



**PUBLIC NOTICE  
TOWN OF LAKE PARK  
Virtual Regular Commission Meeting  
Wednesday, May 6, 2020 6:30 P.M.**

**PURSUANT TO THE AUTHORITY CONTAINED GOVERNOR DESANTIS' EXECUTIVE ORDER NUMBER 20-69, THE TOWN OF LAKE PARK TOWN COMMISSION WILL BE UTILIZING COMMUNICATION MEDIA TECHNOLOGY AS PROVIDED IN SECTION 120.54(5)(b)2. FLORIDA STATUTE.**

**THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA WILL CONDUCT AN ELECTRONIC REGULAR COMMISSION MEETING UTILIZING COMMUNICATION MEDIA TECHNOLOGY DUE TO GOVERNOR DESANTIS' EXECUTIVE ORDER 20-69 ON WEDNESDAY, APRIL 15, 2020 AT 6:30 P.M. COMMUNICATION MEDIA TECHNOLOGY WILL BE USED TO CONSTITUTE A QUORUM OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AND PUBLIC PARTICIPATION WILL OCCUR USING COMMUNICATION MEDIA TECHNOLOGY.**

The meeting agenda can be found on the Town's website at [www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)

Public comment must be submitted in 24-hour in advance of the meeting to the Town Clerk at [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

Members of the public that wish to participate may do so by joining Zoom from your computer, tablet or smartphone via - Join Zoom Meeting

<https://us02web.zoom.us/j/82164161284?pwd=cFVclZlclZMQ1M1QnZKNHFHSmhGUT09>

Meeting ID: 821 6416 1284

Password: 871143

Members of the public that wish to participate may dial in using your phone. United States 1-(929)-205-6099 US

Meeting ID: 821 6416 1284

Password: 871143

Find your local number: <https://us02web.zoom.us/u/kbFxIsX8cK>

(A) On March 20, 2020, Governor Ron DeSantis issued Executive Order 20-69, "Emergency Management – COVID-19 Local Government Public Meetings", and

(B) Pursuant to Executive Order 20-69, the physical quorum and location requirements for public meetings are suspended, and the Town of Lake Park is authorized to hold public meetings Section 120.54(5)(b)2, Florida Statute (see below).

(C) The Town of Lake Park, Florida has implemented protocol for public meetings utilizing Communication Media Technology sited above.

The public may access the meeting by the methods prescribed above and provide public comment by submitting same to the Town Clerk at [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov). For additional information, please contact the Town Clerk at 561-881-3311.

In accordance with the Americans with Disabilities Act ("ADA"), persons with disabilities requiring accommodations in order to participate in this public meeting should contact the Town Clerk's Office at (561) 881-3311 no later than three (3) business days prior to such meeting.

Shaquita  
Edwards

Digitally signed by Shaquita Edwards  
DN: cn=Shaquita Edwards, o=Town of  
Lake Park, ou=Clerks' Office,  
email=sedwards@lakeparkflorida, c=US  
Date: 2020.04.29 14:58:32 -04'00'

**Shaquita Edwards, MPA, CMC**  
**Deputy Town Clerk**

**Anyone wishing to appeal any decision made by the Lake Park Town Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.**

**One or more Town Commissioners and/or Board members may be participating in this meeting.**

**Posted: April 29, 2020**

**120.54(5)(b)2, Florida Statute.**

2. Uniform rules for use by each state agency that provide procedures for conducting public meetings, hearings, and workshops, and for taking evidence, testimony, and argument at such public meetings, hearings, and workshops, in person and by means of communications media technology. The rules shall provide that all evidence, testimony, and argument presented shall be afforded equal consideration, regardless of the method of communication. If a public meeting, hearing, or workshop is to be conducted by means of communications media technology, or if attendance may be provided by such means, the notice shall so state. The notice for public meetings, hearings, and workshops utilizing communications media technology shall state how persons interested in attending may do so and shall name locations, if any, where communications media technology facilities will be available. Nothing in this paragraph shall be construed to diminish the right to inspect public records under chapter 119. Limiting points of access to public meetings, hearings, and workshops subject to the provisions of s. 286.011 to places not normally open to the public shall be presumed to violate the right of access of the public, and any official action taken under such circumstances is void and of no effect. Other laws relating to public meetings, hearings, and workshops, including penal and remedial provisions, shall apply to public meetings, hearings, and workshops conducted by means of communications media technology, and shall be liberally construed in their application to such public meetings, hearings, and workshops. As used in this subparagraph, "communications media technology" means the electronic transmission of printed matter, audio, full-motion video, freeze-frame video, compressed video, and digital video by any method available.



**TOWN OF LAKE PARK  
PUBLIC COMMENT SHEET**

**MEETING DATE: WEDNESDAY, MAY 6, 2020  
VIRTUAL REGULAR COMMISSION MEETING  
6:30 P.M.**

**Instructions:** *Please complete this sheet, including your name and address; once the sheet has been completed, please mail, place in the Dropbox outside of Town Hall, or email it to the Town Clerk at [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov). The comments will be read into the record during the public comment portion of the meeting.*

**Sheets must be received 24-hours in advance of the meeting.**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**If you are interested in receiving Town information through Email, please**

**provide your E-mail address:** \_\_\_\_\_

**I would like to make comments on the following:**

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# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, May 6, 2020, 6:30 P.M.  
ELECTRONIC MEETING

Utilizing Communication Media Technology

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

PURSUANT TO THE AUTHORITY CONTAINED GOVERNOR DESANTIS' EXECUTIVE ORDER NUMBER 20-69, THE TOWN OF LAKE PARK TOWN COMMISSION WILL BE UTILIZING COMMUNICATION MEDIA TECHNOLOGY AS PROVIDED IN SECTION 120.54(5)(b)2. FLORIDA STATUTE.

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

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

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATION/REPORT:**

1. Presentation of the 2019 Palm Beach Sheriff's Office District 10, Year in Review. Tab 1

2. Presentation by the American Red Cross regarding Services Available to the Town of Lake Park through a Mutual Aid Agreement. 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. April 8, 2020 Test Virtual Commission Meeting Minutes. Tab 3
4. April 15, 2020 Virtual Regular Commission Meeting Minutes. Tab 4
5. Proclamations for Water Conservation Month and Reuse Week. Tab 5
6. Proclamation for Support of the Guardian ad Litem Program. Tab 6
7. Resolution No. 34-05-20 Budget Amendment for Onsolve –CodeRed. Tab 7
8. Notification of Emergency Procurement: Execution of the Onsolve Services Agreement for the Provision of CodeRED Notification Service to the Town of Lake Park. Tab 8
9. Notification of Emergency Procurement: Work Authorization to Sunshine Land Design, Inc. for Emergency Operations and Maintenance to 72 Inch Stormwater Pipe and Bulkhead Wall at Lake Park Marina. Tab 9
10. Notification of Emergency Purchase: Renewal of the ShotSpotter Annual Subscription Services for 4/29/2020 through 4/28/2021. Tab 10
11. Notification of Emergency Procurement: Execution of Memorandum of Understanding (MOUs) with Waste Management for Emergency Stand-in-Solid Waste Collection Services (Commercial Dumpster and Residential Curbside Recycling). Tab 11
- F. **BOARD MEMBERSHIP APPLICANTS:**
12. Nominations for the Reappointments of Judith Thomas and Joseph Rice to the Planning & Zoning Board. Tab 12
- G. **PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**
13. Ordinance 05-2020 Re-establishing Town Code Chapter 28-Taxation. Tab 13

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES TO CREATE A NEW ARTICLE V ENTITLED “ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS”; PROVIDING FOR SECTION 28-251, ENTITLED “TITLE”; PROVIDING FOR SECTION 28-252, ENTITLED “INTENT”; PROVIDING FOR SECTION 28-253, ENTITLED**

**“DEFINITIONS”; PROVIDING FOR SECTION 28-254, ENTITLED “ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION ESTABLISHED”; PROVIDING FOR SECTION 28-255 ENTITLED “APPLICATION FOR EXEMPTION”; PROVIDING FOR SECTION 28-256, ENTITLED “CONSIDERATION OF APPLICATION”; PROVIDING FOR SECTION 28-257, ENTITLED “APPLICATION FEE”; PROVIDING FOR SECTION 28-258, ENTITLED “REVOCATION OF EXEMPTION; RECOVERY OF FUNDS”; PROVIDING FOR SECTION 28-259 ENTITLED “APPEALS”; PROVIDING FOR SECTION 28-260, ENTITLED “SURVIVAL”; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

None

**I. NEW BUSINESS:**

**14. Discussion Item on Town of Lake Park Economic Stimulus Options for Struggling Businesses and Homeowners. Tab 14**

**15. C-3/Promenade Shoppes/Twin City Mall Area Update. Tab 15**

**16. Request for authorization to provide a letter of support on Town letterhead for the distribution of \$312,028 of FY 2019 JAG funding for the County-wide Reentry Program and the Palm Frequent Users System Engagement Project within Palm Beach County. Tab 16**

**17. Review of the Town Manager’s Annual Performance Evaluation for the Period of May 1, 2019 to May 1, 2020. Tab 17**

**J. PUBLIC COMMENT:**

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

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

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

**M. ADJOURNMENT:**

**Next Scheduled Regular Commission Meeting will be held on May 20, 2020**

**Special  
Presentations  
/Reports**

# TAB 1





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 6, 2020

Agenda Item No.

Agenda Title: Presentation of the 2019 Palm Beach County Sheriff's Office District 10 Year in Review

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

Bambi  
McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner  
DN: cn=Bambi McKibbon-Turner, o=Town of  
Lake Park, ou=Assistant Town Manager/  
Human Resources Director,  
email=btturner@lakeparkflorida.gov, c=US  
Date: 2020.04.17 10:43:54 -0400

Approved by Town Manager \_\_\_\_\_

Date: \_\_\_\_\_

*Bambi McKibbon-Turner – Assistant Town Manager/Human Resources Director*  
Name/Title

<b>Originating Department:</b>  Town Manager	Costs: \$ 0.00 Funding Source: Acct. # [ ] Finance _____	<b>Attachments:</b>  Copy of Presentation
<b>Advertised:</b> Date: _____ Paper: _____ [X] 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 <b>BMT</b> <b>Please initial one.</b>

Summary Explanation/Background:

The purpose of this agenda item is the presentation by Captain Thomas Gendreau, Palm Beach County Sheriff's Office (PBSO) District 10 Commander, of the 2019 Year in Review setting forth the statistics concerning local law enforcement initiatives and reporting on various community involvement and engagement projects which PBSO has undertaken in the Town of Lake Park.

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

# Palm Beach County Sheriff's Office – District 10 Town of Lake Park

## 2019 Year In Review



<b><u>Persons Crimes</u></b>	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>Change</u></b>
Homicide	1	2	100%
Robbery	25	21	-16%
Sexual Assault	3	11	267%
Shooting	11	6	-45%
Stabbing	0	1	Increase
<b><u>Property Crimes</u></b>			
Burglary Business	38	19	-50%
Burglary Construction	3	0	-100%
Burglary Residential	59	30	-49%
Burglary Vehicle	120	113	-6%
Larceny	173	126	-27%
Stolen Vehicle	57	54	-5%
Stolen Vehicle Rec. (CAD Inc.)	26	30	15%*
Vandalism	86	60	-30%
<b><u>General Statistics</u></b>			
Arrests and NTA's	483	427	-12%
Total CAD Incidents	29830	35636	19%
Traffic Stops	2306	4503	95%
Business/Residence Checks	17360	20583	19%
CAD Inc.(less 10-50 & 10-61's)	10164	10550	4%
<b><u>FIR Information</u></b>			
Total FIR's	847	916	8%
Gang FIR's	8	6	-25%
Truant FIR's	2	7	250%
FIR's (less truant and gang)	837	903	8%

# Technology Review

- SkyView – Real Time Crime Center Camera System
- Automated License Plate Readers
- Shot Spotter® System



# SkyView – Real Time Crime Center Camera System

High Definition multi-camera system with live feed into PBSO's Real Time Crime Center

Deputies assigned to the Town of Lake Park have in-vehicle, mobile access to video feed

Integrated with Shot Spotter® to pan, tilt and zoom to areas where Shot Spotter® activation is detected



# SkyView – Real Time Crime Center Camera System

System was used and integral part of criminal investigations ranging from;

- Homicide investigations
- Capturing a shooting into a home on video
- Tracking and recovery of stolen vehicles
- Identification of suspect vehicles in vehicle theft cases
- Identification of suspect vehicles in commercial, residential and vehicle burglary cases
- Providing extra patrol of Town parks during day and night time hours
- Arrests for illicit drug use on Town owned property - Park Ave & Parks



# SkyView – Real Time Crime Center Camera System

Actual Image of armed business robbery suspects, SkyView and LPR apprehension



# Automated License Plate Readers

System was used and integral part of criminal investigations ranging from;

- Homicide investigations
- Tracking of and recovery of stolen vehicles
- Identification of suspect vehicles in vehicle theft cases
- Identification of suspect vehicles in commercial, residential and vehicle burglary cases





# Automated License Plate Readers

- PBSO's Real Time Crime Center (RTCC) monitors tag readers, receives information which is then vetted and disseminates to law enforcement officers in the field.
- RTCC currently operates 40 hours a weeks



# Automated License Plate Readers

RTCC was instrumental in the following cases during their operational period:

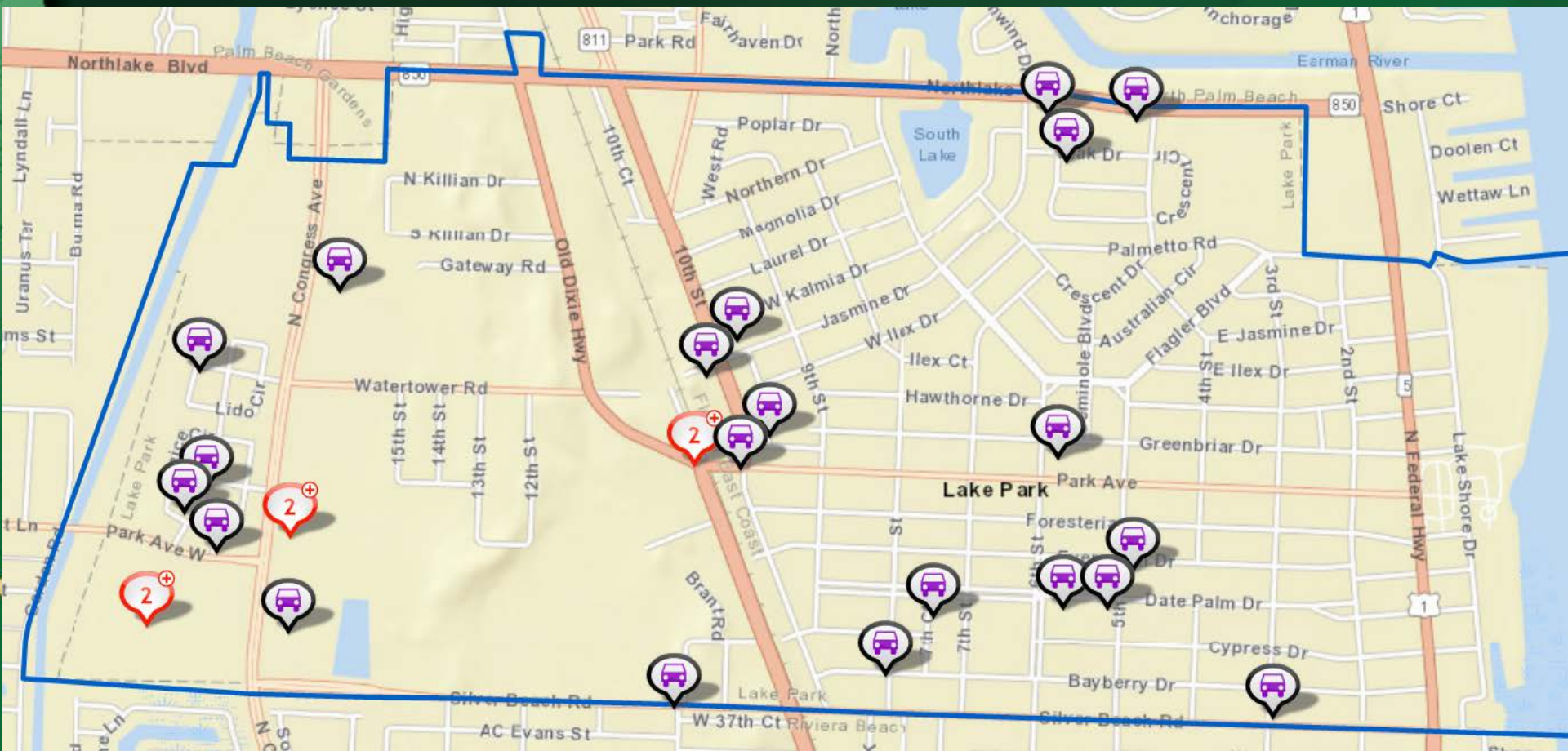
- Received 11,308 Tag Reader Alerts
- 10 Stolen Tag Recoveries
- 8 Stolen Vehicle Recoveries with 10 arrests made
- Processed 115 Stolen Tag Alerts
- Processed 22 Stolen Vehicle Alerts
- Processed 3 Missing Person Alerts



# Automated License Plate Readers

PBSO Jurisdiction stolen vehicle recoveries for 2019 - 30

Map does not account for vehicles recovered which were stolen from other jurisdictions i.e.; Riviera Beach PD, West Palm Beach PD, etc.



# Automated License Plate Readers



Actual image of a stolen vehicle detected by the LPR System; deputies engaged the vehicle which fled from them at a high rate of speed. Due to weather, traffic conditions and in accordance with PBSO policy for the public's welfare, the pursuit was terminated.

The stolen vehicle never returned to Lake Park after the incident.



# Automated License Plate Readers



Surveillance from Theft

A silver Chrysler PT Cruiser (Y98-GRT) was being used to commit multiple enclosed trailer Burglaries in the industrial parks of Lake Park and Riviera Beach.

Three separate business incurred losses totaling \$4,000.

Charles Carrington 06/03/66 was identified and arrested in connections with the burglaries and theft



Actual image of vehicle from LPR



Vehicle on apprehension of suspect



# Shot Spotter<sup>®</sup> System

From March 31<sup>st</sup> 2019 to December 31<sup>st</sup> 2019

4228 Incidents Recorded by Shot Spotter

Resulting in 51 Activations

- 14 Multiple Shot Detections
- 19 Single Shot Detections
- 18 Possible Shot Detections



# Shot Spotter<sup>®</sup> System

PBSO 19-146761

- Time of Shooting: 3:14 pm
- Response Time to Scene (2 deputies): 4 minutes 42 seconds
- 26 Rounds Fired – No Injuries, Property Damage Only
- 2 – 911 calls received
- SkyView Cameras & LPR System Capture Suspect Vehicle



# Shot Spotter<sup>®</sup> System

PBSO 19-146761





# Community Involvement & Engagement

- Lake Park Citizen's Academy – 6 Week Program
- Battle of the Badges Charity Kickball Game & BBQ (\$1000 Donated)
- Town of Lake Park Summer Camp Programs
- PBSO Sponsored and participated in the Lake Park Back To School Extravaganza
- PBSO Participated in the Family Health and Safety Expo
- Thanksgiving Turkey Drive
- Holiday Party and gift giveaway in collaboration with San Marco Villas



# Community Involvement & Engagement



25935



# Community Involvement & Engagement



# Community Involvement & Engagement



# 2020 – Quarter 1

**(Update) Homicide - January 2019:** A grand jury indicted Caleb Gilmore on charges of first-degree murder, attempted armed robbery and illegally possessing a gun stemming from the Jan. 2 shooting of the 32-year-old Carter. The indictment indicates that Gilmore tried to steal marijuana from Carter prior to shooting and killing him. **Arrest Made**

**Homicide - 1500 Blk Prosperity Farms Road: (Shot Spotter Activation)** Victim was driving through the parking lot of the shopping plaza when suspects drove up to the victim on a motorcycle and shot him thru the driver side window. **Broadus Peterkine and Divien Colson have been arrested on charges of first degree murder with a firearm, aggravated assault with a firearm, and shooting in to an occupied vehicle.**



# 2020 – Quarter 1

**Stolen Vehicle Recovery – 700 Blk Veneto Drive:** An LPR hit was received in the area of a stolen vehicle. The vehicle was located near Congress Ave and Park Avenue West. Upon sight of units, the driver fled and bailed out of the vehicle at the entrance to San Marco Villas. A perimeter was established and PBSO's helicopter located the driver hiding in the bushes at the back of the apartment complex. He was taken into custody without injury by a K9 unit. The vehicle was recovered and the suspect was charged with Grand Theft Auto and Resisting an Officer Without Violence. **Arrest Made**

**Stolen Tag / Carryin Concealed Firearm - Bayberry Drive @ 2<sup>nd</sup> Street:** On multiple occasions PBSO received LPR hits on a vehicle with a stolen tag traveling through Lake Park. The vehicle was located occupied by four subjects. The passengers was found in possession of a handgun in his front jacket pocket and was arrested for carrying a concealed firearm. Another loaded stolen handgun was located in the vehicle, other occupants released pending the DNA results from the stolen firearm. **Arrest Made**



# 2020 – Quarter 1

**Shooting 1000 Blk of 4<sup>th</sup> St:** Deputies responded to a Shot Spotter activation of nine gunshots in the area of 4t St. and Ilex Dr.

Through investigation; the use of the Shot Spotter, Lake Park SkyView System and LPR technology, the suspects and suspect vehicle were located and a traffic stop conducted on the vehicle. The shooter was arrested for Felon in Possession of a Firearm, Carrying a Concealed Firearm, Grand Theft of Firearm, multiple FTA Warrants, Discharging a Firearm in Public, Wearing a Mask during a Criminal Offense, Use/Display Firearm during a Felony. The driver of the car was also arrested for Felon in Possession of a Firearm, Probation Violation referenced to the original charge of - Carjacking with a Firearm and No Valid Drivers License. **2 Arrests Made**



# 2020 – Quarter 1

Theft / Vehicle Theft – Staples Office Supplies (LPR Assisted): Victim's trunk was open and she was in the process of loading a newly purchased printer, when two (2) suspects approached her and stolen her purse that she had placed in the shopping cart. The suspects fled on foot, going south before eventually returning to steal her vehicle as well. PBSO Aviation and South Florida Task Force units joined the investigation and maintained surveillance of the stolen vehicle. The suspects were processed and charged for the offenses of Petit Theft, Grand Theft (Auto), Burglary to Conveyance, Theft of Credit Cards and Trespassing. The suspects were later turned over to the JAC. The vehicle was turned over to the victim and was later removed from the scene by Sister's Towing. **2 Arrests Made**





# 2020 – Quarter 1

Located within Geographical Boundaries of Lake Park:

LPR Stolen Vehicle Recoveries: 11

LPR Stolen Tag Recoveries: 14



# Commission Comments or Questions?



# TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 6, 2020

Agenda Item No.

Agenda Title: Presentation by the American Red Cross regarding Services Available to the Town of Lake Park through a Mutual Aid Agreement

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

Approved by Town Manager [Signature] Date: 4/27/2020

Name/Title

Table with 3 columns: Originating Department (Human Resources), Costs (\$ -0-), Attachments (Copy of Presentation), Advertised (Not Required), and Yes I have notified everyone (BMT).

Summary Explanation/Background:

Jennifer Durrant and Samuel Pierre, Executive Director and Disaster Program Manager respectively for the Palm Beach and Martin Counties Chapter of the American Red Cross, will make a presentation regarding services available to the Town of Lake Park in follow-up to a disaster through a Mutual Aid Agreement, and will answer any questions that the Commission may have.

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



**American Red Cross**

Palm Beach and Treasure Coast

Response Guidelines: An  
Overview



## Mission

The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.



**American  
Red Cross**

# Our Services

Down the Street. Across the Country. Around the World.®



**Disaster  
Services**



**Blood  
Services**



**Preparedness,  
Health and  
Safety Services**



**Service to the  
Armed Forces**



**International  
Services**

## Most Common Disasters in Florida

Home Fires



Hurricanes



Thunderstorms



[RedCross.org/Prepare](https://www.redcross.org/prepare)





# Section 1: Blue Sky Activity & Response

## Individual & Community Preparedness

- ~~Home Fire Preparedness Campaign~~ **Suspended due to COVID-19**
- The Pillowcase Project
- Community Disaster Education
- Disaster Readiness Activities (training, exercises, etc...)



# Response: ~~Single & Multi Unit Residential~~ ~~Home Fires~~ — Adjusted due to COVID-19

## Response: What We Typically Do

### Up To 7 Families

- Routine response, handled at chapter level
- Direct Client Assistance for emergency related needs
- Based on livability
- Recovery & referral information

### 8 or More Families

- Direct client assistance still provided
- Prompts a senior management discussion regarding shelter options & cost effectiveness
- Factors include # of clients, duration of displacement, time of year, & shelter availability

# Red Cross Response Notification

- Event Occurs
- During interview, occupant agrees to or requests Red Cross assistance
  - Dwelling can be deemed livable or unlivable
- Responding agency notifies Red Cross
- Agency dispatch calls Red Cross dispatch line @ **561.650.9127**
- Once a response is deemed appropriate, Red Cross dispatchers contact DAT and provide information necessary to respond, deploy DAT
- DAT responders assess needs of clients and provide direct client assistance as needed
- Red Cross caseworkers follow up with client to continue providing disaster related assistance

# Response: Canteening

- Typically for longer duration responses (>4 hours)
- Serves 1<sup>st</sup> responders assisting with disaster response efforts
- Also serves shelter residents & others in need of hydration, snacks, & food as appropriate





- ❖ **Counties:** 67
- ❖ **Population:** 20.9 million
- ❖ **Housing units:** 9.4 million
- ❖ **2016 Tourism:** 98 million domestic & 14.8 million international

## Florida Facts

# Response: What We Typically Do

## ~~Response: Shelter Operations~~ Adjusted due to COVID-19

- Varies by county
- Red Cross does not manage evacuation shelters in both Palm Beach & Martin
- In recovery shelters, provide staffing, meals, snacks, water, & other necessary items for the safety and well being of clients (blankets, cots...)



# Response: What We Typically Do

## Response: Feeding

Red Cross provides food, drinks, and snacks to those affected by disasters of all types. Feeding is offered to all who need it during an event, regardless of that person's role in the response and relief effort

### Fixed Site Feeding

- Takes place at locations in & near the disaster-affected area

### Mobile Feeding

- Uses emergency response vehicles & other vehicles to distribute prepared food to clients in their neighborhoods

# Response: What We Typically Do

## Response: Distribution of Emergency Supplies

- Provide items essential to basic survival, health, and sanitation as quickly and equitably as possible
- Items meet the specific, urgent needs of the disaster-affected community
- Based on event size and scope, response may be phased & multi-faceted
- Distribution methods are coordinated with partner agencies





# Response: What We Typically Do

## Response: Disaster Assessment

- The Red Cross conducts disaster assessment by observing, collecting, assessing, processing, and recording information related to disaster damage
- We conduct detailed disaster assessments for the purposes of client assistance

# Response: What We Typically Do

## Recovery & Client Casework

- A humanitarian process that assists disaster-affected individuals & families in their recovery
- Services are provided with the intent of helping clients bridge the gap between what they can accomplish on their own and what is necessary to allow them to move through the recovery process
- Services are provided upon a client's request, and they may overlap the response & recovery phases
- Building personal resilience and future preparedness while meeting their immediate disaster related needs are our ultimate goals

# Response: What We Typically Do Not Do

## Provide Facilities For Sheltering

- The Red Cross does not own any shelter facilities
- Partner with local agencies and organizations to utilize appropriate facilities in our efforts to provide assistance to clients
- We rely on local jurisdictions to provide security needed to ensure the safety and well being of our clients
- Shelter agreements are signed with all facilities to document partnerships
- Request local governments to include facilities in their disaster plans that are suitable for use after major disasters, for localized recovery efforts

# Legislated Transportation Incidents

Any event involving a mode of transportation that does any of the following:

1. Results in fatalities or injuries
2. Dislocates people
3. Separate family members
4. Damages or destroys homes

By the NTSB Federal Family Assistance Plan, Red Cross serves as lead in family care & crisis intervention.

1. Assign a rep to the Joint Family Support operations center
2. Assess the needs & available resources of other crisis support agencies
3. Provide/coordinate Child care, mental health, & spiritual care for survivors, families, and those involved in the response
4. Plan interfaith memorial services
5. Process all spontaneous volunteers
6. Establish a liaison w/ carrier at each supporting medical treatment facility

## Family Assistance Center (RC) / Family Assistance & Survivor Care Center (PBCEM)

Addresses the informational, psychological, spiritual, medical, and logistical needs of survivors and families

- Operations management
- Disaster mental health
- Disaster health services
- Disaster spiritual care
- Casework and recovery planning
- Mass care
- Public affairs

## Non-legislated mass casualty events

- A **Family Reception Center (FRC)** will be established within 2 hours of the incident.
- PBC Community Services is the lead, supported by ARC
- A **Facility Assistance & Survivor Care Center (FASCC)** will be established within 12 hours of the incidents OR beginning of next business day
- The Director of PBC Community Service or a designee will be the FASCC manager and reports directly to EOC via the mass care unit

# Non-legislated mass casualty incidents

## Red Cross roles & responsibilities include:

- ✓ Establish reunification through “safe and well” website
- ✓ Childcare (provide pre-screened providers)
- ✓ Disaster mental and spiritual care
- ✓ Mass Care (feeding and sheltering)

# Service to the Armed Forces Continuum of Care

The American Red Cross is there every step of the way for members of the military, veterans and their families.

ENLISTEE

VETERAN

## Information & Referral Services

- Connect with community resources throughout career

## Coping with Deployments

- Prepare families to navigate the separations throughout military life

## Emergency Services

- Deliver verified messages during emergencies at home
- Access to financial assistance and resources

## Military Hospital & Clinic Programs

- Provide comfort and build morale
- Enhance therapy programs

## VA Hospital Programs

- Provide comfort and build morale
- Enhance therapy programs

## Get to Know Us Before You Need Us

- Assure military families that help is always available

## Global Service Delivery

- All Red Cross services provided at home and at overseas installations

## Deployment Teams In-Theater

- Deliver emergency messages
- Provide on-the-ground comfort and build morale

## Reconnection Workshops

- Build skills for successful reintegration at home, work and in communities

## Veteran Services

- Provide information & referral services
- Assist with Veteran Appeals





# Emergency Messages & Critical Community Services

- Available 24/7/365
  - Emergency Communications with verified information
  - Provide Access to Financial Assistance
  - Follow-Up to ensure needs are met

**SAF CASEWORKER**



**Hero Care App**

**1-877-272-7337**

# International Services

## Core Services

- Education (Outreach, Briefings, Events & Special Projects)
- Restoring Family Links
- International Humanitarian Law

THANK YOU!



**JOIN** AMERICAN RED CROSS 

Jennifer Durrant

Executive Director

[Jennifer.Durrant@redcross.org](mailto:Jennifer.Durrant@redcross.org)

(772)284-9898

**Fire: 561.650.9127**

**Armed Forces: 1-877-272-7337**

# **Consent Agenda**

# TAB 3



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:**      **May 6, 2020**      **Agenda Item No.**

**Agenda Title: Test Virtual Commission Meeting Minutes of April 8, 2020.**

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

**Approved by Town Manager** Bambi McKibbin-Turner Digitally signed by Bambi McKibbin-Turner  
DN: cn=Bambi McKibbin-Turner, o=Town of Lake  
Park, ou=Assistant Town Manager/Human Resources  
Director, email=bturmer@lakeparkflorida.gov, c=US  
Date: 2020.04.17 10:42:14 -0400' **Date:** \_\_\_\_\_

*Vivian Mendez, MMC, Town Clerk*      Vivian Mendez, MMC Digitally signed by Vivian Mendez,  
MMC  
DN: cn=Vivian Mendez, MMC,  
o=Town of Lake Park, ou=Town  
Clerk,  
email=vmendez@lakeparkflorida.g  
ov, c=US  
Date: 2020.04.13 13:48:00 -0400'

**Name/Title**

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Clerk</b></p>	<b>Costs: \$ 0.00</b> <b>Funding Source:</b> <b>Acct. #</b> <input type="checkbox"/> Finance _____	<b>Attachments:</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	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. <b>Please initial one.</b>

**Recommended Motion:**    To approve the April 8, 2020 Test Virtual Commission Meeting Minutes.



**Minutes**  
**Town of Lake Park, Florida**  
**Test Virtual Commission Meeting**  
**Wednesday, April 8, 2020, 6:00 PM**  
**Via Zoom – Meeting ID 471678972**

The Town Commission met virtually using Zoom for the purpose of a Test Virtual Commission Meeting on Wednesday, April 8, 2020 at 6:00 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden, and Roger Michaud, Town Manager John O. D'Agostino, Assistant Town Manager/Human Resources Director Bambi McKibbon-Turner, Deputy Town Clerk Shaquita Edwards, and Town Clerk Vivian Mendez.

Town Clerk Mendez explained the purpose of the Test Virtual Commission Meeting was to confirm that everyone was able to connect using Zoom, and were able to see and hear one another. The Town Commission utilized Governor DeSantis Executive Order 20-69 – Emergency Management – COVID-19 – Local Government Public Meetings. This Executive Order allows:

**Section 2. Local government bodies may utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2., Florida Statutes.**

**120.54(5)(b)2, Florida Statute.**

2. Uniform rules for use by each state agency that provide procedures for conducting public meetings, hearings, and workshops, and for taking evidence, testimony, and argument at such public meetings, hearings, and workshops, in person and by means of communications media technology. The rules shall provide that all evidence, testimony, and argument presented shall be afforded equal consideration, regardless of the method of communication. If a public meeting, hearing, or workshop is to be conducted by means of communications media technology, or if attendance may be provided by such means, the notice shall so state. The notice for public meetings, hearings, and workshops utilizing communications media technology shall state how persons interested in attending may do so and shall name locations, if any, where communications media technology facilities will be available. Nothing in this paragraph shall be construed to diminish the right to inspect public records under chapter 119. Limiting points of access to public meetings, hearings, and workshops subject to the provisions of s. 286.011 to places not normally open to the public shall be presumed to violate the right of access of the public, and any official action taken under such circumstances is void and of no effect. Other laws relating to public meetings, hearings, and workshops, including penal and remedial provisions, shall apply to public meetings, hearings, and workshops conducted by means of communications media technology, and shall be liberally construed in their application to such public meetings, hearings, and workshops. As used in this subparagraph, "communications media technology" means the electronic transmission of printed matter, audio, full-motion video, freeze-frame video, compressed video, and digital video by any method available.

The Town Commission did not conduct any formal business. They just familiarized themselves with the Zoom platform.

**ADJOURNMENT**

There being no business to come before the Commission, the Town Clerk thanked everyone for participating. The meeting adjourn at 6:49 p.m.

---

Mayor Michael O'Rourke

---

Town Clerk, Vivian Mendez, MMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2020



# TAB 4



## Town of Lake Park Town Commission

### Agenda Request Form

Meeting Date: **May 6, 2020** Agenda Item No. \_\_\_\_\_

**Agenda Title: Virtual Regular Commission Meeting Minutes of April 15, 2020.**

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

Approved by Town Manager Bambi McKibbin-Turner Digitally signed by Bambi McKibbin-Turner  
DN: cn=Bambi McKibbin-Turner, o=Town of Lake  
Park, ou=Assistant Town Manager/Human  
Resources Director,  
email=turner@lakeparkflorida.gov, c=US  
Date: 2020.04.22 11:48:23 -0400' Date: \_\_\_\_\_

*Vivian Mendez, MMC, Town Clerk* Vivian Mendez, MMC Digitally signed by Vivian Mendez,  
MMC  
DN: cn=Vivian Mendez, MMC,  
ou=Town of Lake Park, ou=Town  
Clerk,  
email=vmendez@lakeparkflorida.gov,  
c=US  
Date: 2020.04.22 15:32:04 -0400'  
 Name/Title \_\_\_\_\_

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Clerk</b></p>	<b>Costs: \$ 0.00</b> <b>Funding Source:</b> <b>Acct. #</b> <input type="checkbox"/> Finance _____	<b>Attachments:</b> <b>Agenda Meeting Minutes Exhibits A-B</b>
<b>Advertised:</b> 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. <b>Please initial one.</b>

**Recommended Motion:** To approve the April 15, 2020 Virtual Regular Commission Meeting Minutes.



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, April 15, 2020, 6:30 P.M.  
**ELECTRONIC MEETING**  
Utilizing Communication Media Technology

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

PURSUANT TO THE AUTHORITY CONTAINED GOVERNOR DESANTIS' EXECUTIVE ORDER NUMBER 20-69, THE TOWN OF LAKE PARK TOWN COMMISSION WILL BE UTILIZING COMMUNICATION MEDIA TECHNOLOGY AS PROVIDED IN SECTION 120.54(5)(b)2. FLORIDA STATUTE.

