeted floor areas including stairwells and landings. Wash and mop procedures should leave a clean appearance, without streaks or spots, and should not splatter walls or baseboards. Floor tiles and grout should be maintained in a clean and stain free condition.
6. Remove all cobwebs; remove fingerprints from doors and partition glass.

7. Clean all building entrance doors, disinfect door handles.
8. Clean and disinfect all restrooms in all three (3) buildings, including sinks, toilets, mirrors (must be streak and spot free), floors, walls, partitions and fixtures. Clean underside rim on toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats. Fill toilet tissue, towels, and soap dispensers with designated materials. Wet mop floors with disinfectant cleaner. Gather all waste paper and dispose in proper receptacles. Tile surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.
9. Wipe down clean and disinfect the outside of all appliances with suitable cleaners in the employee lounge areas. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures. Sweep floors. Wet mop floors with disinfectant cleaner. Dispose of all trash and replace liners, empty recycle bins.
10. Clean all open stairwell surfaces.

B. The following duties shall be performed on a **weekly** basis by the CONTRACTOR at the facility:

1. Dust all picture frames, charts, graphs and similar wall hangings. Dust all ledges and other flat surfaces within reach. Dust tops of all bookcases.
2. Remove fingerprints from walls, woodwork and doorframes.
3. Hand wash walls, stall partitions and light switches in restrooms. Flush floor drains. Dust partitions and wall surfaces.
4. Wipe walls and light switches as necessary.

C. The following duties shall be performed on a **monthly** basis by the CONTRACTOR at the facility:

1. High dusting. (High partitions and moldings).
2. Dust or vacuum all ceiling vents including restrooms.
3. Dust all blinds.
4. Dust all baseboards including restrooms.
5. Dust all fire extinguisher closets.
6. Dust window ledges.

4.4 (Location D.) Library, 529 Park Avenue

IN GENERAL:

The Library is a one story building housing offices and a common area, with two public restrooms.

SPECIFIC HOUSEKEEPING PROVISIONS – FREQUENCY

- A. The following duties shall be performed **5 times per week**, Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 9:00 p.m. and 5:00 a.m. by the CONTRACTOR at the facility; cleaning activities shall not disrupt public meetings.

Duties include:

1. Empty trash, recycling and waste containers (wash trash lids and containers as needed before replacing liner) in all rooms, and hallways.
2. Replace plastic liners of appropriate size in waste receptacles. Liners shall be replaced only when soiled, torn or no longer useful.
3. Maintain all file cabinets, workstation partitions, ledges, sills, communication consoles and all furniture in a dust free condition. Clean and sanitize telephones. **NOTE: DO NOT DISTURB OR MOVE ANYTHING ON THE DESKS.**
4. Clean table tops and dust chairs and all other furniture in the room.
5. Clean and sanitize all drinking fountains using metal polish as necessary to remove watermarks.
6. Vacuum all carpeted floor areas, including areas under desks, chairs, tables and other furniture, as well as corners, baseboards and stairs. The vacuuming shall remove staples, particles of paper or other material, mud, dirt or any other debris on the carpet. Spot clean carpets on an as needed basis.
7. All non-carpeted floor areas shall be washed with clean water and a clean mop. Disinfect all non-carpeted floor areas including stairwells and landings. Wash and mop procedures should leave a clean appearance, without streaks or spots, and should not splatter walls or baseboards. Floor tiles and grout should be maintained in a clean and stain free condition.
8. Remove all cobwebs; remove fingerprints from doors and partition glass. Disinfect all entry door handles.
9. Clean all interior building entranceways and the south exterior foyer.
10. Clean elevator flooring and door tracks. Remove fingerprints from elevator doors and polish surface top to bottom. Disinfect call buttons and control panel buttons.
11. Clean and disinfect all restrooms, including sinks, toilets, urinals, mirrors (must be streak and spot free), floors, walls, partitions, door handles and fixtures. Clean

underside rim on urinals and toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats and sanitary napkin receptacles. Fill toilet tissue, towels, and soap dispensers with designated materials. Replace urinal blocks and screens as needed. Wet mop floors with disinfectant cleaner. Gather all waste paper and dispose in proper receptacles. Tile surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.

12. Wipe down, clean and disinfect the outside of all appliances with suitable cleaners in the employee lounge areas. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures. Sweep floors. Wet mop floors with disinfectant cleaner. Dispose of all trash and replace liners, empty recycle bins.

B The following duties shall be performed on a **weekly** basis by the CONTRACTOR at the facility (cleaning activities shall not disrupt public meetings):

1. Dust all picture frames, charts, graphs and similar wall hangings. Dust all ledges and other flat surfaces within reach. Dust tops of all bookcases.
2. Remove fingerprints from walls, woodwork and doorframes.
3. Clean all elevator phone closet interiors.
4. Hand wash walls, stall partitions and light switches in restrooms. Flush floor drains. Dust partitions and wall surfaces.
5. Wipe walls and light switches as necessary.

C The following duties shall be performed on a **monthly** basis by the CONTRACTOR at the facility (cleaning activities shall not disrupt public meetings):

1. High dusting. (High partitions and moldings).
2. Dust or vacuum outside of air conditioning vents including restrooms.
3. Dust all blinds.
4. Dust all baseboards including restrooms.
5. Dust all fire extinguisher closets.
6. Dust window ledges.
7. Wipe down interior doors.

4.5 (Location E.) Lake Park Harbor Marina (Restrooms and Shower Rooms) 103 - 105 Lake Shore Drive

IN GENERAL:

The Lake Park Harbor Marina is a TOWN operated marina and public boat launching facility serving tourists, transient, and resident boaters. Public restroom facilities that serve the boat launching facilities are used by approximately 35 people per day; and restroom, shower, and laundry facilities for occupants of the marina are used by approximately 60 persons per day.

Not part of the weekly cleaning contract are the Marina office and the second floor, rental meeting room. The weekly cleaning contract is only for the three sets of public restrooms and limited access bathrooms with showers which are located as follows; there are two, 55 sq. ft. public restrooms with tile, next to the public boat ramp located at the south of the facility. Each restroom has one toilet and one sink. There are also two, 55 sq. ft. public restrooms on the second floor of the Marina office building. Each of these restrooms has one toilet and one sink. The men's and women's limited access bathrooms with showers are located in the Marina office building at the north end of the facility. Each bathroom measures approximately 290 sq. ft and has two fully tiled shower stalls. There are a total of eight toilets and/or urinals and four sinks.

SPECIFIC HOUSEKEEPING PROVISIONS – FREQUENCY

A. The following duties shall be performed **4 times per week**, from **October 1 to April 30**, on Monday, Wednesday, Friday, and Saturday including holidays, between the hours of 6:00 p.m. and 11:00 p.m.. The following duties shall be performed **7 times per week** from **May 1 to September 30**, on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday, between the hours of 6:00 p.m. and 11:00 p.m. by the CONTRACTOR at the facility:

1. Clean and disinfect all restrooms in both buildings, including sinks, toilets, mirrors (must be streak and spot free), floors, walls, partitions and fixtures. Clean underside rim on toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats. Fill toilet tissue, towels, and soap dispensers with designated materials. Replace urinal blocks and screens as needed. Thoroughly sweep and then wet mop floors with disinfectant cleaner. Gather all waste paper and dispose in proper receptacles. Tile surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.
2. Clean and disinfect all showers, including tile walls, floors, faucets, drains, handicapped shower seats and shower heads. Remove all mildew, mold, soap scum and residue from all surfaces including shower curtains.
3. Clean and disinfect all sinks, counters, soap and towel dispensers. Remove all soap scum and residue.
4. Empty trash, recycling and waste containers (wash and disinfect trash lids and containers as needed before replacing liner) in all rooms, hallways and areas immediately outside of restrooms and bathrooms. Empty and disinfect sanitary napkin disposal containers.
5. Remove all cobwebs; remove fingerprints from doors and walls. Disinfect all entry door handles.

B. The following duties shall be performed on a **monthly** basis by the CONTRACTOR at the facility:

1. Hand wash walls, stall partitions and light switches in restrooms. Flush floor drains.
2. Dust or vacuum all ceiling vents including restrooms.
3. Clean and polish water drinking fountains.

C. The following shall be performed on a quarterly basis by the CONTRACTOR at the facility.

1. Power scrub all the file floors

4.6 (Location F) Lake Shore Park Public Restrooms 701 Lake Shore Drive

IN GENERAL

The Lake Shore Park Public Restroom is a 380 square foot facility with both a men's and a lady's room. It has painted concrete floors and walls and a total of three toilets, one urinal, and four sinks. It is situated between the tennis courts and the rental pavilion. There is a chrome dished, chilled water fountain in the foyer.

SPECIFIC HOUSEKEEPING PROVISIONS – FREQUENCY

A. The following duties shall be performed 5 times per week, Monday, Wednesday, Thursday, Friday and Saturday between the hours of 3:00 p.m. and 6:00 p.m. by the CONTRACTOR at the facility:

1. Clean and disinfect two (2) restrooms, including sinks, toilets, urinals, mirrors (must be streak and spot free), floors, walls, partitions and fixtures. Clean underside rim on urinals and toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats and sanitary napkin receptacles. Fill toilet tissue, and soap dispensers with designated materials. Wet mop floors with green products. Gather all waste paper and dispose in proper receptacles. Painted surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.

B. The following duties shall be performed on a weekly basis by the CONTRACTOR at the facility:

1. Hose down walls and floors, spray with disinfectant, scrub with a stiff brush, and rinse. Squeegee water out of the building.

4.7 (Location G) Kelsey Park Public Restrooms 700 Lake Shore Drive

IN GENERAL

The Kelsey Park public restroom is located near the north end of Kelsey Park, with two toilets and two sinks on the women's side, and one toilet, one urinal, and two sinks on the men's side. The restroom has epoxy floors.

SPECIFIC HOUSEKEEPING PROVISIONS – FREQUENCY

A. The following duties shall be performed **5 times per week**, Monday, Wednesday, Thursday, Friday and Saturday between the hours of 3:00 p.m. and 6:00 p.m. by the CONTRACTOR at the facility:

1. Clean and disinfect two (2) restrooms, including sinks, toilets, urinals, mirrors (must be streak and spot free), floors, walls, partitions and fixtures. Clean underside rim on urinals and toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats and sanitary napkin receptacles. Fill toilet tissue, and soap dispensers with designated materials. Wet mop floors with green products. Gather all waste paper and dispose in proper receptacles. Painted surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.

B. The following duties shall be performed on a **weekly** basis by the CONTRACTOR at the facility:

1. Clean walls and floors, spray with disinfectant, scrub with a stiff brush, and rinse. Squeegee water out of the building.

5. PENALTIES

If significant items of this scope of work are not completed in full, portions of the monthly contract amount may be withheld for unsatisfactory performance. The amount withheld will be based on inspections to determine the percentage of the scope not complete:

- a. 0%-50% Scope of Work completion = 50% of monthly contract deduction.
- b. 50%-89% Scope of Work completion = 25% of monthly contract deduction.

Amount will be withheld from invoice for the month of substandard service. The CONTRACTOR shall have 2 days to correct any deficiencies which will be communicated in writing to the CONTRACTOR, before any penalties accrue. Repeated substandard inspection scores may result in termination of the contract.

6. OTHER CONSIDERATIONS

The CONTRACTOR shall supervise and direct all work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

PART III - PROPOSAL SUBMISSION REQUIREMENTS and REQUIRED FORMS

The TOWN must receive all Proposals no later than 10:30 a.m., Eastern Time on the date established in *Part I, Section 3, Procurement Schedule*. PROPOSERS shall submit two (2) originals and two (2) copies of all proposals and must be submitted **only** to the TOWN Clerk's office at the following address:

TOWN Clerk, TOWN of Lake Park
535 Park Avenue
Lake Park, FL 33403

The Proposal shall be clearly labeled on the outside with the PROPOSER'S name, address, telephone number, and shall be identified as follows: RFP 108-2017 - CUSTODIAL SERVICES THREE YEAR TERM CONTRACT. **Failure by the PROPOSER to provide the above information on the outside of the envelope may result in the rejection of the PROPOSER'S submittal.** Failure by the PROPOSER to submit Proposal to any other office other than the TOWN Clerk's may also result in the rejection of the PROPOSER'S submittal.

The TOWN cautions those submitting proposals to assure actual delivery of mailed or hand-delivered Proposals directly to the TOWN Clerk. If the proposal is hand delivered, deposit it with the TOWN Clerk or Deputy TOWN Clerk. Telephone confirmation of timely receipt of proposals may be made by calling (561) 881-3311 before the deadline. All Proposals received after the established deadline will be rejected and returned unopened. Any Proposal sent to any other location other than the TOWN Clerk will not constitute official receipt.

1. CONTENT

The PROPOSER shall provide the appropriate information in accordance with the content requirements identified in the PROPOSAL FORM, which includes the following items:

- Proposal Form (signed)
- Price Proposal Form
- Acknowledge Addenda No.(s)___ (if issued)
- Clarifications/Exceptions
- Proposal Security (LOC or Cashier's Check, 5% of proposed price for Year One)
- Proof of Janitorial Services Bonding Capability
- Statement of Capacity to Perform
- Resumes of Principals, Management, and

Supervisory Personnel

- Proof of Existing Insurance Coverage
- List of References
- Licenses (copies of applicable licenses)
- List of Subcontractors and Prime Vendors
- Drug Free Workplace Certification
- Sworn Statement on Public Entity Crimes
- Anti-kickback Affidavit
- Certification of Non-segregated Facilities

All of the above items must be submitted as part of the Proposal package. Failure to submit any item will result in rejection of Proposal. See pages 30-43 – these pages shall constitute the submittal package.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

BEGIN REQUIRED CONTENT

Instructions: All of the items listed under required content per *Part III, Section I* are found here from pages 30-43. Each required content item must be submitted as part of the proposal. As previously indicated, failure to include any item will result in rejection of Proposal.

PROPOSAL FORM

CUSTODIAL SERVICES THREE YEAR TERM CONTRACT FOR TOWN HALL, PBSO DISTRICT
10 SUBSTATION, PUBLIC WORKS DEPARTMENT, LIBRARY, LAKE HARBOR MARINA, LAKE
SHORE PARK RESTROOMS, and KELSEY PARK RESTROOMS

RFP No. 108-2017

Instructions: Remove this and all following pages, complete and execute, and submit in duplicate (2 Originals and 2 copies).

In accordance with the plans and specifications noted in this RFP document, the **TOTAL PROPOSED PRICE (Years One-Three)** for this project is:

_____ (\$_____)

Required documents attached? - (2 Originals and 2 copies): (Yes or No)

- Proposal Form (signed) _____
- Price Proposal _____
- Acknowledge Addenda No.('s)___ (if issued) _____
- Clarifications/Exceptions _____
- Proposal Security (LOC or Cashier's Check, 5% of BASE proposal price for year one) _____
- Proof of Janitorial Services Bonding Capability _____
- Statement of Capacity to Perform _____
- Resumes of Principals, Management, and Supervisory Personnel _____
- Proof of Existing Insurance Coverage _____
- List of References _____
- Licenses (copies of applicable licenses) _____
- List of Subcontractors and Prime Vendors _____
- Drug Free Workplace Certification _____
- Sworn Statement on Public Entity Crimes _____
- Anti-kickback Affidavit _____
- Certification of Non-segregated Facilities _____

NAME OF FIRM: _____

ADDRESS: _____

PHONE #: _____ FAX #: _____

E-MAIL: _____

AUTHORIZED SIGNATURE: _____

NAME & TITLE (TYPED or PRINTED): _____

PRICE PROPOSAL FORM

TITLE: CUSTODIAL SERVICES THREE YEAR TERM CONTRACT FOR TOWN HALL, PBSO DISCTRICK 10 SUBSTATION, PUBLIC WORKS DEPARTMENT, LIBRARY, LAKE HARBOR MARINA, LAKE SHORE PARK RESTROOMS, and KELSEY PARK RESTROOMS

PROPOSAL DUE DATE: November 20, 2017, 10:30 a.m.

CONTACT PERSON WITH TOWN: Vivian Mendez, TOWN Clerk
 Tel. 561.881.3311
 Email: vmendez@lakeparkflorida.gov

Please propose prices for the following consistent with the information contained within the "Scope of Work" Section, Part II:

ITEM No.	Description	Unit	Quantity	TOTAL PRICE
1.	Indemnification	Job	1	\$100.00
2.	Mobilization and Registration With TOWN, including Criminal Records Check for two (2) employees and one (1) supervisor	L.S.	1	_____
3.	Provide labor, supervision, Equipment, and supplies Required to professionally Clean the listed TOWN facilities For EACH of three (3), twelve (12) Month periods:			
	A.) TOWN Hall	L.S.	1	_____
	a.) Initial, one-time Cleaning to bring Location into contract compliance	JOB	1	_____
	B.) PBSO District 10 Substation	L.S.	1	_____
	b.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	_____
	C.) Public Works Department	L.S.	1	_____
	c.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	_____
	D.) Library	L.S.	1	_____
	d.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	_____

E.) Lake Park Harbor Marina	L.S.	1	_____
e.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	_____
F.) Lake Shore Park Restrooms	L.S.	1	_____
f.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	_____
G.) Kelsey Park Restrooms	L.S.	1	_____
g.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	_____

BASE PRICE of ITEMS 1-3-----\$_____ (first year)

-----\$(Total of three year contract*)

***NOTE: For years two and three of the contract, the one-time line items 3a, 3b, 3c, 3d, 3e, 3f, and 3g shall be deleted from the "total of three year contract" amount as they will not be valid for years two and three of the contract. The total of the three year contract should include year one (with one-time items), and years two and three (with one-time items deleted). Proposal bond should be equal to 5% of first year price, which includes the one-time cleaning items.**

Written Amount \$_____

4. UNIT PRICES (on an "As Needed" basis):

Power Scrub Ceramic Tile	\$_____ per square foot
Strip and Wax Paver Tile	\$_____ per square foot
Strip and Seal Wood Flooring	\$_____ per square foot
Strip and Wax Vinyl Tile	\$_____ per square foot
Carpet Cleaning	\$_____ per square foot
Window Cleaning (Interior)	\$_____ (1) large window
	\$_____ (1) medium window
	\$_____ (1) small window
Window Cleaning (Exterior)	\$_____ (1) large window
	\$_____ (1) medium window

\$ _____ (1) small window

Hourly Labor Rate – Heavy Cleaning \$ _____ per hour

Hourly Labor Rate – Porter Service \$ _____ per hour

Number of days to start work after receipt of Notice to Proceed: _____

Submitted By: _____

Name of Firm: _____

Tel. No. _____ Fax No. _____

Email Address: _____

AWARD OF CONTRACT WILL BE BASED ON CRITERIA SET FORTH WITHIN PART IV OF THIS RFP.

NOTE: Proposal Bond amount is to be based on 5% of BASE PRICE of Year One pricing, which INCLUDES the one-time initial cleaning costs.

INSERT ACKNOWLEDGEMENT OF RECEIPT OF ALL ADDENDUM HERE

Date: _____

ADDENDUM NO. _____

TOWN OF LAKE PARK

PROJECT NAME: _____

PROJECT NO. _____

BID NO. _____

Each recipient of the Addendum No. ___ to the bid who responds to the bid acknowledges all of the provisions set forth in the Invitation to Bid and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for (Project Name) _____, Town of Lake Park Bid No. _____.

.....
Bidders must acknowledge receipt of the Addendum No. ___ in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed.

Failure to return this addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park
Office of the Town Clerk
Date: _____

Signed By: _____
Vivian Mendez
Town Clerk

Bidder:

Signed By: _____
Print Name: _____
Title: _____
Date: _____

End of Addendum No. _____

CLARIFICATIONS/EXCEPTIONS

Please list any clarifications of your proposal in this section, as well as any exceptions you may have. If there are none, indicate "N/A" on this sheet and submit with Proposal.

INSERT COPY OF PROPOSAL SECURITY HERE

1. Proposal Security is required. Proposal security shall be in the form of a Letter of Credit, or a certified cashier's check, and must be equal to at least 5% of proposed base price for Year One services, which includes the one-time initial cleaning charges required to bring locations into contract compliance.
2. Proposals which are submitted without the required proposal security shall be rejected.

INSERT PROOF OF JANITORIAL SERVICES BONDING HERE

INSERT STATEMENT OF CAPACITY TO PERFORM HERE

**INSERT RESUMES OF PRINCIPALS, MANAGEMENT, AND SUPERVISORY PERSONNEL
HERE**

INCLUDE OFFICIAL PROOF OF EXISTING INSURANCE

LIST OF REFERENCES

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

REFERENCE #1

Company/Agency Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

Project Description: _____

REFERENCE #2

Company/Agency Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

Project Description: _____

REFERENCE #3

Company/Agency Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

Project Description: _____

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

LIST OF SUBCONTRACTORS AND PRIME VENDORS

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

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

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

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

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

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

Authorized Signature (Date)

Name & title (typed)

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

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

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

1. The business address of _____
(Name of offeror or CONTRACTOR)

is _____.

2. My relationship to _____
(Name of offeror or CONTRACTOR)

is _____.

(Relationship such as sole proprietor, partner, president, vice president, etc.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or CONTRACTOR nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror

or CONTRACTOR nor any affiliate of the Offeror or CONTRACTOR has been convicted of a public entity crime subsequent to July 1, 1989.

Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of _____ an
d

county of _____.

on the _____ day of _____, 20__.

Notary Public

My commission expires: _____

(Affix seal)

ANTI-KICKBACK AFFADAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

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

Contract # _____ Project name: _____

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

Signature

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

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of

Florida

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

Project Name: _____

Company Name and Address:

Signature: _____

Name & Title: _____

END OF REQUIRED SUBMITTAL CONTENT

PART IV – PROPOSAL EVALUATION AND AWARD

1. GENERAL

All Proposals submitted in response to this RFP will be evaluated by the TOWN'S Selection Committee based upon information supplied per *Part III – Proposal Submission Requirements and Required Forms* and utilizing criteria specified in *Part IV – Proposal Evaluation and Award*.

2. EVALUATION CRITERIA

The review and analysis of the Proposals by the Selection Committee will be based on the following criteria:

- Submission of a complete package including all forms.
- Experience and Qualifications
- Price Proposal

3. EVALUATION METHOD

Selection Committee members will conduct a completeness review of the Proposals. Proposals must include all requirements specified in *Part III – Proposal Submission Requirements and Required Forms*. Those Proposals found to be complete will then be ranked by individual members of the Selection Committee.

Table 2 – Evaluation Criteria, Points and Scoring Methodology provides guidelines for the Selection Committee members for the ranking of Proposals. In each category where points are to be assigned, PROPOSERS may receive up to the maximum allowable number of points from an individual Selection Committee member. Total points of each Selection Committee member for each Proposal will be tallied and averaged. Proposal with highest total average score will be ranked first.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Table 2: Evaluation Criteria, Points and Scoring Methodology

EVALUATION CRITERIA	POINTS
Experience and Qualifications	<u>50</u>
Price Proposal	<u>50</u>
<u>TOTAL</u>	<u>100</u>

4. AWARD

The TOWN anticipates award to the PROPOSER who submits the Proposal judged by the TOWN to be the most advantageous. If the TOWN and this PROPOSER cannot negotiate a successful agreement, the TOWN may terminate such negotiations and begin negotiations with the next highest ranked PROPOSER. No PROPOSER shall have any rights against the TOWN arising from such negotiations.

The pricing structure submitted on the Proposal Form shall be firm. However, the TOWN reserves the right to negotiate a "best and final" price with the highest ranked PROPOSER.

The Agreement will be for a term of three (3) years, with two (2) optional one-year extensions at the TOWN's discretion. The PROPOSER understands that this RFP does not constitute an Agreement or a contract with the PROPOSER. An official Agreement or contract is not binding until Proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the TOWN, and executed by the parties. A sample Agreement is attached to this RFP. The TOWN anticipates that the final Agreement will be in substantial conformance with the sample Agreement; nevertheless, PROPOSER is advised that any agreement or contract, which may result from this RFP, may deviate from the sample Agreement.

