



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Executive Session
Immediately Followed by the
Special Call Commission Meeting
Wednesday, October 30, 2019, 6:00 p.m.
Lake Park Town Hall
535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
.....		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

- A. **CALL TO ORDER/ROLL CALL**
- B. **PLEDGE OF ALLEGIANCE**
- C. **COMMISSION WILL NOW RECESS THE SPECIAL CALL COMMISSION MEETING AND GO INTO AN EXECUTIVE SESSION.**

AFTER THE EXECUTIVE SESSION THE COMMISSION WILL RECONVENE THE SPECIAL CALL COMMISSION MEETING.

- D. SPECIAL PRESENTATIONS/REPORTS**
1. Proclamation for Janet Perry, Employee of the Year 2018. Tab 1
 2. Presentation by JETSETV F.C. 2019 Summer Camp Soccer Program Tab 2
- E. 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.
- F. CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.
3. Regular Commission Meeting Minutes of October 2, 2019 Tab 3
 4. Resolution No. 83-10-19 2019 Updating the Town of Lake Park Facility Rental Handbook Tab 4
 5. Resolution No. 84-10-19 Creating a 2020 Census Partnership Tab 5
 6. Resolution No. 85-10-19 Authorizing the Town Commission to Approve the Creation of a 2020 Town of Lake Park Complete Count Committee Tab 6
 7. Resolution No. 86-10-19 Authorizing and Directing the Mayor to Execute a State-Funded Grant Agreement with the Florida Department of Transportation for the Provision of Thermoplastic Roadway Striping and Associated Items. Tab 7
 8. Resolution No. 87-10-19 Authorizing and Directing the Mayor to Execute an Agreement with REG Architects, Inc. for Professional Architectural Services Associated with the Evaluation of the Town Clerk Ceiling and Town Hall Exterior Doors. Tab 8
 - 8A.** Resolution No. 91-10-19 Assignment and Assumption Agreement for the Brownfield Site Rehabilitation Agreement. **Tab 8a**
- G. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**
9. Ordinance No. 09-2019 Repealing in its Entirety Chapter 2, Article V, Division 2, Entitled “Purchasing”, and Replacing and Readopting it as a Revised Division 2 Tab 9

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REPEALING IN ITS ENTIRETY CHAPTER 2, ARTICLE V, DIVISION 2, ENTITLED “PURCHASING”, AND REPLACING AND

READOPTING IT AS REVISED DIVISION 2; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

10. Ordinance No. 10-2019 Amending Chapter 18 Pertaining to the Requirements for Special Event Permits. Tab 10

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, PERTAINING TO THE REQUIREMENTS FOR SPECIAL EVENT PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11. Ordinance No. 11-2019 Amending Chapter 70 Entitled “Sign Regulations” Providing for the Addition of a Definition of Outdoor Seasonal Sales; Providing for the Amendment of Section 70-103 to Add Outdoor Seasonal Signs as a Permitted Sign. Tab 11

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 70, ENTITLED “SIGN REGULATIONS” PROVIDING FOR THE ADDITION OF A DEFINITION OF OUTDOOR SEASONAL SALES; PROVIDING FOR THE AMENDMENT OF SECTION 70-103 TO ADD OUTDOOR SEASONAL SIGNS AS A PERMITTED SIGN; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

I. NEW BUSINESS:

12. Resolution No. 88-10-19 Authorizing the Town Manager to Execute the Tuition Reimbursement Agreement with Town Employee Anders Viane. Tab 12

13. Resolution No. 89-10-19 Approving and Directing the Mayor to Execute an Agreement with Dover, Kohl & Partners for Planning Services. Tab 13

14. Resolution No. 90-10-19 Authorizing and Directing the Mayor to Execute an Agreement with Southwide Industries, Inc. for the Provision and Installation of Roadway Pavement Marking and Associated Items. Tab 14

15. Discussion and Vote by the Town Commission Directing the Planning and Zoning Board to Make a Recommendation of Approval or Denial to the Commission on the Mixed Use District and Federal Highway Mixed Use District Overlay Text Amendments. Tab 15

16. Discussion on Town Communication Before and After Storms Tab 16

J. PUBLIC COMMENT:

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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, November 6, 2019

Proclamations

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 30, 2019

Agenda Item No. /

Agenda Title: Proclamation for Janet Perry, Employee of the Year for 2018

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

Approved by Town Manager *John C. ...* Date: 10/14/19
Bob McKelton

Name/Title
ASSISTANT TOWN MGR/HUMAN RESOURCES DIRECTOR

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

Summary Explanation/Background:

On August 14, 2019, the time period opened up for the receipt of nominations for Employee of the Year for 2018. The deadline for receipt of such nominations was September 9, 2019, and by this deadline the following employees were nominated for this award:

- Jackie Harris, Commercial Sanitation Foreman, Public Works Department
- John Payne, Dock Attendant, Lake Park Harbor Marina
- Marvin Payne, Equipment Operator III, Public Works Department
- Janet Perry, Assistant to the Town Manager, Town Manager's Department
- Kimberly Rowley, Assistant to the Community Development Director, Community Development Department
- James Skrandel, Facilities Maintenance Worker III, Public Works Department

The final deadline for receipt of completed ballots for the actual selection of Employee of the Year from among the above nominees was September 25, 2019. By a majority vote of the ballots submitted by Town employees, Janet Perry was selected as the Employee of the Year for 2018.

Ms. Perry has received a one-time monetary award of \$500.00 (which was budgeted for in Fiscal Year 2019), and she will also be eligible for nomination by the Town Commission for recognition by other agencies.

**PROCLAMATION
RECOGNIZING JANET PERRY
AS THE 2018 EMPLOYEE OF THE YEAR**

WHEREAS; *Janet Perry* commenced her employment with the Town of Lake Park as Administrative Assistant to the Town Manager on October 31, 2005; and

WHEREAS; in recognition of the high caliber of assistance that she provides to the Town Manager, *Janet Perry* was reclassified in 2015 as the Assistant to the Town Manager; and

WHEREAS; in such capacity *Janet Perry* routinely provides the utmost in customer service not only to the Town's customers, but to her colleagues as well by seeing to it that their needs are met; and

WHEREAS; despite her heavy workload *Janet Perry* always provides such services with a friendly smile and a pleasant comment; and

WHEREAS; *Janet Perry* has often gone beyond the call of duty by accepting and performing additional duties and has always placed the Town and its customers first in the performance of her responsibilities; and

WHEREAS; *Janet Perry* has continuously demonstrated excellent leadership skills and integrity by handling difficult situations with ease, grace, courtesy and sound judgment; and

WHEREAS; *Janet Perry* has earned the distinction of having been selected as the Employee of the Year on two separate occasions, the first as Employee of the Year for 2008; and

WHEREAS; the Town of Lake Park wishes to publicly recognize *Janet Perry* for her service and accomplishments.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Michael O'Rourke, Mayor of the Town of Lake Park, do hereby publicly recognize and commend *Janet Perry* for her dedication and service, and recognize her as the 2018 Employee of the Year.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 30th day of October, 2019.

By: _____
Mayor Michael O'Rourke



ATTEST:

Vivian Mendez, Town Clerk

**Special
Presentations
/Reports**

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 30, 2019

Agenda Item No. 2

Agenda Title: JETSETV F.C. 2019 Summer Soccer Camp

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager [Signature] Date: 10/21/19
[Signature] - Special Events Director
 Name/Title

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

Summary Explanation/Background:

Since 2018 JETSETV F.C. has committed itself to encouraging youth living in the Town of Lake Park to participate in outdoor activities and healthy initiatives. Through its partnership with the Town of Lake Park's Special Events Department, JETSETV F.C. has organized both youth and adult soccer programs at Bert Bostrom Park.

As a recipient of the Town's Grant Making Policy, JETSETV F.C. provided a free 5-day soccer camp for over 100 youth ages 6-12 years old. The camp took place June 3rd -9th at Bert Bostrom Park. Each day included the development of sports skills like speed,

strength, balance and control. Campers were also taught core values such as teamwork, respect, responsibility and service. The camp ended with a 2-day soccer tournament and awards ceremony.

JETSETV F.C. looks forward to continuing its partnership with the Town of Lake Park by participating in the upcoming After School Sports Club to be held at Bert Bostrom Park beginning November 5, 2019.

Recommended Motion: N/A

Consent Agenda

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 30, 2019

Agenda Item No. 3

Agenda Title: Regular Commission Meeting Minutes of October 2, 2019

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

Approved by Town Manager

Date:

10/14/19

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

Recommended Motion: To approve the Regular Commission Meeting Minutes of October 2, 2019.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 2, 2019,
Immediately Following the Special Call
Community Redevelopment Agency Meeting,
Lake Park Town Hall
535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
John Linden	—	Commissioner
Roger Michaud	—	Commissioner

John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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A. **CALL TO ORDER/ROLL CALL:**

B. **PLEDGE OF ALLEGIANCE:**

C. **SPECIAL PRESENTATIONS/REPORTS:**

1. Proclamation Proclaiming Mediation Week as October 13-19, 2019

Tab 1

2. ShotSpotter Presentation by Palm Beach County Sheriff's Office

Tab 2

D. **PUBLIC COMMENT:**

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

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

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

3. Regular Commission Meeting Minutes of September 18, 2019. Tab 3
4. Final Public Hearing on the Budget Meeting Minutes of September 19, 2019 Tab 4
5. Resolution No. 78-10-19 Recognizing Florida City Government Week, October 21-27, 2019. Tab 5
6. Resolution No. 79-10-19 Declaring Certain Town-Owned, Tangible Personal Property as “Surplus” and Eligible for Disposal. Tab 6
7. Resolution No. 80-10-19 Supporting Passage of Legislation to Determine the State Of Florida Water Infrastructure Funding Needs and Potential Sources of Revenue To Address the Same. Tab 7
8. Resolution No. 81-10-19 Authorizing and Directing Mayor to Sign the Grant Amendment Extending the end of the 2018-2019 Community Development Block Grant from September 30, 2019 to April 30, 2020. Tab 8
9. Resolution No. 82-10-19 Approving the Updated 2020 Local Mitigation Strategy (LMS) Plan Tab 9
10. Amendment of the Town of Lake Park Position Titles, Job Codes and Pay Plan For Fiscal Year 2020 Tab 10

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

None

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

11. Ordinance No. 08-2019 Municipal Election Ballot Language for the Economic Development Ad Valorem Tax Exemptions. Tab 11

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN A REFERENDUM QUESTION OF WHETHER THE TOWN COMMISSION SHALL BE AUTHORIZED TO GRANT AN EXEMPTION TO THE PAYMENT OF AD VALOREM PROPERTY TAXES THAT A NEW BUSINESSES OR AN EXISTING BUSINESSES IN THE TOWN THAT IS PROPOSING TO EXPAND PURSUANT TO SECTION 3, ARTICLE VII OF THE STATE CONSTITUTION; ESTABLISHING THE DATE OF MARCH 17, 2020 FOR THE REFERENDUM; PROVIDING FOR A BALLOT TITLE AND SUMMARY; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; AND PROVIDING FOR AN EFFECTIVE DATE.

H. NEW BUSINESS:

12. A Request from the Event Organizers of the 14th Annual Vets Day Car Show Proposed for Sunday, November 10, 2019 to allow the Town to be a Co-Sponsor, Thereby Allowing for the Waiver of Certain Fees Tab 12

13. A Request from the Event Organizers of the Vintage Motorcycle Festival Proposed for Saturday, December 7, 2019 to Allow the Town to be an Event Co-Sponsor and Provide Funding for the Event Cost. **Tab 13**

14. Establish a Date for an Executive Session to Discuss the Reopener on Wages for the Second Year of the Collective Bargaining Agreement between the Town of Lake Park and Federation of Public Employees. **Tab 14**

I. PUBLIC COMMENT:

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

J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

K. REQUEST FOR FUTURE AGENDA ITEMS:

L. ADJOURNMENT:

Next Scheduled Special Call Commission Meeting will be held on Wednesday, October 30, 2019



**Minutes
Town of Lake Park, Florida
Regular Commission Meeting Minutes
Wednesday, October 2, 2019, 8:27 PM
Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, October 2, 2019 at 8:37 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden, 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 PRESENTATION/REPORT:

1. Proclamation Proclaiming Mediation Week as October 13-19, 2019

Mayor O'Rourke presented Town of Haverhill Vice-Mayor Lawrence Gordon with the Proclamation. Vice-Mayor Gordon thanked the Town Commission for the Proclamation. He explained what Mediation Week means to Palm Beach County.

2. ShotSpotter Presentation by Palm Beach County Sheriff's Office

Captain Gendreau gave a presentation regarding the ShotSpotter program (see Exhibit "A"). Commissioner Flaherty asked if the crime was concentrated to a specific area. Captain Gendreau stated that it occurs randomly. He explained that for every alert they are responding, because they can pin point where the shots came from. Deputy Adam Pozsonyi explained the response time since the system has been installed. Mayor O'Rourke asked if arrest have been made as a result of the system. Deputy Pozsonyi explained the different cases and how they are listed in their system. Commissioner Michaud asked if the cameras are linked to the License Plate Reader system. Deputy Pozsonyi explained that they are not integrated, however the Real Time Crime Center staff begin to trace back from where the shots were registered. He gave an example of a situation that the systems was able to help them resolve. A date to visit the Real Time Crime Center was discussed. Commissioner Linden asked if the system was being kept a secret or could the system be announced to the public as a way to deter crime. Captain Gendreau explained that the system was not a secret and it could be marketed.

PUBLIC COMMENT:

Sue Duchene, Lake Park resident, encouraged the Commission to create a policy, which would continue to use 800 Park Avenue as an arts gallery. She asked that they make an informed decision about the building. She expressed concern that information had been misrepresented.

CONSENT AGENDA:

3. Regular Commission Meeting Minutes of September 18, 2019.

4. Final Public Hearing on the Budget Meeting Minutes of September 19, 2019

5. Resolution No. 78-10-19 Recognizing Florida City Government Week, October 21-27, 2019.
6. Resolution No. 79-10-19 Declaring Certain Town-Owned, Tangible Personal Property as “Surplus” and Eligible for Disposal.
7. Resolution No. 80-10-19 Supporting Passage of Legislation to Determine the State Of Florida Water Infrastructure Funding Needs and Potential Sources of Revenue To Address the Same.
8. Resolution No. 81-10-19 Authorizing and Directing Mayor to Sign the Grant Amendment Extending the end of the 2018-2019 Community Development Block Grant from September 30, 2019 to April 30, 2020.
9. Resolution No. 82-10-19 Approving the Updated 2020 Local Mitigation Strategy (LMS) Plan
10. Amendment of the Town of Lake Park Position Titles, Job Codes and Pay Plan For Fiscal Year 2020

Commissioner Linden asked that item 6 and 10 be pulled from the Consent Agenda.

Motion: Commissioner Michaud moved to discuss items 6 and 10 at the end of the meeting; Vice-Mayor Glas-Castro seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

Motion: Commissioner Michaud moved to approve the remaining items on the Consent Agenda; Vice-Mayor Glas-Castro seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

PUBLIC HEARING – ORDINANCE ON FIRST READING: None

PUBLIC HEARING – ORDINANCE ON SECOND READING:

11. Ordinance No. 08-2019 Municipal Election Ballot Language for the Economic Development Ad Valorem Tax Exemptions.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN A REFERENDUM QUESTION OF WHETHER THE TOWN COMMISSION SHALL BE AUTHORIZED TO GRANT AN EXEMPTION TO THE PAYMENT OF AD VALOREM PROPERTY TAXES THAT A NEW BUSINESSES OR AN EXISTING BUSINESSES IN THE TOWN THAT IS PROPOSING TO EXPAND PURSUANT TO SECTION 3, ARTICLE VII OF THE STATE CONSTITUTION; ESTABLISHING THE DATE OF MARCH 17, 2020 FOR THE REFERENDUM; PROVIDING FOR A BALLOT TITLE AND SUMMARY; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion: Vice-Mayor Glas-Castro moved to approved Ordinance 08-2019 on second reading; Commissioner Linden seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

Attorney Baird read the Ordinance by title only.

NEW BUSINESS:

12. A Request from the Event Organizers of the 14th Annual Vets Day Car Show Proposed for Sunday, November 10, 2019 to allow the Town to be a Co-Sponsor, Thereby Allowing for the Waiver of Certain Fees.

Town Manager D'Agostino explained the item. Special Events Director Riunite Franks explained the fee waivers requested (see Exhibit "B"). Vice-Mayor Glas-Castro asked if the Town was going to have a parade on the same day. Special Events Franks stated "yes". Vice-Mayor Glas-Castro asked if the parade could end at Kelsey Park instead of 2nd Street. Town Manager D'Agostino explained that Federal Highway would need to be closed in order for the parade to continue to the park. Special Events Franks stated that she would check with the Sheriff's Office and Florida Department of Transportation on the temporary closure. Commissioner Linden asked about parking. Special Events Franks stated that they would close the outside lanes of Park Avenue to use for event parking.

Motion: Vice-Mayor Glas-Castro moved to approved the request from the event organizers of the 14th Annual Vets Day Car Show proposed for Sunday, November 10, 2019 to allow the Town to be a co-sponsor thereby allowing for the waiver of certain fees; Commissioner Flaherty seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

13. A Request from the Event Organizers of the Vintage Motorcycle Festival Proposed for Saturday, December 7, 2019 to Allow the Town to be an Event Co-Sponsor and Provide Funding for the Event Cost.

Town Manager D'Agostino explained the item (see Exhibit "C"). He explained that the Town has \$2,000.00 budgeted for events, the request was for \$5,000. Mr. Bob Gilbert explained what was being requested from the Town. Commissioner Linden asked if the security cost could be removed since the Sheriff's Office already patrols the area. He recalled that during the budget process the Commission approved for an extra Deputy to the area. Town Manager D'Agostino explained that additional hours were approved for the area, not an additional Deputy. Captain Gendreau explained the request versus the intention of a Deputy assigned to the entire Community Redevelopment Agency (CRA) and not just for one private event. Mr. Gilbert explained that they have not made a request to the Sheriff's Office for a dedicated Deputy because they were waiting on tonight's meeting to see how much the Town could offer for their event. A discussion ensued regarding sponsor and the amount they need for the event.

Mr. Dave Struthers of the Amara Shrines Temple of Palm Beach Gardens explained what the organization does. Mr. Gilbert explained that a vintage motorcycle would be auctioned and the proceeds donated to the Shrines. Discussion ensued regarding the appropriate amount for the Town to fund their event and how much the Town has budgeted for events.

Ms. Jo Brockman clarified several concerns raised by the Commission. She explained that one of the sponsors from last year has not been invited back, which was why they needed additional funding. Additional discussion ensued regarding other potential events in Town.

Motion: Vice-Mayor Glas-Castro moved to approve the request from the event organizers of the Vintage Motorcycle Festival proposed for Saturday, December 7, 2019 to allow the Town to be an event co-sponsor and provide \$2,000 for the event; Commissioner Linden seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

Commissioner Linden asked that the participants be considerate of speeding on Park Avenue.

Vice-Mayor Glas-Castro excused herself from the remainder of the meeting.

14. Establish a Date for an Executive Session to Discuss the Reopener on Wages for The Second and Third Years of the Collective Bargaining Agreement between the Town of Lake Park and Federation of Public Employees.

Town Manager D’Agostino explained the item. The Commission came to consensus to meet at 6:00 p.m. on October 30, 2019 for an Executive Session.

6. Resolution No. 79-10-19 Declaring Certain Town-Owned, Tangible Personal Property as “Surplus” and Eligible for Disposal.

Town Manager D’Agostino explained the item. Commissioner Linden expressed concern with declaring the BBQ Grill as surplus, since it was still usable and the Town needs a grill.

Motion: Commissioner Linden moved to approve Resolution 79-10-19 excluding the BBQ Grill; Commissioner Michaud seconded the motion.

Vote on Motion:

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

Motion passed 4-0.

10. Amendment of the Town of Lake Park Position Titles, Job Codes and Pay Plan For Fiscal Year 2020.

Town Manager D’Agostino explained the item (see Exhibit “D”). Commissioner Linden expressed concern that the agenda item was for the approval of the Compensation Study and Pay Scale difference. He stated that the agenda item read “approve the amendment of the Town of Lake Park Position Titles, Job Codes and Pay Plan for Fiscal Year 2020”, however what was presented during the budget was the compensation study. If what was on the agenda tonight was the Compensation Study, he wanted to discuss it. He stated that he has asked numerous times if the 2% Cost of Living Adjustment (COLA) and the 2% merit increases were part of the this item and was told yes. He stated that he was in favor of the 2% COLA and 2% merit increases for employees, but was not in favor of the Compensation Study. He was also not in favor of what the compensation study has asked the Town to do with a long-term cost of \$500,000.00 a year moving forward. He recalled a discussion during the budget workshops in which it was stated by the Town Manager

and Assistant Town Manager that if the Town went back to the rollback rate it would result in loss of employees. He stated that if the compensation study were put into place the Town would raise taxes each year to support the increases. Mayor O'Rourke interrupted to say that this item did not have a motion or a second and no question had been asked of staff.

Commissioner Linden asked for clarification if agenda item number 10, The Pay and Classification Study was for approval or was it just for approval of pay plan of the pay rate of 2%, which was the one that was approved on the budget. He stated that he has no concern regarding what was already placed in the budget, but expressed enormous concerns with the Compensation Study.

Assistant Town Manager/Human Resources Director Bambi Turner explained that the purpose of this agenda item was solely to adjust the Fiscal Year 2020 minimums and maximum to reflect the 2% COLA only. She stated that it has nothing to do with the Compensation Plan.

Motion: Commissioner Flaherty moved to approve the amendment of the Town of Lake Park position titles, job codes, and pay plan for fiscal year 2020; Commissioner Michaud seconded the motion.

Commissioner Linden explained that when Evergreen Solutions made a presentation to the Commission regarding the Compensation Study he asked numerous question that were not answered to his satisfaction. Commissioner Linden continued to express his concern with Evergreen Solution Compensation Study.

The agenda item had nothing to do with the Compensation Study.

Assistant Town Manager/Human Resources Director Bambi Turner read the agenda item for the record (see Exhibit "D"). She explained that the Executive Session scheduled earlier this evening would allow the Commission to discuss the Compensation Study for those employees covered under the Collective Bargaining Agreement. The discussion regarding the Compensation Study for general employees would come at a future Town Commission meeting, the item before the Commission this evening was not the Compensation Study. She explained that the agenda item reflects a table with a list of position titles, job codes, and a pay plan with minimum and maximum pay range. The minimum and maximum are changed by 2% to avoid compression in the pay ranges.

Vote on Motion:

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

Motion passed 4-0.

PUBLIC COMMENT: None

FUTURE AGENDA SUGGESTIONS:

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D'Agostino provided his notes to the Commission (see Exhibit "E").

Commissioner Linden had no comments.

Commissioner Michaud had no comments.

Commissioner Flaherty had no comments.

Vice-Mayor Glas-Castro left the meeting at 9:30 p.m.

Mayor O'Rourke announced that the Literacy Collation Read for the Record would be starting the week of November 4 through November 8, 2019. He encouraged all the Commissioners to participate. He thanked everyone that participated in the Bahama Relief efforts. He thanked Commissioner Linden, Commissioner Michaud, the Town, and Kiser University for all their efforts with the relief efforts.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Flaherty and seconded by Commissioner Michaud, and by unanimous vote, the meeting adjourned at 10:00 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Town Seal

Approved on this _____ of _____, 2019

Town of Lake Park Shot Spotter[®] System Performance

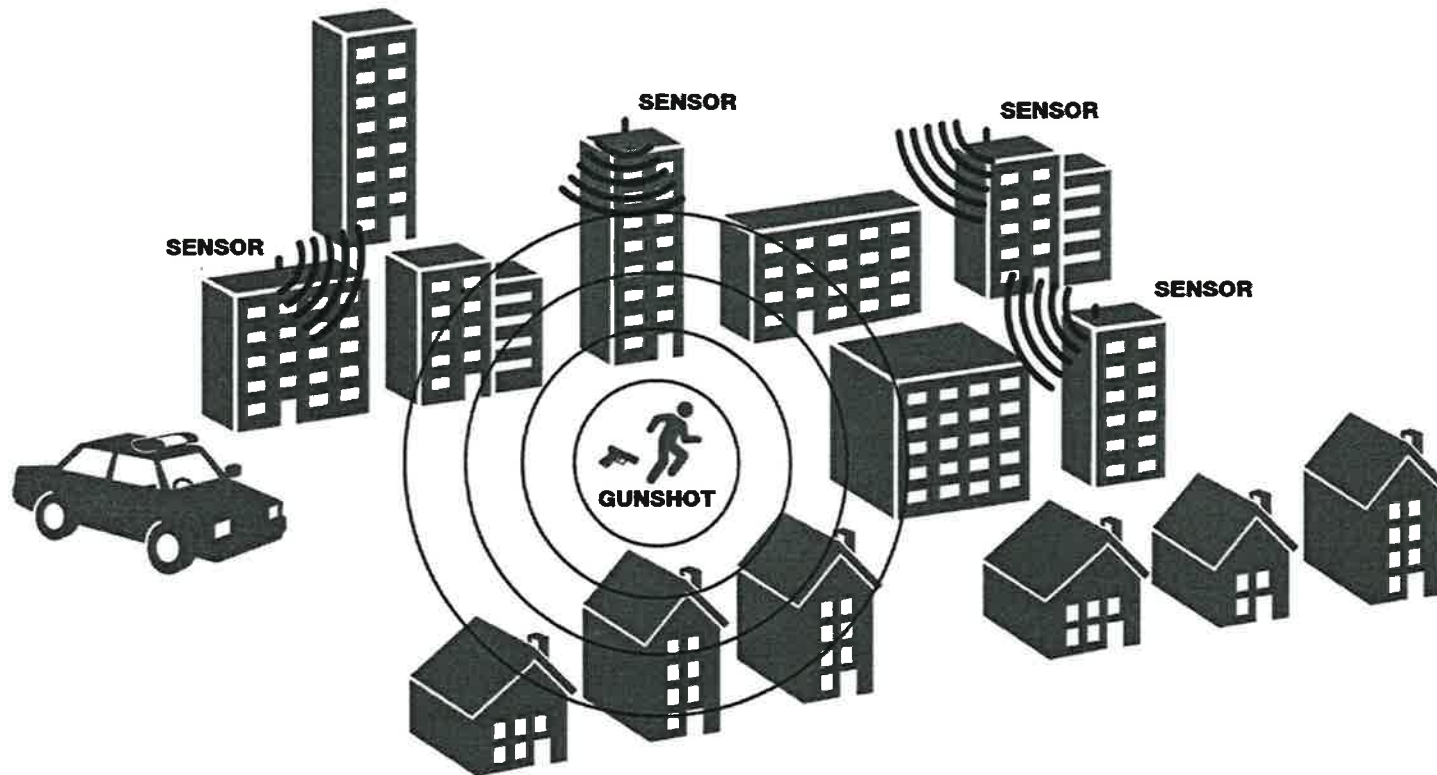


Exhibit "A"

Shot Spotter[®] - Overview

- System uses sensors to identify and locate gunfire
 - Information received is vetted and analyzed
 - Activations are distributed to Agency Users

Shot Spotter[®]

- System Online May 1st, 2019
 - 26 Activations Recorded
- Average of 5.7 Activations Per Month

Shot Spotter[®]

Types of System Activations

- Single Gun Shot
- Multiple Gun Shot
- Possible Gun Shot

Shot Spotter[®]

Single Gun Shot Activations

10

Multiple Gun Shot Activations

7

Possible Gun Shot Activations

9

Shot Spotter[®]

19-071099

1 Round Fired (Casing Recovered)

Shot Spotter Activation: 23:53 Hrs

No 911 Call Received



Shot Spotter[®]



Shot Spotter®

19-112938

4 Rounds Fired (Casings Recovered)

Shot Spotter Activation: 23:07 Hrs

911 Call Received: 23:09 Hrs

PBSO Arrival After Call: 4 Minutes



Shot Spotter®

519 W Kalmia Dr
West Palm Beach

DETAILS

Sunday 23:07:59 (23:07:59) Area: 10/10-11

CAD: 201900815434 Incident: 811-9060

REPORT STREET VIEW AUDIO

COMMENTS

MOST RECENT

woosters@pbsso.org: 3 days ago
CASING FOUND IN THE ALLEY OF THE 1020 WITH 1 S/33 HOLE TO THE WALL OF APT 6. NO INJ. INCIDENT RECLASSSED TO S/33.

woosters@pbsso.org: 3 days ago
RECEIVED ADDITIONAL CALLS FROM RESIDENTS IN THE AREA. WITNESSES ADV POSSIBLE SUSP VEH IS A WHI TOYT CAMRY OR A GRY NISSAN ALTIMA.

woosters@pbsso.org: 3 days ago
CN: 19-112938

Chat or email support@shotspotter.com

Map data ©2019 Imagery ©2019, Maxar Technologies Terms of Use

Shot Spotter®

7 Multiple Shot Activation

1- 911 Call (Time Delay 2 Minutes) #9060

Shot Spotter[®]

10 Single Shot Activation

No 911 Calls Made

Shot Spotter®

Sources

Shot Spotter® Respond Portal

Shot Spotter® Investigative Portal

Motorola P1 System



Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2019

Agenda Item No. _____

Agenda Title: A REQUEST FROM THE EVENT ORGANIZERS OF THE 14th ANNUAL VETS DAY CAR SHOW PROPOSED FOR SUNDAY, NOVEMBER 10, 2019 TO ALLOW THE TOWN TO BE A CO-SPONSOR, THEREBY ALLOWING FOR THE WAIVER OF CERTAIN FEES.

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

Approved by Town Manager *[Signature]* Date: 9-20-19
 Riunite Franks (Special Events Director) *[Signature]*
 Name/Title

Originating Department: Special Events	Costs: \$ 2,440.80 (see indirect and direct requests below) Funding Source: Acct. <input type="checkbox"/> Finance _____	Attachments: → Copy of Special Event Permit Application → Copy of Special Event Facility Rental Application → Copy of PW Memo
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>RCF</u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:
 A special event permit application was submitted by Mike Scott on behalf of himself and the Town (being represented by Riunite Franks, Special Events Director) on September 13, 2019 to the Community Development Department. The permit application is proposing the 14th Annual

Vets Day Car Show event to be held in Kelsey Park on Sunday, November 10, 2019 from 6:00 am – 8:00pm. Mr. Scott has worked alongside Riunite Franks and is requesting that this event be co-sponsored by the Town of Lake Park. The Town has co-sponsored this event for the last four years. The event is an asset to the Town and the organizer is committed to continuing this partnership on an annual basis. Co-sponsoring would provide the organizer some relief on our Town application fees; facility rental and deposit fees; as well as Public Works personnel fees. More specifically, as a co-sponsor, the organizer would benefit from the following services and waiver of fees:

REQUESTED CATEGORY	VALUE (monetary or other)	TOTAL
<p style="text-align: center;">Marketing Assistance</p> <ul style="list-style-type: none"> • The use of the Town of Lake Park logo on all event marketing material • Event flyer and information posted on the Town of Lake Park website and Channel 18 • Event flyer and information posted on all Town of Lake Park social media accounts • Event flyers posted on all Town of Lake Park property • Event flyers posted at all Town of Lake Park special events • Event press release and flyer sent to all Town of Lake Park communication contacts • Email blasts about the event sent via the Town of Lake Park's Constant Contact account 	No monetary value	N/A
Park Rental Fee and Deposit	\$500.00 flat rate rental fee \$35.00 tax \$1,000.00 deposit	\$1,535.00
Special Event Application Fee	\$50.00	\$50.00
Signage Permit Application Fee	\$100.00	\$100.00
Public Works *	See Table Below	\$755.80 (Direct Cost)

Public Works Fees based on existing personnel			
\$32.00 per hour	2 hours	Lake Shore Drive/Swale tape off – (2) person at (2) hours each at \$32.00 per hour	\$128.00
\$7.95 per unit		Caution tape – 4 unites at \$7.95 per unit	\$31.80
\$32.00 per hour	3 hours	Sanitation Service – Delivery of (6) 95 gallon cans, with after-event emptying and disposal. (3) hours at \$32.00 per hour	\$96.00
\$500.00 flat fee		Special event parking setup along Park Avenue	\$500.00
<p><u>TOTAL WAIVERS IF THE TOWN IS APPROVED TO CO-SPONSOR: \$2,440.80 plus advertising as listed above. As a co-sponsor, the Town’s insurance would be used for the event as well.</u></p>			

Recommended Motion: Town staff recommends the approval of the Town of Lake Park becoming a co-sponsor of the 14th Annual Vets Day Car Show and allow for the waiver of certain fees.



Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2019

Agenda Item No.

Agenda Title: A REQUEST FROM THE EVENT ORGANIZERS OF THE VINTAGE MOTORCYCLE FESTIVAL PROPOSED FOR SATURDAY, DECEMBER 7TH TO ALLOW THE TOWN TO BE AN EVENT CO-SPONSOR AND PROVIDE FUNDING FOR THE TOTAL EVENT COST.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager Jo Brockman Date: 9-17-19

Riunite Franks (Special Events Director) Riunite C. Franks
Name/Title

<p>Originating Department: Special Events</p>	<p>Costs: \$ 5,000.00 (see requests below) Funding Source: Acct. <u>600-57235</u> <input type="checkbox"/> Finance <u>L. Causee</u></p>	<p>Attachments: → Copy of Special Event Permit Application → Copy of Co-Sponsor Requests</p>
<p>Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone <u>RCF</u> or Not applicable in this case _____ Please initial one.</p>

Summary Explanation/Background:

A special event permit application was submitted by Jo Brockman (Kelsey Cares) and Dan Newcomb (Vintage Iron Classic Motorcycle Festival) on September 12, 2019 to the Community Development Department. The permit application is proposing the Vintage Motorcycle Festival to be held in the back alley of 700 Park Avenue on Saturday, December 7, 2019 from 11:00 am – 8:00pm.

This event was previously held on March 2, 2019 in the same location. Once again the organizers plan to fill the back alley with over 300 classic and vintage motorcycles of all makes and models including restorations, custom builds, bobbers and café racers. Trophies will be awarded for show bikes in several categories. The annual event is also set to attract over 50 vendors with live music and entertainment.

At this time, the event organizers are requesting that the Town of Lake Park co-sponsor the event by providing \$5,000.00 in sponsorship funds and assistance with the event marketing including the usage of the Town of Lake Park logo. The complete event budget (\$11,584.22) is attached, however we have provided a list of possible funding options below that equal the requested amount. Without funding from the Town, the event will not occur.

REQUESTED CATEGORY	VALUE (monetary or other)	APPLICANT REQUEST
Marketing	\$0	<ul style="list-style-type: none"> • The use of the Town of Lake Park logo on all event marketing material • Event flyer and information posted on the Town of Lake Park website and Channel 18 • Event flyer and information posted on all Town of Lake Park social media accounts • Event flyers posted on all Town of Lake Park property • Event flyers posted at all Town of Lake Park special events • Event press release and flyer sent to all Town of Lake Park communication contacts • Email blasts about the event sent via the Town of Lake Park's Constant Contact account
Entertainment	\$300.00	<ul style="list-style-type: none"> • Live music from Buckle Head band. There will be other entertainment however there is no cost associated with it.
Outdoor Stage & Sound Engineer	\$1,600.00	<ul style="list-style-type: none"> • Rental of an outdoor stage and sound engineer to be used for live entertainment.
Advertisement	\$700.00	<ul style="list-style-type: none"> • Cost of printing event flyers and posters.
Banners/Signs	\$275.00	<ul style="list-style-type: none"> • Cost of printing event banners and signs that will be hung on Park Avenue and US1.
Trophies	\$350.00	<ul style="list-style-type: none"> • Trophies awarded to show bikes in several categories.
Insurance	\$100.00	<ul style="list-style-type: none"> • The cost of purchasing insurance naming the Town of Lake Park and the Community Redevelopment Agency as the Certificate Holder
Security	\$850.00	<ul style="list-style-type: none"> • The cost of hiring off-duty PBSO officers as event security.

Port-O-Let Toilets	\$500.00	<ul style="list-style-type: none"> Rental of port-o-let toilets for event.
Ink & Printer	\$275.00	<ul style="list-style-type: none"> Supplies to be used at the registration tent.
Registration Supplies	\$50.00	<ul style="list-style-type: none"> Supplies to be used at the registration tent.
TOTAL FISCAL IMPACT	\$5,000.00	Total amount of sponsorship funds requested by the event organizer.

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

Town of Lake Park
Vintage Iron Club
Brewhouse Gallery
Kelsey Theater

Presents:

Vintage Iron Motorcycle Festival II

December 7, 2019

720 Park Ave
Lake Park, FL 33403
United States

Show budget:

Bands: Free except Buckle heads \$300

Outdoor Stage Sound engineer: \$1600

Fliers/posters: \$500

Round two fliers: \$200*

Police: \$850

Banners and signage: \$275*

Trophies: \$350

Port-O-Lets toilets \$500

Show Shirts \$1600

Free shirts for registration \$1000*

Dana advertising tent \$75

Lanyards \$30

Facebook ads: \$100

Stickers and buttons \$200

Ink, printer, \$275

Registration items: \$50

Dana to pass fliers @ 2 events: \$100

Photo shoot for pin up: \$100 food drinks

Fliers for pin-up show: \$150

Grab Bags for registered bikes: \$100

Volunteer Beer for show meeting: \$50

Total: \$8405

Sponsor money:

\$5000 Town Of Lake Park FL



Exhibit "D"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 2, 2019

Agenda Item No.

Agenda Title: Amendment of the Town of Lake Park Position Titles, Job Codes and Pay Plan for Fiscal Year 2020

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

Approved by Town Manager

[Signature]

Date:

9-26-19

Name/Title

Assistant Town Mgr/Human Resources Director

<p>Originating Department:</p> <p>Human Resources and Finance</p>	<p>Costs: \$ -0-</p> <p>Funding Source:</p> <p>Acct. #</p> <p><input type="checkbox"/> Finance <i>Finance</i></p>	<p>Attachments:</p> <p>Copy of Amended Position Titles, Job Codes and Pay Plan for FY 2020</p>
<p>Advertised:</p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____</p> <p>OR</p> <p>Not applicable in this case</p> <p><u>BMT</u></p> <p>Please initial one.</p>

Summary Explanation/Background:

As part of the Fiscal Year 2020 budget approved by the Town Commission on September 19, 2019, a 2 percent cost-of-living increase was provided to all general employees of the Town effective October 1, 2019. The purpose of this agenda item is to amend the Town of Lake Park Position Titles, Job Codes and Pay Plan for Fiscal Year 2020 to increase the minimums and maximums of the pay ranges of all Town general employees by 2 percent to reflect the cost-of-living increase.

The Fiscal Year 2020 pay ranges for positions covered by the Collective Bargaining Agreement ("Agreement") between the Town and the Federation of Public Employees a Division of the National Federation of Public and Private Employees (AFL-CIO) will be presented to the Commission for approval once reopener of the Agreement for wages has been ratified by the Commission.

Recommended Motion: I move to approve the amendment of the Town of Lake Park Position Titles, Job Codes and Pay Plan for Fiscal Year 2020.