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. **RESOLUTION(S) - ACCEPTING ELECTION RESULTS**
  - 1. Resolution No. 32-04-20 Accepting the Certified Results of the Municipal Election. Tab 1
- D. **SELECTING A VICE-MAYOR:**
  - 2. Selection of Vice-Mayor Post March 17, 2020 Municipal Election. Tab 2
- E. **SPECIAL PRESENTATION/REPORT:**
  - None

**F. 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.

- G. 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. March 18, 2020 Regular Commission Meeting Minutes.

Tab 3

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

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

**J. NEW BUSINESS:**

4. Resolution No. 33-04-20 Zoning in Progress pertaining to the Amendment and Development of Land Development Regulations and the uses applicable to the Town's C-3 Zoning District.

Tab 4

5. Discussion Item on Town of Lake Park Economic Stimulus Options for Struggling Businesses and Homeowners.

Tab 5

6. Distribution of the Annual Town Manager Performance Evaluation Form to the Town Commission.

Tab 6

**K. PUBLIC COMMENT:**

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

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

- M. REQUEST FOR FUTURE AGENDA ITEMS:**

- N. ADJOURNMENT:**

**Next Scheduled Regular Commission Meeting will be held on May 6, 2020**



**Minutes  
Town of Lake Park, Florida  
Regular Commission Meeting Minutes  
Wednesday, April 15, 2020, 6:30 PM  
Virtual Meeting via Zoom**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, April 15, 2020 at 6:30 p.m. Present were Mayor O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden, Roger Michaud, Town Manager John D'Agostino, Assistant Town Manager/Human Resources Director Bambi McKibbon-Turner, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

Mayor O'Rourke read the following:

PURSUANT TO THE AUTHORITY CONTAINED GOVERNOR DESANTIS' EXECUTIVE ORDER NUMBER 20-69, THE TOWN OF LAKE PARK TOWN COMMISSION WILL BE UTILIZING COMMUNICATION MEDIA TECHNOLOGY AS PROVIDED IN SECTION 120.54(5)(b)2. FLORIDA STATUTE.

**RESOLUTION(S) - ACCEPTING ELECTION RESULTS**

**1. Resolution No. 32-04-20 Accepting the Certified Results of the Municipal Election**

Assistant Town Manager/Human Resources Director McKibbon-Turner explained that the Ballot Question for the March 17, 2020 had passed.

**Motion: Commissioner Flaherty moved to approve Resolution 32-04-20; 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.

**SELECTING A VICE-MAYOR:**

**2. Selection of Vice-Mayor Post March 17, 2020 Municipal Election.**

**Motion: Commissioner Linden moved to nominate Kimberly Glas-Castro as Vice-Mayor; 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	X		
Mayor O'Rourke	X		

Motion passed 5-0.

**SPECIAL PRESENTATION/REPORT:**

None

**PUBLIC COMMENT:**

None

**CONSENT AGENDA:**

**3. March 18, 2020 Regular Commission Meeting Minutes.**

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

Vote on Motion:

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

Motion passed 5-0.

**PUBLIC HEARING – ORDINANCE ON FIRST READING:**

None

**PUBLIC HEARING – ORDINANCE ON SECOND READING:**

None

**NEW BUSINESS:**

**4. Resolution No. 33-04-20 Zoning in Progress pertaining to the Amendment and Development of Land Development Regulations and the uses applicable to the Town's C-3 Zoning District.**

Town Attorney Baird explained the item. He informed that two applications were pending in the C-3 Zoning District, and that the Commission had the authority to provide a waiver of exemption for the applicants. He explained that the Town was engaged in

planning with the Village of North Palm Beach regarding the Twin City Mall Site. Vice-Mayor Glas-Castro questioned if the adoption of Resolution No. 33-04-20 postponed the applications. Attorney Baird explained that the adoption of Resolution No. 33-04-20 would be postponed; however, Resolution No. 33-04-20 provides that the Commission may exempt pending applications. He explained that the Zoning in Progress would remain until the Commission chose to enact new regulations. Mayor O'Rourke questioned if the pending applications were exempt, would the applications be processed pursuant to the Town's current C-3 Zoning District. Attorney Baird explained that the applications would be processed pursuant to the Town's current C-3 Zoning District.

Vice-Mayor Glas-Castro requested to hear from staff regarding whether or not to exempt the pending applications. She questioned if the applications aligned with the objectives and vision for the C-3 Zoning District. Community Development Director Nadia DiTommaso explained that Tire Kingdom does not meet all of the vision detailed discussions. She explained that the Tire Kingdom applicant sought to incorporate some of the elements discussed during the Workshop Session. She referred to the residential development and explained that the Town had not received a complete site plan application. She explained that discussions were ongoing with the applicant regarding streetscape improvements, roadway connection, pedestrian connections, and elements discussed during the Workshop Session.

**Motion: Commissioner Michaud moved to approve Resolution No. 33-04-20 with exemptions for current pending applications; Commissioner Linden seconded the motion.**

Vice-Mayor Glas-Castro, "I won't be able to support the motion because I don't agree with the exceptions". Mayor O'Rourke asked Vice-Mayor Glas-Castro to elaborate. Vice-Mayor Glas-Castro explained that the residential developer had not submitted a complete application, and she did not believe the Tire Kingdom applicant aligned with the Town's objectives and vision.

Community Development Director DiTommaso explained that a formal application for the residential development had not been submitted. She explained that she could not proceed with additional discussion regarding the Tire Kingdom applicant due to a possible future Quasi-Judicial Hearing.

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 failed 0-5.

**Motion: Vice-Mayor Glas-Castro moved to approve Resolution No. 33-04-20 without exemptions for current pending applications; 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.

**5. Discussion Item on Town of Lake Park Economic Stimulus Options for Struggling Businesses and Homeowners.**

Assistant Town Manager/Human Resources Director McKibbon-Turner and Community Development Director DiTommaso explained the item. Community Development Director DiTommaso reviewed economic stimulus assistance programs as listed in the agenda request form summary explanation (see Exhibit "A").

Vice-Mayor Glas-Castro expressed concerns regarding new businesses in the Town of Lake Park and the overall economic recovery.

Commissioner Linden questioned Town Manager D'Agostino if he was aware of economic relief efforts for Towns/Cities with populations under 500,000 residents. Town Manager D'Agostino explained that he was unable to provide an answer because he was not aware of the aforementioned relief efforts. Discussion ensued regarding economic relief for residents and business owners. Mayor O'Rourke suggested waiving late fees and extending deadlines. He expressed concern for restaurants within the Town of Lake Park. He suggested that the Commission forward ideas via email to Assistant Town Manager McKibbon-Turner for discussion at a future meeting.

**6. Distribution of the Annual Town Manager Performance Evaluation Form to the Town Commission.**

Assistant Town Manager McKibbon-Turner explained that the purpose of the agenda item was to distribute to the Commission the Town Manager's annual evaluation form for 2020. She explained that the annual evaluation was also sent via email in fillable PDF to each member of the Commission. She requested the Commission complete the annual evaluation form and return the signed evaluation form via email directly to the Human Resources Department no later than April 24, 2020 for inclusion in the agenda packet for the May 6, 2020 Commission meeting.

**PUBLIC COMMENT:**

None

**FUTURE AGENDA SUGGESTIONS:**

**Discussion Item on Town of Lake Park Economic Stimulus Options for Struggling Businesses and Homeowners.**



**TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

**Town Attorney Baird** had no comments.

**Assistant Town Manager McKibbon-Turner** announced the following on behalf of Town Manager D'Agostino (see Exhibit "B").

**Commissioner Linden** Recognized Mayor O'Rourke and Vice-Mayor Glas-Castro as recipients of the 2020 Home Rule Hero Award by the Florida League of Cities. He thanked Assistant Town Manager McKibbon-Turner, Community Development Director DiTommaso, and Grants Writer/ Public Information Officer Merrell Angstreich. He suggested that the Town enhance its communication efforts to provide information to residents. He requested an update for the Teak Drive Traffic Study. Public Works Director Richard Scherle explained that the Traffic Engineers were delayed due to COVID-19, and that they are expected to present the final Town-wide Speed Study in May 2020. Assistant Town Manager McKibbon-Turner informed that the Town had engaged the services of OnSolve for use of the CodeRed Notification System. She explained that notices and information would be provided via text message to residents beginning April 16, 2020.

**Commissioner Michaud** acknowledged the efforts of the Town of Lake Park staff. He explained that he witnessed residents adhering to the Stay At Home Order and maintaining Social Distance.

**Commissioner Flaherty** Congratulated Mayor O'Rourke and Vice-Mayor Glas-Castro. He expressed well wishes for the Commission, Town Staff, and Lake Park Residents.

**Vice-Mayor Glas-Castro** thanked Town Staff for continuous efforts regarding the 2020 Census. She explained that she would share information received from Palm Beach County with Town Manager D'Agostino and Assistant Town Manager McKibbon-Turner regarding federal assistance.

**Mayor O'Rourke** recognized Grants Writer/ Public Information Officer Merrell Angstreich. He questioned if she would provide a brief message on social media platforms to direct residents to the Town's Website to opt-in to receive Official Town of Lake Park Notices. Commissioner Michaud and Town Manager D'Agostino offered their assistance to Grants Writer/ Public Information Officer Angstreich per the continued use of Nextdoor (Social Media Platform). Mayor O'Rourke explained the importance of the 2020 census, and a brief discussion ensued regarding community outreach efforts. Mayor O'Rourke congratulated Vice-Mayor Glas-Castro on her Hometown Hero Award.

**ADJOURNMENT**

There being no further business to come before the Commission and by unanimous vote, the meeting adjourned at 7:52 p.m.

\_\_\_\_\_  
Mayor Michael O'Rourke

\_\_\_\_\_  
Town Clerk, Vivian Mendez, MMC

\_\_\_\_\_  
Deputy Town Clerk, Shaquita Edwards, MPA, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2020



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 15, 2020

Agenda Item No. Tab 5

Agenda Title: Discussion Item on Town of Lake Park Economic Stimulus Options for Struggling businesses and homeowners.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager Bambi McKibbin-Turner Date: \_\_\_\_\_

Nadia Di Tommaso/Community Development Director Name/Title Nadia Di Tommaso

<p><b>Originating Department:</b></p> <p style="text-align: center;"><b>Community Development for the Town Manager's Office</b></p>	<p><b>Costs: \$ 0.00</b></p> <p>Funding Source: <b>N/A at this time</b></p> <p>Acct. # _____</p> <p><input type="checkbox"/> Finance _____</p>	<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>→ <b>SBA and Bridge Loan Assistance (along with latest SBA Paycheck Protection Program Loan)</b></li> <li>→ <b>Town Zoning Map identifying the CRA Area</b></li> </ul>
<p><b>Advertised:</b></p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> <b>Not Required</b></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 <b><u>ND</u></b></p> <p><b>**SBA/Bridge Loan program notification has been provided through several media outlets, including direct mail</b></p> <p><b>Please initial one.</b></p>

### **Summary Explanation/Background:**

COVID-19 came a surprise to everyone. With it, came unprecedented measures and impacts to businesses and homeowners that are estimated to continue to worsen for months to come. The business community has been disproportionately impacted by having to shutdown and layoff employees in order to protect the public's health, safety and welfare, which is everyone's number one priority at the moment. The Town of Lake Park is home to 800+ businesses and approximately 1,248 single-family parcels along with approximately 214 multi-family parcels (with approximately 3,242 housing units throughout the Town). For a smaller Town like Lake Park, this is a significant spread that may require financial (or other types) of mitigation to limit the long-term economic impacts like possible business closures; increased unemployed; and homeowner foreclosures that may have an impact on the Town as a whole. While we are fortunate to have had a significant upswing up until this point and we are hopeful that it continues in the best way possible, Staff believes the Town Commission should have a serious discussion on economic stimulus assistance that may be available Town-wide using the following outline that may assist in the discussion:

- (1) **SBA and Bridge Loan Assistance programs available Town-wide (business community):**  
These programs are not administered through the Town however, the related information (also enclosed with this agenda item as a reference) has been made available to the business community through our various media outlets, as well as through direct mail. All notification sent/published includes a standard message informing the businesses that the programs are subject to change, reminding them to always refer to the Town's official website for the most up-to-date information. This will ensure that anyone interested refers to our website for any additional programs that may become available as well.
  
- (2) **Smart Growth Recommendations for Recovery - applicable Town-wide (business community):**  
With a \$2 trillion emergency stabilization package already approved, Congress and their administration will continue developing other economic recovery legislation over the coming weeks and months. They will continue to need to prioritize immediate, emergency steps required to avert economic disaster, and secondly, they need to focus on catalyzing a long-lasting recovery in the wake of this prolonged crisis. The intent is to invest in a way that provides a foundation for long-term economic growth. Funds must go to investments that build lasting economic prosperity and ultimately help everyone have the opportunity to live in a place that is healthy, prosperous, and resilient. The Town Manager's Office and Community Development Office will be participating in a webinar geared towards policy proposals and economic growth on April 15 (during the day) and may have additional information available in this regard at the Town Commission meeting.
  
- (3) **Local Government Emergency Loans for Small Businesses in the CRA only (business community):**  
There have been some initial discussions with the Town Attorney on a similar program that is being crafted in North Carolina. There, it states that local governments have statutory and constitutional authority to establish a small business emergency loan program. The Town Attorney is researching the applicability to Florida law however, the intent will be, if legally possible, to work with a financial institution to administer a loan program to assist businesses located in the Community Redevelopment Area (CRA). This is anticipated to be a "last-resort" loan program after an applicant can demonstrate that they have exhausted all other assistance options through other State, Federal and outside agency programs. A Zoning Map that identifies the CRA is enclosed. The CRA is in a financial position where it may have funds to distribute to businesses in need, unlike areas outside the CRA that are funded through our General Fund, a Fund that already has the entire budget specifically allocated without the same flexibilities to collateralize like the CRA. The CRA will likely need to post some type of collateral to set up the

fund and a specific set of qualifying criteria would need to be determined along with claw-back provisions. This agenda item allows the Town Commission to opine on their interest in this type of CRA loan program, which of course would need to be presented to the CRA at their next regularly scheduled meeting in June.

**(4) Relaxation of Town Code Section 78-216 (Town-wide, business community) – Nonconforming uses of structures or of structures and premises in combination:**

(4) When a nonconforming use of a structure, or structure and premises in combination, discontinued or abandoned for six consecutive months or for 18 months during any three-year period (except when government action impedes access to the premises), the structure, or structure and premises in combination, shall not thereafter be used except in conformance with the regulations of the district in which it is located.

A perfect example of the above scenario is the (previous) Mitsubishi dealership at 572 Northlake Boulevard. This property has been operated as a car dealership for many years. The above provision would prohibit a car dealership to resume operations if it ceases operation for six (6) consecutive months (as one criteria listed). The dealership ceased operation on February 1, 2020. The property was under a sales contract with another car dealership who was interested in occupying the property. With the arrival of COVID-19 shortly thereafter, this sales contract fell through due to increased uncertainties. On August 1, 2020, the opportunity to re-instate a car dealership will be lost due to the current zoning district requirements. Staff is recommending that the Commission consider relaxing this Code Section, by allowing a 6-month extension (for a total of 12 months) for uses in similar scenarios so as to avoid having increased vacancies on parcels.

**If there is a desire to move forward with this item, Staff can bring back a Resolution for approval at our next available meeting. This would apply Town-wide.**

**(5) Community Beautification Improvement Program (CBIF) for homeowners Town-wide (residential community):** This program has historically set aside a minimum of \$10,000 annually to assist property owners in remedying code violations pursuant to certain criteria, including demonstration of financial hardship. Currently, the fund has \$98,360 available. While the Community Development Department has considered bringing forward a revised CBIF program for quite some time now, since it is still scheduled to come before the Town Commission at a future meeting, perhaps the Town can consider this pool of money (on a one-time basis) as an option to provide improvements that serve to enhance the residential community in order to maintain property values, and improve the quality of life, given our current health crisis scenario and the unintended impacts it will bring to communities with residents who have less disposable income, due to increased unemployment. Perhaps a recreational upgrade option that provides free activity and recreation to individuals and families who may experience difficulties participating in other paid activities due to the impacts of COVID-19. If the Town Commission is generally interested in the concept of Staff determining whether repurposing the funds is possible, Staff can research this option and explore project ideas and bring them back to the Commission for further discussion.

**(6) Any additional suggestions from the Town Commission**

**Recommended Motion: For discussion and possible direction pursuant to the information provided.**



Community  
Development  
Department

March 30, 2020

**DO NOT DISCARD**

**BUSINESS ASSISTANCE  
INFORMATION ENCLOSED, including  
IMPORTANT DEADLINES**

**CORONAVIRUS DISEASE 2019  
(COVID-19)**

---

**PLEASE VISIT THE TOWN  
WEBSITE:**

**[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)**

***for the most up-to-date information.***

*Our businesses are a part of our community fabric and we are here to help!*

*While the Town is not affiliated with any of the outside agencies listed, nor do we endorse, or take any responsibility for their individual application procedures, we encourage you to review the documentation provided.*

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

---

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)



Home Eligibility & Loan Process Application Resources FAQs

Search

Search

### Get Email Updates

[Click Here to get email updates](#)

### Loan Program Instructions

1. Review the eligibility requirements and loan process.
2. Gather the required support documentation.
3. Options for submitting an application include:
  - Apply online or
  - Download an application, complete it in full and submit it with the required support documentation by mail or courier to: Florida Department of Economic Opportunity, C/O Small Business Emergency Bridge Loan, 107 E. Madison Street, MSC-160, Tallahassee FL 32399-4120.
4. For assistance with completing the application, contact the Florida Department of Economic Opportunity toll-free at (833) 832-4494.

### Quick Links

[Florida SBDC Network](#)  
[Florida Department of Financial Services](#)  
[Florida State Emergency Response Team](#)  
[Florida Governor's Office](#)  
[SBA Disaster Assistance](#)

### Info Center

03/16/2020 Press Release: Governor Ron DeSantis Activates Emergency Bridge Loan Program for Small Businesses Impacted by COVID-19

03/19/2020 Press Release: FL 16353 - SBA Offers Economic Injury Disaster Loan

The Florida Small Business Emergency Bridge Loan Program is currently available to small business owners located in all Florida counties statewide that experienced economic damage as a result of COVID-19.

These short-term, interest-free working capital loans are intended to "bridge the gap" between the time a major catastrophe hits and when a business has secured longer term recovery resources, such as sufficient profits from a revived business, receipt of payments on insurance claims or federal disaster assistance.

The Florida Small Business Emergency Bridge Loan Program is not designed to be the primary source of assistance to affected small businesses, which is why eligibility is linked pursuant to other financial sources. Note: Loans made under this program are short-term debt loans made by the state of Florida using public funds – they are not grants. Florida Small Business Emergency Bridge Loans require repayment by the approved applicant from longer term financial resources.

### Loan Details

**Designated Disaster Areas:** All Florida counties statewide per Executive Order 20-52.  
**Qualified Applicant:** Applications will be accepted by qualified for-profit, privately held small businesses that maintain a place of business in the state of Florida. All qualified applicants must have been established prior to March 9, 2020, and suffered economic injury as a result of the designated disaster. Qualified small business applicants must be an employer business with 2 to 100 employees.

**Amount:** Up to \$50,000 per eligible small business. Loans of up to \$100,000 may be made in special cases as warranted by the need of the eligible small business.

**Term:** 1 year.

**Limitation:** Only one loan may be made per eligible business. All previous bridge loans received **MUST** be paid in full.

**Interest Rate:** Loans will be interest-free for the loan term (1 year). The interest rate will be 12% per annum on the unpaid balance thereafter, until the loan balance is repaid in full. Loan default is subject to a normal commercial collection process.

**Application Period:** Applications will be accepted by qualified Florida small businesses under this program through May 8, 2020, contingent on the availability of funds.

### Get Started

1. Review the eligibility requirements and loan process.
2. Gather the required support documentation.
3. Options for submitting an application include:
  - Apply online or
  - Download an application, complete it in full and submit it with the required support documentation by mail or courier to: Florida Department of Economic Opportunity, C/O Small Business Emergency Bridge Loan, 107 E. Madison Street, MSC-160, Tallahassee FL 32399-4120
4. For assistance with completing the application, contact the Florida Department of Economic Opportunity toll-free at (833) 832-4494.

Assistance to Florida Small Businesses  
Economically Impacted by COVID-19

### **Contact Information**

For questions regarding the Emergency Bridge Loan Program, please contact the Florida Department of Economic Opportunity by email at toll-free at (833) 832-4494 or email [FloridaBusinessLoanFund@deo.myflorida.com](mailto:FloridaBusinessLoanFund@deo.myflorida.com).

### **About the Emergency Bridge Loan Program**

The Florida Small Business Emergency Bridge Loan Program was first activated following Hurricane Andrew in 1992. It has been activated 26 additional times following disasters and has helped more than 4,750 small businesses statewide to receive more than \$157.5 million in assistance.

[Home](#)   [Eligibility & Loan Process](#)   [Application](#)   [Resources](#)   [FAQs](#)

© 2020 [floridadisasterloan.org](http://floridadisasterloan.org)





## Small Business Association Makes Disaster Loans Available To Florida Businesses Impacted By Coronavirus

Small businesses are an integral part of the fabric of Lake Park. Unfortunately, the COVID-19 pandemic has already begun to negatively impact small businesses here and across the country, and no one knows how long this will last. In order to help mitigate this situation, the Small Business Association (SBA) announced that, beginning today (March 19), small businesses located in Florida can apply for disaster loans.

These Economic Injury Disaster Loans are designed to help meet working capital needs caused by the coronavirus. Loans may be up to \$2 million, but the amount of each loan is determined by the SBA based on economic injury and other factors. Applicants must have a credit history acceptable to SBA and must demonstrate the ability to repay the loan. In addition, collateral is required for all loans over \$25,000. The interest rate, which is fixed for the life of the loan, is 3.75%.

For more information or to apply for a loan, please visit <https://disasterloan.sba.gov/ela>.

To see a list of resource partners that can provide application assistance, please visit [www.sba.gov/local-assistance/find/](http://www.sba.gov/local-assistance/find/).

The SBA Disaster Assistance Customer Service Center can be reached at 1-800-659-2955 (TTY: 1-800-877-8339) or by email at [disastercustomerservice@sba.gov](mailto:disastercustomerservice@sba.gov).

The Town of Lake Park will continue to make our residents and business owners aware of any programs that may be available to them during their crisis. We wish you and yours continued good health.



# Lake Park Zoning Map



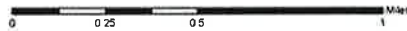
## Legend

- TOWN BOUNDARY
- Planned Unit Development Overlay
- NBOZ Overlay
- CRA Overlay
- FHMUDO Federal Highway Mixed Use District Overlay

- Zoning**
- C1 BUSINESS DISTRICT
  - C2 BUSINESS DISTRICT
  - C3 BUSINESS DISTRICT
  - C4 BUSINESS DISTRICT
  - CLIC CAMPUS LIGHT INDUSTRIAL & COMMERCIAL
  - CONSERVATION
  - MU MIXED USE
  - P PUBLIC DISTRICT
  - PADD PARK AVENUE DOWNTOWN DISTRICT

- R1 SINGLE FAMILY RESIDENCE DISTRICT
- R1A SINGLE FAMILY RESIDENCE DISTRICT
- R1AA RESIDENCE DISTRICT
- R1B TWO FAMILY RESIDENCE DISTRICT
- R2 MULTIPLE FAMILY RESIDENCE DISTRICT
- R2A MULTIPLE FAMILY RESIDENCE DISTRICT
- R3 MULTIPLE FAMILY RESIDENCE DISTRICT
- TND TRADITIONAL NEIGHBORHOOD DEVELOPMENT

Cahn, Giordano & Associates, Inc.



Map Date: 10/9/2016



Nadia Di Tommaso - Director  
 Community Development Department  
 Town of Lake Park  
 335 Park Ave., Lake Park, FL 33403  
 561-861-3319 / 561-891-3323 (fax)  
 ndiomaso@lakepark.florida.gov

**Exhibit "B"**

**TOWN MANAGER COMMENTS  
by Bambi Turner, Assistant Town Manager**

**APRIL 15, 2020 – TOWN COMMISSION MEETING**

Mr. D'Agostino is currently out of the office for an extended period of time, and the following announcements are being made on his behalf:

**FLC AWARD**

We are very pleased announce that Mayor O'Rourke and Vice Mayor Glas-Castro have been recognized with the 2020 Home Rule Hero Award by the Florida League of Cities for their tireless efforts throughout the legislative session to promote local voices making local choices, protect the Home Rule powers of Florida's municipalities, and to advance the League's legislative agenda. We congratulate both of them on this prestigious award and thank them for all they do on behalf of the Town of Lake Park. In acknowledging this award, Mayor O'Rourke and Vice Mayor Glas-Castro have stated that "It's nice to be recognized, but we have simply been doing the job that the voters of Lake Park elected us to do. Even though we're a small community, the Town of Lake Park is making itself known in Tallahassee, as we voice our concerns, interests and needs to the Legislature."

**COVID-19**

The Town is continuing to proactively follow the status of the COVID-19 here in the United States, Florida, Palm Beach County, and the Town of Lake Park. This is just a reminder that we have included a COVID-19 link on the homepage of our official website which contains the executive and emergency orders issued by the Florida Governor and Palm Beach County, as well other important news regarding this pandemic. According to the Florida Department of Health website as of 10 a.m. today there are five cases in the Town of Lake Park.

Our Public Information Officer continues to use various media (and this will now include CodeRED) to apprise the public, as well as the Town's staff and Commission, regarding State and County coronavirus-related Orders. She also regularly provides information that has the potential to benefit residents and small business owners during this difficult time, such as the availability of free food, small business loans and more. She will continue to make this information available for the duration of the crisis and, most likely, beyond as the community continues to recover.

For anyone who wishes to access the Florida Department of Health website and track the COVID-19 report, the link is: <https://floridahealthcovid19.gov>. At the tab at this website under "Current Situation in Florida", scroll down and click on "See the Report". There you can search this document for "Lake Park".

## **2020 CENSUS**

A reminder to complete the 2020 census was disseminated via Constant Contact last week. As of April 14<sup>th</sup>, Lake Park's 2020 Census response rate was 42.8%, which is a 4.4% increase from when our Public Information Officer sent this email out last Monday (Florida is 47.4 percent, Palm Beach County is 48.0 percent, so we are not very far behind). The new email (with information in English, Spanish and Creole) was sent via Constant Contact today.

Key census-related language, translated into Spanish and Creole, will be disseminated electronically and via hard copy for as long as census responses are being accepted.

Toward that end, a Town-wide residential mailing, marked "Important CENSUS information enclosed – OPEN IMMEDIATELY" will be sent out as soon as possible which will be in three languages.

Filling out the 2020 Census is required by law, it is strictly confidential and it will help Lake Park fund programs and important municipal services for all Town residents. And it only takes about 10 minutes to complete.

## **NPB Chamber Award**

The Palm Beach North Chamber of Commerce will celebrate its Annual Leadership Awards on June 25, 2020. Its extended deadline for the submittal of nominations for the following award categories is May 1, 2020:

- Business of the Year
- Community Leader of the Year
- Nonprofit of the Year
- Small Business of the Year
- Young Professional of the Year
- Gaeta Chairman's Award of Excellence

Staff reviewed potential nominees from 2019 and only Flagler Bank (which was nominated by the Town in 2019), Healthcare District of Palm Beach County, Palm Beach State College and Schumacher of North Palm Beach are members of the Chamber.

Because of its support for our Back to School Extravaganza and because it has its beginnings in the Town of Lake Park, it has been determined that Palm Beach State College will be our North Palm Beach Chamber Award nominee for the best nonprofit.

According to Wikipedia, Palm Beach State College was originally established in 1933 as Palm Beach Junior College. In 1948, Palm Beach Junior College moved to Morrison Field, a deactivated Army Air Force base, which is now Palm Beach International Airport. In 1951, the college relocated to the Lake Park Town Hall.

### **MARINA REPAIR**

In early April, the Town received final engineering drawings for the emergency repair of the marina outfall pipe and seawall. Due to the emergency nature of the pipe defect, a qualified, responsible and vetted contractor was immediately engaged on an emergency basis at the direction of the Town purchasing agent (the Town Manager and Acting Town Manager) in accordance with the Town's purchasing ordinance. Emergency repairs are expected to begin on Tuesday, April 21, and are anticipated to take 7-10 days to complete. These repairs will eliminate the threat of pipe and seawall failure which would potentially inundate 280 acres of Town residential neighborhood plus the US1 roadway. At the May 6, 2020 regular Commission meeting, an agenda item will be presented as formal notification of this work with full engineering details. The cost for this repair is just under \$42,000 and is being completely funded by the Stormwater Enterprise Fund. Additionally, we expect to follow-up with FDOT on cost sharing for this repair as soon as the immediate threat to the Town is eliminated. But because it is anticipated that this work will commence prior to May 6<sup>th</sup>, we are advising the Commission of this project now.

### **PROPERTY OF THE MONTH**

As a precaution since this requires a sign installation and photo op with the property owners, there will be no Property of the Month for May. We will consider a June award depending upon the COVID-19 situation.

### **EVENT POSTPONEMENT**

At the last Commission meeting, I provided a list of Town events canceled due to COVID-19. Added to this list is the Volunteer Dinner, which has been postponed and noted as such on the Town's website calendar.

# TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 6, 2020

Agenda Item No.

Agenda Title: Proclamations for Water Conservation and Water Reuse

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

Approved by Town Manager Bambi McKibbon-Turner Digitally signed by Bambi McKibbon-Turner  
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/  
Human Resources Director,  
email=bturmer@lakeparkflorida.gov, c=US  
Date: 2020.04.13 11:41:00 -0400 Date: \_\_\_\_\_

*Vivian Mendez – Town Clerk* Vivian Mendez, MMC Digitally signed by Vivian Mendez, MMC  
DN: cn=Vivian Mendez, MMC,  
o=Town of Lake Park, ou=Town Clerk,  
email=vmendez@lakeparkflorida.gov, c=US  
Date: 2020.04.13 11:25:02 -0400

<b>Originating Department:</b>  <p style="text-align: center;">Town Clerk</p>	<b>Costs: \$ 0.00</b> <b>Funding Source:</b> <b>Acct. #</b> <input type="checkbox"/> Finance _____	<b>Attachments:</b> <ul style="list-style-type: none"> <li>. Email request from Laura Corry</li> <li>. Proclamation for Water Conservation</li> <li>. Proclamation for Water Reuse</li> </ul>
<b>Advertised:</b> 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>UM</u> <b>Please initial one.</b>

Summary Explanation/Background:

The month of April is Water Conservation and Reuse month in the State of Florida. Most municipalities or Water Districts have or will submit the enclosed proclamations.

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

**From:** [Corry, Laura](#)  
**To:** [Corry, Laura](#)  
**Subject:** Water Conservation Month and Water Reuse Week Proclamations  
**Date:** Friday, February 14, 2020 2:28:25 PM  
**Attachments:** [2020 Sample Proclamation-1 \(1\).doc](#)  
[2020 sample proclamation reuseweek.doc](#)

---

**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!**

Dear Local Government and Utility Partners:

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

I have also attached a template for **Water Reuse Week**. WaterReuse Florida, the state section of the WaterReuse Association, has proclaimed the week of May 17-23, 2019 as Florida Water Reuse Week.

Thank you for your consideration.

*Laura R. H. Corry*  
**Acting Supervisor, Regional Representatives**  
**South Florida Water Management District**

**Office: (561) 682-6012**

**Cell: (561) 906-4641**



**Proclamation**

**Town of Lake Park, Florida**

**WHEREAS**, water is a basic and essential need of every living creature; and

**WHEREAS**, The State of Florida, Water Management Districts and the Town of Lake Park are working together to increase awareness about the importance of water conservation; and

**WHEREAS**, Town of Lake Park, Florida and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

**WHEREAS**, Town of Lake Park, Florida has always encouraged and supported water conservation, through various educational programs and special events; and

**WHEREAS**, every business, industry, school and citizen can make a difference when it comes to conserving water; and

**WHEREAS**, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

**NOW THEREFORE, BE IT RESOLVED** that by virtue of the authority vested in me as *Mayor of The Town of Lake Park, I, Michael O'Rourke, Mayor of the Town of Lake Park* do hereby proclaim the month of **April** as

**Water Conservation Month**

*Town of Lake Park, Florida* is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

**IN WITNESS THEREOF**, I, **Michael O'Rourke, Mayor** of the Town of Lake Park, Florida, have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 6<sup>th</sup> day of May, 2020.

---

Mayor, Michael O'Rourke

---

Town Clerk, Vivian Mendez

# Proclamation

## Town of Lake Park, Florida

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

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

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

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

**WHEREAS**, Florida has risen to be the national leader in water reuse -- reusing 797 million gallons of reclaimed water per day to conserve freshwater supplies and replenish our rivers, streams, lakes, and aquifers; and

**WHEREAS**, Florida's permitted reuse capacity is more than 1.7 billion gallons per day (approximately 67 percent of Florida's total permitted capacity for all domestic wastewater treatment facilities); and

**WHEREAS**, WaterReuse Florida, the state section of the WaterReuse Association, has proclaimed the week of May 17-23, 2020 as Florida Water Reuse Week; and

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

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

**NOW, THEREFORE**, be it resolved that by virtue of the authority vested in me as Mayor of the Town of Lake Park, Florida hereby supports WaterReuse Florida and proclaims May 17-23, 2020, as

### **WATER REUSE WEEK**

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

**IN WITNESS THEREOF**, I, **Michael O'Rourke**, Mayor of the Town of Lake Park, Florida, have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 6<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Mayor, Michael O'Rourke

\_\_\_\_\_  
Town Clerk, Vivian Mendez

# TAB 6



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:**      **May 6, 2020**

**Agenda Item No.**

**Agenda Title:**      **Proclamation – Support of the Guardian ad Litem Program.**

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

Digitally signed by Bambi McKibbon-Turner  
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/  
Human Resources Director,  
email=bturmer@lakeparkflorida.gov, c=US  
Date: 2020.04.17 12:00:17 -04'00'

**Approved by Town Manager** Bambi McKibbon-Turner      **Date:** \_\_\_\_\_

Digitally signed by Vivian Mendez, MMC  
DN: cn=Vivian Mendez, MMC, o=Town of Lake Park, ou=Town Clerk,  
email=vmendez@lakeparkflorida.gov,  
c=US  
Date: 2020.04.17 11:34:29 -04'00'

***Vivian Mendez – Town Clerk***      **Vivian**  
**Name/Title**                                      **Mendez, MMC**

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

**Summary Explanation/Background:**

At the February 5, 2020 Town Manager John D’Agostino asked Commission support of a Proclamation for the Guardian ad Litem Program, which they did. Attached is the proclamation. It will be mailed to Tonya Cajuste, who works with Speak Up for Kids of Palm Beach County, the exclusive nonprofit of the Palm Beach County Guardian ad Litem Program.