Upon completion of the Selection Committee meeting, a Notice of Recommendation will be posted based upon the results of the ranking. Subsequent to this action, the Agreement will be brought to the Town's Commission during a regular Commission meeting for review and execution. The date of this meeting will be determined at a later date and communicated to all interested parties.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

NOTE: This is a draft of the contract form. The final executed contract may differ materially from this draft, but is expected to be in substantial conformance.

Attachment A (SAMPLE Contract Form)

**AGREEMENT FOR THE PROVISION OF CUSTODIAL SERVICES BETWEEN
THE TOWN OF LAKE PARK, FL
AND
_____ (THE CONTRACTOR)**

THIS AGREEMENT TO PROVIDE CUSTODIAL SERVICES TO THE TOWN OF LAKE PARK BY THE CONTRACTOR, is made this ____ day of _____, 2017, by and between the TOWN of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("TOWN") and _____ ("CONTRACTOR"),
_____(Address of CONTRACTOR).

WITNESSETH THAT:

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

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

WHEREAS, the TOWN previously determined that there is a need for the provision of custodial services for its TOWN Hall, Palm Beach Sheriff's Office District Ten building, Public Works Department buildings, Library building, Harbor Marina restrooms and shower facilities, Lake Shore Park Restrooms, and Kelsey Park Restrooms, and

WHEREAS, the TOWN solicited via a Request for Proposal No. 108-2017 from vendors to provide such services; and

WHEREAS, the TOWN received a proposal from the CONTRACTOR on November 20, 2017 to provide for such services; and

WHEREAS, in its proposal the CONTRACTOR represented that it is qualified, able and willing to satisfactorily provide the services solicited in the TOWN's Request for Proposal; and

WHEREAS, the TOWN determined that the CONTRACTOR's proposal was responsible and responsive and CONTRACTOR is qualified and able to provide the services solicited; and

WHEREAS, the TOWN and the CONTRACTOR propose to enter into this Agreement, and the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this Agreement;

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

1. EFFECTIVE DATE

The effective date of this Agreement shall be January 2, 2017 through January 2, 2020.

Term of Agreement shall be for a three (3) year period, unless otherwise terminated as provided herein. The TOWN shall have the option of extending the Agreement for two (2) additional one (1) year periods at the same terms and conditions with

approval from the TOWN'S governing board. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties. The continuance of this Agreement from year to year is contingent upon successful recertification of the CONTRACTOR'S capabilities. The recertification process will be a review of the fiscal (bankruptcy, etc.) logistical (equipment availability, etc.), and moral (conviction for environmental crime, conviction of crime against public entity, etc.) responsibility of the CONTRACTOR and a determination by the TOWN, based on this review, of whether or not the CONTRACTOR continues to be a viable firm to provide the services described in this Contract.

2. RESPONSIBILITIES OF THE CONTRACTOR – SCOPE OF WORK

2.1 TOWN RFP# 108-2010 is hereby identified as 'Exhibit A' in its entirety and is incorporated herein by reference as if fully set forth herein. CONTRACTOR shall perform the services as stated in the Scope of Work, Exhibit A, in addition to fulfilling all other specifications within this Article.

2.2 General Specifications.

The General Specifications identified herein shall be fully completed and adhered to by the CONTRACTOR:

- A.) All labor, supervision, equipment supplies, and materials required to ensure the proper performance of the work at all locations, unless otherwise specified, shall be furnished by the CONTRACTOR.
- B.) Upon execution of this Contract, the CONTRACTOR shall perform an initial cleaning to bring the location into contract compliance in accordance with the specifications. This initial cleaning must be performed within thirty days of issuance of a purchase order, and satisfactory completion must be approved by the Public Works Director or his/her designee.
- C.) The TOWN shall supply paper towels, toilet paper, hand soap, and trash can liners for the CONTRACTOR to replenish as needed. Requests for supplies must be made in writing or via email to the Public Works Department at least three days in advance by a person in a supervisory capacity. No supplies shall be given to workers "on demand."
- D.) The CONTRACTOR'S service providers shall report hazardous conditions and items in need of repair, including burned-out lights, leaky faucets, toilet stoppages, or other similar items directly to the Public Works Department.
- E.) All CONTRACTOR employees responsible to open and close shall be capable of securing facilities, and will ensure facilities are secure prior to leaving job sites.
- F.) CONTRACTOR shall submit a daily-weekly-monthly cleaning checklist form for approval to the Public Works Department prior to commencing work. Upon approval, this form shall be posted in a conspicuous location

in each building and the CONTRACTOR's employees must log their activities at the end of each cleaning event.

- G.) The CONTRACTOR shall comply with the TOWN of Lake Park procedures and requirements regarding sanitary techniques and safety. In addition, the CONTRACTOR shall comply with OSHA Act #1910.1030 regarding worker exposures to blood borne pathogens along with any and all Federal, State, and local laws and regulations now in effect, or hereafter enacted during the term of this Agreement, which are applicable to the CONTRACTOR, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.
- H.) The CONTRACTOR and its agents shall be responsible for ensuring that employees do not disturb papers on desks, open drawers, desks, cabinets, or use the telephones, which are provided strictly for the use of the employees of the TOWN.

2.3 Materials, Equipment and Supplies

The CONTRACTOR shall maintain a current list of all materials, equipment, and supplies stored at any TOWN facilities, including chemical material safety data sheets. It will be the responsibility of the CONTRACTOR to provide "Green Seal Certified" cleaning supplies (excluding disinfectants) to perform the required janitorial services. Highly corrosive chemicals, those that cause excessive tearing, those with offensive odors or cause other irritations to building occupants, will not be approved for use. A limited storage area shall be provided for the CONTRACTOR to store necessary materials, equipment, and supplies. The CONTRACTOR shall furnish and maintain all the necessary equipment and shall submit a complete list of the equipment to be used to the Public Works Director on a bimonthly basis.

2.4 CONTRACTOR'S Personnel

- A.) CONTRACTOR shall provide the TOWN with resumes for all principals, management, and supervisory personnel that will support their experience and qualifications to perform these Contract services. CONTRACTOR shall provide supervisory personnel who can adequately communicate on-site, by telephone, and by e-mail with TOWN staff relative to any service problems, or service requirements. CONTRACTOR shall respond to services within two (2) to four (4) hours of notification, in person or by telephone.
- B.) The TOWN shall be furnished a list of all personnel assigned to this Contract. The CONTRACTOR shall be responsible for keeping this list up to date during the contract term.

C.) The CONTRACTOR shall provide the TOWN with a listing, and keep current, to include the names and emergency telephone numbers of supervisory personnel who are assigned to this Contract.

D.) CONTRACTOR'S personnel shall present a professional appearance: neat, clean, well groomed, and courteous and conduct themselves in a respectable manner, in the performance of duties, and while on TOWN property.

E.) The TOWN shall have the right to require the CONTRACTOR to remove from assignment to its facilities such personnel as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interests of the TOWN.

F.) CONTRACTOR must comply with all applicable labor/employment laws and regulations. The CONTRACTOR shall be required to pay its' employees at least the federal minimum wage rate. The TOWN reserves the right to inspect the payroll records of the CONTRACTOR as may be deemed necessary to determine CONTRACTOR'S compliance with the Federal Wage and Hour Law.

3. COMPENSATION AND PENALTIES

- 3.1 The TOWN shall pay the CONTRACTOR in accordance with Fee Schedule, Exhibit B, which is attached hereto and incorporated as reference as part of this Agreement.
- 3.2 CONTRACTOR shall submit monthly invoices for services rendered. Invoices must reference the correct TOWN purchase order number. Each individual invoice shall be due and payable thirty (30) days after receipt of correct, fully documented invoice. All invoices shall be delivered to:
- Finance Department
535 Park Avenue
Lake Park, FL 33403
- 3.3 If any additional services are required above the scope of work, CONTRACTOR shall provide written cost estimate to the TOWN for such services and obtain written authorization to proceed from TOWN before commencing additional work.
- 3.4 If significant items of the scope of work are not completed in full, portions of the monthly contract amount may be withheld for unsatisfactory performance. The amount withheld will be based on photo documented inspections to determine the percentage of the scope not complete:
- a. 0%-50% Scope of Work completion = 50% of monthly contract deduction.
 - b. 50%-89% Scope of Work completion = 25% of monthly contract deduction.

Amount will be withheld from invoice for the month of substandard service. The CONTRACTOR shall have two (2) days to correct any deficiencies which shall be communicated in writing to the CONTRACTOR, before any penalties accrue. Repeated substandard inspection scores may result in termination of the contract.

4. PUBLIC RECORDS

With respect to public records, the CONTRACTOR shall:

- 4.1 Keep and maintain public records required by the TOWN to perform the service.
- 4.2 Upon the request of the TOWN, provide any such public records.
- 4.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
- 4.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR; or keep and maintain the public records associated with the services provided for in the Agreement. If the CONTRACTOR transfers all public records to the TOWN upon completion of the term of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the CONTRACTOR keeps and maintains public records upon completion of the term of the Agreement, the CONTRACTOR shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the TOWN, upon request, in a format that is compatible with the information technology systems of the Town.
- 4.5 If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the CONTRACTOR shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

5. STANDARD OF CARE

- 5.1 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to the TOWN, re-perform services which fail to satisfy the foregoing standard of care.
- 5.2 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

6. INDEMNIFICATION and INSURANCE

The CONTRACTOR shall maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

- 6.1 - Workers' compensation insurance for all employees of the CONTRACTOR for statutory limits in compliance with 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 shall 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.

- Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent CONTRACTORS, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.

- Business auto liability of \$1,000,000.00 per occurrence or combined single limit for bodily injury and property damage liability. This insurance shall be an "any-auto" policy including hired and non-owned auto liability coverage.

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

- All certificates of insurance shall be subject to the TOWN's verification. The TOWN may require the CONTRACTOR to provide a complete certified copy of the insurance policy(ies).

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

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

6.2 Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the CONTRACTOR and the TOWN, at its sole discretion, may cancel the contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

7. AUTHORITY TO PRACTICE

7.1 The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

8. COMPLIANCE WITH LAWS

- 8.1 In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

9. SUB-CONTRACTING

- 9.1 The TOWN reserves the right to accept the use of a sub-CONTRACTOR or to reject the selection of a particular sub-CONTRACTOR and to inspect all facilities of any sub-CONTRACTOR to perform properly under this Agreement. Rejection of any sub-CONTRACTOR will be based on, but not limited to, negative references, insufficient resources, or conviction of a Public Entity Crime.
- 9.2 If a sub-CONTRACTOR fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-CONTRACTOR to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-CONTRACTOR by the TOWN.

10. FEDERAL AND STATE TAXES

- 10.1 The TOWN is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the TOWN will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the TOWN, nor shall the CONTRACTOR be authorized to use the TOWN'S Tax Exemption Number in securing such materials.

11. TOWN'S RESPONSIBILITIES

- 11.1 TOWN shall be responsible for providing access to all project sites and providing paper products for dispensers, soap refills for dispensers, and trash can liners as per the Scope of Work, Exhibit A.

12. SUSPENSION, DEBARMENT, DEFAULT, SEVERABILITY, AND TERMINATION

- 12.1 If any term or provision of this contract is found to be illegal or unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.
- 12.2 The TOWN may, by written notice of default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days after receipt of notice from the TOWN specifying such failure. In the event the TOWN terminates this Agreement in whole or in part because of default of the CONTRACTOR, the TOWN may procure goods and/or services similar to those terminated, and the CONTRACTOR shall be liable for any excess costs incurred due to this action.
- 12.3 The TOWN may, whenever the interests of the TOWN so require, terminate the Agreement, in whole or in part, for the convenience of the TOWN. The

TOWN shall give five (5) days prior written notice of termination to the CONTRACTOR, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONTRACTOR has the right to withdraw, without adverse action, from the entire Agreement.

- 12.4 If the TOWN elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the TOWN may seek the services of the next highest ranked Proposer, or that Proposer which in the sole determination of the TOWN, offers the TOWN the most advantageous opportunity to complete the scope of work.
- 12.5 Unless directed differently in the Notice of Termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.
- 12.6 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the TOWN through the date of termination.
- 12.7 The CONTRACTOR may be suspended for a period not to exceed two years as determined by the finance director based upon the following:
- a. CONTRACTOR defaults or fails to fully comply with the conditions, specifications, or terms of any current or previous bid, quotation, proposal or contract with the TOWN;
 - b. CONTRACTOR commits any fraud or misrepresentation or provides false information in connection with a bid, quotation proposal or contract with the TOWN;
 - c. CONTRACTOR is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - d. CONTRACTOR is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a TOWN government CONTRACTOR. If charges are dismissed or the CONTRACTOR found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the CONTRACTOR to TOWN;
 - e. CONTRACTOR becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;
 - f. CONTRACTOR violates the ethical standards set forth in local, state, or federal law;
 - g. CONTRACTOR fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or

- h. Any other cause the finance director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a TOWN government CONTRACTOR, including but not limited to suspension by another governmental entity for substantial cause.
- 12.8 CONTRACTOR may be permanently debarred for the following:
- a. Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the TOWN twice in any three-year period.
 - b. Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor offeror's commercial enterprise. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the offeror to the TOWN.
 - c. Placement of the CONTRACTOR or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the proposal.
- 12.9 Decision. After the finance director has determined there is cause to suspend or debar CONTRACTOR, the finance director shall notify the CONTRACTOR in writing of the debarment or the period of suspension and the reasons for the action taken.
- 12.10 Finality of decision. The suspension or debarment shall be final and conclusive unless the suspended or debarred CONTRACTOR initiates protest proceedings pursuant to section 2-252 within 21 days after the date of notification.

13. INSPECTIONS AND TESTS

- 13.1 The TOWN may inspect, or arrange for the inspection of, all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications set forth in the order of contract. Any originating department which has the staff and facilities for adequate inspection may be authorized by the finance director to inspect deliveries made to it.
- 13.2 The TOWN shall have the authority to require chemical and/or physical tests or samples submitted with Proposal and samples of deliveries which are necessary to determine their quality and conformance with the specifications. For such tests, the finance director shall have the authority to make use of any facilities of the TOWN where such tests may be competently performed or an outside laboratory may be utilized. Should the product fail such testing, the TOWN may require the CONTRACTOR to pay the TOWN for any expense incurred in testing.

14 GUARANTEE and WARRANTIES

- 14.1 The CONTRACTOR guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, CONTRACTOR certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. CONTRACTOR certifies that it's insurance carrier, as reflected

on any certificates of insurance submitted with its proposal, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

15 CONFLICT OF INTEREST

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

20 'DRUG FREE WORKPLACE CERTIFICATION'

In compliance with Florida Statute (Section 287.087), the 'Drug Free Workplace Certification' form found within Exhibit A must be fully executed and included with this Contract prior to commencement of work.

21 FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a): ('PUBLIC ENTITY CRIMES')

The 'Public Entity Crimes' form found within Exhibit A must be fully executed and submitted with this Contract prior to commencement of work.

21. ANTI-KICKBACK AFFIDAVIT

The anti-kickback affidavit found within Exhibit A must be fully executed and submitted with this Contract prior to commencement of work.

22. 'CERTIFICATION OF NONSEGREGATED FACILITIES'

(Office of Federal Contract Compliance Programs (OFCCP), Executive Order 11246, As Amended; Equal Employment Opportunity)

The 'Certification of Non-Segregated Facilities' form found within Exhibit A must be fully executed and submitted with this Contract prior to commencement of work.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor."

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

23. GOVERNING LAW/VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, of the United States District of Florida, West Palm Beach, Florida.

24. ATTORNEY FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

25. MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both TOWN and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

26. ESCALATION CLAUSE

26.1 The TOWN acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Agreement, the unit prices may be adjusted upward based on Consumer Price Indices mutually agreed upon. The value of the adjustment will be determined by the TOWN.

25. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous agreement and understandings oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the TOWN and the CONTRACTOR.

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

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, TOWN Clerk

By: _____
Michael O'Rourke, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, TOWN Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ___ day of _____ 2017 by James DuBois, Mayor of the TOWN of Lake Park, and who is personally known to me.

(NOTARY SEAL)

WITNESSES:

Notary Public, State of Florida
CONTRACTOR.

By: _____

Printed Name

By: _____

Printed Name

By: _____

Printed Name

Title _____

Attachment B

Palm Beach Sheriff's Office Vendor Fingerprinting/Background Check Instructions (Note:
this process required to gain unescorted access to the Lake Park District 10 Office)

PALM BEACH COUNTY
SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



To PBSO Vendor/Contractor:

Appear in person with valid government issued picture ID at one of the Palm Beach County Sheriff's Office sites listed below for fingerprinting. Give the Fingerprint Aide this letter and inform them that you are an outside vendor/contractor and are being required by PBSO to have your fingerprints submitted electronically. (The below sites are the only PBSO sites which offer electronic submission of fingerprints).

Pine Trail Satellite Office
1937Q N Military Tr
WPB, FL 33409
561-688-3838
Hours of Operation 7am-7pm
Located on the SW corner of
Military Trail and Okeechobee Blvd.

Royal Palm Beach Substation
11498 Okeechobee Blvd
Royal Palm Beach, FL 33411
561-904-8290
Hours of Operation 8am-4pm
Located on the SE corner of
Royal Palm Beach Blvd and
Okeechobee Blvd.

Delray Beach Substation
345 S Congress Av 2nd floor
Delray Beach, FL 33445
561-274-1091
Hours of Operation 8am-4pm

Attention Fingerprint Aide:

Please submit the prints of the holder of this document under MAP to PBSO ORI FL0500000. Write the TCN the subject's prints were recorded under below and include the exact way their name was transmitted. **** Advise the vendor to return this completed document to PBSO to receive their ID badge****

TCN:

70SX50_00000 _____

Name as it was transmitted:

Date prints were submitted:

Submitted by Fingerprint Aide:



PALM BEACH COUNTY SHERIFF'S OFFICE FINGERPRINTING SERVICES

Monday thru Friday only*

www.pbso.org

There is a charge of \$10.00 (cash only) per card for general public fingerprinting. Photo I.D. required.

DELRAY BEACH

SHERIFF'S OFFICE SUBSTATION
2nd FLOOR at the INFORMATION BOOTH
345 South Congress Avenue, Delray Beach, FL 33445

(561) 274-1091

Hours of Operation 8AM-4PM (Mon.-Fri.)

General Public



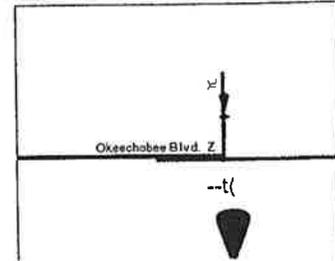
PINE TRAIL CENTER

SHERIFF'S OFFICE SATELLITE
1937 Q North Military Trail, West Palm Beach, FL 33409

(561) 688-3838

Hours of Operation 7AM-7PM (Mon.-Fri.)

General Public



ROYAL PALM BEACH

SHERIFF'S OFFICE SUBSTATION
11498 Okeechobee Blvd., Royal Palm Beach, FL 33411

(561) 904-8290

Hours of Operation 8AM-4PM (Mon.-Fri., *closed Wed.)

General Public



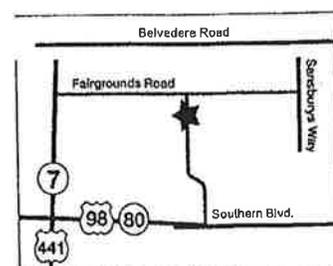
CENTRAL DETENTION CENTER

SHERIFF'S OFFICE FACILITY
673 Fairgrounds Road, West Palm Beach, FL 33411

(561) 688-4990

Hours of Operation 8AM-4PM (Mon.-Fri.)

CRIMINAL REGISTRANTS ONLY



Paula LeBlanc

From: Angela Kirchwehm <AKirchwehm@Rehrig.com>
Sent: Wednesday, January 02, 2019 10:51 AM
To: Paula LeBlanc; Matt Callier
Cc: Dwayne Bell; Richard Scherle
Subject: RE: Invoice #50013211

Morning Paula, I have submitted the below request to our accounting department. Once I hear back from them I will provide an update!

Angela Kirchwehm
Environmental Customer Service Specialist
Rehrig Pacific Company
Phone: 262.947.5948
Email: akirchwehm@rehrig.com
[Rehrig Pacific Company](#) | [linkedin](#)



From: Paula LeBlanc [mailto:pleblanc@lakeparkflorida.gov]
Sent: Wednesday, January 2, 2019 7:28 AM
To: Matt Callier <MCallier@Rehrig.com>; Angela Kirchwehm <AKirchwehm@Rehrig.com>
Cc: Dwayne Bell <dbell@lakeparkflorida.gov>; Richard Scherle <rscherle@lakeparkflorida.gov>
Subject: Invoice #50013211

Good Morning Mr. Callier and Ms. Kirchwehm:

I was processing the above invoice and noticed that we were charged tax; would you please have the invoice adjusted and resubmitted for payment?

I have attached a copy of our Tax Exempt Certificate in case you need it.

Sorry for the inconvenience and thank you for your assistance.

Paula J. Leblanc

Town of Lake Park
Public Works Department
640 Old Dixie Highway, Lake Park, FL 33403
Phone: (561) 881-3345
Fax: (561) 881-3349
Email: pleblanc@lakeparkflorida.gov

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

INSERT ACKNOWLEDGEMENT OF RECEIPT OF ALL ADDENDUM HERE

Date: _____

ADDENDUM NO. 1

TOWN OF LAKE PARK

PROJECT NAME: _____

PROJECT NO. _____

BID NO. _____

Each recipient of the Addendum No. 1 to the bid who responds to the bid acknowledges all of the provisions set forth in the Invitation to Bid and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for (Project Name)
Town of Lake Park Bid No. _____

SEE ATTACHMENT

Bidders must acknowledge receipt of the Addendum No. 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed.

Failure to return this addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park
Office of the Town Clerk
Date: _____

Signed By: _____
Vivian Mendez
Town Clerk

Bidder: _____

Signed By: _____
Print Name: VIDA V VIDA
Title: PS
Date: 11/13/12

End of Addendum No. 1

November 3, 2017

Addendum No. 1: RFP NO. 108-2017

Project Name: *Custodial Services Three Year Term Contract for Town Hall, PBSO District 10 Substation, Public Works Department, Library, Lake Park Harbor Marina, Lake Shore Park Restrooms, and Kelsey Park Restrooms.*

Each recipient of Addendum No. 1 to the RFP who responds to the RFP acknowledges all of the provisions set forth in the RFP and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and become part of the contract documents.

1. Adjustment to Technical Details, pg. 15 – Location A – Town Hall, 535 Park Avenue.

- The cleaning of the mirror ballroom wood floor is now part of the scope and associated pricing should be included under item 3A (Town Hall price proposal). Cleaning shall consist of dry dust mopping (mop heads to be supplied by Town) and light damp spot mopping only (no heavy water use) and shall occur two times per week.
- Replace “ballroom with stage (not part of the regular cleaning duties)” with “ballroom with wood floor totaling 2,300 square feet”, page 15.

2. Custodial Consumables Pick-Up location: Per the RFP documents, the Town will supply all consumables (paper products, trash can liners, and soap refills). The Contractor shall initiate requests for supplies as directed in the RFP document. The items will then be assembled and placed for pickup at the Public Works facility located at 640 Old Dixie Hwy, and it will be the Contractor’s responsibility to pick up supplies and distribute to the storage areas of each cleaning site. The Lake Park Harbor Marina shall supply its own consumables to be used only at the Marina. The remaining six locations’ consumables will be supplied by Public Works (and shall not be used for the Marina)

3. Supplement to Technical Details, pg. 25 – Location G – Kelsey Park Public Restrooms

- The restroom has a combined approx. square footage of 240 sq. ft.

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed. **Failure to return this addendum with your proposal submittal will be cause for disqualification.**

CLARIFICATIONS/EXCEPTIONS

Please list any clarifications of your proposal in this section, as well as any exceptions you may have. If there are none, indicate "N/A" on this sheet and submit with Proposal.

Clarification: Total price of the 3 year contract includes 2% of the Janitorial Bond cost.

INSERT COPY OF PROPOSAL SECURITY HERE

1. Proposal Security is required. Proposal security shall be in the form of a Letter of Credit, or a certified cashier's check, and must be equal to at least 5% of proposed base price for Year One services, which includes the one-time initial cleaning charges required to bring locations into contract compliance.
2. Proposals which are submitted without the required proposal security shall be rejected.