9/30/2019

TOWN OF LAKE PARK POSITION TITLES, JOB CODES, AND PAY PLAN

JOB COD	E/NE	POSITION TITLES	MINIMUM FY 2020		MAXIMUM FY 2020	
			PER YEAR	PER HR	PER YEAR	PER HR
Department: Town Manager			Contract Employee		Contract Employee	
100	E	Town Manager				
101	E	Assistant Town Manager	57,345.98	27.57	88,790.22	42.69
102	E	Grants Writer	58,427.57	28.09	88,898.44	42.74
103	NE	Assistant to the Town Manager	41,938.94	20.16	56,437.96	27.13
Department: Information Technology						
104	E	Chief Information Technology Officer	57,281.93	27.54	88,898.44	42.74
General Clerical (non-departmental)						
998	NE	Administrative Secretary	30,491.21	14.66	47,890.03	23.02
999	NE	Administrative Assistant	32,914.93	15.82	54,728.37	26.31
Department: Town Clerk						
200	E	Town Clerk	57,281.93	27.54	88,898.44	42.74
201	NE	Deputy Town Clerk	38,995.85	18.75	61,566.71	29.60
Department: Human Resources						
300	E	Assistant Town Manager / Human Resources Director	80,069.18	38.49	129,474.04	62.25
301	NE	Assistant to the Human Resources Director	41,938.94	20.16	56,437.96	27.13
Department: Community Development						
400	E	Community Development Director	75,546.36	36.32	116,230.16	55.88
401	E	Planner	41,809.10	20.10	65,137.36	31.32
402	NE	Community Development Technician	32,914.93	15.82	54,728.37	26.31
403	NE	Code Compliance Officer	34,126.78	16.41	57,433.41	27.61
404	NE	Assistant to Community Development Director	41,938.94	20.16	56,437.96	27.13
Department: Finance						
500	E	Finance Director	80,999.72	38.94	131,248.54	63.10
501	E	Assistant Finance Director	73,771.86	35.47	111,058.12	53.39
506	E	Chief Accountant	68,421.60	32.90	100,394.52	48.27
502	NE	Accountant I	44,492.50	21.39	71,975.71	34.60
503	NE	Accountant II	49,123.53	23.62	78,402.88	37.69
504	NE	Accountant III	53,711.27	25.82	84,808.41	40.77
505	NE	Office Assistant	38,995.85	18.75	61,566.71	29.60

JOB COD	E/NE	POSITION TITLES	MINIMUM		MAXIMUM	
			FY 2020		FY 2020	
			PER YEAR	PER HR	PER YEAR	PER HR
Department: Library						
600	E	Library Director	57,281.93	27.54	88,898.44	42.74
601	E	Librarian II	42,653.07	20.51	62,930.05	30.25
602	NE	Library Accounting Clerk	30,491.21	14.66	47,890.03	23.02
603	NE	Library Assistant II	32,914.93	15.82	54,728.37	26.31
604	NE	Library Assistant I	25,578.86	12.30	38,303.37	18.42
605	NE	Library Technical Assistant I	30,491.21	14.66	47,890.03	23.02
607	E	Librarian I	38,995.85	18.75	48,063.15	23.11
608	NE	Children's Services Assistant	20,276.98	9.75	27,007.12	12.98
Department: Special Events						
900	E	Special Events Director	57,281.93	27.54	88,898.44	42.74
901	NE	Camp Counselor (Seasonal)	18,480.83	8.89	27,007.12	12.98
902	NE	Recreation Bus Driver	18,480.83	8.89	27,007.12	12.98
906	E	Recreation Supervisor	38,995.85	18.75	61,566.71	29.60
904	NE	Special Events Coordinator	33,780.54	16.24	54,970.66	26.43
Department: Public Works						
720	E	Operations Manager	48,712.36	23.42	75,243.39	36.17
722	E	Project Manager	75,070.27	36.09	99,069.39	47.63
723	E	Public Works Director	75,546.36	36.32	116,230.16	55.88
730	NE	Administrative Assistant	32,914.93	15.82	54,728.37	26.31
Department: Marina						
800	E	Marina Director	81,043.00	38.96	113,525.12	54.58
801	E	Dock Master	37,784.00	18.17	61,566.71	29.60
805	NE	Marina Maintenance Worker II	26,033.31	12.52	39,688.34	19.08

E = Exempt Position

NE = Non-exempt Position

** = Bargaining Unit Position

TOWN MANAGER COMMENTS

OCTOBER 2, 2019 – REGULAR COMMISSION MEETING

SEACOAST CONSTRUCTION ON NORTHLAKE BLVD.

Seacoast Utility Authority is about to begin work on the Northlake Water Main Improvement Project. The project consists of water and sewer infrastructure improvements along both sides of Northlake Blvd from Alternate A1A/10th Street to US1. The Authority is planning to begin in October (this month), and is distributing notifications to all adjacent properties. This project is expected to take approximately one year to complete, with a targeted completion of October of next year, and will include lane closures on Northlake. The lane closures are being planned to create as little disruption to traffic as possible, and Seacoast has been working with Palm Beach County Traffic Division to modify signal timing if needed. For more detailed information on this project, including how it will be phased to minimize any inconveniences, please visit www.construction.sua.com/

FAMILY HEALTH & SAFETY EXPO

Parent 2 Parent Group will host their 3rd Annual Family Health & Safety Expo on **Saturday, October 5, 2019** from 11:00 am – 2:00 pm at the Lake Park Library and Town Hall parking lot. This family friendly event will feature health screenings, demonstrations and expertise from organizations such as the Caridad Center, Planned Parenthood, Healthy Mother's Healthy Babies and The Children's Healing Institute.

LAKE PARK PUBLIC LIBRARY NEWS

The new cataloging/circulation system is now in place. Anyone who has a library card and is using it to get ebooks off of Libby or CloudLibrary should come in to reset their pin number, or it can be done by going to the catalog on the library webpage, www.lakepark-fl.gov. The new online catalog for the public has a whole lot of bells and whistles that the last system didn't. Please go online and check it out.

Barbara Rosenzweig is our artist in residence of photography and digital artwork for the next two months at the Library.

Two programs are offered this month on pesky critters – Invasion: Conehead Termites **Tuesday, October 8th**, 6 p.m. and Coyotes, presented by Carol Lyn Prish with the Florida Fish and Wildlife Conservation **Tuesday, October 15th**, 6 p.m.

A representative from the Florida Bar Speakers Bureau will speak on the topic of Election Laws **Thursday, October 10th**, 6 p.m.

New – Harvest of Plenty Kids Craft Week with Ms. Ileana who will be helping the children with various crafts, **October 15-17** at 3 p.m.

Poetry reading and author book signing **Tuesday, October 22nd** at 6 pm. with Shandle Chapman a local author and freelance writer of the poetry book titled “Muddy Wings” She has a mission to speak courage into anyone affected directly or indirectly by mental health issues.

The Library gets into the Halloween Spirit **Thursday, October 24th** at 6pm. Christopher Balanzo, host of the Tripping on Legends podcast will take us on a journey from the Gulf Coast to the Space Coast, from the swamps to the haunted attractions, from the whispers on college campuses to the roads the kids visit on a dark Saturday using part history lesson, part folklore, and part ghost stories

AFTER SCHOOL SPORTS CLUB

The Special Events Department is now taking registration for the new After School Sports Club to be held every Tuesday and Thursday from 3:00 pm – 5:00 pm at Bert Bostrom Park. The program is free for Lake Park residents' ages 6-12 years old and all participants must be registered by a parent or guardian. There will be several sports clinics throughout the school including basketball, kickball, track & field and soccer. The club will focus on helping students to learn new skills, make new friends and improve their overall physical health.

FLORIDA CITY GOVERNMENT WEEK

The Town will celebrate Florida City Government Week on **Tuesday, October 22, 2019** with the fifth grade students from Lake Park Elementary and Lake Park Baptist School. The students will participate in a Mock Commission Meeting, tour Town Hall and the Library and enjoy demonstrations from the Public Works department and PBSO.

FALL FEST AT SUNSET

The Town of Lake Park will host its annual Fall Fest at Sunset on **Friday, October 25th** from 6:00 pm – 9:00 pm at Lake Park Harbor Marina. This event is a family fun Halloween alternative that will feature live entertainment from *The Vam Band!* There will be trick or treating, giveaways and a variety of food and arts & crafts vendors. For more information please contact the Special Events Department at 561-840-0160.

PBSO REAL TIME CRIME OPERATION CENTER TOUR –Town Commission and Senior Staff members will tour the Real Time Crime Operation Center at PBSO's

Headquarters with Captain Gendreau to view the operation and monitoring of Lake Park cameras.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 10/2/2019

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

Name: Sue Duchene
Address: Park Ave - Lake Park, FL
If you are interested in receiving Town information through Email, please
provide your E-mail address: S.duchene@att.net

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

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

Policy

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

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 30, 2019

Agenda Item No. 4

Agenda Title: RESOLUTION 83-10-19, 2019 UPDATING THE TOWN OF LAKE PARK FACILITY RENTAL HANDBOOK

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

Approved by Town Manager *[Signature]* Date: 10/21/19

Ruth C. Duke - Special Events Director
Name/Title

Originating Department: Special Events	Costs: \$ 0 (see requests below) Funding Source: Acct. <input type="checkbox"/> Finance _____	Attachments: Copy of Resolution <u>83-10-19</u> Exhibit A: Facility Rental Handbook
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 RCF Please initial one.

Summary Explanation/Background:

The Special Events Department updated the Facility Rental Handbook that was approved in June 2019 by Resolution. The update includes the removal of the Marina Meeting Room as a facility rental.

Recommended Motion: I move to adopt Resolution 83-10-19, 2019, updating the Town of Lake Park Facility Rental Handbook.

RESOLUTION NO. 83-10-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA TO UPDATE THE FACILITY RENTAL HANDBOOK THAT OUTLINES THE POLICIES AND PROCEDURES FOR THE RENTAL OF TOWN FACILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town has determined that public access to certain Town owned facilities designated for public use is beneficial to the community; and

WHEREAS, the demand for the use of Town rental facilities has grown and is anticipated to grow with the community; and

WHEREAS, the Town recognizes that it is necessary to create policies and procedures to allow for residents to have the benefit to access these facilities.

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 hereby approves the Facility Rental Handbook as set forth in the attached Exhibit A, which is incorporated herein.

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

TOWN OF LAKE PARK



FACILITY RENTAL HANDBOOK

Special Events Department
535 Park Avenue, Lake Park, FL 33403
561-840-0160
specialevents@lakeparkflorida.gov
www.lakeparkflorida.gov

(Rentals Scheduled by Appointment)

LAKE PARK RENTAL FACILITIES

The Town of Lake Park is pleased to offer a variety of rental facilities. Each facility offers a unique feel and flavor. From the indoor glamour of a grand ballroom to the plush greenery of a historic park, the Town's rental facilities strive to provide an array of ambiances. Consider one of Lake Park's many facilities for your next gathering.



MIRROR BALLROOM: 535 Park Avenue (Capacity: 100 guests). The Historic Mirror Ballroom is the largest facility available, offering the decor and charm of the olden days. Located inside of Historic Town Hall, this grand ballroom has a working mirrored ball and stage.

LAKE SHORE PARK INDOOR PAVILION: 701 Lake Shore Drive (Capacity: 40 guests) Situated along the Intracoastal in Lake Shore Park, the facility is an ideal gathering location for any event. The Lake Shore Park Indoor Pavilion offers an outdoor patio area and a wonderful water view.



LAKE SHORE PARK PICNIC PAVILIONS (NORTH & SOUTH & PLAYGROUND): Located at Lake Shore Park. (Capacity: 15 guests for North Pavilion; 25 guests for South Pavilion; 45 guests for Playground Pavilion) Choose from our three picnic pavilions along the Intracoastal in Lake Shore Park. This is an ideal gathering location.

W. ILEX PARK PICNIC PAVILION: 8th Street & W. Ilex Drive (Capacity: 15 guests) A quaint lush community park with a playground.



KELSEY PARK GAZEBO: Located at US Highway One and Park Avenue. (Capacity: 40 guests) This old-fashioned open-air Gazebo is located in the Heart of Historic Lake Park. No food or beverage are permitted.



FACILITY USAGE AGREEMENT - PROCEDURES AND REQUIREMENTS

All Town of Lake Park Facility Rentals must be secured by appointment only. To reserve a rental facility please contact the Special Events Department via phone (561-840-0160) or email (specialevents@lakeparkflorida.gov) to set-up a facility rental appointment. All rentals are subject to facility and staff availability.

HOURS OF OPERATION

Kelsey Park, Lake Shore Park, Indoor Pavilion, Picnic Pavilions and Gazebo:
7 Days a Week from 9:00am – 6:00pm

The Mirror Ballroom: Monday – Friday from 5:00pm – 11:00pm
Saturday & Sunday from 9:00am – 11:00pm

DEPOSIT/PAYMENT

A refundable security deposit is required at the time the reservation of a town rental facility is made. If all policies are adhered to, all hours abided by and if a positive inspection of the facility is made, the deposit refund check will be mailed to the event organizer within a month after the rental. **Final rental payment is due (14) fourteen business days prior to the event. If the rental payment is not made (14) business days prior to a scheduled event the rental will be cancelled and the renter will forfeit the full deposit. ***ANY FACILITY RENTAL MADE LESS THAN (14) BUSINESS DAYS OF AN EVENT MUST BE PAID IN CASH ONLY*****

CANCELLATION

Refunds for cancellations will be issued according to the following:

- In the event of a cancellation, the Town must be notified (30) thirty business days prior to the event for the renter to receive a full refund.
- If the event is cancelled less than (30) thirty business days prior to the event the renter will forfeit 50% of the initial deposit.
- If the event is cancelled less than (14) fourteen business days prior to the event the renter will forfeit 100% of the initial deposit.
- If the event is cancelled less than (7) seven business days prior to the event the renter will forfeit 100% of the initial deposit and rental fees.

All cancellations must be made in person or in writing.

DISCOUNTS

The Town of Lake Park provides rental discounts for Town residents, Town staff, public sector organizations (public schools and other governmental agencies), non-profit and charitable organizations. The discount will be applied to the rental rate at the time of application approval. All residents seeking the residential discount must provide valid identification with a Town of Lake Park address. All non-profit agencies requesting the facility rental non-profit discount rate must submit a copy of the organization's Internal Revenue Service 501c (3) certificate. In addition, the rental must be made in the organization's name as stated on the 501c (3).

SALES TAX

All organizers must pay Florida sales tax or provide the Town with a Florida State Sales Tax Exempt Certificate (DR-14 form). The rental must be made in the organization's name as stated on the DR-14 form.

MAXIMUM NUMBER OF PEOPLE

Due to the Lake Park Fire Codes and facility space, the maximum number of people allowed per event varies per rental facility. There are no exceptions.

SET-UP / BREAKDOWN

The Town of Lake Park staff will provide the setup of tables and chairs in the Mirror Ballroom only. The event organizer is responsible for providing the Special Events Department with a layout description of the event tables no later than (14) fourteen business days prior to the event. For all other facilities, the event organizer will be responsible for the set-up and breakdown of tables, chairs and decorations. If any special needs must be addressed, the event organizer should contact the Town of Lake Park Special Events Department no later than (14) fourteen business days prior to the event. All groups that choose not to breakdown their event, and return the equipment to their original location, will forfeit their deposit.

DECORATIONS

Decorations are allowed in the Town's rental facilities. **NO CANDLES OR SMOKE MACHINES are permitted.** No tape, glue, nails or tacks are allowed on the walls, floor or ceilings. Glitter, confetti, bird seed, rice and other similar types or materials are also not permitted. The event organizer is responsible for all set up, take down and clean-up of decorations.

TABLES/CHAIRS

The Town will provide tables and chairs in the Mirror Ballroom and the Lake Shore Park Indoor Pavilion only. Additional chairs and/or tables from a rental company may be brought into any Lake Park Rental Facility.

CLEANUP

The event organizer is responsible for all cleanup and damages both inside and outside of (including all perimeters) of the chosen rental facility. General cleanup must be completed before ending the event. Trash receptacles and dumpsters are located at each facility rental. All waste receptacles must be cleaned and returned. Any excessive cleanup that may be necessary will be taken out of the deposit before any reimbursement is made. Should there be excessive clean-up, beyond the cost of deposit, the event organizer will be charged an additional fee. Photos and/or video may be taken to prove failure to comply.

PERSONNEL

A Town of Lake Park staff member is required to be in attendance for an event held indoors regardless of the number of people attending. The staff member(s) will NOT be expected to be utilized as set-up, wait staff and/or cleanup workers. The event organizer is responsible for the behavior of the guests. If for any reason, the Town's staff member feels it necessary to contact PBSO, there will be a complete forfeiture of the deposit.

FOOD & BEVERAGES

Food and beverages are allowed at select rental facilities only – Mirror Ballroom, Lake Shore Park Indoor Pavilion and Picnic Pavilions. The event organizer is responsible for hiring an outside caterer or bringing in their own food. **The Town of Lake Park does not provide a kitchen area for either rental facility.** It is the responsibility of the event organizer to provide their own food preparations, serving dishes, plates, linens utensils and other items.

ALCOHOL

The use of alcohol is permitted only inside of the Mirror Ballroom only. All **alcohol must be served by a professional** host bar or cash bar or combination of both. The service provider will be **required to provide a certificate of liquor liability insurance with the minimum limit of \$1 million naming The Town of Lake Park as the certificate holder and additional insured.** The said certificate of insurance must be on file with the Town of Lake Park within (14) fourteen business days of the event and the date of the insurance must not be more than (30) thirty days of the event. Alcohol service must stop one-hour prior to the end of the event. The Town of Lake Park will not be held liable for any behavior or alcohol intake of the guests at any event at a town rental facility. Certificate Holder should read: Town of Lake Park, 535 Park Avenue, Lake Park, FL 33403.

EVENT SECURITY

All events serving alcohol must hire an off-duty PBSO officer as event security. The PBSO officer must be onsite from the beginning of the party (not including set-up) until all attendees leave the premises. The Town of Lake Park will provide the event organizer with the PBSO Extra-Duty Permit Application if needed. A copy of the permit obtained by PBSO must be presented to the Town of Lake Park within (14) fourteen business days of the event.

SOUND EQUIPMENT

INDOOR FACILITIES - The Town of Lake Park does not provide sound equipment at any facility rental location. Sound equipment is permitted in indoor facilities, however the music must not be heard outside of the building. The town personnel present at the event is directed to inform the event organizer that the volume should be adjusted, if necessary. The event organizer is responsible for keeping the music volume at the permissible level and is subject to forfeiture of deposit at the discretion of the Town.

OUTDOOR FACILITIES – The usage or operation of sound equipment including loud speakers or sound amplifiers are not permitted for outdoor facility rentals. Event organizers are permitted to use radios, televisions, phonographs, musical instruments or similar devices as long as the sound does not extend beyond 100 feet of the sound source. The event organizer is responsible for keeping the music volume at the permissible level and is subject to forfeiture of deposit at the discretion of the Town.

RIDES AND/OR ACTIVITIES

Bounce houses are permitted in the parks **ONLY** when the event organizer has received a Special Event Permit. Slides, pony rides, and/or carnival rides are **NOT** allowed to be in or around town rental facilities.

ANIMALS

At no time are animals allowed to be in or around town rental facilities. In accordance with Lake Park Codes, no animals are allowed in the parks (including petting zoos).

SMOKING

Absolutely **NO TOBACCO of any kind is allowed inside of, or on the patio of, town rental facilities.** Tobacco consists of cigarettes, e-cigarettes, cigars, pipes and smokeless tobacco (chew). **As with all government buildings, smoking is only permitted in grassy lawn areas around the outside of town rental facilities - 50 feet in distance.** Ashtrays are not provided by the town and the event organizer is responsible for any and all smoking debris, trash, damage, etc. The side glass doors of the Mirror Ballroom are **not** to be opened, except in case of emergency evacuation. The balconies and outside staircases are for historical purposes and are **never** to be utilized as a smoking patio and/or an access to the parking lot.

PERMITS

A permit maybe be required to have a special function in or near town rental facilities. If an event exceeds the capacity of a rental facility and uses any type of infrastructure outside the confines of the building into the public use area a Special Events Permit is required at an additional fee to be submitted (60) sixty business days prior to the event for approval.

DAMAGE AND/OR THEFT

Should there be any damage or theft, the deposit will be forfeited. Should the cost for damage and/or theft (photographs, furniture, etc.) exceed the deposit, the event organizer will be responsible for the additional costs. The Town of Lake Park, and its staff, will be held harmless should any item of the event organizer and/or their function be stolen or misplaced.

TOWN'S UNILATERAL RIGHT TO CANCEL EVENTS

The Town reserves the right to cancel an event and reservation, and retain all or a portion of the applicant's security deposit and rental fees. If the applicant makes any incomplete, inaccurate, false, or misleading statement in the application, or omits or fails to provide the information, deposit, or fees required by the application. Moreover, if prior to the event taking place, the Town determines that the applicant is advertising or promoting the event and charging admission or a donation to persons in exchange for a person's attendance at the event, the Town may unilaterally cancel the event and retain any deposit or fees submitted. If the Town cancels the event, the Town shall be entitled to retain the security deposit and up to 100% of all fees collected from the applicant prior to the discovery of the false or incomplete information. The Town shall also have the right to unilaterally cancel an event for any reason provided the Town does so at least (7) seven days prior to the scheduled event. In which case, the applicant shall be entitled to a refund of the security deposit submitted at the time of application and any fees collected.

IMPORTANT NOTICE

It is important to remember that while enjoying the atmosphere of rental facilities, the contents and amenities are to be respected. The Town of Lake Park reserves the right to reject a rental party for any reason, and any circumstances, whatsoever. The event organizer is completely responsible for all damage, theft, physical harm, alcoholic consumption and incidences that cause public complaint and / or Palm Beach County Sheriff notification. It is the responsibility of the event organizer to control the alcoholic consumption and the behavior of their guests.

INDEMNIFICATION

Event organizer shall, during the term of this agreement, fully protect, indemnify and hold Town harmless from any and all claims, demands, actions, suits, judgments, liabilities, losses, costs and expenses (including reasonable attorney's fees and expenses) of every kind and character

arising, or alleged to arise, out of or in connection with any injury to, or the death of, any person or any damage to or loss of any property in any manner growing out of or connected with, or alleged to grow out of or to be connected with, any act, omission, event, condition or casualty in connection with the business or profession conducted on the premises or the use or occupancy of the premises by event organizer, his employees, agents, licensees or invitees, or causes by or resulting from, or alleged to be caused by or to result from, the negligence of other conduct of event organizer, his employees, agents, licensees or invitees.

ALL RENTAL AGREEMENTS ARE SECURED ON AN APPOINTMENT ONLY BASIS.



Town of Lake Park Facility Rental Application

Date of Event: _____

Time of Event: _____ to _____

Set-up Time: _____ to _____

Breakdown Time: _____ to _____

Rental Facility

Town Hall: _____ Mirror Ballroom
W. Ilex Park: _____ Picnic Pavilion
Kelsey Park: _____ Entire Park _____ Gazebo
Lake Shore Park: _____ Entire Park _____ Indoor Pavilion
Lake Shore Park: _____ Picnic Pavilions (North, South, Playground)

Purpose of Rental:

Requests: _____ Alcoholic Beverages _____ Bounce House
 _____ Special Events Permit Required

Contact Information:

Name: _____

Organization: _____

Address: _____

Home: (____) _____ - _____ Cell: (____) _____ - _____

Work: (____) _____ - _____ E-mail: _____

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

Renter: **X** _____ **Date** _____

Lake Park Staff: **X** _____ **Date** _____



Facility Usage Agreement

This agreement, made the _____ day of _____, 201____, by and between THE TOWN OF LAKE PARK, a Florida municipal corporation (Town) and _____ (Renter).

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

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

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

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

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

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

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

General Provisions:

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

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

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

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

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

EVENT ORGANIZER: _____
(PRINT)

(SIGNATURE)

DATE: _____/_____/_____



REVISED: OCTOBER 2019

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 30, 2019

Agenda Item No. 5

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA CREATING A 2020 CENSUS PARTNERSHIP; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA - RESOLUTION**
- BOARD APPOINTMENT **OLD BUSINESS**
- ORDINANCE ON 1st READING
- NEW BUSINESS
- OTHER

Approved by Town Manager Nadia Di Tommaso **Date:** 10/21/19
Nadia Di Tommaso / Community Development Director *ND*
 Name/Title

Originating Department: Community Development	Costs: \$ Legal Review Funding Source: Town Attorney Acct: #105 <input type="checkbox"/> Finance _____	Attachments: → Resolution <u>84</u> 10-19
Advertised: Date: <i>N/A</i> 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 <input type="checkbox"/> or Not applicable in this case <u>ND</u> Please initial one.

Summary Explanation/Background:

The April 2020 Census is fast approaching. As we are all aware, outreach is extremely important to ensure every person is counted. The Census would like to partner with the Town to ensure the best possible outreach and overall count. This Resolution proposes to partner with the Census Bureau in order to:

1. Support the goals and ideals for the 2020 Census and to the dissemination of 2020 Census information.
2. Encourage all Town residents and businesses to participate in events and initiatives to raise the awareness in the Town of the importance to the Town of the 2020 Census so that all residents of the Town are counted.
3. Provide forums whereby Census advocates can address residents, businesses and community groups.
4. Support census workers to ensure that there is a complete and accurate population count of all residents of the Town.

Recommended Motion: I MOVE TO APPROVE RESOLUTION NO. 8410-19.

RESOLUTION NO. 84-10-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA CREATING A 2020 CENSUS PARTNERSHIP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy;

WHEREAS the Town of Lake Park (Town) is committed to ensuring every resident is counted during the upcoming population count; and

WHEREAS federal and state funding is allocated to local governments, based, in part, on census data; and

WHEREAS, decisions on matters of national and local importance are made based, in part, on census data; and

WHEREAS census data helps determine the number of congressional seats states have in the U.S. House of Representatives; and

WHEREAS, census data is used to provide for an accurate and fair redistricting of legislative seats, for states, counties and municipalities; and

WHEREAS information from the census and American Community Survey are vital tools for economic development and increased employment;

WHEREAS the information collected by the census is confidential and protected; and

WHEREAS a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our citizens;

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

Section 1. The Whereas clauses are incorporated herein.

Section 2. The Commission is committed to partnering with the U.S. Census Bureau as follows:

1. Support the goals and ideals for the 2020 Census and to the dissemination of 2020 Census information.

2. Encourage all Town residents and businesses to participate in events and initiatives to raise the awareness in the Town of the importance to the Town of the 2020 Census so that all residents of the Town are counted.
3. Provide forums whereby Census advocates can address residents, businesses and community groups.
4. Support census workers to ensure that there is a complete and accurate population count of all residents of the Town.

Section 3. This Resolution will take effect upon execution.

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 30, 2019

Agenda Item No. 6

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN COMMISSION TO APPROVE THE CREATION OF THE 2020 TOWN OF LAKE PARK COMPLETE COUNT COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA - RESOLUTION**
- BOARD APPOINTMENT OLD BUSINESS
- ORDINANCE ON 1st READING
- NEW BUSINESS
- OTHER

Approved by Town Manager *Nadia Di Tommaso* **Date:** 10/21/19
Nadia Di Tommaso / Community Development Director *ND*

Originating Department: Community Development	Costs: \$ Legal Review Funding Source: Town Attorney Acct: #105 <input type="checkbox"/> Finance _____	Attachments: → Resolution <u>85</u> -10-19
Advertised: Date: <i>N/A</i> Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone OR Not applicable in this case <u>ND</u> Please initial one.

Summary Explanation/Background:

The April 2020 Census is fast approaching. As we are all aware, outreach is extremely important to ensure every person is counted. In addition to the partnership Resolution, the Census Bureau has requested that we form a Complete Count Committee as an added measure to ensure everyone is counted. In establishing the Complete Count Committee, the following would be carried out:

1. Appoint the Community Development Department as the Town's liaison.
2. Allow Census to post the Town name on the Census website identifying the Town as a partner for outreach
3. Display/distribute printed materials/ads.
4. Encourage employee/residents participation in 2020 Census
5. Host or participate in meetings at local churches as needed (etc.)
6. Broadcast Committee messages on local Channel 18
7. Sponsor a "Census Day Event"
8. Provide a link to the Census website/information on the Town website
9. Post/distribute information about Census JOB - 2020Census.gov/jobs and toll free 1-855-562-2020

Recommended Motion: I MOVE TO APPROVE RESOLUTION NO. 85-10-19.

RESOLUTION NO. 85-10-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN COMMISSION TO APPROVE THE CREATION OF THE 2020 TOWN OF LAKE PARK COMPLETE COUNT COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the U.S. Census Bureau is required by the United States Constitution to conduct a count of all persons residing in the United States of America; and

WHEREAS, the Census count requires extensive work, and the Census Bureau requires partners at the state and local level to insure a complete and accurate count;

WHEREAS, the Town of Lake Park Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community;

WHEREAS, the Town of Lake Park Complete Count Committee will work with the Census Bureau and the County of Palm Beach Florida to strive for an accurate count.

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

Section 1. The whereas clauses are incorporated herein.

Section 2. The Town Commission hereby establishes a 2020 Census Complete Count Committee (Committee) and directs the Town Manager to carry out the following:

1. Appoint the Community Development Department as the Town's liaison.
2. Allow Census to post the Town name on the Census website identifying the Town as a partner for outreach
3. Display/distribute printed materials/ads.
4. Encourage employee/residents participation in 2020 Census
5. Host or participate in meetings at local churches as needed (etc.)
6. Broadcast Committee messages on local Channel 18
7. Sponsor a "Census Day Event"
8. Provide a link to the Census website/information on the Town website
9. Post/distribute information about Census JOB - 2020Census.gov/jobs and toll free 1-855-562-2020

Section 3. This Resolution shall take effect upon execution.

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 30, 2019

Agenda Item No. 7

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute a State-Funded Grant Agreement with the Florida Department of Transportation for the Provision of Thermoplastic Roadway Striping and Associated Items.

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

Approved by Town Manager *[Signature]* Date: 10/3/19
[Signature] 10/2/19
 Richard Scherle / Public Works Director

Originating Department: Public Works	Costs: This is a State-Funded Grant Agreement with a value of \$29,000 to the Town; and requiring at least a \$29,000 match (to be funded from "1 cent" sales tax revenues). Acct. #301-63000 <input type="checkbox"/> Finance <u><i>[Signature]</i></u>	List of Exhibits: 1. Resolution <u>86-10-19</u> with Agreement
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>[Signature]</i></u> Please initial one.

Summary Explanation/Background:

The Florida Department of Transportation (FDOT) has awarded the Town a \$29,000 grant for the provision and installation of thermoplastic roadway striping and associated items throughout the Town. The grant requires a match of at least \$29,000, which is scheduled to be funded with "1 cent" sales tax revenues. While the cash match is at least \$29,000, we expect to expend more than the minimum match, and these additional funds required are also expected to be funded with "1 cent" sales tax

revenues. This project is targeted to address the restoration of previously existing roadway striping on all Town roadways. A more detailed inventory of the roadways to be striped can be found within the agreement exhibits.

The Public Works Department issued an Invitation-to-Bid (ITB) in September of 2019 to procure a qualified thermoplastic roadway striping contractor to complete the work. The ITB has been approved by FDOT and deemed to adequately satisfy all of the agency's requirements. We expect to begin work on this project in late 2019 and continue into 2020. However, the grant agreement between the Town and FDOT allows the Town up to June 30, 2022 to complete all work. We anticipate being finished with the work much sooner than this deadline. Any contract resulting from this ITB shall be brought to the Commission for review and approval. Staff recommends approval.

Recommended Motion: I move to adopt Resolution no. 86-10-19

RESOLUTION NO. 86-10-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PROVISION AND INSTALLATION OF THERMOPLASTIC ROADWAY STRIPING AND ASSOCIATED ITEMS.

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 previously determined a need to restore roadway striping along its streets and roads; and

WHEREAS, in August of 2019, the Town received notification from the Florida Department of Transportation (the FDOT) that it was awarding a \$29,000 matching grant to the Town to help fund such roadway striping; and

WHEREAS, in order to receive the grant funding, it is necessary for the Town of Lake Park to enter into a grant Agreement with FDOT and to provide matching funds; and

WHEREAS, in order to provide the required grant-matching funds, the Town has allocated sales-tax revenue funding in an amount equal to at least \$29,000; and

WHEREAS, pursuant to the terms of the grant agreement, the Town shall have until June 30, 2022 to complete the roadway striping; and

WHEREAS, the Town Commission has reviewed the grant agreement and has Determined that it is the best interest of the Town to authorize the Mayor to sign the grant Agreement.

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

SECTION 1. The foregoing recitals are incorporated herein.

SECTION 2. The Town Commission hereby authorizes and directs the Mayor

to sign the grant agreement with FDOT, a copy of which is attached hereto as Agenda Exhibit A.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
07/19

FPN: <u>445756-1-54-01</u>	Fund: <u>EM20</u> Org Code: <u>55043010404</u>	FLAIR Category: <u>088862</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>93</u>	Contract No: _____	Vendor No: <u>F-596-000-355</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and TOWN OF LAKE PARK, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Ch. 2019-20 (LOF) Specific Appropriations 1989A , State Legislative Earmark , (CSFA 55.039)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in various roadway striping throughout the Town of Lake Park, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$29,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$29,000.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
 - If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

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construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

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limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

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financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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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.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights

granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.”

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____

e. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: State Financial Assistance (Florida Single Audit Act)
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

FDOT:
State of Florida, Department of Transportation

AGENCY:
Town of Lake Park, Florida

By: _____

By: _____

Print Name: STEVEN C. BRAUN, P.E.

Print Name: _____

Title: Director of Transportation Development

Title: Mayor

Date: _____

As approved by the Board on:

Legal Review:

See attached Encumbrance Form for date of funding approval by Comptroller

Attest: _____
Town Clerk

Legal Review:

Town Attorney

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STATE-FUNDED GRANT AGREEMENT

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 445756-1-54-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

TOWN OF LAKE PARK (the Recipient)

PROJECT LOCATION:

The project is on the National Highway System.

The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS:

PROJECT DESCRIPTION: Various roadway striping throughout the Town of Lake Park, Florida

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Project includes thermoplastic centerline striping, side striping, and stops bars on all roadways listed in the Table, on the following page.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

f) Construction to be completed by June 30, 2022.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT A

TOWN OF LAKE PARK ROADWAY STRIPING IMPROVEMENTS FM# 445756-1-54-01 LIST OF ROADS TO BE STRIPED	
ZONE B	
W. JASMINE DRIVE W. KAMLIA DRIVE LAUREL DRIVE MAGNOLIA DRIVE NORTHERN DRIVE POPLAR DRIVE	POPLAR COURT WEST ROAD ORANAGE DRIVE 9TH STREET 8TH STREET
ZONE C	
FLAGLER BLVD. W. KAMLIA DRIVE W. JASMINE DRIVE W ILEX DRIVE 7TH STREET AUSTRALIAN COURT SEMINOLE BLVD.	4TH STREET CRESCENT DRIVE PALMETTO DRIVE CRESCENT CIRCLE TEAK DRIVE SABAL PALM DRIVE N & E REDWOOD DRIVE
ZONE D	
GREENBRAIER DRIVE HAWTHORNE DRIVE ILEX COURT W. ILEX COURT	9TH STREET 8TH STREET 7TH STREET
ZONE E	
FORESTERIA DRIVE EVERGREEN DRIVE DATE PALM DRIVE CYPRESS DRIVE BAYBERRY DRIVE	9TH STREET 8TH STREET 7TH STREET 6TH STREET
ZONE F	
BAY BERRY DRIVE CYPRESS DATE PALM EVERGREEN FORESTERIA 2ND STREET	3rd STREET 4th STREET 5th STREET 6th STREET
ZONE G	
GREENBRIAR DRIVE HAWTHORNE DRIVE ILEX DRIVE JASMINE DRIVE KAMILA PALMETTO	2ND STREET 3RD STREET 4th STREET 5th STREET 6th STREET

**EXHIBIT A
DELIVERABLES**

**TOWN OF LAKE PARK ROADWAY STRIPING IMPROVEMENTS
PALM BEACH COUNTY, FL
FM# 445756-1-54-01**

ITEM	ESTIMATED QTYS	UNIT
GENERAL		
MAINTENANCE OF TRAFFIC PER MOBILIZATION	1	LS
DELINEATORS	50	EA
RETRO REFLECTIVE PAVEMENT MARKERS (RPM's AMBERS) (YELLOW, RED AND WHITE, BLUE)	OVER 1000	EA
REMOVAL OF EXISTING STRIPING (GRIND OR WATERBLAST)	OVER 500	LF
4" SINGLE YELLOW THERMO	OVER 500	LF
4" SINGLE WHITE THERMO	OVER 1000	LF
4" DOUBLE YELLOW THERMO	OVER 1000	LF
6" DOUBLE YELLOW THERMO	OVER 1000	LF
6" SINGLE YELLOW THERMO	OVER 500	LF
6" SINGLE WHITE THERMO	OVER 500	LF
12" SINGLE WHITE THERMO	OVER 1000	LF
18" SINGLE WHITE THERMO	OVER 1000	LF
24' STOP BAR WHITE THERMO	OVER 1000	LF
ASPHALTIC SPEED HUMP STRIPING THERMO	OVER 10	LF
HANDICAP PARKING BLUE STRIPING THERMO	OVER 500	LF
DIRECTIONAL ARROWS STRIPING WHITE THERMO	OVER 50	EA
STRIPING MESSAGES WHITE THERMO (SCHOOL, ONLY.... ETC)	OVER 50	EA
SINGLE SIGN POST ASSEMBLY, F&I, LESS THAN 12SF	OVER 100	AS
STANDARD STREET SIGN BLADE WITH POST ASSEMBLY	OVER 100	AS
HISTORIC DISTRICT STREET SIGN BLADE WITH POST ASSEMBLY	50	AS
BIKE LANE GREEN START STRIPING THERMO	OVER 50	EA
BIKE LANE SYMBOL STRIPING WHITE THERMO	OVER 50	EA
HANDICAP PARKING STALL COMPLETE WITH SIGN (PAINT)	25	EA
REMOVE/ RELOCATE EXISTING SIGN WITH POST	OVER 50	EA
SIGNLE SIDED WHEEL STOPS	OVER 50	EA
DOUBLE SIDED WHEEL STOPS	OVER 50	EA
RAISED RUMBLE STRIPS	OVER 50	EA

CEI CLASSIFICATIONS

- SR. PROJECT ENGINEER
- PROJECT ADMINISTRATOR
- SR. INSPECTOR
- INSPECTOR
- INSPECTOR AIDE
- QUALITY CONTROL (QC) MANAGER
- EARTHWORK CONSTRUCTION INSPECTOR LEVEL 1
- EARTHWORK CONSTRUCTION INSPECTOR LEVEL 2
- ASPHALT PAVING TECHNICIAN LEVEL 1
- ASPHALT PAVING TECHNICIAN LEVEL 2

* The Recipient will need written approval from the Department, if deviating from the Deliverables shown in Exhibit A.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: <u>Town of Lake Park</u> <u>535 Park Avenue</u> <u>Lake Park, FL 33403</u>	FINANCIAL PROJECT NUMBER: <u>445756-1-54-01</u>
--	---

I. PHASE OF WORK by Fiscal Year:	FY 2020	FY2021	FY2022	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 29,000.00	\$ 0.00	\$ 0.00	\$29,000.00
Maximum Department Participation - (<u>Specific Appropriation 1989A of Chapter 2019-20 (LOF)</u>)	49.2% or \$ 29,000.00	% or \$	% or \$	% or \$ 29,000.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	0% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$ 0.00	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

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SCHEDULE OF FINANCIAL ASSISTANCE

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Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:				
	\$29,000.00	\$0.00	\$0.00	\$29,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

LEOS A. KENNEDY, JR.
District Grant Manager Name

Signature Date

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STATE-FUNDED GRANT AGREEMENT

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EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Town of Lake Park

PROJECT DESCRIPTION: Various roadway striping throughout the Town of Lake Park

FPID#: 445756-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL: Name: _____

Date: _____

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Specific Appropriation 1989A of Chapter 2019-20 (LOF), , (CFSA 55.039)

***Award Amount:** \$29,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

TAB 8



Town of Lake Park Town Commission

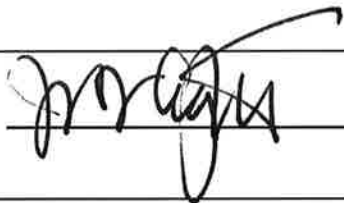

Agenda Request Form

Meeting Date: October 30, 2019

Agenda Item No. 8

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute an Agreement with REG Architects, Inc. for Professional Architectural Services Associated with the Evaluation of the Town Clerk Ceiling and Town Hall Exterior Doors.