**Recommended Motion:**    **I move to support the Guardian ad Litem Program proclamation.**

**A PROCLAMATION OF THE TOWN OF LAKE PARK, FLORIDA, EXPRESSES THE SUPPORT OF THE PALM BEACH COUNTY GUARDIAN AD LITEM PROGRAM AND SPEAK UP FOR KIDS OF PALM BEACH COUNTY PROCLAIMING THE MONTH OF MAY**

**GUARDIAN AD LITEM, SPEAK UP FOR KIDS, and FOSTER CARE APPRECIATION MONTH**

**WHEREAS**, the Guardian Ad Litem Program is a force of volunteers who advocate on behalf of children who have been abused, neglected, or abandoned by their caregivers; and

**WHEREAS**, Speak Up for Kids of Palm Beach County serves as exclusive nonprofit support funding wellness, normalcy, and therapeutic initiatives for children in care; and

**WHEREAS**, in 1984 Palm Beach County adopted the program and began with 15 volunteers and currently has a corps of greater than 600 volunteers serving the nearly 1,600 children in care; and

**WHEREAS**, in 2008 Speak Up for Kids of Palm Beach County was founded to fund gaps in needed services for child victims served by the Guardian ad Litem Program; and

**WHEREAS**, to illustrate the magnitude of the financial benefit of the collaboration between the Guardian Ad Litem Program and Speak Up for Kids brings to Florida, the services donated by Guardians across the state save Florida over \$18M in salaries and mileage reimbursement costs. That is greater than \$1M for Palm Beach County alone. The Guardian Ad Litem Program and Speak Up for Kids are making an impact in children's lives and the return on investment the program brings to the county is unparalleled; and

**WHEREAS**, THE TOWN OF LAKE PARK, known as *The Jewel of the Palm Beaches* is a dynamic and vibrant city with lush green-scapes, natural beauty, and a rich history. The town is known to have a history of recognizing the efforts of people and organizations that contribute to the greater good. This fact is not lost on Speak Up for Kids or Guardian ad Litem leadership which are both honored to join forces and collectively build awareness around and advocate for the best interests of Palm Beach County's most vulnerable; and

**WHEREAS**, the Guardian Ad Litem Program and Speak Up for Kids are hereby recognized for their joint efforts and successes in standing united to ensure local children thrive,

**NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN OF LAKE PARK, FLORIDA, assembled in regular session this 6 day of May 2020, that in Palm Beach County the Month of May is hereby proclaimed**

**Speak Up for Kids, Guardian ad Litem Month, and Foster Care Appreciation**

---

Mayor, Michael O'Rourke

---

Town Clerk, Vivian Mendez

# TAB 7



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** 5/6/2020

**Agenda Item No.** -2020

**Agenda Title:** FISCAL YEAR 2019/2020 BUDGET  
ADJUSTMENT FOR THE GENERAL FUND

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

**Approved by Town Manager** Bambi McKibbin-Turner Digitally signed by Bambi McKibbin-Turner  
DN: cn=Bambi McKibbin-Turner, o=Town of Lake Park,  
ou=Assistant Town Manager/Human Resources Director,  
email=btturner@lakeparkflorida.gov, c=US  
Date: 2020.04.23 13:39:28 -0400 **Date:** \_\_\_\_\_

**Finance Director** Lourdes Cariseo Digitally signed by Lourdes Cariseo  
DN: cn=Lourdes Cariseo, o=Town of Lake Park, ou=Finance  
Department, email=lcariseo@lakeparkflorida.gov, c=US  
Date: 2020.04.22 17:05:26 -0400

<b>Originating Department:</b> <b>FINANCE</b>	Costs: \$4,000 Funding Source: Budget Adjustment [ X ] Finance <i>LCariseo</i>	<b>Attachments:</b> <b>Resolution,</b>
<b>Advertised:</b> Date: _____ Paper: _____ [ X ] 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>LC</u> <b>Please initial one.</b>

**Summary Explanation/Background:**

At the December 18, 2019 Town Commission meeting a presentation was made by Onsolve LLC, outlining the company's CodeRed notification system. Since then, and pursuant to Ordinance 4-2020 establishing the state of emergency for the Town of Lake Park in view of the COVID-19 pandemic situation, the Acting Town Manager approved the budget adjustment to provide for this expenditure. The purpose of this agenda item is to formally advise the Town Commission of this action.

The budget for this service agreement is being transferred from the Town Managers' budget to Human Resources. The amount of the transfer is \$4,000.

The staff recommends adjusting the following expenditure accounts:

- Transfer from Professional Service 001-104-31000 \$4,000
- Transfer to Contractual Services 001-105-34000 \$4,000

**Recommended Motion:**

I move to adopt Resolution \_\_\_\_-20.

**RESOLUTION NO. 34-05-20**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2019-2020 AS PREVIOUSLY ADOPTED BY RESOLUTION 77-09-19; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town Commission of the Town of Lake Park (Town) has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2019 and ending September 30, 2020; and

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

**WHEREAS**, to implement this budget, the Town Commission appropriated funds by the adoption of Resolution No. 76-09-19 and set the millage rate for Fiscal Year 2019-2020; and

**WHEREAS**, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for fiscal year 2019-2020, which appropriated funds for the Town's expenditure pursuant to Resolution 77-09-19.

**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 supported herein.

**Section 2.** The Town Commission hereby approves an amendment to the General Fund as set forth in the attached Budget Adjustment Itemization which is attached hereto and incorporated herein as Attachment A.

**Section 3.** The Town Manager is hereby authorized to amend/transfer between departmental accounts provided, however, that total appropriated expenditures by fund do not exceed Commission authorized amounts.

**Section 4.** This Resolution shall become effective immediately upon its execution.



# TOWN OF LAKE PARK

**BUDGET ADJUSTMENT**  
**DEPARTMENT:**

ONSOLVE

**Adjustment No.:** \_\_\_\_  
**DATE:** \_\_\_\_ May 6, 2020

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
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Professional Services	001-104-31000	\$ 4,000.00	
Contractual Services	001-105-34000		\$ 4,000.00


SUB - TOTAL 

4,000	4,000
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Explanation: Budget amendment is from Town Manager's Department to the  
Human Resource Department.

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# TAB 8



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: May 6, 2020**

**Agenda Item No. -2020**

**Agenda Title: Notification of Emergency Procurement: Execution of the Onsolve Service Agreement for the Provision of CodeRED Notification Service to the Town of Lake Park**

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

Approved by <sup>ACTING</sup> Town Manager *Paul M. Gibson* Date: 4/22/2020

Name/Title

<b>Originating Department:</b>  <b>TOWN MANAGER</b>	<b>Costs: -0-</b> Funding Source: <input type="checkbox"/> Finance	<b>Attachments:</b> <b>Copy of Onsolve Service Agreement</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	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 <input checked="" type="checkbox"/> <b>Not applicable in this case</b> <b>x</b> <b>Please initial one.</b>

**Summary Explanation/Background:**

As a previous agenda item at this Commission meeting, the Town Commission was asked to approve by Resolution the Budget Amendment for the Onsolve Service Agreement for the provision of CodeRED notification service to the Town.

The purpose of this agenda item is to formally notify the Commission that pursuant to Ordinance 4-2020 establishing the state of emergency for the Town of Lake Park in view of the COVID-19 pandemic situation, the Acting Town Manager signed the Onsolve Service agreement for the provision of CodeRED notification service to the Town.

**Recommended Motion: N/A**



# ONSOLVE™

**SERVICE AGREEMENT**  
CodeRED®

This Service Agreement (the "Agreement") by and between Provider (as defined below) and Customer (as defined below) is made as of the last date signed on Exhibit B (the "Effective Date").

SERVICE ORDER	
GSA AGREEMENT- GSA CONTRACT #GS35F0253W	
<b>Provider Information:</b> ("Provider")	<b>Provider Name:</b> ONSOLVE, LLC <b>Entity Type:</b> Limited Liability Company <b>State of Organization:</b> Delaware <b>Provider Address:</b> 780 W. Granada Boulevard Ormond Beach, FL 32174
<b>Customer Information:</b> ("Customer")	<b>Customer Name:</b> <u>Town of Lake Park</u> <b>Entity Type:</b> <u>body politic</u> <b>State of Incorporation:</b> <u>Florida</u> <b>Customer Address:</b> <u>535 Park Avenue</u> <u>Lake Park, FL 33403</u>  <b>Business Contact/Title:</b> <u>John O. D'Agostino/Manager</u> <b>Phone:</b> <u>(561) 881-3304</u> <b>Email:</b> <u>jd'agostino@lakeparkflorida.gov</u>

<i>Please complete below if the Primary User is different from the Business Contact</i>	
<b>Primary User Name:</b>	John D'Agostino
<b>Phone:</b>	561-881-3300
<b>Email:</b>	JD'Agostino@lakeparkflorida.gov

<i>Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address above.</i>	
<b>Customer Invoice Name:</b>	Town of Lake Park
<b>Attention:</b>	Finance Department
<b>Address:</b>	535 Park Avenue
<b>City, State, Zip:</b>	Lake Park, Florida 33403
<b>Phone:</b>	561-881-3350
<b>Email:</b>	accountpayable@lakeparkflorida.gov
<b>Preferred method of receiving invoices:</b> <input type="checkbox"/> Email <input type="checkbox"/> US Mail	

DETAILED SERVICE DESCRIPTION	
Initial Term (commencing on Effective Date)	One (1) Year
Renewal Term(s)	One (1) Year
<b>CodeRED On-Demand Notification Service – GSA Contract Items - Unlimited</b>	
Annual Notification Subscription Fee:	\$4,000.00
<b>Additional Features – GSA Contract Items</b>	
Commercially Available Data	Included
One (1) annual Provider-assisted traditional import for Customer data	Included
Annual Foreign Message Translation Subscription Fee for up to three (3) languages, as selected on Schedule 1:	Included
Annual Cost for all Additional Features:	Included
<b>Initial Term Cost for all Additional Features:</b>	<b>Included</b>
<b>Initial Term Subtotal: \$4,000.00</b>	
<i>All amounts are stated in United States Dollars unless specifically indicated otherwise</i>	
<ul style="list-style-type: none"> <li>• GIS (Target Recipients by Geographic Location): <u>Town of Lake Park, Florida (the "Notification Area")</u></li> <li>• Up to <u>9,000</u> Recipients. A deviation above 10% in the number of Recipients shall result in increased pricing at Provider's then-current rates.</li> <li>• Annual Notification Subscription Fee includes <u>Unlimited</u> Message Units per year for Notifications sent via phone, SMS text or email.</li> </ul>	

• Provider reserves the right to increase the fees for any Renewal Term in an amount not to exceed five percent (5%) of the prior Initial Term or Renewal Term (as applicable).

ATTACHMENTS: EXHIBIT A - GENERAL SERVICE DESCRIPTION, EXHIBIT B - TERMS AND CONDITIONS, EXHIBIT C - ACCEPTABLE USE POLICY

ONSOLVE, LLC  
Signed: *Chad Trainor*  
Printed Name: Chad Trainor  
Title: Senior Director, Sales Ops & Sales Dev  
Date: 03/30/2020

CUSTOMER: TOWN OF LAKE PARK, FLORIDA  
Signed: *Rambi McKibbin-Turner*  
Printed Name: RAMBI MCKIBBIN-TURNER  
Title: ACTING TOWN MGR  
Date: 3/27/2020

Approved as to legal  
form and sufficiency

*Thomas J. Baird*  
Town Attorney  
Thomas J. Baird

**EXHIBIT A**  
**GENERAL SERVICE DESCRIPTION – CODERED®**

**Description of On-Demand Notification Service:** The Service is an on-demand alerting and response software-as-a-service (SaaS) for the Notification Area. Use of the Service is by subscription and does not require Customer to purchase, install or maintain any dedicated hardware or software. The Service allows any Initiator to send a single alert to thousands of Contacts simultaneously via a combination of familiar communication devices including the ability to capture real-time responses.

Customer can access and activate the Service using any of the following methods:

- **Web:** log in 24/7/365 at <https://www.onsolve.com/login/> to send alerts or to modify your account.
- **Phone:** call (866) 939-0911 for live operator assistance 24/7/365

**Description of Service.** With subscription, Customer receives:

- Up to the number of Message Units stipulated on Service Order of the Agreement, which can be used as described on the Service Order and in Exhibit B.
- Unlimited messaging via email and to the CodeRED Mobile Alert App.
- "Message Unit" means:
  - Sixty (60) seconds or less of connected call time in the Service. As an example, a call connected for ninety (90) seconds shall be equal to two (2) Message Units
  - SMS messages that are 140 characters in length. SMS messages over 140 characters in length are separated into multiple Message Units.
- Transaction Fee (as defined on Exhibit B) for unlimited Service (for refund purposes only, where applicable) is equal to \$0.09. Transaction Fee for Message Unit-based Service is equal to the Overage Message Unit price set forth on the Service Order
- Unlimited Initiators (those with role-based ability to access and activate the Service).
- Unlimited groups within accounts: A group is an alert distribution list.
- Standard upgrades. Standard upgrades include all maintenance releases.
- For optional features purchased (e.g. Conference Bridge, Bulletin Board) up to the number of Message Units stipulated on Service Order of the Agreement
- Absent separate purchase of Commercially Available Data from Provider, Customer is responsible to provide data for use in the Service, and Provider shall not be responsible for Customer's inability to use the Service due to Customer's delay in providing data.
- Customer may purchase professional services ("Professional Services"), such as installations, implementations, software testing, custom modifications, data services or international training sessions from Provider. Professional Services will be described in a separate statement of work

**Contact List Maintenance** Provider provides multiple ways for Customer to enter and maintain the Contact list at no additional charge:

- Community Notification Enrollment ("CNE") Page (public self-registration): Contacts may sign up on the CNE Page and enrollment information will be transferred to Customer. Customer acknowledges and agrees that Provider may notify such individuals that their data will be transmitted to Customer, and that the transmission of such data to Customer may render it public record and is subject to Customer's privacy policies. Customer agrees that it will be solely responsible for providing such privacy policies to these individuals and that Provider shall not be responsible for the individual contribution of contact information through the CNE page.
- Contact Group Enrollment Page (internal self-registration): Customer's internal Contacts may sign up on the Contact Group Enrollment Page and enrollment information will be transferred to Customer.
- Provider agrees that it will, upon termination of the Agreement and Customer's request, provided all Fees are paid in full, transmit in Provider's standard format any Community Notification Enrollment data received on or after the Effective Date and all Contact Group Enrollment data, one (1) time, to Customer at no charge.
- Traditional Import: For its initial population of the Contact list, Customer may supply Provider with a spreadsheet (flat-file format) of Contact list data. Customer Support will scrub (examine) the submission as a courtesy for discernible data exceptions, or errors in formatting or content that might interfere with the proper loading of data or use of the Service. Provider generally updates data provided via traditional import within two (2) business days after receipt of such data. Customer may utilize this traditional flat-file import no more than one (1) time per year at no additional cost, unless otherwise set forth on the Service Order.
- On-Demand Entry: Customer may enter or edit Contact data directly within the Service through the User interface.

**Customer Support.** Provider provides Customer with 24/7/365 live phone support at no extra charge. Customer may dial (866) 939-0911, or the local support number provided to you by Provider. At Provider's reasonable discretion, non-urgent after hours and off hours ("AHOH") inquiries may be deferred until conventional business hours to facilitate best handling.

**Training.** All training is customized and individual to the Customer. Provider training included with subscription at no extra charge:

- One (1) annual Initiator training session;
- Unlimited pre-recorded, web-based remote trainings
- New features training sessions; and
- Best practices feature training sessions (whenever applicable)

Provider Customer Support works with Customer to schedule training flexibly and to accommodate Customer's schedule. All training is conducted via Web meeting/conference call.

Customer may request additional sessions, or onsite training in lieu of Web-based training. Such training is billable at a base \$1,500 day rate (minimum half day fee applies). For any onsite training, Customer is responsible for all of Provider's reasonable and pre-approved travel/lodging/incidental expenses.

**Support Documentation.** Service documentation appears online. In addition to other online help documentation, Customer may download/print the current version of the Provider User Guide at any time.

**Description of Additional Features.** Customer may purchase (if set forth on the Services Order):

- **Commercially Available Data.** Provider shall include commercially available data (the "Commercial Data") for use by Customer in the Service. Provider will perform Commercial Data updates 3 to 4 times per year. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to Customer.
- **Foreign Message Translation.** All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Service will receive their selected FMT. Translation is supplied by a third party and is AS-IS.
- **CodeRED Weather Warning® ("CRWW")** - Includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Message Units.
- **Integrated Public Alert Warning System ("IPAWS") Submission App ("IPAWS App")**. Permits Customer to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, Customer agrees to provide Provider, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Provider. Customer authorizes Provider to use and keep such information on Provider's servers for the purpose of allowing Customer and Provider to access, use and test IPAWS through the IPAWS App. Customer acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Provider, and is the sole responsibility of FEMA; (b) Provider shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Provider shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Message Units
- **Bulletin Board.** Bulletin Board allows Customer to record messages by dialing an interactive voice response system. Customer may promote its assigned number, and callers may call to listen to the prerecorded messages. Bulletin Board will capture the caller's spoken responses and/or keypress information and provide a report in the Service. Upon termination or expiration of the Agreement, Provider will retain any numbers provided. Message Units for Bulletin Board will be deducted in sixty (60) second increments. All incoming calls whether made for the purpose of recording or listening to Notifications will result in call time deduction.
- **Conference Calling.** Conference lines are available on a first come, first serve basis. Conference lines are supplied by a third party and are AS-IS. Message Units for Conference Calling will be deducted in sixty (60) second increments. Each line invited into the call will result in call time deduction.
- **GIS Custom Map.** GIS information must be in a standard format recognizable and electronically transferable to the Service. A full GIS map must be provided by Customer for hosting by Provider in order to be used in the Service.

### SCHEDULE 1 – FOREIGN MESSAGE TRANSLATION

Please select **Three (3)** languages.

Selected Language
<input type="checkbox"/> Catalan (Catalan)
<input type="checkbox"/> Chinese (Simplified, PRC)
<input type="checkbox"/> Chinese (Traditional, Hong Kong S.A.R.)
<input type="checkbox"/> Chinese (Traditional, Taiwan)
<input type="checkbox"/> Danish (Denmark)
<input type="checkbox"/> Dutch (Netherlands)
<input type="checkbox"/> Finnish (Finland)
<input type="checkbox"/> French (Canada)
<input type="checkbox"/> French (France)
<input type="checkbox"/> German (Germany)
<input type="checkbox"/> Italian (Italy)
<input type="checkbox"/> Japanese (Japan)
<input type="checkbox"/> Korean (Korea)
<input type="checkbox"/> Norwegian, Bokmål (Norway)
<input type="checkbox"/> Polish (Poland)
<input type="checkbox"/> Portuguese (Brazil)
<input type="checkbox"/> Portuguese (Portugal)
<input type="checkbox"/> Russian (Russia)
<input type="checkbox"/> Spanish
<input type="checkbox"/> Spanish (Mexico)
<input type="checkbox"/> Spanish (Spain, International Sort)
<input type="checkbox"/> Swedish (Sweden)

Additional Languages for FMT may be purchased in blocks of three (3) languages for \$250/year, which shall not be prorated for any partial year.



**Exhibit B**  
**TERMS AND CONDITIONS**

**1. DEFINITIONS.**

- 1.1. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.
- 1.2. "**API**" means the application program interface for the Service.
- 1.3. "**API Contacts**" means an individual person whose information is stored in an external third party application database (not in the Service database) capable of only receiving and responding to Notifications. API Contacts are not permitted to log in to the Service. All API Contacts are included in Customer's total number of Contacts as set forth on the Service Order, whether or not they are transmitted to the Service.
- 1.4. "**Applicable Law**" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law, including US-EU Privacy Shield (where applicable).
- 1.5. "**Contact**" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own profile. Contact includes API Contacts.
- 1.6. "**Content**" means content, data, text, messages and other material contained in a Notification.
- 1.7. "**Data Processing Addendum**" means Provider's data processing addendum (if applicable) that is executed by the Parties under this Agreement.
- 1.8. "**Documentation**" means any official, applicable documentation that Provider provides to Customer (electronic or written) regarding the Service.
- 1.9. "**EU or Swiss Personal Data**" means Standard Personal Information of any European Economic Area (EEA) resident as defined under the General Data Protection Regulation (EU 2016/679) ("GDPR") and any national laws implementing the GDPR, regulations and secondary legislation, or of any Swiss resident as defined under the Swiss Federal Data Protection Act and Data Ordinance 2017, each as amended or updated from time to time.
- 1.10. "**Fees**" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.
- 1.11. "**Initiator(s)**" means an individual person or application authorized to create and issue Notifications.
- 1.12. "**Notification(s)**" means messages issued by an Initiator through the Service, whether or not responded to by Contact.
- 1.13. "**Sensitive Data**" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.14. "**Service**" means Provider's software-as-a-service, Internet-based and accessed notification service to set up and send Notifications.
- 1.15. "**Service Order**" means the service order to which these Terms and Conditions are attached, which describes the specific Service to be provided to Customer.
- 1.16. "**Standard Personal Information**" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.
- 1.17. "**Subscription Fee**" means the fees for access to and use of the Service, including any activation fees.
- 1.18. "**Transaction Fee**" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.
- 1.19. "**User**" means, collectively, Initiator(s) and Contact(s).

**2. SCOPE OF THE SERVICE.**

- 2.1. **Service.** Subject to these Terms and Conditions (this "Agreement"), including the Exhibits attached hereto, Provider shall provide Customer with access to the Service in accordance with Provider's Documentation. Customer will not, and will not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access to the Service, or remove, alter or obscure any product identification, copyright or other notices. Only Customer, its Affiliates' and their respective employees and agents may act as Initiators; all use of the Service by Customer, its Affiliates' and their respective employees and agents is subject to the restrictions set forth in this Agreement.
- 2.2. **Ownership and Service Components.** All rights not expressly granted to Customer herein are expressly reserved by Provider. The Service is and shall remain the exclusive property of Provider and its licensors. Customer represents and warrants it has the right and authority to provide Provider with the Content for use in connection with the Service and Provider agrees that Content shall be owned by Customer. Provider and its third-party providers shall have a royalty-free, worldwide, transferable, sub-licenseable license to use the Content to perform the Service. Provider may gather Service data for the purpose of optimizing the Service. This information includes data regarding memory usage, connection speed and efficiency. Users are subject to Provider's terms of service and privacy policy available on Provider's website, [www.onsolve.com/privacy-statement](http://www.onsolve.com/privacy-statement). Customer shall not, and shall not allow or assist any other entity to, create derivative works, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Service, except to the extent that Applicable Law prohibits such restrictions. Customer agrees that any suggestions, enhancement requests, recommendations, or other improvements (collectively, "Feedback") provided by Customer to Provider may be incorporated by Provider into the Service. Feedback is provided without warranty of any kind. Customer grants Provider the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat the Feedback, and the right to sublicense such rights to others. No compensation will be paid with respect to the use of Feedback.

2.3. **Contact Limit.** During the term of the applicable Service Order and for a period of one (1) year thereafter, Provider shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to inspect the number of Contacts. If Provider determines that Customer has exceeded the licensed number of Contacts, Customer shall pay Provider for the additional Contacts and the costs of such review within ten (10) days of Provider's invoice.

### 3. PAYMENT AND TAXES

3.1. **Payment.** Customer shall pay the Fees as set forth on the Service Order to this Agreement without setoff or deductions, within thirty (30) days from the invoice date. Payment shall be in advance, excluding any Transaction Fees which will be billed in arrears. Unpaid balances will be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, commencing on the date that payment was due.

3.2. **Taxes.** In addition to the Fees, Customer agrees to pay any taxes (including any VAT or sales tax), whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Service exclusive of taxes on Provider's net income.

3.3. **Message Surcharges.** Provider will not be liable to Customer, to any Contact or to any other person for any charges or fees that arise from sending or receipt of a Notification using the Service, including as a result of increases in pass-through charges by telecommunications providers.

### 4. TERM AND TERMINATION

4.1. **Term.** Unless earlier terminated in accordance with the terms of this Agreement, the Initial Term of this Agreement shall begin on the Effective Date and continue for the period set forth on the applicable Service Order. Upon completion of the Initial Term, this Agreement shall automatically renew for successive renewal terms (each a "Renewal Term") as set forth on the applicable Service Order, unless either party provides at least thirty (30) days' written notice that the Agreement will expire at the end of the Initial Term or then-current Renewal Term.

4.2. **Termination.** If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3. **Suspension.** Provider may suspend the Service: (a) effective immediately upon notice if Customer breaches any provision under Section 5 (Customer Obligations); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice that payment is past due. Such suspension shall not modify or lengthen the term of this Agreement or any then current Service Order, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4. **Effects of Termination.** Upon termination or expiration of this Agreement or upon request by an individual who has subscribed with Customer during the term (i) Provider will, upon written request of Customer, erase Customer data which Customer and Provider agree to be an exempt record pursuant to Chapter 119, Florida Statutes from the production servers controlled by Provider, as soon as technically feasible, upon request of an individual who has subscribed with Customer during the term, and upon Customer's request (1) shall discontinue processing such data; as soon as technically feasible, but in no event later than 90 days from the customer's request and (2) shall maintain the confidentiality of such data in accordance with this Agreement; and (b) Provider may retain report data (e.g., date/time of Notification and number of Notifications sent) necessary to support its billing and accounting records; (iii) Customer will immediately pay to Provider all amounts due and payable for Services delivered prior to the date of termination; (iii) Customer shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and, upon Provider's request, provide written notice that Customer has fully complied with this clause, and (iv) remedies for breach, rights to accrued payments and Sections 1 (Definitions), 2.2 (Ownership and Service Components), 2.3 (Contact Limit), 3. (Payment and Taxes), 4.4 (Effects of Termination), 5 (Customer Obligations), 6 (Confidentiality and Security), 8 (Indemnification and Responsibility), 9 (Limitation of Liability), and 10 (General) will survive. Upon termination of this Agreement for Customer's breach: (a) Customer will immediately pay to Provider all unpaid Fees that would become due under the then-current term if such termination did not occur; and (b) Provider shall retain any Fees paid to date. Upon termination of this Agreement for Provider's breach, Provider will refund an amount equal to the prorated amount of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

### 5. CUSTOMER OBLIGATIONS

5.1. **Customer Obligations.** The Service is subject to pass-through terms from certain telephony, facsimile, GIS and/or Short Message Service (SMS) vendors and as such, Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third-party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's vendors which would impact all of Provider's customers.

5.2. **Acceptable Use Policy.** Customer will use the Service in accordance with all Applicable Laws and the Acceptable Use Policy attached to the Agreement as Exhibit C.

5.3. **Data Security.** Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer; that Customer controls which data and Content is input through the Service and which data is sent and to whom such data is sent; and that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data. Accordingly: (i) Customer shall not under any circumstances, transmit or store any Sensitive Data to or through the Service; and (ii) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Service unless: (a) Customer is certified under the US-EU Privacy Shield Framework and complies with the Privacy Shield's principles in connection with the protection and handling

of its Standard Personal Information or Customer hereby represents to Provider that its protection and handling of Standard Personal Information is in compliance with the principles outlined in the US-EU Privacy Shield Framework, consisting of: Notice; Choice, Accountability for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; Recourse; Enforcement and Liability; or (b) Customer has executed the Data Processing Addendum, and in such case Customer shall fully comply with the Data Processing Addendum. Provider is certified under the US-EU Privacy Shield Framework and complies with the EU-US Privacy Shield principles in its handling and processing of Standard Personal Information.

## 6. CONFIDENTIALITY AND SECURITY.

6.1. **Confidential Information.** During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the Service, or by any other media ("**Confidential Information**"). Any information related to the Service, including Documentation, security information, and API information, shall be deemed to be Confidential Information of Provider, and any Content shall be deemed to be Confidential Information of Customer. Each party (the "**Receiving Party**") acknowledges that the Confidential Information of the other party (the "**Disclosing Party**") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use Confidential Information only for the purpose of performing under this Agreement, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities unless required to perform the terms of this Agreement, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if it: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Nothing in this Agreement will be deemed to require Provider to disclose any Confidential Information to Customer or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency or to prohibit the required disclosure of information pursuant to Chapter 119, Florida Statutes ("the Public Information Act"). The Customer will promptly notify Provider of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Provider in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Provider.

6.2. **Security.** Provider has put in place commercially reasonable information security procedures designed to protect and prevent unauthorized access to Content and Contact data. Provider will only process Content in accordance with the terms and conditions of this Agreement and Customer's instructions. Provider's security procedures include physical security, network security, hosted/data security and web security. Provider may modify its security procedures from time to time in accordance with changes to industry standards, but only in a manner that retains or increases the stringency of Provider's security obligations.

## 7. REPRESENTATIONS AND DISCLAIMER

7.1. **Mutual Representations.** Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations hereunder, does not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. **Additional Provider Representations.** Provider represents and warrants that: (i) the Service will conform in all material respects to Applicable Law, Provider's Documentation; and (ii) all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanlike manner consistent with industry standards.

7.3. **Disclaimer.** Provider makes no representation, warranty or guaranty, that the Service will work with, or be supported by, all protocols, networks, operating systems or environments; will be error-free; or that all Notifications will be delivered. Customer acknowledges and agrees that the Service is provided on a best efforts basis and is not designed, intended, authorized or warranted to be suitable for hosting life-support or EMT-based applications or other critical applications where the failure or potential failure of the Service can cause injury, harm, death, or other grave problems, including delays in getting medical care or other emergency services, and that any use of the Service to support such applications is fully at Customer's risk and Customer acknowledges that Provider will not have any liability for issues related to such use. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 8. INDEMNIFICATION AND RESPONSIBILITY

8.1. **Provider General Indemnification.** Provider will defend, indemnify, and hold harmless Customer and its employees ("Customer Indemnitees") from and against any and all third party actions, losses, awards, liabilities, claims, expenses, damages, settlements, fees, penalties and costs of every kind and description, including reasonable legal fees and government regulatory fines (collectively, "**Losses**"), arising from: (i) any gross negligence or willful misconduct by Provider; or (ii) any breach of Section 6 by Provider.

8.2. **Provider IP Indemnification.** Provider will defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses arising out of a claim that the Service directly infringes a copyright or patent issued as of the Effective Date, or other intellectual property right of a third party. The foregoing obligation of indemnification does not apply where: (a) Customer's use of the Service is not in compliance with the terms of this Agreement; (b) Customer has modified the Service or any part thereof without Provider's express, written authorization; (c) Customer has combined the Service with software, hardware, system, data, or other materials not supplied or authorized by Provider where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination

or the combination was provided for in the Documentation; (d) the Loss is as a result of Content or Contact data; or (e) Customer continues use of the Service after being provided modifications that would have avoided the alleged infringement. In the event Provider believes that the Service is, or is likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Service under this Agreement, (2) replace or modify the Service so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are feasible in spite of Provider's reasonable efforts, terminate this Agreement and refund a prorated portion of the Subscription Fees based on the days left in the Initial Term or then-current Renewal Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the Service.

8.3. **Customer Indemnification.** To the extent allowable by law, Customer agrees to indemnify, defend and hold harmless Provider and its Affiliates, licensors and suppliers from and against all Losses arising out of: (i) Customer's breach of Sections 5 and 6; (ii) third party claims that Customer's Content infringes on any intellectual property rights; or (iii) Customer's gross negligence or willful misconduct. Additionally, Customer's indemnification of Provider shall be subject to the provisions of S.768.28(5), Florida Statutes, including the monetary limitations set forth therein, which shall apply whether the underlying action sounds in contract or tort.

8.4. **Indemnification Procedures.** Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent.

## 9. LIMITATION OF LIABILITY

9.1. **Limitation on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO BREACH OF SECTION 5.2 or Section 5.3 (CUSTOMER OBLIGATIONS) OR SECTION 6 (CONFIDENTIALITY AND SECURITY) OR ANY OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION AND RESPONSIBILITY): (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOSS OF DATA, REVENUES, PROFITS OR OTHER ECONOMIC ADVANTAGE, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICE OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS EXCEED THE FEES ACTUALLY PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS OF SERVICE PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PROVIDER'S TOTAL CUMULATIVE LIABILITY FOR ANY BREACH OF SECTION 6 (CONFIDENTIALITY AND SECURITY) EXCEED THREE TIMES (3X) THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER REFERENCING THE RELEVANT CLAIM HEREUNDER. Customer understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

## 10. GENERAL

10.1. **Force Majeure.** Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.2. **Dispute Resolution.** Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy ("Dispute") arising out of or related to the performance of this Agreement or any Service Order to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. This Section shall survive the expiration or termination of this Agreement for any reason. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including attorneys' and experts' fees and costs.

10.3. **Publicity.** For the duration of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials identifying Customer as a purchaser of the Service. If Provider's expected use of Customer's name and/or logo includes more than basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

10.4. **Survival of Terms.** The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding indemnification and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under the Agreement.

10.5. **Independent Contractor.** Provider's relationship with Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will

have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.6. **Severability.** If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.7. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between Customer and Provider with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will be of no force or effect. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.8. **Notice.** All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to Provider's address on the Service Order, Attn: Legal, and to Customer's Business Contact on the Service Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

10.9. **Counterparts.** This Agreement may be executed in facsimile and in counterparts.

10.10. **Export Compliance.** The Service and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

10.11. **U.S. Government End Users.** As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.12. **Assignments.** Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

10.13. **Public Records.** Pursuant to section 119.0701, Fla. Stat. a) Provider shall maintain public records required by Customer to perform the services; b) upon request from Customer's custodian of public records, Provider shall provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; c) Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Provider does not transfer the records to Customer; d) upon completion of this contract, Provider shall transfer, at no cost, to Customer all public records in possession of Provider or keep and maintain public records required by Customer to perform the service. If Provider transfers all public records to Customer upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer upon request from Customer's custodian of public records, in a format that is compatible with the information technology systems of Customer.

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

PROVIDER: ONSOLVE LLC  
Signed: *Chad Trainor*  
Printed Name: Chad Trainor  
Title: Senior Director, Sales Ops & Sales Dev  
Date: 03/30/2020

CUSTOMER: TOWN OF LAKE PARK, FLORIDA  
Signed: *Bambi McKibron*  
Printed Name: BAMBI MCKIBRON-TURNER  
Title: ACTING TOWN MGR  
Date: 3/27/2020

Executed for Exhibits B and C

Approved as to legal  
form and sufficiency

*Thomas J. Baird*  
Town Attorney

Thomas J. Baird

**EXHIBIT C**  
**ACCEPTABLE USE POLICY**

**1. General Terms.**

1.1 All Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Content. Customer shall be responsible for, and under no circumstances will Provider or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Customer is responsible for: (i) any Notifications that are sent through its accounts (other than if caused by the Service itself or breaches by Provider); (ii) all Fees accruing from the use of the Service through its account, whether by its Affiliates and its and their employees and consultants; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.

1.2 Customer shall be responsible for procuring any necessary consents or having other legal basis to contact Contacts with respect to the provision of any data transmitted through the Service.

1.3 Customer shall use any data it uploads into the Service in accordance with any and all restrictions applicable to such data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Service in accordance with this Agreement and all Applicable Laws, including the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a Contact unless Customer has obtained such Contact's "opt-in" consent to receive, or Customer has other legal basis to send such Contact, pre-recorded, telephone and text Notifications using automated dialing equipment.

1.7 Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Customer's total Notifications to an individual Contact will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Service plan is necessary. Due to vendor requirements for ensuring Notifications sent by the Service are not blacklisted, Customer shall adhere to this fair use policy.

1.10 Customer will not send any Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.11 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service; (ii) use the Service in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in the Service which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.12 Customer may send SMS Texts in text format only.

1.13 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.14 Customer acknowledges that Provider may block Notifications (e.g., based on instructions from Contacts, carriers, aggregators, government agencies, etc.).

1.15 Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Service. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.

# TAB 9





**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: May 6, 2020**

**Agenda Item No.**

**Agenda Title: Notification of Emergency Procurement: Work Authorization to Sunshine Land Design, Inc. for Emergency Operations and Maintenance Repair to 72 Inch Stormwater Pipe and Bulkhead Wall at Lake Park Marina.**

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

- CONSENT AGENDA
- OLD BUSINESS

Bambi McKibbin-

**Approved by Town Manager**

Turner

**Date:** \_\_\_\_\_

April 14, 2020

**Richard Scherle / Public Works Director**

<p><b>Originating Department:</b> Public Works</p>	<p><b>Costs: \$41,877.50</b> Funding Source: Stormwater Fund Acct. # 402-46000 [ ] Finance _____ <b>Lourdes Cariseo</b> <small>Digitally signed by Lourdes Cariseo DN: cn=Lourdes Cariseo, o=Town of Lake Park, ou=Finance Department, email=LCariseo@lakeparkflorida.gov c=US Date: 2020.04.15 16:56:22 -0400</small></p>	<p><b>Attachments:</b></p> <ol style="list-style-type: none"> <li><b>Repair Cost Breakdown – bid as received from Sunshine Land Design, Inc.</b></li> <li><b>Emergency Procurement Justification – engineers’ formal technical memorandum indicating criticality of pipe failure.</b></li> <li><b>Technical Reference Materials, including Project Manual and engineering plans.</b></li> </ol>
<p><b>Advertised:</b> Date: _____ Paper: _____ <b>[X] Not Required</b></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 <b>Not applicable in this case</b>  <b>Please initial one.</b></p>

**Summary Explanation/Background:**

In March 2020, the Commission motioned to acknowledge the procurement of professional engineering services associated with a Stormwater pipe repair located at the Marina as a bona fide emergency. Recall, during the course of a routine operations and maintenance inspection, a critical pipe defect was observed which threatened to cause complete failure of the pipe. Failure of this pipe would result in 282 acres of upstream Lake Park residential neighborhoods potentially flooding, along with inundation of the US1 corridor through Lake Park. This agenda item seeks to notify the Commission that emergency construction work was approved to commence by the Town purchasing agent pursuant to Ordinance No. 09-2019, Section 2-249, in order to alleviate threat of substantial or potential loss to the Town.