INSERT PROOF OF JANITORIAL SERVICES BONDING HERE

SEE ATTACHMENT



01/23/2017

To whom it may concern:

This letter is to certify that Custom Cleaning & Management Services is able to obtain a Bond through any of the AM Best rating companies we represent based on the information reviewed by our Insurance Agency, in the limits stipulated in the contract and the insurance requirement from the Contractor.

If you have any question, please do not hesitate to contact our office.

Thank you very much for your attention.

Sincerely,

Freddy Britos
Insurance Agent
License Number A030534

8475 Bird Road – Miami, FL 33155 - Phone: 305-552-1758
Fax: 305-226-6418 email: freddybritos@yahoo.com

INSERT STATEMENT OF CAPACITY TO PERFORM HERE

SEE ATTACHMENTS



Aida Veronica Vidal
561-746-2700
vvidal@ccmspb.com

Capacity Statement

Core Competencies

Custom Cleaning & Management Services (CCMS) provides thorough cleaning services to include janitorial, building maintenance as well as specializing in post construction cleaning.

Janitorial Cleaning
Custodial Cleaning
Window Cleaning

Floor Maintenance
High Rise Window Cleaning
Porter Services

Carpet Cleaning
Pressure Cleaning

Past Performance

Arthritis Foundation
(561) 436-8004
Barbara Floering
bboydfloering@arthritis.org

Way South House
(561) 278-0055
Susan Chandler
schandler@waysidehouse.net

Nutrition S'mart
561-694-0644
Richard Mills
RMills@NutritionSMart.com

Differentiators

It is our Goal to provide exceptional and custom services to all our clients.. A Looking Forward Company with an emphasis on an old fashion idea, 100% customer satisfaction.

COMPANY NAME: Custom Cleaning and Management Services Corp.
DBA: CCMS
EIN: 20-1319048-001
DUNS: 800335742

Corporation

PHONE: 561-746-2700
FAX: 561-746-2037
WEBSITE: www.ccmspb.com

ADDRESS: 21 N. Hepburn Ave
Suite 24
Jupiter , FL 33458

INSERT RESUMES OF PRINCIPALS, MANAGEMENT, AND SUPERVISORY PERSONNEL
HERE

SEE ATTACHMENTS

AIDA VERONICA VIDAL

21 North Hepburn Ave. suite 24, Jupiter, Florida 33458 | H: 561-839-5182 | C: 561-305-0041 |
ccservices_corp@msn.com

EXECUTIVE PROFILE

Women Business Entrepreneur. CCMS President since 2004. Visionary Operations Executive with solid experience managing all levels of multiple projects including budgeting and administration. For more than 15 years developing strategies for the company to effectively commit to cost effective management of resources and quality performance. Full management, evaluation and negotiation of government contracts. Developing strategies to train and motivated skilled service professionals.

SKILL HIGHLIGHTS

Small business development	Budgeting expertise
New Business Development	Self-motivated
Project management	Client account management
Project Planning	Training and Development
Operations Management	Team Building
Business Operations	Team Leadership
Government Contracts	Problem Resolution

PROFESSIONAL EXPERIENCE

07/2003 to present

CHIEF EXECUTIVE

Custom Cleaning and Management Services, Corp. — Jupiter, Florida

- Created executive, analysis reports, highlighting business issues, potential risks and profit opportunities.
- Developed and implemented efficient accounting, financial and operational systems.
- Identified strategic partnerships and gathered market information to gain competitive advantage.
- Negotiated and reviewed business contracts and financial models with profitability and financial success in mind.
- Analyzed complex regulation and policy documents that directly impacted budgetary and financial matters.
- Recommended innovative alternatives to generate revenue and reduce unnecessary costs.
- Lectured on financial management strategies and problem resolution techniques.
- Execute and track RFPs and bids to develop new business opportunities.
- Optimized current revenue streams by networking for additional business prospects with established clients
- Developed growth plans by identifying key clients, key targets and priority service lines.
- Leverage existing network of contacts with new commercial prospects Coordinated and managed major proposal process from initiation to implementation.

CORE ACCOMPLISHMENTS

- *Business Development-Project Management*
 - Successfully grew business by continue Education trough SBA development center workshops, PTAC procurement education,
 - Directed the successful effort to get Custom Cleaning and Management Service LEED certified. US green Business Council -LEED Certification.
 - Developed annual budgets, including determining short and long-term goals to support the overall profit and growth objectives.
 - Increased year-over-year since 2009 sales by 30.98%, reducing annual operating costs as well by 8%
- Operations Management:*
- Managed field operations since 2004 to present.
 - Handled all functions related to "doing business with the government".

LEADERSHIP-COMMUNITY WORK

Working as an Ambassador for the **PUERTO RICAN HISPANIC CHAMBER OF COMMERCE** of Palm Beach from 2007 to 2010.

2011 Became Director of Business Relations for the **PUERTO RICAN HISPANIC OF COMMERCE** to connect our small business members with our community with the purpose of expanding business in connection with our community needs.

Chairperson for the **PUERTO RICO HISPANIC CHAMBER OF COMMERCE** on Government Workshops for our members to become high-qualified government vendors since 2012 to present.

Appointed by the office of small business to the Palm Beach County Board of Commissioners as member of the committee Advisory From October 2013 -2016.

Work presented to Congressman H. Theodore Dutch suggesting a reform to the small business classification.

Advisory Board member **PALM BEACH STATE COLLEGE** – ENTREPRENUERSHIP PROGRAM 2017.

Board of Director **NAWIC** – National Association of Woman in Construction – Chapter 32 South Florida Region.

EDUCATION

- **1996 Bachelor degree in Arts:** Film Critic-Visual Arts **Universidad de Buenos Aires** – Capital Federal, Buenos Aires, Argentina
- **1992 Bachelor in Arts:** Stage designer **University of Salvador** – Capital Federal, Buenos Aires, Argentina
- **2015 Florida State University** –Entrepreneurship Program for CEO's
- Coursework in Business writing and proofreading - Palm Beach State College, Center for Business and Entrepreneurship- 2013
- Coursework in Business Law for Small Business - Palm Beach State College, Center for Business and Entrepreneurship- 2013
- Coursework in Employment Law for Small Business - Palm Beach State College, Center for Business and Entrepreneurship- 2013
- Coursework in LEED Associate-US Green Business Council 2012
- Marketing your Business-SBDC Small Business Development Center - College of Business,

FAU -2007

- Bids and Business in Palm Beach County-SBDC Small Business Development Center - College of Business, FAU -2007
- Bookkeeping for your small Business-SBDC Small Business Development Center - College of Business, FAU -2007
- Anatomy of a Government Proposal-SBDC Small Business Development Center - College of Business, FAU -2007
- Principles of Investment -Vivian Cubilla from Edwards Jones Jupiter Community Center-2007
- The Internet and Government Websites for Business Opportunities - SBDC Small Business Development Center - College of Business, FAU -2008

Jose Hernandez

301 Shoreview Drive - Green Acres - FL - 33463 - 561-722-9664 - pepino0219@yahoo.com

Summary

Extremely talented and dependable Supervisor/Coordinator with the ability to operate and oversee workers at job sites. As the point of reference for workers and key personnel. I have a solid background in the field of leadership and extensive experience has earned me the ability to work with others and make quick decisions to get the job done.

Skills / Abilities

- Quality Control procedures
- Employee performance reviews
- Walk-thru procedures
- Problem solving abilities
- OSHA compliance
- Knowledge of painting techniques and procedures
- Safety training
- Supervision and Coordinating Teams
- New employee training
- Expert paint mixer
- Estimating cost control

Professional Experience

Field Coordinator-Supervisor / Custom Cleaning and Management Services Jupiter, FL / 2016- Present

- OSHA 30 hr
- Certified in Aerial & Scissor Lift operations
- Experience performance in supervising government sites
- Safety training and procedures compliance with OSHA standards
- Coordinate project activities
- Quality control
- Performance reviews
- STP procedures daily
- Inspect work environment and conditions
- Incident reports
- Implements equipment maintenance
- Ensure manpower and resources are adequate

Painter - Supervisor / A-1 Paint Inc. Lake Worth, FL / 1989-2015

- Supervised teams for over 17 years
- Prepared surfaces to be painted
- Training of new employees
- Measured areas and estimated job cost for paint
- Inspect buildings monthly for touch-ups where required
- Complete projects in a timely matter
- Safety training instructor

Education

- High School (1982)

Maria Alejandra Yrigoyen-Hoffman

8330 SE Pine Cir. Hobe Sound, FL 33455 Cell: 772-209-2733 marialehoffman@yahoo.com

SUMMARY: Bilingual versatile and innovative professional with comprehensive knowledge of teaching principles and solid experience managing all levels of multiple projects including budgeting and administration. Meticulous, excellent at juggling multiple tasks and working under pressure. Strong leadership and relationship-building skills. Dependable and highly organized with superior attention to detail and follow through.

KEY SKILLS/QUALIFICATIONS

- Strategic planning
- Leadership
- Solid writing, editing and oral communication skills.
- Excellent human relations skills.
- Superior ability to achieve immediate and long-term goals.
- Proven ability to analyze, plan, manage and motivate.
- Enjoy working as a team member or individually.

WORK EXPERIENCE

Office Manager/Executive Project Administrator

Custom Cleaning and Management Services, Corp, Jupiter, Florida 2014 to Current

- Management, staffing, budgeting, scheduling and coordination of equipment and resources.
- Front line interaction with employees, supervisors, customers, auditors, maintenance staff, third party vendors and service providers.
- Financial duties include responsibility for budgeting, income and financial statements, monthly and quarterly cost and revenue reporting, and overall site profitability.
- Meet with potential customers.
- Interaction with local trade groups and industry associations.
- Attend industry seminars and ongoing educational webinars and trade shows.
- Payroll preparation
- Contract management.
- Effective coordination of all administrative and accounting phases involved in the completion of commercial projects.
- Record keeping, payment allocation, job costing, and analysis of profit margins vs goals
- Creation and implementation of company-wide safety policies and programs in compliance with federal, state, and local regulations
- Assist in the creation of the marketing plans for new products and campaigns.

ELS Nighttime Coordinator

EI Sol Jupiter Neighborhood Resource Center, Jupiter, Florida 2014-2015

- Develop curriculum and lesson plans for all levels of program.
- Coordinate registration of students.
- Teachers and volunteers recruitment and training.

- Supervise volunteers and teachers.
- Data entry on SERTS.
- Process certifications for graduates.
- Coordinate Graduation Ceremony.
- Prepare quarterly and year-end reports.

Plazas Comunitarias Coordinator

EI Sol Jupiter Neighborhood Resource Center, Jupiter, Florida 2015

- Develop curriculum and lesson plans for all levels of program.
- Coordinate registration of students.
- Teachers and volunteers recruitment and training.
- Supervise volunteers and teachers.
- Data entry on SERTS.
- Process certifications for graduates through coordination with Consulate representative.
- Coordinate Graduation Ceremony.
- Prepare quarterly and year-end reports.

ELS Daytime Teacher

EI Sol Jupiter Neighborhood Resource Center, Jupiter, Florida 2013-2015

- Prepare lesson plans to teach English language skills that enable students to effectively communicate in English.
- Introduce cultural aspects to ESL students, especially to those who are new to the country.
- Instruct students on Staying Healthy program.

Cashier/Cook

Paradise Burgers, McCall, Idaho 2007-2009

- Took orders from patrons for food or beverages.
- Provided courteous and informative customer service in an open kitchen format.
- Provided nutritious, safe, visually appealing, innovative and properly prepared food.
- Quickly and kindly resolved all guest problems and complaints.

Supervisor

Centro Formativo Preuniversitario Cayetano Heredia, Lima, Peru 2004-2006

- Taught Introduction to Biology to high school students.
- Helped develop lesson plans for each class.
- Met one-on-one with students who struggled most with the course.
- Supervised and scored exams.

ADDITIONAL EXPERIENCE

Executive Secretary, Electoral Committee

Universidad Peruana Cayetano Heredia, Lima, Peru 2004-2007

- Document management, calendar organization and collateral preparation for meetings and elections procedures.
- Drafted meeting agendas, supplied advance materials and executed follow-up for meetings and team conferences.

- Designed electronic file systems and maintained electronic and paper files.
- Wrote reports and correspondence from dictation and handwritten notes.
- Created weekly and monthly reports and presentations.
- Answered phones, made copies, sent faxes, and performed other administrative duties.

Student Representative, Academic Council

Universidad Peruana Cayetano Heredia, Lima, Peru 2006-2007

Volunteer in the Maternity Unit

Hogar para adolescentes madres "Reina de la Paz" Lima, Peru 2003-2005

- Assisted nuns with duties and daily tasks.
- Watched over infants in the nursery.
- Filled chart work, stocked nursery supplies, compiled necessary paperwork for patients.

EDUCATION

Universidad Peruana Cayetano Heredia, Lima, Peru. 2004-2007

Major in Biology.

Colegio Privado Bilingue Reina de los Angeles, Lima, Peru. 1991-2003

COMPUTER/LANGUAGE SKILLS

- Fluent in Spanish and English.
- FCE (First Certificate of English) Certified.
- Basic French.
- Proficient with Microsoft Word, Excel, PowerPoint, Internet Explorer.
- Proficient with Quickbooks.

Keila Reyes Ovando

1805 Wedgewood Drive – Riviera Beach – FL - 33404 - 561-223-5238 - keilareyes2003@hotmail.com

Summary

Warehouse and inventory manager with the ability to overcome obstacles and make quick firm decisions. Innovative ideas in managing and tracking inventory. A liason in all departments and levels to meet inventory goals, maintenance of equipment and business expectations

Skills / Abilities

- Placing orders
- Receiving and processing inventory
- Problem solving abilities
- OSHA compliance
- Coordinating Teams
- Quality control
- Bi-lingual

Professional Experience

Warehouse Manager/ Custom Cleaning and Management Services Jupiter, FL / 2014- Present

- Receiving and processing incoming stock
- Placing orders
- Organizing and retrieving stock
- Allocating stock to proper job sites
- Maintaining equipment
- Designates storage areas in a orderly manner
- Safely operate all necessary equipment

Cashier Attendant – Stocker / Shell Gas Station / Palm Beach Gardens, FL / 2011 -2014

- Collecting cash and processing credit cards for customer
- Stocking of goods and merchandise
- Collect and dispose trash
- Lottery tickets

Education

- High School (2008)

Nikki Lynne Bohm

3416 SW Porpoise Circle, Stuart, FL 34997

561-632-6224

nikkilynnebohm@gmail.com

Summary

Flexible accountant who adapts seamlessly to constantly evolving accounting procedures and technology. Adept at budget forecasting, financial reporting, and corporate tax planning. Specializes in financial planning, reporting and analysis in both private and public sectors.

Skills Summary

- Organized
- Detail-oriented
- Analytical
- Reporting Proficiency
- General ledger accounting
- Team leadership
- Financial statement analysis
- Account reconciliation expert
- Budget forecasting expertise

Accounting Manager

**Custom Cleaning and Management Services, Jupiter FL
2007-Present**

- Thoroughly review financial statements and tax audits to correct any discrepancies.
- Analyzed cost and revenues to project future trends
- Supplied detail tax documentation needed to submit accurate corporate returns
- Coordinate with CEO to analyze fixed asset additions and retirements
- Align all financial activity with regulations

Senior Account Manager

**Dr. Aldo Gomez
1987-2007**

- Revise work procedures
- Collaborate extensively with auditors during preliminary and year end processes
- Investigate and resolve discrepancies in monthly accounts while under tight deadlines
- Educate management on strategies for minimizing tax liability
- Thoroughly review financial statements and tax audits to correct any discrepancies.
- Analyzed cost and revenues to project future

Education

Bachelor of Science Accounting
Boston Mass 1985

Olga M. Bashaireh

West Palm Beach, FL 33409

Phone: 561-201-6914

o.mariabashaireh@gmail.com

Office Administrative Assistant with exceptional customer service and decision making skills. Strong work ethics, professional demeanor, and great initiative. Proficient at quickly learning new procedures and taking ownership of diverse projects.

Ability Summary

Quick-books, Computer-Ease & Sage PeachTree
Allegro Software
Strong communications skills (written & verbal)
Human Resources
Multi-line phone system
Notary Public
Detailed oriented
A/P & A/R Assistant
Organizing /Managing skills

Proficiency Microsoft Office and Excel
Scheduling Appointments
Answering Telephone
Recruiting
Efficient Managing Administrative Processes
Attention to Detail and High Level of Accuracy
Ability to multi-task in fast pace environment
Team collaboration and building
Bilingual English & Spanish

Employment History

Administrative Assistant, Custom Cleaning & Management Services, Jupiter, FL 2017 – Present

- Assisting in putting together proposals for government, construction and residential bids.
- Data entry of payment transactions and customer invoices
- Contracts and documentations

Marketing Research Recruiter, Atlantic Clinical Research, Boynton Beach, FL 2016 – 2017

- Identify patients requirements by clinical studies
- Determined patient qualifications by interviewing patient
- Scheduled patients according to doctors recommendations of study
- Scan and Upload patient documents into patient database profile

Receptionist, Industrial Equipment Specialist, WPB, FL 2016 – 2016

- Maintained and update customer and vendor information
- Assisted with customer payments
- Processed reports once after managing data entry activities
- Order and pick up parts and distribute to mechanics

Office Administrator, Division 7 Specialty Contractors/ Allstate's Fireproofing Inc., Riviera Beach, FL 2000 – 2014

- Overall duties of the company's daily operations
- Managed account payables and receivables, payroll taxes, warranties, notaries, human resources, conduct safety meetings and enforce safety procedures, corporate events

Education

Psychology, 1 Year, Inter-Americana University, Aguadilla, PR

Medical Receptionist Certificate of Completion, Ramey Job Corps, Aguadilla, PR

High School Diploma, Lorain High School, Lorain, OH

INCLUDE OFFICIAL PROOF OF EXISTING INSURANCE

SEE ATTACHMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/17

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

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

PRODUCER All City Bird Rd, Insurance Agency 8475 Bird Road Miami, FL 33155 Phone (305)552-1758 Fax (305)226-6418		CONTACT NAME: Freddy Britos PHONE (A/C, No, Ext): (305)552-1758 FAX (A/C, No): (305)226-6418 E-MAIL ADDRESS: allcitybirdroad@hotmail.com	
INSURED CUSTOM CLEANING AND MANAGEMENT SERVICES, CORP. 21 N Hepburn Avenue #24 Jupiter, FL 33458- (561) 746-2700		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Lloyds of London	S2170
		INSURER B: Progressive Express Insurance Co.	10193
		INSURER C: Starstone Specialty Insurance Co	44776
		INSURER D: Technology Insurance Company	42376
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 095 REVISION NUMBER: 001

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y Y	CIBFL0013008	04/14/2017	04/14/2018	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	Y Y	08461480-7	08/24/2017	02/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS\$	Y Y	85431R171ALI Follow form	04/14/2017	04/14/2018	EACH OCCURRENCE \$ 5,000,000.00 AGGREGATE \$ 5,000,000.00 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A Y	TWC3662828	10/04/2017	10/04/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER. E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

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

JANITORIAL SERVICES

CERTIFICATE HOLDER

CANCELLATION

INSURED'S COPY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
----------------	---

LIST OF REFERENCES

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

REFERENCE #1

Company/Agency Name: Arthritis Foundation
Address: 400 Hibiscus Street
West Palm Beach, FL 33401
Point of Contact: Barbara Floering
Phone Number: 561-436-8004
Fax Number: na
E-mail: bboyardfloering@arthritis.org
Project Description: **Janitorial Services, high rise window cleaning**

REFERENCE #2

Company/Agency Name: Wayside House
Address: 378 NE Sixth Avenue
Delray Beach, FL 33483
Point of Contact: Susan Chandler
Phone Number: 561-278-0055
Fax Number: na
E-mail: schandler@waysidehouse.net
Project Description: **Janitorial services, window cleaning, floor maintenance (strip & wax), window cleaning**

REFERENCE #3

Company/Agency Name: Nutrition S'mart
Address: 4155 Northlake Blvd.
West Palm Beach, FL 33410
Point of Contact: Richard Mills
Phone Number: 561-694-0644
Fax Number: 561-694-6612
E-mail: RMills@NutritionSmart.com
Project Description: **Cleaning service, Janitorial services, floor maintenance (strip-wax-buffing), window cleaning**

INCLUDE PROOF OF PROPER LICENSING (COPIES of ACTUAL APPLICABLE LICENSING
TO PERFORM THE REQUIRED SERVICES)

SEE ATTACHMENTS



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

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

****LOCATED AT****

21 N HEPBURN AVE STE 24
 JUPITER, FL 33458

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0007 CLEANING SERVICE	VIDAL AIDA		B17.508770 - 09/14/17	\$33.00	B40125292

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

B1 - 586

CUSTOM CLEANING AND MANAGEMENT SERVICES CORP
 CUSTOM CLEANING AND MANAGEMENT SERVICES CORP
 21 N HEPBURN AVE STE 24
 JUPITER, FL 33458

STATE OF FLORIDA
PALM BEACH COUNTY
2017/2018 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200716009
EXPIRES: SEPTEMBER 30, 2018

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



Town of Jupiter
210 Military Trail, Jupiter, FL 33458
Website: www.jupiter.fl.us
Phone: 561-741-2318
Email: TOJBTR@jupiter.fl.us

LOCAL BUSINESS TAX RECEIPT - ESTABLISHMENT

Business Name	Location	BTR Number
CUSTOM CLEANING AND MANAGEMENT	21 N Hepburn Ave 24, Jupiter, Fl 33458	15-28699

Classification	Registration Holder	Total Fee
Cleaning Service	Aida Vidal	\$75.00

Expires: September 30, 2018

DISPLAY IN PLACE OF BUSINESS
NON-TRANSFERABLE

Dear Business Owner:

This is your new Business Tax Receipt. Verify the information and display it conspicuously at your place of business, open to the view of the public.
This tax is in addition to and not in lieu of any other tax required by law or municipal ordinance and is subject to regulations of zoning, health, and any other lawful authority.
Tax receipts may be transferred to a **new owner** when evidence of a sale is provided; the original tax receipt is surrendered and a transfer fee is paid.
Tax receipts may be transferred to a **new location** when proof of zoning approval is provided; the original tax receipt is surrendered and a transfer fee is paid.
Business name changes require a new tax receipt to be issued.
This tax receipt **expires on September 30 th** of each year. Renewal notices are emailed between July and August. Make sure your e-mail address is up to date on your account to ensure you receive your renewal reminder.

We hope you have a successful year,
Town of Jupiter

21 HEPBURN
JUPITER, FL 33458

LIST OF SUBCONTRACTORS AND PRIME VENDORS

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

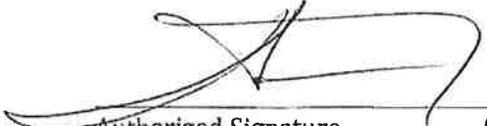
<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1) Supply Works	/ 3031 North Andrews Ave Ext., Pompano Beach, FL 33064	/ 561-373-8294 Craig Bierman
2) Neeld paper & Supplies	/ 1134 53rd Court north, Wst Palm Beach, FL 333407	/ 561-841-6601 Sandra
3) Best Way Cleaning Supplies	/ 1630 Cyress Drive, Jupiter, FL 33469	/ 561-748-3667 Toby
4)	_____	
5)	_____	

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of Custom Cleaning and Management Services Corp., maintains a drug-free workplace program, and that the following conditions are met:

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

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



Authorized Signature

(Date) 11/13/2017

Aida Veronica Vidal / CEO
Name & title (typed)

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

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

Before me, the undersigned authority, personally appeared Aida Veronica Vidal, who, being by me first duly sworn, made the following statements:

1. The business address of Custom Cleaning and Management Services Corp.
(Name of offeror or CONTRACTOR)

is 21 N. Hepburn Avenue, Suite 24, Jupiter, FL 33458.

2. My relationship to Custom Cleaning and Management Services Corp.
(Name of offeror or CONTRACTOR)

is CEO / President.

(Relationship such as sole proprietor, partner, president, vice president, etc.)