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

Approved by Town Manager  Date: 10/31/19
 10/2/19
 Richard Scherle / Public Works Director

Originating Department: Public Works	Costs: \$28,000 (fully reimbursable with awarded historical grant) Acct. #408-34000 <input type="checkbox"/> Finance <u></u>	List of Exhibits: 1. Resolution <u>87-10-19</u> with Agreement 2. Copy of Agreement between the Town and the Florida DOS Division of Historical Resources.
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u></u> Please initial one.

Summary Explanation/Background:

The Florida Department of State Division of Historical Resources (the "Department") has awarded the Town \$28,000 to perform a structural assessment of the Town Clerk Ceiling and Town Hall Exterior Doors and to generate construction documents needed for bidding and construction. To fulfill the grant agreement requirements (see attached agreement), the Town requires the services of a professional architect with experience in historical structures. First, an existing conditions assessment and recommendations report will be generated. Second, 50% construction documents will be generated for the Division of Historical Resources to review. Third, 100%

construction documents will be generated and sent to the Division for review. Once the construction documents are finalized and approved, we will then assess how to implement any recommended restoration efforts.

REG Architects, Inc. is qualified and able to provide such services, and currently serves as the Town's historical architect. The firm has agreed to provide the required structural assessment and to assemble and finalize the construction documents, for a fee of \$28,000 (thereby matching the grant award amount, which is fully reimbursable by the State). This project will come at no cost to the Town, other than the use of force account labor to manage the grant and coordinate the activities of the architect. Staff recommends approval.

Recommended Motion: I move to adopt Resolution No. 87-10-19

RESOLUTION NO. 87-10-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH REG ARCHITECTS, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES ASSOCIATED WITH THE EVALUATION OF THE TOWN CLERK CEILING AND TOWN HALL EXTERIOR DOORS; 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, Town Hall is a designated historical structure; and

WHEREAS, the Town has determined that the Town Clerk’s Office Ceiling and Town Hall exterior doors require structural assessment (the “Assessment”); and

WHEREAS, in August of 2018, the Town submitted a grant application with the Florida Department of State Division of Historical Resources (the Department) to seek funds for the Assessment; and

WHEREAS, in August of 2019, the Town received notification from the Department that it was awarding a no-match-required historical preservation grant to the Town for the Assessment in the amount of \$28,000; and

WHEREAS, to fulfill the grant agreement requirements, the Town requires the services of a professional architect with experience in historical structures; and

WHEREAS, the cost of the historical restoration project and the architectural services to be provide are exempt from the Consultants Competitive Negotiation Act; and

WHEREAS, REG Architects, Inc. is qualified and able to provide such services; and

WHEREAS, REG Architects, Inc. has agreed to provide the Assessment for a fee of \$28,000.00; and

WHEREAS, such cost will be fully reimbursed by the Florida Department of State, as required by the grant agreement.

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

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

Section 2. The Commission hereby authorizes and directs the Mayor to execute an agreement with REG Architects, Inc. to provide the Assessment, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

REG ARCHITECTS, INC.

ARCHITECTURE * INTERIOR DESIGN * PLANNING

May 7, 2018/Revised May 15, 2018/Revised September 23, 2019

Mr. Mitch Abdelmessih, MS-CM, CEI
Project Manager
Public Works Department
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Via e-mail: mabdelmessih@lakeparkflorida.gov
rscherele@lakeparkflorida.gov

Re: **Proposal for Evaluation of Historic Town Hall Entrance/Egress Doors
and Original Commission Room Ceiling and Renovation plans at the
Historic Town Hall located in Lake Park, FL** **REG No. 15034.4**

Dear Mr. Abdelmessih:

Thank you for contacting **REG Architects, Inc.**; I am pleased to submit this proposal to provide you with architectural and structural engineering services for the above referenced project #1. Services will be rendered on an hourly basis, per our attached rate sheet, and will be billed on an **hourly basis not to exceed** (plus reimbursable expenses (if applicable)).

Scope of work is as follows:

Phase 1 – Evaluation.....Not to exceed - \$ 3,500.00 Doors
\$ 3,500.00 Ceiling
\$ 7,000.00

- 1) Site visit
- 2) Documentation
- 3) Evaluation of existing conditions
- 4) Report of existing conditions

Phase 2 – Recommendations.....Not to exceed - \$ 3,500.00 Doors
\$ 3,500.00 Ceiling
\$ 7,000.00

- 1) Research
- 2) Per N.P.S. Secretary of Interior Standards for Historic Rehabilitation
- 3) Restoration/repair
- 4) Replacement (if required)
- 5) Storm Protection

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	Sub-Total	-	\$10,500.00
<u>Phase 3 – Construction Documents (50% & 100%).....</u>	Not to exceed	-	\$ 7,000.00 Doors <u>\$10,500.00 Ceiling</u> \$17,500.00
1) Plans and elevations			
2) Details			
3) Specifications			
Total for Phase 1 through Phase 3.....	Not to exceed		\$28,000.00


Exclusions:

Multiple Preliminary Designs, Existing Facility As-Built, Environmental Reports, Site Planning, Structural Engineering, Mechanical Engineering, Electrical Engineering, Plumbing Engineering, Fire Protection Design, Low Voltage System Design (Audio/Visual, Telecommunications/Data), Lighting Design, Security Design, Interior Design/Decorating presentations to City, Bidding and Construction Administration and Detailed Cost Estimating.

If this is acceptable to you, please sign below and return to our office so we can commence work on your project.

We look forward to assisting you with this project

Sincerely,
REG ARCHITECTS, INC.


Colin Price
Vice President

ACCEPTED THIS ____ OF _____ 2019

BY: _____
Authorized Client Representative/Owner

cc: Rick Gonzalez, AIA, President, REG

- Enclosures: Hourly Rates
Exhibit A – Letter
Exhibit B – Drawings
Exhibit C – State Grant

CP/ep

HOURLY RATE SHEET

SUBJECT: HOURLY RATES FOR PROFESSIONAL SERVICES AS MAY BE
REQUIRED

FROM: RICK GONZALEZ, AIA, PRESIDENT, REG ARCHITECTS, INC.

DATE: 2019

A. HOURLY RATES:

Hourly rates for professional services shall be as follows:

	<u>Standard Rate</u>
Principals	\$275.00
Project Managers/Architects	\$175.00
Interior Designer	\$150.00
Cadd Drafting	\$125.00
Administrative/Clerical	\$ 75.00

*g:\1_new projects\15034.4 lake park town hall\07_administrative\02_contracts\01_client\historic town hall lake park - proposal dated
september 24, 2018.docx*

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Exhibit "A"

REG ARCHITECTS, INC.

ARCHITECTURE * INTERIOR DESIGN * PLANNING

Mr. Richard Scherle
Town of Lake Park
Dept. of Public Works
650 Old Dixie Highway,
Lake Park, FL 33403

Via Email: rscherle@lakeparkflorida.gov

RE: Town of Lake Park, FL – Historic Town Hall

1. 1st Floor Door Replacement
 2. 2nd Floor (Former) Town Council Chambers Ceiling
- REG #: 15034.4

Mr. Richard Scherle,

The historic Lake Park City Hall, located in the Town of Lake Park, FL, contains a second-floor Town Council Room with original pecky cypress ceiling and what appears to be the original paint or stain from the original period of construction. The decorative wood ceiling appears to be sagging substantially and a beam enclosure (above the former dais platform) has shoring under to prevent further sagging.

The first floor of Town Hall has been rehabilitated in the last twenty to thirty years. The new work completed to the rear portion of the building appears to have complied with Standards and Guidelines. This includes changing the former Fire Department Apparatus Bay to the currently used Council Chambers and replacing the apparatus bay doors with a fixed and opening paneled door and transom to mimic the original. Some of these newer egress doors and the spindles in the transom are being damaged due to excessive water and sun damage. REG will recommend repairs and replacement along with appropriate documentation as required following the Secretary of Interior's Standards and Guidelines for Historic Rehabilitation. REG will also evaluate other existing conditions and recommend preventative measures for long life and lower maintenance.

Below is a list of items from our walk-through April 17th, 2018:

1. East Entrance/egress Door "10"
 - a. Rotted Wood Door from water damage, replace non-historic door with door to match historic building standard.
 - i. Door Leaf
 - ii. Door Jamb
 - b. Water splashing up from concrete stop/walk and onto door, assist Town to resolve

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2. West entrance/egress door "42"
 - a. Door leaf stile & rail failing, Town has installed metal straps to stabilize, replace non-historic door with door to match historic building standard.
3. West entrance/egress door "38"
 - a. Door leaf stile & rail failing, Town has installed metal straps to stabilize, replace non-historic door with door to match historic building standard.
 - b. Door center rails and mullions are bowing.
4. East Egress Door "24"
 - a. Door leaf stile & rail failing, Town has installed metal straps to stabilize, replace non-historic door with door to match historic building standard.
 - b. Wood panels shrink and expand excessively, at least one panel is cracked with daylight showing through, investigate sun and weather protection.
5. Former Fire Station Apparatus Bay Opening
 - a. Door leaf stile & rail failing, Town has installed metal straps to stabilize, replace non-historic door with door to match historic building standard and adjoining fixed panels.
 - b. Hardware not functioning properly specifically the astragal, provide appropriate hardware solution for replacement doors.
 - c. Decorative exterior spindles above door and adjoining panels have rotted bottoms assuming water damage, repair or replace with appropriate wood species, also investigate window transom sill for potential damage and repair and/or retrofit if needed.
6. Former Commission Chambers, Room 224, on 2nd Floor
 - a. About 10 years ago a temporary shoring was added under a sagging beam above the raised floor for the dais (no longer there), Town had a structural engineer investigate, complete new investigation with Structural Engineer (with historical/existing building expertise) to determine if a Structural problem exists, and recommend stabilization and repair.
 - b. Faux wood ceiling in middle of room is sagging noticeably, investigate and recommend stabilization and repair.

If there is any clarification or additions to this let me know. I have marked these locations on the attached PDF of the floor plans. When I receive confirmation, we will coordinate what you need for the historic grant.

Thanks,

Darrin Engel, Assoc. A.I.A.; Sr. Project Manager
REG Architects, Inc.
561-659-2383 ext. 108
darrin@regarchitects.com

300 Clematis Street, 3rd Floor; West Palm Beach, FL 33401

Phone: (561) 659-2383 • Fax: (561) 659-5546

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AA 0002447

EST. 1984

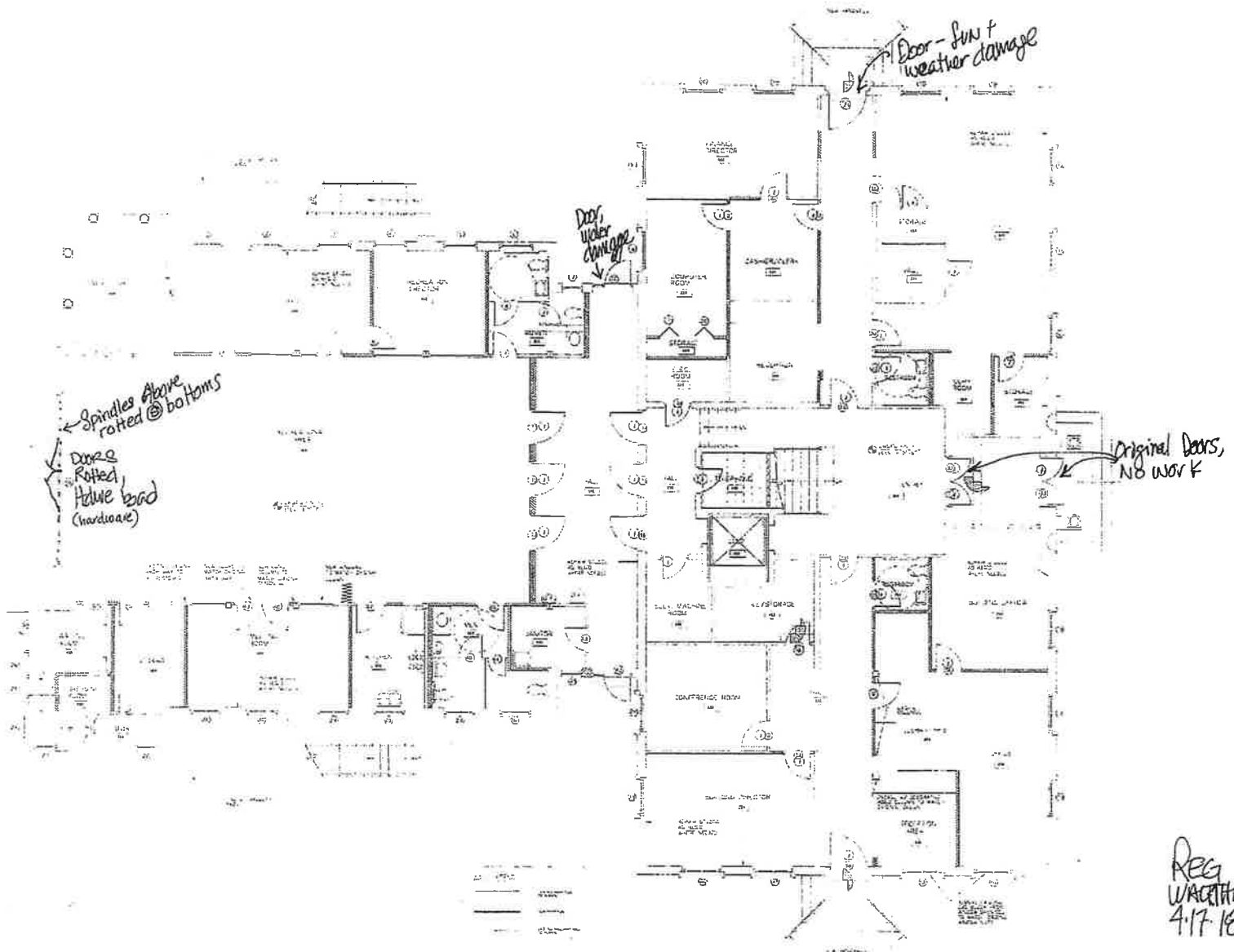
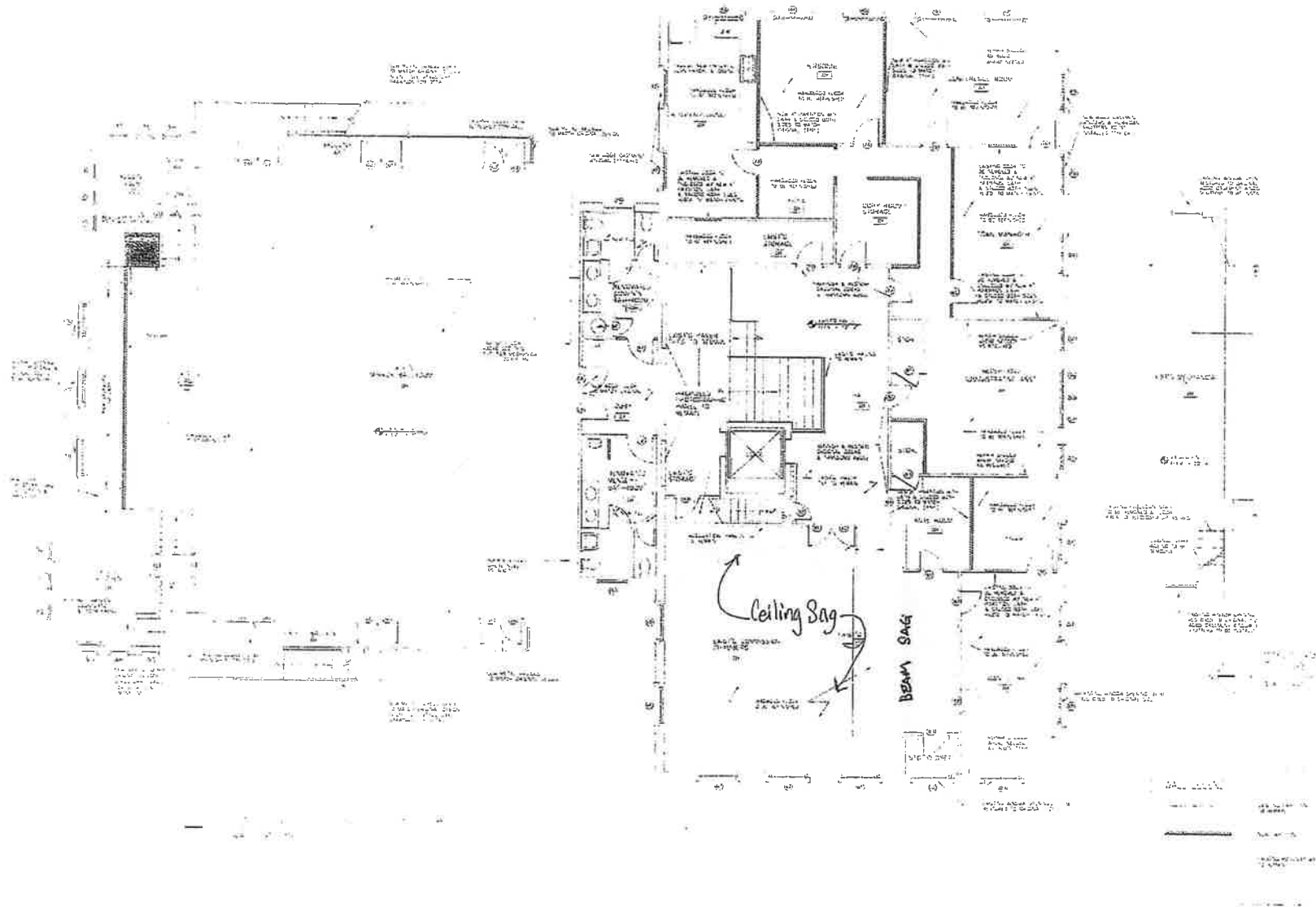


Exhibit "B"

REG
WACHTROU & H
4.17.18



REB
WALKTHROUGH
4/7/18

Exhibit "C"

**AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Town of Lake Park
20.h.sm.100.041**

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the Town of Lake Park hereinafter referred to as the "Grantee."

The Grantee has been awarded a Small Matching Grant by the Division, grant number 20.h.sm.100.041 for the Project "Lake Park Town Hall Structural Condition Assessment and Report: Town Clerk Ceiling and Exterior Doors," in the amount of \$28,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3169, contained in the 2020 General Appropriations Act, SB 2500, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "Lake Park Town Hall Structural Condition Assessment and Report: Town Clerk Ceiling and Exterior Doors," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

The grant funds will be used in Lake Park to fund architectural / engineering services, including an existing conditions assessment, recommendations report, and preparation of construction documents for the historic Town of Lake Park's Town Hall entrance/egress doors and the ceiling in the office of the Town Clerk's Department.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Provide one (1) copy of the existing conditions assessment report and one (1) copy of recommendations report to the Division for review and approval.	One (1) copy of the existing conditions assessment report; and one (1) copy of recommendations report to the Division for review and approval.	\$8,400

Contact: Merrell Angstreich
Address: 535 Park Avenue Lake Park Florida 33403
Phone: 561.882.1819
Email:mangstreich@lakeparkflorida.gov

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed and documentation evidencing all expenses incurred in achieving the completion of the deliverable. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b) All payments will be made in accordance with the completion of those Deliverables.

5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf> where information pertaining to payment status is also available.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
 - b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the

thirty (30) days.

- b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
- 12. Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.
- a) **First Project Progress Report** is due by October 31, for the period ending September 30.
 - b) **Second Project Progress Report** is due by January 31, for the period ending December 31.
 - c) **Third Project Progress Report** is due by April 30, for the period ending March 31.
 - d) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.
- 13. Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a waiver of the match amount. Grantees that are Certified Local Government (CLG) organizations and Main Street Program organizations are not required to provide a match. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.
- 14. Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out and expended in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this

expenditures; per diem; or supplies);

- m) Insurance costs;
 - n) Capital improvements to property;
 - o) Furniture and Equipment. (a) Expenditures for furniture and equipment including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, computers, cameras, printers, scanners, appliances, case goods (including cabinets, countertops, or bookshelves), new or replacement casework, systems' furniture, portable lighting fixtures, portable sound or projection systems, specialty fixtures and equipment, visual display units, total stations, movable partitions, and acoustical treatments and components, unless specific prior approval has been granted by the Division. (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;
 - p) Costs associated with attending or hosting conferences, summits, workshops, or presentations; and
 - q) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site.
17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the

- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.
- 29. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement,

party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
36. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. In addition, no Grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, child, parent, or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any arrangement concerning employment has such interest. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the grantee shall not receive grant funds, unless specifically authorized in writing by the General Counsel for the Department of State to avoid a potential violation of those statutes.
38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.

In acknowledgment of this grant, provided from funds appropriated in the 2020 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By:

Dr. Timothy Parsons, Division
Director

Date

Grantee:

By:

Authorizing Official for the Grantee



Michael O'Rourke - Mayor
Typed name and title

August 21, 2019
Date

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained

- a) The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building
500 South Bronough St.
Tallahassee, FL 32399-0250

- b) The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building
500 South Bronough St.
Tallahassee, FL 32399-0250

- b) The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this

EXHIBIT 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

Not applicable.

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not applicable.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants; CSFA Number 45.031. Award Amount: \$28,000

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT
TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Town of Lake Park
20.h.sm.100.041

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The Grantee has been awarded a Small Matching Grant by the Division, grant number 20.h.sm.100.041 for the Project "Lake Park Town Hall Structural Condition Assessment and Report; Town Clerk Ceiling and Exterior Doors," in the amount of \$28,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3169, contained in the 2020 General Appropriations Act, SB 2500, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Lake Park Town Hall Structural Condition Assessment and Report; Town Clerk Ceiling and Exterior Doors," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

The grant funds will be used in Lake Park to fund architectural / engineering services, including an existing conditions assessment, recommendations report, and preparation of construction documents for the historic Town of Lake Park's Town Hall entrance/egress doors and the ceiling in the office of the Town Clerk's Department.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Provide one (1) copy of the existing conditions assessment report and one (1) copy of recommendations report to the Division for review and approval.	One (1) copy of the existing conditions assessment report; and one (1) copy of recommendations report to the Division for review and approval.	\$8,400

2	Fixed Price	Provide one (1) copy of the 50% construction documents to the Division for review and approval.	One (1) copy of the 50% construction documents to the Division for review and approval.	\$8,400
3	Fixed Price	Provide one (1) electronic and one (1) hard copy of the final 100% construction documents to the Division for review and approval. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment.	One (1) electronic and one (1) hard copy of the final 100% construction documents to the Division for review and approval; a Single Audit Form; and the Final Progress Report.	\$11,200
Totals				\$28,000

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/19, and shall end 06/30/20, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Justin Baker
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6310
Email: justin.baker@dos.myflorida.com

For the Grantee:

Contact: Merrell Angstreich
Address: 535 Park Avenue Lake Park Florida 33403
Phone: 561.882.1819
Email:mangstreich@lakeparkflorida.gov

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed and documentation evidencing all expenses incurred in achieving the completion of the deliverable. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b) All payments will be made in accordance with the completion of those Deliverables.

5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf> where information pertaining to payment status is also available.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://livendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
 - b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the

thirty (30) days.

- b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
- 12. Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.
- a) **First Project Progress Report** is due by October 31, for the period ending September 30.
 - b) **Second Project Progress Report** is due by January 31, for the period ending December 31.
 - c) **Third Project Progress Report** is due by April 30, for the period ending March 31.
 - d) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.
- 13. Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a waiver of the match amount. Grantees that are Certified Local Government (CLG) organizations and Main Street Program organizations are not required to provide a match. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.
- 14. Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out and expended in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this

agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 3/10/2011), which are incorporated by reference and are available online at http://www.myfloridacfo.com/aadir/reference_guide/. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
- b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and Chapter 287 of the *Florida Statutes*;
- c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
- d) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;
- e) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/archl_stnds_0.htm](http://www.nps.gov/history/local-law/archl_stnds_0.htm) or applicable industry standards;
- f) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;
- g) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;
- h) Entertainment, food, beverages, plaques, awards, or gifts;
- i) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- j) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;
- k) Administrative expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- l) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel

- expenditures; per diem; or supplies);
- m) Insurance costs;
 - n) Capital improvements to property;
 - o) Furniture and Equipment. (a) Expenditures for furniture and equipment including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, computers, cameras, printers, scanners, appliances, case goods (including cabinets, countertops, or bookshelves), new or replacement casework, systems' furniture, portable lighting fixtures, portable sound or projection systems, specialty fixtures and equipment, visual display units, total stations, movable partitions, and acoustical treatments and components, unless specific prior approval has been granted by the Division. (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;
 - p) Costs associated with attending or hosting conferences, summits, workshops, or presentations; and
 - q) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site.

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the

five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.

29. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement,

including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.
31. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
32. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
33. **Termination of Agreement.**
 - a) **Termination by the Division.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
 - b) **Termination for convenience.** The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
 - c) **Termination by Grantee.** The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
34. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either

party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
36. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. In addition, no Grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, child, parent, or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any arrangement concerning employment has such interest. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the grantee shall not receive grant funds, unless specifically authorized in writing by the General Counsel for the Department of State to avoid a potential violation of those statutes.
38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.


42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Estimated Project Budget (Attachment A)
- c) Single Audit Act Requirements and Exhibit I (Attachment B)

In acknowledgment of this grant, provided from funds appropriated in the 2020 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.


Department of State:

By: 

Dr. Timothy Parsons, Division
Director

Date 8/26/19

Grantee:

By: 

Authorizing Official for the Grantee

Michael O'Rourke - Mayor

Typed name and title

August 21, 2019

Date

ATTACHMENT A
Estimated Project Budget

Description	Grant Funds	Cash Match :	In Kind Match
Evaluation of the Doors and Ceiling	\$7,000	\$0	\$0
Production of Recommendations Reports	\$3,500	\$0	\$0
Production of Construction Documents	\$17,500	\$0	\$0
Totals	\$28,000	\$0	\$0

ATTACHMENT B FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained

from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.gpo.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69F-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

- a) The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building
500 South Bronough St.
Tallahassee, FL 32399-0250

- b) The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building
500 South Bronough St.
Tallahassee, FL 32399-0250

- b) The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this

EXHIBIT 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

Not applicable.

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not applicable.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants; CSFA Number 45.031. Award Amount: \$28,000

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT
TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

TAB

8A.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **October 30, 2019**

Agenda Item No. **Tcb 8A.**

Agenda Title: Assignment and Assumption Agreement for the Brownfield Site Rehabilitation Agreement

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

Approved by Town Manager *[Signature]* Date: 10/24/19
John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • Rehabilitation Agreement for the Brownfield Site
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 JOD Please initial one.

Summary Explanation/Background: Mancini Holdings LLC and S&C Investments LLC plans to purchase the designated Brownfield Site known as the Commercial Park Green Reuse Site. The purpose of the Brownfield program is to encourage private investment and acquisition of the site for reuse purposes. The Brownfield program requires a sign-off by the Town according to the Laws of the State of Florida. The Town will not incur any liability in the sign-off of the reuse of the property.

Seacoast Bank currently owns the site.

Recommended Motion: Move to approved Resolution 91-10-19 authorizing the Mayor of the Town of Lake Park to sign the Assignment and Assumption Agreement for the Commerce Park Green Reuse Site.

**ASSIGNMENT AND ASSUMPTION AGREEMENT OF BROWNFIELD SITE
REHABILITATION AGREEMENT**

This Assignment and Assumption Agreement of Brownfield Site Rehabilitation Agreement (“Assignment and Assumption” or “Agreement”) is made by and between Seacoast National Bank, a Florida banking corporation, as successor by merger to Grand Bank & Trust of Florida (“Assignor”), and S & C Investments, LLC (“S & C”), a Florida limited liability company, and Mancini Holdings, LLC (“Mancini”), a Florida limited liability company (S & C and Mancini each an “Assignee” and collectively, “Assignees”).

WHEREAS, on December 19, 2016, Assignor and the Florida Department of Environmental Protection (“FDEP”) entered into a Brownfield Site Rehabilitation Agreement (“BSRA”) pursuant to Section 376.80(5), Florida Statutes, Brownfield Site ID No. BF501603001, attached hereto as Exhibit “A.”

WHEREAS, upon the effective date of this Agreement, Assignor wishes to assign the BSRA to Assignees, and Assignees wish to become the Person Responsible for Brownfield Site Rehabilitation and assume the obligations arising under the BSRA; and

WHEREAS, Assignees meet all of the eligibility criteria under Section 376.82, Florida Statutes; and

WHEREAS, this Agreement has been approved by FDEP per Paragraph 17 of the BSRA and Town of Lake Park, Florida, as evidenced by the Consent in this Agreement.

NOW, THEREFORE, in the consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Assignor transfers, assigns, and sets over unto Assignees, all of Assignor’s rights, title, and interest in the BSRA, with said assignment to be effective on the effective date of this Agreement.
3. Assignees, as of the effective date of this Assignment and Assumption, assume all of the obligations under the BSRA, specifically including but not limited to conducting site rehabilitation and submitting technical reports, obtaining any local, state, and federal permits required for site rehabilitation work, allowing FDEP access to the site, and conducting site rehabilitation under the observation of professional engineers or professional geologists. Attached hereto respectively as Exhibits “B” – “D” are an updated Site Access Agreement, Contractor Form, and Quality Assurance Certificate.

4. Assignor shall be released from any and all obligations of the BSRA arising on or after the effective date of this Assignment and Assumption.
5. By executing this Agreement, under penalty of perjury Assignor and Assignees attest that (i) there is no operating agreement, written or oral, which limits the authority of the Assignor's and Assignees' signatories to execute this Agreement and (ii) Assignor's and Assignees' signatories are fully authorized to execute this Agreement.
6. This Assignment and Assumption shall be construed and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written and is effective as of the date of the execution of the final required signatory.

WITNESSES:

ASSIGNOR:

SEACOAST NATIONAL BANK, a
Florida banking corporation, as successor by
merger to Grand Bank & Trust of Florida

By: _____

Print Name: _____

Print Name: Kevin Picart
Print Title: Senior Vice President

Print Name: _____

DATE OF ACCEPTANCE AND
EXECUTION: _____

WITNESSES:

Print Name: _____

Print Name: _____

WITNESSES:

Print Name: _____

Print Name: _____

ASSIGNEE:

S & C INVESTMENTS, LLC,
a Florida limited liability company

By: _____

Print Name: _____

Print Title: _____

DATE OF ACCEPTANCE AND
EXECUTION: _____

ASSIGNEE:

MANCINI HOLDINGS, LLC,
a Florida limited liability company

By: _____

Print Name: _____

Print Title: _____

DATE OF ACCEPTANCE AND
EXECUTION: _____

CONSENT

The undersigned Town of Lake Park hereby consents to this Assignment and Assumption Agreement.

WITNESSES:

TOWN OF LAKE PARK

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Date: _____

The undersigned Florida Department of Environmental Protection hereby consents to this Assignment and Assumption Agreement.

WITNESSES:

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

Date: _____

cc: Kelly Crain, DEP Brownfields Program Manager & Liaison
Ronni Moore, Esq., DEP OGC Brownfields Attorney
John C. Bryant, DEP Southeast District
Justin Cross, DEP Brownfields Team
Michael R. Goldstein, Esq., Environmental Counsel for Assignor
Alfred J. Malefatto, Esq., Environmental Counsel for Assignees

EXHIBITS

RESOLUTION NO. 91-10-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ASSUMPTION AGREEMENT FOR THE COMMERCE PARK GREEN REUSE SITE BF501603001; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Town designed the site as a Brownfield site; and

WHEREAS, Seacoast Bank along with S&C Investment and Mancini Holdings will purchase the property; and

WHEREAS, the Assumption and Assignment Agreement is part of the Brownfield Reuse Program with the State of Florida Department of Environmental Protection; and

WHEREAS, the Town does not assume any liability for the contamination of the site.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Assignment and Assumption Agreement for the Brownfield site located on Old Dixie Highway.

Section 3. This Resolution shall be effective upon execution.

Ordinance on First Reading

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 30, 2019

Agenda Item No. 9

Agenda Title: An Ordinance of the Town Commission of the Town of Lake Park, Florida, Repealing in its Entirety Chapter 2, Article V, Division 2, Entitled "Purchasing", and Replacing and Readopting It as a Revised Division 2

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager [Signature] Date: 10/14/19

[Signature]

Name/Title ASSISTANT TOWN MGR/HUMAN RESOURCES DIRECTOR

Originating Departments: Human Resources, Finance and Town Manager	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Proposed New Ordinance No. <u>09-2019</u> ; and, Current Ordinance No. 4-2016
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>BMT</u> Please initial one.

Summary Explanation/Background:

At its July 20, 2016 meeting, the Town Commission adopted Ordinance 4-2016 which is the Town's current purchasing policy. A copy of this Ordinance is attached. Staff reviewed the Town's purchasing Ordinance and determined that there are extensive revisions that needed to be made in order to correspond to best practices as they relate to municipal procurement as well as requirements as they pertain to the request for proposal and invitation for bid processes.

As a result, staff worked with the Town Attorney in developing a new purchasing Ordinance, the adoption of which is the purpose of this agenda item.

Recommended Motion: I move to adopt Ordinance 09-2019 on first reading.

PROPOSED NEW ORDINANCE

ORDINANCE NO. 09-2019

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REPEALING IN ITS ENTIRETY CHAPTER 2, ARTICLE V, DIVISION 2, ENTITLED "PURCHASING", AND REPLACING AND READOPTING IT AS REVISED DIVISION 2; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, it is necessary and appropriate for the Town to update and establish procedures and methods for procurement to be followed by the Town regarding its purchase goods and services; and

WHEREAS, the use of competitive procurement methods generally obtains the best price and maximize the value of public funds in procurements; and

WHEREAS, the procurement methods and procedures applied herein would provide a fair and equitable process for the treatment of persons and entities who seek to provide goods and/or services to the Town, and also would maintain quality and integrity in the administration of the procurement of goods and services; and

WHEREAS, the Town Manager has recommended to the Town Commission that it update Chapter 2, Article V, Division 2 pertaining to the procurement of goods and services.

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

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

Section 2. Chapter 2, Article V, Division 2, is hereby repealed in its entirety and is replaced with a new Division 2, as follows:

DIVISION 2. PURCHASING

Sec. 2-241. General purpose.

The purpose of this division is to promote efficient procedures for the purchase of goods and services; to provide for a fair and equitable process for businesses and persons who seek to provide goods or services to the Town; and to maximize the value of public funds. The procurement of goods and services shall be conducted by adhering to the highest standards of ethics, professionalism and impartiality.

Sec. 2-242. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Amendment: A modification, deletion or addition to an executed contract by means of a formally executed document signed by both parties.

Bid: A formal written price offer by a Offeror to the town to furnish specific goods and/or services in response to an invitation to bid.

Bid award: A contract and/or purchase order to the selected Offeror to provide specific commodities and/or services to the town for which funds have been appropriated by the Commission.

Bid criteria: The basis upon which the town will rely to determine acceptability of a bid, as stated in the bid, including, but not limited to, inspection, testing, quality, workmanship, delivery, price, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total cost or life cycle costs.

Certificate of contract completion: A form which indicates that a project has been satisfactorily completed and the Offeror has paid all labor, materials and other charges against the project in accordance with the terms of the contract.

Certificate of insurance: A document which shows proof of insurance, coverage, types and amounts.

Change order: A written instrument issued on or after the effective date of the formal written contract or purchase order which, when duly executed by the town and Offeror, amends the contract documents to provide for a change in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof.

Commodities: As defined in § 287.012(5), F.S. _____

Consultants Competitive Negotiation Act: As defined in § 287.055, F.S. and which is only applicable to the acquisition of architectural, engineering, landscape architectural or surveying and mapping services. Note: as defined therein this statute applies where the estimated cost of the professional services associated with planning or study activity exceeds \$35,000.00, or where the estimated project construction cost exceeds \$325,000.00.

Continuing contract: A “continuing contract” is as defined in F.S. Section 287.055(g).

Cooperative purchasing: A form of intergovernmental cooperative purchasing in which an entity will extend the price and terms of a contract entered into by a larger entity. Generally, a larger entity will competitively award a contract that will include language allowing for other entities to utilize the contract which may be to their advantage in terms of pricing, thereby gaining economies of scale that normally they would not receive if they competed on their own.

Debarment: The exclusion, for cause, of an Offeror from bidding and/or receiving a contract to do business with the town.

Design-build contract: The solicitation for design services and construction pursuant to which a single contract is entered into for a capital improvement construction project.

Designee: A duly authorized representative of a person, business organization, or governmental agency.

Estimate: A stated expectation of price based upon time, quantity or other qualifiers.

Evaluation committee: A committee comprised of town employees established for the purpose of evaluating bids and proposals submitted in response to requests for proposals for purchases with an estimated cost exceeding \$35,000.00.

Invitation to bid: The process to be used when the scope of work for a contractual service can be clearly defined or when specifications for the required goods can be precisely defined.

Minority business enterprise (certified): A business as defined by § 288.703 (1), F.S.

Minority person: A person as defined by § 288.703, F.S.

Notice to proceed: A written notification from the town to an Offeror to establish and authorize an Offeror to commence work under the provisions of the contract.

Offeror: A business or individual responding to an Invitation to Bid, Request for Qualifications, or Request for Proposals.

Originating department: The town department issuing an invitation to bid, request for proposals, statement or qualifications.

Palm Beach County Merchant: A merchant whose primary place of business is located within the boundaries of Palm Beach County, Florida, and who has had a valid Palm Beach County Local Business Tax Receipt and has been operating its business for at least one (1) year prior to the issuance of the invitation for bids or request for proposals.

Person: Any business, individual, union, committee, club, or organization, or group of individuals.

Procurement: Buying, purchasing, renting, leasing or otherwise acquiring any commodities and/or services for public purposes in accordance with state or town law. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and capital improvement projects, as defined herein, required by the town.

Professional medical services: The procurement of any medical functions not covered by insurance, including but not limited to pre-employment physicals, random drug screening, medical consultations, and the contractual employment of the medical director for the county fire department.

Project manager: A person designated by the Purchasing Agent to manage and to ensure compliance with contracts which he/she originates.

Proposal: An executed formal document submitted by an offeror to the town stating the goods and/or service offered to satisfy the need as described in a request for proposals (RFP), request for statement of qualifications (RFQ) or a request for information (RFI).

Public entity crime: A violation as defined in § 287.133(1)(g), F.S..

Public notice: The required notification or advertisement of an invitation to bid, request for proposal, or other competitive solicitation provided for in this division, to be given to prospective Offerors which may, at a minimum, include:

- (i) Posting public notice on the town's website; and
- (ii) Notice in a newspaper of general circulation.

Purchasing agent: The town manager, or his designee.

Request for a Quote: An oral or written request for written pricing or services, or commodities.

Request for letters of interest: A formal process whereby the town solicits written proposals from a pool of Offerors to provide services who will be listed as qualified and eligible to submit responses to a request for proposals or an invitation to bid.

Request for proposal: A written or electronically posted solicitation for competitive sealed proposals.

Request for information: A written or electronically posted request made by an agency to Offerors for information concerning commodities or contractual services.

Responsible Offeror. An Offeror who is determined to have the qualifications, integrity, reliability and capability in all respects to fully perform in accordance with the requirements of an invitation to bid, request for proposals, qualifications, or statements.

Responsive bid, proposal, or reply. A bid, or proposal, or reply submitted by an offeror which conforms in all material respects to the solicitation.

Specification: A concise statement of terms, conditions and a set of requirements to be satisfied by a product, material, service, or process used in an invitation for bids, request for proposals, and request for qualifications. It may include a description of any requirement for inspecting, testing, or preparing a commodity, service, or construction item for delivery.