The repair is being completed by the firm of Sunshine Land Design, Inc. at a cost of \$41,877.50. This cost represents a variance of less than 10% from the engineers' estimated cost of construction of \$38,662.50 and thus can be considered reasonable. Funding in the amount of \$41,877.50 is wholly derived from the Stormwater Enterprise Fund's Repair and Maintenance account. All work being performed by the contractor was and is being completed under constant and robust supervision by the Town's Stormwater engineering firm of WRMA, under the previously approved work authorization. This repair will alleviate the immediate threat of substantial loss to the Town and was unavoidable. In addition to the pipe repair, the immediately adjacent seawall problem will be repaired as well.

**Recommended Motion: N/A**

**SECTION 00003 – CERTIFICATION PAGE**

**CONTRACT DOCUMENTS FOR  
72-INCH OUTFALL POINT REPAIR & BULKHEAD WALL PANEL JOINT REPAIR  
AT LAKE PARK MARINA**

I certify that the contract documents contained in this booklet are the original contract documents and I have read and understood the conditions stated herein.

I further certify that I have received a copy of these contract documents and any additional information referenced to be a part thereof.

I further certify that I was afforded the opportunity to ask any question regarding the contract documents and engineering plans.

**CONTRACTOR:** SUNSHINE LAND DESIGN, INC

  
Authorized Representative (signature)

MARGARET FENTON - VICE PRESIDENT  
(print name and title)

**END OF SECTION**

## SECTION 00300 – BID FORM

### Article 7. ATTACHMENTS TO THIS BID

Section 7.01 The following documents are submitted with and made a condition of this Bid:

- A. List of Proposed Subcontractors (if any);
- B. List of Proposed Suppliers;
- C. State of Florida Contractor's License No.: CGC-1518885 ;
- D. A project schedule (basic list of dates) that identifies the major project milestones and planned durations, demonstrating substantial and final completion on or before the dates contained in the Bidding Documents.
- E. Section 00652 Reference Form (Complete the Form)

### Article 8. DEFINED TERMS

Section 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SECTION 00300 - BID FORM

Article 9. BID SUBMITTAL


Section 9.01 This Bid is submitted by:

A Corporation

Corporation Name: SUNSHINE LAND DESIGN, INC

State of Incorporation: FLORIDA

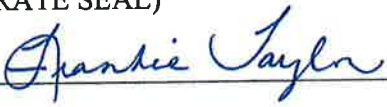
Type (General Business, Professional, Service, Limited Liability): GENERAL

By:  (Signature)

Name (typed or printed): MARGARET FENTON

Title: VICE PRESIDENT

(CORPORATE SEAL)

Attest:  , Frankie Taylor, Secretary

Date of Qualification to do business in the State of Florida is 07 / 01 / 1985

Bidder's Business Address:

3291 SE LIONEL TERRACE  
STUART FLORIDA, 34997

Phone No.: 772-283-2648

Fax No.: 772-283-8944

E-mail: MFENTON@SUNSHINELANDDESIGN.COM

SUBMITTED on APRIL 9, 2020.

State of Florida Contractor License No.: CGC-1518885

**SECTION 00300 – BID FORM**  
**72-INCH OUTFALL POINT REPAIR &**  
**BULKHEAD WALL PANEL JOINT REPAIR AT LAKE PARK MARINA**

Item No.	Item Description	Unit	Quantity	Unit Price	Total
1	Sawcut, Remove and Dispose of an Existing 15 LF Defective Section of 72-inch CAP	TON	1.00	\$ 1,500.00	\$ 1,500.00
2	Furnish and Install One Partial Section of 84-Inch Corrugated Aluminum Pipe, 12-Gauge, 3x1 Per Contract Plans (Remaining Portion of 84-Inch CAP Pipe to be delivered to Town of Lake Park following construction)	LF	15.00	\$ 500.00	\$ 7,500.00
3	Furnish and Install One Inch Steel Bolts and Nuts Per Contract Plans	EA	10.00	\$ 350.00	\$ 3,500.00
4	Weld Ten (10) 12-Inch Long Beads to fasten 84- Inch Pipe Section to 72-Inch Pipe Section Per Contract Plans	LS	1.00	\$ 1,500.00	\$ 1,500.00
5	Furnish and Install Filter Fabric On Point Repair Per Contract Plans	SY	20.00	\$ 50.00	\$ 1,000.00
6	Furnish and Install FDOT Road Base Material for Partial Backfilling of the Point Repair	CY	10.00	\$ 150.00	\$ 1,500.00
7	Temporary Removal of Manatee Grate, Re-Use Grate, Replace Existing Bolts and Nuts	LS	1.00	\$ 1,500.00	\$ 1,500.00
8	Internal CCTV Inspection of Completed Point Repair (Post Installation)	LF	50.00	\$ 5.00	\$ 250.00
9	Protect Existing FL Public Utilities Electrical Lines and Other Existing Utilities within the Limits of Construction throughout Construction	LS	1.00	\$ 450.00	\$ 450.00
10	Bulkhead Repair: Furnish 10 LF of Two (2) Half- Sections of 24-Inch Dia. PVC Pipe	LS	1.00	\$ 2,500.00	\$ 2,500.00
11	Bulkhead Repair: Vacuum Removal of Existing Sub-Grade Using Vactor Truck	LS	1.00	\$ 3,500.00	\$ 3,500.00
12	Bulkhead Repair: Furnish and Install Light Weight Hydraulic Cement to Seal Joint at Bulkhead (Per Contract Plans)	CY	4.00	\$ 1,500.00	\$ 6,000.00
13	Restore Irrigation in all Impacted Areas Following Construction	LS	1.00	\$ 750.00	\$ 750.00
14	Restore Existing Grades, Landscaping Sod Restoration, Furnish and Install Floratam Sod	SY	700.00	\$ 2.00	\$ 1,400.00
15	Owner Controlled Contingency (15% of Construction Cost, Items 1-14)	LS	1.00	\$ 4,927.50	\$ 4,927.50
16	Mobilization & Demobilization	LS	1.00	\$ 2,500.00	\$ 2,500.00
17	Temporary Floatable Turbidity Barrier	LF	30.00	\$ 50.00	\$ 1,500.00
18	Temporary Tree Protection (2 Palms)	LS	1.00	\$ 100.00	\$ 100.00
<b>GRAND TOTAL</b>					<b>\$ 41,877.50</b>

**NOTES:** Bidder shall include all required equipment, material, labor and other costs as necessary to perform the contract work in accordance with the plans and specifications.

**END OF SECTION**



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**FENTON, MARGARET HELEN**

SUNSHINE LAND DESIGN, INC.  
3291 SE LIONEL TERRACE  
STUART FL 34997

**LICENSE NUMBER: CGC1518885**

**EXPIRATION DATE: AUGUST 31, 2020**

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**TAYLOR, TIMOTHY RICHARD**

SUNSHINE LAND DESIGN, INC.  
3291 SE LIONEL TERRACE  
STUART FL 34997

**LICENSE NUMBER: CUC1223792**

**EXPIRATION DATE: AUGUST 31, 2020**

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SUNSLAN-03

CRZACA

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
4/13/2020

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).

<b>PRODUCER</b> <b>R V Johnson Agency, Inc.</b> 2041 SE Ocean Blvd Stuart, FL 34996		<b>CONTACT NAME:</b> Carol Rzaca - Ext. 233 <b>PHONE (A/C, No, Ext):</b> (772) 287-3366 <b>FAX (A/C, No):</b> (772) 287-4255 <b>E-MAIL ADDRESS:</b> crzaca@rvjohnson.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Southern Owners Insurance	
		<b>INSURER B:</b> National Indemnity Co.	
		<b>INSURER C:</b> StarStone National Ins Co. Harborside Financial Ctr	
		<b>INSURER D:</b> Bridgefield Employers Ins.	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Blanket Addl Ins</b> <input checked="" type="checkbox"/> <b>Blanket Waiver</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			72436125	7/30/2019	7/30/2020	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			74APB003312	7/30/2019	7/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			170854191ALI	8/10/2019	7/30/2020	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$ <b>1,000,000</b>
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	830-56011	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$ <b>1,000,000</b> E.L DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is included as additional insured

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
<b>Town of Lake Park</b> 535 Park Avenue 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 <i>Kelley Johnson</i>

**TECHNICAL MEMORANDUM  
TOWN OF LAKE PARK  
ASSET MANAGEMENT PLANNING APPROACH AND OUTFALL CRITICALITY ASSESSMENT**

---

**Subject:** Asset Management Planning Approach for O&M of Stormwater Assets  
**Date:** February 13, 2020  
**To:** Richard Scherle, Public Works Director  
**From:** Raul Mercado, PE, CFM (WRMA)  
**Copy to:** John Wylie, Stormwater Department

Strategic asset management provides a framework for the Town of Lake Park to adopt a systematic planning approach for dealing with problems related to Operations & Maintenance (O&M). It involves establishing a set of specific management procedures to ensure improved O&M of existing assets and a planned maintenance investment strategy that reflects the lowest projected total expenditure over the effective life of the asset or assets commensurate with or as defined by the community's (business) Capital Improvement Plan.

The asset management-based planning process must take into account the following:

- What assets are owned and what condition are they in?
- What is the remaining service life of the assets?
- What is the probability and consequence of failure associated with the critical assets?
- Which assets should be prioritized and when should they be rehabilitated?
- What is the whole life-cycle cost of different assets taking into account their capital investment and O&M costs?
- What is the most cost-effective approach for reducing risk and maintaining continuity of infrastructure investment?

Asset Management (AM) also provides the tools and rationale for asset renewal (Repair, Rehabilitation, or Replacement) by a determination of Condition and Criticality (CC). In determining C & C, two questions are important.

1. How likely the asset is to fail? (Condition)
2. What is the consequence if the asset does fail? (Criticality)

Asset Condition is one of the most important factors in determining an asset's likelihood of failure is the condition of the asset. As the asset's condition deteriorates, it will become much more likely to fail. It is important, therefore, to make the best attempt possible to give the assets a reasonable condition assessment. The condition assessment should also be updated over time, so that criticality can likewise be updated. Assets given a poor or fair condition rating are more likely to fail than those given an excellent or good rating. When the asset condition is combined with other factors, the community can begin to make predictions regarding the likelihood of a given asset failing.

Establishing the likelihood of asset failure entails determining the probability that an asset will fail the by consideration of these key factors:

- Asset Age
- Asset Condition
- Operational History

Condition of an asset is usually established by Closed-circuit television (CCTV) inspection. This is an effective method for determining the structural condition and operational characteristics of a pipeline in a stormwater collection system. CCTV inspection is conducted by inserting a small, inspection camera and transport unit to the line to be inspected and traversing the pipeline with the camera, while recording the condition of the pipeline on a video tape or DVD. For larger outfall pipes, a walkthrough is conducted for visual inspections and divers are used for conduits under water.

*Criticality* relates to the consequence of not addressing the condition of an asset as it ages and deteriorates. It has several important functions, such as allowing a community to manage its risk and in aiding in determining where to spend operation and maintenance dollars and capital expenditures. In terms of the consequence of failure, it is important to consider all the possible costs of failure. These include:

- Cost of repair,
- Social cost associated with the loss of the asset,
- Repair/replacement costs related to collateral damage caused by the failure,
- Legal costs related to additional damage caused by the failure, and
- Environmental costs created by the failure.

The consequence of failure can be high if any of these costs are significant or if there are several of these costs that will occur concurrently with a failure. The assets that have the greatest likelihood of failure and the greatest consequences associated with the failure will be the assets that are the most critical. **Figure 1** is a criticality equation model that defines asset criticality risk per the probability and the consequence of failure.

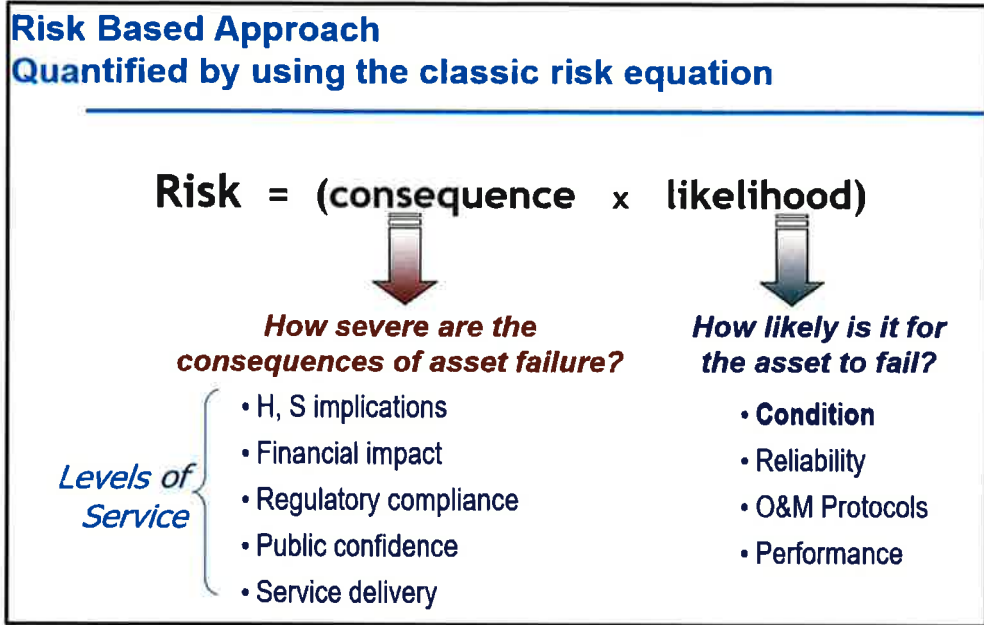


Figure 1- Risk Equation

Once the CCTV assessment and other C&C factors have been determined, a Business Risk Exposure Analysis can be performed to make a decision for asset repair, rehabilitation and/or replacement. Figure 2 shows a classic Business Risk Matrix.

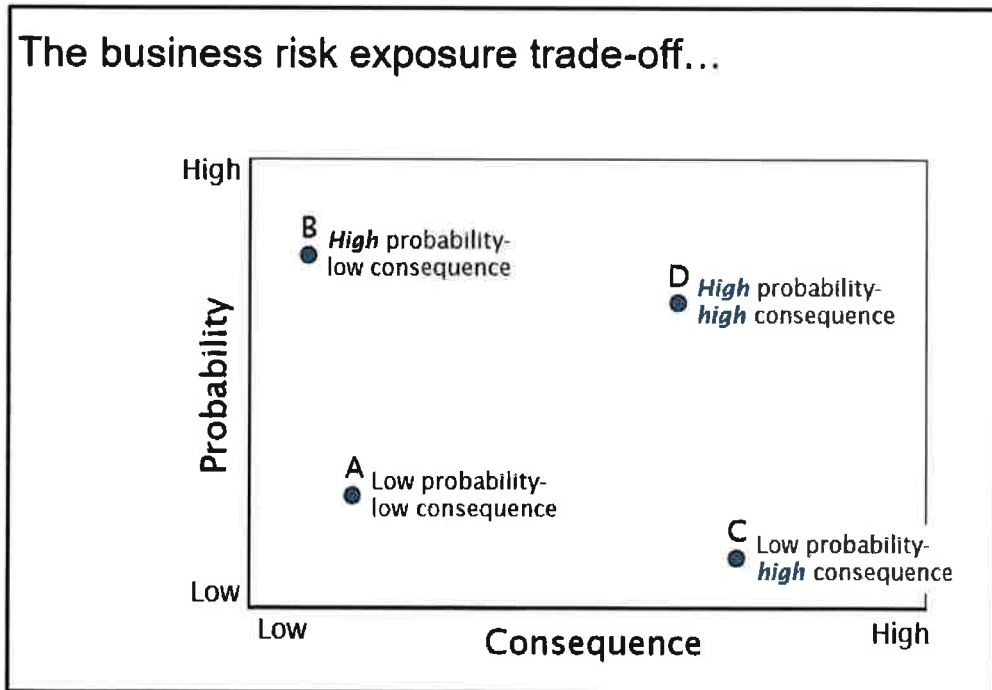


Figure 2 - Business Exposure Matrix

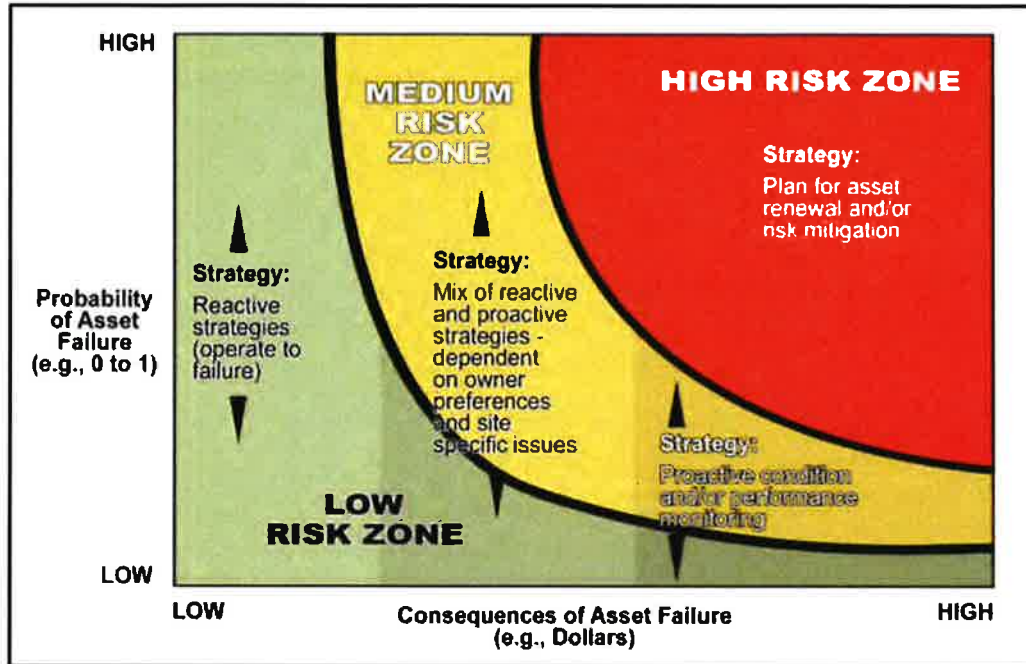


Figure 3 - Criticality Model that includes the strategies for addressing the level of risk exposure

**Figure 3 – Criticality Model**

Assets within the low risk zone can be maintained reactively (postponed), assets in the medium zone require more proactive maintenance, and assets in the red zone require immediate action (typically replacement).

**Southern 72” Outfall Condition and Criticality Assessment**

During a routine O&M inspection a localized soil subsidence was observed at a grassy area near the seawall at the Town’s marina and in the vicinity of the 72” CMP outfall discharging through the seawall. Further investigations indicated that the subsidence was aligned with the outfall pipe conduit and a visual inspection or CCTV was commissioned to a third party (Underwater inspection contractor).

Results of the visual and CCTV condition assessment inspection indicated that a 600-foot section of the outfall extending from just west of Lake Shore Drive to the seawall was found to have significant sub-structural and structural defects. The soil subsidence was found to occur due to a 17-inch soffit pipe joint separation that allowed the pipe to ex-filtrate and create the wetness. This location defect is considered to be a medium risk that requires a point repair.

A more significant defect was located at the pipe crossing of Lake Shore Drive. The pipe was found to have a 21-inch longitudinal deflection due to the dead weight of the road and the road’s dynamic traffic loading (heavy trucks).

Originally, the bridge was placed at the Lake Shore Drive crossing of a ditch discharging to the Lake Worth Lagoon. Sometime in the 1970’s, the ditch was filled and the 72- inch round outfall pipe was

installed along the ditch bed. However, it appears that no significant pipe cover was placed at the bridge crossing resulting in periodic pipe deflection.

Theoretically, a new pipe outfall is designed with a maximum 5% deflection after installation (3.6 inches for a 72-inch diameter pipe). The 21-inch deflection at the Lake Shore Drive crossing represents a deflection 6 times higher than allowed and generally associated with pipe failure.

The 72-inch round pipe deflection appears to be in a steady state condition (somewhat stable), more than likely a result of the deflection being restrained by the bridge abutments. This condition could remain in place for some time or change instantly based on structural design guidelines. Asset Management principles of Criticality can assist to make O&M decisions for this asset.

Applying a condition/criticality approach, this 72" outfall pipe asset was found to be in very poor structural condition for a pipe deflection segment of approximately 100 feet just east and west of the Lake Shore Drive bridge, with a high probability of failure. The consequence of failure would also have a high cost component including:

- Lake Shore Drive road collapse,
- Potential harm to pedestrian and vehicular traffic, and
- Precluding the discharge for a 282-acre upstream basin area including the potential inundation of US Highway 1 right-of-way and adjacent residential and commercial properties.

The AM analysis indicates that the 72- inch outfall pipe asset has a high risk of failure and needs immediate action (High Risk Zone). This includes:

- Lake Shore Drive road closure at bridge,
- Replacement of pipe section with severe deflection, and
- Point repair of the 17-inch soffit pipe joint separation.

Based on the results of the inspections conducted, and the aforementioned criticality assessment and consequence of failure (high), it is recommended that a repair project be developed by the Town and implemented on an emergency basis , in order to address the pipe defects as soon as is possible, maintain drainage service and restore Lake Shore Drive to normal traffic.

**ATTACHMENT C:**

**INCLUDED ARE THE FOLLOWING ITEMS:**

- 1. CONSTRUCTION MANUAL**
- 2. ENGINEERING PLANS**
- 3. ENGINEERS' ESTIMATED COST**



# BID DOCUMENTS AND SPECIFICATIONS PACKAGE

72-INCH OUTFALL POINT REPAIR &  
BULKHEAD WALL PANEL JOINT REPAIR  
Lake Park Harbor Marina  
Lake Park, FL

## POINT OF CONTACT:

Michael Mercado, PE  
Project Manager  
] 561.529.2075  
✉ mike.mercado@wrmaeng.com

📍 250 Tequesta Drive, Suite 302  
Tequesta, FL 33469





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### 72-INCH OUTFALL POINT REPAIR & BULKHEAD WALL PANEL JOINT REPAIR AT LAKE PARK MARINA

<u>Section</u>	<u>Description</u>
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00003	Certification Page
00004	List of Drawings
00020	Invitation to Bid
00100	Instructions to Bidder
00300	Bid Form
00500	Agreement
00630	Performance and Payment Bond
00650	Minimum Insurance Requirements
00652	Reference Form
00700	Standard General Conditions of the Construction Contract, EJCDC C-700
00801	Special Provisions
01600	Material and Equipment
01700	Contract Closeout

**END OF SECTION**

**SECTION 0003 – CERTIFICATION PAGE**

**CONTRACT DOCUMENTS FOR  
72-INCH OUTFALL POINT REPAIR & BULKHEAD WALL PANEL JOINT REPAIR  
AT LAKE PARK MARINA**

I certify that the contract documents contained in this booklet are the original contract documents and I have read and understood the conditions stated herein.

I further certify that I have received a copy of these contract documents and any additional information referenced to be a part thereof.

I further certify that I was afforded the opportunity to ask any question regarding the contract documents and engineering plans.

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (signature)

\_\_\_\_\_  
(print name and title)

**END OF SECTION**

**SECTION 00004 – LIST OF DRAWINGS AND SPECIFICATIONS**

**72-INCH OUTFALL POINT REPAIR & BULKHEAD WALL PANEL JOINT REPAIR  
AT LAKE PARK MARINA**

The Contract Documents includes the following Drawings:

SHEET NO.	DWG	DATE	TITLE
01 OF 13	G – 1	04/07/2020	COVER SHEET
02 OF 13	G – 2	04/07/2020	INDEX AND USER GUIDE
03 OF 13	G – 3	04/07/2020	GENERAL NOTES
04 OF 13	G – 4	04/07/2020	LEGEND AND ABBREVIATIONS
05 OF 13	C – 1	04/07/2020	PROJECT VICINITY MAP
06 OF 13	C – 2	04/07/2020	EXISTING SITE AND UTILITY PLAN
07 OF 13	C – 3	04/07/2020	EXISTING 72-INCH OUTFALL PLAN AND PROFILE
08 OF 13	C – 4	04/07/2020	PROPOSED POINT REPAIR PLAN AND PROFILE
09 OF 13	C – 5	04/07/2020	72" DIA. CAP POINT REPAIR CUT-OUT DETAIL
10 OF 13	C – 6	04/07/2020	72" DIA. CAP POINT REPAIR FASTENER & CONCRETE CAP-SEAL DETAIL
11 OF 13	C – 7	04/07/2020	EXISTING BULKHEAD PLAN AND TYPICAL SECTION DETAILS
12 OF 13	C – 8	04/07/2020	PROPOSED BULKHEAD REPAIR PLAN AND TYPICAL DETAILS
13 OF 13	ES – 1	04/07/2020	STORMWATER POLLUTION PREVENTION PLAN

**2020-2021 FDOT TECHNICAL SPECIFICATIONS**

Except as otherwise stated in the Contract Documents, all work will be performed in accordance with the Florida Department of Transportation FY2020-21 Standard Plans for Road and Bridge Construction and the 2020 edition of the FDOT Standard Specifications for Road and Bridge Construction. The Florida Department of Transportation Specifications noted above are hereby incorporated into the Contract Documents.

Section 9-2.1.1 and Section 9-2.1.2 pertaining to Fuels and Bituminous Materials Adjustments in Division I of the FDOT Standard Specifications For Road and Bridge Construction, 2020 edition, are deleted and are not applicable for this Contract.

The specifications contained in Division II and III of the FY2020-21 Standard Plans for Road and Bridge Construction, and the FDOT Standard Specifications for Road and Bridge Construction, 2020 edition, shall also apply to this Contract with the following exceptions: Sections 200-9, 200-10.2, 200-10.3, 234-10, 285-7, & 285-8 referencing thickness adjustments are deleted and are not applicable to this Contract.

**END OF SECTION**

**SECTION 00020 – INVITATION TO BID**

**72-INCH OUTFALL POINT REPAIR & BULKHEAD WALL PANEL JOINT REPAIR  
AT LAKE PARK MARINA**

**DATE:** April 9, 2020

**BID SUBMISSION DEADLINE:** 5:00 PM on April 17, 2020

All bids must be transmitted in either electronic format (PDF) OR hardcopy to:

Water Resources Management Associates, Inc.

Attention: Michael R. Mercado, PE

250 Tequesta Dr, Suite 302

Tequesta, FL 33469

(561) 529-2075 x2002 *Phone*

mike.mercado@wrmaeng.com *Email*

**DESCRIPTION OF WORK:** All work for the Project shall be accordance with the Drawings and Specifications. Bids shall be submitted for furnishing, delivering and installing all materials, equipment and/or services, including labor for the Work, which generally involves the following activities:

72-Inch Outfall Point Repair & Bulkhead Wall Panel Joint Repair At Lake Park Marina as shown on the list of drawings.

**CONTRACT TIME:** It is anticipated that the Contract will be awarded to the successful bidder in April 2020. Once a Notice to Proceed is issued the Contractor will have 7 calendar days to reach Substantial Completion, and an additional 7 calendar days to reach Final Completion (14 calendar days total).

**PROJECT MANUAL AND DRAWINGS:** All bids shall be prepared using the Bidding Documents, Drawings, and applicable technical specifications as referenced in Section 00801.

**PRE-BID MEETING:** No pre-bid meeting will be held, however, prospective bidders may visit the site at any time and submit questions relating to the bid documents in writing via email to: mike.mercado@wrmaeng.com. All questions must be received prior to April 15, 2020. Answers to all questions received prior to the question submittal deadline shall be provided to all bidders.

**BID SECURITY:** None Required

**PERFORMANCE AND PAYMENT BOND:** The Owner will require that the Contractor furnish a Performance and Payment Bond in an amount equal to 100% of the Contract Price. All Payment and Performance Bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

**END OF SECTION**

**SECTION 00100 – INSTRUCTIONS TO BIDDER**

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Article 4.	PRE-BID CONFERENCE .....	3
Article 5.	THE SITE .....	3
Article 6.	INTERPRETATIONS AND ADDENDA .....	3
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Article 9.	SUBCONTRACTORS, SUPPLIERS AND OTHERS.....	4
Article 10.	PREPARATION OF BID .....	5
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## SECTION 00100 – INSTRUCTIONS TO BIDDER

### Article 1. DEFINED TERMS

#### Section 1.01

Terms used in these instructions to Bidders have the meanings indicated in the General Conditions and Supplemental Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office* – Water Resources Management Associates, Inc., 250 Tequesta Drive, Suite 302, Tequesta, FL 33469, Phone (561) 529-2075 ext. 2002.

### Article 2. COPIES OF BIDDING DOCUMENTS

#### Section 2.01

Complete sets of the Bidding Documents may be obtained from the Issuing Office.

#### Section 2.02

Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

#### Section 2.03

Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

### Article 3. EXAMINATION OF BIDDING DOCUMENTS AND SITE

Section 3.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- E. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means,

## SECTION 00100 – INSTRUCTIONS TO BIDDER

methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner and/or Engineer is acceptable to Bidder; and,
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

### Section 3.02

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner and/or Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## Article 4. PRE-BID CONFERENCE

Section 4.01 No Pre-Bid Conference shall be held in relation to this bid.

## Article 5. THE SITE

Section 5.01 The site is identified in the bidding documents.

## Article 6. INTERPRETATIONS AND ADDENDA

### Section 6.01

All questions about the meaning or intent of the Bidding Documents received by 5:00 PM on April 15, 2020, will be considered. Questions will not be answered over the phone. Questions must be emailed and sent to: [mike.mercado@wrmaeng.com](mailto:mike.mercado@wrmaeng.com). Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda emailed to all parties recorded by Owner as having received the Bidding Documents. Questions received after 5:00 PM, April 15, 2020, may not be answered. Only questions

## **SECTION 00100 – INSTRUCTIONS TO BIDDER**

answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **Section 6.02**

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

## **Article 7. CONTRACT TIMES**

### **Section 7.01**

The times for Substantial Completion and readiness for final payment are to be set forth by Bidder in the Bid and will be entered into the Agreement (or incorporated therein by reference to the specific language of the Bid). It is anticipated that the Contract will be awarded to the successful bidder in April 2020. Once a Notice to Proceed is issued the Contractor will have 7 calendar days to reach Substantial Completion, and an additional 7 calendar days to reach Final Completion (14 calendar days total). The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion and be ready for final payment within the times designated in the Bid.

## **Article 8. SUBSTITUTE AND "OR-EQUAL" ITEMS**

### **Section 8.01**

The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

## **Article 9. SUBCONTRACTORS, SUPPLIERS AND OTHERS**

### **Section 9.01**

If the Supplemental Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

### **Section 9.02**

If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers,



## SECTION 00100 – INSTRUCTIONS TO BIDDER

individuals, or entities. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

### Section 9.03

Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

## Article 10. PREPARATION OF BID

### Section 10.01

The Bid Form is included with the Bidding Documents.

### Section 10.02

All blanks on the Bid Form shall be completed in ink (or typed in ink) and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.

### Section 10.03

A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

### Section 10.04

A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

### Section 10.05

A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

### Section 10.06

A Bid by an individual shall show the Bidder's name and official address.

### Section 10.07

A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown. All names shall be printed in ink below the signatures.

### Section 10.08

The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

## **SECTION 00100 – INSTRUCTIONS TO BIDDER**

### **Section 10.09**

Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

### **Section 10.10**

The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

## **Article 11. BASIS OF BID AND COMPARISON OF BIDS**

### **Section 11.01 Lump Sum Based on Estimated Quantities**

- A. Bidders shall submit unit prices for line items as shown in Section 00300 - Bid Form. Estimated quantities are provided. The total summation of the amounts for each line item shall be the Grand Total Lump Sum.

## **Article 12. SUBMITTAL OF BID**

### **Section 12.01**

With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the supporting documents identified in Section 00300 – Bid Form.

### **Section 12.02**

A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the invitation to bid and shall be submitted electronically by email or via U.S. Mail in a plainly marked package with the Project title, the name and address of Bidder, and all required documents.

## **Article 13. MODIFICATION AND WITHDRAWAL OF BID**

### **Section 13.01**

A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

## **Article 14. OPENING OF BIDS**

### **Section 14.01**

An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **Article 15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

### **Section 15.01**

All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid prior to the end of this period.

## **SECTION 00100 – INSTRUCTIONS TO BIDDER**

### **Article 16. EVALUATION OF BIDS AND AWARD OF CONTRACT**

#### **Section 16.01**

Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the unconditional right to modify or delete portions or segments of the Work from the Bid. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

#### **Section 16.02**

More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

#### **Section 16.03**

In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

#### **Section 16.04**

If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Owner and/or the Project.

### **Article 17. CONTRACT SECURITY AND INSURANCE**

#### **Section 17.01**

When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied with hardcopies of the performance and payment bond(s).

### **Article 18. SIGNING OF AGREEMENT**

#### **Section 18.01**

When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 7 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 7 days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings.

**END OF SECTION**

**SECTION 00300 – BID FORM**

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**SECTION 00300 – BID FORM**

**Article 1. BID RECIPIENT**

Section 1.01

The Owner and Owner's Representative are shown below. The Bid shall be submitted to the Owner's Representative:

Owner: Town of Lake Park  
Public Works Department  
Attn: John Wylie, Stormwater Manager  
650 Old Dixie Hwy  
Lake Park, FL 33403-3006  
Phone (561) 881-3345 x653

Owner's Representative: Water Resources Management Associates, Inc.  
250 Tequesta Drive, Suite 302  
Tequesta, FL 33469  
Phone (561) 529-2075, Fax (561) 401-9385  
Email: mike.mercado@wrmaeng.com

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**Article 2. BIDDER'S ACKNOWLEDGEMENTS**

Section 2.01

Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**Article 3. BIDDER'S REPRESENTATIONS**

Section 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
--------------	---------------

## SECTION 00300 – BID FORM

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner and/or Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

## SECTION 00300 – BID FORM

### Article 4. BIDDER'S CERTIFICATION

#### Section 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the outcome of the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### Article 5. BASIS OF BID

#### Section 5.01

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

### Article 6. TIME OF COMPLETION

#### Section 6.01

It is anticipated that the Contract will be awarded to the successful bidder in April 2020. Once a Notice to Proceed is issued the Contractor will have 7 calendar days to reach Substantial Completion, and an additional 7 calendar days to reach Final Completion (14 calendar days total).

**SECTION 00300 – BID FORM**

**Article 7. ATTACHMENTS TO THIS BID**

Section 7.01 The following documents are submitted with and made a condition of this Bid:

- A. List of Proposed Subcontractors (if any);
- B. List of Proposed Suppliers;
- C. State of Florida Contractor's License No.: \_\_\_\_\_;
- D. A project schedule (basic list of dates) that identifies the major project milestones and planned durations, demonstrating substantial and final completion on or before the dates contained in the Bidding Documents.
- E. Section 00652 Reference Form (Complete the Form)

**Article 8. DEFINED TERMS**

Section 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



**SECTION 00300 – BID FORM**

**Article 9. BID SUBMITTAL**

Section 9.01 This Bid is submitted by:

A Corporation

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

Attest: \_\_\_\_\_

Date of Qualification to do business in the State of Florida is \_\_\_/\_\_\_/\_\_\_.

Bidder's Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 2020.