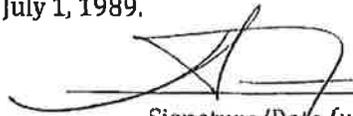
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or CONTRACTOR nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror

or CONTRACTOR nor any affiliate of the Offeror or CONTRACTOR has been convicted of a public entity crime subsequent to July 1, 1989.

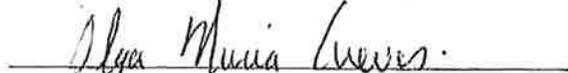

11/13/2017
Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of
Florida _____ an

d

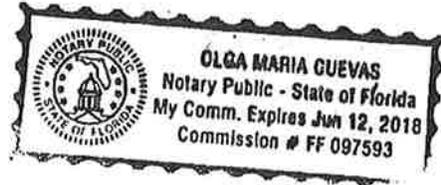
county of Palm Beach

on the 13th day of November, 2017.


Notary Public

My commission expires: June 12, 2018

(Affix seal)



ANTI-KICKBACK AFFIDAVIT

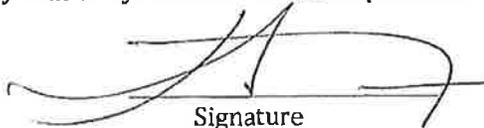
STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Aida Veronica Vidal
_____, who, after being by me first duly sworn, deposes and says:

(1) I am CEO/President of CCMS, the offeror that has submitted a
proposal to perform work for the following project:

Contract # RFP 108-2017 Project name: Custodial Services Three Year Term Contract for Town Hall, PBSO District 10 Substation, Public Works, Department, Library, Lake Park Harbor Marina, Lake Shero Park Restrooms, and Kelsey Park Restrooms

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


Signature

Subscribed and sworn to (or affirmed) before me this 13th day of November 2017
by Aida Veronica Vidal, who is personally known to me or who has
produced Florida Drivers License as identification.

NOTARY SEAL:



Florida

Notary Signature: Olga Maria Cuevas

Notary Name: Olga Maria Cuevas
Notary Public-State of

CERTIFICATION OF NON-SEGREGATED FACILITIES

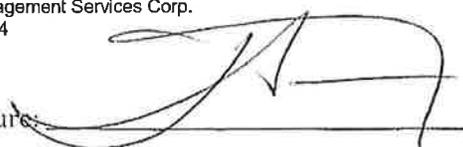
The offeror certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he,/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained.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

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

Project Name: Custodial Services Three Year Term Contract for Town Hall, PBSO District 10 Substation, Public Works, Department, Library, Lake Park Harbor Marina, Lake Shore Park Restrooms, and Kelsey Park Restrooms

Company Name and Address: Custom Cleaning and Management Services Corp.
21 N. Hepburn ave, Suite 24
Jupiter, FL 33458

Signature: _____



Name & Title: Aida Veronica Vidal CEO/Preident

END OF REQUIRED SUBMITTAL CONTENT



Evaluation Committee Meeting Minutes
Town of Lake Park, Florida

Town RFP 108-2017
Custodial Services – 3 year Term Contract for
Town Hall, PBSO District 10 Substation, Public Works Department,
Library, Lake Park Harbor Marina, Lake Shore Park Restrooms
And Kelsey Park Restrooms
Wednesday, December 13, 2017 2:00 p.m.
Commission Chamber, Town Hall, 535 Park Avenue

The Evaluation Committee met to review submittal for RFP No. 108-2017 on Wednesday, December 13, 2017 at 2:00 p.m. Present were Finance Director Lourdes Cariseo, Interim Public Works Director Richard Scherle, Special Events Director Riunite Franks, Assistant to the Town Manager Janet Perry and Deputy Town Clerk Shaquita Edwards.

Finance Director Cariseo called the meeting to order at 2:00 p.m., she introduced herself and staff as members of the Evaluation Committee for RFP No. 108-2017 Custodial Services, 3-year services contract for the Town of Lake Park facilities.

Interim Public Works Director Scherle asked for a moment to review submittals prior to discussion. Finance Director Cariseo announced that four bids were received in response to the request for proposals: United States Service Industries Inc. (USSI), Sunshine Cleaning Systems Inc., Custom Cleaning & Management Services, and Chi-Ada Corporation. Assistant to the Town Manger Perry and Special Events Director Franks explained that their copies of the proposal for Sunshine Cleaning Systems, Inc., lacked information. Interim Public Works Director Scherle provided Assistant to the Town Manger Perry and Special Events Director Franks with the additional information for their review. Discussion ensued and the Evaluation Committee determined that all information was included. The Evaluation Committee ranked the four submittals based on price consideration, experience, and qualifications; Finance Director Cariseo calculated the average percentage for each submittal, USSI was ranked highest (see Exhibit "A").

Finance Director Cariseo explained that a Notice of Recommendation would be posted based upon the results of the ranking. She explained that the Agreement would be brought before the Town's Commission at a future Regular Commission Meeting for review and execution. She explained that the date of the future Regular Commission Meeting would be determined and communicated to all interested parties.

ADJOURNMENT:

With no further business to be discussed by the Evaluation Committee, the meeting adjourned at 2:33 p.m.

**Shaquita
Edwards**

Digitally signed by Shaquita Edwards
DN: cn=Shaquita Edwards, o=Town of
Lake Park, ou=Town Clerk's Office,
email=sedwards@lakeparkflorida.gov,
c=US
Date: 2017.12.20 09:36:19 -05'00'

Deputy Town Clerk Shaquita Edwards

Exhibit "A"

December 13, 2017, 2:00 p.m. EST

Evaluation Committee Ranking Worksheet

RFP No. 108-2017 - Custodial Services Three Year Term Contract

COMMITTEE MEMBER: Richard Scipione

luciano

PROPOSER:	Price Consideration (Max. of 50 Points)	Experience and Qualifications (Max. of 50 Points)	POINT TOTALS (Max. of 100 Points):
USSI, Inc.	30	40	70
Sunshine Cleaning Systems Inc.	20	40	60
Custom Cleaning and Management Services Corp.	40	20	60
Chi-Ada Corporation	50	20	70

43471
128,993
42765
129,963
43121
84400
124,707
30682
84600

22 yrs

21 yrs

PROPOSER:	Price Consideration (Max. of 50 Points)	Experience and Qualifications (Max. of 50 Points)	POINT TOTALS (Max. of 100 Points):
USSI	50	36.7	86.7
Sunshine	48	25.3	73.3
Custom	40	35	75
Chi-ada	40	40	80

avg

- ① USSI
- ④ Sunshine
- ③ Custom
- ② Chi-ada

PART IV – PROPOSAL EVALUATION AND AWARD

1. GENERAL

All Proposals submitted in response to this RFP will be evaluated by the TOWN'S Selection Committee based upon information supplied per *Part III – Proposal Submission Requirements and Required Forms* and utilizing criteria specified in *Part IV – Proposal Evaluation and Award*.

2. EVALUATION CRITERIA

The review and analysis of the Proposals by the Selection Committee will be based on the following criteria:

- Submission of a complete package including all forms.
- Experience and Qualifications
- Price Proposal

3. EVALUATION METHOD

Selection Committee members will conduct a completeness review of the Proposals. Proposals must include all requirements specified in *Part III – Proposal Submission Requirements and Required Forms*. Those Proposals found to be complete will then be ranked by individual members of the Selection Committee.

Table 2 – Evaluation Criteria, Points and Scoring Methodology provides guidelines for the Selection Committee members for the ranking of Proposals. In each category where points are to be assigned, PROPOSERS may receive up to the maximum allowable number of points from an individual Selection Committee member. Total points of each Selection Committee member for each Proposal will be tallied and averaged. Proposal with highest total average score will be ranked first.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Table 2: Evaluation Criteria, Points and Scoring Methodology

EVALUATION CRITERIA	POINTS
Experience and Qualifications	<u>50</u>
Price Proposal	<u>50</u>
<u>TOTAL</u>	<u>100</u>

4. AWARD

The TOWN anticipates award to the PROPOSER who submits the Proposal judged by the TOWN to be the most advantageous. If the TOWN and this PROPOSER cannot negotiate a successful agreement, the TOWN may terminate such negotiations and begin negotiations with the next highest ranked PROPOSER. No PROPOSER shall have any rights against the TOWN arising from such negotiations.

The pricing structure submitted on the Proposal Form shall be firm. However, the TOWN reserves the right to negotiate a "best and final" price with the highest ranked PROPOSER.

The Agreement will be for a term of three (3) years, with two (2) optional one-year extensions at the TOWN's discretion. The PROPOSER understands that this RFP does not constitute an Agreement or a contract with the PROPOSER. An official Agreement or contract is not binding until Proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the TOWN, and executed by the parties. A sample Agreement is attached to this RFP. The TOWN anticipates that the final Agreement will be in substantial conformance with the sample Agreement; nevertheless, PROPOSER is advised that any agreement or contract, which may result from this RFP, may deviate from the sample Agreement.

Upon completion of the Selection Committee meeting, a Notice of Recommendation will be posted based upon the results of the ranking. Subsequent to this action, the Agreement will be brought to the Town's Commission during a regular Commission meeting for review and execution. The date of this meeting will be determined at a later date and communicated to all interested parties.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

December 13, 2017, 2:00 p.m. EST

Evaluation Committee Ranking Worksheet

RFP No. 108-2017 – Custodial Services Three Year Term Contract

COMMITTEE MEMBER: Rivite Franks

PROPOSER:	Price Consideration (Max. of 50 Points)	Experience and Qualifications (Max. of 50 Points)	POINT TOTALS (Max. of 100 Points):
USSI, Inc.	40	50	90
Sunshine Cleaning Systems Inc.	42	48	90
Custom Cleaning and Management Services Corp.	45	40	85
Chi-Ada Corporation	50	40	90

PART IV – PROPOSAL EVALUATION AND AWARD

1. GENERAL

All Proposals submitted in response to this RFP will be evaluated by the TOWN'S Selection Committee based upon information supplied per *Part III – Proposal Submission Requirements and Required Forms* and utilizing criteria specified in *Part IV – Proposal Evaluation and Award*.

2. EVALUATION CRITERIA

The review and analysis of the Proposals by the Selection Committee will be based on the following criteria:

- Submission of a complete package including all forms.
- Experience and Qualifications
- Price Proposal

3. EVALUATION METHOD

Selection Committee members will conduct a completeness review of the Proposals. Proposals must include all requirements specified in *Part III – Proposal Submission Requirements and Required Forms*. Those Proposals found to be complete will then be ranked by individual members of the Selection Committee.

Table 2 – Evaluation Criteria, Points and Scoring Methodology provides guidelines for the Selection Committee members for the ranking of Proposals. In each category where points are to be assigned, PROPOSERS may receive up to the maximum allowable number of points from an individual Selection Committee member. Total points of each Selection Committee member for each Proposal will be tallied and averaged. Proposal with highest total average score will be ranked first.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Table 2: Evaluation Criteria, Points and Scoring Methodology

EVALUATION CRITERIA	POINTS
Experience and Qualifications	<u>50</u>
Price Proposal	<u>50</u>
<u>TOTAL</u>	<u>100</u>

4. AWARD

The TOWN anticipates award to the PROPOSER who submits the Proposal judged by the TOWN to be the most advantageous. If the TOWN and this PROPOSER cannot negotiate a successful agreement, the TOWN may terminate such negotiations and begin negotiations with the next highest ranked PROPOSER. No PROPOSER shall have any rights against the TOWN arising from such negotiations.

The pricing structure submitted on the Proposal Form shall be firm. However, the TOWN reserves the right to negotiate a "best and final" price with the highest ranked PROPOSER.

The Agreement will be for a term of three (3) years, with two (2) optional one-year extensions at the TOWN's discretion. The PROPOSER understands that this RFP does not constitute an Agreement or a contract with the PROPOSER. An official Agreement or contract is not binding until Proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the TOWN, and executed by the parties. A sample Agreement is attached to this RFP. The TOWN anticipates that the final Agreement will be in substantial conformance with the sample Agreement; nevertheless, PROPOSER is advised that any agreement or contract, which may result from this RFP, may deviate from the sample Agreement.

Upon completion of the Selection Committee meeting, a Notice of Recommendation will be posted based upon the results of the ranking. Subsequent to this action, the Agreement will be brought to the Town's Commission during a regular Commission meeting for review and execution. The date of this meeting will be determined at a later date and communicated to all interested parties.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

December 13, 2017, 2:00 p.m. EST

Evaluation Committee Ranking Worksheet

RFP No. 108-2017 – Custodial Services Three Year Term Contract

COMMITTEE MEMBER: James Perry

PROPOSER:	Price Consideration (Max. of 50 Points)	Experience and Qualifications (Max. of 50 Points)	POINT TOTALS (Max. of 100 Points):
USSI, Inc.	40	50	90
Sunshine Cleaning Systems Inc.	20	40	60
Custom Cleaning and Management Services Corp.	40	40	80
Chi-Ada Corporation	40	40	80

PART IV – PROPOSAL EVALUATION AND AWARD

1. GENERAL

All Proposals submitted in response to this RFP will be evaluated by the TOWN'S Selection Committee based upon information supplied per *Part III – Proposal Submission Requirements and Required Forms* and utilizing criteria specified in *Part IV – Proposal Evaluation and Award*.

2. EVALUATION CRITERIA

The review and analysis of the Proposals by the Selection Committee will be based on the following criteria:

- Submission of a complete package including all forms.
- Experience and Qualifications
- Price Proposal

3. EVALUATION METHOD

Selection Committee members will conduct a completeness review of the Proposals. Proposals must include all requirements specified in *Part III – Proposal Submission Requirements and Required Forms*. Those Proposals found to be complete will then be ranked by individual members of the Selection Committee.

Table 2 – Evaluation Criteria, Points and Scoring Methodology provides guidelines for the Selection Committee members for the ranking of Proposals. In each category where points are to be assigned, PROPOSERS may receive up to the maximum allowable number of points from an individual Selection Committee member. Total points of each Selection Committee member for each Proposal will be tallied and averaged. Proposal with highest total average score will be ranked first.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Table 2: Evaluation Criteria, Points and Scoring Methodology

EVALUATION CRITERIA	POINTS
Experience and Qualifications	<u>50</u>
Price Proposal	<u>50</u>
<u>TOTAL</u>	<u>100</u>

4. AWARD

The TOWN anticipates award to the PROPOSER who submits the Proposal judged by the TOWN to be the most advantageous. If the TOWN and this PROPOSER cannot negotiate a successful agreement, the TOWN may terminate such negotiations and begin negotiations with the next highest ranked PROPOSER. No PROPOSER shall have any rights against the TOWN arising from such negotiations.

The pricing structure submitted on the Proposal Form shall be firm. However, the TOWN reserves the right to negotiate a "best and final" price with the highest ranked PROPOSER.

The Agreement will be for a term of three (3) years, with two (2) optional one-year extensions at the TOWN's discretion. The PROPOSER understands that this RFP does not constitute an Agreement or a contract with the PROPOSER. An official Agreement or contract is not binding until Proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the TOWN, and executed by the parties. A sample Agreement is attached to this RFP. The TOWN anticipates that the final Agreement will be in substantial conformance with the sample Agreement; nevertheless, PROPOSER is advised that any agreement or contract, which may result from this RFP, may deviate from the sample Agreement.

Upon completion of the Selection Committee meeting, a Notice of Recommendation will be posted based upon the results of the ranking. Subsequent to this action, the Agreement will be brought to the Town's Commission during a regular Commission meeting for review and execution. The date of this meeting will be determined at a later date and communicated to all interested parties.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

December 13, 2017, 2:00 p.m. EST

Evaluation Committee Ranking Worksheet

RFP No. 108-2017 - Custodial Services Three Year Term Contract

Chairperson
Laurie Carsted

COMMITTEE MEMBER:

R R J R R J R

20/3
2/3

PROPOSER:	Price Consideration (Max. of 50 Points)	Experience and Qualifications (Max. of 50 Points)	POINT TOTALS (Max. of 100 Points):
USI, Inc.	30 40 40	50 50	80 90 90
Sunshine Cleaning Systems Inc.	20 42 20	50 48	70 90 60
Custom Cleaning and Management Services Corp.	40 45 40	20 40	60 85 80
Chi-Ada Corporation	50 50 40	20 40	70 90 80

= 200
= 180
= 171.66
= 186.

110

82

260pts 86.67%
220pts 73.34%
225pt 75.00%
240pt 80.00%

PART IV – PROPOSAL EVALUATION AND AWARD

1. GENERAL

All Proposals submitted in response to this RFP will be evaluated by the TOWN'S Selection Committee based upon information supplied per *Part III – Proposal Submission Requirements and Required Forms* and utilizing criteria specified in *Part IV – Proposal Evaluation and Award*.

2. EVALUATION CRITERIA

The review and analysis of the Proposals by the Selection Committee will be based on the following criteria:

- Submission of a complete package including all forms.
- Experience and Qualifications
- Price Proposal

3. EVALUATION METHOD

Selection Committee members will conduct a completeness review of the Proposals. Proposals must include all requirements specified in *Part III – Proposal Submission Requirements and Required Forms*. Those Proposals found to be complete will then be ranked by individual members of the Selection Committee.

Table 2 – Evaluation Criteria, Points and Scoring Methodology provides guidelines for the Selection Committee members for the ranking of Proposals. In each category where points are to be assigned, PROPOSERS may receive up to the maximum allowable number of points from an individual Selection Committee member. Total points of each Selection Committee member for each Proposal will be tallied and averaged. Proposal with highest total average score will be ranked first.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Table 2: Evaluation Criteria, Points and Scoring Methodology

EVALUATION CRITERIA	POINTS
Experience and Qualifications	<u>50</u>
Price Proposal	<u>50</u>
<u>TOTAL</u>	<u>100</u>

4. AWARD

The TOWN anticipates award to the PROPOSER who submits the Proposal judged by the TOWN to be the most advantageous. If the TOWN and this PROPOSER cannot negotiate a successful agreement, the TOWN may terminate such negotiations and begin negotiations with the next highest ranked PROPOSER. No PROPOSER shall have any rights against the TOWN arising from such negotiations.

The pricing structure submitted on the Proposal Form shall be firm. However, the TOWN reserves the right to negotiate a "best and final" price with the highest ranked PROPOSER.

The Agreement will be for a term of three (3) years, with two (2) optional one-year extensions at the TOWN's discretion. The PROPOSER understands that this RFP does not constitute an Agreement or a contract with the PROPOSER. An official Agreement or contract is not binding until Proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the TOWN, and executed by the parties. A sample Agreement is attached to this RFP. The TOWN anticipates that the final Agreement will be in substantial conformance with the sample Agreement; nevertheless, PROPOSER is advised that any agreement or contract, which may result from this RFP, may deviate from the sample Agreement.

Upon completion of the Selection Committee meeting, a Notice of Recommendation will be posted based upon the results of the ranking. Subsequent to this action, the Agreement will be brought to the Town's Commission during a regular Commission meeting for review and execution. The date of this meeting will be determined at a later date and communicated to all interested parties.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2019 **Agenda Item No.** Tab 11

Agenda Title: RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO PAY FOR THE COST OF REPLACEMENT FOR ELECTRONIC LOCKS AND INSTALLATION FOR THE MARINA FUND; AND PROVIDING FOR AN EFFECTIVE DATE

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

Approved by Town Manager *Bruce Butcher* **Date:** 1-24-19
Bruce Butcher, Dockmaster
 Name/Title

Originating Department: <p style="text-align: center;">Marina</p>	Costs: 17,912.75 Funding Source: Funds are currently available in the budget Accts. <u>LC</u> <input checked="" type="checkbox"/> Finance	Attachments: Resolution, Adjustment Itemization (Attachment "A")
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _ Please initial one.

Summary Explanation/Background:

The marina at the present time has 16 electronic door locks total. Due to the marina's wet and salty environment, all the locks have some kind of damage and/or operational issues and need to be replaced. (Attachment "A") Also looking at the overall key usage for the marina property, I see that there are just too many different keys being used over all at the marina. And since all the locks need to be replaced, it is time to put in place a new key program for the marina that resembles what the Public Works Department is doing. After talking to the manufacture reps for a lock replacement that includes Wi-Fi proگرامing capability and better weather resistance, I found out that due to the marina's present Wi-Fi system, which is not very strong or reliable, it is not in our best interest to invest with Wi-Fi capable electronic door locks at this time. So to save us money, about \$500 per lock (\$8,000 total), we should install non-Wi-Fi electronic door locks. Also we can even save more money by introducing the new master key program at the same time. The master key program will use 5 standard door locks that uses keys only for the utility room doors. This will reduce the total number of electronic door locks needed by 5, with another savings of about \$1,000 per lock (\$5,000 total).

One further note: The manufacture reps also said that, in our present marina environment, the electronic door locks should last somewhere between 5 and 10 years depending on location at the marina.

Recommended Motion:

I move to adopt Resolution 16-02-19

Attachment "A"

RESOLUTION NO. 16-02-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO PAY FOR THE ELECTRONIC LOCKS AT THE MARINA; PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, Chapter 2 of the Town Code requires that the Town Commission approves of the purchase of any goods or services exceeding \$10,000; and

WHEREAS, the cost of the electronic locks will cost \$17,913

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 supported herein.

Section 2. The Town Commission hereby authorizes the Town Manager to pay Wilson & Rowan Locksmiths, \$17,913 for the installed locks.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This Resolution shall become effective immediately upon adoption.



Lake Park Harbor Marina
105 Lake Shore Drive
Lake Park, FL 33403
Ph (561) 881-3353 Fax (561) 881-3355

The marina at the present time has 16 electronic door locks total. Due to the marina's wet and salty environment, all the locks have some kind of damage and/or operational issues and need to be replaced. (Attachment "A") Also looking at the overall key usage for the marina property, I see that there are just too many different keys being used over all at the marina. And since all the locks need to be replaced, it is time to put in place a new key program for the marina that resembles what the Public Works Department is doing. After talking to the manufacture reps for a lock replacement that includes Wi-Fi programming capability and better weather resistance, I found out that due to the marina's present Wi-Fi system, which is not very strong or reliable, it is not in our best interest to invest with Wi-Fi capable electronic door locks at this time. So to save us money, about \$500 per lock (\$8,000 total), we should install non-Wi-Fi electronic door locks. Also we can even save more money by introducing the new master key program at the same time. The master key program will use 5 standard door locks that uses keys only for the utility room doors. This will reduce the total number of electronic door locks needed by 5, with another savings of about \$1,000 per lock (\$5,000 total).

One further note: The manufacture reps also said that, in our present marina environment, the electronic door locks should last somewhere between 5 and 10 years depending on location at the marina.

Bruce Butcher
Dockmaster

401-57-579-800-
46000

TOWN OF LAKE PARK, FLORIDA
REQUISITION TO PURCHASE
(NOT A PURCHASE ORDER)

Vendor # _____
Vendor: WILSON-ROWAN LOCKSMITH
1304 CLARE AVE.
W. PALM BEACH, FL. 33401
Deliver To: LAKE PARK HARBOR MARINA
105 LAKE SHORE DR, LAKE PARK, FL
33403

Purchase Order # _____
Purchase Order Date: _____
Requisition No. _____
Date: _____
Required Delivery Date: ASAP

QUANTITY	UNIT DESCRIPTION	UNIT PRICE	AMOUNT	ACCT. NO.
QUOTE # 42725-1A	5 STOREROOM DOOR LOCKS 4 COVER PLATES 2 SINGLEYDED DOOR LOCKS WITH KEYS AND LABOR		1,448.75	
QUOTE # 42855-1	9 TRILOGY PL3000 PROX LOCKS 1 COMPUTER INTERFACE CABLE 1 DATA TRANSFER MODULE WITH KEYS, LABOR AND TRAINING		12,526.50	
QUOTE # 42855-2	3 TRILOGY PL3000 PROX LOCKS WITH KEYS AND LABOR		3,937.50	
	TOTAL		17,912.75	

Reason for Purchase: REPLACE ELECTRONIC DOOR & GATE LOCK, ALL
HAVE ISSUES, WON'T PROGRAM, BROKEN, DUE TO THE SALT ENVIRONMENT.