Surety: A form of bid security in the form of cash, certificate of deposit, cashier's check, or irrevocable letter of credit.

Suspension: The temporary debarment of an Offeror for up to three years.

Veteran business enterprise: Any business which meets the definition of § 295.187 (3), F.S. and which has been certified by the Florida Department of Management Services.

Sec. 2-243. Local Preference.

The town may give preference to proposals for goods and services received from Offerors whose business is located within the corporate limits of the town where price, quality and other relative factors offered by other Offerors are comparable.

Sec. 2-244. Exemptions.

This division shall not apply to:

1. The procurement of dues and memberships in trade or professional organizations; registration fees for trade and career fairs, subscriptions for periodicals and newspapers; advertisements; postage; legal and mediation services; professional medical services; services associated with the purchase or sale of real property; abstracts of title for real property; title searches and certificates; title insurance for real property; real estate appraisal services; water, sewer, telecommunications and electric utility services; copyrighted materials or patented materials including, but not limited to, technical pamphlets, published books, maps, testing or instructional materials; fees and costs of job-related seminars and training; admission fees for parks and entertainment activities included in Town recreational programs;
2. Agreements between the town and other government or nonprofit organizations that provide for the transfer, sale, or exchange of goods and services.
3. Goods purchased with petty cash or town procurement cards in accordance with the town's petty cash and procurement card procedures;
4. Items purchased for resale to the general public; for example supplies for a Town-owned concession area.
5. Purchase of food items;
6. Artistic services or works of art;

7. Travel expenses, hotel accommodations and hotel services;
8. Entertainment or entertainment-related services for town sponsored events;
9. Purchase of motor vehicle license plates from a governmental agency;
10. Persons or entities retained as "expert witnesses" pertaining to anticipated, threatened or actual litigation;
11. Educational or academic programs;
12. Recreational instructors and sports officials;
13. Proprietary software applications;
14. Full or part-time contractual employees or independent contractors; and
15. Any services identified in §287.05, F.S. as may be amended from time to time as being exempt from competitive bid/request for proposal requirements.

Provided, however, that these exemptions shall not preclude the town from procuring such goods and/or services using the procedures listed in this article.

Sec. 2-245. Organization.

Except as otherwise provided herein, the Purchasing Agent or his designee as the town's Purchasing Agent shall be ultimately responsible for the procurement of all goods and services.

The Purchasing Agent shall:

1. Administer the purchasing functions of the town.
2. Implement the policies and procedures for the procurement of goods and services established in this division and applicable state law.
3. Purchase or contract for goods and services in accordance with provisions of this division.
4. Ensure that funds have been budgeted and appropriated prior to the execution of contracts or issuance of purchase orders for the procurement of goods and services.

Sec. 2-246. Thresholds for the procurement of goods and services.

The town commission hereby establishes \$35,000 as the threshold at which a formal competitive solicitation process shall be used, unless as otherwise provided for herein. A formal

competitive solicitation process shall be employed for all invitations to bid, request for proposals, request for qualifications, or request for information. When employing these formal competitive solicitations, the invitation or request shall be published such that it is available simultaneously to all Offerors and shall include the time and date for the town's receipt of bids, proposals, and replies. All formal competitive solicitations shall include provisions relating to compliance with the regulations of the Palm Beach County Office of Inspector General.

1. For goods and services with a value greater than \$10,000, but less than \$35,000, the town manager or designee shall electronically post on the town's website a description of the goods and services being sought for at least seven (7) consecutive business days. The posted information shall include the scope of work, specifications for goods and the response forms to be used by Offerors in response to the request for quotation (RFQ).
2. For goods and services with a value between \$1,501 and \$4,999, the town shall solicit at least three (3) verbal quotes.
3. For goods and services with a value between \$5,000 and \$9,999 at least three (3) written quotes shall be solicited.
4. For the purchase of goods and services of less than \$2,500, the originating department may use a field purchase order (FPO). It is the responsibility of the originating department to ensure that items are obtained at a competitive price, and that the department has not exceeded the line-item budgetary appropriation for the items purchased. The originating department shall not use field purchase orders to make more than one purchase of the same item within five business days if the total cost is more than \$2,500.00.
5. Purchase orders or contracts for goods or services with a value less than \$7,500 must be approved by a department director and the Purchasing Agent.
6. In lieu of using blanket written purchase orders for small dollar value purchases of less than \$1,000.00, departments are authorized to use electronic purchasing media, including bank issued purchasing cards (credit cards). The Purchasing Agent or designee shall establish policies and procedures to ensure adequate internal controls for the use of the cards.

Sec. 2-247. Competitive sealed solicitation process.

(a) Unless otherwise provided herein, goods and services with a value of less than the threshold established in section 2-246 shall be procured through an informal competitive solicitation process to the extent practicable by soliciting quotes, or by using the alternative source selection methods specified in section 2-249.

1. Invitation to Bid: The bid process shall be used when the scope of

work for a contractual service can be clearly defined or when specifications for the required goods can be precisely defined.

2. Request for Proposals (RFP): A RFP shall be used when the purposes and uses for which the goods, group of goods, or contractual services can be defined and various combinations or versions of the goods and contractual services may be proposed by an Offeror to meet the specifications of the solicitation document.
3. A RFP shall include terms and conditions, the scope of work, evaluation criteria and relative importance of price and other evaluation criteria, and whether an awarded contract is eligible to be renewed.
4. A contract may be awarded to the responsible and responsive proposer whose proposal is determined to be the most advantageous to the town, taking into consideration the price and other evaluation criteria set forth in a RFP.

(b) Services Governed by the Consultants' Competitive Negotiation Act

The procurement of professional architectural, engineering, landscape architectural, or surveying and mapping services shall be conducted in accordance with the requirements of §287.055, F.S., entitled the "Consultants' Competitive Negotiation Act."

(c) Other Professional Services

The procurement of professional services not governed by the Consultants Competitive Negotiations Act shall be solicited in accordance with the Invitation to Bid, RFP or RFQ.

(d) The competitive sealed proposal solicitation process shall provide for:

1. Public notice. Public notice of an invitation to bid, RFP or RFQ shall be given in the same manner as provided for competitive sealed bidding except all Invitations to Bid, RFPs or RFQs. The public notice shall allow at least 30 days for the submission of proposals unless the Purchasing Agent or designee determines that a notice of less than 30 days is in the best interests of the town. The public notice shall state the place, date and time where proposals are required to be submitted, and of the opening of proposals.
2. Submission. Proposals shall be submitted to the town no later than the specified time and date and at the location specified in the Invitation to Bid, RFP or RFQ. No proposal shall be accepted after such time, or at any other location than specified; any proposal received after the specified time and date, or to any location other than the location specified in the notice shall be returned unopened.
3. Proposal cancellation or postponement. The Purchasing Agent or designee may, prior to the due date of the RFP or RFQ, elect to extend, cancel or postpone the date and/or time for the submission of a RFP or RFQ. In such situations an addendum, or a notice of cancellation shall be issued.

(e) Cone of Silence.

An offeror shall not communicate with any elected or appointed town official or employee other than a person listed in the document soliciting bids or proposals prior to the time an award has been made by the town commission. Any communication between the offeror and the town shall be submitted to the office of the town clerk, or of the official referenced in an Invitation to Bid, RFP or RFQ. Any violation of the Cone of Silence imposed herein shall be grounds for the disqualification of an offeror.

(f) Proposal evaluation.

Proposals may be evaluated by an evaluation committee, which shall have not less than three voting members and shall be composed as follows: the originating department director who in conjunction with the Purchasing Agent appoints the chair and other members of the committee.

An award shall be made to the most responsive, responsible offeror whose proposal is determined to be the most advantageous to the town in accordance with the evaluation criteria contained in the Invitation to Bid, RFP, or RFQ. The evaluation of proposals shall be in accordance with the procedure established in an Invitation to Bid, RFP or RFQ.

(g) Award. Notice of the intent to award, along with a tabulation of the results of an evaluation, shall be posted by the town clerk on the town's website at least five business days prior to the commission's consideration of an award. The town clerk shall also provide all offerors affected by the proposed award written notice of the intent to award by email at the same time as the notice of intent to award is posted on the town's website.

(h) Continuing services contracts:

1. If there are two or more consultants which have been retained pursuant to a continuing services contract, the Purchasing Agent and department director of the originating department shall determine which firm is the most qualified to provide the required services.
2. The town may select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the town shall consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; and, recent, current, and projected workloads of the firms.

Sec. 2-248. Responses to competitive solicitations.

General solicitations:

1. A response to a competitive solicitation shall be submitted to the town clerk in a sealed envelope no later than the time and date at the location specified in the solicitation. Any response received after the deadline established in the solicitation, or which is submitted at a location other than at the location specified

in the solicitation shall be deemed unresponsive and shall be returned unopened to the offeror. It shall be the offeror's sole responsibility to ensure that its response reaches the specified place for receipt of responses to solicitations and by the time specified in the solicitation document. The town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or a town employee to successfully deliver a response, or for a mistake in the delivery of a response to a location other than the location designated in the solicitation.

2. Responses to the solicitations shall be accepted from all qualified offerors except as otherwise provided herein and shall be evaluated based on the requirements set forth in the solicitation.
3. The town may, at any time and in its sole discretion, reject all responses to solicitations and may or may not choose to seek solicitations in the future.
4. Responses to solicitations shall be opened publicly in the presence of one or more witnesses at the time and place specified in the solicitation. The town clerk or the clerk's designee shall officiate at the opening of competitive solicitations, and shall announce and record the name of each offeror, if appropriate, recite the amount of each offeror's response and such other information related to the solicitations as is appropriate.
5. All responses to solicitations shall become public records and shall be subject to public disclosure once opened.
6. An offeror may withdraw a response to a solicitation prior to date and time designated in the solicitation for their opening. If an offeror withdraws its response after the deadline established of a competitive solicitation, the purchasing agent may suspend an offeror from participating in any future town solicitations for up to three years.

7. Construction project solicitations:

The procurement of contractors for the town's construction projects shall follow the competitive sealed bid process outlined in § 2-247.

1. Bid security shall be required for all competitive sealed bidding for town construction projects where the cost of construction is estimated to exceed \$ \$100,000.00 in the form of a bid bond executed by a surety company authorized to do business in the State of Florida. Alternatively, cash in the form of a certificate of deposit, cashier's check, or irrevocable letter of credit, may be tendered in lieu of the bid bond. The Purchasing Agent may require bid security for construction contracts of less than \$100,000.00 as determined in the discretion of the Purchasing Agent. The amount of the bid security shall be in an amount deemed sufficient by the Purchasing Agent to ensure bid compliance but in no event shall the bid security be less than five percent of the bid amount.

2. Any person, firm or entity that enters into a written construction contract exceeding \$100,000.00 shall execute and deliver to the town, prior to, or concurrent with, the execution of the contract, a performance bond, in an amount equal to or greater than 100 percent of the contract price, . The bonds shall be issued by a surety insurer authorized to do business in the State of Florida as a surety. At the discretion of the Purchasing Agent, any person or entity entering into a construction contract which is for \$100,000.00 or less may be exempted from executing the payment and performance bond.
3. The surety must state on its front page: the name, principal business address, and phone number of the Offeror, the surety, the owner of the property being improved, and, if different from the owner, the contracting public entity; the contract number assigned by the contracting public entity, and a description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement. Such surety shall be conditioned upon the Offeror's performance of the construction work in the time and manner prescribed in the contract and promptly making payments to all persons defined in F.S. § 713.01, as amended, who furnish labor, services, or materials for the prosecution of the work provided for in the contract.
4. If at any time after the execution of the contract and the surety, the town deems the surety or sureties upon such surety to be unsatisfactory or, if for any reason such surety cease to be adequate to cover the requirements of the contract, the town may require the Offeror, at its sole expense and within five days after the receipt of notice from the town, to furnish an additional surety in such form and amount and with such surety as shall be satisfactory to the town. In such event, no further payment to the Offeror shall be deemed to be due under the contract until such new or additional security shall be furnished in manner and form satisfactory to the town as to protect the interests of the town and ensure the payment of persons supplying labor and materials under the contract.
5. Nothing herein is intended to prohibit the acceptance of a voluntary reduction in price from the top ranked offeror after recommendation to award bid to that offeror, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the offeror's response to the solicitation.

Sec. 2-249. Alternative Source Selection:

1. Cooperative purchases: Purchases utilizing contracts of other entities: Notwithstanding any requirements of this division, the purchase of goods and services under a contract with a federal, state or municipal government or any other governmental agency, political subdivision, or government-related association for the same scope of services may be made providing that the originating entity utilized a competitive process substantially similar to that used by the Town.

2. Emergency Purchase: The Purchasing Agent may authorize an emergency purchase when a declaration of emergency has been issued or there is a threat of other substantial or potential loss to the Town that requires urgent action.
3. Sole and Single Source Purchases: The Purchasing Agent may make or authorize the purchase of goods and services without competitive solicitation when the director of the department requesting the purchase has documented in writing and provided information supporting the fact that the goods or service requested is the only item that meets the specified requirements and the goods or service is only available through one (1) source.

Sec. 2-250. Contract document.

a. Contracts:

1. The procurement of goods or services shall be evidenced by a written contract or purchase order.
2. Contracts may be renewed or extended for a period not exceeding three (3) years, during the term, or upon the expiration of the term of the original contract.
3. Contract administration shall be the responsibility of the originating department with oversight by the Purchasing Agent.
4. Contract change orders shall be authorized in writing subject to Chapter 2, Article III, Section 2-82 setting forth the purchasing authority of the Purchasing Agent provided that the change does not materially alter the character of the work contemplated by the contract and sufficient budgeted funds are available.

Sec. 2-251. Protested solicitations and awards.

1. Right to protest. Any actual or prospective offeror that is aggrieved in connection with a pending award of a contract may protest to the town's Purchasing Agent in accordance with the following procedures.

The formal written protest must then be filed at the office of the Purchasing Agent no later than 5:00 p.m. Eastern Standard Time, within five business days after the date of Posting of the Notice of Intent to Award. The formal written protest shall contain at a minimum the following information:

- i. Identification of the name, address and contact information of the protestant and the solicitation involved;

- ii. A brief, statement of the facts and the legal basis for the protest;
 - iii. Identification of any applicable statutes, or ordinance(s), or other legal authority(ies) which the protestant deems applicable;
 - iv. A written statement indicating the specific nature of the relief requested by protestant; and
 - v. Any written or physical materials, or objects which the protestant deems relevant to the protest.
- c. The formal written protest is considered timely filed upon its receipt by the Purchasing Agent within the time frame set forth herein. Failure to timely file a protest within the time specified herein shall result in relinquishment of all rights to protest an anticipated award.
 - d. Offerors shall not attempt to influence, persuade or promote communicating with any town elected or appointed official, or employee regarding the merits of their protest other than as set forth herein. Any attempt to do so shall be cause for suspension of the right to respond to the town's solicitation of goods or services in accordance with subsection 2-252(a).
3. Authority to resolve. The Purchasing Agent shall convene the protest committee, which shall consist of the Purchasing Agent, department director of the originating department, and a third department director which shall render its decision. The protestant may appeal this decision by sending a written notice to the Purchasing Agent within five business days of the protest committee's written decision.
4. Proceedings. The protest committee shall meet in a public meeting. The town clerk shall give reasonable notice to all substantially affected offerors prior to the date scheduled to consider the appeal of the protest. Although it is a public meeting, the only individuals permitted to address the protest committee are those offerors who constitute the Protestant.
- a. At least five business days prior to the protest committee's proceeding, the protestant may submit any written or physical materials, objects, statements, affidavits, and arguments which the protestant deems relevant to the protest. In the proceeding, the protestant or its representatives may make an oral presentation pertaining to the protest. The members of the protest committee may make whatever inquiries of the deemed pertinent to assist them in their determination of the appeal of the finance director's decision.
5. Stay of procurement during protests. In the event of a timely protest, an award shall be postponed until the protest committee has rendered its written decision of the appeal.

Sec. 2-252. Suspension and debarment.

1. Suspension. An offeror may be suspended from submitting Invitations to Bid, RFPs or RFQs for five years from the date of the issuance of the procurement document and after all appeals have been exhausted for the following reasons:

- a. Offeror fails to fully comply with the conditions, specifications, or terms of a contract which has been awarded to the Offeror by the town;
- b. Offeror commits any fraud or provides false information in connection with a bid, quotation, proposal or contract with the town;
- c. Offeror is charged with the following crimes: 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. If charges are dismissed or the offeror is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the offeror to town;
- e. Offeror becomes insolvent, as evidenced by proceedings in bankruptcy;
- f. Offeror violates the ethical standards set forth in local, state, or federal law;

2. Debarment. An offeror may be permanently debarred for the following reasons:

- 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. Placement of the offeror on the convicted vendor list maintained by the Florida Department of Management Services within 36 months from the date of submittal of the bid or proposal.
- c. Decision. After the Purchasing Agent has determined there is cause to suspend or debar an offeror, the offeror shall be given written notice of the debarment and the reasons for the action taken.

Sec. 2-253. Inspections and tests.

1. The director of the originating department may inspect, or arrange for the inspection of all deliveries of supplies, materials, equipment or contractual services to confirm that they meet the specifications set forth in the bid documents and contract.
2. Any originating department may inspect deliveries made to it.
3. The director of the originating department may require chemical and/or physical tests or samples submitted with bids and samples of deliveries which are deemed

necessary to determine their quality and conformance with the specifications. For such tests, the Purchasing Agent 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 offeror to pay the town for any expense incurred in testing.

Sec. 2-254. Equal opportunity/minority and women business enterprise.

1. The town shall use its best efforts to ensure that minority, women and veteran owned businesses shall have an equitable opportunity to participate in the town's procurement process and that no business shall be excluded from participation in, denied benefits of, or be otherwise discriminated against in connection with the award and performance of any contracts with the town because of race, color, religion, national origin, age, sexual orientation, gender, marital status, handicap or physical impairment.

Sec. 2-255. Bid preferences.

Except with regards to contracts to be reimbursed by the Federal Emergency Management Agency, the town shall provide in its Invitations to Bid, RFP, or RFQ, a five percent bid preference for:

1. Local merchants whose principal office is within the town's boundaries, and who have maintained a valid town business tax receipt for the previous two entire calendar years; or
2. Certified minority or Florida veteran owned business enterprises pursuant to the Florida Office of Supplier Diversity and to certified minority owned business as defined by § 288.703, F.S..

Secs. 2-256--2-280. Reserved.

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. Effective Date. This Ordinance shall take effect immediately upon adoption.

CURRENT ORDINANCE NO. 4-2016

ORDINANCE NO. 4-2016

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN CODE AT CHAPTER 2, ARTICLE V, DIVISION 2, ENTITLED "PURCHASING" PROVIDING FOR THE AMENDMENT OF SECTION 2-242 TO PROVIDE PREFERENCES TO CERTIFIED MINORITY OWNED BUSINESSES; PROVIDING FOR THE AMENDMENT OF SECTION 2-244; PROVIDING FOR THE AMENDMENT OF SECTION 2-245 TO AMEND AND ADD DEFINITIONS; PROVIDING FOR THE AMENDMENT OF SECTION 2-246 DESIGNATING THE TOWN MANAGER AS THE TOWN'S PURCHASING AGENT; PROVIDING FOR THE AMENDMENT OF SECTION 2-247 MAKING MINOR CHANGES TO THE TEXT; PROVIDING FOR THE AMENDMENT OF SECTION 2-248 TO CHANGE THE TERM BIDDER TO "OFFEROR"; PROVIDING FOR THE AMENDMENT TO SECTION 2-249 PERTAINING TO CONSULTANTS NOT SUBJECT TO THE CCNA; PROVIDING FOR THE AMENDMENT TO SECTION 2-250 DELETING FIELD PURCHASE ORDERS; PROVIDING FOR THE AMENDMENT TO SECTION 2-251 TO LIMIT THE TERM OF THE RENEWAL OF A CONTRACT; PROVIDING FOR THE AMENDMENT OF SECTION 2-256 PERTAINING TO BID PREFERENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town has codified a procedure governing the procurement of goods and services, in which the Town has established procedures and the methods of procurements to be used when the Town desires to purchase goods and services; and

WHEREAS, it is generally in the best interest of the Town to use competitive procurement methods in order to obtain the best price and maximize the value of public funds in procurements; and

WHEREAS, establishing procurement methods and procedures for Town purchases, will provide for the fair and equitable treatment of persons and entities involved in purchasing by the Town, and establish safeguards for maintaining a procurement system of quality and integrity; and

WHEREAS, Town staff has recommended to the Town Commission that it amend Chapter 2, Article V, Division 2, Sections 2-244,2-245, 2-246, 2-247, 2-248, 2-249, 2-250, 2-251, 2-252, 2-253, 2-254, 2-255, and 2-256; and

WHEREAS, the Town Commission has reviewed the recommendations of Town staff, and has determined that amending Chapter 2, Article V, Division 2, Sections 2-244,2-245, 2-246, 2-247, 2-248, 2-249, 2-250, 2-251, 2-252, 2-253, 2-254, 2-255, and 2-256 of the Town's Code of Ordinances is necessary to further the public health, safety and welfare.

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

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

Section 2. Chapter 2, Article V, Division 2, Sections 2-244,2-245, 2-246, 2-247, 2-248, 2-249, 2-250, 2-251, 2-252, 2-253, 2-254, 2-255, and 2-256 of the Town's Code of Ordinances are hereby amended to read as follows:

DIVISION 2. PURCHASING

Sec. 2-241. General purpose.

The purpose of this division is to meet the following objectives:

- (1) Establish policies governing all purchases and contracts;
- (2) Encourage and promote fair and equal opportunity for all persons doing business with the town;

- (3) Obtain goods and services of satisfactory quality and quantity at reasonable cost for the town;
- (4) Permit the continued development of procurement policies and procedures through the promulgation of administrative regulations and internal procedures of purchasing and contracts;
- (5) Foster effective broad-based competition within the free enterprise system; and
- (6) Provide safeguards for the maintenance of a procurement system of quality and integrity.

Sec. 2-242. Supplementary general principles of law applicable.

(a) *Compliance with federal and state law.* The town shall comply with all applicable federal and state laws.

(b) *Principles of law and equity.* The principles of law and equity, including the Uniform Commercial Code of this state (F.S. chs. 670--680), laws relative to ethics, and laws relative to contract, agency, fraud, misrepresentation, duress, coercion, mistake or bankruptcy shall supplement the provisions of this division.

(c) *Access to procurement information.* Procurement information shall be a public record to the extent provided in F.S. ch. 119, and shall be available to the public as provided by law.

(d) *Preference to proposals for goods and services.* The town shall have the option to give preference to proposals for goods and services received from offerors whose businesses are based within the town where price, quality and other relative factors are comparable, and to certified minority owned business enterprises as defined by F.S. 288.703.

Sec. 2-243. Requirement of good faith.

The provisions of this division require all parties involved in the development, performance or administration of purchasing contracts of the town commission to act in good faith.

The town commission recognizes that fair and open competition is a basic tenant of public procurement; that such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically, and that documentation of the acts taken and effective monitoring mechanisms are important means of curbing any improprieties and establishing public confidence in the process by which commodities and contractual services are processed. The purchase of all commodities and services will be in accordance with town policy, codes, regulations and all applicable state statutes.

Sec. 2-244. Application and exclusions.

(a) The provisions of this division shall apply to every purchase/procurement by the town, irrespective of their fund source, including state and federal assistance monies, except as otherwise specified by law. Items in this category shall be paid for through a request for disbursement or other payment approval techniques. The provisions of this division shall not apply to:

- (1) Interlocal agreements between the town commission and nonprofit organizations or governmental entities including the procurement, transfer, sale or exchange of goods and/or services.
- (2) Payment of dues and memberships in trade or professional organizations; subscriptions to periodicals; title insurance for real property; court reporter services; water, sewer and electrical utility services; copyrighted materials; patented materials; and fees and costs of job-related seminars and training.
- (3) Real property.
- (4) Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services.
- (5) Accounting services, including consultation and auditing services.
- (6) Lectures by individuals.
- (7) Goods and/or services given, or accepted by the town via grant, gift or bequest.
- (8) Goods purchased with petty cash in accordance with established town procedures.
- (9) Goods and/or services purchased under contract with the federal, state or any other municipal government or government agency or political subdivision providing the offeror extends the same terms and conditions of the contract to the town.
- (10) Items purchased for resale to the general public.
- (11) Permits (payable to governmental entities).
- (12) Approved travel expenses.
- (13) Insurance.
- (14) Health services.
- (15) Conferences and travel.
- (16) Utilities bills.
- (17) Consultants, for the purpose of marketing studies, grant writing and management, Community Redevelopment Plan modification, and other project related services limited to projects less than \$9,999.99.

(18) Normal recurring disbursements not for the purpose of acquiring goods and services.

(b) The exclusions listed above do not preclude the town from procuring such goods and/or services using the procedures listed in this division.

(c) The minimum requirements of this division do not preclude additional procedures from being taken as deemed appropriate by the town manager or town staff.

Sec. 2-245. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Amendment: A modification, deletion or addition to an executed contract by means of a formally executed document signed by both parties.

Bid: A formal written price offer by an offeror to the town to furnish specific goods and/or services in response to an invitation to bid.

Bid award: A contract and/or purchase order to the selected offeror to provide specific commodities and/or services to the town for which funds have been appropriated by the Town of Lake Park Commission.

Bid criteria: The basis upon which the town will rely to determine acceptability of a bid or proposal, as stated in the bid or the proposal, including, but not limited to, inspection, testing, quality, workmanship, delivery, price, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total cost or life cycle costs.

Blanket purchase order: A purchase order under which vendor agrees to provide goods and/or services to a purchaser on a demand basis.

Certificate of contract completion: A form which indicates that a project has been satisfactorily completed and the contractor has paid all labor, materials and other charges against the project in accordance with the terms of the contract.

Certificate of insurance: A document which shows proof of insurance, coverage, types and amounts.

Change order: A written instrument issued on or after the effective date of the formal written contract or purchase order which, when duly executed by the town and contractor, amends the contract documents to provide for a change in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof.

Commodities: Anything defined in 287.012(5), F.S.

Consultants Competitive Negotiation Act (CCNA): The state statute that applies to the acquisition of architectural, engineering, landscape architectural or surveying and mapping services where the estimated cost of the planning or study activity with professional services fees exceeds \$35,000.00 (the Category Two threshold amount), or where the estimated basic project construction cost exceeds \$325,000.00 (the Category Five threshold amount).

Consulting services – non-CCNA: If the solicitation is not for architectural, engineering, landscape architecture or surveying, the CCNA bidding process is not to be utilized.

Contract: An agreement with sufficient consideration between two or more parties which sets forth the total legal obligations of the parties.

Cooperative purchasing: A method of purchasing the same goods or services with the same terms and conditions utilizing a contract issued by another public agency that has fulfilled the requirements of competitive solicitation (commonly referred to as “piggybacking”).

Debarment: The exclusion, for cause, of an offeror or contractor from bidding and/or receiving a contract to do business with the town.

Design-build: The requirement for which a single contract with a design-build firm is entered into for the design and construction of a capital improvement construction project.

Designee: A duly authorized representative of a person, organization, or agency.

Discrimination: Any offeror that has been placed on the discrimination vendor list as defined by F.S. § 287.134, shall not be able to transact business with the town to the extent as specified in § 287.134 (2) (b).

Emergency purchase: Procurement made in response to certain emergencies or when the delay caused by complying with all governing rules, regulations, and/or procedures would be detrimental to the health, safety and welfare of the town and/or its citizens or would create a hardship on the reasonable conduct of business in a timely fashion. Lack of planning, or funding surpluses, do not justify emergency purchases.

Estimate: A stated expectation of price based upon time, quantity or other qualifiers.

Evaluation committee: A committee comprised of town employees established for the purpose of evaluating bids and proposals submitted in response to invitations for bids or requests for proposals for purchases with an estimated cost of \$25,000 or more. The evaluation committee shall have no less than three voting members and shall consist of the following:

- (1) The originating department director who in conjunction with the finance director appoints the other members of this committee; and

(2) The finance director who shall chair the evaluation committee as a non-voting member.

(3) The town attorney shall provide advisory legal assistance as requested.

Field purchase order: A purchase of less than \$1,500.00 that does not require a purchase requisition or regular purchase order.

Health services: The procurement of any medical functions not covered by insurance, including but not limited to pre-employment physicals, random drug screening, medical consultations, and the contractual employment of the medical director for the county fire department.

Invitation for bids: A written or electronically posted solicitation for competitive sealed bids.

Local merchant: A merchant whose primary place of business is located within the municipal boundaries of the Town of Lake Park, Florida, and which has possessed a valid Town of Lake Park Business Tax Receipt for a minimum of one continuous year prior to the issuance of the invitation for bids or request for proposals.

Mandatory bid amount: The threshold dollar amount established as policy by the town commission at and above which the formal competitive sealed bid process shall be used, except as otherwise provided herein. The mandatory bid amount is \$25,000.00 as established by the town commission.

(1). *Minority business enterprise (certified):* A business as defined by F.S. § 288.703

Minority person: A person defined by F.S. § 288.703.

Nonresponsive respondent: Any offeror responding to an invitation to bid, request for proposals, or request for statement of qualifications that does not submit the required signed documents or submits incomplete documents and/or information.

Notice to proceed: A written notification from the town to the contractor to establish commencement of the contractor's responsibilities under the provisions of the contract.

Originating department: The town department issuing the invitation to bid, request for proposals, or request for statement of qualifications.

Palm Beach County Merchant: A merchant whose primary place of business is located within the boundaries of Palm Beach County, Florida, and which has possessed a valid Palm Beach County Local Business Tax Receipt for a minimum of one (1) continuous year prior to the issuance of the invitation for bids or request for proposals.

Person: Any business, individual, union, committee, club, or organization, or group of individuals.

Procurement: Buying, purchasing, renting, leasing or otherwise acquiring any commodities and/or services for public purposes in accordance with the law, rules, regulations and procedure intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and capital improvement projects, as defined herein, required by the town.

Project manager: A person designated by the town manager to manage and to ensure compliance with contracts which he/she originates

Proposal: An executed formal document submitted by an offeror to the town stating the goods and/or service offered to satisfy the need as described in a request for proposals (RFP), request for statement of qualifications (RFQ) or a request for information (RFI).

Public entity crime: A violation as defined in F.S., § 287.133(1)(g).

Public notice: The required notification or advertisement of an invitation to bid, request for proposal, or other competitive solicitation provided for in this division, to be given to prospective offerors for a reasonable/required period of time as determined by the town manager, which shall, at a minimum, include:

- (i) Posting public notice on the town's official website; and
- (ii) Notice in a newspaper of general circulation when required by applicable law.

The public notice shall describe the goods or services sought, and state the date, time and place of the bid/proposal/solicitation opening.

Purchasing agent: The town manager pursuant to Chapter 2, Article III, § 2-82.

Purchase order: The town's document used to authorize a purchase transaction with a vendor, which contains provisions and/or descriptions for goods and/or services ordered. Acceptance of a valid purchase order by a vendor shall constitute a legally binding contract.

Purchasing card: A method of payment whereby charges are paid based on receipts or invoices at month end utilizing a supplier-specific credit card and not requiring a purchase order.

Request for a Quote: An oral or written request for written pricing or services, information for commodities or contractual services.

Request for information (RFI): A solicitation of responses from interested and prospective offerors to provide information to determine specifications, qualifications and/or capabilities to satisfy a need rather than a firm specification and in which the respondent may be given latitude in order to develop a product and/or service which will fulfill the need.

Request for letters of interest: A solicitation of responses from interested and prospective offerors to provide information and/or specifications in order to determine qualifications and/or capabilities to satisfy a need rather than a firm specification, and in which the offeror may be given latitude in order to develop a product and/or service which will fulfill the need.

Request for proposal (RFP): A written or electronically posted solicitation for competitive sealed proposals.

Request for information: A written or electronically posted request made by the town to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the town in the form of a binding contract.

Requisition: An internal document generated by the originating department and forwarded to the town manager or finance director requesting purchase of commodities and/or services.

Responsible offeror, proposer, or respondent: A person or business entity who has the capability in all respects to fully perform fully the contract requirements, and the integrity and reliability that will assure good faith performance.

Responsive bid, proposal or reply: A bid, proposal or reply submitted by a responsive and responsible offeror that conforms in all material respects to the solicitation.

Responsive offeror: An offeror that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.

Responsive bid proposal: A bid proposal, or reply submitted by a responsive and responsible offeror which conforms in all material respects to the solicitation.

Responsive offeror: An offeror that has submitted a bid proposal, or reply that conforms in all material respects to the request for proposal.

Sales tax recovery: An option, resulting from the town's tax exempt status, reserved by the town to purchase all, any, or none of the materials and equipment included in each contract agreement directly from the manufacturer or supplier.

Sole source: The only existing source of an item or service which meets the needs of the originating department as determined and documented by a reasonable analysis of the marketplace. If in the process of a public bid, only one response is received, the town manager or finance director may proceed as a sole source purchase.

Specification: A concise statement of terms, conditions and a set of requirements to be satisfied by a product, material, service, or process used in an invitation for bids, request for proposals, and request for statement of qualifications. It may include a description of any requirement for inspecting, testing, or preparing a commodity, service, or construction item for delivery.

Surety bonds: A document from the contractor, which is issued to guarantee that an obligation will be fulfilled. The nature of the obligation determines the type of bond that will be issued. The types of surety bonds include: license and permit bonds, public official bonds, bid, performance, labor, material and payment bonds.

Suspension: The temporary debarment of an offeror for a period not to exceed three years.

Town: The Town of Lake Park.

Veteran business enterprise: Any business which meets the definition of F.S. § 295.187 (3), and which has been certified by the Department of Management Services.

Warranty: The representation, either expressed or implied, that a certain fact regarding the subject matter of a contract is presently true or will be true.

Sec. 2-246. Organization.

The town manager is the town's purchasing agent. Once the purchase of goods or services has been approved, a purchase requisition form shall be properly completed by the department director who shall submit it to the finance department for final approval by the town manager. The finance department shall be the agency through which the town will conduct all of its procurement and contracting for all supplies, material, equipment, contractual services, professional and consultant services, construction and/or combination of goods and services. When a field purchase order is used, a requisition need not be completed but the field purchase order should be approved by the department director, and a copy of the field purchase order promptly sent to the finance department.

Sec. 2-247. Procurement thresholds.

(a) *Twenty-five thousand dollars or more estimated cost.* Any purchase with an estimated cost of \$25,000.00 or more, except in an emergency situation (as determined by the town manager), or when involving single-source commodities (as determined by the finance director or town manager) must have an invitation to bid or request for proposal formally advertised in a newspaper of general circulation in the county, for a period of time as specified in Section 2-248(c) prior to the date set for submittal of bids or proposals. All purchases with an estimated cost of \$25,000 or more shall proceed pursuant to Chapter 2, Article III, § 2-82 pertaining to the purchasing authority of the town manager.

(b) *Ten thousand dollars through \$24,999.99.* All purchases having a value between \$10,000.00 through \$24,999.99 must have at least three written quotes from offerors. The results should be summarized by the originating department, and the purchase reviewed by the finance director, and approved by the town manager. Three quotes are not required in emergency situations or when involving single-source commodities, as determined by the finance director and the town manager. All purchases with an estimated cost of \$10,000.00 or more shall proceed in pursuant to Chapter 2, Article III, § 2-82 pertaining to the purchasing authority of the town manager.

(c) *Fifteen hundred dollars through \$9,999.99.* All purchases having a value of \$1,500.00 through \$9,999.99 must have at least three documented quotes obtained by the originating department. The documentation shall include the vendor name, phone number, contact person, and quoted price. The town manager must approve all purchases between the amounts of \$1,500.00 and \$9,999.99. Appropriate quotes should be submitted to the finance department with the purchase requisition. All purchases having a value of between the amounts of \$1,500.00 and \$9,999.99 shall proceed in accordance with Chapter 2, Article III, § 2-82 pertaining to the purchasing authority of the town manager.

(d) *One cent through \$1,499.99.* All purchases having a value between \$0.01 and \$1,499.99 may be made using a field purchase order (FPO). It is the responsibility of the originating department to ensure that items are obtained at a competitive price, and that the department has not exceeded the line-item budgetary appropriation for the items purchased. The originating department shall not use field purchase orders to make more than one purchase of the same item within five business days if the total cost is more than \$1,499.99.

(e) *Review of purchases.* The finance department may review purchases from time to time to ensure the validity of the purchase, including but not limited to, a confirmation of the need for the items purchased, verification of the department's report and its supporting documentation, the adherence to these purchasing procedures, and the overall integrity of the process used. One copy of each field purchase order shall be immediately forwarded to the finance department by the originating department after completion of the purchase.

(f) *Aggregate Annual Amounts.* All references to bids and purchases and amounts established for bid parameters shall be deemed to be aggregate annual amounts, to the extent feasible by each department. The total annual expected value of the purchase is to be used to determine the type of bid process to be applied. There shall be no artificial division of orders, piecemeal orders or other plans of order diversion or pyramiding to avoid said requirement.

(g) *Unauthorized purchases prohibited.* Unless specifically identified and approved it shall be prohibited for any town employee to order the purchase of any goods or services or make a contract other than through the finance director unless otherwise provided herein. Any purchase or contract made contrary to the provisions hereof are not authorized and shall not be binding upon the town, even though said goods and/or services are used or consumed in support of the effort of the town.

Sec. 2-248. Competitive sealed bid process.

(a) *Threshold amount.* The threshold dollar amount established as policy by the town commission at and above which the competitive sealed bid process shall be used, except as otherwise provided herein shall be \$25,000.00.

(b) *Invitation for bids.* Shall include the specifications, scope of service, and all terms and conditions applicable to the bid and shall set forth the evaluation criteria to be used to determine the award.

(c) *Publication of notice.* Public notice of the invitation to bid shall be published in a newspaper of general circulation in the county for a period of time, as determined herein, prior to bid submittal deadline, and posted on the Town of Lake Park official web site. The public notice shall state the place, date, and time of bid opening.

(1) For bids estimated to be from \$25,000.00 or more and expected to be less than \$200,000.00, the public notice of the invitation to bid shall provide a minimum of 21 days for submission of bids.

(2) For bids estimated to be more than \$200,000.00 public notice of the invitation to bid shall provide at least 30 days for submission of bids unless determined by the town manager or finance director to not be in the best interest of the town.

(d) *Bid submission.* Bids must be submitted in a sealed envelope no later than the time and date set forth as the bid submittal deadline and at the location specified in the invitation to bid. Any bids received later than the bid submittal deadline or at any other location than as specified in the invitation to bid shall not be accepted and shall be returned unopened to the offeror. It shall be the offerors sole responsibility to ensure that its bid reaches the specified place for receipt of bids by the specified deadline. The town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or town employee to successfully deliver a bid to the designated delivery location. It is noted that offerors shall be allowed to withdraw their bids at any time prior to bid opening.

(1) All bids and accompanying documentation received from offerors in response to an invitation to bid become the property of the town, and will not be returned to the offerors. In the event of a contract award, all documentation produced as part of the contract shall become the exclusive property of the town.

(e) *Bid acceptance and evaluation.* Bids shall be accepted from all qualified offerors except as otherwise provided herein and shall be evaluated based on the requirements set forth in the invitation for bid. Unsolicited alternates will not be considered.

The town may, at any time and in its sole discretion, reject all bids and/or re-advertise for bids using the same or different specifications and terms and conditions.

(f) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place specified in the invitation to bid. At the time of public opening, the town clerk or designee will officiate at all public bid opening of sealed bids, and shall announce and record the name of each bidder, the amount of each bid and such other relevant information as the town manager deems appropriate.

(g) *Public record.* Upon award recommendation or ten days after opening, bids become public records and shall be subject to public disclosure consistent with F.S. ch. 119.