State of Florida Contractor License No.: \_\_\_\_\_

**SECTION 00300 – BID FORM**

**72-INCH OUTFALL POINT REPAIR &  
BULKHEAD WALL PANEL JOINT REPAIR AT LAKE PARK MARINA**

<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Sawcut, Remove and Dispose of an Existing 15 LF Defective Section of 72-inch CAP	TON	1.00		
2	Furnish and Install One Partial Section of 84-Inch Corrugated Aluminum Pipe, 12-Gauge, 3x1 Per Contract Plans (Remaining Portion of 84-Inch CAP Pipe to be delivered to Town of Lake Park following construction)	LF	15.00		
3	Furnish and Install One Inch Steel Bolts and Nuts Per Contract Plans	EA	10.00		
4	Weld Ten (10) 12-Inch Long Beads to fasten 84-Inch Pipe Section to 72-Inch Pipe Section Per Contract Plans	LS	1.00		
5	Furnish and Install Filter Fabric On Point Repair Per Contract Plans	SY	20.00		
6	Furnish and Install FDOT Road Base Material for Partial Backfilling of the Point Repair	CY	10.00		
7	Temporary Removal of Manatee Grate, Re-Use Grate, Replace Existing Bolts and Nuts	LS	1.00		
8	Internal CCTV Inspection of Completed Point Repair (Post Installation)	LF	50.00		
9	Protect Existing FL Public Utilities Electrical Lines and Other Existing Utilities within the Limits of Construction throughout Construction	LS	1.00		
10	Bulkhead Repair: Furnish 10 LF of Two (2) Half-Sections of 24-Inch Dia. PVC Pipe	LS	1.00		
11	Bulkhead Repair: Vacuum Removal of Existing Sub-Grade Using Vacor Truck	LS	1.00		
12	Bulkhead Repair: Furnish and Install Light Weight Hydraulic Cement to Seal Joint at Bulkhead (Per Contract Plans)	CY	4.00		
13	Restore Irrigation in all Impacted Areas Following Construction	LS	1.00		
14	Restore Existing Grades, Landscaping Sod Restoration, Furnish and Install Floratam Sod	SY	700.00		
15	Owner Controlled Contingency (15% of Construction Cost, Items 1-14)	LS	1.00		
16	Mobilization & Demobilization	LS	1.00		
17	Temporary Floatable Turbidity Barrier	LF	30.00		
18	Temporary Tree Protection (2 Palms)	LS	1.00		
<b>GRAND TOTAL</b>					

**NOTES:** Bidder shall include all required equipment, material, labor and other costs as necessary to perform the contract work in accordance with the plans and specifications.

**END OF SECTION**

## **SECTION 00630 – PERFORMANCE AND PAYMENT BOND**

The successful Bidder, simultaneously with the execution of the Agreement, shall furnish a Performance and Payment Bond in an amount equal to 100 percent (100%) of the Contract Price. The Bond shall be secured from a Surety Company listed on the Treasury Department's most current list and acceptable to the Owner.

Performance and Payment Bonds may be submitted on a standard form used by the Bidder's Surety Company. The Owner reserves the right to accept or reject the style and content of the Performance Bond Form submitted by the Bidder.

Performance and Payment Bonds shall be submitted with the executed Agreement.

**END OF SECTION**

## SECTION 00650 – MINIMUM INSURANCE REQUIREMENTS

The OWNER, Town of Lake Park, requires the following:

A Certificate of Insurance will be furnished by the CONTRACTOR upon Notice of Award. The certificate(s) shall be completed by the CONTRACTOR's authorized agent and submitted to the OWNER. The successful CONTRACTOR shall not commence any work in connection with the AGREEMENT until it has obtained all of the following types of insurance and shall maintain such insurance as will protect him/her from claims which may arise out of or result from the CONTRACTOR's operations. The OWNER shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

- **General Liability.** CONTRACTOR shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence with \$1,000,000 General Aggregate per project for Bodily Injury and Property Damage combined per occurrence. Insurance shall protect the CONTRACTOR and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the AGREEMENT whether such operations are a result of the Project or otherwise.
- **Automobile Liability Insurance** covering all automobiles and trucks the CONTRACTOR may use in connection with the contract. The limit of liability for this coverage shall be a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include bodily injury and property damage coverage for owned, hired, and non-owned vehicles.
- **Excess Liability Insurance (Umbrella Policy).** An umbrella policy may compensate for a deficiency in general liability or automobile insurance coverage limits.
- **Waiver of Subrogation:** By entering into any contract as a result of this contract, CONTRACTOR agrees to a Waiver of Subrogation for each policy required above.
- **Workers' Compensation Insurance,** as required by the State of Florida. CONTRACTOR and any subconsultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this AGREEMENT at the site of the project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide, and cause each subconsultant or subcontractor to provide adequate insurance for the protection of its employees not otherwise protected. CONTRACTOR must show proof of Worker's Compensation Insurance.

## **SECTION 00650 – MINIMUM INSURANCE REQUIREMENTS**

Certificate(s) shall be dated and show:

- The name of the insured CONTRACTOR, the specified job by name and/or number, the name of the insurer, the number of the policy, its effective date and its termination date;
- Subrogation of Waiver clause;
- Statement that the insurer will mail notice to the OWNER at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- The OWNER shall be a named additional insured on General Liability Insurance and Automobile Liability Insurance.
- The Contractor shall require of each its subconsultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its subconsultants and/or subcontractors in its policy as described above.
- All insurance policies shall be written on companies authorized to do business in the State of Florida.
- The OWNER reserves the right to modify the insurance requirements set forth at anytime during the process of solicitation or subsequent thereto.

**END OF SECTION**

**SECTION 00652 – REFERENCE FORM**

**72-INCH OUTFALL POINT REPAIR & BULKHEAD WALL PANEL JOINT REPAIR  
AT LAKE PARK MARINA**

**REFERENCE & SIMILAR PROJECT FORM**

**REFERENCE NO. 1**

Owner/Business Name:		
Project Location/Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project:		

**REFERENCE NO. 2**

Owner/Business Name:		
Project Location/Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project:		

**REFERENCE NO. 3**

Owner/Business Name:		
Project Location/Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project:		

**END OF SECTION**

## SECTION 00801 – SPECIAL PROVISIONS

### SECTION 1:

#### **PART 1 – GENERAL**

The Special Provisions are intended as modifications or supplements to Information for Bidders; General Conditions; or governing specifications, with the intent that any provisions of this section shall govern. If at any time the Drawings or specifications for this Work are unclear, the Contractor shall contact the Engineer immediately. All Work must conform to the Drawings and governing specifications. The overall governing specifications for this Work shall consist of the following, unless otherwise modified by these Special Provisions:

1. The Contract Drawings For 72-Inch Outfall Point Repair & Bulkhead Wall Panel Joint Repair At Lake Park Marina
2. Project Manual.
3. Permit requirements of the South Florida Water Management District.
4. Permit requirements of the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities, May 2003.
5. Florida Department of Transportation FY2020-21 Standard Plans for Road and Bridge Construction and the 2020 edition of the FDOT Standard Specifications for Road and Bridge Construction.

#### **A. MAINTENANCE OF TRAFFIC**

This Work shall be executed with extraordinary care towards the safe and orderly maintenance of traffic for the general public. This maintenance of traffic applies to all modes of public travel, but with a special emphasis on the maintenance of multi-modal car, bicycle and pedestrian traffic. The public shall, at all times, be protected by barricades, flashers and other safety devices as necessary.

#### **B. MOBILIZATION**

Mobilization shall consist of all Work and operations necessary to begin Work on the project. It includes moving in equipment and personnel, and safety equipment. All costs associated with bond and insurance expenses shall be included in Mobilization.

#### **C. EXISTING UTILITIES**

The locations of existing utilities as shown on the Drawings depict the approximate locations of underground utilities. The locations and/or elevations of the utilities are not represented to be complete or exact. The Contractor is required to contact all utility providers and verify the locations of all underground utilities prior to construction activities. The Contractor shall protect all utilities from damage or harm during construction. The Contractor shall be fully responsible for any damage to existing utilities caused by his operations.

## SECTION 00801 – SPECIAL PROVISIONS

### D. JOB CLEANLINESS

The Contractor shall be required to place an extraordinary emphasis on maintaining a neat and orderly construction operation. At the close of each work day the Contractor shall collect and store all loose debris and equipment and cause the areas to be left in a neat and orderly state. Any and all construction vehicles and equipment must be removed from the jobsite at the close of each Work day, unless approved by the Owner to remain during non-working times. If at any time the Engineer or the Owner directs the Contractor to improve the conditions of any area associated with the Work, the Contractor shall immediately comply.

### E. INSPECTIONS

1. GENERAL – The Engineer or representative inspector under the Engineer’s direct supervision shall provide construction observation as the Owner’s Representative in accordance with Section 00800, Supplemental Conditions.
2. INSPECTIONS – Construction inspections will periodically be conducted by the Engineer or an authorized representative. The Contractor shall complete each specified item of Work listed below which pertains to the Work and notify the project engineer or his representative at least twenty-four (24) hours in advance of a request for inspection. The Contractor’s project superintendent shall be present at all inspections and upon request by the inspector, furnish construction equipment to aid in the inspection.

The following are mandatory inspections which shall be conducted when the item of Work applies:

- a. Grading Inspection – Prior to placement of flora-tam sodding and restoration work, the Contractor shall request an inspection by the Engineer to verify that the grading of backfilled areas are in substantial accordance with the approved Drawings.
- b. Substantial Completion Inspection – As defined in the General Conditions. The Contractor, Owner and Engineer shall prepare a punch list indicating any unfinished items at this time.
- c. Final Inspection – Final inspection will be conducted following the correction of the punch list items.

All inspections shall be conducted and approved by the Engineer or his representative prior to approval of the payment request for the item of Work. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

### F. LEGAL REQUIREMENTS

The Contractor’s attention is directed to the safety regulations promulgated by the State of Florida, Department of Commerce and to the provisions of Chapter 403, Florida Statutes, regarding control of air and water pollution as well as the Rules and Regulations of the Department of Environmental Regulation.

The Contractor is responsible for full compliance with the Florida Trench Safety Act.

The Contractor shall be responsible for obtaining all permits and obeying all Federal,



## **SECTION 00801 – SPECIAL PROVISIONS**

State, County and City laws, by-laws, ordinances, resolutions, and regulations which pertain to his work.

The Contractor shall take care to strictly observe all applicable OSHA, State, Local or other Federal Standards with respect to the safety of persons during construction.

### **G. PRIVATE PROPERTY PROTECTION**

The Contractor shall not trespass onto private property outside of the right-of-way and easements controlled by the Owner without the written permission of the individual property owner. The Contractor shall be solely responsible for any claims that may arise out of damage to private property resulting from trespassing onto private property. The Contractor shall promptly settle all such claims without delay. The written permission of the private property's owner shall be available for inspection by the Engineer or the Owner upon request.

### **H. QUANTITIES**

The Owner may delete or add quantities with an established unit price. Any change in the quantity shall not constitute a change in the unit price.

### **I. SUBCONTRACTING**

The Contractor will not be permitted to subcontract the demolition, grading, or drainage improvements to another construction firm.

## **SECTION 2:**

### **PART 1 – GENERAL**

- A. The Contractor shall be responsible for: site preparation; finished grading, including 1"±/- to final grade; grassing; and maintaining all restored areas until final completion and acceptance by the Owner; and other specific work as called for or implied in the plans and specifications.
- B. Rejection of deficient work: The Engineer or his representative will monitor the progress of the job on a random basis, as well as at various times for key inspections as called for in these specifications, and shall have the right, at any stage of the operations, to reject any and all work and materials which, in his judgment, is deficient in meeting the requirements set forth in the plans and specifications. The Contractor shall cease work immediately upon notification by the Engineer of such deficient work, until the deficient work is corrected per the Engineer's direction. Any rejected material shall be immediately removed from the site and acceptable material substituted in its place.
- C. The Contractor is entirely responsible for the work until the job is substantially complete as determined by the Engineer (see PART 3, Item D.1.), and shall also be responsible for provisions required for final acceptance (see PART 3, Items D and E).

## SECTION 00801 – SPECIAL PROVISIONS

### PART 2 – MATERIALS

#### A. Pipe Material:

1. The point repair shall be performed using Contech Corlix Aluminum Pipe (Corrugated Aluminum Pipe), 72-inch inside diameter, 12-Gauge, with a 6 x 1 corrugation, or a 3 x 1 corrugation (if 6 x 1 cannot be located). The CAP shall meet the design parameters of the American Association of State Highway and Transportation Officials (AASHTO) Standard Specification for Highway Bridges, and/or AASHTO LRFD Bridge Design. The aluminum coils shall conform to the applicable requirements of AASHTO M 197 or ASTM B744. The CAP shall be manufactured in accordance with the applicable requirements of AASHTO M 196 or ASTM B745. The pipe sizes, gauges and corrugations shall be as shown on the project plans.

#### B. Coupling Bands:

1. Coupling bands for the CAP shall be made of the same base metal, and coatings as the CAP to a minimum of 18 gauge, and shall be no less than 24 inches in width when centered on joint.

#### C. Backfill:

1. All backfill material shall follow the guidelines of ASTM B 788.

#### D. Sodding material shall be floritam. If requested, the Contractor shall submit certifications substantiating that sod supplied is the variety specified. The sod shall be of firm, tough texture having a compact growth of grass with good root development. It shall contain no visible broadleaf weeds and shall be visibly consistent with no obvious patches of foreign grasses. The sod shall have a good layer of earth and be free from fungus, vermin, and disease. It shall be neatly mowed and be mature enough that when grasped at one end, it can be picked up and handled without damage. Sod shall not be accepted if it has not been (or does not appear to have been) freshly cut.

#### E. Irrigation piping and fitting materials used for restoring irrigation lines shall be of a quality and standard equal to or better than the existing irrigation piping and fitting materials, or of a quality and standard typical of the intended use of such materials.

#### F. Crushed Stone or gravel material, when and where used, shall be No. 57 clean stone.

### PART 3 – EXECUTION

- A. The Contractor is responsible for ensuring that surface drainage is not affected or hindered in any manner due to any reason. The Contractor shall notify the Engineer of any situation where the existing subsoil is substandard and may affect natural drainage, and where the proposed grading conflicts with drainage conditions in order to determine appropriate field

## SECTION 00801 – SPECIAL PROVISIONS

changes. The Contractor shall familiarize himself with the site, notify the Engineer of any conflicting elements or required adjustments in grading, and plan to gain an understanding of these requirements. Any questions as to the intent or form of the site grading shall be directed to the Engineer.

B. The Contractor shall make no changes or substitutions without approval by the Engineer. The Contractor shall advise the Engineer of any conditions that differ from the plan, and that may require a change in the design. The Contractor shall request the Engineers's approval of graded areas prior to sodding of said graded areas.

C. Maintenance:

1. The Contractor shall be responsible for maintenance of the project during construction and shall bear all risk of loss, theft, or damage to the project by any cause whatsoever during the term of construction, and until all punchlist items are satisfactorily resolved and the job is officially turned over by the Engineer to the Owner for maintenance.
2. Maintenance by the Contractor shall commence after each sod is installed and shall continue until the job is completed and all punchlist items are satisfactorily resolved, as determined by inspection by the Engineer.
3. The job shall be in a well-maintained condition at the time of final inspection, as well as at the time of punchlist completion.
4. If any job requires on-going or excessive maintenance because the final inspection or turnover is delayed due to reasons beyond the Contractor's control, it is the Contractor's prerogative to raise the issue of fair compensation.

D. Completion and Acceptance:

1. Completion of work shall mean the full and exact compliance and conformity with provisions expressed or implied in the plans and Specifications, and as otherwise directed and determined by the Engineer.
2. All work under this Contract shall not be finally accepted until expiration of the warranty period, which shall commence on the date of the retainage release.

E. Final Inspection and Job Closeout Procedures

1. A final inspection will not be scheduled until the work meets the definition of being "substantially complete," meaning that all work is complete per the plan, specifications, and field direction provided by the Engineer. The Contractor is responsible for determining that the job is substantially complete and has been properly maintained, before requesting a final inspection.
2. The following documents shall be submitted to Engineer and determined to be in

## SECTION 00801 – SPECIAL PROVISIONS

complete and acceptable condition before the final inspection will be scheduled:

- a. Warranty Statement (with blanks for dates to be filled in by Engineer).
  - b. Contractor's Affidavit
3. If the Engineer finds that the job for which an inspection has been scheduled has numerous, obvious, or significant deficiencies, which the Contractor should know to be unacceptable, the Engineer reserves the right to cancel the inspection and reschedule it when the job is actually ready for inspection.
  4. When a final inspection is scheduled, the job shall be in a maintained condition, as described in these specifications. The inspection will be cancelled for any job found not to meet this requirement. At no time before turnover shall the job be allowed to have an unkempt or poorly maintained appearance.
  5. Upon the Engineer's determination that all submittals are complete and professionally acceptable, and the Contractor's affirmation that the job is substantially complete and will be in the properly maintained condition, an inspection will be scheduled. It may take up to one week for this to occur, due to scheduling and notification requirements.
  6. The Contractor is required to visit the job within 24 hours of the scheduled inspection to make sure that the job is ready, with all required maintenance having been performed. The Engineer shall be notified immediately if the inspection cannot occur for any reason.
  7. During the inspection, the Contractor shall be responsible for taking thorough notes on all deficiencies identified, to insure that they are properly addressed and corrected. Minor deficiencies that are immediately corrected by the Contractor's personnel, may not be necessarily included on the punchlist. The Contractor shall be responsible for providing copies of the Punchlist to the Engineer and owners representative within 5 working days. The Contractor shall begin making the required corrections as soon as possible, and in no instance shall these corrections take longer than the 7 calendar days allowed to complete all punchlist requirements.
  8. A maximum of 7 days is allowed for punchlist completion. A reinspection shall be requested by the Contractor when the punchlist is complete. The reinspection may be handled informally by the Engineer, or with the Contractor's attendance required, at the sole discretion of the Engineer.
  9. When the punchlist is complete as determined by the re-inspection, the turnover will be confirmed via memo to the Engineer, and the Contractor's Affidavit shall be emailed to the Engineer and the original copy mailed to the Engineer within three days of the turnover memo date.

## SECTION 00801 – SPECIAL PROVISIONS

### F. Warranty:

1. Warranty: All installed materials shall be guaranteed for a period of one (2) years. The warranty period shall commence upon the date of release of the retainage for the job, or for any defined phase of the job.
2. At the end of the warranty period, and at any time during that period, any material that is found to be defected, shall be removed, repaired and/or replaced with new material of the original specified size and type within 10 calendar days. Excluded are replacements of sodding due to acts of God, theft, vandalism, or acts of negligence on the part of others, and due to deleterious soil and/or drainage conditions which the Contractor documented to the attention of the Owner and Engineer at the time of installation. The new material shall be guaranteed as outlined above, commencing on the date of acceptance. The Contractor shall be responsible for the cost of all material and labor.
3. The time limit may be extended by agreement for any material in questionable condition at the time of the warranty period.

**END SECTION 2**

**SECTION 00801 – SPECIAL PROVISIONS**

**JOB CLOSEOUT CHECKLIST**

**Date:** \_\_\_\_\_

**Project:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

The following documents shall be submitted to Engineer and determined to be in complete and acceptable condition before the Final Inspection will be scheduled.

\_\_\_\_\_ Contractor's Affidavit (1 copy)

\_\_\_\_\_ Warranty Statement (Leave blanks for dates to be filled in by Engineer)

Please submit this form with the required documents.

**END OF SECTION**

## **SECTION 01600 – MATERIAL AND EQUIPMENT**

### **PART 1 – GENERAL**

#### **Section 1.01 Requirements Included**

- A. Products.
- B. Transportation and Handling.
- C. Storage and Protection.
- D. Substitutions.

#### **Section 1.02 Products**

- A. Only new materials and equipment shall be incorporated in the work. All material and equipment furnished by Contractor shall be subject to inspection and approved by Engineer.
- B. Materials shall comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

#### **Section 1.03 Transportation And Handling**

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

#### **Section 1.04 Storage And Protection**

- A. Store products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with weather-tight enclosure as recommended by the manufacturer. Provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in well-drained area. Prevent mixing with foreign matter.

## **SECTION 01600 – MATERIAL AND EQUIPMENT**

- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.
- E. Materials which in the opinion of the Engineer have become so damaged as to be unfit for the use intended or specified shall be removed from the site of work. Contractor shall receive no compensation for the damaged material or its removal.

### **Section 1.05 Substitutions**

- A. Document each request with complete data sustaining compliance of proposed substitution with Contract Documents.
- B. Request constitutes a representation that Contractor:
  - 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
  - 2. Will provide the same warranty for substitution as for specified product.
  - 3. Will coordinate installation and make other changes which may be required for work to be complete in all aspects.
  - 4. Waives claim for additional costs which may subsequently become apparent.
- C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- D. Engineer will determine acceptability of proposed substitution, and will notify Contractor of acceptance or rejection in writing within a reasonable time.

**END OF SECTION**



## SECTION 01700 – CONTRACT CLOSEOUT

### PART 1 – GENERAL

#### Section 1.01 Requirements Included

- A. Comply with requirements stated in General Conditions, Supplemental Conditions, and Specifications for administrative procedures in closing out the Work.

#### Section 1.02 Substantial Completion

- A. When Contractor considers the Work is substantially complete, he shall submit to the Engineer:
  - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
  - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- C. Should the Engineer determine that the Work is not substantially complete:
  - 1. The Engineer will promptly notify the Contractor, in writing, giving the reasons therefore.
  - 2. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Engineer.
  - 3. The Engineer will re-inspect the Work.
- D. When the Engineer finds that the Work is substantially complete, he will:
  - 1. Prepared and deliver to Owner a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.
  - 2. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

#### Section 1.03 Final Inspection

- A. When Contractor considers the Work is complete, he shall submit written certification that:
  - 1. Contract Documents have been reviewed.
  - 2. Work has been completed in accordance with Contract Documents.
  - 3. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
  - 4. Work is completed and ready for final inspection.
- B. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

## SECTION 01700 – CONTRACT CLOSEOUT

- C. Should the Engineer consider that the Work is incomplete or defective:
  - 1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
  - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete.
  - 3. The Engineer will re-inspect the Work
- D. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

### Section 1.04 Contractor's Closeout Submittals To Engineer

- A. Project Record Documents.
- B. Warranties.
- C. Contractor's Final Affidavit.

### Section 1.05 Final Adjustment Of Accounts

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
  - 1. The original Contract Sum.
  - 2. Additions and deductions resulting from:
    - a. Previous Change Orders
    - b. Unit Prices
    - c. Deductions for uncorrected Work
    - d. Other adjustments
  - 3. Total Contract Sum, as adjusted.
  - 4. Previous payments.
  - 5. Adjustment in Contract Time.
  - 6. Sum remaining due.
- C. Engineer will prepare a final Change Order, reflecting approved adjustment to the Contract Sum, which were not previously made by Change Orders.

### Section 1.06 Final Application For Payment

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the General Conditions and Supplemental Conditions.

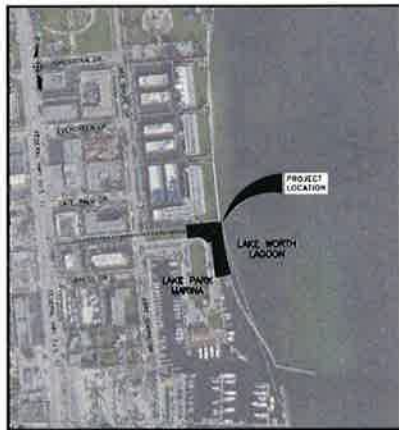
**END OF SECTION**



PROJECT LOCATION

# TOWN OF LAKE PARK DEPARTMENT OF PUBLIC WORKS

MAYOR MICHAEL O'ROURKE  
VICE- MAYOR KIMBERLY GLAS-CASTRO  
COMMISSIONER ERIN FLAHERTY  
COMMISSIONER JOHN LINDEN  
COMMISSIONER ROGER MICHAUD



SITE LOCATION MAP  
SCALE: 1" = 200'

CONTRACT DRAWINGS FOR

## STORMWATER IMPROVEMENT PROJECTS LAKE PARK MARINA 72-INCH OUTFALL POINT REPAIR & BULKHEAD JOINT REPAIR

APRIL 2020

CONSTRUCTION READY

CONSTRUCTION READY

NO.	REVISION	BY	DATE
REVISIONS			

TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS  
72-INCH OUTFALL POINT REPAIR

COVER SHEET

REVISIONS			
NO.	REVISION	BY	DATE



TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
100 W. STATE ST. #200  
LAKE PARK, FL 33403  
PHONE: (888) 881-3343  
FAX: (888) 881-3333

**OWRMA** TIME TO RISE  
WATER RESOURCES MANAGEMENT, INC.  
100 W. STATE ST., SUITE 200, LAKE PARK, FL 33403  
PHONE: (888) 881-3343 FAX: (888) 881-3333

**Sunshine**  
CALL TMO (2) BUSINESS  
DAYS BEFORE YOU GO.  
888.881.3343  
WWW.CALLSUNSHINE.COM  
IT'S THE LAW  
SUN 2011

APPROVED:

\_\_\_\_\_  
 JAMES SWEET, DIRECTOR, TOWN OF LAKE PARK DEPARTMENT OF PUBLIC WORKS

\_\_\_\_\_  
 JOHN E. SANDERS, TOWN MANAGER, TOWN OF LAKE PARK

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**CML**

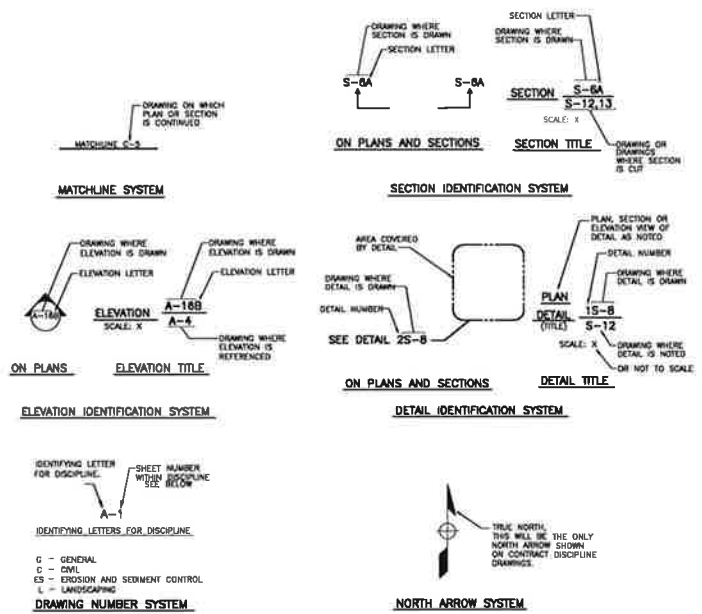
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**AGENCY CONTACT LISTING**

<b>ELECTRIC</b> FLORIDA POWER & LIGHT (FPL) JOEL BRAY 21400 POWERLINE ROAD BOCA RATON, FL 33433 PHONE: (386) 586-6403	<b>CABLE</b> COMCAST CABLE JOHN STRAHN 10435 IRONWOOD RD PALM BEACH GARDENS, FL 33410 PHONE: (561) 227-3417
<b>WATER AND SEWER</b> SEACREST UTILITY AUTHORITY SCOTT SEBIA 4200 HOOD ROAD PALM BEACH GARDENS, FL 33410 (561) 827-2800 X1388	<b>GAS</b> FLORIDA PUBLIC UTILITIES JAMES WOLLE, OPERATIONS SUPERVISOR 1635 MEATHE OR WEST PALM BEACH, FL 33411 PHONE: (561) 723-3483
<b>STORMWATER</b> TOWN OF LAKE PARK JOHN WYLIE, SUPERVISOR 850 OLD DIKE HWY LAKE PARK, FL 33403-3006 PHONE: (561) 718-1026 FAX: (561) 881-3314	<b>TELEPHONE</b> ATAK DINO FARRUGGIO 1120 S JUDGERS CIR BOCA RATON, FL 33487 PHONE: (561) 997-0240

**PROJECT OWNER AND CONSULTANTS**

<b>OWNER/APPLICANT</b> TOWN OF LAKE PARK, FL JOHN WYLIE 850 OLD DIKE HWY LAKE PARK, FLORIDA 33403-3006 PHONE: (561) 881-3345 EXT. 852 MOBILE: (561) 718-1026 FAX: (561) 881-3314	<b>CIVIL ENGINEERING CONSULTANT</b> WRMA 220 TEOUESTA DRIVE, SUITE 302 TEQUESTA, FLORIDA 33469-2786 PHONE: (561) 529-2075 X2002 FAX: (561) 401-9385
<b>SUBCONTRACTOR</b> JAMER E. BIDOT ASSOCIATES, PSC 2385 EXECUTIVE CENTER DRIVE, STE 100 BOCA RATON, FL 33431 PHONE: (561) 962-2851	



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CONSTRUCTION READY	
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DATE	SCALE

**GENERAL NOTES**

1. SURVEY INFORMATION DEPICTED ON THESE PLANS WAS OBTAINED BY A FIELD SURVEY PERFORMED IN FEBRUARY 2020 BY JAMES E. BREID ASSOCIATES, P.S.C. A FLORIDA LICENSED SURVEYOR. ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88), AND THE HORIZONTAL DATUM NAD 83(2011), SPC ZONE FLORIDA EAST 0001.

2. ALL EXISTING LOCATIONS AND ELEVATIONS SHOWN ON PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. DESIGN ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY.

3. STATION AND OFFSET REFER TO BASELINE OF CONSTRUCTION, UNLESS OTHERWISE NOTED.

4. PRIOR TO BID PREPARATION, THE CONTRACTOR MUST BECOME FAMILIAR WITH THE ON-SITE SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS NECESSARY TO UNDERSTAND THE LIMIT AND DEPTH OF EXPECTED ORGANIC MATERIAL, AND MATERIALS TO BE DISPOSED OF OFF-SITE. ANY UNCONVENIENCE, DELAY, OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO INADEQUATE INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

5. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ALL QUANTITIES, TAKEOFF MEASUREMENTS, MATERIALS, ETC., PRIOR TO BID SUBMITTAL. IF A DISCREPANCY OCCURS, THE PHYSICAL PLAN TAKES PRECEDENCE. THE OWNER AND THE DESIGN ENGINEER ARE NOT TO BE HELD RESPONSIBLE FOR DISCREPANCIES IN THE SPECIFICATIONS AND/OR PLANS. ESTIMATED QUANTITIES ARE PROVIDED FOR REFERENCE ONLY.

6. UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR AND SUB-CONTRACTORS SHALL ATTEND A PRE-CONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, AND THE OWNER REPRESENTATIVE.

7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE DEPICTING EACH PHASE OF THE WORK.

8. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED AND THE CONTRACTOR IS GIVEN THE NOTICE TO PROCEED.

9. CONTRACTOR SHALL VERIFY SURVEY DATA ON THE DRAWINGS PRIOR TO BEGINNING LAYOUT.

10. ANY SITE CONDITIONS DIFFERING FROM THOSE WHICH ARE REPRESENTED HEREON, WHETHER ABOVE, ON, OR BELOW THE SURFACE OF THE GROUND, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER AND ENGINEER IN WRITING. NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR DUE TO DIFFERING SITE CONDITIONS WILL BE ALLOWED IF THE CONTRACTOR FAILS TO PROVIDE THE REQUIRED WRITTEN NOTIFICATION OF SUCH CONDITIONS.

11. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE EXACT LOCATIONS AND ELEVATIONS. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE IF OTHER STRUCTURES, UTILITIES, ETC., NOT SHOWN ON THE DRAWINGS, EXIST WITHIN THE AREA OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION AND WRITTEN NOTIFICATION OF ALL CONFLICTS WITH THE PROPOSED CONSTRUCTION TO THE OWNER'S REPRESENTATIVE.

12. CONTRACTOR IS RESPONSIBLE TO CONTACT ALL UTILITY COMPANIES FOR LOCATIONS OF THEIR EXISTING FACILITIES. IT WILL THEN BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THESE FACILITIES FOR THE EXACT DEPTH.

13. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, THE CONTRACTOR SHALL ARRANGE FOR ANY NECESSARY RELOCATIONS OF EXISTING UTILITIES WITH THE UTILITY OWNERS. RELOCATIONS SHALL BE DONE IN A TIMELY MANNER TO MINIMIZE IMPACT ON CONSTRUCTION SCHEDULE. ANY DELAY CAUSED BY THE CONTRACTOR SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

14. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY TO ITS EMPLOYEES AND SUBCONTRACTORS FOR THEIR USE DURING CONSTRUCTION.

15. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE ON THE SELECTION OF PROPOSED CONSTRUCTION STAGING AREAS AND/OR STOCKPILING OF MATERIALS.

16. CONTRACTOR IS RESPONSIBLE TO HAVE ALL PERMITS REQUIRED FOR CONSTRUCTION. IF A Dewatering permit is required, THEN THE CONTRACTOR MUST SUBMIT A Dewatering & ORANGE PLAN TO SOUTH FLORIDA WATER MANAGEMENT DISTRICT PRIOR TO CONSTRUCTION.

17. CONTACT "SUNSHINE 811, INC." 1-800-432-4370 OR 811, NOT LESS THAN 3 FULL BUSINESS DAYS AND NO MORE THAN 5 BUSINESS DAYS PRIOR TO DIGGING.

18. THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE FLORIDA TRENCH SAFETY ACT AND THE UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT, CHAPTER 556, FLORIDA STATUTES (FS). OTHER LAWS MAY ALSO APPLY TO EXCAVATION ACTIVITY, SUCH AS THE FLORIDA TRENCH SAFETY ACT, PART III, CHAPTER 553, FS; THE FLORIDA GAS SAFETY LAW, PART I, CHAPTER 368, FS; THE FEDERAL PIPELINE SAFETY ACT, AND/OR, O.S.H.A. STANDARD 1926.65.

19. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC. NO TRENCHES OR HOLES NEAR WALKWAYS OR IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHT TIME HOURS.

20. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY AND WARRANTS THAT THIS INTENT IS MADE EXPLICIT BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR. NEITHER THE OWNER NOR ITS REPRESENTATIVE HAVE AUTHORITY TO EXERCISE ANY CONTROL OVER THE CONTRACTOR, ANY SUB-CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY JOBSITE HEALTH OR SAFETY PRECAUTIONS.

21. ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS OR ENCOUNTERED THROUGH THE PROGRESSION OF WORK ARE ASSUMED TO BE LIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS WHEN WORKING AROUND EXISTING OVERHEAD OR UNDERGROUND UTILITIES.

22. THE CONTRACTOR SHALL ASSUME LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE CONTRACTOR'S OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES. COMPANIES WHEN THEIR EXISTING FACILITIES CONFLICT WITH THE CONSTRUCTION.

23. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH CURRENT FOOT AND ROAD SERVICES STANDARDS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. CONTRACTOR IS TO PROVIDE A MAINTENANCE OF TRAFFIC PLAN TO THE OWNER AND ALL APPLICABLE AGENCIES FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.

24. LANE CLOSURES SHALL BE PERMITTED, SUBJECT TO THE OWNER'S APPROVAL, FROM 8:30 AM TO 4:30 PM EACH WEEKDAY. SUCH CLOSURES REQUIRE PROPER APPLICATION OF FOOT INET 600-670. ONE TRAVEL LANE MUST BE OPEN AT ALL TIMES. TRAFFIC FLOW MUST BE RESTORED AS SOON AS PRACTICAL FOLLOWING ANY LANE CLOSURE. THE CONTRACTOR'S MAINTENANCE OF TRAFFIC PLAN MUST CLEARLY IDENTIFY THE PROPOSED METHODS OF LANE CLOSURES.

25. CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.

26. ALL SURVEY MONUMENTS WITHIN LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. IF IN DANGER OF DAMAGE THE CONTRACTOR SHALL NOTIFY: NATIONAL GEODETIC INFORMATION SERVICES CENTER NOAA NATIONAL GEODETIC SURVEY, N/CG 17 55MC 3, STATION 08202 SILVER SPRING, MARYLAND 20910 TELEPHONE NO. (301) 713-3242.

27. CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES SUCH AS FLOATING TURBIDITY CURTAINS AND Silt FENCINGS/BARRIERS WHERE NECESSARY IN ORDER TO COMPLY WITH STATE AND LOCAL WATER QUALITY STANDARDS AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS.

28. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION'S (FDEP'S) CONSTRUCTION GENERAL PERMIT (CGP) FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION SITES.

29. DEWATERING ACTIVITIES SHALL NOT RESULT IN ANY DISCHARGE OF TURBID WATER FROM THE PROJECT SITE. COST OF CONSTRUCTION DEWATERING SHALL BE INCIDENTAL TO THE OTHER ITEMS OF WORK UNDER THE CONTRACT.

30. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER.

31. THE CONTRACTOR SHALL PROMPTLY REMOVE ALL MUD, DIRT OR OTHER MATERIALS TRACKED OR SPOILED ONTO EXISTING PUBLIC OR PRIVATE ROADS AND FACILITIES DUE TO CONSTRUCTION AND ALL EXCESS FILL FROM THE SITE SHALL BE LEGALLY DISPOSED OF OFF-SITE BY THE CONTRACTOR.