BUDGET CONTROL	
Balance Available	\$ 27508.71
Amount this Request	\$ 17912.75
Remaining Balance	\$ 9596.00

Approved: Brian R. Bickel
(Department Head)
Laura de Jesus
(Finance Department)
1-15-19
(Town Manager)



Wilson-Rowan Locksmith

1304 Clare Avenue, West Palm Beach, FL 33401

Telephone (561) 655-3637 Fax (561) 655-3708 Email wilsonrowanlock@aol.com

Quote

Date	Quote #
12/31/2018	42725-1A

Name / Address
Bruce Butcher, Dock Master Town of Lake Park, Lake Park Marina 105 Lakeshore Drive Lake Park, FL

Project
Mechanical door locks

Terms	Signed quote, 50% deposit & remaining balance due upon completion
--------------	---

Qty	Description	Unit Price	Amount
	5 Grade 2 storeroom function levers, 2 grade 2 single sided communicating function levers, 4 cover plates, 5 Medeco medium security cylinders master keyed and 2 Medeco medium security cylinders master keyed		\$1,259.75
	8 keys (2 masters and 6 maintenance)		No charge
	Labor to remove digital locks and install mechanical locks with cover plates		189.00

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials that may be required should problems arise.

Wilson-Rowan has a limited warranty on parts and labor for 90 days from the date of installation. If any serviceman or person other than a Wilson-Rowan authorized person removes or tampers with the hardware for any reason, or hardware has been abused, or hardware fails to operate for any reason other than defective parts or normal wear, this warranty will be null and void.

The Above estimate will be valid for a period of 30 days only.

If you have any further questions, please give us a call or send us an email. Thank you again for the opportunity to bid this job. We hope that our proposal meets your needs and that we can be of service to you.

Parts	1,259.75
Service & Labor	189.00
Sub	\$1,448.75
Tax	0.00
TOTAL	\$1,448.75

Signature / Date



Wilson-Rowan Locksmith

1304 Clare Avenue, West Palm Beach, FL 33401

Telephone (561) 655-3637 Fax (561) 655-3708 Email wilsonrowanlock@aol.com

Quote

Date	Quote #
12/31/2018	42855-1

Name / Address
Bruce Butcher, Dock Master Town of Lake Park Marina 105 Lakeshore Drive Lake Park

Project
Bathrooms, offices and laundry room

Terms	Signed quote, 50% deposit & remaining balance due upon completion
--------------	---

Qty	Description	Unit Price	Amount
	9 Prox locks, 9 Medeco medium security cylinders, 1 computer interface cable, 1 data transfer module, 6 keys (2 for 2nd floor office, 2 for first floor office and 2 security submasters)		\$11,518.50
	Labor to replace locks, install software and train customer		\$1,008.00

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials that may be required should problems arise.

Wilson-Rowan has a limited warranty on parts and labor for 90 days from the date of installation. If any serviceman or person other than a Wilson-Rowan authorized person removes or tampers with the hardware for any reason, or hardware has been abused, or hardware fails to operate for any reason other than defective parts or normal wear, this warranty will be null and void.

The Above estimate will be valid for a period of 30 days only.

If you have any further questions, please give us a call or send us an email. Thank you again for the opportunity to bid this job. We hope that our proposal meets your needs and that we can be of service to you.

Parts	11,518.50
Service & Labor	1,008.00
Sub	\$12,526.50
Tax	0.00
TOTAL	\$12,526.50

Signature / Date _____



Wilson-Rowan Locksmith

1304 Clare Avenue, West Palm Beach, FL 33401

Quote

Telephone (561) 655-3637 Fax (561) 655-3708 Email wilsonrowanlock@aol.com

Date	Quote #
12/31/2018	42855-2

Name / Address
Bruce Butcher, Dock Master Town of Lake Park Marina 105 Lakeshore Drive Lake Park

Project
Dock gates

Terms	Signed quote, 50% deposit & remaining balance due upon completion
-------	---

Qty	Description	Unit Price	Amount
	3 Prox locks, 3 Medeco medium security cylinder and 4 gate keys		\$3,685.50
	Labor to install prox locks on dock gates		252.00

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials that may be required should problems arise.

Wilson-Rowan has a limited warranty on parts and labor for 90 days from the date of installation. If any serviceman or person other than a Wilson-Rowan authorized person removes or tampers with the hardware for any reason, or hardware has been abused, or hardware fails to operate for any reason other than defective parts or normal wear, this warranty will be null and void.

The Above estimate will be valid for a period of 30 days only.

If you have any further questions, please give us a call or send us an email. Thank you again for the opportunity to bid this job. We hope that our proposal meets your needs and that we can be of service to you.

Parts	3,685.50
Service & Labor	252.00
Sub	\$3,937.50
Tax	0.00
TOTAL	\$3,937.50

Signature / Date _____

All Safe Security & Lock
 947 Park Ave, Ste A
 Lake Park, FL 33403
 sales@yoursecurityexperts.com



Estimate No: 10368
 Date: 1/10/2019
 PH: (561) 845-2346
 Fax: (561) 842-0511

Customer

Town of Lake Park
 535 Park Ave, Attn: Finance Dept.
 Lake Park, FL 33403
 561-881-3300
 881 3350 FINANCE

Service Location

Lake Park Marina
 535 Park Avenue
 Lake Park, FL 33403

Item(s)

Qty	Name	Description	Rate	Amount	Tax
5	Grade 1 Storeroom Lever	NSP Heavy Duty Grade 1 Storeroom Lever Brushed Chrome	\$140.50	\$702.50	Tax
8	Don Jo Plate	1pc Don Jo Remodeler Plate Stainless Surface Mount For T2 To Lever (Single Plate)	\$39.95	\$319.60	Tax
2	Misc	Schlage ND25xND80-RHOx626 . Single Sided Levers For Elevators	\$1,028.50	\$2,057.00	Tax
1	07 Master Rekey	7 Master Rekeys. Includes Parts and Labor	\$221.22	\$221.22	Tax
1	Labor Per Quote	To Install Locksets	\$350.00	\$350.00	Tax

MESH DOOR LOCKS

Subtotal	\$3,650.32
Tax	\$0.00
Total	\$3,650.32
Deposit Due	\$1,825.16
Deposit Paid	\$0.00

TERMS

- (1). Estimate Good for 90 Days. Deposit must be paid in advance. Balance due at completion.
- (2) Items must be returned within 30 days to receive refunds. Restock & shipping fees apply.
 - (a) 25% fee and shipping will be charged on all unopened standard returned products.
 - (b) Special Order products are not eligible for returns or refunds.

Notes

1/11/2019

Estimate #9940

All Safe Security & Lock
 947 Park Ave, Ste A
 Lake Park, FL 33403
 sales@yoursecurityexperts.com



Estimate No: 9940
 Date: 1/7/2019
 PH: (561) 845-2346
 Fax: (561) 842-0511

Customer	Service Location
Town of Lake Park 535 Park Ave, Attn: Finance Dept. Lake Park, FL 33403 561-881-3300 881 3350 FINANCE	Lake Park Marina 535 Park Avenue Lake Park, FL 33403

Item(s)					
Qty	Name	Description	Rate	Amount	Tax
9	Factory Order	Factory Order: Alarm Lock PL3000 Prox Lock W Key Override	\$1,289.50	\$11,605.50	Tax
1	Trilogy Software	Trilogy Windows Software With USB & Serial Connection	\$237.00	\$237.00	Tax
1	Misc	Trilogy AL-DTMIII Data Transfer Module	\$448.00	\$448.00	Tax
1	09 Master Rekey	9 Master Rekeys. Includes Parts and Labor	\$287.46	\$287.46	Tax
1	Labor Per Quote	To Install Locksets	\$500.00	\$500.00	Tax

Subtotal	\$13,077.96
Tax	\$0.00
Total	\$13,077.96
Deposit Due	\$6,538.98
Deposit Paid	\$0.00

BATH Rm, OFFICES, LAUNDRY Rm.

TERMS

- (1). Estimate Good for 90 Days. Deposit must be paid in advance. Balance due at completion.
- (2) Items must be returned within 30 days to receive refunds. Restock & shipping fees apply.
 - (a) 25% fee and shipping will be charged on all unopened standard returned products.
 - (b) Special Order products are not eligible for returns or refunds.

Notes

I agree to the terms stated above.

Signature

Date

All Safe Security & Lock
947 Park Ave, Ste A
Lake Park, FL 33403
sales@yoursecurityexperts.com



Estimate No: 10370
Date: 1/10/2019
PH: (561) 845-2346
Fax: (561) 842-0511

Customer

Town of Lake Park
535 Park Ave, Attn: Finance Dept.
Lake Park, FL 33403
561-881-3300
881 3350 FINANCE

Service Location

Lake Park Marina
535 Park Avenue
Lake Park, FL 33403

Item(s)

Qty	Name	Description	Rate	Amount	Tax
3	Factory Order	Factory Order:Alarm Lock PL3000 Prox Lock W Key Override	\$1,289.50	\$3,868.50	Tax
1	03 Master Rekey	3 master rekeys. Includes Parts and Labor	\$88.74	\$88.74	Tax
1	Labor Per Quote	To Install Locksets	\$250.00	\$250.00	Tax

GATE 9

Subtotal	\$4,207.24
Tax	\$0.00
Total	\$4,207.24
Deposit Due	\$2,103.62
Deposit Paid	\$0.00

TERMS

- (1). Estimate Good for 90 Days. Deposit must be paid in advance. Balance due at completion.
- (2) Items must be returned within 30 days to receive refunds. Restock & shipping fees apply.
 - (a) 25% fee and shipping will be charged on all unopened standard returned products.
 - (b) Special Order products are not eligible for returns or refunds.

Notes

I agree to the terms stated above.

Signature

Date

Lake Park Marina

(561) 777-5313

A LOCKSMITH SHOP, INC.

2200 BROADWAY
RIVIERA BEACH, FL 33404

Phone: (561) 845-2121

Email: alocksmithshopinc@gmail.com

Fax: (561) 845-2408

Estimate # 000035

Date 01/11/2019

Business / Tax # 59-2163259

Description	Mech. Door Locks	Total
5 Storeroom lever lock with Medeco High Security cylinders install \$300.00 each		\$1,500.00
4 plates install \$30.00 each		\$120.00

Subtotal	\$1,620.00
Tax	\$113.40
Total	\$1,733.40
Deposit Due	\$866.70

Payment Schedule

Deposit (50%)	\$866.70
2nd payment (50%)	\$866.70

Lake Park Marina

A LOCKSMITH SHOP, INC.

2200 BROADWAY
RIVIERA BEACH, FL 33404
Phone: (561) 845-2121
Email: alocksmithshopinc@gmail.com
Fax: (561) 845-2408

Estimate # 000037
Date 01/11/2019
Business / Tax # 59-2163259

Description	BATH Rm , LAUNDRY Rm , OFFICES	Total
9 Trilogy PL 3000 Install \$1950.00 each		\$17,550.00
1 Computer Interface Cable W/USB Computer Interface		\$240.00
1 Data Transfer Module Connect Cable & DL-windows software		\$450.00
9 Medeco Cylinders for Trilogy lock		\$1,350.00

Subtotal	\$19,590.00
Tax	\$1,276.80
Total	\$20,866.80
Deposit Due	\$10,433.40

Payment Schedule

Deposit (50%)	\$10,433.40
2nd payment (50%)	\$10,433.40

Lake Park Marina

A LOCKSMITH SHOP, INC.

2200 BROADWAY
RIVIERA BEACH, FL 33404
Phone: (561) 845-2121
Email: alocksmithshopinc@gmail.com
Fax: (561) 845-2408

Estimate # 000039
Date 01/11/2019
Business / Tax # 59-2163259

Description	Total
<i>GATE 9</i>	
3 Trilogy PL 3000 Install \$1950.00 each	\$5,850.00
3 Medeco Cylinders for the Trilogy lock \$150.00	\$450.00

Subtotal	\$6,300.00
Tax	\$409.50
Total	\$6,709.50
Deposit Due	\$3,354.75

Payment Schedule

Deposit (50%)	\$3,354.75
2nd payment (50%)	\$3,354.75

Trilogy: PL3000



hospital



schools



airport



retail



pharmacy

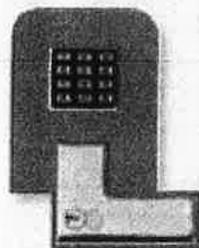


office

Keypad-less standalone access control locking

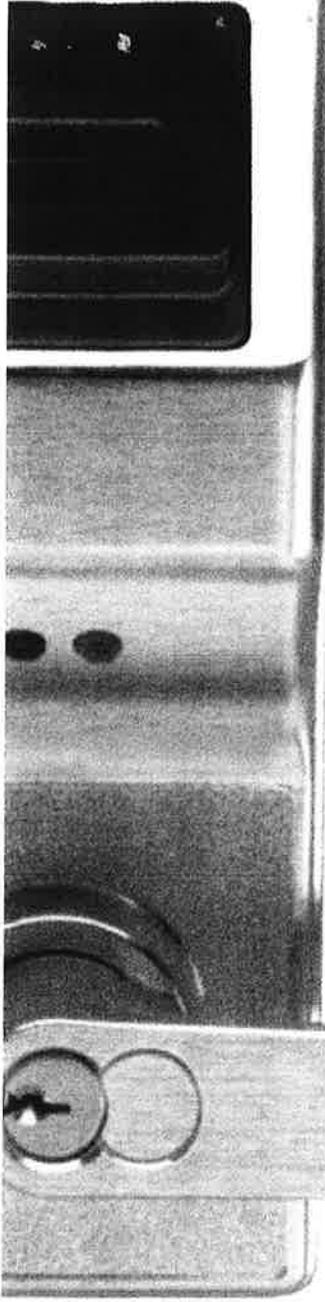
Ultra vandal-deterrence; No keys and
no PINs to record or administer

- **Field-proven, rugged keypad-less lock with ultra-vandal-proof prox reader built in.** Standalone lock – no wiring; long-life battery operation. (Key override with IC core option.)
- **Users are individually programmed** to gain access only with: HID prox cards, prox keyfobs or prox tags, for the highest level of vandal-resistance and dependability available.
- **2000 individual users** gain entry access using new or legacy HID Prox ID cards, prox keyfobs or prox tags. No keys or PIN codes to record or administer. 100% Prox, keypad-less security for fastest entrant processing and the highest level of dependable, vandal-deterrent standalone access control locking.
- **Weather proof performance**, water-sealed for use inside and out, with operational temperature range of +151°F to -31°F (+66°C to -35°C)
- **Program/add users with Trilogy® DL-WINDOWS PC Programming, or by presenting valid cards to prox reader on the lock face, while in programming mode.** (Note: Programming mode is activated by using one of the nine pre-programmed cards furnished with the lock.)
- **Scheduled Events:** Real time clock enables up to 500 scheduled events and holiday schedules. Program to lock/unlock; disable/enable users; 4 built-in time schedules
- **Audit Trail with Time/Date Stamp Log:** Up to 40,000 event audit trail with printed time/date-stamped log of all electronic activity can be reported from the lock including user entry, unlock/lock events, program mode changes, user entry, keypad lockout, remote release events, unauthorized code attempts, etc., by using the AL-IR1 (infrared printer), the AL-DTM (data transfer module) or PCI2 (PC interface). Program data transferred to lock via AL-PCII (PC interface) or (AL-DTMII data transfer module).
- **"First-Manager-in"** controls three (3) different features: Passage mode, group of users and relay options
- **Programmable Form C Relay functions** for schedules of manual control of CCTV, lighting, ambush function, alarm system, etc.



ALARM LOCK





SPECIFICATIONS:

Operation: Authorized Prox credential (HID card, keyfob or prox tag) allows lever to retract latch. Inside lever is always in passage mode and permits instant egress.

Operating Temperature: Weatherproof lock with operating range from -31 degrees below to 151degrees F.

Lock/Built-in Reader: Weatherproof and moisture sealed circuitry. Proximity antenna is housed within ultra high strength, impact resistant Lexan®.

Programming: Locking modes, event schedules, group or individual users, master and management codes, passage and emergency or service access, lockout and remote override capability and allowable entry time (3, 10 or 15 seconds), etc. are programmable via Alarm Lock DL - Windows PC Software the AL-DTM (data transfer module). (Note: Lock includes 9 preprogrammed Prox Cards for initialization /programming.)

Audit Trail: Lock's activity log can be extracted by using the AL-DTMII (data transfer module**), the AL-PCI (PC interface**) and/or can be on-site printer using the AL-IR1 (hand-held infrared printer). (**Note: Requires intermediary PC running DL-WINDOWS software.)

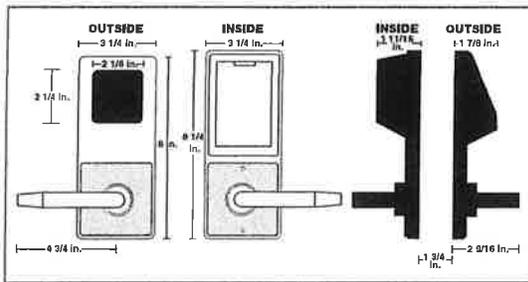
Power: 5AA alkaline batteries, furnished. Audible low battery alert, visual and audible entry indicators; 60,000 cycles, typical.

Door Thickness: 1 5/8" to 1 7/8" standard. For 1 3/8" doors use S6072 spacers. For other thickness', please consult factory.

Backset: 2 3/4" standard. 2 3/8" backset also available.

Door Prep: Standard ANSI A115 Series Prep modified by adding additional through-bolt holes.

Cylinder: Solid brass 6 pin tumbler cylinder keyed 5, SCI keyway, furnished in all K.O. models. Tailpieces for Schlage (HW580) & Lori (HW620) cylinders (furnished). Standard IC



core models accept Arrow®, Best®, Falcon®, KSP® and Kaba Peaks® 6 or 7 pin IC core cylinders (not furnished). Alarm Lock tailpiece for use with IC core cylinders is furnished. IC core models prepped for Yale®, Medeco®, Corbin-Russwin®, Sargent® and Schlage® also available.

Strike: 1 1/8" x 2 3/4" T strike standard. With screws for wood or metal jambs. 1 1/4" x 4 7/8". ASA strike also included.

Finishes: US3 polished brass, US26D satin chrome, US26 polished chrome, US5 antique brass, plus special order finishes (including Durondic US10B).

Compliances: Grade I heavy duty cylindrical lockset. UL listed to the 10C Positive Pressure Specification. Latchbolt is UL listed and 3-hour fire rated. FCC certified. ADA compliant levers.

Trilogy audit trail lock accessories

AL-DTMII Data Transfer Module used to transfer program data from the PC (running DL-WINDOWS software) to the lock and receives audit trail from the lock. Can store data for up to 96 locks at a time.

AL-PCI2 Trilogy PC Software Kit Windows-format software kit used to program Trilogy lock, codes, schedules, view audit trail reports. Kit includes DL-WINDOWS software and (required) computer interface cable for use on serial port. Note: Requires DL-WINDOWS Software version 3.04 or higher.

AL-PCI2-USB As above, but with interface cable for USB port.

DL-WINDOWS Upgrade for Trilogy software version (software only). (Contained in two items above.)

AL-PRE: Prox Card Reader/Enroller Enables instant, automatic enrollment of Prox cards, keyfobs, tags into DL-Windows. (Simply present the prox Card/fob device to the unit's faceplate to enroll—no need to be in the presence of the lock while enrolling—eliminates the need to keyboarding each badge's number). Supports all prox cards, keyfobs and tags. Simultaneous card enrollment, downloading or uploading— all on just one serial port. 9V Battery operation.

AL-IR1 Infrared Printer Prints the event log and user code with wireless hand-held convenience (battery operated).



PL 30 00 IC /26D -Y

Model & Series:

PL = Trilogy Prox 3000 Series

Trim:

00 = Straight Lever

75 = Regal Lever

Cylinder:

IC = Standard Interchangeable Core Prep for Best, Falcon, Arrow, KSP (Note: No "IC" indicates standard K.O. cylinder.)

Finish:

/26D = US26D Satin Chrome

/3 = US3 Polished Brass

/26 = US26 Polished Chrome

/5 = US5 Antique Brass

/10B = Durondic (Special Order)

Special Order IC Prep:

-Y = Yale

-M = Medeco

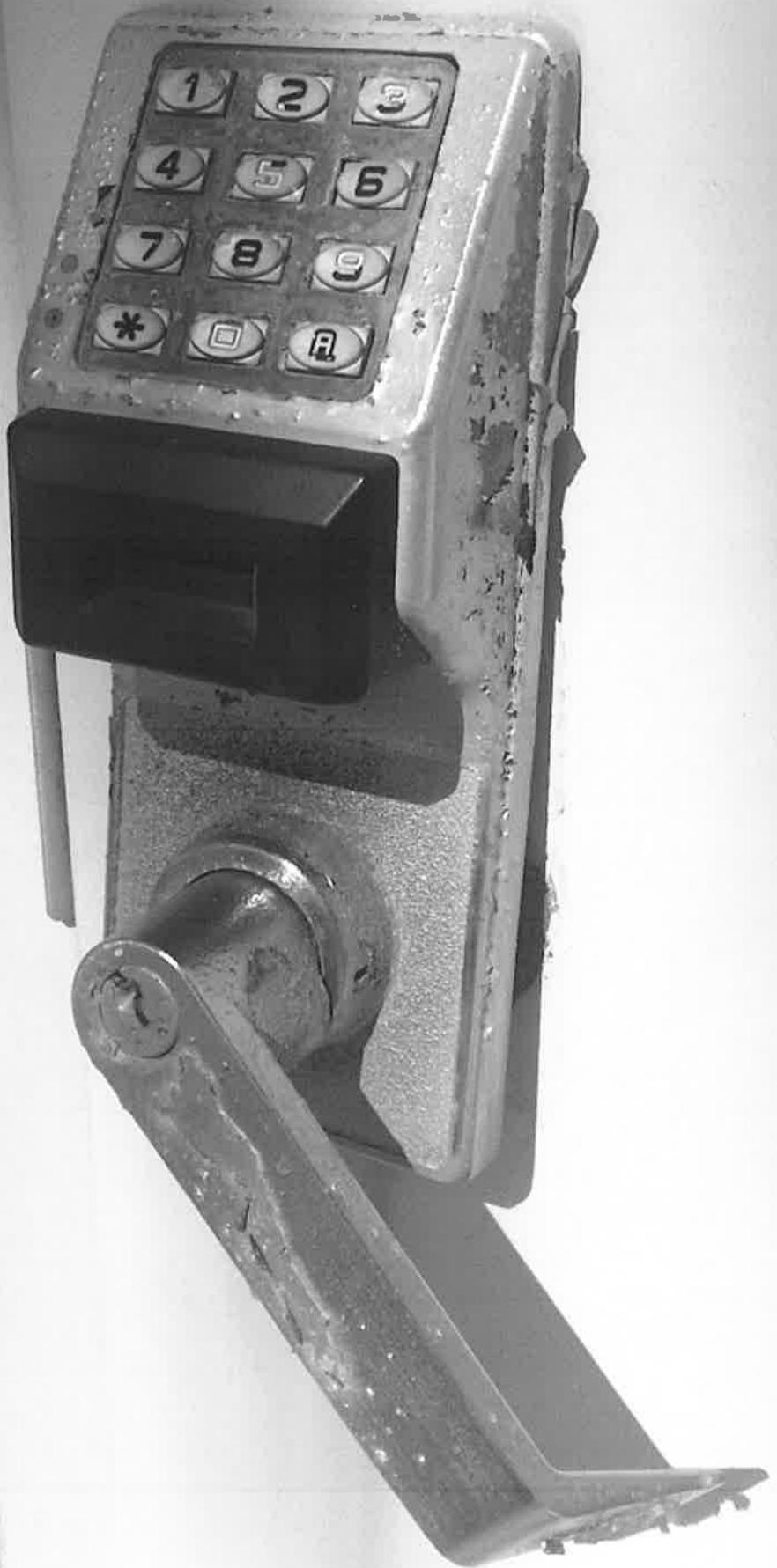
-R = Sargent

-C = Corbin/Russwin

-S = Schlage



UNPROTECTED
AREA



PROTECTED AREA



Board Membership

TAB 12



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2019

Agenda Item No. Tab 12

Agenda Title: Nomination of Tony Bontrager for Re-Appointment to the Library Board as a regular member.