(h) *Cancelling or postponing invitation to bid.* The town manager or finance director may, prior to bid opening, elect to cancel an invitation to bid or postpone the date and/or time of bid submission or opening. In such situations, an addendum will be issued.

(i) *Withdrawal of bids.* An offeror can withdraw its bid up to the time listed for receipt of bids. If an offeror unilaterally withdraws its bid without permission after bid opening, the finance director may suspend the vendor from participating in future bids for up to three years.

(j) *Corrections to bids.* The following shall govern the corrections of information submitted in a bid when the information is a material factor in determining the responsiveness of the bid.

(1) Errors in extension of unit prices or in multiplication, division, addition or subtraction in a bid may be corrected by the finance director or designee prior to award. In such cases, the unit prices bid shall not be changed. When offerors quote in words and in figures on items on the bid sheet and the words and figures do not agree, the words shall govern and the figures shall be disregarded.

(2) Nothing herein is intended to prohibit the acceptance of a voluntary reduction in price from the low offeror after recommendation to award bid to the low offeror, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the invitation to bid.

(k) *Standards.* Factors to be considered in determining whether the standard of responsibility for offerors has been met include whether, in the town's determination, an offeror has:

(1) Appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements as demonstrated by the offerors submitted bid documents.

(2) A satisfactory record of performance on similar projects as set forth by the offerors submitted bid documents and as verified by the town.

(3) A record of integrity that is satisfactory to the town.

(4) Documented that it is legally established to conduct business and to contract with the town.

(l) *Tie bids.* If two or more offerors are tied, the tie may be broken and the successful offeror selected by the following criteria presented in order of importance and consideration:

- (1) Quality of the items or services bid if such quality is ascertainable.
- (2) Delivery time if provided in the bids by the offerors.
- (3) If it is impossible with any reasonableness to determine if any of the above criteria have been met, or if application of the above criteria do not resolve the issue, the award will be given to that offeror whose bid was received earliest in time by the town as indicated by the time clock stamp impressed upon the bid envelope of each offeror.

(m) *Bid award.* Award will ordinarily be made to the lowest responsive and responsible offeror whose bid meets the requirements and criteria set forth in the invitation for bids. Notice of intent to award, along with a tabulation of the bid/proposal results, shall be posted by the town clerk on the town's official website five business days prior to the commission award. All offerors, or contractors affected by the proposed award of contract will also be notified by the town clerk at the time of posting, via telefax or other means, of the intended award. The award shall be effective upon approval by the town commission and upon issuance of a purchase order, execution of a contract, or written notice of award by the finance director or town manager. The town may reject any bid prior to such issuance. In the event only one bid is received, the town may award to the sole offeror if the bid is deemed to be reasonable and in the best interests of the town or to request new bids. In the event all bids exceed budgeted funds, the finance director, with direction of the town manager, in cooperation with the department director of the originating department, is authorized, when time or economic considerations preclude re-solicitation to negotiate an adjustment of the bid price and/or bid specifications with the low responsive and responsible offeror in order to bring the bid within the amount of budgeted funds.

(n) *Rejection or award of bids.*

(1) The town reserves the right to accept or reject any and all bids and/or to make award to the lowest responsive and responsible offeror whose bid meets the requirements and criteria set forth in the invitation for bid and whose award will, in the opinion of the town, be in the best interest of and most advantageous to the town.

(2) Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective offeror has provided:

- a. Appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge, and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements as demonstrated by the offeror in the bid documents;
- b. A satisfactory record of performance on similar projects as specifically set forth in the bid submitted by the offeror and verified by the town;
- c. A record of integrity that is satisfactory to the town;

d. Documentation that the offeror is a legally established business entity, is in good standing, and is able to conduct business in the state of Florida and to contract with the town;

e. A summary of any and the identification of all parties pertaining to all litigation which the offeror has been a party over the past five years; and

f. All necessary information in connection with the inquiry concerning responsibility including but not limited to any current licenses, permits, insurance, or official documentation of its legal status.

The offeror shall supply the above information or documentation to the town as part of the bid documents it submits to the town pursuant to the town's invitation to bid. If an offeror fails to supply such information the town shall consider the bid documents submitted to be not responsive to the invitation to bid and find the offeror nonresponsive.

(3) The town may conduct a prequalification process to evaluate the responsibility of potential offerors and may then limit acceptance of bids or proposals to those offerors deemed qualified in such process.

(o) *Changes and amendments.* The finance director and/or town manager may authorize changes/amendments for construction, and goods and/or services within the overall scope of the project or procurement pursuant to § 2(10) of Chapter 2, Article III, § 2-82 pertaining to the purchasing authority of the town manager. If the amendment/change order exceeds the maximum amounts herein, the amount of the amendment/change order must be approved by the town commission. If the change is outside the scope of the original project or procurement as determined by the finance director and/or town manager, a new invitation to bid must be issued, unless an emergency or sole source situation exists. Should an emergency or sole source situation exist, a new contract with the existing contractor may be negotiated and presented to the town commission for approval, provided such contractor is qualified and available to perform on the new project, or is capable of securing the services of a qualified subcontractor. Extensions of time frames for completion of contracts may be authorized by the finance director and/or town manager.

A change order to a purchase order must be approved by the finance director and/or town manager for all changes that affect the original dollar amount by an increase of ten (10%) percent or more. Change orders of \$10,000.00 or more shall proceed pursuant to Chapter 2, Article III, § 2-82 pertaining to the purchasing authority of the town manager.

Sec. 2-249. Competitive sealed proposal process.

The competitive sealed proposal process shall consist of the following:

(a) *Public notice.* Public notice of the request for proposal or request for statement of qualification shall be given in the same manner as provided for competitive sealed bidding except all RFP or RFQ require a minimum of 21 days for submission of proposals unless determined by the finance director to be not in the best interest of the town.

- (b) *Submission.* Proposals must be received no later than the specified time and date and at the location specified for submission in the request for proposal (RFP) or request for statement of qualifications (RFQ). No proposal shall be accepted after such time or at any other location than specified; any proposal received later or at any other location than specified shall be returned unopened.
- (c) *Proposal cancellation or postponement.* The town manager, finance director or designee may, prior to the RFP or RFQ due date, elect to cancel or postpone the date and/or time for submission or opening. In such situations an addendum will be issued.
- (d) *Discussion with responsible offeror and revisions to proposals as provided in the request for proposals,* discussions may be conducted with any responsible offeror that submits a proposal determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no exchange of information regarding the content or feasibility of the proposals to competing offerors.

An offeror shall not communicate with any town elected or appointed official or employee other than a person listed in the bid or contract documents as the contact person for a particular bid or contract prior to the time an award decision has been made by the town. Any communication between the offeror and the town shall be submitted in writing to the office of the town clerk as listed in the bid or contract documents and shall be solely for the purposes of obtaining information or clarification necessary to develop a responsive, accurate proposal or bid. If an offeror fails to observe this restriction on communications, it shall be grounds for disqualifying the offending offeror from consideration for award of the proposal or bid.

- (e) *Proposal evaluation.* Award shall be made to the most responsive, responsible offeror whose proposal is determined to be the most advantageous to the town in accordance with the evaluation criteria contained in the RFP/RFQ. Evaluation of proposals may be made in a multi-step selection process as set forth in the RFP or RFQ.
- (f) *Award.* Notice of the intent to award, along with a tabulation of the bid/proposal results, shall be posted by the town clerk on the town's official website five business days prior to the commission award. All offerors or contractors affected by the proposed award of contract will also be notified by the town clerk at the time of posting, via telefax or other means, of the intended award.

(g) *Special consideration for consulting contracts:*

(1) Negotiations involving the Consultants Competitive Negotiation Act (CCNA) will be conducted by a team selected by the town manager.

(2) Consultant services – non-CCNA. Consultant services for services other than for architecture, engineering, landscape architectural or surveying and mapping services are acquired in compliance with policies outlined in invitation to bid and/or request for proposal.

(3) Design build contracts shall be established in compliance with F.S. § 287.055, known as the Consultants Competitive Negotiation Act (CCNA).

(4) *Continuing consultant services.* The Consultant's Competitive Negotiation Act (CCNA) does not provide criteria for negotiating a contract for continuing consultant services. Accordingly, the town will establish a selection criteria in the RFP among consultants under continuing consultant services contracts. Consultant services required for any project, which is within the scope of a continuing service contract with the town, which services are within the scope of the Consultant Competitive Negotiations Act, shall be awarded as follows:

(h) The town manager and department director of the originating department shall determine which of the service providers then under continuing contract with the town are potentially capable of providing the required services.

(i) The town manager or finance director shall then request that each such provider submit a proposed scope of services and a fee quotation. The department director of the originating department shall review the proposals received. In the event he/she determines it to be in the best interest of the town, prior to completing his/her review, to enter into negotiations with any service provider which has submitted a proposal with respect to the proposed scope of services, the proposed fee, or both, in order to have the project completed in the most efficient and economical manner possible, upon the conclusion of any such negotiations, the department director shall complete review of the proposals.

(j) Upon completion of the proposals review, the department director of the originating department shall prepare and submit to the finance director and town manager his/her recommendation as to which service provider should, in his/her professional judgment, receive authorization to perform the work. In making such determination he/she shall take into account factors set forth in F.S. § 287.055 (4)(b), with respect to service providers then under continuing contracts with the town and the price for which the services are to be rendered.

(k) The town manager will be the approving authority for all price proposals pursuant to Chapter 2, Article III, § 2-82 pertaining to the purchasing authority of the town manager.

Sec. 2-250. Alternative source selection.

(a) *Small purchases.* Any purchase for an amount less than the mandatory bid amount may be made in accordance with those procedures promulgated in the Code; provided, however, no purchase shall be artificially divided so as to constitute a purchase for an amount less than the mandatory bid amount.

(b) *Sole source purchases.* The town manager may make or authorize a purchase without competitive bid when the department director of the originating department has documented in writing that such good and/or service is the only item that meets the need and is available through only one source of supply. Sole source purchases greater than \$10,000.00 must be approved pursuant to Chapter 2, Article III, § 2-82 pertaining to the purchasing authority of the town manager. Written determinations documenting sole source purchases shall be retained for a period of at least three years.

(c) *Emergency purchases.* The town manager or designee may make or authorize emergency purchases as defined herein. The appropriate department director of the originating department shall document in writing that such goods and/or services need to be purchased on an emergency basis. Emergency purchases above the town manager's purchasing authority shall be approved by the town commission at the next regularly scheduled commission meeting. Written determinations documenting emergency purchases shall be retained for a period of at least three years.

(d) *Authority to waive bidding.* Bidding may be waived when it is determined to be not practicable or advantageous for the town as declared by the town commission.

(e) *Cooperative purchasing (piggybacking).* Cooperative purchasing is only allowed for the purchase of the same product or service and limited only to variances in the quantity and or minor features of a product or service. The town may cooperatively purchase from offerors who have been selected after a competitive process and selected by other governmental entities who are subject to competitive solicitations by Florida law. The offeror shall confirm in writing that it will provide the goods or services to the town based upon the terms of the contract which is the subject of the cooperative purchasing. The town and the offeror shall enter into a contract which incorporates the terms of the cooperative purchasing contract. Cooperative purchasing shall be subject to the approval levels specified in § 2-247.

(f) *Construction services.* The procurement of construction services by the town shall be acquired in accordance with the competitive sealed bid process outlined in § 2-248.

(1) Bid security shall be required for all competitive sealed bidding for construction contracts when the total cost of construction is estimated by the town manager or the finance director to exceed \$200,000.00. Bid security shall be an original bid bond executed by a surety company admitted and authorized

to do business in the State of Florida. Cash, a certificate of deposit, treasurer's check, or a certified cashier's check satisfactory to the town may be tendered in lieu of the bid bond. Nothing contained herein shall prevent the town from requiring bid security on construction contracts of less than \$200,000.00 as determined in the discretion of the town manager to be in the best interest of the town. Bid security shall be in an amount deemed sufficient by the town manager to ensure bid compliance but in no event shall the bid security be less than five percent of the bid amount.

(2) Bids or proposals which are submitted without the required bid security shall be rejected.

(3) Any person, firm or entity that enters into a written construction contract with the town which is for \$200,000.00 or more shall, before commencing the work, execute and deliver to the town within the time specified by the contract or procurement documents, a payment and performance bond, each in the amount equal to or greater than 100 percent of the total contract price, unless the amount of the bonds is reduced to a lesser amount as determined by the town commission, but in no event shall the amount of each bond be less than 100 percent of the total contract price. The bonds shall be issued by a surety insurer authorized to do business in the State of Florida as a surety. The required bonds shall also be recorded in the public records of Palm Beach County. At the discretion of the town commission, any person or entity entering into a construction contract which is for \$200,000.00 or less may be exempted from executing the payment and performance bond.

(4) In lieu of the bond required by this section, a contractor may file with the town an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in F.S. Chapter 625, pt. II. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of an alternative form of security shall be made by the town manager.

(5) The bond must state on its front page: the name, principal business address, and phone number of the contractor, the surety, the owner of the property being improved, and, if different from the owner, the contracting public entity; the contract number assigned by the contracting public entity, and a description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement. Such bond shall be conditioned upon the contractor's performance of the construction work in the time and manner prescribed in the contract and promptly making payments to all persons defined in F.S. § 713.01, as amended, who furnish labor, services, or materials for the prosecution of the work provided for in the contract.

(6) If at any time after the execution of the contract and the surety bonds, the town deems the surety or sureties upon such bonds to be unsatisfactory or, if for any reason such bonds cease to be adequate to cover the requirements of the

contract, the town may require the contractor, at its sole expense and within five days after the receipt of notice from the town, to furnish an additional bond in such form and amount and with such surety as shall be satisfactory to the town. In such event, no further payment to the contractor shall be deemed to be due under the contract until such new or additional security shall be furnished in manner and form satisfactory to the town as to protect the interests of the town and ensure the payment of persons supplying labor and materials under the contract. Final payment of all construction projects shall be approved by the town manager after certification of completion from the community development director.

(7) Nothing herein shall prohibit the town from deleting line items within the invitation to bid and purchasing said items directly from a supplier in an amount not exceeding the bid amount per line item of the successful offeror, without further bidding, in an effort to benefit from the town's tax exempt status.

Sec. 2-251. Contract document.

(a) *General provisions.* Every procurement of contractual services shall be evidenced by a written agreement embodying all provisions and conditions of the procurement of such services, which provisions and conditions shall not be limited to:

(1) A provision that bills for fees or other compensations for services or expenses be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(2) A provision allowing unilateral cancellation by the agency for the refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of F.S. ch. 119 and made or received by the contractor in conjunction with the contract.

(3) Where feasible, a provision dividing the contract into units of deliverables, which shall include, but not be limited to, reports, findings, and drafts, that must be received and accepted in writing by the contract manager prior to payment.

(4) A provision specifying the criteria and the final date by which such criteria must be met for completion of the contract.

(5) A provision specifying that the offeror (contractor) shall maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

a. 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.

b. 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.

c. 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 bid documents demonstrating the required coverages shall be submitted with the offeror's bid 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 and approval as part of the town's evaluation of the bid or proposal. The town may require the contractor to provide a complete certified copy of the insurance policy(ies). If the contractor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement covering same, including installation and transit.

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.

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.

(6) A provision specifying that the contract may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer, specifying the renewal price for the contractual service as set forth in the bid, proposal, or reply; specifying that costs for the renewal may not be charged; and, specifying that renewals are contingent upon satisfactory performance evaluations conducted by the town and subject to the availability of funds.

(7) A provision specifying that the execution of the contract does not violate the Public Entity Crimes Act (F.S. § 287.133), and certifying that the offeror or its subcontractor(s) under the contract have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting the bid or proposal for the contract.

(b) *Signing of written agreement.* The written agreement shall be signed by the town manager and/or the mayor and an authorized representative of the contractor prior to the rendering of any contractual service, except in the case of a valid emergency as certified by the town manager.

Sec. 2-252. Protested solicitations and awards.

(a) *Right to protest.* Any actual or prospective offeror that is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the town's finance director.

(b) *Notice.*

(1) A written notice (e.g., letter, etc.) that a bid protest will be filed must be submitted to the office of the finance director no later than 5:00 p.m. Eastern Time, three business days from the time of initial posting of notice of intent to award. The notice of bid protest must be in writing, and must identify the protestant and the solicitation involved, and shall include a factual summary of the basis of the protest.

(2) The formal written protest must then be filed at the office of the finance director no later than 5:00 p.m. Eastern Time, within five business days after the date of filing the notice of bid protest. The formal written bid protest shall contain at a minimum the following information:

a. Identification of the name, address and contact information of the protestant and the solicitation involved;

b. A clear, brief, statement of the facts, legal arguments and other grounds on which the protest is based;

c. Identification of any applicable statutes, or ordinance(s), or other legal authority(ies) which the protestant deems applicable to the solicitation involved; and

d. A clear statement, in writing, of the specific nature of the relief requested by protestant.

e. Any additional written or physical materials, objects, statements, and arguments, which the protestant deems relevant to the issues raised in the request for review.

The protestant shall mail a copy of the notice of protest and the formal written protest to the finance director, and shall provide the town manager with evidence of such mailing.

(3) The formal written protest is considered filed with the town when it is received by the finance director and is not timely filed unless it is received by the finance director within the times specified above. Failure to file a written notice of bid protest and subsequent formal written protest within the time period specified shall result in relinquishment of all rights of protest by the offeror and abrogation of any further bid protest proceedings.

(4) These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Offerors are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with subsection 2-253(a).

(c) *Authority to resolve.* The finance director shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision within 10 business days to the protestant. The protestant may appeal such decision, in writing to the finance director within five business days of the date of the written decision, whereby a protest committee, comprised of the finance director, town manager, town attorney, and the department director of the originating department, shall have the authority to settle and resolve the protest.

(d) *Proceedings.* The finance director shall serve as the presiding officer of the protest committee in a nonvoting capacity. The town clerk shall give reasonable notice to all substantially affected persons or businesses prior to the date scheduled to consider the appeal of the protest.

(1) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, affidavits, and arguments which the protestant deems relevant to the issues raised.

(2) In the proceeding, the protestant, or its representative or counsel, may also make an oral presentation of the evidence and arguments. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other protest committee members may make whatever inquiries deemed pertinent to a determination of the protest.

(3) The judicial rules of evidence shall not apply and the protest committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.

(4) A quorum of the committee consists of a majority of protest committee members. A decision shall be rendered by a majority vote of the committee members in attendance.

(5) If it is deemed that the solicitation or award is in violation of law or the procedures outlined herein, the solicitation or award shall be cancelled or revised.

(6) If it is determined that the solicitation or award should be upheld, the finance director shall promptly issue a decision on behalf of the protest committee in writing stating the reason for the action with a copy furnished to the protestant and all substantially affected persons or businesses. The decision shall be final and conclusive as to the town. Any party may arrange for the proceedings to be stenographically recorded, and shall bear the expense of such recording. The proceedings shall be open to the general public.

(e) *Stay of procurement during protests.* In the event of a timely protest, the finance director shall not proceed further with the solicitation or with the pending award of the contract until the finance director, with the advice of the town attorney and after consultation with the department director of the originating department makes a determination that the award of the contract without delay is necessary to protect substantial interests of the town.

(f) *Reservation of powers to settle actions pending before the courts.* Nothing in this section is intended to affect the existing powers of the town commission to settle actions pending before the courts.

(g) *Damages.* In the event that a court of competent jurisdiction upholds the protestant's claim, the court awarded damages on behalf of the protestant shall be solely limited to bid/proposal preparation costs.

Sec. 2-253. Suspension and debarment.

(a) *Suspension.* An offeror may be suspended for a period not to exceed two years as determined by the finance director based upon the following:

(1) Offeror 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;

(2) Offeror commits any fraud or misrepresentation or provides false information in connection with a bid, quotation proposal or contract with the town;

(3) Offeror 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;

(4) Offeror 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 offeror found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the offeror to town;

(5) Offeror 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;

(6) Offeror violates the ethical standards set forth in local, state, or federal law;

(7) Offeror fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or

(8) 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.

(b) *Debarment.* An offeror may be permanently debarred for the following:

(1) 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.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the offeror's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. 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.

(3) Placement of the offeror 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 bid or proposal.

(c) *Decision.* After the finance director has determined there is cause to suspend or debar an offeror, the finance director shall notify the offeror in writing of the debarment or the period of suspension and the reasons for the action taken.

(d) *Finality of decision.* The suspension or debarment shall be final and conclusive unless the suspended or debarred offeror initiates protest proceedings pursuant to section 2-252 within 21 days after the date of notification.

Sec. 2-254. Inspections and tests.

(a) The finance director or department director of the originating department 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.

(b) 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.

(c) The finance director shall have the authority to require chemical and/or physical tests or samples submitted with bids 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 offeror to pay the town for any expense incurred in testing.

Sec. 2-255. Equal opportunity/minority and women business enterprise.

(a) The town shall use its best efforts to ensure that minority and women businesses shall have an equitable opportunity to participate in the town's procurement process and that no business shall be excluded from participation in, denied benefits of, or be otherwise discriminated against in connection with the award and performance of any contracts with the town because of race, color, religion, national origin, age, sexual orientation, gender, marital status, handicap or physical impairment.

(b) This division shall be read consistently with the Florida Civil Rights Act, F.S. ch. 760, and shall not repeal existing or subsequently enacted town minority/women business enterprise ordinances.

Sec. 2-256. Bid preferences.

The town shall provide a five percent bid preference for one of the following criteria, and the specific application of that preference must be included in the RFP:

- (1) To local merchants whose principal office is within the town's boundaries, and who have maintained a valid town business tax receipt for the previous two years; or
- (2) To certified minority or Florida veteran owned business enterprises pursuant to the Florida Office of Supplier Diversity.

Sec. 2-257. Conflict of interest.

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 hereby adopted and incorporated herein by reference as if fully set forth herein.

Secs. 2-258--2-280. Reserved.

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

Section 5. 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 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

Upon First Reading this 6 day of July, 2016, the foregoing Ordinance was offered by Commissioner Flaherty, who moved its approval. The motion was seconded by Commissioner Lynch and being put to a vote, the result was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	_____
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	_____
COMMISSIONER ERIN FLAHERTY	<u>/</u>	_____
COMMISSIONER ANNE LYNCH	<u>/</u>	_____
COMMISSIONER MICHAEL O'ROURKE	<u>Absent</u>	_____

PUBLISHED IN THE PALM BEACH POST THIS 10 DAY OF July, 2016

Upon Second Reading this 20 day of July, 2016, the foregoing Ordinance, was offered by Commissioner Lynch, who moved its adoption. The motion was seconded by Commissioner Flaherty and being put to a vote, the result was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	_____
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	_____
COMMISSIONER ERIN FLAHERTY	<u>/</u>	_____
COMMISSIONER ANNE LYNCH	<u>/</u>	_____
COMMISSIONER MICHAEL O'ROURKE	<u>/</u>	_____

The Mayor thereupon declared **Ordinance No.** 04-2016 duly passed and adopted this 20 day of July, 2016.

TOWN OF LAKE PARK, FLORIDA

BY: James DuBois
Mayor, James DuBois

ATTEST:

Vivian Mendez
Town Clerk, Vivian Mendez
Town Seal

Approved as to form and legal sufficiency:
Thomas J. Baird
Town Attorney, Thomas J. Baird

FLORIDA

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 30, 2019

Agenda Item No. 10

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, PERTAINING TO THE REQUIREMENTS FOR SPECIAL EVENT PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE ON 1st READING**
- NEW BUSINESS
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *Nadia Di Tommaso* **Date:** 10/21/19
Nadia Di Tommaso / Community Development Director
 Name/Title

Originating Department: Community Development	Costs: \$ Legal Review Funding Source: Town Attorney Acct: #105 <input type="checkbox"/> Finance _____	Attachments: → Ordinance <u>10</u> -2019
Advertised: Date: <i>N/A on 1st reading</i> Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone OR Not applicable in this case <u>ND</u> Please initial one.

Summary Explanation/Background:

Towards the end of 2018, the Town Commission revised the special event Ordinance of Chapter 18 in the Town Code to allow for flexibility in the number of special events a property can conduct within a calendar year. In doing so, special events were also limited to two consecutive days in duration pursuant to the adopted amendments in 2018. Since the holiday season generally attracts a couple of vendors interested in selling Christmas trees or fireworks (or other holiday items), this Ordinance addresses their inclusion in Chapter 18 of the Town Code so as to separately define "Outdoor Seasonal Sales" as a standalone category and allow for these types of events to be conducted for up to 45 consecutive calendar days, by a third-party vendor and within commercial zoning districts, along with certain application requirements. A separate Ordinance is also being presented for Chapter 18 to address the signage associated with "Outdoor Seasonal Sales".

Recommended Motion: I MOVE TO APPROVE ORDINANCE NO. 10-2019 on first reading.

ORDINANCE NO. 10- 2019

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, PERTAINING TO THE REQUIREMENTS FOR SPECIAL EVENT PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has previously adopted regulations regarding special event permits for events in Town parks; and

WHEREAS, the Town’s Community Development Department has recommended amendments to Sections 18-120 through 18-127 of the Code of Ordinances pertaining to special event permits; and

WHEREAS, the Town Commission has determined that the recommended amendments would further the public’s health, safety and general welfare.

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

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

Section 2. Chapter 18, Article IV, Sections 18-120, 121, 122, 123, 124, 125, 126 and 127 are hereby amended as follows:

Sec. 18-120. - Special event permit required.

- (a) A special event permit is required when the activity being conducted is expected to impact the town or a portion of the town beyond the normal operations or operating hours of a

business, neighborhood, park or other public property, or when the exterior of a property is utilized beyond its approved use. In some cases, special events may require the temporary installation of infrastructure. Examples of special events include; grand openings and special sales events for permanent commercial and businesses uses located in the Town; religious functions and other types of ceremonies, craft shows and fairs, festivals and holiday events, residential/neighborhood block parties, certain sports and recreation events and functions, fundraisers, events and functions held in town parks or on town property; outdoor sales of seasonal items or products conducted on retail property, and other resident or residential, business and commercial events that meet the criteria and requirements of this article.

(b) Town-sponsored events are not subject to the frequency requirements of this section, or any other sections provided herein. Special event permits may be issued by the town for single use special events and for multiple special events. Special event permits are not intended, nor shall the issuance of a special event permit by the town be deemed or construed to supersede existing zoning, and other town laws or regulations, or to effectuate or constitute a waiver of such regulations.

(c) Applicants proposing to host special events are subject to the following limitations:

A property which is the subject of an application is entitled to host a maximum of 12 special events per calendar year. The special event hosted on the property is permitted for up to two consecutive days.

Outdoor seasonal sales may be conducted for no more than 45 consecutive days. Outdoor seasonal sales are permitted one annual event. These events are limited to the Town's commercial zoning districts. Outdoor seasonal sales shall not be conducted as an extension of an existing retail operation, but must constitute a stand-alone use by a separate, third-party vendor.

Events, that in the opinion of the town, can be anticipated to attract 1,000—4,999 participants, shall be entitled to host four special events per calendar year in addition to the 12 listed hereinabove, provided the events are hosted in the following designated areas: Kelsey Park, Lake Shore Park, Bert Bostrom Park or within the Park Avenue Downtown District.

Sec. 18-121. - Application deadlines for permit; conditions.

- **Share Link**
- **Print**
- **Download (docx)**
- **Email**
- **Compare**

Applications for a special event permit shall be submitted on forms provided by the town to the community development department for approval or denial. Applications must be submitted to the community development department not less than 21 calendar days prior to the date of the proposed special event. For special events held in town parks, or on town property, an applicant shall submit a special event permit to the town at least 60 days in

advance of the proposed special event. The community development director shall be responsible for issuing all special event permits, however, in the event that an applicant requires either a waiver of town imposed fees or other code regulations; or closure of any town streets for more than a 24-hour period, such request must be approved by the town commission. Final approval of a special event permit issued by either the community development director or approved by the town commission may impose conditions which are deemed necessary to protect or further the public health, safety, and general welfare. Temporary freestanding canopies may be used for special events.

Sec. 18-122. – Criteria for review of special event permits.

- (a) *Generally.* Prior to issuing a special event permit, the community development director or designee shall review the application for a special event permit and all other supporting documentation submitted by the applicant in conjunction with the following criteria and any additional relevant factors or considerations to determine whether a special event permit shall be issued by the town:
- (1) Will the requested special event be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare?
 - (2) Will any nuisance or hazardous feature or activity involved in the special event be suitably separated from adjacent uses? If yes, does the application adequately detail the methods and means to be used to buffer adjacent uses from the nuisance or harmful effects that the special event may generate, and does the community development director concur that the applicant's proposal will be sufficient in this regard?
 - (3) Will excess vehicular traffic be generated on residential streets? If so, will off-duty law enforcement personnel be necessary? Are there other mitigating solutions which can be implemented to address the effects of excess traffic?
 - (4) Will a vehicular parking problem be created either internal or external to the site of the special event? If so, has the applicant provided any mitigation plan, such as off-site valet parking or other proposals to relieve anticipated parking problems?
 - (5) Will the special event have potential negative audible effects, and if so, to what extent, and has the applicant presented any noise mitigation plan with the application?
 - (6) Will the special event violate any other provisions of the Town Code, and if so, what code sections are in conflict?
 - (7) Will the use be temporary in nature, and not include any permanent improvements? If permanent improvements are proposed and approved by the town, the applicant may be required to transfer ownership of any improvements to the town via a bill of sale or other legal instrument.
 - (8) Will the impacts of nonresidential uses on residential properties be minimized, and if so how?
 - (9) Will any streets, roads, or rights-of-way be closed? Has a maintenance of traffic (MOT) plan been submitted? Has the applicant agreed to make the necessary arrangements and pay all related expenses in advance?

(10) Will any proposed signage comply with the sign code requirements of chapter 70 of this Code and has a separate signage application been submitted?

Sec. 18-124. – Additional criteria for outdoor seasonal sale events.

Applicants seeking a special event permit for outdoor seasonal sales shall provide the following:

- (1) Items for sale.
- (2) Proposed location
- (3) The property owner's written consent and affidavit of responsibility.
- (4) Copy of sales tax number certificate.

Sec. 18-1245. - Permit issuance.

Special event permits issued pursuant to this article shall only be issued following the submittal of all required paperwork and payment of all required fees.

Sec. 18-1256. – Revocation of permit.

A special event permit may be revoked by the community development director upon a determination that the terms or conditions of the special event permit have been violated or cannot be met. If this determination is made during or after the event takes place, the applicant of the special event applicant will be subject to the forfeiture of 50 percent of the deposit for events on town property, or a \$150.00 penalty for events on private property and will be subject to code enforcement proceedings as established in the Town Code.

Sec. 18-127. – Special event signage.

A permit is required for all temporary signs. Signs shall comply with applicable Town code requirements.

Section 3. Severability. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a Court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

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

Section 5. **Codification.** The provision of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the Ordinance maybe renumbered or re-lettered to accomplish such.

Section 6. **Effective date.** This Ordinance shall take effect immediately upon execution.

TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 30, 2019

Agenda Item No. 11

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 70, ENTITLED "SIGN REGULATIONS" PROVIDING FOR THE ADDITION OF A DEFINITION OF OUTDOOR SEASONAL SALES; PROVIDING FOR THE AMENDMENT OF SECTION 70-103 TO ADD OUTDOOR SEASONAL SIGNS AS A PERMITTED SIGN; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE ON 1st READING**
- NEW BUSINESS
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 10/20/19
Nadia Di Tommaso / Community Development Director
 Name/Title ND

Originating Department: Community Development	Costs: \$ Legal Review Funding Source: Town Attorney Acct: #105 <input type="checkbox"/> Finance _____	Attachments: → Ordinance <u>11</u> -2019
Advertised: Date: <i>N/A on 1st reading</i> Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone OR Not applicable in this case <u>ND</u> Please initial one.

Summary Explanation/Background:

Towards the end of 2018, the Town Commission revised the special event Ordinance of Chapter 18 in the Town Code to allow for flexibility in the number of special events a property can conduct within a calendar year. In doing so, special events were also limited to two consecutive days in duration pursuant to the adopted amendments in 2018. Since the holiday season generally attracts a couple of vendors interested in selling Christmas trees or fireworks (or other holiday items), this Ordinance addresses the associated signage requirements for these types of "Outdoor Seasonal Sales" events, which are also being defined and separately addressed in a separate agenda item for Chapter 18.

Recommended Motion: I MOVE TO APPROVE ORDINANCE NO. 11-2019 on first reading.

ORDINANCE No. 11- 2019

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 70, ENTITLED "SIGN REGULATIONS" PROVIDING FOR THE ADDITION OF A DEFINITION OF OUTDOOR SEASONAL SALES; PROVIDING FOR THE AMENDMENT OF SECTION 70-103 TO ADD OUTDOOR SEASONAL SIGNS AS A PERMITTED SIGN; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; 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 Chapters 163, Florida Statutes; and

WHEREAS, the Town Commission has adopted sign regulations which have been codified in Chapter 70 of the Town Code; and

WHEREAS, the Town's Community Development Department has recommended an amendment to Sections 70-6 and 70-103(3) of the Code of Ordinances pertaining to signs; and

WHEREAS, the Town Commission has determined that the recommended amendments would further the public's health, safety and general welfare.

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. Chapter 70, Article I, Section 70-6 is hereby amended as follows:

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.

Outdoor seasonal sales shall mean a special event which takes place between November 1 and December 31 of a calendar year. Outdoor Seasonal Sales special events are an extension of standard special events that allow for additional outdoor sales by a third party vendor, to promote the holiday season.

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

Section 3. Chapter 70, Article IV, Section 70-103(3) is hereby amended as follows:

Sec. 70-103 – Permitted signs.

3. *Temporary signage.*

(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, outdoor seasonal sale, 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 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.

(11) Sign permits for outdoor seasonal sales are valid for up to 45 consecutive days. Outdoor seasonal sale special event signs shall be affixed to a structure on the property where the event is being held. Freestanding signs are prohibited.

Section 4. 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 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. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 7. Effective Date. This Ordinance shall take effect upon execution.

New Business

TAB 12



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 30, 2019

Agenda Item No. 12

Agenda Title: Resolution Authorizing the Town Manager to Execute the Tuition Reimbursement Employment Agreement with Town Employee Anders Viane

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

Approved by Town Manager *[Signature]* Date: 10/14/19

Name/Title Assistant Town Manager/Human Resources Director

Originating Department: <p style="text-align: center;">Human Resources</p>	Costs: \$ -0- Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Resolution; and, Tuition Reimbursement Employment Agreement with Anders Viane
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 BMT OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

As part of the Fiscal Year 2020 budget, the amount of \$16,979 for Account No. 105-40100 was approved by the Town Commission as part of the Human Resources Department budget for tuition reimbursement for all general fund employees, which included the amount of \$6,654 for tuition reimbursement for Town employee Anders Viane.

On May 22, 2019 the Town Manager approved by Administrative Policy #19-006 the updated Handbook of Procedures and Policies for Employees of the Town of Lake Park ("Employee Handbook") which provides at Section 6.23 entitled "College Tuition Reimbursement" that an employee receiving tuition reimbursement must execute an agreement with the Town to remain in the Town's employment for two years following the completion of the last reimbursed course. The Employee Handbook also requires that such tuition reimbursement agreements must be approved by the Town Commission on a case-by-case basis.

The purpose of this agenda item is to authorize the Town Manager to execute the tuition reimbursement employment agreement with Town employee Anders Viane.

Staff recommends approval.

Recommended Motion: I move to approve Resolution 88-10-19.

RESOLUTION NO. 88-10-19

RESOLUTION AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE THE AMENDED TUITION REIMBURSEMENT EMPLOYMENT AGREEMENT WITH TOWN EMPLOYEE ANDERS VIANE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (“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 of Lake Park provides its employees with the opportunity to obtain reimbursement for some or all of their tuition expenses in accordance with Town policy provided that the coursework is taken at an accredited educational institution and that the coursework is related to the employee’s job function, and that the employee agrees in writing to remain in the Town’s employment for two years (24 months) following completion of the last reimbursed course; and

WHEREAS, the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such tuition reimbursements in Fiscal Year 2020.

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

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Commission hereby authorizes and directs the Town Manager to execute the tuition reimbursement employment agreement with Town employee Anders Viane, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

AGREEMENT

THIS AGREEMENT made and entered into by and between the Town of Lake Park, Florida, a municipal corporation (hereinafter referred to as the "Town") and Anders Viane (hereinafter referred to as the "Employee") dated this ____ day of _____, 2019.

WHEREAS, the Employee is employed by the Town in the Community Development Department as a Planner; and

WHEREAS, the Employee has enrolled in a course of study to obtain his Master of Urban and Regional Planning through Florida Atlantic University's School of Urban and Regional Planning; and

WHEREAS, pursuant to the Handbook of Procedures and Policies for Employees of the Town of Lake Park (hereinafter referred to as the "Employee Handbook") the Town has agreed to reimburse employees for some of all of their tuition expenses.

NOW THEREFORE, the parties agree as follows:

Section 1. The Whereas clauses are incorporated herein.

Section 2. The Employee's reimbursement shall be subject to meeting the following conditions.

1. The Employee shall submit sufficient information as determined by Town to demonstrate that the educational expenses were incurred from Florida Atlantic University ("FAU"), an accredited educational institution and that the coursework is in a field that is related to Employee's current job function; and
2. The Employee shall remain in the Town's employment for two years (24 months) following the completion of the last reimbursed course; and
3. In the event that the employee does not remain in the Town's employment for two years following the completion of any class, the employee hereby agrees to repay the total of any and all funds that have been paid within the last 24 months; and
4. The Employee hereby agrees to: (a) make all tuition payments in advance for all classes for which she is seeking reimbursement; (b) submit proof of the payment of same; and (c) submit documentation to the Town of the grades received for each class for which she seeks reimbursement.

Section 3. The Employee's reimbursement shall be based upon receipt of the grade achieved or the equivalent record of achievement as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement
Grade C or equivalent	50 percent reimbursement
Below C.....	No reimbursement

The Town shall have no obligation to reimburse the Employee for classes which are not required for obtaining a Master of Urban and Regional Planning from FAU.

Section 4. Binding Agreement. This Agreement, when duly executed by the parties shall be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 6. Venue. Any action or proceeding of any kind arising out of or related to this Agreement shall be brought in the appropriate State or Federal Court for Palm Beach County, Florida. The parties hereto consent to service, jurisdiction, and venue in the courts of Palm Beach County, Florida, for any litigation arising from this Agreement and waive any other venue to which any of them might be entitled.

Section 7. Headings/Interpretation. The word or phrase appearing at the commencement of sections or subsections are included only as a guide to the contents thereof and are not to be construed as controlling, enlarging or restricting the language or meaning of the text.

Section 8. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any entity or circumstance shall be to any extent held invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 9. Construction. This Agreement shall not be construed more strictly against one party than against any other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

Section 10. Attorneys' Fees. If any litigation is instituted for the purpose of enforcing or interpreting any provision of this Agreement, the prevailing party or parties, as determined by the court having jurisdiction, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred, including reasonable attorneys' fees and expenses and court costs at the pretrial level, the trial level, and in connection with all appellate and bankruptcy proceedings. Fees for paralegals and other legal support personnel shall be a recoverable expense in accordance with the preceding sentence.

Section 11. Waiver of Jury Trial. THE PARTIES HERETO WAIVE ANY RIGHTS ANY OF THEM MAY HAVE TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT AND AGREE THAT THEY SHALL NOT ELECT A TRIAL BY JURY. THE PARTIES HERETO HAVE SEPARATELY, KNOWINGLY AND VOLUNTARILY GIVEN THIS WAIVER OF RIGHT TO TRIAL BY JURY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

This AGREEMENT shall become effective immediately upon execution.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

Print Name: _____

Print Name: Anders Viane

Print Name: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____. He is personally known to me or has produced a driver's license as identification.