32. CONTRACTOR SHALL NOT BRING HAZARDOUS MATERIALS ONTO THE PROJECT SITE. SHOULD SUCH MATERIALS BE REQUIRED TO COMPLETE THE WORK, CONTRACTOR SHALL REQUEST PERMISSION OF THE OWNER IN WRITING. ALL BULK PETROLEUM PRODUCTS STORED ON SITE SHALL BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT.

33. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL VEGETATION CLEARING, REMOVAL, DISPOSAL, ABANDONMENT, AND RELOCATIONS NECESSARY TO COMPLETE THE WORK WHETHER SHOWN ON THE DRAWINGS OR NOT. CONTRACTOR IS RESPONSIBLE TO OBTAIN A CLEARING PERMIT FROM THE TOWN OF LAKE PARK.

34. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND FDOT DESIGN STANDARDS, LATEST EDITION. ALL FOOT INDEXES ARE INCORPORATED AS PLAN REFERENCES. HEREIN CONTRACTOR IS RESPONSIBLE FOR OBTAINING COMPLETE COPIES OF THE LATEST EDITION OF FOOT INDEXES.

35. ALL UTILITY MODIFICATIONS SHALL COMPLY WITH SEACOST UTILITIES AND FLORIDA PUBLIC UTILITIES STANDARD DETAILS AND SPECIFICATIONS WHERE APPLICABLE, AND THE FDOT'S MINIMUM CONSTRUCTION STANDARDS.

36. IF MATERIAL SUSPECTED TO BE CONTAMINATED OR HAZARDOUS IS FOUND ON THE PROJECT OR ENCOUNTERED DURING CONSTRUCTION, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER.

37. ALL WORK SHALL BE OPEN AND SUBJECT TO INSPECTION BY AUTHORIZED REPRESENTATIVES OF THE OWNER, INVOLVED UTILITY COMPANIES, TOWN OF LAKE PARK AND STATE AGENCIES.

38. THE CONTRACTOR SHALL SCHEDULE INSPECTIONS AND TESTS WITH THE OWNER REPRESENTATIVE A MINIMUM OF 48 HOURS IN ADVANCE.

39. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE REQUIRED TESTS IN ACCORDANCE WITH THE APPLICABLE FOOT SPECIFICATION ON ALL ITEMS OF WORK, INCLUDING CONCRETE, ASPHALT, COMPACTION / STABILIZATION OF FINE (BACHTL), SUBGRADE AND BASE, PAVEMENT CORES, AND OTHER PERTINENT PRODUCTS. ANY TESTS THAT INDICATE A FAILURE IN MEETING SPECIFICATION SHALL BE RE-TESTED ONCE THE CORRECTIVE WORK IS COMPLETED, UNTIL A PASSING TEST IS ACHIEVED. SCHEDULING OF TESTS SHALL BE COORDINATED WITH THE OWNER REPRESENTATIVE. REPORTS OF ALL TEST RESULTS, CERTIFIED BY A FLORIDA REGISTERED PROFESSIONAL GEOTECHNICAL ENGINEER, WHETHER PASSING OR FAILING, SHALL BE PROVIDED TO THE OWNER REPRESENTATIVE ON A WEEKLY BASIS.

40. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RESTORATION OF EXISTING PAVEMENT, PIPES, INLETS, MANHOLES, CONDUITS, CABLES AND LANDSCAPED AREAS, ETC. DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS AND/OR THOSE OF HIS SUBCONTRACTORS, AND SHALL RESTORE THEM PROMPTLY.

41. CONTRACTOR SHALL NOT DISTURB EXISTING SEACOST UTILITY MAINS OR STRUCTURES WITHOUT THE PRESENCE OF A SEACOST UTILITY INSPECTOR. SEACOST UTILITY SYSTEM VALVES AND APPURTENANCES MAY ONLY BE OPERATED BY SEACOST UTILITY PERSONNEL.

42. CONTRACTOR SHALL ADJUST ALL UTILITY CASTINGS INCLUDING SANITARY SEWER MANHOLE TOPS, INLETS, VALVE BOXES AND SIMILAR STRUCTURES AS REQUIRED TO MEET FINAL GRADES.

43. ELEVATIONS OF GRASS AREAS ARE GIVEN AT FINISHED 500 GRADE. GRADING OF THESE AREAS SHALL ACCOMMODATE 500 HEIGHT TO ACHIEVE PROPOSED FINISH GRADES.

44. ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL SLOPE FINISHED GRADES UNIFORMLY BETWEEN OTHER FINISHED AND EXISTING GRADES.

45. GRADING FROM PROPOSED TO EXISTING CONDITIONS SHALL NOT BE STEEPER THAN 4% IN NON FLATTER THAN 20:1 IV.

46. EXISTING MANHOLES TEMPORARILY REMOVED DUE TO CONSTRUCTION ACTIVITIES, SHALL BE REINSTALLED BY THE CONTRACTOR.

47. EXISTING TRAFFIC SIGNS TO BE RESET PER FOOT AND WALCO STANDARDS.

48. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE OWNER REPRESENTATIVE OR THE OWNER, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY ITS WORK. EQUIPMENT, EMPLOYEES OR THOSE OF ITS SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS TO THIS 200. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY ROADWAY OR DRIVEWAY, WALK AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.

49. CONTRACTOR SHALL RESTORE ALL AREAS AND VEGETATION DISTURBED BY THE CONTRACTOR'S ACTIVITIES INSIDE AND OUTSIDE OF THE LIMITS OF CONSTRUCTION INVOLVING CONSTRUCTION, STAGING AREAS, AND ACCESS ROADS IN KIND. ALL AREAS INSIDE OF THE LIMITS OF CONSTRUCTION AND ALL DISTURBED NON-PAVED AREAS SHALL BE SOODED UNLESS OTHERWISE NOTED.

50. UPON FINAL CLEAN UP THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH THE PAVED AREAS SHALL BE SWEEP BROOM CLEAN.

51. WARRANTY: ALL MATERIAL AND EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR SHALL BE WARRANTED FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE THEREOF AGAINST DEFECTIVE MATERIALS, AND WORKMANSHIP. UPON RECEIPT OF NOTICE FROM THE TOWN AND/OR CLIENT OF FAILURE OF ANY PART OF THE WARRANTED EQUIPMENT OR MATERIALS DURING THE WARRANTY PERIOD, THE AFFECTED PART, PARTS OR MATERIALS SHALL BE PROMPTLY REPLACED BY THE CONTRACTOR WITH NEW PARTS OF MATERIALS AT NO EXPENSE TO THE TOWN AND/OR CLIENT. IN THE EVENT THE CONTRACTOR FAILS TO MAKE THE NECESSARY REPLACEMENT OF PARTS IMMEDIATELY AFTER NOTIFICATION, THE TOWN AND/OR CLIENT MAY ACCOMPLISH THE WORK AT THE EXPENSE OF THE CONTRACTOR.

**CONSTRUCTION READY**

NO.	REVISION	DATE
REVISIONS		
TOWN OF LAKE PARK DEPARTMENT OF PUBLIC WORKS		
TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS 25-N-0040-BUILD ROW# 10-24		

**GENERAL NOTES**

NO.	REVISION	DATE

TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
440 SILVER WOOD WAY  
LAKE PARK, FL 33453  
PHONE: (888) 334-3343  
FAX: (888) 334-3343

**ABBREVIATIONS**

NOT ALL ABBREVIATIONS ARE USED UNDER THIS CONTRACT.

ASH-HO	AMERICAN ASSOCIATION OF STATE HIGHWAY TRANSPORTATION OFFICIALS
ABAND	ABANDONED
ADT	AVERAGE DAILY TRAFFIC
AHD	AHEAD
APPROX.	APPROXIMATE
B & B/L	BASELINE
BK	BACK / BOOK
BIT	BITUMINOUS
B/C	BITUMINOUS CONCRETE
BLDG	BUILDING
B.M.	BENCH MARK
BOT.	BOTTOM
BOF	BOTTOM OF PIPE
C	CENTER
C/C	CENTER OF CURVE
CAP	CORRUGATED ALUMINUM PIPE ARCH
CAFA	CORRUGATED ALUMINUM PIPE ARCH
CAV	CABLE TELEVISION
CB	CATCH BASIN
C.B.R.	CALIFORNIA BEARING RATIO
CI	CAST IRON
C or C/L	CENTERLINE
CL	CLASS
CLF	CHAINLINK FENCE
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
C.O.	CLEANOUT
COG	CURB ON GRADE
COAB	COMBINATION
CONC	CONCRETE
CONN	CONNECTION
CONSTR.	CONSTRUCTION
CONT.	CONTINUATION
COORD	COORDINATE
COR	CORNER
CORR	CORRECTION
CORS	CURB ON SLO
CPS-S	CORRUGATED POLYETHYLENE PIPE - TYPE 'S'
CSP	CORRUGATED STEEL PIPE - ALUMINIZED TYPE 2
CSPA	CORRUGATED STEEL PIPE ARCH - ALUMINIZED TYPE 2
CS	COMBINED SEWER
CSD	COMBINED SEWER OUTFALL
CWB	CITY OF VERO BEACH
CV	CITY WATER
DC	DEGREE OF CURVE
DEM.	DEMOLISH/DEMOLITION
D.I.V.	DESIGN HOURLY VOLUME
DI	DIP
DIAM.	DIAMETER
DMH	DRAIN MANHOLE
DN	DOWN
D.O.	DOUBLE OPENING
DPW	DEPARTMENT OF PUBLIC WORKS
DR	DRINK
DWG	DRAWING(S)
DIST	DISTRICT
E or ELEC	ELECTRIC
EA	EXTRICAL DISTANCE
EA	EACH
EB	EASTBOUND
EFL	EFFLUENT
EL or ELEV	ELEVATION
EMH	ELECTRICAL MANHOLE
EQUIP	EQUIPMENT
ES	END SECTION
EXIST	EXISTING
EXP	EXPANSION
EXJCT	EXPANSION JOINT
EV	ELECTRICAL WALK
FDP	FL DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FL DEPARTMENT OF TRANSPORTATION
FT	FIT
F or FL	FLOWLINE
F.B.D.	FLAT BOTTOM DITCH
F.H.	FIRE HYDRANT
F.M.	FORCE MAIN
F.W.C.	FL FISH AND WILDLIFE CONSERVATION COMMISSION
FWD	FORWARD
G	GAZ
GAL.	GALLON
GRD	GROUND
GS	GRAVITY SEWER

G.V.	GRASS VALVE
H	HANDBOX
HDPE	HIGH DENSITY POLYETHYLENE
H.M.	HORIZONTAL
HERCP	HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE
HR	HORIZONTAL
HP	HIGH POINT
I	INCH
IN	INVERT
INDY	INDIAN RIVER COUNTY
INC	INLET
ISI	INLET SEDIMENT TRAP
J.B.	JUNCTION BOX
JT	JOINT
K	K INLET
L	LENGTH
L.F.	LINEAR FEET
LL	LIQUID LIMIT
LP	LOW POINT
L.P.	LIGHT POLE
LT	LEFT
L.M.	LAKEMAN
MAX	MAXIMUM
MCH	MARTIN COUNTY
MCHSWD	MARTIN COUNTY UTILITIES AND SOLID WASTE DEPT.
M.C.	MOISTURE CONTENT
M.D.D.	MAXIMUM DRY CONTENT
MECH	MECHANICAL
MFR	MANUFACTURER
MH	MANHOLE
M.N.	MINIMUM
MJ	METALLURGICAL JOINT
MDD	MODIFIED
MFR	MANUFACTURER
N	NORTH
NB	NORTHBOUND
NE	NORTHEAST
NEG	NATIONAL ELECTRIC CODE
NEUT.	NEUTRAL
N/C	NOT IN CONTRACT
N.P.	NON-PLASTIC
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.E.	OVERHEAD ELECTRIC
OL	OVERLOAD
OLP	OPTIMUM LOSS
OPNG	OPENING
P.W.T.	PAVEMENT
PBC	PALM BEACH COUNTY
P/C	POINT OF CURVATURE
PCC	POINT OF COMBING CURVATURE
PCC	POINT OF CURVATURE
P/C	POINT OF CROWN
P/G.E.	PROFILE GRADE ELEVATION
P.G.E.	PROFILE GROUND ELEVATION
P/G.L.	PROFILE GRADE LINE
P/R	POINT OF ROTATION
PHASE	PHASE
PH	PHONE CONDUIT #/DESIGNATION
PL	PLASTICITY INDEX
PI	POINT OF INTERSECTION
POC	POINT ON CURVE
POI	POINT ON TANGENT
PPCP	POLYMER CONCRETE
PROSP	PROPOSED
PRC	POINT OF REVERSE CURVE
PT	POINT
PNT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVE
PVC	POLYVINYL CHLORIDE
PV	POINT OF VERTICAL INTERSECTION
P.V.C.	POINT OF VERTICAL REVERSE CURVE
PVF	POINT OF VERTICAL TANGENCY
R or RAD	RADIUS
REIN	REINFORCING
REQD	REQUIRED
R.F.	ROCK FRAGMENTS
RE	RIGHT
R/W	RIGHT OF WAY
RCP	REINFORCED CONCRETE PIPE

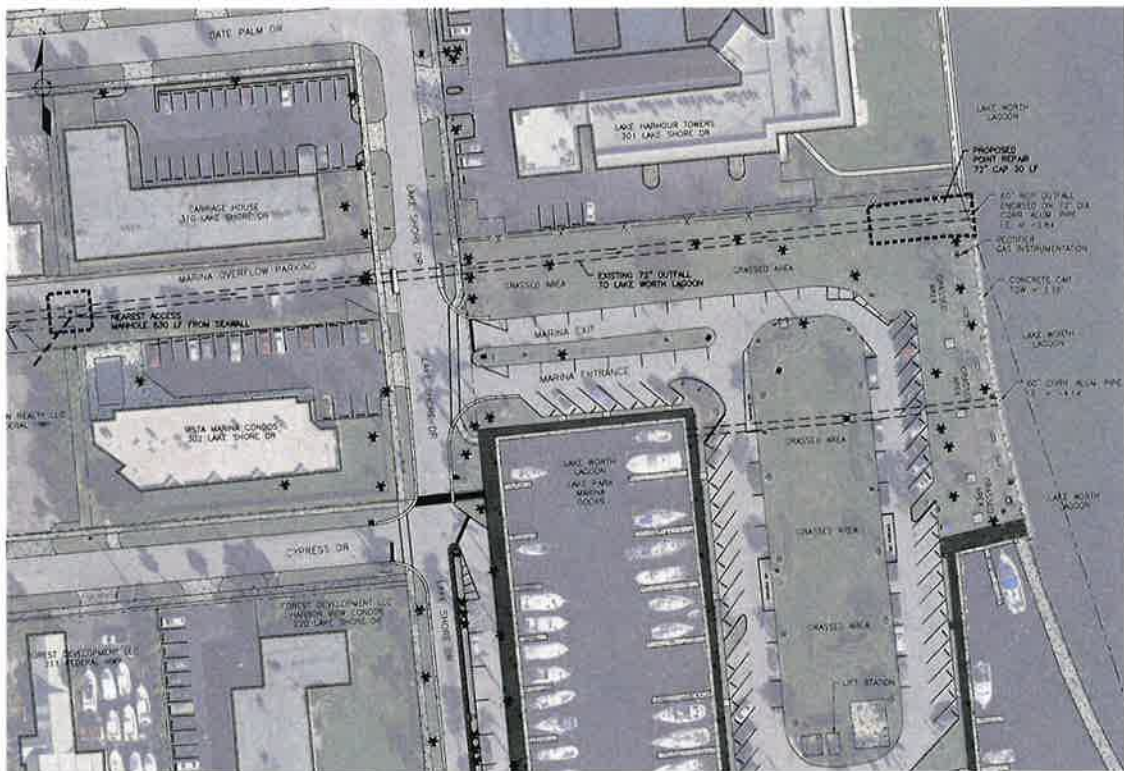
R.C.P.P.	REINFORCED CONCRETE PRESSURE PIPE
R.O.D.	ROCK QUALITY DESIGNATION
R.M.	ROOTMAN
S	SOUTH
SAN	SANITARY SEWER
S.B. or S/B	SOUTHBOUND
S.O.	STORM DRAIN
S.O.D.	SURFACE DRAIN DITCH
S.F.	SUPER ELEVATION
S.F.	SILT FENCE
S.F.	SQUARE FEET
S.F.W.M.D.	SOUTH FL WATER MANAGEMENT DISTRICT
SHEET	SHEET
SI	SE. LUCIE COUNTY
SIC	SEWER MANHOLE
SMR1	SOUTH MARTIN REGIONAL UTILITY
SMR1	SEWER MANHOLE
SMR1	STRUCTURAL STEEL PLATE PIPE
SMR1	STRUCTURAL STEEL PLATE PIPE ARCH
SP	STANDARD PENETRATION TESTING
S.P.T.	STEEL SPIRAL IRB PIPE
S.R.P.	ALUMINIZED TYPE 2
S.R.P.	ALUMINIZED TYPE 2
S.S.	STAINLESS STEEL
S.S.D.	STOPPING SIGHT DISTANCE
S.S.F.	SUPER SILT FENCE
ST	STAIR
STD	STANDARD
STA.	STATION
STA.	SINGLE OPENING
ST	SQUARE YARDS
ST	STORMWATER MANAGEMENT
ST	TOP AND BOTTOM
ST	TOP OF
ST	TANGENT
TEL	TELEPHONE
TEMP	TEMPORARY
T.C.	TOP OF COVER
T.C.	TOP OF GRADE
T.C.	TRANSVERSE LINE
T.M.	TOP OF MANHOLE
TOLP	TOP OF CONCRETE
TOLP	TOWN OF LAKE PARK
TUP	TOP OF PIPE
TUP	TOP OF WALL
TYP	TYPICAL
TS	TEMPORARY SHALE
T.S.	TOP OF SLAB
T.S.	TOPSOIL
U.S.	TELEPHONE TERMINATION PANEL
U.S.	UNDER DRAIN
U.S.	UNDERGROUND
U.S.	UTILITY POLE
U.S.	UNITED STATES OF AMERICA
U.S.A.	UNITED STATES ARMY CORP. OF ENGINEERS
U.S.A.	UNIT SUBSTATION
USDA	UNITED STATES DEPARTMENT OF AGRICULTURE
V	VAULT
V.C.L.	VERTICAL CLEARANCE
V.C.L.	VERTICAL CURVE LENGTH
V.C.P.	VERTIFIED CLAY PIPE
W	WATER
W	WITH
W	WEST
WB	WESTBOUND
WB	WELAND BUTTER
WM	WATER METER
WM	WATER MANHOLE
WPP	WATER POWER POLE
WS	WATER SERVICE
WUS	WATERS OF THE UNITED STATES
WV	WATER VALVE

**LEGEND**

PROPOSED	EXISTING
[Symbol]	WATER
[Symbol]	GAS
[Symbol]	GAS ABANDONED
[Symbol]	UNDERGROUND ELECTRIC
[Symbol]	OVERHEAD ELECTRIC
[Symbol]	PROTECTION
[Symbol]	STORMWATER
[Symbol]	SANITARY GRABY SEWER
[Symbol]	SANITARY FORCE MAIN
[Symbol]	FUEL LINE
[Symbol]	PUMP LINE
[Symbol]	UNDERGROUND TELEPHONE
[Symbol]	OVERHEAD TELEPHONE
[Symbol]	UNDERGROUND TELEPHONE
[Symbol]	UNDERGROUND COMMUNICATION
[Symbol]	UNDERGROUND FIBER OPTICS
[Symbol]	TOP OF BANK
[Symbol]	TOE OF BANK
[Symbol]	LANDSCAPE BUFFER SETBACK
[Symbol]	FENCE
[Symbol]	TURBIDITY CURTAIN
[Symbol]	SILT FENCE
[Symbol]	UNDER DRAIN SOLID
[Symbol]	UNDER DRAIN PERFORATED
[Symbol]	PROPOSED SPOT ELEVATION
[Symbol]	PROPOSED CURB AND GUTTER ELEVATION (TOP AND BOTTOM OF CURB)
[Symbol]	STORMWATER CATCH BASIN
[Symbol]	STORMWATER MANHOLE/DRAIN BASIN
[Symbol]	ELECTRICAL MANHOLE
[Symbol]	SANITARY MANHOLE
[Symbol]	TELECOMMUNICATIONS MANHOLE
[Symbol]	WATERBURY ACCESS MANHOLE
[Symbol]	LIGHT POLE
[Symbol]	WATER METER
[Symbol]	WATER VALVE
[Symbol]	GATE VALVE
[Symbol]	IRIGATION CONTROL VALVE
[Symbol]	GAS UTILITY VALVE
[Symbol]	GAS INSTRUMENTATION
[Symbol]	BACK FLOW PREVENTER
[Symbol]	CABLE HANDHOLE
[Symbol]	ELECTRICAL HANDHOLE
[Symbol]	HYDRANT
[Symbol]	SPRINKLER HEAD
[Symbol]	PROPOSED DEMOLITION AREA
[Symbol]	PROPOSED FULL DEPTH ASPHALT PAVEMENT
[Symbol]	PROPOSED CONCRETE
[Symbol]	PROPOSED TURF RE-ESTABLISHMENT

**OVRMA**
  
 OFFICE OF VERO RIVER MANAGEMENT

**CONSTRUCTION READY**
  
 REVISIONS
   
 TOWN OF LAKE PARK
   
 DEPARTMENT OF PUBLIC WORKS
   
 TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS
   
**LEGEND AND ABBREVIATIONS**
  
 DATE: 08/08/2018
   
 DRAWN BY: [Name]
   
 CHECKED BY: [Name]
   
 DATE: 08/08/2018



**GENERAL NOTES:**

1. ALL ELEVATIONS WHERE SHOWN REFERENCE THE VERTICAL DATUM NAD 88 AND THE NAD 83 FLORIDA EAST ZONE HORIZONTAL DATUM.
2. CONTRACTOR SHALL PERFORM FIELD LOCATION OF ALL EXISTING UTILITIES VIA SOFT-BOSSING WITHIN THE LIMITS OF EXCAVATION. CLEARING AND DEMOLITION CALL SURVEYING 811 48 HOURS PRIOR TO MOBILIZATION OR EXCAVATION ON SITE.
3. CONTRACTOR SHALL NOTIFY FL PUBLIC UTILITIES JAMES MOLES (888) 723-3483, 48 HOURS PRIOR TO EXCAVATION NEAR FL PUBLIC UTILITIES GAS INSTRUMENTATION, RECIFIER AND ELECTRICAL LINES.
4. ACCESS AND STAGING FOR THE MARINA TO BE COORDINATED WITH TOWN OF LAKE PARK DEPT. OF PUBLIC WORKS STORMWATER SUPERVISOR.
5. COORDINATE WITH ALL UTILITY PROVIDERS AS NECESSARY FOR TEMPORARY DISCONNECTIONS OF SERVICE.
6. NOTIFY OWNER'S REPRESENTATIVE 24 HOURS PRIOR TO MOBILIZATION.

**LEGEND:**

- LIMITS OF CONSTRUCTION
- FLOW DIRECTION

**PROJECT VICINITY MAP**  
SCALE: 1" = 50'

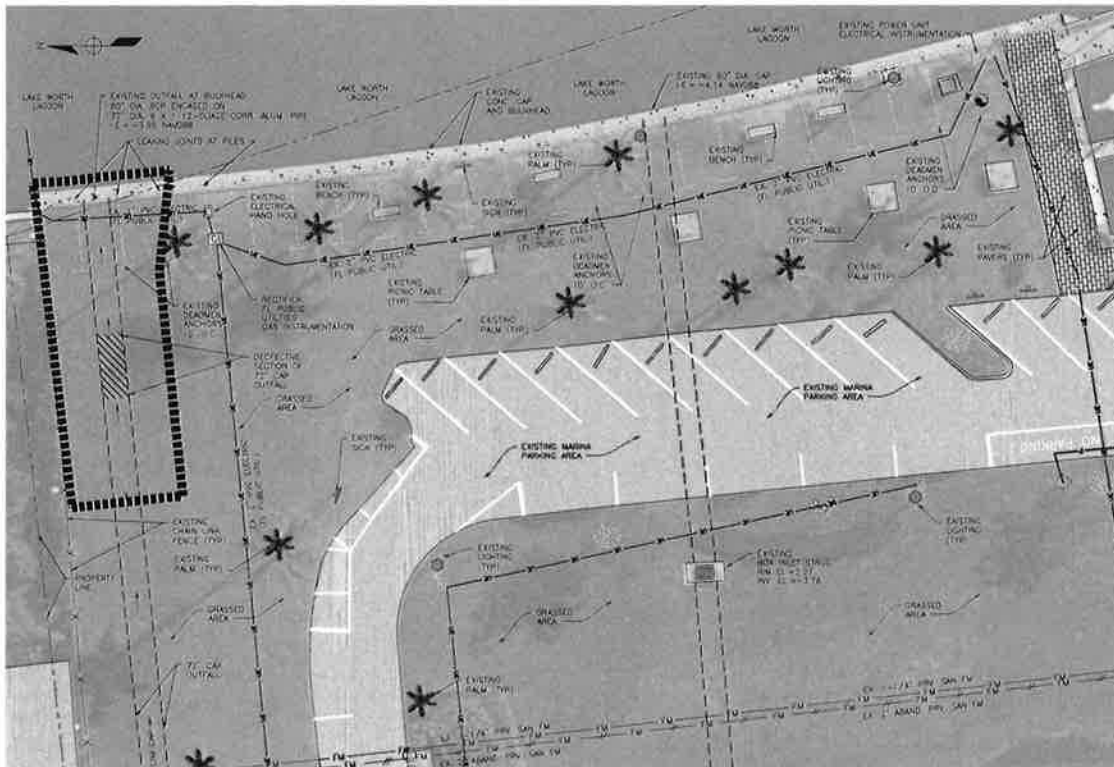
**OWNRMA**  
TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
840 OLD STATE HWY  
LAKE PARK, FL 32453  
PHONE: (385) 461-3243  
FAX: (385) 461-3243



**Summit Engineering**  
CALL: 760 (5) BUSINESS  
916-100-0250  
FAX: 916-100-0250  
WWW.SUMMITENGINEERING.COM  
ADDRESS: 2100 11th Street, Suite 110, Redding, CA 96001  
DATE: 09/2018  
BY: [Signature]

**CONSTRUCTION READY**

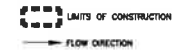
NO.	DESCRIPTION	DATE
REVISIONS		
TOWN OF LAKE PARK DEPARTMENT OF PUBLIC WORKS TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS LAKE NORTH LAGOON POINT REPAIR		
<b>PROJECT VICINITY MAP</b>		
SCALE	AS SHOWN	DRAWN BY
CHECKED	BY: JTS	DATE: 09/2018
DESIGNED	BY: JTS	CHECKED BY:
DATE:	09/2018	REVISIONS:
BY: [Signature]		
DATE:	09/2018	



GENERAL NOTES:

1. ALL ELEVATIONS WHERE SHOWN REFERENCE THE VERTICAL DATUM NAVD 88 AND THE 180 83 FLORIDA EAST ZONE HORIZONTAL DATUM.
2. CONTRACTOR SHALL PERFORM FIELD LOCATION OF ALL EXISTING UTILITIES VIA SOFT-DIGGING WITHIN THE LIMITS OF CONSTRUCTION PRIOR TO START OF EXCAVATION. CLEARING AND DEMOLITION CALL SUNSHINE 811 48 HOURS PRIOR TO MOBILIZATION OR EXCAVATION ON SITE.
3. CONTRACTOR SHALL NOTIFY FL PUBLIC UTILITIES JAMES ROLIE (561) 723-5463, 48 HOURS PRIOR TO EXCAVATION NEAR FL PUBLIC UTILITIES GAS INSTRUMENTATION, RECTIFIER AND ELECTRICAL LINES.
4. ACCESS AND STAGING FOR THE MARINA TO BE COORDINATED WITH TOWN OF LAKE PARK DEPT. OF PUBLIC WORKS STORMWATER SUPERVISOR.
5. COORDINATE WITH ALL UTILITY PROVIDERS AS NECESSARY FOR TEMPORARY DISCONNECTIONS OF SERVICE.
6. NOTIFY OWNER'S REPRESENTATIVE 24 HOURS PRIOR TO MOBILIZATION.

LEGEND:



EXISTING SITE AND UTILITY PLAN  
SCALE: 1" = 10'

TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
1440 BULLOCK WAY  
LAKE PARK, FL 33405  
PHONE (888) 481-3345  
FAX (561) 481-3348

**OWRMA**  
OPERATIONAL WATER RESOURCE MANAGEMENT ASSOCIATION  
200 W. HUNTER AVE. SUITE 100, TRENTON, NJ 08646  
PHONE (609) 391-0100 FAX (609) 391-0101



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CONSTRUCTION READY

NO.	DESCRIPTION	BY	DATE
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REVISIONS

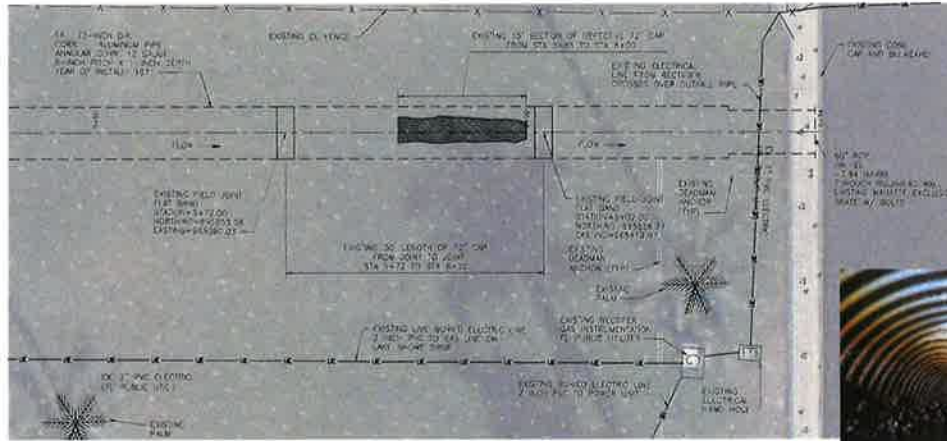
NO.	DESCRIPTION	BY	DATE
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TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS  
1440 BULLOCK WAY, LAKE PARK, FL 33405

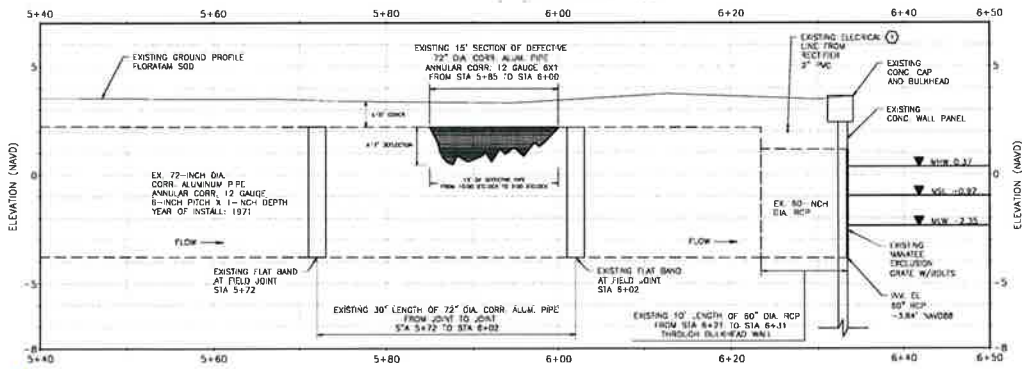
EXISTING SITE AND UTILITY PLAN

DATE	BY	CHECKED	APP.
DATE	BY	CHECKED	APP.
DATE	BY	CHECKED	APP.
DATE	BY	CHECKED	APP.





**EXISTING PLAN**  
HORIZONTAL SCALE: 1" = 5'



**EXISTING PROFILE**  
HORIZONTAL SCALE: 1" = 5'  
VERTICAL SCALE: 1" = 2'



- GENERAL NOTES:**
1. ALL ELEVATIONS WHERE SHOWN REFERENCE THE VERTICAL DATUM NAVD 88 AND THE MD 83 FLORIDA EAST ZONE HORIZONTAL DATUM.
  2. MEAN HIGH WATER, MEAN SEA LEVEL AND MEAN LOW WATER ELEVATIONS PROVIDED REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE BASED ON NEAREST NOAA STATION NO. 8722670, LAKE WORTH PIER.
  3. CONTRACTOR SHALL PERFORM FIELD LOCATION OF ALL EXISTING UTILITIES VIA SONAR-LOGGING WITHIN THE LIMITS OF EXCAVATION, CLEARING AND DEMOLITION CALL SUNSHINE 811 48 HOURS PRIOR TO MOBILIZATION OR EXCAVATION ON SITE.
  4. CONTRACTOR SHALL NOTIFY FL PUBLIC UTILITIES JAMES RILEY (850) 721-1441, 48 HOURS PRIOR TO EXCAVATION NEAR FL PUBLIC UTILITIES GAS INSTRUMENTATION, RECIFIER AND ELECTRICAL LINES.
  5. ACCESS AND STAGING FOR THE MARINA TO BE COORDINATED WITH TOWN OF LAKE PARK DEPT. OF PUBLIC WORKS 5-DENIMASTER SUPERVISOR.
  6. COORDINATE WITH ALL UTILITY PROVIDERS AS NECESSARY FOR TEMPORARY RECONNECTIONS OF SERVICE.
  7. NOTIFY OWNER'S REPRESENTATIVE 24 HOURS PRIOR TO MOBILIZATION.

- LEGEND:**
- DEFECTIVE PIPE
  - FLOW DIRECTION
  - ⊕ UTILITY CROSSING
  - ▽ WATER SURFACE ELEVATION

- ABBREVIATIONS:**
- MHW MEAN HIGH WATER
  - MSL MEAN SEA LEVEL
  - MWL MEAN LOW WATER
  - CORR CORRUGATED
  - ALUM ALUMINUM
  - CAP CORRUGATED ALUMINUM PIPE
  - RCP REINFORCED CONCRETE PIPE
  - CONC CONCRETE
  - EX EXISTING
  - INW INCHES
  - EL ELEVATION

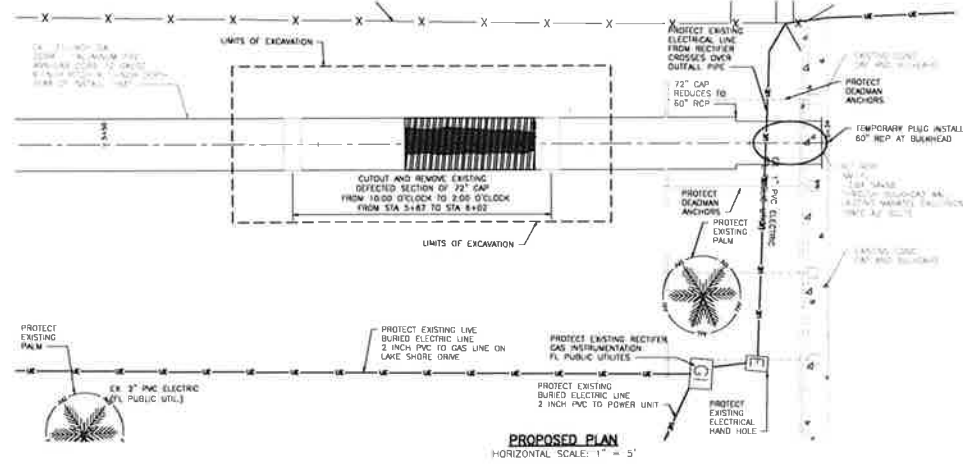
**CONSTRUCTION READY**

NO.	DESCRIPTION	DATE	BY

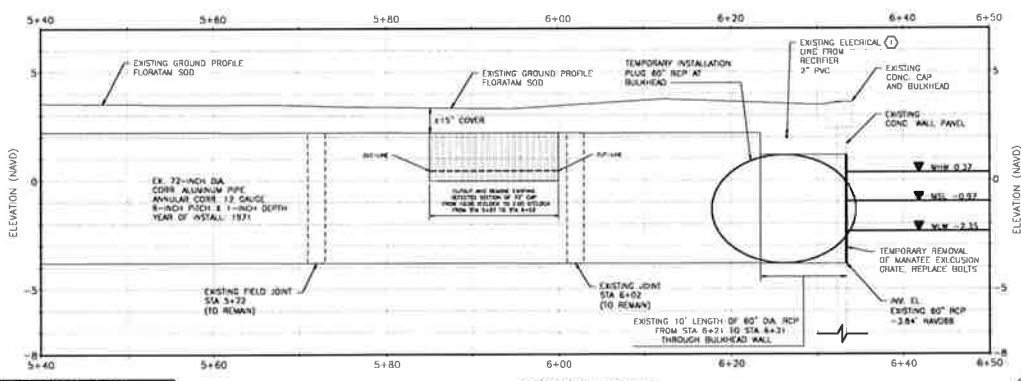
**EXISTING 72-INCH OUTFALL PLAN AND PROFILE**

NO.	DESCRIPTION	DATE	BY

⊕ 3" ELECTRIC CROSSES OVER 60" RCP  
BOTTOM OF 3" PVC: 2.00'  
TOP OF 60" RCP: 1.18'  
CLEARANCE: 0.84'



**PROPOSED PLAN**  
HORIZONTAL SCALE: 1" = 5'



**PROPOSED PROFILE**  
HORIZONTAL SCALE: 1" = 5'  
VERTICAL SCALE: 1" = 2'

- GENERAL NOTES:**
- ALL ELEVATIONS WHERE SHOWN REFERENCE THE VERTICAL DATUM NAVD 88 AND THE NAD 83 FLORIDA EAST ZONE HORIZONTAL DATUM.
  - MEAN HIGH WATER, MEAN SEA LEVEL AND MEAN LOW WATER ELEVATIONS PROVIDED REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE BASED ON NEAREST NOAA STATION NO. 8722670 LAKE NORTH PIER.
  - CONTRACTOR SHALL PERFORM FIELD LOCATION OF ALL EXISTING UTILITIES VIA SOFT-DIGGING WITHIN THE LIMITS OF CONSTRUCTION PRIOR TO START OF EXCAVATION. CLEARING AND DEMOLITION CALL SUNSHINE 811 48 HOURS PRIOR TO MOBILIZATION OR EXCAVATION ON SITE.
  - CONTRACTOR SHALL NOTIFY FL PUBLIC UTILITIES, JAMES BOLLE (881) 723-1483, 48 HOURS PRIOR TO EXCAVATION NEAR FL PUBLIC UTILITIES GAS INSTRUMENTATION, RECTIFIER AND ELECTRICAL LINES.
  - ACCESS AND STAGING FOR THE MARINA TO BE COORDINATE WITH TOWN OF LAKE PARK DEPT. OF PUBLIC WORKS STORMWATER SUPERVISOR.
  - COORDINATE WITH ALL UTILITY PROVIDERS AS NECESSARY FOR TEMPORARY DISCONNECTIONS OF SERVICE.
  - NOTIFY OWNER'S REPRESENTATIVE 24 HOURS PRIOR TO MOBILIZATION.