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

Approved by Town Manager *[Signature]* **Date:** 1-15-19

Vivian Mendez, Town Clerk, CMC
 Name/Title _____

Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • Nomination by Vice-Mayor Glas-Castro. • Town Board Volunteer Memo • Board Membership Application
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>VM</i> Please initial one.

Summary Explanation/Background: The Town Clerk’s Office received a Board Application for membership on the Library Board. There are three (3) regular membership positions available and two (2) alternate membership positions available on the Library Board.

Vice-Mayor Glas-Castro nominated Tony Bontrager for re-appointment to the Library Board as a regular member.

Recommended Motion: In order for the nomination to go forward, there must be a second to the nomination and a majority vote of the Commission for the nominee at the Commission meeting.

Vivian Mendez

From: Kim Glas-Castro
Sent: Saturday, January 12, 2019 12:23 PM
To: Vivian Mendez
Cc: Shaquita Edwards
Subject: Re: Volunteer Board Application

I nominate Mr. Bontrager is no one else has already

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

On Jan 11, 2019, at 11:04 AM, Vivian Mendez <vmendez@lakeparkflorida.gov> wrote:

Good morning Mayor, Vice-Mayor, and members of the Commission,

The Town Clerk's Office has received a Board membership application for the Library Board. Please review the Board Application in the Commission Dropbox or attached for your convenience.

Sincerely,

Vivian Mendez, CMC
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.

<volunteer applicant for Library Board January 2019.pdf>



Office of the
Town Clerk

January 10, 2019

Anthony Bontrager
1505 Crescent Circle Unit A14
Lake Park, FL 33403

Dear Mr. Bontrager,

The Town of Lake Park would like to extend its appreciation for all your years of volunteer services on the Library Board.

The Town Clerk's Office has reviewed your Library Board membership file, which indicates that your term as a member is scheduled to expire on March 1, 2019.

The Town values your service and many contributions; if you are interested in being considered for re-appointment on the Library Board please notify the Town Clerk's Office at townclerk@lakeparkflorida.gov, or at vmendez@lakeparkflorida.gov as soon as possible.

If you have any questions or concerns regarding this matter, please contact the Town Clerk's Office at 561-881-3311.

Sincerely,

**Vivian
Mendez**

Digitally signed by Vivian Mendez
DN: cn=Vivian Mendez, o=Town of Lake
Park, ou=Town Clerk,
email=vmendez@lakeparkflorida.gov,
c=US
Date: 2019.01.10 16:43:27 -05'00'

Vivian Mendez, CMC
Town Clerk

Cc: Karen Mahnk, Library Director

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3311
Fax: (561) 881-3314

www.lakeparkflorida.gov



The Town of Lake Park

Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents, and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified when your nomination to be on a board has been made.

Please print the following information:

Name: Bontrager Anthony L
Last First Middle

Address: 1505 Crescent Circle A14, Lake Park, FL 33403

Birthday: Month: 9 Day: 25

Telephone: home _____ work _____ cell 561-701-5877

E-Mail Address TonyBontrager25@gmail.com

	Yes	No
Are you a resident of Lake Park	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you a non-resident business owner in Lake Park	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are you a registered voter (Response to this question is not mandatory)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you currently serve on a Town Board or Committee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
If so, which one(s): <u>Library Board</u>		
Have you been convicted of a crime	<input type="checkbox"/>	<input type="checkbox"/>
If so, when? <u>No</u> where? _____		

Please indicate your preference by number "1" through "3" of which board you wish to serve, with #1 being the most desired and #3 being the least desired.

Active Boards:	
Choice # 1	Choice # 2
<input type="checkbox"/> <u>4</u> CRA Board (Community Redevelopment Agency)	<input checked="" type="checkbox"/> <u>1</u> Planning & Zoning/Historic Preservation Board *
<input checked="" type="checkbox"/> <u>2</u> Library Board	

Inactive Boards:	
Code Compliance	Construction Board of Adjustments & Appeals
Harbor Marina Advisory Board	Tree Board

Please note: Membership on these (*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(b), (2)(b), (c)

Your Name: Anthony Bontrager

Please indicate the reason for your interest in your first and second choices:

I am currently on the library board and would like to continue to serve on it. I was previously a P-2 board member and would like to do it again.

Number of Meetings of the above boards you have attended in the past six months: 1

Your educational background: (High school, College, Graduate School or other training)

Graduate school - Lynn Univ.

What is/was your profession or occupation: Teacher

How long: 15 years

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee:

Previous Palm Beach County School Board teacher

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen:

As a former teacher I know the importance of community libraries and enjoy being a part of planning + library board meetings.

Feel free to attach additional sheets if necessary. Also, please attach your resume, if available. Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.

I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:

Signature: Anthony Bontrager Date: 1/11/19

Ordinance on First Reading

TAB 13



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2019

Agenda Item No. Tab 13

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTIONS 6-3, 6-5 AND 6-6 OF CHAPTER 6 OF THE TOWN CODE RELATED TO THE CONSUMPTION, POSSESSION AND SALE OF ALCOHOLIC BEVERAGES IN THE TOWN OF LAKE PARK; PROVIDING FOR THE CREATION OF SECTION 6-7 TO BE ENTITLED "PENALTY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
 BOARD APPOINTMENT OLD BUSINESS
 ORDINANCE ON 1st READING
 NEW BUSINESS
 OTHER: _____

Approved by Town Manager *[Signature]* Date: 1-29-19

Nadia Di Tommaso / Community Development Director *[Signature]*
 Name/Title

Originating Department: <p style="text-align: center;">Community Development</p>	Costs: \$ Legal Review Funding Source: Acct. # 108 <input type="checkbox"/> Finance <u><i>[Signature]</i></u>	Attachments: Ordinance <u>1</u> -2019
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required on 1st reading	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>ND</i> Please initial one.

Summary Explanation/Background:

UPDATE: This Ordinance was considered by the CRA Board/Town Commission at a joint workshop that was held on January 14, 2019. It was requested that Section 6-3, subsection (b) be modified so that it only applies to privately-owned parking lots and that the signage requirement only apply to establishments with liquor licenses that do not permit

consumption on the premises. These modifications have been incorporated into the proposed Ordinance. The enforcement mechanism (*up to a \$500 fine, or up to 60 days in jail, or both*) has also been made consistent throughout. Additional “editorial” changes have also been incorporated by the Town Attorney.

Summary presented at December 5, 2018 Commission meeting:

The Palm Beach County Sheriff's Office (PBSO) requested that staff consider modifying Chapter 6 of the Town Code so as to clarify the enforcement and penalties provisions for better enforcement out in the field. The proposed Ordinance has been reviewed by the Town Attorney and Lieutenant Gendreau of PBSO.

Recommended Motion: I move to APPROVE Ordinance 1-2019 on 1st reading.

ORDINANCE NO. 01-2019

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTIONS 6-3, 6-5 AND 6-6 OF CHAPTER 6 OF THE TOWN CODE RELATED TO THE CONSUMPTION, POSSESSION AND SALE OF ALCOHOLIC BEVERAGES IN THE TOWN OF LAKE PARK; PROVIDING FOR THE CREATION OF SECTION 6-7 TO BE ENTITLED "PENALTY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted provisions in Chapter 6 of its Code of Ordinances (the Code) pertaining to the regulation of alcoholic beverages within the Town; and

WHEREAS, the Palm Beach County Sheriff's Office (PBSO) has recommended that the Town incorporate enforcement provisions in Chapter 6 to enhance the public health, safety and welfare.

WHEREAS, the Town Commission determined that the most appropriate way to implement the PBSO's recommendations is to amend Sections 6-3, 6-5 and 6-6 of the Code.

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

Section 1. The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

Section 2. Sections 6-3, 6-5 and 6-6 of the Code are hereby amended to read as follows:

Sec. 6-3. - Consumption and possession of alcoholic beverages in unlicensed establishments, public parking lots, public places and ways prohibited.

- (a) *Restrictions on the consumption of alcoholic beverages at commercial establishments.* The consumption of alcohol on the premises of unlicensed commercial establishments is hereby prohibited. No person shall consume alcoholic beverages or cause alcoholic beverages to be added to any other beverage on the premises of any commercial establishment unless the owner of the establishment is licensed to sell alcoholic beverages to be consumed on the premises. For the purposes of this section, the term "premises" shall include the parking area

of the commercial establishment. No person licensed by the beverage department of the state, who is not licensed to sell alcoholic beverages to be consumed on the premises, shall knowingly furnish or provide any set-ups, glasses or other service to any person for the purpose of consuming alcoholic beverages on the premises. No owner of any commercial establishment who is not licensed by the beverage department of the state to sell alcoholic beverages to be consumed on the premises, or any operator or employee of any such establishment, shall knowingly sell, furnish or provide any set-ups, glasses or any other service to any person for the purpose of consuming alcoholic beverages on the premises.

- (b) *Consumption and/or possession of alcoholic beverages is prohibited in privately-owned parking lots; with exceptions.* It is unlawful for any vendor or for any agent, servant or employee of any such vendor, to permit the consumption of any alcoholic beverages in or upon any parking ~~or other area outside of the building or room~~ stated in the vendor's license certificate as the address thereof, when ~~any part of such parking or area is adjacent to the building or premises in which the business license is operated, and when~~ such parking ~~or other~~ area is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such a licensed vendor or by any agent, servant or employee of such licensed vendor. ~~The licensed vendors~~ Establishments with a license that does not allow consumption on the premises, shall post and maintain a legible, painted or printed sign in at least two separate prominent places on such parking ~~or other~~ areas, with sufficient light directed thereon to be visible during the hours of darkness while such place of business is open, in letters of not less than three inches in height. ~~;~~ Parking areas utilized by multiple businesses of this type may share signage. The signage shall state the following stating:

"WARNING"

"Drinking alcoholic beverages ~~on the exterior of this premises or~~ in the parking lot ~~or in the public right of way~~ is strictly prohibited and subject to a \$500 fine not exceeding \$500 or up to 60 days in jail, or both- Town of Lake Park Ordinance"

- (1) It is unlawful for any person to consume an alcoholic beverage in or upon any parking area outside of and adjacent to a vendor's licensed premises when such parking or other area is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such vendor.
 - (2) If any licensed vendor mentioned herein is a corporation, then the officers of such corporation shall be regarded as the owners thereof, for the purposes of enforcement of this section.
- (c) *Consumption and/or Possession of alcoholic beverages is prohibited in and upon public places and public ways, including but not limited to, parks, streets, benches, sidewalks, parking lots, alleys, etc.; with exceptions.* It shall be unlawful for any person to drink, consume and/or possess or carry an open container of alcoholic beverage on the premises outside of, or on any streets, alleys, sidewalks, benches, or parking areas, and on other lands open to the public and/or owned or controlled by the town which are open to the general public, provided however that the town commission may permit consumption and carrying of alcoholic beverages during special events pursuant to the special event permits issued in accordance with the special event provisions of this Code. For the purposes of this section, the Lake Park Harbor Marina, Lake Shore Park and Kelsey Park shall be excluded from the definition of "park" provided that any consumption of alcohol in these areas ~~Kelsey Park~~ must shall be

pursuant to a special event permit which authorizes the sale and consumption of alcohol in Kelsey Park. The Town shall post and maintain a legible, painted or printed sign in at least two separate prominent places on such parking or other areas, with sufficient light directed thereon to be visible during the hours of darkness while such place of business is open for business, in letters of not less than three inches in height, stating:

"WARNING"

"Drinking alcoholic beverages in any public places and public ways, including but not limited to, parks, streets, benches, sidewalks, parking lots, alleys is strictly prohibited and subject to a fine not exceeding \$500 or up to 60 days in jail, or both- Town of Lake Park Ordinance, unless a special event permit has been obtained."

- (d) *Possession of alcoholic beverages in parking lots prohibited; exception.* It shall be unlawful for any person to possess or consume any alcoholic beverage in or within 500 feet of a commercial establishment parking lot in the town except in those areas in which such possession is permitted pursuant to the Beverage Law, special or general act of the state legislature, the Florida Administrative Code, or town permit, ordinance, resolution or administrative approval unless such alcoholic beverage is in the original container with the seal unbroken.
- (e) *Exemptions.* This section shall not apply to:
- (1) Any person engaged in picking up empty beverage containers for the purpose of collecting the deposit or value of the bottle or can itself, nor to any person taking part in a litter control campaign; or
 - (2) The possession of any open container by any licensed distributor or licensed vendor of alcoholic beverages, provided that such alcoholic beverage is being transported solely for commercial purposes.
 - (3) Persons consuming alcoholic beverages at a special event, for which the town has issued a special event permit which includes the authorization for the sale and consumption of alcoholic beverages, and provided that the alcoholic beverages are not contained within a glass or metal container.
- (f) *Taking open container from licensed premises prohibited; vendor's responsibilities.* It is unlawful for any those vendors, their agents or employees who are or his their agents or employees, licensed to sell beer, wine, liquor or other alcoholic beverages within the Town unincorporated areas of the county, to knowingly allow any person to take from the licensed premises any opened beer, wine, liquor or other alcoholic beverage container, or to knowingly allow any person to take from the licensed premises any glass or other open or unsealed container containing an alcoholic beverage or any mixture containing an alcoholic beverage.
- (g) *Enforcement of section.* It shall be the duty and responsibility of all town law enforcement and code enforcement officers to enforce the provisions of this section. The Town's law enforcement agency, or other duly authorized law enforcement agency is hereby authorized to and shall strictly enforce the provisions of this chapter.

Sec. 6-5. - Hours of sale.

No person shall buy, sell, serve, consume or deliver, or permit the purchase, sale, service, consumption or delivery of, any alcoholic beverages for consumption on or off the premises of a licensed alcoholic beverage establishment between the hours of 2:00 a.m. and 7:00 a.m. of any day, including Sunday but excepting December 31 (New Year's Eve) which hours shall be 5:00 a.m. and 7:00 a.m., respectively. Those businesses or employees thereof who do not comply with this sections shall be subject to a fine not exceeding \$500 or up to 60 days in jail, or both.

The Town's law enforcement agency, or other duly authorized law enforcement agencies are hereby authorized to enforce the provisions of this chapter.

Sec. 6-6. - Sale of alcohol near certain uses prohibited.

(a) No person or entity may sell alcoholic beverages for consumption either on or off the premises where the place of sale is within 500 feet of real property that is being used as an elementary school, middle school, high school, or secondary school. Provided, however, that businesses located in the Park Avenue Downtown District on Park Avenue between 7th Street and 10th Street may be exempted from this the 500-foot distance regulation. Bring your own alcohol-type establishments whereby alcohol is not sold onsite, are exempt throughout the Town.

(b) The measurement provided in subsection (a) of this section shall be measured by drawing a straight line between the closest property lines of the place of sale and the real property being used as an elementary school, middle school, high school or secondary school.

(c) Consumption of alcohol in Kelsey Park, the Lake Park Harbor Marina, or Lake Shore Park must be pursuant to a special event permit, or permanent concession sales located on the premises, which authorizes the sale and consumption of alcohol in Kelsey Park, the Lake Park Harbor Marina, or Lake Shore Park.

Sec. 6-7 Penalty. Any person who violates any provision in this chapter shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment for a term not exceeding sixty (60) days, or by both.

Section 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Codification.

The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

Section 5. Repeal of Laws in Conflict.

All Ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon adoption by the Town Commission.

New Business

TAB 14



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 6, 2019

Agenda Item No. Tab 14

Agenda Title: Resolution of the Town Commission Authorizing the Development of a New Stormwater Master Plan with Water Resource Management Associates (WRMA).

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

Date:

1-22-19

Richard Scherle (Public Works Director)

Originating Department: Public Works	Costs: \$119,570.00 Funding Source: n/a Acct. # 402-31000 <input type="checkbox"/> Finance	Attachments: 1. Resolution 17-02-19 2. WRMA Cover Letter 3. WRMA Cost Estimate 4. Project Approach 5. Schedule of Services 6. Scope of Services
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case Please initial one.

Summary Explanation/Background:

It has been over 20 years since the last drainage masterplan was updated. Between then and now, new challenges have arisen, in the form of aging infrastructure (which is of a dated design), sea level rise (which will increasingly pressure the Town's infrastructure system in the coming years), new development and revitalization efforts (requiring substantial new investment) and other factors (i.e., environmental stressors), all of which establish a need for the development of a comprehensive new master plan which is sustainable, resilient, and environmentally conscious and which also provides a "road map" for the Town's stormwater utility for the next 20 years.

As detailed within the attached project approach, the proposed development of a new stormwater master plan will be a progressive, forward-looking, and innovative plan which incorporates the most up-to-date stormwater management tools and technologies. It will consider the long-term goals and objectives of the community (including redevelopment efforts). It will consider the unique social and environmental characteristics of the Town (including its existing infrastructure systems), along with the financial obstacles we face. It will also, from the very beginning, proactively engage stakeholders through a robust engagement plan to encourage community input and participation. In addition, the plan will put the Town on a path to full modernization of its asset management approach, which will allow the Town to proactively manage its stormwater infrastructure systems.

The plan development phase will take approximately one calendar year to complete, and if approved, will begin in FY2018-2019 and be completed in FY2019-2020.. The cost for professional services related to the development of the plan is \$119,570.00. FY2018-2019 has \$100,000.00 budgeted towards the development of a stormwater master plan. Thus, the remaining costs will need to be budgeted in FY2019-2020. Staff recommends approval.

Recommended Motion: I move to adopt Resolution no. 17-02-19

RESOLUTION NO. 17-02-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE DEVELOPMENT OF A NEW STORMWATER MASTER PLAN WITH WATER RESOURCE MANAGEMENT ASSOCIATES (WRMA); AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town has previously determined a need to develop a new stormwater master plan; and

WHEREAS, pursuant to the Consultants Competitive Negotiation Act (CCNA) the Town entered into a contract on November 7, 2018 with Water Resources Management Associates for stormwater engineering services (the “Consultant”); and

WHEREAS, in the course of developing its new stormwater master plan, the Town requires the professional services of the Consultant; and

WHEREAS, based on this need, the Consultant has provided a proposal to the Town for the development of a stormwater master plan; and

WHEREAS, the cost of the proposal is \$119,570.00; and

WHEREAS, the work associated with the proposal will be governed by the terms and conditions of the Town’s contract with the Consultant; and

WHEREAS, the Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to accept the Consultant’s proposal for the development of a new stormwater master plan.

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 Commission hereby authorizes the development of a new stormwater master plan with the Consultant, and directs the Town Manager to execute purchase orders or other documents needed to effectuate the purchase of the professional services of the Consultant as

required by the Town, and detailed within the Consultant's proposal, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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



December 27, 2018

Town of Lake Park
Public Works Department
Attention: Richard Scherle
640 Old Dixie Highway
Lake Park, FL 33403

RE: Scope of Service and Cost Proposal for Town of Lake Park Stormwater Master Plan

Dear Richard,

Water Resources Management Associates, Inc. (WRMA) is pleased to submit for your consideration the attached Scope of Services, Project Approach, Price Proposal and Proposed Project Schedule.

The enclosed "Project Approach" was instrumental to the preparation of the proposed Scope of Services and reflects our understanding of the level of effort involved in developing a new Stormwater Masterplan for the Town.

Our understanding of the Scope is based on meetings we have had with both you and other Town of Lake Park staff, existing As-Built records previously provided to WRMA, as well as existing technical reports and documentation your office provided.

Our proposed fee reflects our efforts to be cost effective, while providing the necessary direct labor hours to complete each task as is described. We anticipate you may have some comments or proposed changes to the scope of services or project schedule and we are willing to fine tune any element you wish to discuss.

The Proposed Scope of Services provides for a Comprehensive and detailed Stormwater Masterplan approach that takes into consideration multiple aspects of the Town's Master Planning objectives and provides a long term road map to actively manage the Town's Stormwater Assets.

Please contact me at your convenience to discuss this price proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Raul Mercado", written in a cursive style.

Raul Mercado, PE, CFM
Principal-in-Charge

Enclosed (4):
Stormwater Masterplan Approach
Stormwater Masterplan Scope of Services
Stormwater Masterplan Project Schedule
Stormwater Masterplan Price Proposal



TOWN OF LAKE PARK
PROPOSED SCOPE OF SERVICES
STORMWATER MASTERPLAN

WATER RESOURCES MANAGEMENT ASSOCIATES, INC.

TASK ITEM AND DESCRIPTION	Sr. Pjt Mgr	Sr Engineer	Associate Engineer Pjt Mgr	Staff Engineer	Sr Scientist Analyst	Sr GIS/RS Analyst	Admin	Total Hours (hrs)	Total Labor Cost (hrs x rate)	Task Subtotal Cost
1.0 PROJECT MANAGEMENT										
1.1 Meetings	24		24				2	50	\$ 5,770.00	\$ 16,390.00
1.2 Billing							12	12	\$ 780.00	
1.3 Bi-Weekly Updates	24		24				4	52	\$ 5,900.00	
1.4 O&M		32					4	36	\$ 3,940.00	\$ 8,595.00
2.0 OUTREACH AND COMMUNICATIONS										
2.1 Development of an Outreach Plan	4		4				8	20	\$ 1,800.00	
2.2 Meetings with Town Officials	8		2				1	11	\$ 1,285.00	
2.3 Meetings with Agencies	8		2				1	11	\$ 1,285.00	
2.4 Meetings with Stakeholders	8		2				1	11	\$ 1,285.00	
2.5 Development of Educational Materials & Events				4			40	44	\$ 2,940.00	\$ 8,050.00
3.0 DATA COLLECTION AND MANAGEMENT										
3.1 Data Collection			8					8	\$ 880.00	
3.2 Data Cataloging			8					8	\$ 880.00	
3.3 LIDAR Data Management			8	4		4		16	\$ 1,600.00	
3.4 GIS/CAD Basemap Development	4		32	8				44	\$ 4,700.00	\$ 23,240.00
4.0 WATER RESOURCES ENGINEERING MODELING SCIENCE										
4.1 Model Selection	4		4					8	\$ 940.00	
4.2 Model Development Hydrology	8		20			4		40	\$ 4,260.00	
4.2 Model Development Hydraulics	8		20					36	\$ 3,880.00	
4.4 Model Calibration	16		16					48	\$ 5,120.00	
4.5 Water Quality Assessment	8		16					40	\$ 4,520.00	
4.5.1 NPDES/MS4 Review	8		16					40	\$ 4,520.00	\$ 4,560.00
4.5.2 Compliance Review	8		16					40	\$ 4,520.00	
5.0 CLIMATE CHANGE AND SEA LEVEL RISE ASSESSMENT										
5.1 Vulnerability Analysis	4		2					22	\$ 2,480.00	
5.2 Adaptation Analysis	4		2					22	\$ 2,480.00	\$ 6,590.00
6.0 OPERATIONS AND MAINTENANCE (O&M) PROGRAM REVIEW										
6.1 O&M Stormwater Inspection Program Review	2		24				1	31	\$ 3,295.00	
6.2 O&M Stormwater Rehabilitation Practices Review	2		24				1	31	\$ 3,295.00	\$ 3,890.00
7.0 COMMUNITY RATING SYSTEM (CRS) PROGRAM REVIEW										
7.1 Current Program Activities	8		8				1	17	\$ 1,945.00	
7.2 CRS Additional Activities Support	8		8				1	17	\$ 1,945.00	\$ 12,505.00
8.0 STORMWATER UTILITY ADMINISTRATION & FUNDING SOURCES										
8.1 Stormwater Utility Program Review	8		16				1	27	\$ 2,995.00	
8.2 Stormwater Utility Fee Structure Review	8		24				1	35	\$ 3,875.00	
8.3 Alternative Funding Analysis	8		40				1	51	\$ 5,635.00	\$ 24,940.00
9.0 ALTERNATIVES ANALYSIS										
9.1 H&H Level of Service Modeling Analysis	16		40				4	60	\$ 6,740.00	
9.2 FEMA Floodplain Review	8		4					12	\$ 1,440.00	
9.3 Development of Alternatives	16		20				4	40	\$ 4,540.00	
9.4 Evaluation of Alternatives	4		4					8	\$ 940.00	
9.5 Conceptual Regulatory Permitting	16		40				4	60	\$ 6,740.00	\$ 10,400.00
9.6 Alternative Design Prioritization & Recommendations							4	52	\$ 5,700.00	
10.0 STORMWATER MASTER PLAN REPORT										
10.1 Draft Stormwater Masterplan (SWMF) Report	24		16				4	44	\$ 4,700.00	
10.2 Final Stormwater Masterplan (SWMF) Report	16		16					44	\$ 4,700.00	\$ 119,570.00
SUBTOTAL DIRECT LABOR								1,104	\$ 119,570.00	
TOTAL COST									\$ 119,570.00	

**TOWN OF LAKE PARK
STORMWATER MASTERPLAN PROJECT APPROACH****INTRODUCTION**

The Town of Lake Park, originally born as Kelsey City, was the first zoned municipality in Florida (1923). With an area of 2.5 square miles and a population of approximately 9,000 people, the Town of Lake Park is composed of residential areas on the Town's Eastern boundary and an industrial area to the West along 10th street and Dixie Highway. The Town's development started in earnest in the 1950's and by the 1980's was considered to be fully developed.