(NOTARY SEAL)

Notary Public
My Commission Expires: _____

ATTEST:

TOWN OF LAKE PARK, FLORIDA

By: _____
Vivian Mendez, Town Clerk
(TOWN SEAL)

By: AGENDA COPY
Date: 01/24/17

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Thomas J. Baird, Town Attorney

\\jfj\pl2\apps\docs\26508\00001\doc\1o52678.docx

Agenda Copy Only - Not For Signature

TAB 13



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 30, 2019

Agenda Item No. 13

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH DOVER, KOHL & PARTNERS FOR PLANNING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE
- NEW BUSINESS - RESOLUTION**
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

Date:

10/23/19

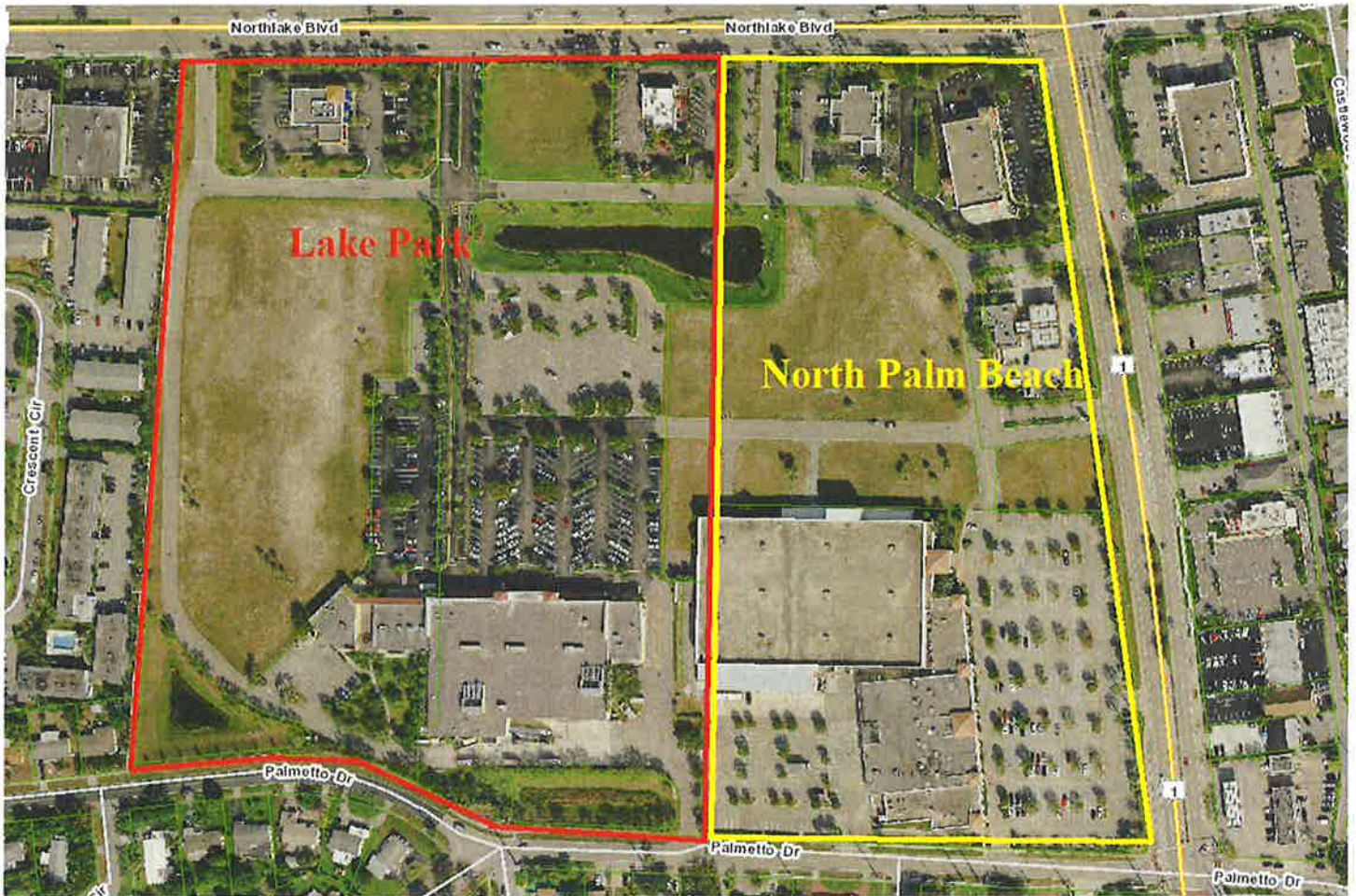
Nadia Di Tommaso / Community Development Director
Name/Title

Originating Department: Community Development	Costs: \$20,000 Funding Source: Contractual Services Acct. # 500-3400 <input type="checkbox"/> Finance <i>K. Curisco</i>	Attachments: → Resolution 89-10-19 with Exhibit "A" (Agreement)
Advertised: Date: N/A 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 ND Please initial one.

Summary Explanation/Background:

For a few years now, the Village of North Palm Beach has engaged Dover Kohl & Partners to complete a comprehensive code overhaul of their land development regulations associated with all zoning districts within the Village. Similar to Town of Lake Park, the Village is one of the smaller municipalities with limited in-house staff thereby warranting an outside consultant to provide a comprehensive review, coordination and creation of modernized, forward-thinking code regulations geared towards to the future growth, redevelopment and sustainability of the Village. The first step of this process resulted in a Citizen's Master Plan adopted by the Village whereby the overall vision for their various areas was established. One of these areas includes the C-3 regional business district. The Town of Lake Park has a very similar need and it is time to move this process forward for the Town as well. Anticipating the need to work with a consultant, funds have been set aside in this year's fiscal year budget. Utilizing the same consultant as the Village will save time and money given their familiarity with the Site given the similarities in adopted code regulations between municipalities. Dover Kohl is essentially a sole source

provider in terms of their first-hand involvement and knowledge on the C-3 area and North Palm Beach's process. It will also insure compatibility between the regulations to maximize the redevelopment of the area. Working with the Village on this initiative is important and advantageous to the Town since the existing C-3 district regulations are currently identical in the Town Code and the Village Code. The reason the Village and Town Codes for the area (C-3 District illustrated below) are identical dates back to when the Twin City Mall was first established (early to mid 90's) within the overall C-3 district area. Two Planned Unit Developments (PUDs) were later established within the Twin City Mall area, the Village Shoppes PUD, which encompasses the land area within the jurisdictional boundaries of the Village and the Northlake Promenade Shoppes PUD encompassing the land area within the Town of Lake Park's jurisdictional boundaries:



Lake Park Zoning Map



Legend



Zoning	
C1 BUSINESS DISTRICT	CLIC, CAMPUS LIGHT INDUSTRIAL & COMMERCIAL
C2 BUSINESS DISTRICT	CONSERVATION
C3 BUSINESS DISTRICT	MU MIXED USE
U1 BUSINESS DISTRICT	P PUBLIC DISTRICT
	PADD PARK AVENUE DOWNTOWN DISTRICT

R1 SINGLE FAMILY RESIDENCE DISTRICT	R2A MULTIPLE FAMILY RESIDENCE DISTRICT
R1A SINGLE FAMILY RESIDENCE DISTRICT	R3 MULTIPLE FAMILY RESIDENCE DISTRICT
R1AA RESIDENCE DISTRICT	RND TRADITIONAL NEIGHBORHOOD DEVELOPMENT
R1B TWO FAMILY RESIDENCE DISTRICT	
R2 MULTIPLE FAMILY RESIDENCE DISTRICT	



Map Date: 10/9/2018



Nadia Di Tommaso - Director
Community Development Department
Town of Lake Park
525 Park Ave, Lake Park, FL 32403
881-881-2232 | 881-881-3323 (fax)
ndtommaso@lakeparkflorida.gov

Throughout 2018 and much of 2019, the Village has been working through their plans for the future redevelopment of the C-3 area. The Town participated in one of their workshops in early 2019 and now that the Town has funds budgeted to move this project forward, we are seeking approval for the Dover Kohl agreement in order to get our process started and completed by June 2020.

Given the Town's existing Mixed-Use Code for the US-1 corridor, the Town Manager and Town Staff shared the importance of remaining consistent with the mixed-use vision in order to maximize the redevelopment potential for the area, while making it sustainable and self-sufficient as it relates to the mix of uses, well into the future. The Town's mixed-use regulations for the US-1 corridor were also shared with Dover Kohl in an attempt to have them start thinking about utilizing similar principles and provisions for the C-3 area.

The C-3 area currently has a land use designation of "Commercial" in the Future Land Use Element Classification System of the Comprehensive Plan. Comprehensive Plan Amendments and the creation of Land Development Regulations for the area are needed. An initial public workshop is also folded into the proposed Agreement in order to engage the public. Areas of particular focus for the draft regulations will include:

- "Allowable Uses"
- Street Regulating Plans
- Building Frontage Requirements
- Setbacks and build-to zones
- Exterior building heights and floor and interior ceiling heights
- Architectural Details
- Landscaping Standards
- Parking Standards

- Signage
- PUD applicable procedures (*do site specific redevelopment efforts require authorization from all PUD owners?*)
- Density – currently proposed at 24 units per acre (a comprehensive plan issue – units/acre? or Basket of Rights approach?)

It is important that this initiative move forward. The first step is to approve this Agreement with Dover Kohl.

Recommended Motion: I recommend APPROVAL of Resolution 89-10-19 approved the Agreement with Dover Kohl & Partners for Planning Services.

RESOLUTION NO. 89-10-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH DOVER, KOHL & PARTNERS FOR PLANNING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park (Town) is a municipality with those powers 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; and

WHEREAS, the Town Commission has determined that there is a need for the creation of amendments to the Town's Land Developments Regulations (LDRs) and its Comprehensive Plan to insure consistency with the LDRS enacted by the Village of North Palm Beach pertaining to the area of the area known as the Town City Mall Site; and

WHEREAS, the Town Commission has determined that the use of the same planning consultants to prepare amendments to the Town's LDRs would be the most cost effective way to achieve consistency with the Village's LDRs for the Town City Mall Site ; and

WHEREAS, Dover, Kohl & Partners (DKP) has submitted a proposal to the Town and the Community Development Director has recommended that the Commission accept the proposal; and

WHEREAS, the Town Commission finds that DKP's proposal is acceptable and the Commission has agreed to enter into an agreement with DKP; and

WHEREAS, the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Agreement;

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 by reference.

Section 2. The Mayor is hereby authorized and directed to execute the Agreement with Dover, Kohl & Partners, a copy of which is attached hereto and incorporated herein as Exhibit 'A'.

Section 3. This Resolution shall take effect upon execution.

EXHIBIT 'A'

**Agreement for Professional Planning Services for the Twin
City Mall Site**

On this ____ day of _____, 2019, the Town of Lake Park, a Florida municipality ("Town"), located at 535 Park Avenue, Lake Park, Florida 33403, and Image Network, Inc. d/b/a Dover, Kohl & Partners ("Consultant" or "DKP"), located at 1571 Sunset Drive, Coral Gables, Florida 33143, have executed this Agreement for Professional Planning Services (the "Agreement") for the creation of amendments to the Town's Land Development Regulations (LDRs) and amendments to the Town's Comprehensive Plan to insure consistency with the LDRs and comprehensive plan prepared for the Village of North Palm Beach pertaining to the Twin City Mall/Northlake Promenade Shoppes Site;

WHEREAS, the Town's Community Development Department Director has determined that a planning firm is needed to prepare amendments to the Town's Comprehensive Plan and LDRs pertaining to the Twin City Mall/Northlake Promenade Shoppes Site;

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Agreement and the payment of fair and valuable consideration as provided herein, the Town and Consultant understand and mutually agree to the following terms:

ARTICLE 1 Scope of Services

Consultant agrees to provide the base services as specifically described, and set forth in EXHIBIT I (the "Scope of Services"), a copy of which is attached hereto and incorporated herein.

ARTICLE 2 Term

The term of this Agreement shall be twelve (8) months, commencing on the effective date hereof. The Town shall have the option to extend the term once for six (6) months.

ARTICLE 3 Compensation

The compensation payable by the Town to the Consultant shall be as described in EXHIBIT II (the "Compensation"), a copy of which is attached hereto and incorporated herein.

ARTICLE 4 Ownership and Use of Documents

Notwithstanding the completion, suspension, termination, or expiration of this Agreement, the following provisions in this section shall apply with respect to ownership of documents:

- A. Final Work Products.** Both the Town and the Consultant shall have a right to retain, use, and reproduce final work products. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

Public Records. The Town is public agency subject to Chapter 119, Florida Statutes. Compliance with the Florida Public Records Law is required:

- Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the service;

- Provide the public with access to such public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer to the Town, at no cost, all public records in possession of the Consultant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically shall be provided to the Town in a format that is compatible with the information technology systems of the Town.
- IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)881-3311; 535 Park Avenue, Lake Park, Florida 33403, townclerk@lakeparkflorida.gov.

B.

ARTICLE 5 Suspension or Termination

- A. Suspension.** If the Town fails to make timely payment to Consultant of fees or expenses, Consultant may suspend performance of services under this Agreement, provided the Consultant gives the Town seven (7) days advance written notice. Consultant shall have no liability to the Town for any delay or damage caused by a suspension of services due to untimely payment by Town. The Town shall incur all fees and costs associated with any delay or suspension of services not the fault of Consultant, including but not limited to any costs associated with changing travel dates.
- B. Termination.** The Town may terminate this Agreement upon seven (7) days advance written notice to Consultant. If this Agreement is terminated, the Town shall reasonably compensate Consultant for those services performed and expenses reasonably incurred up to the date of termination. The Consultant may terminate this Agreement upon seven (7) days advance written notice to the Town.

ARTICLE 6 Miscellaneous Provisions

- A. Amendments.** The duties, responsibilities, and limitations on authority of Consultant shall not be restricted, extended, or modified without a prior written agreement signed by the Town and Consultant.
- B. Assignments.** The Town and Consultant each bind themselves, and their partners, legal successors, and assigns, to the other party to this Agreement and to its partners, legal representatives, successors, and assigns. Neither the Town nor Consultant may, without the prior written consent of the other party, assign or transfer to third parties any rights or obligations arising under this Agreement.

- C. **Prohibition Against Contingency Fees.** The Consultant warrants that it has not employed any person, firm corporation or other entity other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, firm, corporation, or other entity, other than a bona fide employee working solely for the Consultant any favor, commission, percentage, gift, or any other compensation contingent upon or resulting from the award or making of this Agreement or any other agreement with the Town. In the event of breach of this provision, the Town shall have the right to terminate this or any other agreement with the Consultant without liability, and, in its discretion, to deduct from amounts due under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

- D. **Integration.** This Agreement constitutes the entire and integrated agreement between the Town and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. If one or more provisions contained in this Agreement should be deemed invalid, void, or unenforceable, the remaining provisions shall remain valid, binding, and enforceable to the fullest extent of the law.

- E. **Default and Remedies for Default.** Violations of any of the provisions of this Agreement, including a failure to pay any sum of money when due, shall constitute an act of default. Upon any act of default, the non-defaulting party may terminate this Agreement in accordance with the provisions of Article V B, above, and the non-defaulting party may exercise any and all legal and equitable remedies.

- F. **Force Majeure.** If either party is unable to perform its obligations under the Agreement due to a natural disaster or any circumstances beyond reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.

- G. **Notice.** Where this Agreement provides that written notice be delivered, such notice shall be delivered using the most expeditious means available, while taking into consideration such factors as delivery time, reliability, verifiability, and expense. The Town and Consultant have designated the following business addresses as appropriate for receiving such notice:

As to the Town: Town of Lake Park, FL
 Attn: _____

As to Consultant: Dover, Kohl & Partners
 ATTN: Jason King, Principal
 1571 Sunset Drive
 Coral Gables, Florida 33143

- H. **Waiver.** The failure of either Town or Consultant to insist upon the performance of particular terms or conditions arising under this Agreement shall not be construed as a waiver of any subsequent breach of such terms or conditions.

- I. **Attorney's Fees; Costs.** If either party to this Agreement must retain an attorney to enforce the performance of this Agreement by commencing legal proceedings, then the prevailing party in such proceedings shall be entitled to recover its attorney fees and costs from the other party.

- J. **Applicable Law/Venue.** This Agreement shall be construed in accordance with the laws of the state of Florida and the United States of America. Venue for any legal proceedings shall be in Palm Beach County, Florida.

- K. **Independent Contractor.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co- partners between the parties or as constituting Consultant (including its officers, employees, and agents) an agent, representative, or employee of the Town for any purpose, or in any manner, whatsoever. Consultant is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement. Persons employed by Consultant in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to Town's officers and employees either by operation of law or by the Town. Consultant shall procure and maintain appropriate insurance coverage to cover itself and its employees, including general liability, professional liability, automobile liability and workman's compensation insurance.

WE THE UNDERSIGNED indicate our mutual understanding and consent to the aforementioned terms and conditions of this Agreement to be effective on the day and year first written above.

"The Town"

The Town of Lake Park

By: _____
 Michaela O'Rourke/ Mayor

"Consultant"

Image Network, Inc. d/b/a Dover, Kohl, & Partners

By: _____
Jason King, Principal / Vice President

Exhibit I - Scope of Services

PHASE 1: DRAFTING OF LDR AND COMPREHENSIVE PLAN AMENDMENTS

The new Land Development Regulations (LDRs) shall utilize the same basic format and contents of the proposed revisions to the C-3 zoning district for the North Palm Beach portion of the Twin Cities Mall site. However, in order for the LDRs for the Lake Park portion of the site to reflect the Town's policies and priorities, some adjustments are anticipated to the proposed C-3 revisions; and corresponding adjustments are anticipated to the following portions of the Town's existing regulations (not exhaustive):

- Chapter 31 - Parking in Rights-of-way, Public Parking Areas and Spaces (on-street parking)
- Chapter 55 - Community Development (planning & zoning board)
- Chapter 56 - Consistency and Concurrency Determinations
- Chapter 67 - Land Development Code (road design standards)
- Chapter 78 - Zoning
 - Article III (C-3 zoning district)
 - Article IV Walls, Fences and Hedges
 - Article V Supplementary Regulations (parking & loading; road improvements on private property)
 - Article VI Rezoning and Special Exceptions (uses & waivers)
 - Article VII Nonconforming Lots, Uses, Structures
 - Article VIII Landscaping and Vegetation Protection
 - Article XII Architectural Design Guidelines for Nonresidential Buildings

Lake Park's Comprehensive Plan designates the Twin City Mall site in the same "Commercial" Future

Land Use (FLU) designation which is applied along Northlake Boulevard, Alternate A1A, and Old Dixie Highway. This designation could be tailored for the Twin City Mall site by either creating special rules within that designation; or by creating an entirely new FLU designation; or by utilizing the Town's Mixed-Use Base District and creating a corresponding Overlay; either will require amendments to the Town's Comprehensive Plan.

PHASE 2: PUBLIC PROCESS AND PROPOSED SCHEDULE

The anticipated public process for the project is as follows (all dates are preliminary and coordination with the Village of North Palm Beach is included):

- December 2019:** One Public Workshop for public participation on the proposed LDR and Comprehensive Plan amendments for the Twin City Mall site. **The Consultant shall prepare and deliver a presentation and lead the discussion, with assistance from staff. (CONSULTANT TRIP 1)** Consultant shall utilize visual color renderings that serve to adequately depict, identify and encourage discussion. Consultant shall provide three paper copies and one electronic copy of all required materials at least 14 days in advance of the workshop date.

December 2019 and January 2020:

Drafting of LDR and Comprehensive Plan amendments. **The Consultant shall lead this task, with assistance from staff.**

February 2020:

Finalize LDR and Comprehensive Plan amendments. **The Consultant shall lead this task, with assistance from staff.**

February to May 2020: Approval/Adoption Process for the C-3 amendments to LDRs and Comprehensive Plan, including:

One Planning & Zoning Board/Local Planning Agency Public Hearing (February or March 2020): To include formal review of the Comprehensive Plan Amendments and Land Development Regulations. **The Staff shall prepare and deliver a presentation and lead the discussion. The Consultant may be requested to attend this public hearing to respond to questions (see additional services below).** Consultant shall provide eight paper copies and one electronic copy of the draft amendments at least 14 days in advance of the public hearing date.

First Town Commission Public Hearing (March or April 2020): To include Transmittal of the proposed Comprehensive Plan Amendments and First Reading of the LDR changes. **The Consultant shall prepare and deliver a presentation and lead the discussion, with assistance from staff. (CONSULTANT TRIP 2)** Consultant shall utilize visual color renderings that serve to adequately depict, identify and encourage discussion. Consultant shall provide three paper copies and one electronic copy of all required materials at least 14 days in advance of the public hearing.

Second Town Commission Public Hearing (May or June 2020 –depending on when a response is received by the state): To include Adoption of the Comprehensive Plan Amendments and Second Reading of the LDR changes. **The Staff shall prepare and deliver a presentation and lead the discussion. The Consultant may be requested to attend this public hearing to respond to questions (see additional services below).** Consultant shall provide eight paper copies and one electronic copy of the draft amendments at least 14 days in advance of the public hearing.

Exhibit II - Compensation

- A. Fees.** The Client shall compensate DKP for professional services rendered in the performance of this Scope of Services.
- 1. Base Services.** The Town shall pay the Consultant professional fees in the amount of twenty thousand dollars (\$20,000) for completing the base services described in Exhibit I.
 - 2. Additional Services.** The Town shall also pay the Consultant professional fees for additional services authorized by the Town Manager.
 - (a) Certain potential additional services are described in Exhibit I, such as attending workshops or public hearings (other than those listed as CONSULTANT TRIP 1 AND 2) to respond to questions.
 - (b) Other additional services may include preparing and delivering public presentations other than those listed as CONSULTANT TRIP 1 AND 2; making additional trips to Lake Park as requested by the Town Manager; substantial expansion to the scope of services involving urban design or LDR/Comprehensive Plan amendments; preparation and distribution of Comprehensive Plan amendments to state and regional reviewing agencies; preparation of public notice materials for LDR amendments; etc.
 - (c) Additional services that have been authorized by the Town Manager shall be invoiced to the Town of Lake Park at the hourly rates indicated below.
- B. Reimbursable Expenses.** The fees for base services and additional services include out-of-pocket expenses, such as reproduction, travel, hotel accommodations, couriers, and telephone/facsimile.
- C. Changes to the Scope of Work.** Any change to the professional services described in this Agreement shall be authorized in writing unless documented by an appropriate Change Order. A Change Order is a written instrument duly signed by Consultant and Client, in which both parties agree to: (1) Change the Scope of Services; (2) Adjust the total fees, if any; and (3) Change the schedule, as appropriate.
- D. Hourly Rate Schedule.** Where this Agreement provides for Client's payment to Consultant of compensation on an hourly basis, professional fees shall accrue, and compensation shall be paid in accordance with the following hourly rate schedule:

Dover, Kohl & Partners, town planning

Principal/ Sr. Project Director	\$ 185
Project Director	\$ 150
Illustrators	\$ 140
Sr. Town Planner/Urban Designer	\$ 150
Town Planner/Urban Designer	\$ 110
Clerical Staff	\$ 45

*Travel is billed at 50% hourly rate

Spikowski Planning Associates, planning and coding

Principal	\$ 200
-----------	--------

*Travel is billed at 50% hourly rate

- E. Payments.** The Consultant shall submit monthly invoices for the percentage of base services that have been completed and for additional services rendered for the preceding month.
- F. Late Payments.** All invoices are due in full upon receipt. An additional monthly charge of one and one-half (1.5%) percent will be assessed on invoices remaining unpaid for more than thirty (30) days.

TAB 14



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 30, 2019

Agenda Item No. 14

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute an Agreement with Southwide Industries, Inc. for the Provision and Installation of Roadway Pavement Markings and Associated Items.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

Date:

10/14/19

Richard Scherle / Public Works Director

<p>Originating Department: Public Works</p>	<p>Costs: \$120,000.00. This agreement will be partially funded with a State-Funded Grant Agreement with a value of \$29,000 to the Town; with any remainder funded by "one-cent" sales tax revenues).</p> <p>Acct. #301-63100</p> <p><input type="checkbox"/> Finance </p>	<p>List of Exhibits:</p> <ol style="list-style-type: none"> Resolution <u>90-10-19</u> with Agreement Bid Tabulation for ITB 107-2019 Copy of Public Advertisement for ITB 107-2019 Cost Estimate of Planned Thermoplastic Pavement Markings (prices and locations)
<p>Advertised: Date: August 25, 2019 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 or Not applicable in this case _____ Please initial one.</p>

Summary Explanation/Background:

Over the years, the pavement markings on Town-owned streets and roads have deteriorated due to age and wear, and now require replenishment. In order to help the Town fund the needed work, the Town sought grant funding from the Florida Department of Transportation (FDOT). In July, 2019, the Town

was notified that it was being awarded a \$29,000 grant to assist funding the needed improvements.

In order to facilitate the project, the Public Works Department (the "Department") issued an Invitation-to-Bid (ITB) in August of 2019 to procure a qualified thermoplastic roadway striping contractor to provide and install pavement markings and associated items as needed by the Town for a three-year period. Thermoplastic roadway striping is considered to be a more permanent type of pavement marking due to its increased longevity and improved visibility to motorists and pedestrians, and is a preferred method of marking as compared to regular paint made for roads. Thermoplastic is expected to last at least six (6) years (often longer), as compared to roadway paint which is expected to last one to two (1-2) years. Two bids were received on October 7, 2019, with Southwide Industries, Inc. being the lowest responsive and responsible bidder. Southwide Industries, Inc. has successfully performed similar work for Palm Beach County and FDOT, and is qualified and able to perform the work for the Town.

The Department conducted preliminary site surveys of all Town-owned roadways in order to identify those roads that previously had thermoplastic markings installed, but which have faded away due to wear and age. The primary objective of this project is to restore all previously existing roadway markings. Based upon these site surveys, a preliminary cost estimate was developed based upon the unit-costs as bid by Southwide Industries, Inc. (see attached, Exhibit 4). The estimated cost is \$90,504.50. However, the Department is seeking authorization up to \$120,000.00 to account for unforeseen field conditions and to provide flexibility in providing markings in other areas as needed. The difference between the \$90,504.40 cost estimate and the \$120,000.00 being requested can be thought of as contingency funding in the event they are needed. The difference between \$120,000 and the \$29,000 FDOT grant award, or \$91,000.00, is requested to be funded by "one-cent" sales tax revenues. It should also be noted that the FDOT grant award of \$29,000.00 requires a 100% cash match, and so this requested authorization amount of \$120,000 would more than allow the Town to remain compliant with the grant requirements.

While the FDOT grant award allows the Town several years to complete the work, we expect to commence construction as soon as possible. We expect that all the work will be fully completed within FY2019-2020. As work progresses, we will seek reimbursements from FDOT until the grant award is exhausted, and then continue with the project as proposed with the remainder of the funding coming from the Town's "one-cent" sales tax revenue.

Recommended Motion: I move to adopt Resolution no. 90-10-19

EXHIBIT 1

RESOLUTION NO. 90-10-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH SOUTHWIDE INDUSTRIES, INC FOR THE PROVISION AND INSTALLATION OF ROADWAY PAVEMENT MARKINGS AND ASSOCIATED ITEMS, 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 previously determined that there was a need to replace deteriorated roadway pavement markings on Town-owned streets and roads (the “Improvements”); and

WHEREAS, the Town solicited via Invitation-to-Bid (ITB) 107-2019 for responsible and responsive contractors to provide for such Improvements; and

WHEREAS, on October 7, 2019, two bids were received; and

WHEREAS, Southwide Industries, Inc. (the “Contractor”) was the lowest responsive and responsible bid; and

WHEREAS, the Contractor has represented that it is qualified, able, and willing to complete the Improvements; and

WHEREAS, the Town and the Contractor have agreed to a three-year agreement for services to the Town on a unit-cost basis as bid by the Contractor; and

WHEREAS, the Town Manager has recommended to the Town Commission, that it is in the best interest of the Town to execute an agreement with Southwide Industries, Inc. to complete the Improvements.

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 agreement with Southwide Industries, Inc. is hereby approved by the Town Commission of the Town of Lake Park to provide replacement of roadway pavement markings as needed by the Town. The Mayor is hereby authorized and directed to execute the agreement between the Town and Southwide Industries, Inc., which is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect upon execution.

Contract Agreement
AGREEMENT BETWEEN OWNER AND CONTRACTOR
PAVEMENT MARKING IMPROVEMENT PROGRAM
TOWN OF LAKE PARK
TOWN BID NO. 107-2019

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK, 535 Park Avenue, Lake Park, FL ("Owner") and SOUTHWIDE INDUSTRIES, INC., 4357 Okeechobee Boulevard, West Palm Beach, FL 33409. ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Invitation for Bid No. 107-2019.

All terms, conditions, plans, and specifications of Town Bid No. 107-2019, any Addenda, and contractor's accepted bid, dated October 7, 2019 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. All work completed under this contract shall be invoiced on a unit-cost basis at the pricing included in the Contractor's bid response.

IN WITNESS WHEREOF, the parties hereto, have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2019; and Southside Industries, Inc authorized to execute same.

TOWN OF LAKE PARK, through its
Town Commission

Attest:

By: _____
Michael O'Rourke, Mayor
_____ day of _____, 2019

Vivian Mendez, Town Clerk

Approved as to form and legality
for the use of and reliance by the
Town of Lake Park only:

By: _____
Thomas Baird, Town Attorney
_____ day of _____, 2019

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:
Southwide Industries, Inc.
4357 Okeechobee Blvd., Ste C4
West Palm Beach, FL 33409

[Signature]

Signature

Adam Holmes, Vice President
Name, Title

10th day of October, 2019

(CORPORATE SEAL)

The Corporate Seal is not at this location,
as this office is not the Corporate Office



STATE OF FLORIDA)

COUNTY OF Palm Beach)

Sworn to and subscribed before me this 10th day of October, 2019 by

Adam Holmes who (check one) is personally known to me or

has produced _____ as identification.



Jennifer Gingras
Notary Public, State of Florida

Jennifer Gingras
Print or Type Name of Notary Public

My commission expires:

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2019

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 have ADDITIONAL INSURED provisions or 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
Frank H. Furman, Inc.
1314 East Atlantic Blvd.
P. O. Box 1927
Pompano Beach

CONTACT NAME: Wanda Torres
PHONE (A/C, No, Ext): (954) 943-5050
E-MAIL ADDRESS: wanda@furmaninsurance.com
FAX (A/C, No): (954) 942-6310

INSURED
Southwide Industries, Inc.
4357 Okeechobee Blvd.
Suite C4
West Palm Beach
FL 33061

INSURER(S) AFFORDING COVERAGE
INSURER A: Everest National Insurance Company
INSURER B: Endurance American Specialty Insurance Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #
10120

COVERAGES

CERTIFICATE NUMBER: 19/20

REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$5MIL CAP		Y	CF3GL00025-191	08/18/2019	08/18/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CF3CA00031-191	08/18/2019	08/18/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Physical Damage \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			ELD30001220700	08/18/2019	08/18/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Excess over GL only \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: BID #107-2019 (Pavement Marking Improvement Program). Town of Lake Park is included as additional insured regarding General Liability as required by written contract.

CERTIFICATE HOLDER

Town of Lake Park
535 Park Ave.
Lake Park

FL 33403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2019

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies for CoAdvantage 444 West 47th Street #900 Kansas City, MO 64112	CONTACT NAME: PHONE (A/C, No, Ext): (866) 854-5423 E-MAIL: coi@coadvantage.com ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED CoAdvantage Corporation Alt. Emp: Southwide Industries, Inc 3350 Buschwood Park Drive #200 Tampa, FL 33618	INSURER A: American Zurich Insurance Company	NAIC # 40142
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19FL090907472 **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 56-11-942-05	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	04/01/2019	04/01/2020	Client# 19755-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage is provided for only those co-employees of, but not subcontractors to:
 Southwide Industries, Inc
 4357 Okeechobee Blvd. Ste C-6
 West Palm Beach, FL 33409
 RE: BID #107-2019 (Pavement Marking Improvement Program)

CERTIFICATE HOLDER

CANCELLATION

Town of Lake Park
535 Park Ave.
Lake Park, FL 33403

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

EXHIBIT 2

**SCHEDULE OF BID ITEMS – Town of Lake Park Pavement Marking Improvement Program
 BID No. 107-2019**

				(LOW BIDDER)	
				Roger Management & Consulting of FL, LLC	Southwide Industries, Inc.
No.	STRIPING / SIGNAGE	EST. QTY	UNIT	UNIT PRICE	UNIT PRICE
1	MAINTENANCE OF TRAFFIC PER MOBILIZATION	1	LS	\$ 1,500.00	\$ 500.00
2	DELINEATORS	50	EA	\$ 160.00	\$ 55.00
3	RETRO REFELCTIVE PAVEMENT MARKERS (RPM'S AMBERS) (YELLOW , RED AND WHITE, BLUE)	OVER 1000	EA	\$ 4.00	\$ 4.75
4	REMOVAL OF EX. STRIPING (GRIND OR WATERBLAST)	OVER 500	LF	\$ 2.00	\$ 2.50
5	4" SINGLE YELLOW THERMO	OVER 500	LF	\$ 1.00	\$ 0.40
6	4" SINGLE WHITE THERMO	OVER 1000	LF	\$ 1.00	\$ 0.40
7	4" DOUBLE YELLOW THERMO	OVER 1000	LF	\$ 2.00	\$ 0.80
8	6" DOUBLE YELLOW THERMO	OVER 1000	LF	\$ 1.30	\$ 1.70
9	6" SINGLE YELLOW THERMO	OVER 500	LF	\$ 1.30	\$ 0.85
10	6" SINGLE WHITE THERMO	OVER 500	LF	\$ 1.30	\$ 0.85
11	12" SINGLE WHITE THERMO	OVER 1000	LF	\$ 3.30	\$ 2.25
12	18" SINGLE WHITE THERMO	OVER 1000	LF	\$ 3.60	\$ 2.50
13	24" STOP BAR WHITE THERMO	OVER 1000	LF	\$ 5.00	\$ 4.25
14	ASPHALT SPEED HUMP STRIPING THERMO	OVER 10	EA	\$ 300.00	\$ 375.00
15	HANDICAP PARKING BLUE STRIPING THERMO	OVER 500	LF	\$ 4.00	\$ 150.00
16	DIRECTIONAL ARROWS STRIPING WHITE THERMO	OVER 50	EA	\$ 150.00	\$ 85.00
17	STRIPING MESSAGES WHITE THERMO (SCHOOL, ONLY...ETC)	OVER 50	EA	\$ 300.00	\$ 110.00
18	SINGLE SIGN POST ASSEMBLY, F&I, LESS THAN 12 SF	OVER 100	AS	\$ 750.00	\$ 325.00
19	STANDARD STREET SIGN BLADE W/POST ASSEMBLY	OVER 100	AS	\$ 460.00	\$ 410.00
20	HISTORIC DISTRICT STREET SIGN BLADE W/POST ASSEMBLY	50	AS	\$ 660.00	\$ 525.00
21	BIKE LANE GREEN START STRIPING THERMO	OVER 50	EA	\$ 400.00	\$ 1,200.00
22	BIKE LANE SYMBOL STRIPING WHITE THERMO	OVER 50	EA	\$ 400.00	\$ 175.00
23	HANDICAP PARKING STALL COMPLETE W/SIGN (PAINT)	25	EA	\$ 900.00	\$ 475.00
24	REMOVE / RELOCATE EXISTING SIGN W/ POST	OVER 50	EA	\$ 300.00	\$ 125.00
25	SINGLE SIDED WHEEL STOPS	OVER 50	EA	\$ 100.00	\$ 31.00
26	DOUBLE SIDED WHEEL STOPS	OVER 50	EA	\$ 100.00	\$ 65.00
27	RAISED RUMBLE STRIPS	OVER 50	EA	\$ 500.00	\$ 550.00
TOTAL:				\$ 7,009.80	\$ 5,177.25

Prepared by: 
 Michel Abdelmessih

10/08/2019

EXHIBIT 3



**TOWN OF LAKE PARK
INVITATION TO BID (ITB) Number 107-2019
Pavement Marking Improvement Program**

NOTICE IS HEREBY GIVEN that the Town of Lake Park is seeking Bids from qualified firms who can provide striping and pavement marking improvements, as fully detailed within the solicitation document and associated project manual. The winning Bidder is expected to provide service for a period of (3) years. Work shall generally be applying paint, thermoplastic striping, removing old and installing new reflective pavement markers to Town maintained roads in order to maintain the existing longitudinal striping. The work will be completed in several phases: The roads to be striped for program will be determined by the town. The work site is the Town of Lake Park, Florida. A Bid bond equal to 5% of the base bid must be included, and can be a certified check or cashier's check as more fully described in the ITB. Bidders must be able to demonstrate as least three (3) years of successful completion of projects of similar size and scope in the South Florida region.

Invitation to Bid documents are available beginning August 25, 2019 between 8:30 AM and 5:00 PM local time by contacting the Town Clerk's Office at 561.881.3311, for a no fee bid set. All documents will be emailed to requesters. Bids shall be submitted hardcopy, in triplicate, on the forms provided.

Sealed responses must be clearly marked "ITB No.107-2019," with the bidder's name and address listed, and be delivered to the Office of the Town Clerk at 535 Park Avenue, Lake Park, Florida, 33403. The deadline for submission of Bids is **Monday, September 23, 2019 at 10:30 a.m.** local time. At that time, the Bids will be publicly opened and read aloud in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, Florida, 33403.

Late Bids or Bids delivered to any other office other than the Town Clerk will not be accepted and will be returned to the sender unopened. Receipt of a Proposal by any Town office, receptionist, or personnel, other than the Office of the Town Clerk shall not constitute "submittal" as required by this solicitation. The Town Clerk's time stamp shall be conclusive as to the timeliness of each submittal.

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the solicitation package, and to become familiar with the project manual, all of which will become part of any contract resulting from this solicitation. Any questions regarding the completeness or substance of the solicitation package or scope of services must be submitted in writing via email to townclerk@lakeparkflorida.gov. no later than Monday, September 16, 2019 by 5:00 PM.

The Town of Lake Park is exempt from Federal and State Taxes for tangible personal property tax.

The Town of Lake Park reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the resultant contract on such coverage and terms it deems will best serve the interests of the Town. All proposed prices shall be guaranteed firm for 90 calendar days from Monday, September 23, 2019.

Any Bidder who withdraws his or her Bid within 90 calendar days after Monday, September 23, 2019 shall forfeit its Bid bond.