During the period between 1950 and 1980, town ordinances, specifically for the regulation of drainage, did not exist. Resultantly, drainage infrastructure was installed by developers and the town as was needed. In 1980, the town identified a need for a comprehensive stormwater drainage improvement program and a Comprehensive Plan for the Town was subsequently adopted in May of 1980. Later in 1986, a Stormwater Masterplan (SWMP) was prepared with the objective of developing a stormwater "atlas" (map) of drainage facilities and to assist the department of public works in prioritizing operations and maintenance activities. The Plan was updated in 1993 and again in 1996 with recommended improvements to the system estimated at \$6.37 Million (1996 Dollars).

In 2008, the Town of Lake Park established a stormwater utility to partially finance the Town's stormwater program. The dedicated utility established a user fee based on the amount of impervious surface area of a typical residential unit, which consists of approximately 5,202 square feet. The current user fee is \$10.00 per Equivalent Stormwater Unit (ESU).

The current Town's stormwater drainage system consists mostly of grassed swales for conveyance of runoff to catch basins and underground pipes discharging through 10 major outfalls to the Intracoastal Waterway (IWW) and the C-17 Canal. It has been over 20 years since the last drainage masterplan was updated. Public works has noted that the aging drainage infrastructure is failing at a faster rate. Development, climate change and environmental stressors pose a challenge to the drainage system capacity to handle storm events of both small and large magnitude.

To address these new challenges, the Town has identified a need to update and/or develop a new Stormwater Masterplan using recently updated system infrastructure maps which are composed of field collected survey data coupled with the application of new GIS based LiDAR topography data, state-of-the-art hydrologic and hydraulic modeling technology, and sustainable planning approaches including Green Infrastructure best management practices and Low Impact Development (LID) techniques for management of stormwater runoff.

CURRENT STORMWATER MASTERPLAN RELATED ACTIVITIES

In preparation for the development of new stormwater masterplan the Town is currently in the process of finalizing the acquisition of surveyed As-Built data for the existing drainage system infrastructure with the objective of developing a GIS-based atlas of the drainage system, as well as performing a storm sewer CCTV condition assessment of portions of the existing system.

STORMWATER MASTER PLAN GOALS

The new SWMP is intended to provide the Town of Lake Park with a Long-Range stormwater management planning tool or “Road Map” that will allow for the rehabilitation of the existing drainage system infrastructure over the next 20 years and will provide the Town with a forward looking approach and a framework through which sustainable re-development practices can be employed as the town progresses through its natural growth and re-development cycle. The Stormwater Masterplan will entail the examination of the existing As-Built data, mathematically-analyze the performance of the stormsewer and drainage swale infrastructure, conceptualize alternatives, make recommendations for rehabilitation and develop a "Phased" Capital Improvement Program (CIP) for project implementation based on an analysis of current and projected funding sources (Annual Utility Revenues, Bonding, Grants, etc.).

WRMA APPROACH TO STORMWATER MASTER PLANNING

The development of a SWMP is very specific to the physical characteristics, environmental, social and financing factors of the watershed setting in which the drainage system infrastructure operates and is funded. WRMA has studied these drivers and their influence on the Town’s development to prepare a SWMP proposal.

Physical Characteristics

The drainage system of the Town is influenced by the following factors:

- An urban setting of older residential areas east of Old Dixie Hwy, south of Northlake Blvd, north of Silver Beach Rd, and west of U.S. 1. Commercial and light industrial land uses west of Old Dixie Hwy, and East of the C-17 Canal, and multi-story waterfront development east of U.S. 1 along the Intracoastal Waterway. Common to all these areas is the lack of open space for stormwater management facility siting;
- Mild to flat topographic gradients for drainage;
- The Town’s drainage infrastructure is aged and in many cases does not provide adequate drainage capacity due to dated design procedures and increased stormwater runoff from increased impervious area (development);
- A tide-control tailwater condition for discharge along the Intracoastal Waterway;
- The regional C-17 Canal that receives stormwater discharge from upstream watershed areas and from Town canals. High tailwater elevations in the C-17 Canal during severe storm events limit the Town’s system capacity to drain stormwater from Town streets;
- The older existing drainage system is “grandfathered” and is not required to meet the current stormwater regulations. However, new developments and re-developments in the Town are subject to the current stormwater regulations. Compliance is a challenge because the Town has scarce open land available to construct conventional detention/retention facilities.

Environmental Factors

The Town's highly urbanized watershed area is conducive to the discharge of pollutant-laden sediments that affect the water quality of the receiving water bodies (C-17 Canal and Intracoastal Waterway). The Town currently participates as part of an NPDES permit consortium led by the Northern Palm Beach County Improvement District. Per a Water Quality Monitoring Plan, the Town is required to perform quarterly sampling at four locations for five test parameters, including Chlorophyll-A, Dissolved Oxygen (DO), Total Phosphorus (TP), Total Nitrogen (TN), and Total Suspended Solids (TSS).

There is a need to enhance the Town's stormwater management program in order to better comply with the National Pollutant Discharge Elimination System (NPDES) / MS4 Permit monitoring regulation targets.

The town of Lake Park eastern boundary is a 0.8 mile coastline along the Intracoastal Waterway under the influence of tides and Sea Level Rise. Using the sea level in 1992 as a reference point, and based on information from the Southeast Florida Regional Climate Compact, NOAA and the U.S. Army Corps of Engineers, predict that in 2020 the sea level will have risen by 6 to 12 inches; in 2060 by 14 to 34 inches; and by 2100, 31 to 81 inches.

Climate Change impact on stormwater management is manifested as a function of increased precipitation intensities, and extreme hydrologic conditions (more severe droughts, and higher intensity flooding events).

Incorporation of climate change impacts into municipal Capital Improvement Program (CIP) development decisions is still a relatively new concept, as local governments have previously adopted a "wait and see" attitude with ever increasing information on climate change effects and how these may or may not impact their core program missions. However, there are existing management planning tools and approaches for guidance regarding "vulnerability" assessments that can be applied. To date, three closely-related approaches are often used to assist elected officials and infrastructure managers consider and prepare for future climate impacts: *vulnerability assessment, risk assessment, and adaptation assessment*.

Vulnerability Assessment begins with the identification of existing stressors facing municipal and transportation systems and projects how climate change will impact and/or introduce new stressors in the future. The findings of the assessment can then be ranked to assess, prioritize, and address vulnerabilities.

Risk Assessment evaluates the likelihood and consequence of climate-related impacts on municipal transportation and civil infrastructure. Risk assessment tools are rooted in engineering applications that will quantify the product of the probabilities of exposure and;

Adaptation Assessment identifies, plans, prioritizes, implements, and measures civil/transportation infrastructure management options available for effectively adapting to climate change impacts. This assessment addresses ways to reduce civil/transportation infrastructure vulnerability, increase resilience and/or highlight regions of retreat.

Social Factors

With the exception of the waterfront area, the Town's inner core is made up of older residential and commercial neighborhoods in need of revitalization.

The Town efforts to revitalization include a 1996 Community Redevelopment Plan subsequent to the creation of a Lake Park Community Redevelopment Agency. The plan, which included a 308 Acre CRA boundary consisting of older central portions of the Town around Old Dixie Avenue and Park Avenue, was updated in January 2010 by Civic Design Associates. The 2010 Plan expressed a clear vision for downtown and proposed a series of redevelopment initiatives that were partially implemented. The Town of Lake Park is currently interested in developing Mixed-Use Districts for the Federal Highway corridor. The study area incorporates the east and west side of Federal Highway between Silver Beach Road (to the south), Palmetto Drive (to the north), 2nd Street (to the west) and Lake Shore Drive (to the east). Both sides of the corridor require the creation of land development regulations, and the Town has recently adopted changes to the Comprehensive Plan for the east side of the corridor to establish the Federal Highway/Intracoastal Mixed-Use District

The Town commissioned Redevelopment Management Associates (RMA) to prepare a "Vision" for the Federal Highway corridor Mixed Use District. A report titled "Vision Lake Park" was prepared on August 2017 by RMA.

The vision established for the Town for the Mixed-Use District project is to encourage infill redevelopment and streetscape improvements along the Federal Highway Corridor and to achieve the following goals:

- Achieve a sense of place;
- Physical and functional integration from west side of Federal Highway to Lake Shore Drive;
- Enhanced of pedestrian, bicycle and vehicular accessibility and connectivity (Complete Streets Vision and Design);
- Overall development pattern that is compatible with surrounding neighborhoods and enhances character of the community;
- Preservation of potentially historic resources;
- Enhanced existing public spaces, waterfront and marina;
- Diversify the Town's tax base to better position the Town in the future, in its ability to provide services to its residents;

RMA reviewed the FDOT Complete Street Design Standards for U.S. 1 as well as the recommendations for the U.S. 1 Corridor in North Palm Beach that will be considered for the proposed improvements to the U.S. 1 Corridor in the Town of Lake Park

WRMA has studied the 2010 CRA and 2017 RMA reports and determined the following baseline data:

- The majority of residents in Lake Park (56.4%) worked in service industry jobs. Retail trade (20.1%) and Finance, Insurance, and Real Estate (4.3%) make up the second and third highest employee sectors;
- There were approximately 6,660 local jobs and a resident workforce of 3,978. This information indicated that businesses must look outside the Town of Lake Park to find employees;

- The percentage of renters in the Town was 50.5%;
- The Federal Highway Mixed Use Study Area has a high percentage of residents who rent rather than own their homes;
- Education levels with the mixed use study area were in line with the surrounding area and county average;
- Based on recent migration trends, it was observed the influx of young people aged 18-35 to Lake Park. These trends are very positive for revitalization of the area and for the attraction of new residents;
- The Town of Lake Park Community Redevelopment Agency has already successfully attracted investors and is in the process of issuing Requests for Proposal (RFP's) for redevelopment of commercial and residential parcels;
- An emerging arts scene coupled with affordable housing opportunities and access to waterfront have recently made the Town of Lake Park an attractive area for millennials and younger generations;
- The Kelsey Theater performing arts venue, along with the Palm Beach Dance Academy and artist-friendly Brewhouse Gallery are creating a "grassroots" music and arts scene;
- Successful events in downtown, Kelsey Park and Lake Park Harbor Marina are aiding in the "Renaissance" of Lake Park. Implementation of the mixed use vision will help downtown Lake Park anchor and complement the Mixed-Use District rather than compete with it;
- Regulation plays a big role in development and whether or not a project gets off the ground. A streamlined process focused on business friendliness and responsiveness can go a long way in the project initiation process;
- Areas in which the Town of Lake Park has regulatory influence over investment, including in the mixed use study area, include Floor Area Ratio, Residential Density, Lot Coverage, Design Standards, Signage, Parking Requirements, Building Heights, and Setbacks as well as design theme and overall vision for the district;
- The local real estate market has demonstrated the most activity in the retail sector. Retail is not only strong in Lake Park and the Federal Highway Mixed Use Study Area but throughout Palm Beach County;
- There is a demand for new product in the market as there has been no new multi-family product over the past 5 years in Lake Park or the Federal Highway Mixed Use Study Area.

Financing Factors

- The Stormwater Management Utility fee, in operation since 2008, was developed without taking into account the expenditures of a long-term and comprehensive CIP and its funding mechanism;
- The stormwater financial projections in the 1999 SWMP indicated that the current stormwater utility rate structure cannot generate sufficient income to fund the \$6.37 Million (1996) CIP program recommended at that time;
- According to the Bureau of Labor Statistics consumer price index, prices in 2018 are 51.28% higher than prices in 1999. The dollar experienced an average inflation rate of 2.20% per year during this period. A Capital Improvement Program cost of \$6,370,000 in 1999 is equivalent in purchasing power to \$9,636,747.06 in 2018, a difference of \$3,266,747.06 over 19 years.

APPROACH

WRMA agrees with the statement that as Palm Beach County continues to grow, the Town of Lake Park has an opportunity to capture new investment.

"...More companies and people are moving into Palm Beach County, and Lake Park has the potential to capture some of the economic growth occurring throughout the county; and position itself as an affordable market to live, work, and play".

Just as there is an opportunity for a mixed-use environment that will support office, retail, and multi-family product, there is also the opportunity for the development of a Town Stormwater Masterplan that can be a vehicle through which:

(1) The Town's stormwater infrastructure can be transformed into a resilient drainage system that enables Town Mangers to pro-actively manage system elements through modern digital infrastructure management systems, and;

(2) Enables town government officials to incorporate green infrastructure elements and best management practices through adoption of sustainable, resilient and environmentally friendly drainage regulations and policies that are "in-line" with the Town of Lake Park's Existing Master Plan vision.

While the downtown Park Avenue area provides some opportunities for drainage improvements, the Town of Lake Park has some unique characteristics such as wide Right-of-Ways along many residential corridors. The wide residential corridors provide some unique opportunities for the Town to implement Green Infrastructure elements which can promote sustainability as well as provide physical interception and treatment of stormwater runoff, while also providing some aesthetic enhancement to these residential corridors when coupled with pedestrian and bicycle friendly streetscaping improvements.

Through CRA efforts and other public outreach efforts, the Town's Green Streets stormwater enhancement program can attract both investment and prospective homeowners to Lake Park, particularly millennials and first-time homeowners. The Town's Stormwater Masterplan should provide for a functional modern rehabilitation of the Town's drainage system while also supporting economic re-development in both residential and commercial areas.

Demand for additional drainage capacity will continue to grow particularly in areas with re-development potential such as those recommended by the Community Redevelopment Agency (CRA). Therefore the Town's Stormwater Masterplan needs to be both *progressive* and *proactive* in order to satisfy future development needs.

Progressive – Green Infrastructure for Climate Change Abatement

The proposed SWMP will both utilize and promote Green Infrastructure and Low Impact Development (LID) approaches in stormwater management design and drainage policy, rather than the standard end-of-pipe treatment approach which typically requires vacant land for construction of detention/retention facilities. The proposed SWMP would also adhere to innovative approaches to address climate change, including:

- Performing Vulnerability and Adaptability assessment for use in stormwater CIP planning and implementation;

- Decentralizing stormwater infrastructure to create opportunities to build resilience and redundancy into urban planning and design, helping communities better prepare for extreme weather events;
- Integrating **Best Management Practices (BMPs)** in stormwater management Town-wide through new stormwater design standards, education and incentive programs for homeowners and developers who incorporate green infrastructure BMP elements into their properties and re-development plans, thereby allowing communities to simultaneously manage stormwater for both everyday and extreme rainfall events. Example BMPs include green roofing, rainwater harvesting, infiltration systems in combination with traditional conveyance and end of pipe infrastructure. Rain water harvesting can be done on almost any scale, even up to providing low cost rain barrels to capture downspout runoff for residential and commercial property owners.
- Emphasizing structural improvements such as stormwater treatment practices, non-structural practices such as enhanced tree canopy, impervious cover disconnection, a zoning overlay district/ordinance impacting new development or a combination of both structural and non-structural practices (hybrid techniques).

Low Impact Development (LID) is a planning and design approach that aims to mimic naturalized water balances. It combines infiltration, evaporation and transpiration while limiting runoff.

Transpiration is the biological process in which plants pull moisture out of the soil by their roots and release water vapor to the atmosphere through small openings in their leaves. Everyday plants release quantities of water vapor. Growing plants can transpire up to 10 times as much water as they hold in their stems and leaves.

Green roofs are vegetated roof systems that combine plants, engineered growing media, drainage layers and traditional waterproof roof membranes. They appear as rooftop gardens but in essence function to capture stormwater runoff that would otherwise be discharged through roof gutter letdowns.

Bioretention and rain gardens are other vegetated systems at the ground level that allow stormwater to soak directly into the soil media. These systems restore evapo-transpiration and treat (clean) stormwater by filtering it as it flows through the engineered soil media.

Pervious pavements allow stormwater runoff to infiltrate directly through the pavement layer into the underlying soils thus reducing the volume of stormwater runoff captured and conveyed through the drainage system. Permeable pavements can be used for low traffic roadways and driveways, parking lots and pedestrian walkways. Some of the most commercially successful systems include permeable interlocking pavers, grass pavers, pervious concrete, porous asphalt and recycled materials.

The goal of LID is to reduce the frequency with which the City's stormwater system releases runoff into the downstream end of pipe conveyance system.

Traditional end of pipe systems use centralized infrastructure such as the system of swales and pipes in the Town of Lake Park, to provide drainage, flood control and pollution management at the end of a sewer line (pond, canal, Intracoastal Waterway). The traditional swale, culvert, pipe conveyance and end of pipe infrastructure systems are being re-imagined to create a complete treatment train; stormwater is managed and treated at all points along its path through the urban environment, rather

than only at the end of line. These treatment trains systems can include exfiltration trenches, micro-bioretenion and rain gardens. Infiltration chambers use pipes and/or cells to hold back stormwater and remove nutrients. The treatment train concept is to mimic the way nature handles rainwater in the natural water cycle; it does not mean replacing paved roads with a park, but rather incorporating green infrastructure BMPs into the design of the roadway so that runoff from the paved areas can be intercepted and treated as opposed to typical capture and conveyance through a storm drain system of inlets and pipes.

Incorporating green infrastructure BMPs can carry numerous ancillary benefits from improving surrounding property values, to reducing the "heat island" effect in urban areas. The use of natural systems can often be less costly than utilizing structural approaches to stormwater management.

Some cities and towns provide incentives (tax reductions, credits) to install rain barrels on private property. The proposed SMWP goal for Climate Change abatement could be to provide green infrastructure for 10% of the impervious surface area over the next 20 years, capable of capturing one inch of rain during storms. Such a goal would not only reduce the total volume of runoff to be conveyed and treated at a lower cost but also could offset the projected increase of rainfall intensity caused by climate change in extreme storm events. Such a potential reduction in total runoff volume is significant if you consider that the stormwater runoff volume produced by a 3 Year/One hour storm event today may in 20 years be more equivalent to the current runoff volume produced by a 5 Year/One hour storm event.

Proactive – Early Stakeholder participation

Stakeholder support is critical to the success of the SWMP and to ensure that the SWMP recommendations are implemented in a timely fashion. Therefore, the development of the SWMP must involve Town stakeholders from the outset.

The Master Plan Outreach and Communication Element needs to be developed as the strategic and operational guidance document for the Town of Lake Park Stormwater Management Program. Developed through a collaborative, stakeholder-inclusive process, the Master Plan will build upon the program mission and stakeholder-defined goals to articulate strategic objectives. The objectives translate into manageable and measurable stormwater initiatives, services, activities, and projects. Stormwater utility resources are aligned, prioritized, budgeted, and utilized to implement program goals and objectives.

The stakeholders are involved in the SWMP process through two committees. The ***Stormwater Technical Advisory Committee (TAC)*** and ***Stormwater Policy Committee (SWPC)*** are created to involve the public, local officials and other stakeholders in the SWMP project. Meetings are held throughout the course of the project to keep the committees informed of the project status and to obtain feedback from the stakeholders.

The objective of the TAC is to routinely review and discuss important technical issues and advise the SWPC accordingly. TAC meetings are conducted through the duration of the project.

The objective of the SWPC is to review policy direction for the Stormwater Management Program and to support proposed SWMP implementation funding needs .

The SWMP must have broad public acceptance and support to be successful. Therefore, the project effort must include an aggressive Public Outreach and Education campaign structured to engage citizens and elected officials in the SWMP process. This includes educating elected officials and decisions makers to the importance of managing stormwater quality and its relationship to tangible measures such as the improvement of quality of life, promoting economic development and attracting prospective business owners, homeowners and tourism.

The public outreach and education program will include public meetings/workshops and interaction with the SWMP webpage on the City's website and an online flood complaint input form. The public outreach education program will provide important feedback throughout the SWMP process, as well as keeping the community involved and aware of the SWMP progress.

Proactive – Asset Management-based Stormwater System Planning

Development of the Stormwater Masterplan includes:

- Collection of available data including existing As-Built surveys of stormwater infrastructure;
- Reviewing existing drainage infrastructure inventories;
- Reviewing existing O&M maintenance records;
- Furthering development of GIS and unique asset identification systems;
- Introducing Lifecycle Asset Management Principles to stormwater O&M practices;
- Hydrologic and hydraulic modeling and analysis;
- Initiate the development of a condition assessment and rehabilitation program;
- Provide a framework for stormwater CIP project planning and development;
- and projecting Capital and O&M financial projections for ongoing and future CIP stormwater efforts.

The goal of stormwater master planning is to provide the Town with long-range stormwater management system planning which takes into account proposed or future conditions within entire drainage basins. The preferred methodology for long term proactive planning of stormwater asset rehabilitation is the application of Asset Management systems and principles.

The intent of proactive asset management is to ensure the long -term sustainability of the stormwater utility by helping a utility manager make informed decisions about when it is most appropriate to repair, replace, or rehabilitate particular assets and by developing a long-term funding strategy.

The assets that make up the drainage system infrastructure lose value over time as the system elements age through their expected service life and the materials begin to deteriorate. Proactive maintenance delivered through asset management systems can prolong the expected service life. As more system elements deteriorate, it may become difficult to deliver the desired drainage level of service (LOS) that the Town's customers want and expect. The costs related to the operation and maintenance of the drainage system will increase as stormwater assets age. By developing a stormwater asset management program, the Town can begin to proactively manage the system and provide Town managers and elected officials the financial data needed to properly plan and allocate short and long term funding for the utility's O&M and Capital costs.

There are five core components of asset management.

- Asset Inventory;
- Level of Service;
- Critical Assets;
- Life Cycle Costing;
- Long-term Funding Strategy.

Taking an Asset Inventory. The first core component of asset management is the asset inventory. This component is probably the most straightforward. It is also, arguably, the most important as it underlies all other aspects of asset management. The questions to be answered are:

- What stormwater assets are owned by the Town of Lake Park ?
- Where are they?
- What condition are they in?
- What is their remaining useful life?

Prioritizing Your Assets. The Town's stormwater utility program has a limited budget. Prioritizing the Town's assets will ensure that limited funds for rehabilitation or replacement of the most important or otherwise "critical" assets are properly applied. Critical stormwater assets are those with a high consequence of failure.

Developing an Asset Management Plan. Financial Planning for the rehabilitation and replacement of the Town's stormwater assets. This includes developing O&M and Capital budgets and calculating required reserves. This component may also include identifying alternative funding sources (grants).

Implementing the Asset Management Plan. Once the Town has determined the funding required to be set aside each year and how much additional funding will be needed moving forward, the utility administrators will need to work with the Town management , regulators and customers to implement asset management systems and strategies.

Although is not the intent of this project to develop a comprehensive Asset Management program, the proposed SWMP will be developed using core fundamental asset management principles which will provide a framework that can be built upon and enhanced as the Town begins to modernize the management of stormwater infrastructure.

Proposed Stormwater Masterplan (SWMP)

Based on data and research of the Town's physical, social, environmental, technical and financial drivers, WRMA has prepared a scope of work proposal for the development of a new Stormwater Masterplan.

The Town of Lake Park Stormwater Master Plan will be developed based on five (5) core objectives:

- 1) Project Management**
Quality Assurance and Quality Control

2) Outreach & Communication

Stakeholders (POA's, Elected officials, Residents), Regulatory Permitting, Development of Educational Outreach Initiatives and Campaigns

3) Water Resources Engineering Science: H&H Modeling, Stormwater Management, Drainage LOS and Flood control

LiDAR data processing, groundwater, surface water & water quality Hydrologic & Hydraulic modeling, drainage/flood level of service (LOS)

4) Sustainability & Resiliency

Climate change: Nuisance flooding, flooding LOS, coastal, surge, Sea Level Rise

Stormwater Innovations: Green infrastructure initiatives, Low Impact Development (LID)

5) Asset Management

GIS based asset inventory development, Initiation and Development of an Asset Condition Assessment Program and a development of a Sewer Rehabilitation, Repair & Replacement Program (SR³ Program), Capital Planning & Budget formulation

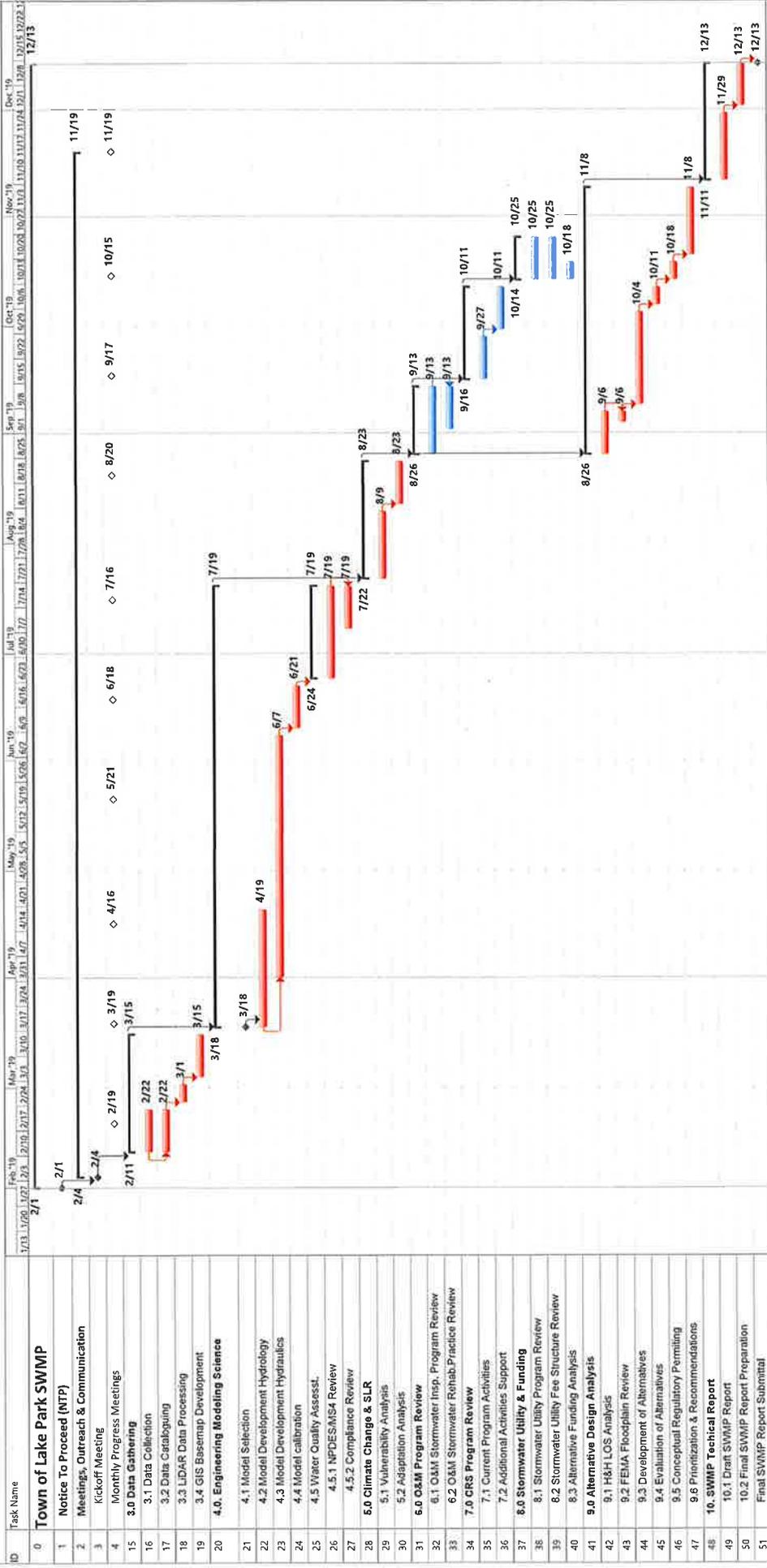
Project Delivery

WRMA will perform all activities proposed in the attached Scope of Services and Project Schedule.

Pilot Project

Following the completion of the Stormwater Master Plan, WRMA recommends that the Town undertakes the implementation of a pilot project to showcase the SWMP green infrastructure approach to Stormwater Management.

TOWN OF LAKE PARK STORMWATER MASTER PLAN



Project: Town of Lake Park SWMP
 EOR: Raul Mercado, PE
 Date: Thu 12/27/18

Task █ Milestone/Meeting ◆ Project Summary Inactive Task █ Critical █

WRMA
 WATER RESOURCES MANAGEMENT ASSOCIATES

WRMA Contract: Town of Lake Park Resolution 79-11-18 Page 1

**PROPOSED SCOPE OF SERVICES
FOR TOWN OF LAKE PARK
STORMWATER MASTERPLAN**

TASK 1.0 PROJECT MANAGEMENT

WRMA Project Management Approach

WRMA's assigned Project Manager will be *Raul Mercado, PE, CFM*. He will be responsible for:

- Management of the terms and conditions of the contract (or each Task Order/Service Authorization as assigned);
- Providing project technical support as required;
- WRMA Team staff selection for work assignments;
- Providing direction for development work assignment scope of services and fee proposals ;
- Maintaining consistent quality performance;
- Troubleshooting problems that may arise;
- Providing miscellaneous consulting services not part of regular work assignments;
- Maintaining effective communications between Town and WRMA Team staff;

Michael Mercado, PE, Assistant Project Manager, will assist the project manager in the day to day execution of the contract assigned Tasks. The WRMA Assistant Project Manager will be available to discuss all aspects of project status in the event the Project Manager is unavailable.

1.1 Meetings

WRMA has included an estimate of man hours required for miscellaneous meetings which we be required over the course of this task order for project status updates or face to face meetings at the request of the Town. The methods of progress updates will be chosen based on the Town's requirements. This may include, for example, periodic meetings and phone calls to the Town's project manager for notification of the project's progress.

1.2 Billing

WRMA will invoice the Town for direct labor hours and expenses for services provided to the Town per the Town of Lake Park's invoicing procedure. Direct labor hours for administrative documentation and preparation of invoices has been accounted for in this Scope of Services.

1.3 Bi-Weekly Updates

The WRMA team shall prepare bi-weekly or monthly written progress reports to provide documented status of the project. WRMA utilizes Microsoft Project software to create timelines and schedules for individual projects. WRMA will track project progress and provide updated schedules at the request of the Town.

1.4 Quality Assurance and Quality Control

WRMA shall perform QA/QC review of all project deliverables. The QA/QC plan provides for:

- *Clear assignments of responsibilities to all WRMA project team members to ensure the right people will be available at the right time to review and comment on the project design and plans production;*
- *Project reviews to ensure that WRMA will address all of the critical issues on the project in accordance with the Town's expectations and to ensure the project design meets current standards, is appropriate for the project scope, and is cost effective for construction;*
- *QC document tracking procedures to allow for monitoring, review, and improvement of the quality control process;*
- *Time Management for maintaining the project schedule and keeping the Town well informed on the project progress;*

TASK 2.0 OUTREACH AND COMMUNICATIONS

2.1 Development of an Outreach Plan

Outreach is an essential task, and effective communication will be absolutely necessary to the success of this project. The purpose of the Outreach & Communications Task is to identify and engage the project's stakeholders, and to provide a foundation and establish expectations for all project communications. WRMA will establish a detailed outreach plan identifying stakeholders, agencies and methods for communicating with the public concerning development of the Town's stormwater masterplan. Communication techniques may include development of marketing materials and social media campaigns, web pages on the Town's web domain discussing the elements and outreach events planned as part the SWMP development, including meeting dates for technical committees as well as educational materials.

2.2 Meetings with Elected Officials

WRMA will conduct a one-on-one meetings with each Commissioner. Each Commissioner will be given the opportunity of appointing citizens to the Stormwater Technical Committees. WRMA will prepare presentations to inform selected officials at project progress milestones or to address areas of immediate flooding concern. WRMA will perform one-on-one meetings with each Commissioner to review pending Alternatives Analysis Capital Improvement Plan (CIP) project development in his or her district per approved communication protocol. WRMA will attend full Commission meetings to further explain how alternatives were screened and ultimately selected as recommendations.

2.3 Meetings with Regulatory Agencies

WRMA will conduct meetings with regulatory agencies as required. Regulatory agencies which may be involved in the development of the SWMP may include:

- South Florida Water Management District (SFWMD)
- The Federal Emergency Management Agency (FEMA) (and their consultants)
- The Florida Department of Environmental Protection (FDEP)
- Palm Beach County
- Participating Palm Beach County National Pollutant Discharge and Elimination Systems
- (NPDES) Consortium and consultants (Northern Palm Beach County Improvement District)
- Neighboring Municipalities

2.4 Meetings with Stakeholders

Stakeholder support is critical to the success of the SWMP and to ensure that the SWMP recommendations are implemented in a timely fashion. WRMA will identify all key stakeholders at all levels that will impact the outcome of the project and maintain their engagement throughout the life of the project. Stakeholders will be consulted, asked to provide input, obtain their “buy in” and continued support towards project completion and implementation of the SWMP.

Example Stakeholders

Town Elected Officials
Town Employees
The General Public/Citizen Committees
The Town’s business owners
Homeowners Associations
Property Owners Associations

Advisory Committees

Two project advisory committees will be created (if not already in effect). The *Stormwater Technical Advisory Committee (STAC)* and the *Stormwater Policy Committee (SPC)* will meet periodically to review findings and refine recommendations that will address long-term solutions, taking into account other priorities of the Town.

FEMA Related Activities

WRMA will address, if necessary, floodplain management and mapping issues related to the deployment of FEMA’s updated DFIRM maps in 2017 by Palm Beach County. WRMA will assist with Activity 510—Floodplain Management Planning as discussed in the Coordinator’s Manual: National Flood Insurance Program Community Rating System (2013) and the requirements of a program for Public Information as noted in the Coordinator’s Manual: National Flood Insurance Program Community Rating System .

2.5 Development of Educational Materials & Events

WRMA will develop educational materials discussing important project developments concerning the SWMP development. Education materials may include promotional pamphlets and other informational brochures concerning the project development as well as advertisements for advisory committee meeting dates and other Town Events.

Task 2 Deliverables:

- Outreach Plan Outline

TASK 3.0 DATA COLLECTION AND MANAGEMENT

3.1 Data Collection

WRMA will review the adequacy of previously collected data to prepare the SWMP H&H tasks and make recommendations, if necessary, for additional data acquisition.

3.2 Data Cataloguing

WRMA will apply Asset Management (AM) principles for inventory and cataloguing of the stormwater management/ drainage system linear and control structures assets (i.e. all assets will have an ID).

3.3 LiDAR Data Management

WRMA will obtain and process (if necessary) the recently acquired and Palm Beach County-distributed Light Detection and Ranging (LiDAR) datasets for the development of a project base map inclusive of linear assets and control structures .

H&H Model Parameterization

WRMA will identify data input parameters for the development of the Hydrologic and Hydraulic Model to be prepared as part of Task 4. Parameters may include the following:

- Watershed Boundaries Including Canals, Lakes, etc.
- Drainage Basin Delineation
- FEMA Flood Profiles and Floodplain Maps
- Identify areas of known flooding.
- Identify characteristics of land cover.
- Identify stormwater sewer networks and point source discharges.
- Identify potential inflow/ infiltration points.

3.4 GIS/CAD Basemap Development

WRMA will develop a basemap to be incorporated into the hydrologic and hydraulic model. The information to be included in the basemap may include:

- Location (digitized in a format compatible with the Town's GIS)
- Type of Structure, Material, Function
- Dimensions as Needed for Modeling
- Invert Elevations as Needed for Modeling
- General Condition Information
- Other Data as may be Appropriate and Available

Task 3 Deliverables:

- Data Collection and Management Technical Report

TASK 4.0 WATER RESOURCES ENGINEERING MODELING SCIENCE

4.1 Software & Model Selection

WRMA, in consultation with the Town's Project Manager, will perform selection of software and H&H models for the Town's SWMP. WRMA will prepare a model selection matrix for the major categories of models to be provided including stormwater models, pollutant-loading models, sea-level-rise models, and hydroperiod/water budget models.

4.2 Model Development Hydrology

WRMA will develop hydrologic parameters for stormwater modeling including design storm rainfall volumes, sub-basin stage-storage, starting water levels, directly connected impervious area (DCIA) and non-directly connected impervious area (NDCIA), rainfall-runoff response), applying automated GIS methodology. WRMA will select a methodology for modeling infiltration, percolation, evapo-transpiration.

4.3 Model Development Hydraulics

WRMA will select hydraulic parameters for cross-sections for swales and channels from survey and LiDAR. WRMA code relevant hydraulic parameters for existing structures. WRMA will develop a preliminary H&H model and provide the modeling results for review to the Town Project Manager with an analysis of the results.

4.4 Model Calibration

WRMA will assess model performance through calibration analysis.

4.5 Water Quality Assessment

4.5.1 NPDES/MS4 Review

WRMA will review the Town's MS4 NPDES permit, which establishes the Town's baseline approach to water quality. The review will include:

- Review of pollutant-loading model for the Palm Beach County-wide effort;
- Review of available water quality data at a basin level (major waterbodies and based on FDEP WBIDs (Final TMDLs, Draft TMDLs, and BMAPs –listing data);
- If applicable, review 303(d), verified impaired, and planning lists for the Town's, final TMDLs, Draft TMDLs, and BMAPs –listing data;
- Identify areas adversely impacted by erosion, sedimentation, and siltation on a watershed basis.

4.5.2 Compliance Review

WRMA will perform a compliance review of the Town's stormwater management monitoring data. The review will include:

- Review monitoring data from current monitoring stations within the Town's basins;
- Pollutant Loading Estimates and Trend Analyses (Pollutant loading model selected to estimate TN, TP, BOD, and TSS loads from the Town's basins);
- Assess opportunities for the Town's Lake Worth Lagoon Initiatives (Funding source).

Task 4 Deliverables:

- Hydrologic and Hydraulic Modeling Technical Report
- Water Quality Assessment Technical Report

TASK 5.0 CLIMATE CHANGE AND SEA LEVEL RISE ASSESSMENT

5.1 Sea Level Rise Vulnerability Analysis

WRMA will perform a vulnerability analysis to assess the impacts of climate change and sea level rise. The findings will be considered throughout the development of the SWMP. WRMA will identify vulnerable areas. WRMA will assess the effectiveness and longevity of the Town's stormwater infrastructure as it relates to sea level rise.

5.2 Sea Level Rise Adaptation Analysis

WRMA will recommend tools for infrastructure mitigation, adaptation and policy formulation to address SLR impacts. Infrastructure improvements may consider pumping solutions, coastal hardening of public/private property, regulatory fixes and standard design practices for SLR mitigation.

Task 5 Deliverables:

- Sustainability Assessment Report

TASK 6.0 OPERATIONS AND MAINTENANCE (O&M) PROGRAM REVIEW

6.1 O&M Stormwater Inspection Program Review

WRMA will review the Town's Stormwater Operations and Maintenance (O&M) Program. WRMA will review the Town's stormwater/drainage system standards details, construction methods, and materials lists, and provide recommendations for enhanced standards. WRMA will review stormwater continuing services construction contracts and provide recommendations. WRMA will review drainage system maintenance activities to identify opportunities to maximize CRS Activity 540 credit points.

6.2 O&M Stormwater Rehabilitation Practices Review

WRMA will apply Asset Management practices to assess the adequacy of the Town's O&M activities related to stormwater management and recommend proactive O&M measures. WRMA will review the Town's repair and replacement rehabilitation program including review of the process for acquisition of stormwater system condition assessment (CCTV) data.

Task 6 Deliverables:

- O&M Program Review Technical Report

TASK 7.0 COMMUNITY RATING SYSTEM (CRS) PROGRAM REVIEW

7.1 Current Program Activities

WRMA will perform a review of the Town's CRS Program with regard to new guidelines/scoring and recent requirements, including the Town's 2017 DFIRM Floodplain Management Plan Update. WRMA will review the Town's CRS program and provide technical support and expert guidance to maximize the Town's CRS classification and to effectively leverage SWMP activities for CRS points with the goal of achieving a lower rating (currently at 8). If possible WRMA will assist with CRS audit/verification visit to enhance the Town's CRS classification. WRMA will identify key opportunities for CRS points. WRMA will

leverage the Town's SWMP development tasks for key opportunities to earn CRS points. WRMA will assist with coordination of HMGP project submittals with the Local Mitigation Strategy Group.

7.2 CRS Additional Activities Support

WRMA will assist the Town's CRS administrator with public outreach and infrastructure recommendations. WRMA will assist with Repetitive Loss Area Analysis (RLAA) analysis (if applicable). WRMA will identify key opportunities to increase the Town's use of green infrastructure and sustainable stormwater BMPs/low-impact development (LID). WRMA will evaluate and identify appropriate state-of-the-art BMPs including rain gardens, permeable pavements, infiltration strips, bio-swales, etc. for inclusion in the Land Development Code. The BMPs will address runoff, flooding, and water quality issues.

Task 7 Deliverables:

- CRS Program Review Technical Report

TASK 8.0 STORMWATER UTILITY ADMINISTRATION AND FUNDING SOURCES

8.1 Stormwater Utility Program Review

WRMA will review the structure of the current stormwater utility program including the number of users, the mechanism to assess the fee and the funding sources.

8.2 Stormwater Utility Fee Structure Review

WRMA will review the Town's Stormwater Utility, including the fee. Recommendations will be made for adjusting the fee Equivalent Stormwater Unit (ESU) calculation parameters and rate structure.

8.3 Alternative Funding Analysis

WRMA will assist the Town's stormwater program with identifying of alternative funding opportunities (grants, bonding, etc.).

Task 8 Deliverables:

- Stormwater Utility Review Technical Report

TASK 9.0 ALTERNATIVES ANALYSIS

9.1 Level of Service (LOS) H&H Modeling Analysis

WRMA will perform drainage level of service (LOS) analysis to assess the potential for flooding throughout the Town. Flooding will be assessed at the local level (Nuisance Flooding), at the basin level (Flooding LOS), and as a function of climate change (Coastal /Sea Level Rise, and increasing storm event intensities (flooding frequency and duration).

The following design (frequency/duration, yr/hr) storm events standards will be applied:

- LOS Design storm events: 3yr/24hr
- Road centerlines: 10 yr/24hr

- New Development: 25yr/3day (consistent with SFWMD technical guidelines)
- FFE: 100 yr/3day
- SLR projections, increasing storm event intensity

The flooding LOS will be calculated at the at the sub-basin scale when applicable. The LOS will be developed based on the results of the stormwater model and how those results translate to flood risk. Both roadway and structural flooding LOS will be established and analyzed.

9.2 FEMA Floodplain Review

Updated FEMA DFIRMS maps for the Town became effective on October 5, 2017 through the Palm Beach County map Revision process. WRMA will compare FEMA DFIRM 100-year Base Flood Elevation (BSE) elevations with WRMA calculated 100-year/3day storm event elevations.

If necessary, WRMA will provide data for any potential FEMA/DFIRM panel replacement. DFIRM revisions are typically determined by FEMA depending on the County-wide DFIRM process (FEMA's LOMR's or Physical Map Revision (PMR)).

9.3 Development of Alternatives

WRMA will perform analysis of proposed rehabilitation alternatives based on a detail study of current and forecasted drainage LOS deficiencies. WRMA will study areas where known drainage infrastructure is lacking. WRMA will Identify problem areas within SFHA's.

9.4 Evaluation of Alternatives

WRMA will identify priority areas (flooding or water quality problems exist). WRMA will identify areas where intense growth is likely, land uses will be changed in future (Such as in the Vision, CRA planning area). WRMA will identify areas of non-priority (few problems currently exist, low to moderate growth is expected and land use changes are not likely). WRMA will identify areas and projects that can perform as stormwater management facilities.

WRMA will work with Town staff to create a matrix and methodology for the analysis of projects alternatives. WRMA will review (with regional regulators) current stormwater maintenance protocols for controlling elevations in the C-17 canal to reduce risk before storm events.

WRMA will formulate potential stormwater /drainage system rehabilitation strategies and evaluate their effectiveness in alleviating flooding and water quality problems. WRMA will calculate the expected damages avoided (Benefits) due to flooding for each alternative and compare the reduction in damages to the total cost of implementation to develop a FEMA-based cost/benefit ratio analysis. WRMA will formulate the Alternatives Analysis as an outline, and present the results to staff and elected officials at one-on-one meetings, workshops, and/or regular meetings.

9.5 Conceptual Regulatory Permitting with SFWMD

WRMA will meet and discuss pertinent permitting issues with SFWMD regulatory staff to allow for conceptual permitting of projects that result from the SWMP.

9.6 Alternative Design Prioritization & Recommendations

Flood damage will be estimated and a priority ranking system will be developed for problem areas based on the RLAA, LOS analysis, potential for harm to human, life, possible degradation of the environment, and magnitude of anticipated annual damages.

Traditional CIP prioritization of retrofit rehabilitation alternatives using the standard Benefit/Cost analysis is not sufficient as it does not take into account the condition of the pipe obtained in the current CCTV of the system. WRMA will apply Asset Management concepts of condition vs. criticality to prioritize proposed improvements. A C vs. C matrix will be developed that will incorporate (if available) the condition assessment results in addition to the financial B/C results and other social, environmental factors

- Revise the stormwater CIP with identified projects;
- Facilitate the prioritization of alternatives and development of recommendations;
- Identify capital improvement needs based on a 20-year time frame and recommend projects based on 5-year increments;
- Prepare cost estimates for engineering, construction, contingency, O&M costs, time phasing requirements;
- Cost/benefit ratio, and priority ranking will be included. A comprehensive view of design and O&M cycles will be considered.

The Town's existing funding and programming will be reviewed in concert with potential projects and a reasonable funding program will be considered as recommendations are developed. This will include:

- Consideration for potential rate increases;
- Presentation of final recommendations to Town staff;
- Assisting staff with the roll-out of projects to elected officials.

Task 9 Deliverables:

- LOS Modeling Technical Report
- FEMA Floodplain Review Technical Report
- Alternatives Analysis Technical Report

TASK 10.0 STORMWATER MASTER PLAN REPORT

10.1 Draft SWMP Report

WRMA will prepare a draft report of the SWMP. The SWMP document will include an executive summary, a summary list of recommendations, and a recommended action plan for implementation. WRMA will provide an action plan with list of responsible parties, estimated budgets, and schedule for completion.

The Draft SWMP report will culminate with a presentation of the preliminary rehabilitation design alternatives to the Town management and officials for public discussion and funding. A series of Master Plan workshops will be scheduled with stormwater staff and the advisory stormwater committees to help further define the objectives and measures for the Town's Stormwater Management Master Plan.

Stakeholder consensus must be achieved and funding identified prior to finalizing a long term (20 year) plan of SWMP recommendations.

Upon acceptance of a final Draft Report, WRMA finalize the remaining sections of the Final SWMP technical report. WRMA will provide both hardcopy and electronic copies of the full Draft SWMP report to the Town for comments. WRMA will address and review each set of comments

Deliverables:

- Draft SWMP Report and Supporting Documentation;
- Draft H&H Model Data;

10.2 Final SWMP Report

WRMA will finalize the SWMP and provide three hard copies and an electronic copy of the finalized SWMP report. WRMA will provide all model data and electronic data utilized in the production of the H&H model to the Town's Project Manager. The stormwater master plan update will be completed no later than 12 months from issuance of a notice to proceed.

Deliverables:

- Final SWMP Report and supporting Documentation;
- Final H&H Model Data;

PRICE PROPOSAL

Please see attached cost estimate for a breakdown of the direct labor hours and expenses related to the proposed Scope of Services.

Total Cost of Proposed Scope of Services: \$ 119,570.00