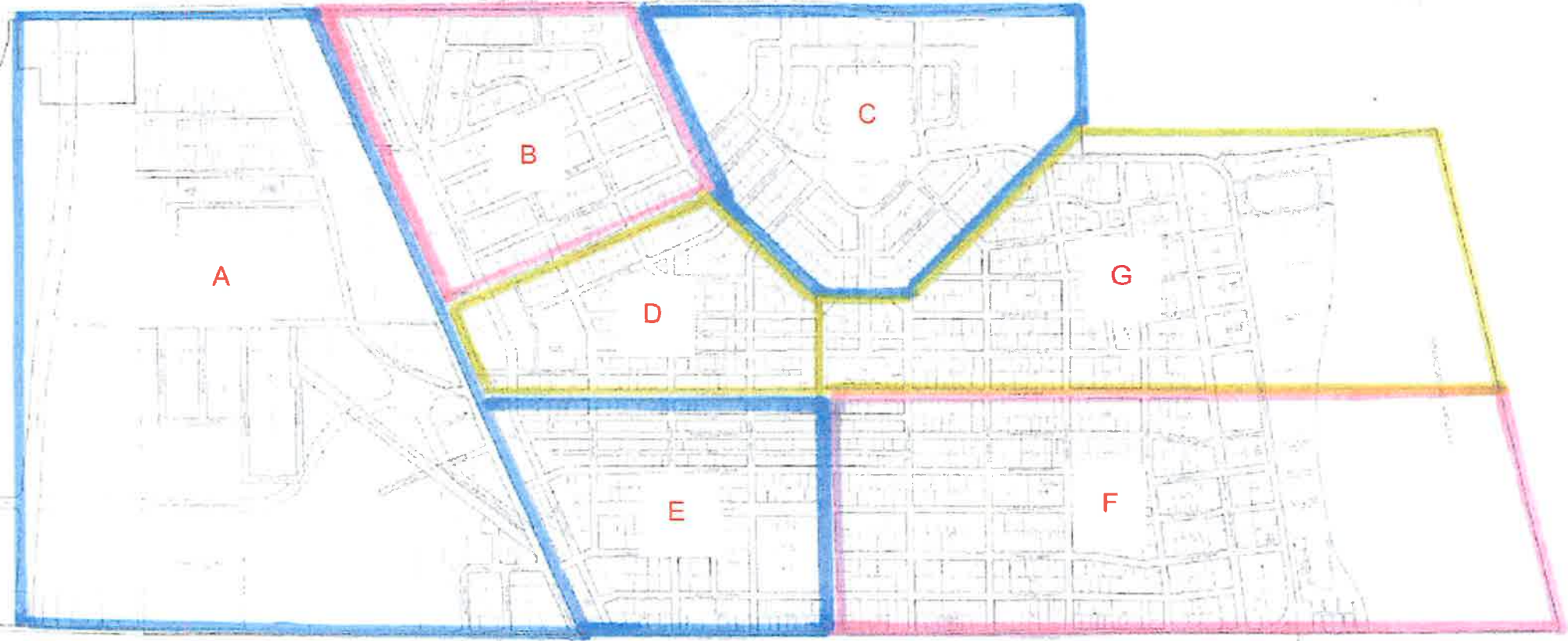
A Bid bond is required to be submitted with your Bid in an amount equal to five percent (5%) of the proposed project cost. The Town accepts, as fulfillment of this requirement, a certified check, or a cashier's check made out to the TOWN OF LAKE PARK. In addition, if a contract is awarded, the winning firm may be required to submit performance and payment bonds, as further described in the ITB documents.

All Bidders are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes. All Bidders are further advised that the Town will not supply or sell materials to Bidders in connection with submission or preparation of Bids, or any other matter, including but not limited to envelopes, labels, or tape.

Vivian Mendez, MMC
Town Clerk
TOWN OF LAKE PARK, FLORIDA
Published on: August 25, 2019, Palm Beach Post

EXHIBIT 4

The Town of
LAKE PARK
STREET MAP



Zone A-G	RPMs	4" S White	4" S Yellow	4" D Yellow	6" D Yellow	6" S Yellow	6" S White	12" S White	18" S White	24" Stop Bar	Handicap Parking Blue	Directional Arrows	Messages
Average Cost/Item	\$ 4.75	\$ 0.40	\$ 0.40	\$ 0.80	\$ 1.70	\$ 0.85	\$ 0.85	\$ 2.25	\$ 2.50	\$ 4.25	\$ 150.00	\$ 85.00	\$ 110.00
Zone B Total	267	0	0	0	4150	2225	0	0	0	41	0	3	0
Zone B Total Cost	\$ 1,268.25	\$ -	\$ -	\$ -	\$ 7,055.00	\$ 1,891.25	\$ -	\$ -	\$ -	\$ 174.25	\$ -	\$ 255.00	\$ -
Zone C Total	260	0	0	0	4680	0	0	0	0	44	0	0	1
Zone C Total Cost	\$ 1,235.00	\$ -	\$ -	\$ -	\$ 7,956.00	\$ -	\$ -	\$ -	\$ -	\$ 187.00	\$ -	\$ -	\$ 110.00
Zone D Total	479	0	0	0	6120	0	0	0	0	33	0	0	0
Zone D Total Cost	\$ 2,275.25	\$ -	\$ -	\$ -	\$ 10,404.00	\$ -	\$ -	\$ -	\$ -	\$ 140.25	\$ -	\$ -	\$ -
Zone E Total	392	0	0	0	7745	0	0	0	0	54	0	0	0
Zone E Total Cost	\$ 1,862.00	\$ -	\$ -	\$ -	\$ 13,166.50	\$ -	\$ -	\$ -	\$ -	\$ 229.50	\$ -	\$ -	\$ -
Zone F Total	655	0	0	0	12395	0	0	0	0	61	0	0	17
Zone F Total Cost	\$ 3,111.25	\$ -	\$ -	\$ -	\$ 21,071.50	\$ -	\$ -	\$ -	\$ -	\$ 259.25	\$ -	\$ -	\$ 1,870.00
Zone G Total	412	0	0	0	7740	0	0	0	0	49	0	0	6
Zone G Total Cost	\$ 1,957.00	\$ -	\$ -	\$ -	\$ 13,158.00	\$ -	\$ -	\$ -	\$ -	\$ 208.25	\$ -	\$ -	\$ 660.00

Total Cost of Zones
\$ 90,504.50

\$ 10,643.75

\$ 9,488.00

\$ 12,819.50

\$ 15,258.00

\$ 26,312.00

\$ 15,983.25

TAB 15



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 30, 2019

Agenda Item No. 15

Agenda Title: Discussion and Vote by the Commission Directing the Planning and Zoning Board to Make a Recommendation of Approval or Denial to the Commission on the Mixed Use District and Federal Highway Mixed Use District Overlay Text Amendments.

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

Approved by Town Manager  Date: 10/14/19

John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	Attachments:
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties with interest in this agenda item are be notified of meeting date and time. The following box must be filled out to be on the agenda.	Yes I have notified everyone or Not applicable in this case <u>JOD</u> Please initial one.

Summary Explanation/Background: At the October 7, 2019 meeting, the Planning & Zoning Board considered text amendments related to the US-1 corridor Mixed-Use (MU) District and the Federal Highway Mixed Use District Overlay (FHMUDO) for a *second* time. Their first meeting on the subject was held on August 5, 2019 and several comments and questions were expressed from the Members at this initial meeting, which Staff addressed and brought back to the Board on October 7. Staff also met with the Board Members one-on-one prior to the October 7 meeting to discuss the text amendments, any concerns they may have had and the upcoming mixed-use development project adjacent to the Marina in order to give each Board Member a broader view of what was currently in the pipeline. In addition, Staff reviewed the MU and FHMUDO land development

regulations with each Member to the extent of reminding them of the process we went through and how the original intent for the entire corridor, through the "Vision Lake Park" process, was to introduce mixed-use redevelopment options on the east and west sides of the US-1 corridor. We emphasized to each Board Member that a developer who is proposing an almost (100%) code-compliant project with a mixed-use concept that incorporates the necessary open space, pedestrian and streetscape elements that the Code requires, ultimately meets the original and adopted intent of the Vision Lake Park. In addition, it was explained that an individuals' 'ground level' experience would not be altered by a modification to overall building height in certain areas. The intent of the corridor has always been to introduce more intense mixed-use development, particularly in the Sub-CORE areas. The more immediate reality is that from an economic development perspective, we need to introduce the best possible development that is successful in the long run and if granting some additional height is needed, this is minimal in comparison to the overall "vision" that will ultimately be achieved and that is, in reality, desired not only by Staff and any particular developer, but by those in the surrounding areas as well since they see the value in introducing this type of development in the Town. Last, but certainly not least, it was further explained that text amendments are oftentimes typical to the implementation process of newly adopted land development regulations, which has led to the height and setback related text amendments that are being proposed.

The above, and much more, was presented to the Planning & Zoning Board at their October 7 meeting however, for a second time, the Board approved a motion (at a vote of 3-1) to postpone the agenda item again until such time as a 'town hall meeting' or 'workshop' is pursued with 'Lake Park' and 'Riviera Beach' residents notified. Board Member Joseph Rice made this motion. This troubled the Town Attorney since he had just previously advised Board Member Rice that while he could not legally tell him not to motion to postpone or continue the item, he reminded Board Member Rice that this was the second time the item was being presented to the Board and that Staff is requesting that action be taken, whether it is in favor or not and that if action is not taken, that there needs to be a clear and valid reason. When the Town Attorney tried to question the motion from Board Member Rice from this perspective, he was quickly shut down from Board Member Rice. Ultimately, the motion to postpone (again) was the final motion of the Board.

The purpose of this agenda item is to have a discussion by the Town Commission in order to decide if it wants to reopen a new 'town hall meeting' or 'workshop' process for text amendments that are sometimes needed for various sections of the Town Code (since this is a policy decision for the Town Commission to make), or whether the Town Commission would like the opportunity to consider the text amendments as an official (future) agenda item and direct the Board to reconsider the text amendments a third time and further direct the Board to make an actual recommendation of approval or denial, or approval with conditions, to the Town Commission. All required public notifications have been and will continue to be mailed and advertised as needed.

While there are numerous benefits to the text amendments and the ultimate implementation of a mixed-use development project, including one related to public parking being built for public use, this is a discussion item requesting direction therefore, the actual details of the text amendments will be presented at a future meeting. Direction is needed from the Town Commission in an effort to hopefully not delay the process any further.

Recommended Motion: Move to direct the Planning and Zoning Board to make reach a recommendation of approval or denial, or approval with conditions, on the text amendment at their November 4, 2019 meeting.

TAB 16



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **October 30, 2019**

Agenda Item No. **16**

Agenda Title: Discussion on Town Communication before and after storms

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

Approved by Town Manager *John O. D'Agostino* Date: 9-20-19
John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • Memo from Assistant Town Manager Bambi Turner Communications before and after Hurrican Dorian • Attachments
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties with interest in this agenda item are be notified of meeting date and time. The following box must be filled out to be on the agenda.	Yes I have notified everyone OR Not applicable in this case <u>JOD</u> Please initial one.

Summary Explanation/Background: Commissioner Liden had requested under future agenda items placement of a discussion with the Town Commission on Communications Before and After Storms. The attached information prepared by Assistant Town Manager and Human Resource Director Bambi Turner describes the efforts the town uses when storms are approaching. Also, the staff communicates critical information after the storm to residents.

Recommended Motion: No Motion is necessary unless the Commission desires to changes how staff currently handles such communications.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **October 30, 2019**

Agenda Item No.

Agenda Title: Discussion on Town Communication before and after storms

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

Approved by Town Manager _____ **Date:** _____

John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: General Fund Acct. # [] Finance _____	Attachments: <ul style="list-style-type: none"> • Memo from Assistant Town Manager Bambi Turner Communications before and after Hurrican Dorian • Attachments
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties with interest in this agenda item are be notified of meeting date and time. The following box must be filled out to be on the agenda.	Yes I have notified everyone OR Not applicable in this case <u>JOD</u> Please initial one.

Summary Explanation/Background: Commissioner Liden had requested under future agenda items placement of a discussion with the Town Commission on Communications Before and After Storms. The attached information prepared by Assistant Town Manager and Human Resource Director Bambi Turner describes the efforts the town uses when storms are approaching. Also, staff communicates critical information after the storm to residents.

Recommended Motion: No Motion is necessary unless the Commission desires to changes to how staff currently handles such communications.

MEMO

To: John D'Agostino
Town Manager

From: Bambi McKibben-Turner
Assistant Town Manager/Human Resources Director

Subject: Communications Before and After Hurricane Dorian

Date: September 17, 2019

I am providing this information to you as I believe it may be helpful as you develop your agenda item for the October 30, 2019 Special Call Commission meeting regarding Town communication before and after Hurricane Dorian.

General Overview:

To preface this information, I checked with Elliot Cohen of My PR Guru LLC, who as you know publishes our online monthly newsletter and who published three Storm Updates pertaining to Hurricane Dorian, to determine what his email database consists of for receipt of our newsletter and the Storm Updates. Mr. Cohen reported that his database consists of 1,957 email addresses. Of the three Storm Updates, the open rate was 23 percent for the first Storm Update, 19 percent for the second Storm Update, and 21 percent for the third and final storm update.

I asked Mr. Cohen if the email addresses for the Mayor and Commission members are part of that data base, and he replied that they are. Attached are the reports that Mr. Cohen provided for each individual showing when the Storm Updates were sent and opened.

Copies of all three Storm Updates are attached.

Before Hurricane Dorian:

The first information pertaining to the 2019 hurricane season was prepared by staff and sent out in the June 1, 2019 newsletter (a copy of which is attached) by Mr. Cohen which contained a link to the Federal Emergency Management Agency (FEMA) website at www.ready.gov as the source of information on how to make a family plan to discuss (1) how to receive emergency alerts and warnings, (2) a shelter plan (if needed), (3) evacuation routes (if needed), and (4) a family/household communication plan. Such information also stated that prior to a storm threatening our area, the Town of Lake Park will publish on its official website the 2019 Supplement to the Town of Lake Park Emergency Management Plan 2019 which contains information such as the emergency shopping list, gas stations powered by generators, risk

shelters with evaluation zones, etc. This 2019 Supplement to the Town of Lake Park Emergency Management Plan 2019 was published at the Town's website as indicated.

On August 28, 2019, the first Storm Update (a copy of which is attached) was sent out by Mr. Cohen at staff's request which contained information regarding then-Tropical Storm Dorian, the link to the Supplement to the Town of Lake Park Emergency Management Plan 2019 at the Town's official website, and stating that in the event the storm is forecast to approach the Lake Park area, updates would be sent out on debris collection and other important information.

On August 29, 2019, a second Storm Update (a copy of which is attached) was sent out by Mr. Cohen at staff's request which announced that the Town of Lake Park had declared a state of emergency in follow-up to the Governor's declaration of a state of emergency for the State of Florida. The Town's declaration of a state of emergency was prominently published on the homepage of the Town's official website. This Storm Update contained information about putting out debris, yard waste, recycling or trash for collection before the storm; stated that Town offices would be closed on Friday, August 30, 2019 and would remain closed until the Governor lifted the state of emergency for the State of Florida, etc.; and, again providing the link to the Supplement to the Town of Lake Park Emergency Management Plan 2019 at our website.

The Town's Public Information Officer also sent out a press release to the Town's media list on August 29, 2019 announcing the Town's declaration of a state of emergency, a copy of which is also attached along with the actual declaration of a state of emergency.

After Hurricane Dorian:

Town offices were closed until September 4, 2019 pursuant to the Town's declaration of a state of emergency and on September 4, 2019 when staff returned to work, the third and final Storm Update (a copy of which is attached) was sent out by Mr. Cohen at staff's request which announced that because Hurricane Dorian no longer presented a clear and present danger to persons or property of the Town of Lake Park, the Mayor had lifted the emergency declaration for the Town. This update further announced that the regular Commission meeting and the CRA board meeting scheduled for that evening would take place, and that that the First Public Hearing on the Budget would take place on September 5, 2019 as originally scheduled.

This third and final Storm Update also stated that the Town is running all commercial and multi-family dumpster routes on that date (September 4, 2019), and that everyone that should have had their sanitation picked up either Monday or Tuesday would be picked up that day; residential recycling is running that day as normally scheduled; and that on Thursday, September 5, 2019, the Town would be running residential grey can service along with residential bulk trash service. This Storm Update concluded by stating that the Town expected to be back on to the normal scheduled by the next day.

The Town's Public Information Officer sent out another press release to the Town's media list on September 4, 2019, this one announcing that the Town's state of emergency had been lifted and setting forth the information provided in the third Storm Update as referenced above. A copy of this press release is attached along with the statement signed by the Mayor announcing that the Town's state of emergency had been lifted effective at 10:00 a.m. on September 4, 2019.

Attachments

Bambi Turner

From: Elliot Cohen <elliott@myprguru.com>
Sent: Thursday, September 12, 2019 10:39 PM
To: Bambi Turner
Subject: Re: Question

CAUTION: This email originated from outside of the Town of Lake Park. Do not click links or open attachments unless you recognize the sender and know the content is safe!

The database is 1,957 email addresses. We sent out three updates. The open rate was 23%, 19%, and 21% respectively.

ec

Elliot Cohen,
My PR Guru, LLC
My Gov Guru

561.676.4949
MyPRguru.com
MyGovGuru.com

On Thu, Sep 12, 2019 at 12:56 PM Bambi Turner <bturner@lakeparkflorida.gov> wrote:

Good afternoon. Can you provide me with a count of the number of email addresses you have on your list for receipt of our monthly Town newsletter, to which our storm updates were also sent. Also, with regard to the storm updates that we sent out, can you tell me how many of those emails were actually opened by the recipients?

Thanks ☺

Bambi McKibbon-Turner, M.S., HRM

Assistant Town Manager/Human Resources Director

Town of Lake Park

535 Park Avenue

Lake Park, Florida 33403

Please Note: Florida has a very broad public records law. Written communications 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 released in response to a public records request, do not send electronic mail to this entity, instead contact this office by telephone. Section 688.6076 F.S.

Bambi Turner

From: Elliot Cohen <elliott@myprguru.com>
Sent: Friday, September 13, 2019 9:13 AM
To: Bambi Turner
Subject: Re: Question

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the Town of Lake Park. Do not click links or open attachments unless you recognize the sender and know the content is safe!

- Here is the report from the mayor's email address:
- Sent STORM UPDATE 39/4/2019 11:28am
- Sent STORM UPDATE 28/29/2019 3:33pm
- Sent STORM UPDATE 18/28/2019 12:10pm
- Sent Resend - Volume 2 Issue 7 Thu Aug 01 11:40:52 EDT 20198/5/2019 11:41am
- Sent Volume 2 Issue 78/1/2019 11:41am
- Opened Resend - Volume 2 Issue 6 Thu Jun 27 21:07:09 EDT 20197/8/2019 3:45pm
- Sent Resend - Volume 2 Issue 6 Thu Jun 27 21:07:09 EDT 20197/4/2019 8:01am
- Sent Volume 2 Issue 67/1/2019 8:02am
- Opened Volume 2 Issue 56/3/2019 11:50am
- Sent Volume 2 Issue 56/1/2019 8:00am
- Sent Resend - Volume 2 Issue 4 Sun Apr 28 10:13:50 EDT 20195/5/2019 8:15am
- Sent Volume 2 Issue 45/1/2019 8:15am
- Email bounced as Other for Volume 2 Issue 34/1/2019 2:38pm
- Sent Volume 2 Issue 34/1/2019 2:38pm
- Sent Resend - Volume 2 Issue 2 Wed Feb 27 16:53:03 EST 20193/4/2019 8:01am
- Sent Volume 2 Issue 23/1/2019 8:00am
- Opened Lake Park Insider - Vol 2, Issue 11/29/2019 10:11pm
- Sent Lake Park Insider - Vol 2, Issue 11/28/2019 6:19pm
- Opened Lake Park Insider - Vol 1, Issue 812/26/2018 11:53pm
- Opened Resend - Lake Park Insider - Vol 1, Issue 8 Sun Dec 23 15:31:38 EST 201812/26/2018 11:49pm
- Sent Resend - Lake Park Insider - Vol 1, Issue 8 Sun Dec 23 15:31:38 EST 201812/26/2018 3:31pm
- Sent Lake Park Insider - Vol 1, Issue 812/23/2018 3:31pm
- Email bounced as Other for Lake Park Insider - Vol 1, Issue 712/4/2018 12:58pm
- Sent Lake Park Insider - Vol 1, Issue 712/4/2018 12:58pm
- Sent Lake Park Insider - Vol 1, Issue 610/1/2018 10:09am
- Sent Lake Park Insider - September 20189/14/2018 9:44am
- Sent Lake Park Insider - August 20188/10/2018 8:06pm
- Opened Lake Park Insider Newsletter - July 20187/18/2018 10:00am
- Sent Lake Park Insider Newsletter - July 20187/13/2018 4:59pm
- Opened Lake Park Newsletter June 20186/18/2018 10:10am
- Clicked Resend - Lake Park Newsletter June 2018 Mon Jun 04 10:43:48 EDT 20186/14/2018 7:35am
- Opened Resend - Lake Park Newsletter June 2018 Mon Jun 04 10:43:48 EDT 20186/14/2018 7:35am

Bambi Turner

From: Elliot Cohen <elliot@myprguru.com>
Sent: Friday, September 13, 2019 9:14 AM
To: Bambi Turner
Subject: Re: Question

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the Town of Lake Park. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Here is the report on the vice mayor's address:

- Opened STORM UPDATE 39/4/2019 6:31pm
- Sent STORM UPDATE 39/4/2019 11:28am
- Opened STORM UPDATE 28/29/2019 8:00pm
- Sent STORM UPDATE 28/29/2019 3:33pm
- Opened STORM UPDATE 18/28/2019 6:10pm
- Opened STORM UPDATE 18/28/2019 6:05pm
- Sent STORM UPDATE 18/28/2019 12:10pm
- Opened Volume 2 Issue 78/2/2019 5:24am
- Opened Volume 2 Issue 78/1/2019 6:30pm
- Sent Volume 2 Issue 78/1/2019 11:41am
- Opened Volume 2 Issue 67/2/2019 5:58am
- Sent Volume 2 Issue 67/1/2019 8:02am
- Email bounced as Other for Volume 2 Issue 56/1/2019 8:00am
- Sent Volume 2 Issue 56/1/2019 8:00am
- Opened Volume 2 Issue 45/1/2019 9:09pm
- Sent Volume 2 Issue 45/1/2019 8:15am
- Opened Volume 2 Issue 34/1/2019 8:17pm
- Opened Volume 2 Issue 34/1/2019 8:14pm
- Sent Volume 2 Issue 34/1/2019 2:38pm
- Opened Volume 2 Issue 23/3/2019 6:43pm
- Clicked Volume 2 Issue 23/3/2019 6:42pm
- Opened Volume 2 Issue 23/3/2019 6:42pm
- Clicked Volume 2 Issue 23/3/2019 6:38pm
- Opened Volume 2 Issue 23/3/2019 6:38pm
- Sent Volume 2 Issue 23/1/2019 8:00am
- Opened Lake Park Insider - Vol 2, Issue 12/4/2019 5:36am
- Opened Lake Park Insider - Vol 2, Issue 11/29/2019 6:25pm
- Clicked Lake Park Insider - Vol 2, Issue 11/29/2019 6:44am
- Opened Lake Park Insider - Vol 2, Issue 11/29/2019 6:44am
- Opened Lake Park Insider - Vol 2, Issue 11/29/2019 5:57am
- Sent Lake Park Insider - Vol 2, Issue 11/28/2019 6:19pm

Bambi Turner

From: Elliot Cohen <elliott@myprguru.com>
Sent: Friday, September 13, 2019 9:15 AM
To: Bambi Turner
Subject: Re: Question

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the Town of Lake Park. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Here is the report on Commissioner Michaud

- Opened STORM UPDATE 29/4/2019 10:15pm
- Opened STORM UPDATE 29/4/2019 10:13pm
- Opened STORM UPDATE 39/4/2019 10:00pm
- Opened STORM UPDATE 39/4/2019 6:56pm
- Sent STORM UPDATE 39/4/2019 11:28am
- Opened STORM UPDATE 18/30/2019 10:43am
- Opened STORM UPDATE 28/30/2019 10:41am
- Sent STORM UPDATE 28/29/2019 3:33pm
- Sent STORM UPDATE 18/28/2019 12:10pm
- Opened Volume 2 Issue 78/5/2019 9:51am
- Clicked Volume 2 Issue 78/5/2019 9:45am
- Opened Volume 2 Issue 78/5/2019 9:45am
- Opened Volume 2 Issue 78/5/2019 9:44am
- Sent Volume 2 Issue 78/1/2019 11:41am
- Opened Resend - Volume 2 Issue 6 Thu Jun 27 21:07:09 EDT 20197/10/2019 11:18am
- Opened Resend - Volume 2 Issue 6 Thu Jun 27 21:07:09 EDT 20197/10/2019 11:08am
- Opened Resend - Volume 2 Issue 6 Thu Jun 27 21:07:09 EDT 20197/8/2019 10:45am
- Opened Resend - Volume 2 Issue 6 Thu Jun 27 21:07:09 EDT 20197/8/2019 10:44am
- Opened Resend - Volume 2 Issue 6 Thu Jun 27 21:07:09 EDT 20197/5/2019 1:56am
- Opened Resend - Volume 2 Issue 6 Thu Jun 27 21:07:09 EDT 20197/5/2019 1:55am
- Opened Volume 2 Issue 67/5/2019 1:43am
- Opened Volume 2 Issue 67/5/2019 1:18am
- Clicked Resend - Volume 2 Issue 6 Thu Jun 27 21:07:09 EDT 20197/5/2019 1:13am
- Opened Resend - Volume 2 Issue 6 Thu Jun 27 21:07:09 EDT 20197/5/2019 1:13am
- Sent Resend - Volume 2 Issue 6 Thu Jun 27 21:07:09 EDT 20197/4/2019 8:01am
- Sent Volume 2 Issue 67/1/2019 8:02am
- Sent Resend - Volume 2 Issue 5 Fri May 31 09:24:41 EDT 20196/4/2019 8:02am
- Sent Volume 2 Issue 56/1/2019 8:00am
- Opened Resend - Volume 2 Issue 4 Sun Apr 28 10:13:50 EDT 20195/11/2019 11:43am
- Opened Resend - Volume 2 Issue 4 Sun Apr 28 10:13:50 EDT 20195/11/2019 11:37am
- Opened Resend - Volume 2 Issue 4 Sun Apr 28 10:13:50 EDT 20195/11/2019 11:36am

Bambi Turner

From: Elliot Cohen <elliott@myprguru.com>
Sent: Friday, September 13, 2019 9:16 AM
To: Bambi Turner
Subject: Re: Question

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the Town of Lake Park. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Here is the report on Commissioner Flaherty

- Opened STORM UPDATE 39/4/2019 6:52pm
- Sent STORM UPDATE 39/4/2019 11:27am
- Sent STORM UPDATE 28/29/2019 3:33pm
- Sent STORM UPDATE 18/28/2019 12:09pm
- Opened Volume 2 Issue 78/7/2019 8:25pm
- Sent Resend - Volume 2 Issue 7 Thu Aug 01 11:40:52 EDT 20198/5/2019 11:41am
- Sent Volume 2 Issue 78/1/2019 11:41am
- Sent Resend - Volume 2 Issue 6 Thu Jun 27 21:07:09 EDT 20197/4/2019 8:01am
- Sent Volume 2 Issue 67/1/2019 8:02am
- Opened Resend - Volume 2 Issue 5 Fri May 31 09:24:41 EDT 20196/6/2019 9:39pm
- Sent Resend - Volume 2 Issue 5 Fri May 31 09:24:41 EDT 20196/4/2019 8:02am
- Sent Volume 2 Issue 56/1/2019 8:00am
- Sent Resend - Volume 2 Issue 4 Sun Apr 28 10:13:50 EDT 20195/5/2019 8:15am
- Sent Volume 2 Issue 45/1/2019 8:15am
- Sent Resend - Volume 2 Issue 3 Mon Apr 01 14:38:34 EDT 20194/4/2019 2:38pm
- Sent Volume 2 Issue 34/1/2019 2:38pm
- Sent Resend - Volume 2 Issue 2 Wed Feb 27 16:53:03 EST 20193/4/2019 8:01am
- Sent Volume 2 Issue 23/1/2019 8:00am
- Sent Resend - Lake Park Insider - Vol 2, Issue 1 Mon Jan 28 18:19:42 EST 20191/31/2019 6:20pm
- Sent Lake Park Insider - Vol 2, Issue 11/28/2019 6:20pm
- Sent Resend - Lake Park Insider - Vol 1, Issue 8 Sun Dec 23 15:31:38 EST 201812/26/2018 3:31pm
- Sent Lake Park Insider - Vol 1, Issue 812/23/2018 3:31pm
- Email bounced as Other for Lake Park Insider - Vol 1, Issue 712/4/2018 12:58pm
- Sent Lake Park Insider - Vol 1, Issue 712/4/2018 12:58pm
- Sent Lake Park Insider - Vol 1, Issue 610/1/2018 10:09am
- Sent Lake Park Insider - September 20189/14/2018 9:44am
- Opened Lake Park Insider - August 20188/14/2018 5:58pm
- Sent Lake Park Insider - August 20188/10/2018 8:04pm
- Sent Lake Park Insider Newsletter - July 20187/13/2018 4:59pm
- Sent Resend - Lake Park Newsletter June 2018 Mon Jun 04 10:43:48 EDT 20186/8/2018 5:58pm
- Sent Lake Park Newsletter June 20186/4/2018 10:44am

Bambi Turner

From: Elliot Cohen <elliott@myprguru.com>
Sent: Friday, September 13, 2019 9:18 AM
To: Bambi Turner
Subject: Re: Question

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the Town of Lake Park. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Here is the report on Commissioner Linden

- Opened **STORM UPDATE 39/4/2019 6:05pm**
- Opened **STORM UPDATE 39/4/2019 11:55am**
- Sent **STORM UPDATE 39/4/2019 11:28am**
- Opened **STORM UPDATE 28/30/2019 2:01pm**
- Sent **STORM UPDATE 28/29/2019 3:33pm**
- Opened **STORM UPDATE 18/28/2019 12:22pm**
- Sent **STORM UPDATE 18/28/2019 12:10pm**
- Opened **Volume 2 Issue 78/5/2019 11:05am**
- Opened **Volume 2 Issue 78/1/2019 2:56pm**
- Sent **Volume 2 Issue 78/1/2019 11:41am**
- Sent **Resend - Volume 2 Issue 6 Thu Jun 27 21:07:09 EDT 2019 7/4/2019 8:01am**
- Sent **Volume 2 Issue 67/1/2019 8:02am**
- Opened **Volume 2 Issue 56/16/2019 9:35pm**
- Opened **Volume 2 Issue 56/3/2019 2:50pm**
- Opened **Volume 2 Issue 56/3/2019 2:38pm**
- Opened **Volume 2 Issue 56/3/2019 8:35am**
- Sent **Volume 2 Issue 56/1/2019 8:00am**
- Opened **Volume 2 Issue 45/2/2019 10:18am**
- Opened **Volume 2 Issue 45/1/2019 9:45am**
- Sent **Volume 2 Issue 45/1/2019 8:15am**

Elliot Cohen,
My PR Guru, LLC
My Gov Guru

561.676.4949
MyPRguru.com
MyGovGuru.com

Bambi Turner

From: Elliot Cohen <elliott@myprguru.com>
Sent: Friday, September 13, 2019 9:18 AM
To: Bambi Turner
Subject: Re: Question

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the Town of Lake Park. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Here is the report on Commissioner Linden's personal address:

- **Opened STORM UPDATE 39/4/2019 1:23pm**
- **Opened STORM UPDATE 39/4/2019 1:06pm**
- **Sent STORM UPDATE 39/4/2019 11:28am**
- **Sent STORM UPDATE 28/29/2019 3:33pm**
- **Opened STORM UPDATE 18/28/2019 4:12pm**
- **Opened STORM UPDATE 18/28/2019 12:49pm**
- **Sent STORM UPDATE 18/28/2019 12:10pm**
- **Opened Volume 2 Issue 78/1/2019 11:48am**
- **Sent Volume 2 Issue 78/1/2019 11:41am**
- **Opened Volume 2 Issue 67/1/2019 9:09am**
- **Sent Volume 2 Issue 67/1/2019 8:02am**
- **Opened Volume 2 Issue 56/1/2019 7:15pm**
- **Opened Volume 2 Issue 56/1/2019 7:14pm**
- **Opened Volume 2 Issue 56/1/2019 7:11pm**
- **Opened Volume 2 Issue 56/1/2019 7:09pm**
- **Sent Volume 2 Issue 56/1/2019 8:00am**
- **Opened Resend - Volume 2 Issue 4 Sun Apr 28 10:13:50 EDT 2019 5/5/2019 8:27am**
- **Sent Resend - Volume 2 Issue 4 Sun Apr 28 10:13:50 EDT 2019 5/5/2019 8:15am**
- **Sent Volume 2 Issue 45/1/2019 8:15am**
- **Opened Volume 2 Issue 34/3/2019 10:19am**
- **Opened Volume 2 Issue 34/1/2019 4:18pm**
- **Opened Volume 2 Issue 34/1/2019 3:31pm**
- **Sent Volume 2 Issue 34/1/2019 2:38pm**
- **Opened Volume 2 Issue 23/1/2019 2:56pm**
- **Opened Volume 2 Issue 23/1/2019 2:55pm**
- **Opened Volume 2 Issue 23/1/2019 2:51pm**
- **Opened Volume 2 Issue 23/1/2019 9:31am**
- **Sent Volume 2 Issue 23/1/2019 8:00am**
- **Opened Lake Park Insider - Vol 2, Issue 11/29/2019 10:38am**
- **Opened Lake Park Insider - Vol 2, Issue 11/29/2019 10:33am**
- **Clicked Lake Park Insider - Vol 2, Issue 11/28/2019 6:25pm**

Bambi Turner

From: Town of Lake Park <lakeparkinsider@lakeparkflorida.gov>
Sent: Saturday, June 1, 2019 8:01 AM
To: Bambi Turner
Subject: Town of Lake Park Insider Newsletter



Official newsletter of the Town of Lake Park

Volume 2 Issue 5

TOP STORY



Hurricane Season is Here! Are You Ready?

It is now officially hurricane season. While the peak of the season is months away, this is when you should make sure your property and family are ready.

The Federal Emergency Management Agency (FEMA) website at www.ready.gov is the source for information on how to make a family plan to discuss (1) how you will receive emergency alerts and warnings, (2) your shelter plan (if needed), (3) your evacuation route (if needed) and, (4) your family/household communication plan.

Prior to a storm threatening our area, the Town of Lake Park will publish on its website at www.lakeparkflorida.gov the 2019 Supplement to the Town of Lake Park Emergency Management Plan which will contain updated information on:

- Gas stations powered with generators
- The locations of risk shelters
- Home Depot stores powered by generators
- Lowe's stores powered by generators

- Publix stores powered by generators
- Information regarding Special Needs Shelters and how to register for them.

Vice-Mayor Honored as Home Rule Hero

The Florida League of Cities has recognized Town of Lake Park Vice-Mayor Kimberly Glas-Castro with a 2019 Home Rule Hero Award. Vice-Mayor Glas-Castro earned this prestigious award for her tireless efforts to protect the Home Rule powers of Florida's municipalities and advance the League's legislative agenda during the 2019 legislative session.



Home Rule is the ability for a municipality to address local problems with local solutions with minimal state interference.

"We are proud of Vice-Mayor Kim Glas-Castro and the work she does with our town. She is truly a hero to Lake Park and all municipalities as an advocate for Home Rule. The Vice-Mayor's dedication to our community and her advocacy for our residents exemplifies the strength of local government as a force closest to the people. It is an honor to serve with her," said Michael O'Rourke, Mayor of the Town of Lake Park.



**Town can help
you pay for
required code
compliance
repairs**

Are you struggling to find
the money needed to fix

code violations? If so, you are not alone. The Town has a grant program to help pay for those specific repairs. Funds are limited and available on a first come, first served basis.

Town officials are encouraging homeowners to have their homes inspected to determine what repairs are needed, and then take advantage of the grant money.

The goal is to improve neighborhoods one home at a time. For information on the program, you may contact the Town's Community Development department at 561-881-3318.

Town Clerk achieves Master status

Kudos to Town of Lake Park Clerk Vivian Mendez! Vivian has earned the designation of Master Municipal Clerk (MMC) from the International Institute of Municipal Clerks.

Ms. Mendez was honored at the May 15, 2019 Commission meeting.



"We believe in training and providing opportunities for employees to reach the highest achievements possible," said Town Manager John D'Agostino. "That achievement carries forward in their everyday work."

The MMC program is an advanced continuing education program that prepares participants to perform complex municipal duties. The program has an extensive and rigorous educational component and a professional contribution component.



Important marina visioning planned

The Lake Park Harbor Marina is one of the jewels in the crown for the "Jewel of the Palm Beaches."

(How many of you knew that Lake Park has been called the Jewel of the Palm Beaches?)

On June 26th at 6:00 pm, the Town Commission will hold an important visioning session focused on the future of the marina. The revitalization of the marina is a significant part of the Town's overall redevelopment plan for the U.S. 1 corridor. The future vision of the Town Harbor Marina could include the development of a public-private partnership. Rest assured, however, that any plan would ensure it remains open to the public and remains a venue for public events.

The visioning session will be held in the Town Commission chambers.

PHOTO GALLERY

Memorial Day in Lake Park



Here are a few images from Memorial Day 2019 at Kelsey Park







RED, WHITE & BLUE

SUNSET CELEBRATION

FREE MUSIC CONCERT FEATURING

SOLID BRASS



Cash Bar

Live Music

Arts & Crafts

Food Vendors

FRIDAY - JUNE 28, 2019

6:00 P.M. - 9:00 P.M.

(Happy Hour 6-7p.m.)

FREE PARKING & ADMISSION

NO OUTSIDE FOOD OR DRINK

LAKE PARK HARBOR MARINA

105 LAKE SHORE DRIVE, LAKE PARK, FL 33403

(Just East of US Highway 1, Between Northlake and Blue Heron Boulevard)

561-840-0160 www.lakeparkflorida.gov



@townoflakepark





TOWN OF LAKE PARK SILVER SNEAKERS GROUP FITNESS CLASS

Silver Sneakers is a premier fitness program provided at no cost by more than 70 health insurance plans nationwide. This class is low-impact training suitable for all fitness levels. It is designed to increase muscle strength, range of movement and improve activities for daily living. A chair is used for seated exercises and standing support and class can be modified depending on fitness levels. Check with your health insurance plan before coming to class to see if you are eligible.

Instructor: Dori Hollenbeck

Call: 561-596-0788

**When: Every Monday from
10:00am-11:00am**

**Cost: Free to participants
with eligible insurance
plans. Check with your
insurance provider.**

**Walk-in (no-insurance):
\$5.00 cash**

**Location: Lake Park Harbor Marina
105 Lake Shore Drive, Lake Park, FL 33403**

For more information about the Silver Sneakers Program visit:
www.silversneakers.com


Silver Sneakers
FLEX
Community
Fitness Classes



SPECIAL EVENTS DEPARTMENT
561-881-3338
WWW.LAKEPARKFLORIDA.GOV



TOWN OF
LAKE PARK
2019 SUMMER CAMP

AGES: 6-12 years' old

June 10th-August 2nd

9:00am-4:00pm

Ext. Care: 7:30am-5:30pm

DRAGONS
VS
UNICORNS

SPONSORS

Earl Stewart Toyota 



Academy Health
Solutions



Property of the Month

The Property of the Month is

Frederick Cage
430 Bayberry Drive
Lake Park, FL 33403



Every month a new property is selected by the Town's Code Compliance Officers. The selection is based on overall aesthetics and upkeep.

The property is honored with a "Property of the Month" sign in their front yard to display for the duration of the month.

Work for Lake Park

Looking for a new job? How about working for us here at the Town of Lake Park? Click below to see what's available.

Visit our [Employment Opportunities Page](#)



Jewel of the Palm Beaches

TOWN OF LAKE PARK

535 Park Avenue, Lake Park, FL 33403
PH: (561) 881-3300 | FAX: (561) 881-3314
EMAIL: information@lakeparkflorida.gov
Hours of Operation: 8:30 a.m.-5:00 p.m

[Visit our website](#)

Town of Lake Park | 535 Park Avenue, Lake Park, FL 33403

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Sent by lakeparkinsider@lakeparkflorida.gov

Bambi Turner

#1

From: Town of Lake Park <lakeparkinsider@lakeparkflorida.gov>
Sent: Wednesday, August 28, 2019 12:10 PM
To: Bambi Turner
Subject: Hurricane Edition: Lake Park Newsletter

CAUTION: This email originated from outside of the Town of Lake Park. Do not click links or open attachments unless you recognize the sender and know the content is safe!



Official newsletter of the Town of Lake Park

STORM UPDATE 1

TOP STORY



Important Lake Park Storm Information

Wednesday, 12 p.m. STORM UPDATE

With Tropical Storm Dorian forecast to become a hurricane as it nears the Florida coast, the Town of Lake Park is closely monitoring the path of the storm.

Each year at the beginning of the hurricane season the Town of Lake Park posts on its official website its Supplement to the Town of Lake Park Emergency Management Plan. The Supplement contains important information such as an emergency shopping list, gas stations powered by generators, risk shelters with evacuation zones (please note that there are no risk shelters located in the Town of Lake Park).

While the path of the storm is uncertain at this time, this is when you should be reviewing your storm plans.

In the event the storm is forecast to approach the Lake Park area, we will be sending out updates on debris collection and other important information.

To access the Town of Lake Park Emergency Management Information, you may [CLICK HERE](#) to download, or [CLICK HERE](#) to view the document on our website.

You can also visit the Town of Lake Park Emergency Management page by [CLICKING HERE](#).

TOWN OF LAKE PARK

535 Park Avenue, Lake Park, FL 33403
PH: (561) 881-3300 | FAX: (561) 881-3314
EMAIL: information@lakeparkflorida.gov
Hours of Operation: 8:30 a.m.-5:00 p.m

[Visit our website](#)

Town of Lake Park | 535 Park Avenue, Lake Park, FL 33403

[Unsubscribe](#) bturner@lakeparkflorida.gov

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Sent by lakeparkinsider@lakeparkflorida.gov

***SUPPLEMENT TO THE
TOWN OF LAKE PARK
EMERGENCY
MANAGEMENT PLAN***

2019

EMERGENCY SUPPLY SHOPPING LIST

Food

Week 1

- 1 Gallon of water per person per day for at least 5 days, for drinking and sanitation
- Sandwich bread (*freeze until needed*)
- 3 Boxes of quick energy snacks (*i.e. granola bars or raisins*)
- 2 Cans of ready-to-eat-soup
- 1 Box of crackers
- Dry cereal
- 4 Cans of fruit
- 5 Cans of meat
- 4 Cans of vegetables
- 1 Jar of jelly or jam
- 1 Large can of juice
- Instant coffee/tea/
powdered drinks

Water

Water will be needed for drinking, cooking, and bathing. Store enough bottled water for all members of your family and pets before the storm. Clean water that could be used for bathing & washing dishes is in your water heater.



Health & First Aid

Week 3

- 1 Bottle of shampoo
- 1 Box sanitary hand wipes/liquid
- 1 Large tube of toothpaste
- Antiseptic
- Deodorant
- Tweezers
- Adhesive bandages, assorted sizes
- Rolls of gauze or bandages
- Hydrogen peroxide
- First Aid book
- First Aid tape
- Petroleum jelly
- Rubbing alcohol

First Aid

During a storm, phone and electrical lines go down. Dangerous weather conditions prevent emergency vehicles from responding to emergency situations. Preparing yourself and your family with CPR and First Aid training can save the life of a loved one.



Storage

Week 2

- 2 Boxes of large plastic zip bags
- Plastic wrap
- 2 Rolls of aluminum foil
- Assorted plastic containers with lids
- 3 Boxes heavy-duty garbage bags
- Waterproof portable plastic container with lid

Preserving Food & Important Documents

Electrical power can be off for several days after a storm, so plan for power outages. Also, use waterproof containers to protect important papers.



Cleaning & Supplies

Week 4

- 2 Packages of eating utensils, paper cups, paper plates
- Facial tissues (*i.e. Kleenex*)
- 2 Rolls of paper towels
- 4 Rolls of toilet paper
- Liquid dish soap
- Mosquito repellent
- Matches
- 2 Pairs of latex gloves
- Broom, mop, and bucket
- Unscented liquid bleach

Use What You Have

Stock up on personal care and cleaning items. Check your supplies now to make sure you have these supplies on hand. Don't forget disposable plates, cups and utensils, paper towels, and toilet paper. Insect repellent and sunscreen should be included. If you have an adequate supply on hand, you will not need to purchase them when you go shopping.



Palm Beach County
Public Safety Department
Emergency Management Division
www.pbcgov.org/dem



Palm Beach County
Board of County Commissioners

In accordance with the provisions of the ADA, this brochure can be made available in an alternate format. Contact Emergency Management at (561) 712-6400.

Rev. 06/12

TO DO LIST Before the Season Starts

- Make a family plan. Who does what and where will your family ride out the storm?
- Locate your water meter and electrical shutoff
- Know the disaster plan of your child's school or daycare
- Trim trees and store loose objects
- Install/test your smoke detector
- Use a video camera to tape the contents of your home and store videotape with a friend who lives out of town
- Photocopy important papers and store safely
- Make plans to board your pet if you plan to go to a shelter
- Obtain cash or travelers checks
- Establish an out-of-state contact to call in case of emergency

Emergency Supply Kit Shopping List

Everyone needs to prepare for emergency situations, but shopping for supplies can be expensive and strenuous. Shopping for items a little at a time before an event, can reduce the stress of recovery by avoiding long lines and empty shelves.

Get a Head Start & Be Prepared!

Keep in a Waterproof Portable Container

- Will, insurance policies, contracts, deeds, stocks, and bonds
- Passports, social security cards, immunization records
- Bank account numbers
- Credit card account numbers and companies
- Inventory of valuable household goods, important telephone numbers
- Family records (*birth, marriage, death certificates*)



Medications

Week 5

- Extra supply prescription medication(s)
- Aspirin and/or acetaminophen
- Anti-diarrhea medicine
- Adult vitamins
- Thermometer

Special Needs Shelter



The county Special Needs Shelter only accepts residents with a physical condition requiring medical or nursing care that cannot be provided for in a general population shelter. Individuals must be able to sleep safely on a cot or mat and meet one of the following criteria:

- Need nursing assistance with medications or medical care administration
- Monitoring vital signs or medical conditions or activities of daily living but do not need hospitalization
- Need constant electrical power for medical equipment

Pre-registration is required for individuals needing to use the Special Needs Shelter.

To register call: (561) 712-6400

Smart Supplies

Week 9

- Batteries for camping lantern
- Battery powered camping lantern
- Portable camp stove or grill
- Video or disposable camera

Your Property



Before hurricane season, make a complete inventory of your valuables and personal property. Store important documents and valuables in a safe, dry place. If you evacuate, take them with you if you can. Take a photo inventory before the storm and then take photos of any damage after the storm for your insurance adjuster. Be sure that you are properly insured and understand all of the conditions of your policy prior to a disaster. This will save you from unfortunate surprises during recovery.

Common Tools

Week 6

- Battery operated radio
- Flashlights
- Flashlight batteries
- Assorted safety pins
- Scissors
- Screwdrivers
- Pliers
- Vise grips
- Hammer(s)
- Heavy-work gloves
- Stove fuel/charcoal, lighter fluid
- Camping or utility knife
- 1 Box disposable dust mask
- Plastic safety goggles

Tune In



Local media are your primary source of information during disaster. They work with the Emergency Operation Center to provide up-to-date information that can keep you safe. Be sure to have a battery-operated radio and stock up on plenty of batteries. Stay informed about weather conditions, hazards, closed roads, curfews, and relief center locations.

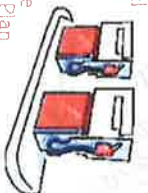
Helpful Supplies

Week 10

- Games/activities for kids/family
- Extra radio batteries
- Local and state road maps
- Gas cans

Have Patience

Damage after a hurricane is unpredictable. It can take several days, and in some cases, several weeks to restore power. Crews will begin work as soon as they can to clear roads and restore services. Be patient. Plan for loss of power, phones, water, and cable television. Have activities on hand for your family. Remember that everyone in the community is experiencing the same disaster. **DO NOT HOARD FUEL. Work together and help your neighbor.**



Heavy Tools

Week 7

- Plywood & fasteners to cover windows
- Tarps/lin, canvas for temporary roof repair
- Handsaw and/or chain saw & fuel
- Assorted nails
- Wood screws
- Hatchet
- Crowbar

Safety



Most hurricane related injuries occur after the storm when people are cleaning up debris. Wear proper safety gear, make sure you know how to properly use power tools and machinery and never work alone. It may be best to hire skilled and insured professionals to do some work.

Everyday Safety

Week 11

- ABC certified fire extinguisher
- Smoke detector with battery
- Carbon monoxide detector

Everyday Supplies

Disasters can happen without warning. It is a good idea to have disaster supplies on hand year-round. Make sure you always have a working fire extinguisher, smoke detectors, and a carbon monoxide detector. These items save lives and reduce property damage. To reduce risk of fire, **DO NOT USE CANDLES.** Never use a generator or charcoal grill inside your home or inside your garage.



Special Items

Week 8

- Special foods for special diets
- Extra hearing aid batteries
- Items for denture care
- Spare eyeglasses or contact lens supplies
- 1 Gallon of water per pet
- Leash or pet carrier
- Pet food
- Baby food
- Diapers
- Baby wipes

What You Need



Only you know what you need. Some families will need special items added to their disaster list. These include baby food and baby care items as well as items for your pet. Make sure you have spare batteries for your hearing aid and a spare pair of eyeglasses. **Remember pets are not allowed in general shelters.** If you live in an evacuation zone, pets can be pre-registered for the Pet Friendly Shelter by calling (561) 233-1266. pbcgov.com/pubsafety/animals



Palm Beach County
Public Safety Department
Emergency Management Division

www.pbcgov.org/dem

Palm Beach County
Public Affairs Department

www.pbcgov.org/dem

GAS STATIONS AND STORES POWERED BY GENERATORS

The following is a listing of gas stations powered by generators as listed on the Palm Beach County Emergency Management website:

- [Costco - 11001 Southern Blvd., Royal Palm Beach, 33411](#)
- [Sunoco - 3985 Lake Worth Road, Lake Worth, 33461](#)
- [Valero - 1808 Lake Worth Road](#)
- [Marathon - 7245 N. Military Trl., 33410](#)
- [Marathon - 3691 W Blue Heron Blvd., 33406](#)
- [Murphy USA - 103 North Congress Ave., Lake Park, 33403](#)
- [Marathon - 980 Northlake Blvd, 33403](#)
- [Shell West - 4445 PGA Blvd, Palm Beach Gardens, FL 33410](#)
- [Mobil - 1260 Plaza Cir, Riviera Beach, FL 33404](#)
- [7-Eleven - 1220 Federal Hwy, Lake Park, FL 33403](#)
- [Rocket Fuel - 100 N Federal Hwy, North Palm Beach, FL 33408](#)
- [Mobil - 12750 US-1, Juno Beach, FL 33408](#)
- [Mobile - 6661 W Indiantown Rd. Central Blvd, Jupiter, FL 33458](#)

- [Marathon - 243 W. Indiantown Rd., 33458](#)
- [Circle K - 126 W. Indiantown Rd., Jupiter, FL 33458](#)
- [Sunoco - 1951 Indiantown Road](#)
- [Cumberland Farms - 7228 N. Military Trail, 33410](#)
- [Cumberland Farms - 3980 10th Ave N., 33461](#)

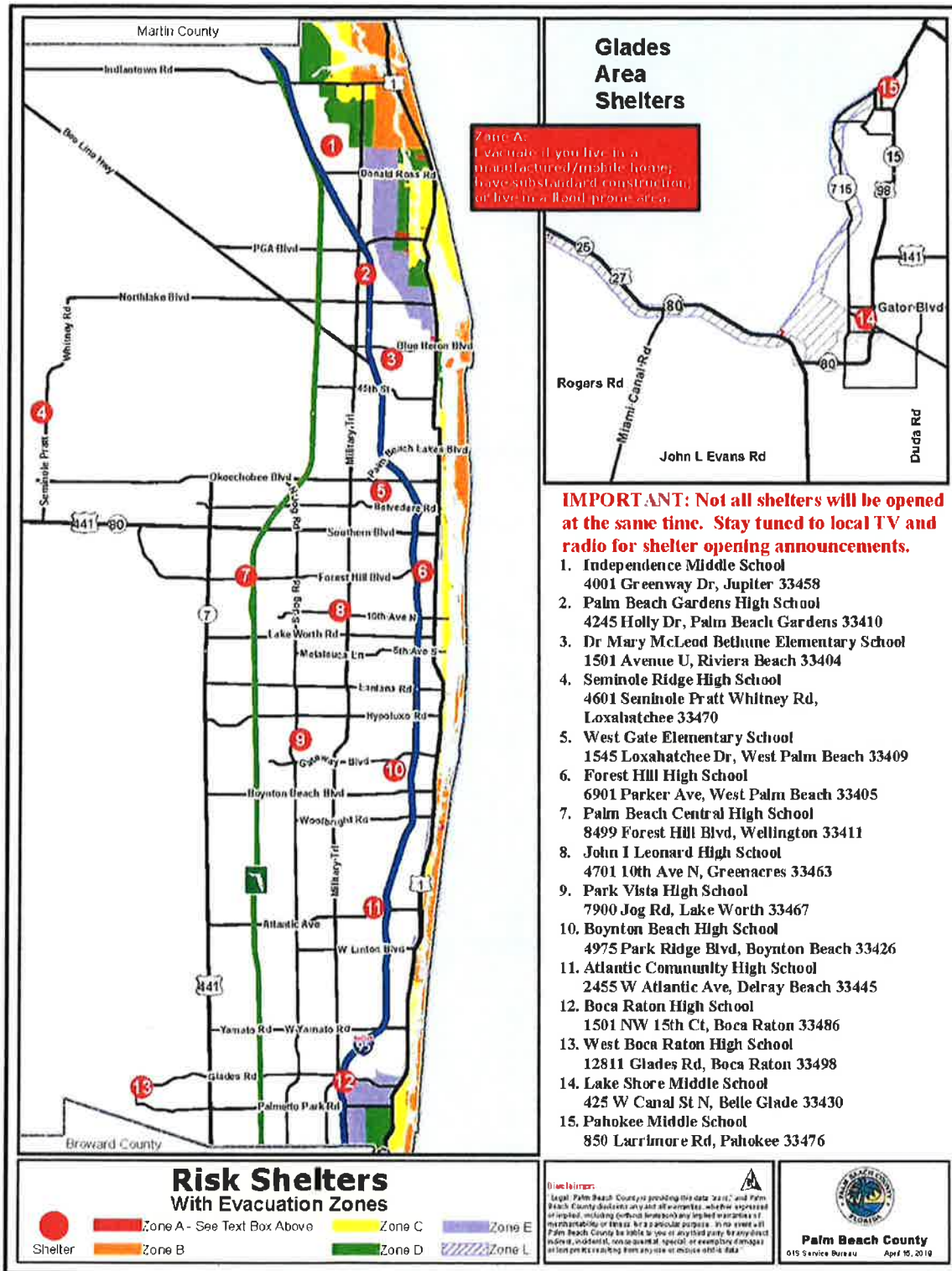
Once a hurricane warning has been issued, it is best to fill your gas tank as soon as possible as the closer it gets to the projected landfall, gas stations may run out of fuel.

The following is a listing of grocery stores powered by generators as listed on the Palm Beach County Emergency Management website:

- [Publix - 13880 Wellington Trace, Wellington, 33414](#)
- [Publix - 9720 Clint Moore Rd., Boca Raton, 33496](#)
- [Publix - 8899 Hypoluxo Rd., Lake Worth, 33467](#)
- [Publix - 11950 West Forest Hill Blvd., Wellington, 33414](#)
- [Publix - 12425 Hagen Ranch Rd., Boynton Beach, 33437](#)
- [Publix - 9855 Lake Worth Rd., Lake Worth, 33467](#)
- [Publix - 11650 West Palmetto Park Rd., Boca Raton, 33428](#)

- [Publix - 7375 West Atlantic Ave., Delray Beach, 33446](#)
- [Publix - 8780 Boynton Beach Blvd. & Lyons Rd., 33437](#)
- [Publix - 9846 Glades Road, Boca Raton, 33434](#)
- [Publix - 6627 West Boynton Beach Blvd., 33437](#)
- [Publix - 10935 S Jog Rd Boynton Beach, 33437](#)
- [Publix - 13860 South Jog Road; FL](#)
- [Publix - 11977 Southern Blvd., Royal Palm Beach](#)
- [Publix - 8340 Jog Road, Boynton Beach, 33437](#)

The following is a map showing Palm Beach County risk shelters and evacuation zones (please note that there are no risk shelters located in the Town of Lake Park):



Public Risk Shelters (excerpted from the Palm Beach County Emergency Management webpage)

Hurricane Evacuation Risk Shelters

Palm Beach County currently operates hurricane evacuation shelters across the County. All hurricane evacuation shelters meet current ARC 4496 design standards to withstand hurricane force winds, including window strength and protection, wind and debris exposure, and storm surge inundation.

A hurricane evacuation shelter is a refuge of last resort; a place to go if you can't stay at home or with a relative, friend, or co-worker or nearby hotel. While shelters are set up in schools, the timing of their opening and locations can change due to the circumstances of the storm. Not all shelters are opened for every storm. Monitor local media for current shelter openings and locations.

Palm Beach County and Palm Beach County Schools manage public shelters. Shelters provide simple meals and beverages; if you have special dietary needs or want snacks, you must bring your own. Shelters provide basic first aid only; cots and medical care are not provided.

Host Shelters (All-Hazards)

The ARC will also shelter disaster victims who are left homeless due to non-tropical weather related disaster events threatening their neighborhood. Under these circumstances, a designated shelter (i.e., community center, church, or other public facility) will be selected and opened by the ARC, in cooperation with DEM. The selected shelter will be located in close proximity to the affected area.

Pet Friendly Hurricane Shelter

The Pet Friendly Shelter is located inside the West Boynton Recreational Center at 6000 Northtree Blvd., Lake Worth, FL 33463 and is only available to Palm Beach County residents who reside in a mandatory evacuation zone, in a mobile home, or in sub-standard housing. Proof of residency will be required.

All pets must be accompanied by only one owner who will stay inside the Pet Friendly Shelter. All other family members will need to stay at the adjacent human shelter, Park Vista High School. Pets will be housed in a separate area away from where people are sheltered; livestock and reptiles will not be accepted.

Space is limited and all food will be provided, so please limit personal belongings to only those essential items that you will need during your stay.

For more information, visit: [PBC Animal Care and Control](#)



**Department of Public Safety
Division of Emergency Management**

**20 South Military Trail
West Palm Beach, FL 33415**

(561) 712-4400

FAX: (561) 712-4444

www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Melissa McWhorter, Mayor

Mark Bernard, Vice Mayor

Hal R. Valente

Pauline Burdick

Deon Kerner

Steven L. Abrams

Mary Lou Berger

County Administrator

Wendell C. Edgewood

**"An Equal Opportunity
Affirmative Action Employer"**

Palm Beach County Special Needs Shelter

With the support of several community partners, Palm Beach County has established a Special Needs Shelter program. This program is intended to address the needs of Palm Beach County's most vulnerable population.

Prior to the arrival of a hurricane, or following a significant disaster, citizens who are registered with the Special Needs Shelter program will be able to shelter at a centrally located facility where they will be under the medical supervision of physicians and registered nurses.

Admittance to these facilities is restricted to the following:

- **Dependence on electric medical devices**
- **Dependence on supplemental oxygen**
- **Certain chronic but stable illnesses that require observation or caregivers**
- **Progressive Alzheimer's or Dementia**

All persons not meeting the above criteria will be referred to their nearest general Population Shelter. If you do not meet the criteria and live in an evacuation zone or mobile home park and are disabled with no other type of transportation you may register with Palm Tran at (561) 649-9839 for the Special Transportation Assistance Program. They will transport you to a General Population Shelter at no charge.

Transportation assistance to the Special Needs Shelter may be requested through the application process. The application process will collect information on your health, along with any assistance you may need with daily living activities.

The Special Needs shelter provides safety, power and medical supervision. You will need to provide for yourself any care you would normally need to remain well. A caregiver must accompany any client requiring direct supervision or assistance.

The shelter will provide three meals a day. If you are on a special diet please bring appropriate food for a minimum of three days.

If you are accepted by the Special Needs Shelter you will be responsible to bring certain items with you to the shelter, including but not limited to medication, supplies, oxygen and/or concentrators to meet your needs in the shelter and during transportation.

Valuables, non-medical electronics, or big items should be left at home, only bring the things that you need most.

A wheelchair height, adjustable back cot is provided for the client, so be sure that your caretaker or companion has their own sleeping arrangements, such as an air mattress or portable cot.

Arrangements should be made to take care of any pets, as only service animals will be allowed into the shelter. If you need assistance with your pets, the county operates a pet friendly shelter and may be able to assist you. Information on the pet friendly shelter can be found by calling 561-233-1266.

Be sure to let your family know about your plans for an emergency; such as staying home, staying with relatives or acquaintances, or going to a shelter. The Special Needs Shelter is a refuge of last resort, not a medical facility. The shelter has no beds, applicants who cannot sleep on a cot will not be accepted.

Please make sure the application is completely filled out. Failure to properly complete the application will result in delay of evaluation. If you have any other questions about hurricane preparedness, please do not hesitate by calling our office at the number below.

Regards,

s/

Keith Wall Special Needs Shelter Coordinator Palm Beach County Division of Emergency Management Office: (561) 712-6400 Fax: (561) 712-6464

1



Division of
Emergency Management

Palm Beach County Special Needs Shelter Application

APPLICATION DATE: _____

SHELTER INFORMATION

Thank you for your interest in the Palm Beach County Special Needs Shelter. Please understand that the shelter is a place of refuge of last resort from dangerous weather or other emergencies. While basic services such as food, electricity, and medical supervision will be provided; clients and caregivers must provide supplemental food and all medications for the first three days. The shelter cannot provide the appropriate care to ventilator, and certain other patients. Please see page three for accepted diagnoses.

Please remember: Bed height adjustable back hospital cots are provided for clients. Caregivers must provide their own sleeping arrangements.

Return form to: Special Needs Shelter Program Palm Beach County Division of Emergency Management
20 South Military Trail West Palm Beach, FL 33415 OR Fax 561-712-6464. For more information, call 561-712-6400

CLIENT IDENTIFICATION

LAST: _____ FIRST: _____
DATE OF BIRTH: ____ / ____ / ____ HEIGHT: ____ FEET ____ INCHES WEIGHT: _____
GENDER: MALE or FEMALE LANGUAGE SPOKEN: _____
HOME PHONE: _____ CELL PHONE: _____

CLIENT RESIDENCE INFORMATION

ADDRESS: _____ APT/LOT #: _____
CITY: _____ ZIP: _____ E-MAIL: _____
MAILING ADDRESS: SAME AS ABOVE _____
CITY: _____ ZIP: _____
Do you live above the ground level? YES If yes, what floor? _____
DEVELOPMENT NAME: _____ GATE CODE: _____

DWELLING TYPE:
 SINGLE FAMILY DUP/MULTIPLEX
 MOBILE HOME APT/CONDO

CAREGIVER INFORMATION

Patients requiring a caregiver must be accompanied by their caregiver at all times.

Do you have a caregiver who will accompany you to the shelter? YES or NO

NAME: _____ RELATIONSHIP: _____ PHONE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Does your caregiver have special needs? YES or NO If yes, explain: _____

EMERGENCY CONTACTS

(LOCAL) NAME: _____ RELATIONSHIP: _____ PHONE: _____

(NON-LOCAL) NAME: _____ RELATIONSHIP: _____ PHONE: _____

MEDICAL SUPPORT INFORMATION

PRIMARY DOCTOR: _____ PHONE: _____
 HOME HEALTH AGENCY: _____ PHONE: _____
 HOME MEDICAL EQUIPMENT PROVIDER: _____ PHONE: _____
 DIALYSIS CENTER: _____ PHONE: _____
 OXYGEN SUPPLIER: _____ PHONE: _____

TRANSPORTATION

Do you need transportation to a special needs shelter? YES or NO (Arrive on my own)

ASSISTANCE WITH DAILY LIVING NEEDED (Check all ADLs that Apply)

- 1. Assistance with Daily Living: (check all that apply)**
 Toileting Taking Medications Feeding/Eating Walking more than 50 ft. Getting out of bed Dressing
- 2. Can you sleep on an adjustable back cot?** YES or NO

SPECIAL NEEDS (check all that apply)

Electrical Needs	Mobility Assessment	Specialized Equipment
<input type="checkbox"/> Bi-Pap or C-Pap <input type="checkbox"/> Cardiac Monitor <input type="checkbox"/> Feeding Pump <input type="checkbox"/> Nebulizer <input type="checkbox"/> Suction Pump <input type="checkbox"/> Oxygen Concentrator <input type="checkbox"/> Oxygen: ____ of hours daily at ____ liters per minute <input type="checkbox"/> Dialysis: (#) ____ days per week	<input type="checkbox"/> I can walk -or- I use: <input type="checkbox"/> Cane <input type="checkbox"/> Walker <input type="checkbox"/> Wheelchair/scooter <input type="checkbox"/> Lift used to get out of bed <input type="checkbox"/> I am bedridden continuously	<input type="checkbox"/> Feeding Tube <input type="checkbox"/> IV Equipment <input type="checkbox"/> Service Animal (Canine or Miniature Pony) <input type="checkbox"/> Other _____ <input type="checkbox"/> I need a nurse or caregiver to administer medications.
Cognitive Assessment	Vision and Hearing Assessment	Special Care/Considerations
<input type="checkbox"/> Alzheimer's <input type="checkbox"/> Anxiety <input type="checkbox"/> Autism <input type="checkbox"/> Conduct disorder <input type="checkbox"/> Dementia <input type="checkbox"/> Depression <input type="checkbox"/> Mental health problem <input type="checkbox"/> Obsessive Compulsive Disorder <input type="checkbox"/> Psychiatric or personality disorder	<input type="checkbox"/> Hearing Impaired <input type="checkbox"/> Deaf <input type="checkbox"/> Partially Blind <input type="checkbox"/> Blind	<input type="checkbox"/> Ostomy <input type="checkbox"/> Catheter <input type="checkbox"/> Morbid obesity <input type="checkbox"/> Open wounds/Decubitus <input type="checkbox"/> Incontinence <input type="checkbox"/> Wear Adult Diapers

DIAGNOSIS

Alzheimer's and Dementia	<input type="checkbox"/> Progressive Alzheimer's disease (ALZD) (This requires full time trained caregiver) <input type="checkbox"/> Psychosis (This requires full time trained caregiver) <input type="checkbox"/> Dementia (This requires full time trained caregiver)
Chronic but Stable Illness	<input type="checkbox"/> Aphasia (Difficulty communicating) <input type="checkbox"/> Cardiac Abnormalities (Controlled with medication and requiring supervision) <input type="checkbox"/> Continuous Ambulatory Peritoneal Dialysis (Stable, self care) <input type="checkbox"/> Cystic Fibrosis (Assistance with daily living) <input type="checkbox"/> Diabetes/Hyperglycemia (Requiring assistance with insulin and monitoring) <input type="checkbox"/> Dialysis (Peritoneal and Hemodialysis) (Dialysis not provided in shelter) <input type="checkbox"/> Fractured Bones (Pin care/dressing changes) <input type="checkbox"/> Neurological Deficit (Monitoring and assistance with daily living) <input type="checkbox"/> Obesity <input type="checkbox"/> Parkinson's disease (Assistance with daily living) <input type="checkbox"/> Seizures (Medication assistance)
Chronic but Stable Illness With Mobility Impairment	<input type="checkbox"/> Cerebral Palsy <input type="checkbox"/> Cerebral Vascular Accident (Recent CVA) (Wheelchair bound) <input type="checkbox"/> Foley Catheter (Requiring Monitoring) <input type="checkbox"/> Wheelchair Bound due to Chronic Illness (Such as: ALS, CVA, Multiple Sclerosis, Muscular Dystrophy, etc.)
Electricity Dependant	<input type="checkbox"/> Electric Energized Medical Equipment (CPAP, Nebulizers, etc.) <input type="checkbox"/> Eating and Swallowing Disorders (Requiring electric equipment) <input type="checkbox"/> Sleep Apnea
Oxygen Dependant	<input type="checkbox"/> Oxygen Dependant <input type="checkbox"/> Chronic Obstructive Pulmonary Disease (COPD) (Requiring oxygen) <input type="checkbox"/> Emphysema (Requiring oxygen)

List any other medical problems: _____

Allergies: YES or NO If yes, list: _____

ATTACH MEDICATIONS LIST (list medication name and dose)

Form Completed By: _____ Relationship: _____ Phone: _____

By submitting this form, I give my authorization for the Palm Beach County Special Needs program to release this information to other emergency response personnel, human service agencies, officials or those they deem necessary to facilitate the evaluation of this application and required activities to ensure assistance for me. Records relating to registration of disabled citizens are exempt as listed in the provisions of F.S. 119.07 (1), Public Records Law. The information contained herein will be kept confidential. I also understand that assistance will only be provided for the duration of the emergency and that alternative arrangements should be made in advance if I cannot return to my home. Should I require hospital or assisted living care, I understand that I must make these arrangements myself.

Signature of Patient / Guardian

Date



Palm Beach County Special Needs Shelter

- › **Do you depend on electric medical devices to stay well?**

 - › **Do you depend on supplemental oxygen at least part of the day?**

 - › **Do you have a chronic but stable illness that requires professional observation, or have a full-time caregiver?**

 - › **Do you have progressive Alzheimer's or Dementia?**
-

If so, turn this card around to learn more >>>

The best place to be during a disaster is somewhere safe and comfortable, so plan to shelter at home.

If you live in an *evacuation zone*, plan to travel **minutes** or **miles** away from the danger if ordered to evacuate.

The Special Needs Shelter is available as a last resort when no other options remain.

» **Shelter admission is limited, and based on need. Transportation may be requested.**

Applications for the Special Needs Shelter are accepted electronically at **www.pbcgov.com/dem/sections/operations/scu.htm** by phone, or mail:

**Special Needs Shelter Coordinator
Palm Beach County Emergency Management
20 South Military Trail
West Palm Beach, FL 33415**

Tel (561) 712-6400 | Fax (561) 712-6464

#2

Bambi Turner

From: Town of Lake Park <lakeparkinsider@lakeparkflorida.gov>
Sent: Thursday, August 29, 2019 3:34 PM
To: Bambi Turner
Subject: Lake Park Storm Update

CAUTION: This email originated from outside of the Town of Lake Park. Do not click links or open attachments unless you recognize the sender and know the content is safe!



Official newsletter of the Town of Lake Park

STORM UPDATE 2

STORM UPDATE



Important Town of Lake Park Storm Information

STORM UPDATE

Thursday, 8/29 3 p.m.

Following the lead of Governor DeSantis, the Town of Lake Park has declared a state of emergency in anticipation of Hurricane Dorian. Here's what it means for residents:

DO NOT PUT OUT ANY DEBRIS, YARD WASTE, RECYCLING OR TRASH FOR COLLECTION BEFORE THE STORM

Now that the state of emergency has been declared by the Town, pursuant to our Town Code no property owner, resident or business owner may place any debris, trash, vegetative yard waste or recycling materials out for pick-up. Any violation of this section will result in the Town's disposal of the materials and a charge for actual costs of collection and disposal, along with a one-time \$250.00 fine plus other administrative charges that the Town may incur, which will be invoiced to the property owner or business.

IF YOU HAVE ANY ITEMS ALREADY OUTSIDE AWAITING PICK-UP, YOU MUST STORE THEM SAFELY UNTIL AFTER THE STORM.

TOWN OFFICES CLOSED

Town offices including Town Hall, the Library, the Lake Park Harbor Marina and the Public Works Department shall be closed on Friday, August 30, 2019, and shall remain closed until the state of emergency declared by the Governor has been lifted.

OBEY ANY CURFEWS

All Town of Lake Park residents are required to abide by any curfews imposed by Palm Beach County.

OBEDI ANY EVACUATIONS

All Town of Lake Park residents must comply with any evacuation orders issued by Palm Beach County.

To access the Town of Lake Park Emergency Management Information, you may [CLICK HERE](#) to download, or [CLICK HERE](#) to view the document on our website.

You can also visit the Town of Lake Park Emergency Management page by [CLICKING HERE](#).

The Town of Lake Park sends along our best wishes for everyone's safety in this approaching storm.

TOWN OF LAKE PARK

535 Park Avenue, Lake Park, FL 33403
PH: (561) 881-3300 | FAX: (561) 881-3314
EMAIL: information@lakeparkflorida.gov
Hours of Operation: 8:30 a.m.-5:00 p.m

[Visit our website](#)

[Unsubscribe bturner@lakeparkflorida.gov](#)

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Sent by lakeparkinsider@lakeparkflorida.gov



PRESS RELEASE - Lake Park, Florida. August 29, 2019.

FOR IMMEDIATE RELEASE

Contact: Janet Perry
Assistant to the Town Manager/
Public Information Officer
Town of Lake Park
Phone: 561-881-3304
Email: jperry@lakeparkflorida.gov

Today, August 29, 2019, Mayor Michael O'Rourke of the Town of Lake Park declared a state of emergency within the geographic boundaries of the Town of Lake Park due to the expected impact by Hurricane Dorian which provides as follows:

1. That all Town offices including Town Hall, the Library, the Lake Park Harbor Marina and the Public Works Department shall be closed on Friday, August 30, 2019 and shall remain closed until the declaration of a state of emergency declared by the Governor has been lifted.
2. The curfew to be established by Palm Beach County shall be followed by residents of the Town of Lake Park.
3. Any evacuation order issued by Palm Beach County shall be followed by residents of the Town of Lake Park.
4. The within declaration shall be in full force effective at 5:00 p.m. on Thursday, August 29, 2019, and shall remain in full force until the state of emergency declared by the Governor has been lifted.

For more information contact Janet Perry at 561-881-3304.

###

Copy

STATE OF EMERGENCY DECLARATION

It is found by the Mayor of the Town of Lake Park that:

WHEREAS, Chapter 1, Article II, Division 1, Section 2-32 of the Code of Ordinances of the Town of Lake Park authorizes the Mayor or in the absence of the Mayor and the Vice Mayor the first available member of the Town Commission to declare that a state of emergency exists within the boundaries of the Town of Lake Park, and to exercise the powers conferred in F.S. Sections 252.32 and 870.042(2); and

WHEREAS, the Governor of the State of Florida has declared a state of emergency in every Florida county due to the expected impact caused by Hurricane Dorian; and

WHEREAS, it is believed by the Mayor that there is a clear and present danger to persons or property due to the exigent circumstances of the expected impact caused by Hurricane Dorian within the geographical limits of the Town of Lake Park and that it is prudent to declare a state of emergency for the Town of Lake Park.

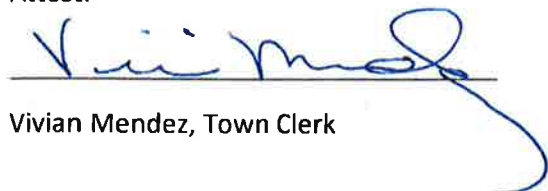
NOW THEREFORE, it is declared by the Mayor of the Town of Lake Park that a state of emergency does exist as heretofore found and that during such a period of emergency and at the times and locations hereinafter specified in order to protect lives and property within the Town, the following actions shall take place:

1. That all Town offices including Town Hall, the Library, the Lake Park Harbor Marina and the Public Works Department shall be closed on Friday, August 30, 2019, and shall remain closed until the declaration of a state of emergency declared by the Governor has been lifted.
2. The curfew to be established by Palm Beach County shall be followed by residents of the Town of Lake Park.
3. Any evacuation order issued by Palm Beach County shall be followed by residents of the Town of Lake Park.
4. The within declaration shall be in full force effective at 5:00 p.m. on Thursday, August 29, 2019, and shall remain in full force until the state of emergency declared by the Governor has been lifted.



Michael O'Rourke, Mayor
Town of Lake Park

Attest:



Vivian Mendez, Town Clerk



Bambi Turner

#3

From: Town of Lake Park <lakeparkinsider@lakeparkflorida.gov>
Sent: Wednesday, September 4, 2019 11:28 AM
To: Bambi Turner
Subject: Final Lake Park Storm Update

CAUTION: This email originated from outside of the Town of Lake Park. Do not click links or open attachments unless you recognize the sender and know the content is safe!



Official newsletter of the Town of Lake Park

STORM UPDATE



Important Town of Lake Park Storm Information

FINAL STORM UPDATE

Wednesday, 9/4 11 a.m.

State of Emergency Declaration Lifted

Effective at 10:00 a.m. today, September 4, 2019, and because Hurricane Dorian no longer presents a clear and present danger to

persons or property of the Town of Lake Park, the Mayor of the Town of Lake Park lifted the emergency declaration for the Town.

Meetings

All Town offices are now open and the regular Commission meeting and the Community Redevelopment Agency meeting regularly scheduled for this evening will take place.

Also, the First Public Hearing on the Budget will take place on Thursday, September 5, 2019 at 6:30 p.m. as originally scheduled.

Sanitation Update

The Town is running all commercial and multi-family dumpster routes today. Everyone that should have their sanitation picked up either Monday or Tuesday will be picked up today, September 4, 2019.

Residential recycling is running today, as normally scheduled.

On Thursday, September 5, 2019, the Town will run residential grey can service, along with residential bulk trash service.

We expect to be back onto the normal schedule by tomorrow.

TOWN OF LAKE PARK

535 Park Avenue, Lake Park, FL 33403
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EMAIL: information@lakeparkflorida.gov
Hours of Operation: 8:30 a.m.-5:00 p.m

[Visit our website](#)

Town of Lake Park | 535 Park Avenue, Lake Park, FL 33403

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Sent by lakeparkinsider@lakeparkflorida.gov



PRESS RELEASE - Lake Park, Florida. September 4, 2019.

FOR IMMEDIATE RELEASE

Contact: Janet Perry
Assistant to the Town Manager/
Public Information Officer
Town of Lake Park
Phone: 561-881-3304
Email: jperry@lakeparkflorida.gov

Today, at 10 a.m. September 4, 2019, Mayor Michael O'Rourke of the Town of Lake Park lifted the declaration of state of emergency within the geographic boundaries of the Town of Lake Park previously issued relating to Hurricane Dorian.

1. Town offices including Town Hall, the Library, the Lake Park Harbor Marina and the Public Works Department are now open.
2. The following public meetings will be held as scheduled in Town Hall Commission Chambers located at 535 Park Avenue, Lake Park:
 - * Wednesday, September 4, 2019, 6:30 p.m. - Community Redevelopment Agency Meeting immediately followed by the Town of Lake Park's Regular Commission Meeting.
 - * Thursday, September 5, 2019, 6:30 p.m. - Town of Lake Park First Public Hearing on the Budget
3. Sanitation Schedule - The Town is running all commercial and multi-family routes today. Sanitation pick-up that was scheduled for Monday and Tuesday will be picked up today, September 4th. Residential recycling pick-up is as normally scheduled. Residential grey can and bulk trash service will be picked up on Thursday, September 5th. Public Works expects to be back onto the normal sanitation schedule by tomorrow.

For more information contact Janet Perry at 561-881-3304.

###

Copy

STATE OF EMERGENCY DECLARATION

It is found by the Mayor of the Town of Lake Park that:

WHEREAS, pursuant to Chapter 1, Article II, Division 1, Section 2-32 of the Code of Ordinances of the Town of Lake Park authorizing the Mayor or in the absence of the Mayor and the Vice Mayor the first available member of the Town Commission to declare that a state of emergency exists within the boundaries of the Town of Lake Park, and in view of the declaration of emergency by the Governor of the State of Florida due to the expected impact to be caused by Hurricane Dorian, the Mayor declared a state of emergency for the Town of Lake Park effective at 5:00 p.m. on Thursday, August 29, 2019; and


WHEREAS, it has been determined that Hurricane Dorian no longer presents a clear and present danger to persons or property of the Town of Lake Park.

NOW THEREFORE, it is declared by the Mayor of the Town of Lake Park that a state of emergency declared effective at 5:00 p.m. on Thursday, August 29, 2019, is hereby lifted effective at 10:00^{am} o'clock on September 4, 2019.



Michael O'Rourke, Mayor
Town of Lake Park

Attest:


Vivian Mendez, Town Clerk