- LEGEND:**
- DEFECTIVE PIPE
  - FLOW DIRECTION
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  - WATER SURFACE ELEVATION

- ABBREVIATIONS:**
- MHW MEAN HIGH WATER
  - MEL MEAN SEA LEVEL
  - MWL MEAN LOW WATER
  - CORR CORRUGATED
  - ALUM ALUMINUM
  - CAP CORRUGATED ALUMINUM PIPE
  - RCP REINFORCED CONCRETE PIPE
  - CONC CONCRETE
  - EX EXISTING
  - INV INVERT
  - EL ELEVATION

**CONSTRUCTION READY**

NO.	DESCRIPTION	BY	DATE

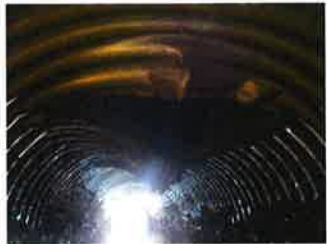
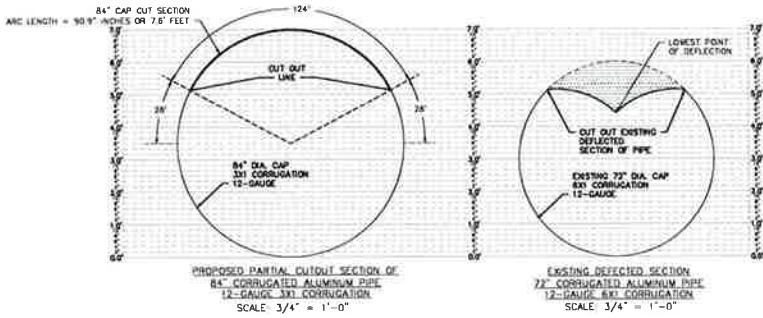
**PROPOSED POINT REPAIR PLAN AND PROFILE**

NO.	DESCRIPTION	BY	DATE

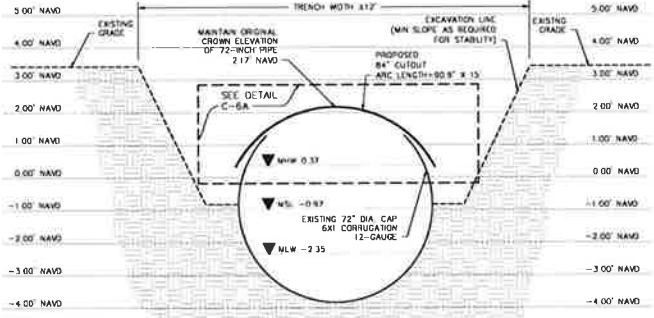
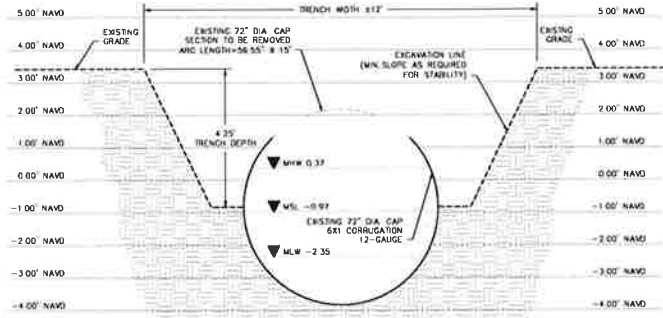
**OWRMA**  
OFFICE OF WATER RESOURCES MANAGEMENT  
100 UNIVERSITY BLVD., SUITE 300, BOCA RATON, FL 33488  
PHONE: (561) 881-1345 FAX: (561) 881-3249

**Stratix**  
CAL. (909) 221-BUSINESS  
OFFICE (909) 952-260  
811 or 1-800-333-4730  
WWW.CALSTRATIX.COM  
175 HIGLEY AVE.  
DAL, TX 75119

⊕ 3" ELECTRIC CROSSES OVER 80" RCP  
BOTTOM OF 3" PVC: 2.00'  
TOP OF 80" RCP: 1.10'  
CLEARANCE: 0.84'



- GENERAL NOTES:**
1. ALL ELEVATIONS WHERE SHOWN REFER TO THE VERTICAL DATUM NAVD 88 AND THE NAD 83 FLORIDA EAST ZONE HORIZONTAL DATUM.
  2. LOCATIONS OF EXISTING STORMWATER PIPES, MANHOLES AND CATCH BASINS ARE SHOWN AS APPROXIMATE. FIELD LOCATE WHERE NECESSARY.
  3. LOCATIONS OF EXISTING BURIED UTILITIES NOT SHOWN. CONTRACTOR SHALL PERFORM FIELD LOCATION OF ALL EXISTING UTILITIES WITHIN THE LIMITS OF CONSTRUCTION PRIOR TO START OF CLEARING AND DEMOLITION OF EXISTING STRUCTURES OR PAVEMENT. CALL SUNSHINE 811 48 HOURS PRIOR TO MOBILIZATION OR EXCAVATION ON SITE.
  4. ACCESS EXISTING DRAINAGE AND UTILITY DASEMENTS AS NECESSARY FOR ACCESS TO STORMWATER PIPES.
  5. NOTIFY OWNER'S REPRESENTATIVE 24 HOURS PRIOR TO MOBILIZATION.



**POINT REPAIR CUT-OUT DETAIL**  
SCALE: AS SHOWN

**STATE OF FLORIDA**  
COUNTY OF PALM BEACH  
No. 37887  
DATE: 08/11/2019  
**OWRMA**  
OFFICE OF WATER RESOURCES MANAGEMENT  
200 SHAW BLVD., SUITE 200, PALM BEACH, FL 33480  
PHONE: (561) 861-1345 FAX: (561) 861-1349

**Sunshine 811**  
CALL 800 (2) BUSINESS DAYS BEFORE THE 811 OR 1-800-442-0770  
WWW.CALLSUNSHINE811.COM  
IF 5' TNC LINE DIA. 811

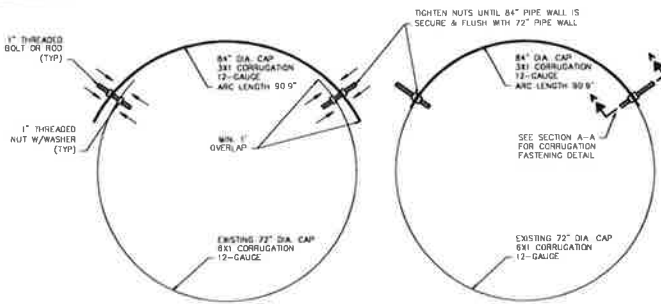
**CONSTRUCTION READY**

NO.	REVISIONS	DATE

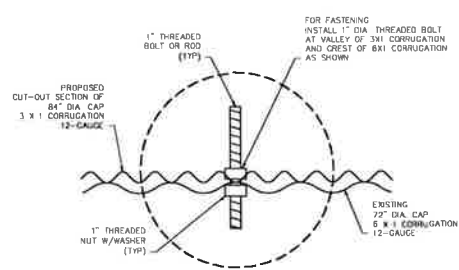
TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS  
22-INCH DUCTILE IRON MAIN

**72" DIA. CAP POINT REPAIR CUT-OUT DETAIL**

NO.	DATE	BY	CHECKED

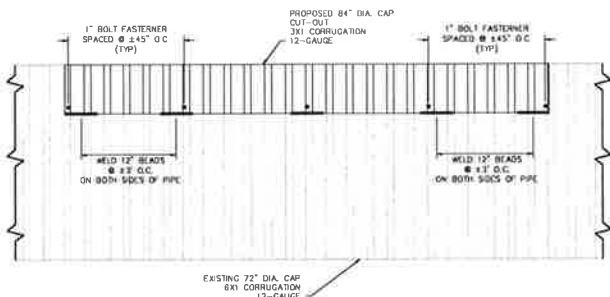


**DETAIL C-BA**  
**OUTPUT TEMPORARY CONNECTION DETAIL**  
SCALE: 1" = 1'-0"

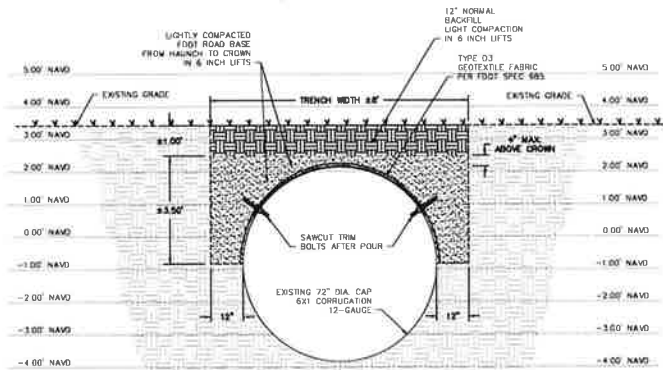


**SECTION A-A**  
SCALE: 3" = 1'-0"

- GENERAL NOTES:**
1. ALL ELEVATIONS WHERE SHOWN REFERENCE THE VERTICAL DATUM NAVD 88 AND THE HAD B3 FLORIDA EAST ZONE HORIZONTAL DATUM.
  2. LOCATIONS OF EXISTING STORMWATER PIPES, MANHOLES AND CATCH BASINS ARE SHOWN AS APPROPRIATE. FIELD LOCATE WHERE NECESSARY.
  3. LOCATIONS OF EXISTING SHARED UTILITIES NOT SHOWN. CONTRACTOR SHALL PERFORM FIELD LOCATION OF ALL EXISTING UTILITIES WITHIN THE LIMITS OF CONSTRUCTION PRIOR TO START OF CLEARING AND DEMOLITION OF EXISTING STRUCTURES OR PAVEMENT. CALL SURVEYING 8-11 HOURS PRIOR TO MOBILIZATION OR EXCAVATION ON SITE.
  4. ACCESS EXISTING DRAINAGE AND UTILITY FACILITIES AS NECESSARY FOR ACCESS TO STORMWATER PIPES.
  5. NOTIFY OWNER'S REPRESENTATIVE 24 HOURS PRIOR TO MOBILIZATION.



**BOLT AND WELD SPACING**  
SCALE: 3/4" = 1'-0"



**PARTIAL CONCRETE CAP & SEAL**  
SCALE: 3/4" = 1'-0"

**OWNERS**  
TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
1400 S.W. 5TH ST.  
LAKE PARK, FL 33403  
PHONE: (888) 881-3248  
FAX: (888) 881-3249

**OWRMA**  
WORLDWIDE OPERATIONS RESOURCES, INC.  
200 SOUTH SHORE DRIVE, SUITE 200, WESTON, FL 33412  
PHONE: (888) 881-3248

No. 37882  
STATE OF FLORIDA  
REGISTERED PROFESSIONAL ENGINEER

**POINT REPAIR FASTENER & CONCRETE CAP-SEAL DETAIL**

**Streetsmart811**  
CALL THE 811 BUSINESS  
NUMBER BEFORE YOU DIG.  
811 OR 1-800-368-5888  
WWW.CALL811FLORIDA.COM  
www.floridaclear.com  
ITS THE LAW  
CALL 811

**CONSTRUCTION READY**

NO.	REVISION	DATE

TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS  
72-INCH DUTIAL POINT REPAIR

**72" DIA. CAP POINT REPAIR FASTENER & CONCRETE CAP-SEAL DETAIL**

NO.	DATE	BY	CHKD.

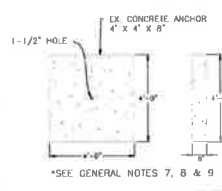
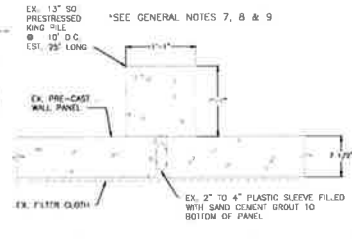
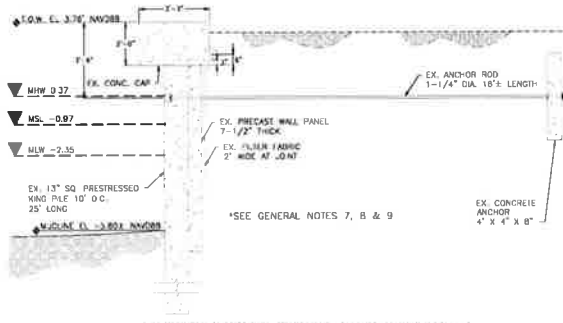
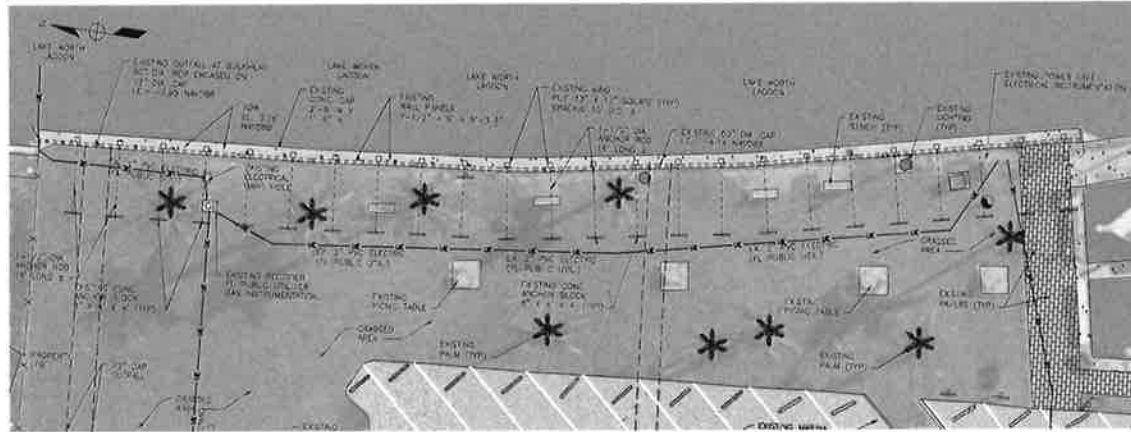
DATE: 12/15/2018  
TIME: 10:00 AM  
DRAWN BY: [Name]  
CHECKED BY: [Name]

**GENERAL NOTES:**

1. ALL ELEVATIONS WHERE SHOWN REFERENCE THE VERTICAL DATUM NAVD 88 AND THE NAD 83 FLORIDA EAST ZONE HORIZONTAL DATUM.
2. CONTRACTOR SHALL PERFORM FIELD LOCATION OF ALL EXISTING UTILITIES VIA SOFT-DIGGING WITHIN THE LIMITS OF CONSTRUCTION PRIOR TO START OF EXCAVATION. CLEARING AND REMEDIATION CALL SUNSHINE 811 48 HOURS PRIOR TO MOBILIZATION OF EXCAVATION ON SITE.
3. CONTRACTOR SHALL NOTIFY FL PUBLIC UTILITIES, JAMES ROLFE, (889) 723-3483, 48 HOURS PRIOR TO EXCAVATION NEAR FL PUBLIC UTILITIES GAS INSTRUMENTATION, RECIPER AND ELECTRICAL LINES.
4. ACCESS AND STAGING FOR THE MARINA TO BE COORDINATED WITH TOWN OF LAKE PARK DEPT. OF PUBLIC WORKS. STORMWATER SUPERVISOR 72 HOURS PRIOR TO MOBILIZATION.
5. COORDINATE WITH ALL UTILITY PROVIDERS AS NECESSARY FOR TEMPORARY DISCONNECTIONS OF SERVICE.
6. NOTIFY OWNER'S REPRESENTATIVE 24 HOURS PRIOR TO MOBILIZATION.
7. RECORD DRAWINGS OF BULKHEAD ARE NOT AVAILABLE.
8. INFORMATION AND TYPICAL DETAILS SHOWN ON THIS SHEET ARE PROVIDED BASED ON PARTIAL FIELD MEASUREMENTS AND TYPICAL DETAILS OF SIMILAR BULKHEAD TYPE. CONTRACTOR SHALL FIELD VERIFY EXISTING BULKHEAD CONFIGURATION, PILE LOCATIONS, CAP WIDTH AND DEPTH, AND WALL PANEL JOINT CONFIGURATION.
9. CONTRACTOR SHALL SOFT DIG LOCATE DEADMAN ANCHORS AND ANCHOR RODS TO VERIFY ANCHOR ROD LENGTH AND DEPTH PRIOR TO EXCAVATION AND REPAIR OF WALL PANEL JOINTS.

**ABBREVIATIONS:**

- MHW MEAN HIGH WATER
- M.S.L. MEAN SEA LEVEL
- MLW MEAN LOW WATER
- CORR CORRUGATED
- ALUM ALUMINUM
- CAP CORRUGATED ALUMINUM PIPE
- RCPC REINFORCED CONCRETE PIPE
- CONC CONCRETE
- EX EXISTING
- INV INVERT
- EL ELEVATION



**EXISTING TYPICAL SECTION THROUGH BULKHEAD**  
SCALE: 1/2" = 1'

**EXISTING TYPICAL JOINT BETWEEN PANELS**  
SCALE: 1-1/2" = 1'

**EXISTING TYPICAL PRECAST CONCRETE ANCHOR**  
SCALE: 1/2" = 1'

**EXISTING BULKHEAD PLAN AND TYPICAL SECTIONS**  
SCALE: 1" = 10'

CONSTRUCTION READY

NO.	DESCRIPTION	DATE	
		BY	CHK
REVISIONS			
TOWN OF LAKE PARK DEPARTMENT OF PUBLIC WORKS			
TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS 15 HIGH BUSH, LAKE PARK, FLORIDA			

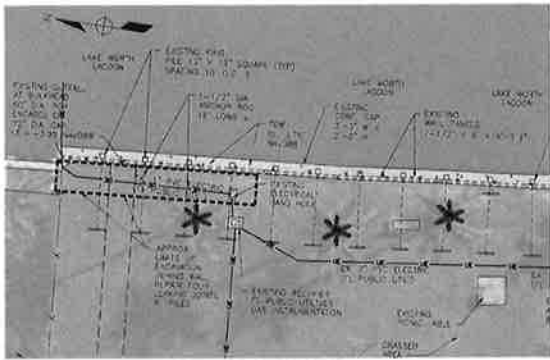
**EXISTING BULKHEAD PLAN AND TYPICAL SECTIONS**

NO.	DATE	BY	CHK

**OWRMA**  
ORANGE WATER RESOURCES MANAGEMENT ASSOCIATION  
15000 W. WINDY HILL ROAD, SUITE 100  
ORANGE, FLORIDA 32835  
TEL: 407.262.1111 FAX: 407.262.1122

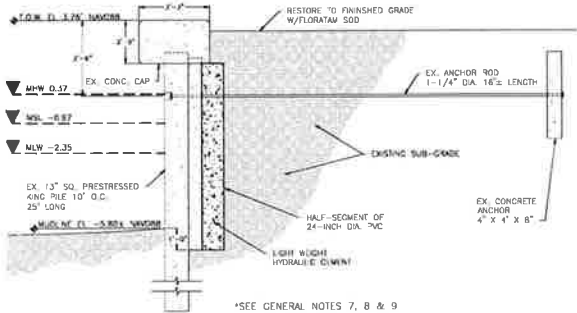


**Sunshine 811**  
CALL 888.811.SUNSHINE  
OR VISIT 811.SUNSHINE.COM  
FOR MORE INFORMATION



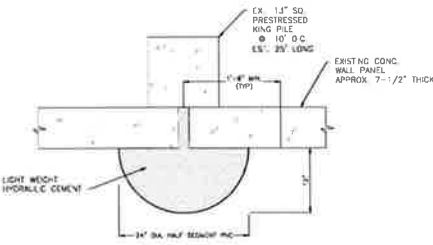
PROPOSED JOINT REPAIRS

SCALE: 1" = 10'



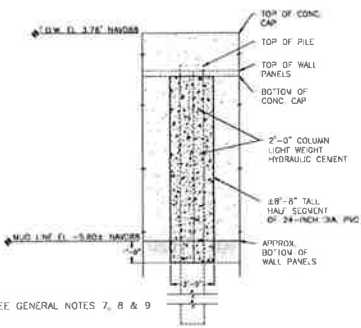
TYPICAL JOINT REPAIR SECTION THROUGH BULKHEAD

SCALE: 1/2" = 1'



TYPICAL SHEET PANEL JOINT REPAIR DETAIL AT PILE

SCALE: 1-1/2" = 1'



TYPICAL JOINT REPAIR DETAIL ELEVATION

SCALE: 1/2" = 1'

- GENERAL NOTES:**
1. ALL ELEVATIONS WHERE SHOWN REFERENCE THE VERTICAL DATUM NAVD 88 AND THE '83 FLORIDA EAST ZONE HORIZONTAL DATUM.
  2. CONTRACTOR SHALL PERFORM FIELD LOCATION OF ALL EXISTING UTILITIES VIA SOFT-RODGING WITHIN THE LIMITS OF CONSTRUCTION PRIOR TO START OF EXCAVATION. CLEANING AND DEMOLITION, CALL SUNSHINE 811 48 HOURS PRIOR TO MOBILIZATION OR EXCAVATION ON SITE.
  3. CONTRACTOR SHALL NOTIFY ALL PUBLIC UTILITIES, WATER, GAS, (GAS) 72-1-1483, 48 HOURS PRIOR TO EXCAVATION NEAR ALL PUBLIC UTILITIES GAS INSTRUMENTATION, RECTIFIER AND ELECTRICAL LINES.
  4. ACCESS AND STAGING FOR THE MARINA DO BE COORDINATED WITH TOWN OF LAKE PARK DEPT. OF PUBLIC WORKS STORMWATER SUPERVISOR 72 HOURS PRIOR TO MOBILIZATION.
  5. COORDINATE WITH ALL UTILITY PROVIDERS AS NECESSARY FOR TEMPORARY DISCONNECTIONS OF SERVICE.
  6. NOTIFY OWNER'S REPRESENTATIVE 24 HOURS PRIOR TO MOBILIZATION.
  7. RECORD DRAWINGS OF BULK-HEAD ARE NOT AVAILABLE.
  8. INFORMATION AND TYPICAL DETAILS SHOWN ON THIS SHEET ARE PROVIDED BASED ON PARTIAL FIELD MEASUREMENTS AND TYPICAL DETAILS OF SIMILAR BULKHEAD TYPE. CONTRACTOR SHALL FIELD VERIFY EXISTING BULKHEAD CONFIGURATION, PILE LOCATIONS, CAP WIDTH AND DEPTH, AND WALL PANEL JOINT CONFIGURATION.
  9. CONTRACTOR SHALL SOFT ROD LOCATE DEADMAN ANCHORS AND ANCHOR RODS TO VERIFY ANCHOR ROD LENGTH AND DEPTH PRIOR TO EXCAVATION AND REPAIR OF WALL PANEL JOINTS.
  10. THE SITE SHALL BE RESTORED TO ITS EXISTING CONDITION, INCLUDING SOO MATERIALS MATCHING EXISTING SPECIES.
  11. PROTECT EXISTING TREES DURING CONSTRUCTION.

**ABBREVIATIONS:**

- MHW MEAN HIGH WATER
- MSL MEAN SEA LEVEL
- MWL MEAN LOW WATER
- CONCR CORRUGATED
- ALUM ALUMINUM
- CAP CORRUGATED ALUMINUM PIPE
- RCF REINFORCED CONCRETE PIPE
- CONC CONCRETE
- EX EXISTING
- INV INVERT
- EL ELEVATION

**CONSTRUCTION READY**

NO.	DESCRIPTION	DATE	BY
REVISIONS			
TOWN OF LAKE PARK DEPARTMENT OF PUBLIC WORKS			
TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS 72-1001 QUALITY POINT RETAIN			
<b>PROPOSED BULKHEAD REPAIR PLAN AND TYPICAL DETAILS</b>			
DATE	BY	CHECKED	DATE

**OWRMA**  
ORANGE WATER RESOURCE MANAGEMENT AGENCY  
1000 W. UNIVERSITY BLVD., SUITE 100, ORANGE, FL 32813  
PHONE: (407) 881-3343 FAX: (407) 881-3348

SUNSHINE 811  
CALL 811 TO LOCATE  
UNDERGROUND UTILITIES  
BEFORE YOU DIG  
OR VISIT US AT  
WWW.SUNSHINE811.COM  
1-800-333-3333  
WWW.SUNSHINE811.COM

**STORMWATER POLLUTION PREVENTION PLAN**

**1. SITE DESCRIPTION**

**1.A. NATURE OF CONSTRUCTION ACTIVITIES**

PERFORMANCE OF A POINT REPAIR FOR A 15 FOOT SECTION OF DEFECTIVE EXISTING 72-INCH DIAMETER CORRUGATED ALUMINUM PIPE WHICH RUNS FROM WEST TO EAST FROM FEDERAL HWY TO THE LAKE WORTH LAGOON. THE POINT REPAIR SHALL BE PERFORMED USING EXCAVATION AND REMOVAL OF THE EXISTING DEFECTIVE SECTION OF PIPE AND REPLACED WITH A NEW PARTIAL SECTION OF 84-INCH CORRUGATED ALUMINUM PIPE. PLUGGING OF THE 60-INCH RCP OUTLET PIPE AT THE BULKHEAD MAY BE REQUIRED AT THE SEAWALL TO THE LAGOON THE NEAREST UPSTREAM MANHOLE IS APPROXIMATELY 600 FEET FROM THE LOCATION OF THE DEFECTIVE PORTION OF PIPE. ADDITIONALLY, EXISTING WALL PANEL JOINTS ON THE EXISTING BULKHEAD SHALL BE SEALED. NO CONSTRUCTION EQUIPMENT OR WORK SHALL BE PLACED OR PERFORMED WITHIN THE LAGOON (WATERSIDE).

**1.B. SEQUENCE OF MAJOR DISTURBING ACTIVITIES**

THE FOLLOWING SEQUENCE OF MAJOR ACTIVITIES SHALL BE FOLLOWED UNLESS THE CONTRACTOR CAN PROPOSE AN ALTERNATIVE THAT IS EQUAL TO OR BETTER THAN THE EROSION CONTROL PRACTICES DESCRIBED HEREIN AND IS APPROVED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES.

- 1-INSTALL ALL BARRICADES, EROSION CONTROLS, TURBIDITY CURTAINS, AND TREE PROTECTION
- 2-SITRIP THE AREAS TO BE EXCAVATED
- 3-INSTALL TEMPORARY PILEG AT THE BULKHEAD
- 4-BEGIN EXCAVATION WITHIN THE LIMITS OF THE POINT REPAIR
- 5-REMOVE THE EXISTING DEFECTIVE PIPE SECTION AND INSTALL THE PROPOSED PARTIAL POINT REPAIR
- 6-REINSTALL THE POINT REPAIR
- 7-INSTALL THE BULKHEAD JOINT SEAL PER PLANS
- 8-STABILIZE ALL BACKFILLED AREAS WITH SOG AND RESTORE IRRIGATION AND/OR EXISTING UTILITIES
- 9-REMOVE ALL BARRICADES, EROSION CONTROLS, TURBIDITY CURTAINS, AND TREE PROTECTION

**1.C. SEQUENCE OF MAJOR DISTURBING ACTIVITIES**

TOTAL SITE AREA: 0.05 AC  
TOTAL AREA OF SITE TO BE DISTURBED: 0.05 AC

**1.D. ESTIMATE OF DRAINAGE AREA SIZE FOR EACH DISCHARGE POINT**

Basin 1: 0.05 AC

**1.E. LATITUDE AND LONGITUDE FOR EACH DISCHARGE POINT AND IDENTIFY THE RECEIVING WATER OR WSA FOR EACH DISCHARGE POINT:**

Basin 1: 28° 47' 41.02" N  
80° 03' 09.84" W  
DISCHARGE TO THE LAKE WORTH LAGOON

**2. EROSION CONTROLS**

**2.A. EROSION AND SEDIMENT CONTROLS**  
SILT FENCES SHALL BE INSTALLED AND MAINTAINED AROUND THE PERIMETER OF THE DISTURBED AREA. TURBIDITY CURTAINS SHALL BE PLACED AT ALL POINTS OF DISCHARGE INTO THE LAGOON. PAVED ROADS SHALL BE SWEEPED AND KEPT CLEAR TO PREVENT EROSION AND CONTROL WIND-BOUNCE SOIL TRANSPORT. TREE PROTECTION SHALL BE USED TO PROTECT ALL TREES WITHIN THE LIMITS OF CONSTRUCTION.

**2.A.1. PERMANENT AND TEMPORARY STABILIZATION PRACTICES**  
CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING WATER TRUCK ON-SITE FOR TEMPORARY STABILIZATION DURING CONSTRUCTION. ALL DISTURBED AREAS ARE TO BE SOGGED UPON COMPLETION OF GRADING. THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING THIS PORTION FOR THE SWPPP.

**2.B. STORMWATER MANAGEMENT**

EROSION CONTROLS, TURBIDITY CURTAINS AND TREE PROTECTION SHALL REMAIN INSTALLED TO PREVENT RUNOFF FROM PASSING OFF-SITE PRIOR TO ENTERING TREATMENT FACILITIES.

**2.C. OTHER CONTROLS**

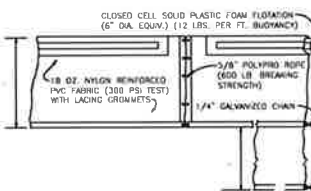
- 2.C.1. WASTE DISPOSAL**  
CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER DISPOSAL AND STORAGE OF ALL OILS, CHEMICALS, LITTER AND SANITARY WASTE. PER LOCAL, STATE AND FEDERAL GUIDELINES, NO DISCHARGES ARE ALLOWED INTO THE SURFACE WATER MANAGEMENT SYSTEM.
- 2.C.2. OFFSITE VEHICLE TRACKING**  
PAVED ROADS ARE TO BE SWEEPED DAILY.
- 2.C.3. APPLICATION RATES OF ALL FERTILIZERS, HERBICIDES AND PESTICIDES USED**  
ANY FERTILIZERS, HERBICIDES, AND PESTICIDES TO BE USED SHALL BE APPLIED PER METHODS AND RATES RECOMMENDED BY THE MANUFACTURER'S LABEL, WHICH MUST BE AFFIXED TO OR PRINTED DIRECTLY ON THE CONTAINER.
- 2.C.4. STORAGE, APPLICATION, GENERATION AND MIGRATION OF ALL TOXIC SUBSTANCES**  
CONTRACTOR IS REQUIRED TO PROPERLY MAINTAIN ALL VEHICLES IN GOOD WORKING ORDER TO PREVENT LEAKAGE OF TOXIC SUBSTANCES TO BE STORED ON-SITE.

**3. MAINTENANCE**

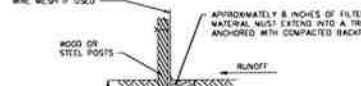
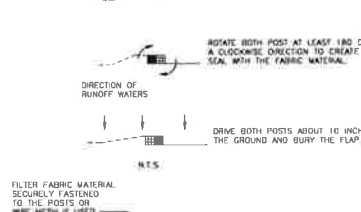
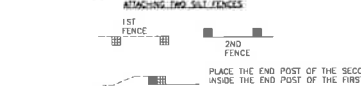
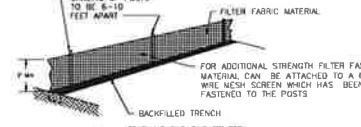
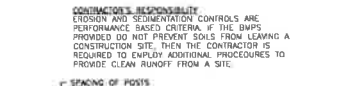
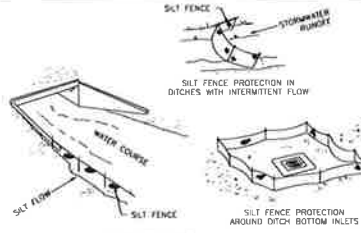
ALL STRUCTURAL AND NON-STRUCTURAL CONTROLS TO BE VISUALLY INSPECTED AND REPAIRED ON A DAILY BASIS BY THE CONTRACTOR. THESE CONTROLS ARE TO REMAIN IN GOOD AND EFFECTIVE OPERATING CONDITION PER THE APPROVED CONSTRUCTION PLANS AND PER STANDARD FDOT INDEXES.

**3. NON-STORMWATER DISCHARGES**

NONE



**TURBIDITY CURTAIN DETAIL**  
SCALE: N.T.S.



**GENERAL NOTES:**

1. ALL EROSION AND SEDIMENT CONTROL DEVICES AND OPERATION SHALL BE PER FDOT SPECIFICATIONS
2. CONSTRUCTION METHODS AND MATERIALS SHALL BE IN ACCORDANCE WITH FDOT ROAD AND BRIDGE STANDARDS
3. AUTHORIZATION TO INSTALL EROSION CONTROL DEVICES SHALL BE GRANTED AT THE PRE-CONSTRUCTION MEETING.
4. ALL EROSION CONTROL MEASURES SHALL BE INSPECTED DAILY AND ANY DAMAGED AREAS SHALL BE REPAIRED IMMEDIATELY.
5. INSTALL TURBIDITY CURTAIN, BARRICADES AND SILT FENCE TO PREVENT RUNOFF OF SEDIMENTS INTO THE LAGOON.
6. SOIL STABILIZATION SHALL BE COMPLETED IMMEDIATELY AND SIMULTANEOUSLY WITH COMPLETION OF BACKFILLING.
7. EROSION CONTROL DEVICES AND BARRICADES SHALL REMAIN IN PLACE UNTIL APPROVAL FOR REMOVAL IS GRANTED BY THE TOWN OF LAKE PARK AND THE ENGINEER.
8. ALL AREAS SHALL BE STABILIZED IMMEDIATELY FOLLOWING CONSTRUCTION TO PREVENT EROSION INTO THE LAGOON.

TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
LAKE PARK, FL 33403  
PHONE: (888) 881-3343  
FAX: (888) 881-3348

**OWRMA**  
OPERATIONAL WATER RESOURCES MANAGEMENT ASSOCIATION  
1100 N. WINDY HILL BLVD., SUITE 100, WINDY HILL, FL 33486  
PHONE: (888) 881-3343 FAX: (888) 881-3348

**STORMWATER POLLUTION PREVENTION PLAN  
EROSION CONTROL NOTES AND DETAILS**

**CONSTRUCTION READY**

NO.	DESCRIPTION	DATE

**REVISIONS**

NO.	DESCRIPTION	DATE

TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS  
32-INCH OUTLET POINT #2019

**STORMWATER POLLUTION PREVENTION PLAN  
EROSION CONTROL NOTES AND DETAILS**

DATE	BY	DATE	BY



# TOWN OF LAKE PARK DEPARTMENT OF PUBLIC WORKS

MAYOR MICHAEL O'ROURKE  
VICE- MAYOR KIMBERLY GLAS-CASTRO  
COMMISSIONER ERIN FLAHERTY  
COMMISSIONER JOHN LINDEN  
COMMISSIONER ROGER MICHAUD



CONTRACT DRAWINGS FOR

## STORMWATER IMPROVEMENT PROJECTS LAKE PARK MARINA 72-INCH OUTFALL POINT REPAIR & BULKHEAD JOINT REPAIR

APRIL 2020

CONSTRUCTION READY



SITE LOCATION MAP  
SCALE: 1" = 200'

CONSTRUCTION READY	
DATE	BY
REVISIONS	
NO.	DESCRIPTION
TOWN OF LAKE PARK DEPARTMENT OF PUBLIC WORKS	
TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS 72-INCH OUTFALL POINT REPAIR	

COVER SHEET	
DATE	BY
DATE	BY
DATE	BY

APPROVED:  
 \_\_\_\_\_  
 JOHN D. SANDRICH, TOWN MANAGER, TOWN OF LAKE PARK



TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
AND UTILITIES DEPT.  
LAKE PARK, FL 33403  
PHONE: (561) 881-3345  
FAX: (561) 881-3348

**OWRMA**  
OPERATIONAL WATER RESOURCES MANAGEMENT ASSOCIATION

**Summit**  
 2010 7200 (2) BUSINESS  
 2010 7200 (2) BUSINESS  
 811 W. 11th Street, Suite 100  
 Lake Park, FL 33403  
 (561) 881-3348

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**AGENCY CONTACT LISTING**

<b>ELECTRIC</b> FLORIDA POWER & LIGHT (FPL) JOEL BRAY 27400 POWERLINE ROAD BOCA RATON, FL 33433 PHONE: (305) 586-6403	<b>CABLE</b> COMCAST CABLE JOHN STRANAN 12435 BIRCHWOOD RD. PALM BEACH GARDENS, FL 33410 PHONE: (561) 227-3417
<b>WATER AND SEWER</b> SEACOAST UTILITY AUTHORITY SCOTT SPURIN 4200 HOOD ROAD PALM BEACH GARDENS, FL 33410 (561) 827-2000 x3388	<b>GAS</b> FLORIDA PUBLIC UTILITIES JAMES WOLFE, OPERATIONS SUPERVISOR 1635 WEATHER DR WEST PALM BEACH, FL 33411 PHONE: (561) 723-3463
<b>STORMWATER</b> TOWN OF LAKE PARK JOHN WYSE, SUPERVISOR 850 OLD OXLE HWY LAKE PARK, FL 33403-3008 PHONE: (561) 718-1026	<b>TELEPHONE</b> AT&T DAVID FARRUGGIO 1120 S HOGGERS CIR BOCA RATON, FL 33487 PHONE: (561) 987-0240

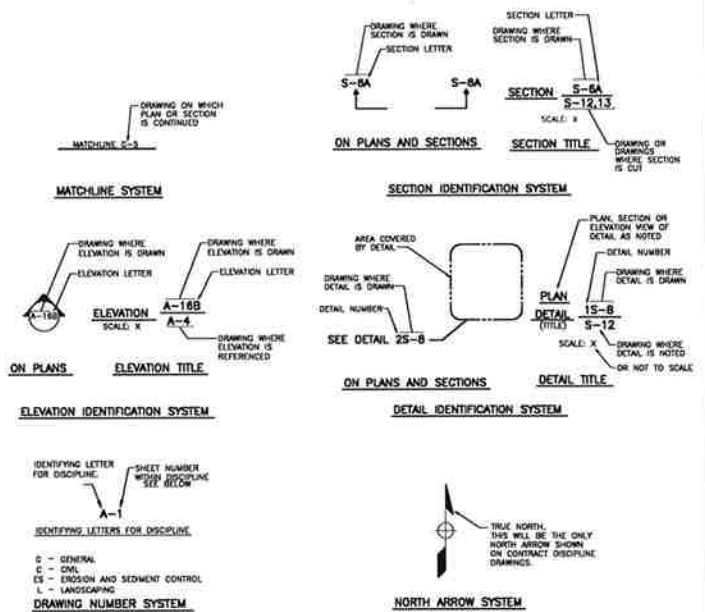
**PROJECT OWNER AND CONSULTANTS**

<b>OWNER/APPLICANT</b> TOWN OF LAKE PARK, FL JOHN WYSE 650 OLD OXLE HWY LAKE PARK, FLORIDA 33403-3008 PHONE: (561) 881-3345 EXT. 853 MOBILE: (561) 718-1026 FAX: (561) 881-3314	<b>CIVIL ENGINEERING CONSULTANT</b> WRMA 250 TEQUESTA DRIVE, SUITE 302 TEQUESTA, FLORIDA 33488-2766 PHONE: (561) 529-2075 X2002 FAX: (561) 401-9285
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<b>SURVEYOR</b> JAMES E. BOOT ASSOCIATES, PSC 2385 EXECUTIVE CENTER DRIVE, STE 100 BOCA RATON, FL 33431 PHONE: (561) 962-2851
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**INDEX AND USER GUIDE**



CONSTRUCTION READY			
NO.	DESCRIPTION	DATE	BY
REVISIONS			
TOWN OF LAKE PARK DEPARTMENT OF PUBLIC WORKS			
TOWN OF LAKE PARK STORMWATER APPROACHMENT PROJECTS 72-INCH OUTFALL POINT REPAIR			
INDEX AND USER GUIDE			
DATE	BY	DATE	BY
DESIGNED BY	DESIGNED BY	CHECKED BY	CHECKED BY
DRAWN BY	DRAWN BY	SUBMITTED BY	SUBMITTED BY
SURVEYOR	DATE	PROJECT NO.	PROJECT NO.
DATE	DATE	PROJECT NO.	PROJECT NO.

### GENERAL NOTES

- 1. SURVEY INFORMATION DEPICTED ON THESE PLANS WAS OBTAINED BY A FIELD SURVEY PERFORMED IN FEBRUARY 2020 BY JAMES E. BIZZI ASSOCIATES, P.C., A FLORIDA LICENSED SURVEYOR. ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND THE HORIZONTAL DATUM NAD 83(2011), 5-FC ZONE (FLORIDA EAST ZONE).
- 2. ALL EXISTING LOCATIONS AND ELEVATIONS SHOWN ON PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. DESIGN ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY.
- 3. STATION AND OFFSET REFER TO BASELINE OF CONSTRUCTION, UNLESS OTHERWISE NOTED.
- 4. PRIOR TO BID PREPARATION, THE CONTRACTOR MUST BECOME FAMILIAR WITH THE OVERALL SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS NECESSARY TO UNDERSTAND THE LIMIT AND DEPTH OF EXISTING ORGANIC MATERIAL, ANY MATERIALS TO BE DISPOSED OF OFFSITE, ANY INCORPORATION, DELAY, OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO INADEQUATE INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
- 5. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ALL QUANTITIES, TAKEOFF MEASUREMENTS, MATERIALS, ETC. PRIOR TO BID SUBMITTAL. IF A DISCREPANCY OCCURS, THE PHYSICAL PLAN TAKES PRECEDENCE. THE OWNER AND THE DESIGN ENGINEER ARE NOT TO BE HELD RESPONSIBLE FOR DISCREPANCIES IN THE SPECIFICATIONS AND/OR PLANS. ESTIMATED QUANTITIES ARE PROVIDED FOR REFERENCE ONLY.
- 6. UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR AND SUB-CONTRACTORS SHALL ATTEND A PRE-CONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER AND THE OWNER REPRESENTATIVE.
- 7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE DETERMINING EACH PHASE OF THE WORK.
- 8. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED AND THE CONTRACTOR IS GIVEN THE NOTICE TO PROCEED.
- 9. CONTRACTOR SHALL VERIFY SURVEY DATA ON THE DIMENSIONS PRIOR TO BEGINNING LAYOUT.
- 10. ANY SITE CONDITIONS DIFFERING FROM THOSE WHICH ARE REPRESENTED HEREON, WHETHER ABOVE, ON, OR BELOW THE SURFACE OF THE GROUND, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER AND ENGINEER IN WRITING. NO CLAIM FOR EXPENSE INCURRED BY THE CONTRACTOR DUE TO DIFFERING SITE CONDITIONS WILL BE ALLOWED IF THE CONTRACTOR FAILS TO PROVIDE THE REQUIRED WRITTEN NOTIFICATION OF SUCH CONDITIONS.
- 11. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL CONFIRM THE EXACT LOCATIONS AND ELEVATIONS. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE IF OTHER STRUCTURES, UTILITIES, ETC. NOT SHOWN ON THE DRAWINGS, EXIST WITHIN THE AREA OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION AND WRITTEN NOTIFICATION OF ALL CONFLICTS WITH THE PROPOSED CONSTRUCTION TO THE OWNER'S REPRESENTATIVE.
- 12. CONTRACTOR IS RESPONSIBLE TO CONTACT ALL UTILITY COMPANIES FOR LOCATIONS OF THEIR EXISTING FACILITIES. IT WILL THEN BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THESE FACILITIES FOR THE EXACT DEPTH.
- 13. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, THE CONTRACTOR SHALL ARRANGE FOR ANY NECESSARY RELOCATIONS OF EXISTING UTILITIES WITH THE UTILITY OWNERS. RELOCATIONS SHALL BE DONE IN A TIMELY MANNER TO MINIMIZE IMPACT ON CONSTRUCTION SCHEDULE. ANY DELAY CAUSED BY THE CONTRACTOR SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
- 14. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICAL TO ITS EMPLOYEES AND SUBCONTRACTORS FOR THEIR USE DURING CONSTRUCTION.
- 15. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE ON THE SELECTION OF PROPOSED CONSTRUCTION STAGING AREAS AND/OR STOCKPILE OF MATERIALS.

- 16. CONTRACTOR IS RESPONSIBLE TO HAVE ALL PERMITS REQUIRED FOR CONSTRUCTION. IF A DRAINAGE PERMIT IS REQUIRED, THEN THE CONTRACTOR MUST SUBMIT A DRAINAGE & DRAINAGE PLAN TO SOUTH FLORIDA WATER MANAGEMENT DISTRICT PRIOR TO CONSTRUCTION.
- 17. CONTACT "Sunshine 811, Inc." 1-800-433-4770 OR 811, NOT LESS THAN 3 FULL BUSINESS DAYS AND NO MORE THAN 3 BUSINESS DAYS PRIOR TO DIGGING.
- 18. THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE FLORIDA TRENCH SAFETY ACT AND THE UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT, CHAPTER 55A, FLORIDA STATUTES (FS). OTHER LAWS MAY ALSO APPLY TO EXCAVATION ACTIVITY, SUCH AS THE FLORIDA TRENCH SAFETY ACT, PART II, CHAPTER 55A, FS; THE FLORIDA GAS SAFETY LAW, PART I, CHAPTER 56A, FS; THE FEDERAL PIPELINE SAFETY ACT, AND/OR, O.S.H.A. STANDARD 1926.651.
- 19. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR SIDEWALKS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC. NO TRENCHES OR HOLES NEAR SIDEWALKS OR IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHT TIME HOURS.
- 20. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY AND WARRANTIES THAT THIS INTENT IS MADE EVIDENT BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR. NEITHER THE OWNER NOR ITS REPRESENTATIVE HAS AUTHORITY TO EXERCISE ANY CONTROL OVER THE CONTRACTOR, ANY SUB-CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY JOBSITE HEALTH OR SAFETY PRECAUTIONS.
- 21. ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHOWN ON THESE DIMENSIONS OR ENCOUNTERED THROUGH THE PROGRESSION OF WORK ARE ASSUMED TO BE LIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS WHEN WORKING AROUND EXISTING OVERHEAD OR UNDERGROUND UTILITIES.
- 22. THE CONTRACTOR SHALL ASSUME LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE CONTRACTOR'S OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES WHEN THEIR EXISTING FACILITIES CONFLICT WITH THE CONSTRUCTION.
- 23. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH CURRENT FOOT AND SERIES STANDARDS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. CONTRACTOR IS TO PROVIDE A MAINTENANCE OF TRAFFIC PLAN TO THE OWNER AND ALL APPLICABLE AGENCIES FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.
- 24. LANE CLOSURES SHALL BE PERMITTED, SUBJECT TO THE OWNER'S APPROVAL, FROM 8:30 AM TO 4:30 PM EACH WEEKDAY. SUCH CLOSURES REQUIRE PROPER APPLICATION OF FOOT AND SERIES 600-470. ONE TRAVEL LANE MUST BE OPEN AT ALL TIMES. TRAFFIC FLOW MUST BE RESTORED AS SOON AS PRACTICAL, FOLLOWING ANY LANE CLOSURE. THE CONTRACTOR'S MAINTENANCE OF TRAFFIC PLAN MUST CLEARLY IDENTIFY THE PROPOSED METHODS OF LANE CLOSURES.
- 25. CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
- 26. ALL SURVEY MONUMENTS WITHIN LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHALL NOTIFY: NATIONAL GEODETIC INFORMATION SERVICES CENTER ROOM NATIONAL GEODETIC SURVEY, N/GIC 1P 554C, J. STATION DRIVE SILVER SPRING, MARYLAND 20910 TELEPHONE NO. (301) 713-3242.
- 27. CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES SUCH AS FLOODING TURBIDITY CURTAINS AND SILT FENCES/BARRIERS WHERE NECESSARY IN ORDER TO COMPLY WITH STATE AND LOCAL WATER QUALITY STANDARDS AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS.
- 28. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE FLORIDA DEPT OF ENVIRONMENTAL PROTECTION'S (DEP'S) CONSTRUCTION GENERAL PERMIT (CGP) FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION SITES.

- 29. DRAINAGE ACTIVITIES SHALL NOT RESULT IN ANY DISCHARGE OF TURBID WATER FROM THE PROJECT SITE. COST OF CONSTRUCTION DRAINAGE SHALL BE INCIDENTAL TO THE OTHER ITEMS OF WORK UNDER THE CONTRACT.
- 30. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER.
- 31. THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WGL, OHT OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING PUBLIC OR PRIVATE ROADS AND FACILITIES DUE TO CONSTRUCTION AND ALL EXCESS FILL FROM THE SITE SHALL BE LEGALLY DISPOSED OF OFF SITE BY THE CONTRACTOR.
- 32. CONTRACTOR SHALL NOT BRING HAZARDOUS MATERIALS ONTO THE PROJECT SITE. SHOULD SUCH MATERIALS BE REQUIRED TO COMPLETE THE WORK, CONTRACTOR SHALL REQUEST PERMISSION OF THE OWNER IN WRITING. ALL BULK PETROLEUM PRODUCTS STORED ON SITE SHALL BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT.
- 33. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL VEGETATION CLEARING, REMOVAL, DISPOSAL, ABANDONMENT, AND RELOCATIONS NECESSARY TO COMPLETE THE WORK. WHETHER SHOWN ON THE DIMENSIONS OR NOT, CONTRACTOR IS RESPONSIBLE TO OBTAIN A CLEARING PERMIT FROM THE TOWN OF LAKE PARK.
- 34. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND FDOT DESIGN STANDARDS, LATEST EDITION. ALL FDOT INDICES ARE INCORPORATED AS PLAN REFERENCES HEREIN. CONTRACTOR IS RESPONSIBLE FOR OBTAINING COMPLETE COPIES OF THE LATEST EDITION OF FDOT INDICES.
- 35. ALL UTILITY MODIFICATIONS SHALL COMPLY WITH SEAGOAST UTILITIES AND FLORIDA PUBLIC UTILITIES STANDARD DETAILS AND SPECIFICATIONS WHERE APPLICABLE, AND THE FDOT'S MINIMUM CONSTRUCTION STANDARDS.
- 36. IF MATERIAL, SUSPECTED TO BE CONTAMINATED OR HAZARDOUS IS FOUND ON THE PROJECT OR ENCOUNTERED DURING CONSTRUCTION, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER.
- 37. ALL WORK SHALL BE OPEN AND SUBJECT TO INSPECTION BY AUTHORIZED REPRESENTATIVE OF THE OWNER, INVOLVED UTILITY COMPANIES, TOWN OF LAKE PARK AND STATE AGENCIES.
- 38. THE CONTRACTOR SHALL SCHEDULE INSPECTIONS AND TESTS WITH THE OWNER REPRESENTATIVE A MINIMUM OF 48 HOURS IN ADVANCE.
- 39. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE REQUIRED TESTS IN ACCORDANCE WITH THE APPLICABLE FDOT SPECIFICATION ON ALL ITEMS OF WORK INCLUDING CONCRETE, ASPHALT, COMPACTOR / STABILIZATION OF FINE BACKFILL, SUBGRADE AND BASE, PAVEMENT CONCRETE, AND OTHER PERTINENT PRODUCTS. ANY TESTS THAT INDICATE A FAILURE IN MEETING SPECIFICATION SHALL BE RE-TESTED ONCE THE CORRECTIVE WORK IS COMPLETED, UNTIL A PASSING TEST IS ACHIEVED. SCHEDULING OF TESTS SHALL BE COORDINATED WITH THE OWNER REPRESENTATIVE. REPORTS OF ALL TEST RESULTS, CERTIFIED BY A FLORIDA REGISTERED PROFESSIONAL GEOTECHNICAL ENGINEER, WHETHER PASSING OR FAILING, SHALL BE PROVIDED TO THE OWNER REPRESENTATIVE ON A WEEKLY BASIS.
- 40. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RESTORATION OF EXISTING PAVEMENT, PIPES, INLETS, MANHOLES, CONDUITS, CABLES AND LANDSCAPED AREAS, ETC. DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS AND/OR THOSE OF HIS SUBCONTRACTORS, AND SHALL RESTORE THEM PROMPTLY.
- 41. CONTRACTOR SHALL NOT DISTURB EXISTING SEAGOAST UTILITY MAINS OR STRUCTURES WITHOUT THE PRESENCE OF A SEAGOAST UTILITY INSPECTOR. SEAGOAST UTILITY SYSTEM VALVES AND APPURTENANCES MAY ONLY BE OPERATED BY SEAGOAST UTILITY PERSONNEL.
- 42. CONTRACTOR SHALL ADJUST ALL UTILITY CASTINGS INCLUDING SANITARY SEWER MANHOLE TOPS, INLETS, VALVE BOXES AND SIMILAR STRUCTURES AS REQUIRED TO MEET FINAL GRADES.

- 43. ELEVATIONS OF CROSS AREAS ARE GIVEN AT FINISHED 500 GRADE. GRADES OF THESE AREAS SHALL ACCORDINGLY 500 HEIGHT TO ACHIEVE PROPOSED FINISH GRADES.
- 44. ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL SLOPE FINISHED GRADES UNIFORMLY BETWEEN OTHER FINISHED AND EXISTING GRADES.
- 45. GRADING FROM PROPOSED TO EXISTING CONDITIONS SHALL NOT BE STEEPER THAN 4H 1V NOR FLATTER THAN 20H 1V.
- 46. EXISTING MALEDEDS TEMPORARILY REMOVED DUE TO CONSTRUCTION ACTIVITIES, SHALL BE REINSTALLED BY THE CONTRACTOR.
- 47. EXISTING TRAFFIC SIGNS TO BE RESET PER FOOT AND AUTO STANDARDS.
- 48. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE OWNER REPRESENTATIVE OR THE OWNER, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, EMPLOYEES OR THOSE OF HIS SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THIS END, THE CONTRACTOR SHALL PROVIDE ALL NECESSARY READWAY OR DRIVEWAY MARK AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.
- 49. CONTRACTOR SHALL RESTORE ALL AREAS AND VEGETATION DISTURBED BY THE CONTRACTOR'S ACTIVITIES INSIDE AND OUTSIDE OF THE LIMITS OF CONSTRUCTION INVOLVING CONSTRUCTION, STAGING AREAS, AND ACCESS ROADS IN ROAD AND AREAS INSIDE OF THE LIMITS OF CONSTRUCTION AND ALL DISTURBED NON-PAVED AREAS SHALL BE SOODED UNLESS OTHERWISE NOTED.
- 50. UPON FINAL CLEAN UP OF THE PROJECT SITE SHALL BE LEFT CLEAN OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEEPED BROAD CLEAN.
- 51. WARRANTY ALL MATERIAL AND EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR SHALL BE WARRANTED FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE THEREOF AGAINST DEFECTIVE MATERIALS AND WORKMANSHIP. UPON RECEIPT OF NOTICE FROM THE TOWN AND/OR CLIENT OF FAILURE OF ANY PART OF THE MAINTAINED EQUIPMENT OR MATERIALS DURING THE WARRANTY PERIOD, THE AFFECTED PART, PARTS OR MATERIALS SHALL BE PROMPTLY REPLACED BY THE CONTRACTOR WITH NEW PARTS OF MATERIALS AT NO EXPENSE TO THE TOWN AND/OR CLIENT. IN THE EVENT THE CONTRACTOR FAILS TO MAKE THE NECESSARY REPLACEMENT OF REPAIRS IMMEDIATELY AFTER NOTIFICATION, THE TOWN AND/OR CLIENT MAY ACCOMPLISH THE WORK AT THE EXPENSE OF THE CONTRACTOR.

### CONSTRUCTION READY

NO.	DESCRIPTION	BY	DATE
REVISIONS			

TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
TOWN OF LAKE PARK ENVIRONMENTAL IMPROVEMENT PROJECTS  
72-INCH DUTYAL FEET MAIN

### GENERAL NOTES

NO.	DATE	BY	DESCRIPTION



ABBREVIATIONS

LEGEND

NOT ALL ABBREVIATIONS ARE USED UNDER THIS CONTRACT.

ASHO/D AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS  
 ASMO ADASSED  
 ADF AVERAGE DAILY TRAFFIC  
 A/D APPROXIMATE  
 B & B/A BACK 7/800  
 B/L BILUMINUS  
 B/C BILUMINUS CONCRETE  
 B/D BEACH MARK  
 B/O BOTTOM OF PIPE  
 B/P BOTTOM OF PIPE  
 C.C. CENTER OF CURVE  
 CAP CORRUGATED ALUMINUM PIPE  
 CAPA CORRUGATED ALUMINUM PIPE ARCH  
 CATV CABLE TELEVISION  
 CB CATCH BASIN  
 C.B.R. CALIFORNIA BEARING RATIO  
 C CAST IRON  
 C & D/A CENTURLINE  
 CLASS CLASS  
 CLF CHAINLINK FENCE  
 CMF CORRUGATED METAL PIPE  
 CMV CONCRETE MADENRY UNIT  
 C.O. CURB ON GRADE  
 COMB COMBINATION  
 CONC CONCRETE  
 CONN CONNECTION  
 CONTA CONSTRUCTION  
 CONT CONTINUATION  
 COR CORRIGATE  
 CORR CORRECTION  
 CORR CORR ON ROAD  
 CORR-S CORRUGATED POLYETHYLENE PIPE - TYPE 'S'  
 C.S.P. CORRUGATED STEEL PIPE - ALUMINIZED TYPE 2  
 C.S.P. CORRUGATED STEEL PIPE ARCH - ALUMINIZED TYPE 2  
 CS COMBINED SEWER  
 CSU COMBINED SEWER OUTLET  
 CVR CITY VALVE  
 CW CITY WATER  
 D.G. DEGREE OF CURVE  
 DEWD DEWPOINT/DEWPOINT  
 D.H.V. DESIGN HOURLY VOLUME  
 D/PT DIAPHRAGM PILE  
 DA DIAMETER  
 DWH DRAIN MANHOLE  
 DN DOWN  
 D.O. DOUBLE OPENING  
 DPM DEPARTMENT OF PUBLIC WORKS  
 DRAN DRAIN  
 DRN DRAINAGE(S)  
 E EAST  
 E or ELEC ELECTRIC  
 EA EXTERNAL DISTANCE  
 EB EMBANKMENT  
 EFF or EFL EFFLUENT  
 EL or ELEV ELEVATION  
 EMV ELECTRIC MANHOLE  
 EQP EQUIPMENT  
 EQS END SECTION  
 EX or EXST EXISTING  
 EXP EXPANSION  
 EXPT EXPANSION JOINT  
 EV ELECTRICAL VALVE  
 F.D. FL. DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 FDOT FL. DEPARTMENT OF TRANSPORTATION  
 FT FEET  
 F or FL FLOWLINE  
 F.B.D. FLAT BOTTOM DITCH  
 F.H. FIRE HYDRANT  
 FM FORCE MAIN  
 FWC FL. FISH AND WILDLIFE CONSERVATION COMMISSION  
 FMS FISHMAN  
 G GAS  
 G.C. GUTTER  
 G.R.D. GROUND  
 GS GRADY SEWER

GV GAS VALVE  
 H.H. HANDBOX  
 H.M. HIGH DENSITY POLYETHYLENE  
 HORIZONTAL HORIZONTAL  
 HORIZP HORIZONTAL, ELLIPTICAL REINFORCED CONCRETE PIPE  
 HORZ HORIZONTAL  
 HP HIGH POINT  
 H SCH  
 H.S. HIGH POINT  
 H.W. INDIAN RIVER COUNTY  
 H.S.T. HULET RESIDENT TRAIL  
 J.B. JUNCTION BOX  
 J.J. JOINT  
 K K-INLET  
 L LENGTH  
 L.F. LINEAL FEET  
 L.L. LIQUID LIMIT  
 LP LOW POINT  
 L.P. LIGHT POLE  
 LT LEFT  
 L.T. LEFT  
 MAC MACADAM  
 MAK MAXIMUM  
 MCH MARTIN COUNTY UTILITIES AND SOLID WASTE DEPT.  
 M.C. MOISTURE CONTENT  
 V.D.D. MAXIMUM DRY CONTENT  
 MCH MECHANICAL  
 MH MANHOLE  
 M.N. MINIMUM  
 M.J. MECHANICAL JOINT  
 MOD MODIFIED  
 M.P. MULTI-PURPOSE  
 N NORTH  
 NB NORTHBOUND  
 NE NORTHEAST  
 NEC NATIONAL ELECTRIC CODE  
 N.E. NEUTRAL  
 N.C. NOT IN CONTRACT  
 N.P. NON-PLASTIC  
 N.T.S. NOT TO SCALE  
 OR CENTER OR CENTER  
 DHE OVERHEAD ELECTRIC  
 OVERHEAD OVERHEAD  
 O.R. OPENING  
 O.M.G. OPENING MEASURE  
 P.M.F. PALM BEACH COUNTY  
 P.O. POINT OF CURVATURE  
 P.C. POINT OF CURVATURE  
 P.C.E. PROFILE GRADE ELEVATION  
 P.G.L. PROFILE GRADE LINE  
 P/G.L. PROFILE GROUND LINE  
 P/R POINT OF ROTATION  
 PI PILE  
 PI-1 PHONE CONDUIT w/DESIGNATION  
 PI POINT OF INTERSECTION  
 POC POINT ON CURVE  
 POT POINT ON TANGENT  
 P.W.P. POLYETHYLENE PIPE  
 P.W.P. POLYVINYL CHLORIDE PROFILE WALL PIPE  
 P.W.P. PIPEREST  
 P.M. POINT OF REVERSE CURVE  
 POINT POINT  
 PT POINT OF TANGENCY  
 P.V. POINT OF VERTICAL CURVE  
 P.V. POLYVINYL CHLORIDE  
 PV POINT OF VERTICAL INTERSECTION  
 P.V.C. POINT OF VERTICAL CURVE  
 P.V. POINT OF VERTICAL TANGENCY  
 R RADIUS  
 RE REINFORCING  
 REVD REQUIRO  
 RF ROCK FRAGMENTS  
 RT RIGHT  
 R or R/W RIGHT OF WAY  
 RCP REINFORCED CONCRETE PIPE

REINFORCED CONCRETE PRESSURE PIPE  
 ROCK QUALITY DESIGNATION  
 ROH/MI REINFORCED  
 R.O.M. R.O.M.  
 SAN SANITARY SEWER  
 S.D. SOUTHBOUND  
 S.D. STORM DRAIN  
 S.D. SURFACE DRAIN DITCH  
 S/E SUPER ELEVATION  
 S/F SQUARE FEET  
 S.M. SOUTH FL. WATER MANAGEMENT DISTRICT  
 SHEET SHEET  
 S.L. ST. LUCIE COUNTY  
 S.M. SEWER MANHOLE  
 S.M. SOUTH MARTIN REGIONAL UTILITY  
 S.M. STORM SEWER MANHOLE  
 S.M. STRUCTURE STEEL PLATE PIPE  
 S.M. STRUCTURAL STEEL PLATE PIPE ARCH  
 S.M. STANDARD PENETRATION TESTING  
 S.M. STEEL SPIRAL RIB PIPE  
 S.M. ALUMINIZED TYPE 2  
 S.M. STEEL SPIRAL RIB PIPE ARCH - ALUMINIZED TYPE 2  
 S.M. ALUMINIZED TYPE 2  
 S.S. STAINLESS STEEL  
 S.S. STOPPING SIGHT DISTANCE  
 S.S. SUPER SILT FENCE  
 S.S. STAIR  
 S.S. STANDARD  
 S.S. STATION  
 S.S. SINGLE OPENING  
 S.S. SQUARE PAVES  
 S.S. STORMWATER MANAGEMENT  
 S.S. TOP AND BOTTOM  
 S.S. TOP OF  
 S.S. TANGENT  
 S.S. TELEPHONE  
 S.S. TELEPHONE  
 S.S. TOP OF COVER  
 S.S. TOP OF CURVE  
 S.S. TRANSVERSE LINE  
 S.S. TOP OF MANHOLE  
 S.S. TOP OF CONCRETE  
 S.S. TOWN OF LAKE PARK  
 S.S. TOP OF PIPE  
 S.S. TOP OF WALL  
 S.S. TRANSVERSE  
 S.S. TEMPORARY SCALE  
 S.S. TOP OF SLAB  
 S.S. TOP/SIDE  
 S.S. TELEPHONE TERMINATION PANEL  
 S.S. TYPICAL  
 S.S. UNDER DRAIN  
 S.S. UNDERGROUND  
 S.S. UTILITY POLE  
 S.S. UNITED STATES OF AMERICA  
 S.S. UNITED STATES ARMY C.O.E.  
 S.S. UNIT SUBSTATION  
 S.S. VALVE  
 S.S. VERTICAL CLEARANCE  
 S.S. VERTICAL CURVE LENGTH  
 S.S. WET/DRY CLAY PIPE  
 S.S. WATER  
 S.S. W/O  
 S.S. WEST  
 S.S. WESTBOUND  
 S.S. WETLAND BUFFER  
 S.S. WATER METER  
 S.S. WATER MANHOLE  
 S.S. WATER POWER POLE  
 S.S. WATER SERVICE  
 S.S. WATERS OF THE UNITED STATES  
 S.S. WATER VALVE

**PROPOSED**

--- WATER ---  
 --- GAS ---  
 --- UNDERGROUND ELECTRIC ---  
 --- OVERHEAD ELECTRIC ---  
 --- BRICK ---  
 --- STORMWATER ---  
 --- SANITARY GRADY SEWER ---  
 --- SANITARY FORCE MAIN ---  
 --- FUEL LINE ---  
 --- PUMP LINE ---  
 --- UNDERGROUND TELEPHONE ---  
 --- OVERHEAD TELEPHONE ---  
 --- UNDERGROUND TELEPHONE ---  
 --- UNDERGROUND COMMUNICATION ---  
 --- UNDERGROUND FIBER OPTICS ---  
 --- TOP OF BANK ---  
 --- TOE OF BANK ---  
 --- LANDSCAPE BUFFER SETBACK ---  
 --- FENCE ---  
 --- TURBIDITY CURTAIN ---  
 --- SILT FENCE ---  
 --- UNDER DRAIN SOLID ---  
 --- UNDER DRAIN PERFORATED ---  
 --- PROPOSED SPOT ELEVATION ---  
 --- PROPOSED CURB AND GUTTER ELEVATION (TOP AND BOTTOM OF CURB) ---  
 --- STORMWATER CATCH BASIN ---  
 --- STORMWATER MANHOLE/DRAIN BASIN ---  
 --- ELECTRICAL MANHOLE ---  
 --- SANITARY MANHOLE ---  
 --- TELECOMMUNICATIONS MANHOLE ---  
 --- WATERMAIN ACCESS MANHOLE ---  
 --- LIGHT POLE ---  
 --- WATER METER ---  
 --- WATER VALVE ---  
 --- GATE VALVE ---  
 --- IRRIGATION CONTROL VALVE ---  
 --- GAS UTILITY VALVE ---  
 --- GAS INSTRUMENTATION ---  
 --- BACK FLOW PREVENTER ---  
 --- CABLE HANDHOLE ---  
 --- ELECTRICAL HANDHOLE ---  
 --- HYDRANT ---  
 --- SPRINKLER HEAD ---  
 --- PROPOSED DEMOLITION AREA ---  
 --- PROPOSED FULL DEPTH ASPHALT PAVEMENT ---  
 --- PROPOSED CONCRETE ---  
 --- PROPOSED TURF RE-ESTABLISHMENT ---

**CONSTRUCTION READY**

--- WATER ---  
 --- GAS ---  
 --- UNDERGROUND ELECTRIC ---  
 --- OVERHEAD ELECTRIC ---  
 --- BRICK ---  
 --- STORMWATER ---  
 --- SANITARY GRADY SEWER ---  
 --- SANITARY FORCE MAIN ---  
 --- FUEL LINE ---  
 --- PUMP LINE ---  
 --- UNDERGROUND TELEPHONE ---  
 --- OVERHEAD TELEPHONE ---  
 --- UNDERGROUND TELEPHONE ---  
 --- UNDERGROUND COMMUNICATION ---  
 --- UNDERGROUND FIBER OPTICS ---  
 --- TOP OF BANK ---  
 --- TOE OF BANK ---  
 --- LANDSCAPE BUFFER SETBACK ---  
 --- FENCE ---  
 --- TURBIDITY CURTAIN ---  
 --- SILT FENCE ---  
 --- UNDER DRAIN SOLID ---  
 --- UNDER DRAIN PERFORATED ---  
 --- PROPOSED SPOT ELEVATION ---  
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 --- STORMWATER CATCH BASIN ---  
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 --- WATERMAIN ACCESS MANHOLE ---  
 --- LIGHT POLE ---  
 --- WATER METER ---  
 --- WATER VALVE ---  
 --- GATE VALVE ---  
 --- IRRIGATION CONTROL VALVE ---  
 --- GAS UTILITY VALVE ---  
 --- GAS INSTRUMENTATION ---  
 --- BACK FLOW PREVENTER ---  
 --- CABLE HANDHOLE ---  
 --- ELECTRICAL HANDHOLE ---  
 --- HYDRANT ---  
 --- SPRINKLER HEAD ---  
 --- PROPOSED DEMOLITION AREA ---  
 --- PROPOSED FULL DEPTH ASPHALT PAVEMENT ---  
 --- PROPOSED CONCRETE ---  
 --- PROPOSED TURF RE-ESTABLISHMENT ---

REVISIONS		
NO.	DATE	DESCRIPTION

TOWN OF LAKE PARK  
 DEPARTMENT OF PUBLIC WORKS  
 TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS  
 15-INCH DUTAL PIPE REPAIR

**LEGEND AND ABBREVIATIONS**

SYMBOL	DESCRIPTION
---	WATER
---	GAS
---	UNDERGROUND ELECTRIC
---	OVERHEAD ELECTRIC
---	BRICK
---	STORMWATER
---	SANITARY GRADY SEWER
---	SANITARY FORCE MAIN
---	FUEL LINE
---	PUMP LINE
---	UNDERGROUND TELEPHONE
---	OVERHEAD TELEPHONE
---	UNDERGROUND TELEPHONE
---	UNDERGROUND COMMUNICATION
---	UNDERGROUND FIBER OPTICS
---	TOP OF BANK
---	TOE OF BANK
---	LANDSCAPE BUFFER SETBACK
---	FENCE
---	TURBIDITY CURTAIN
---	SILT FENCE
---	UNDER DRAIN SOLID
---	UNDER DRAIN PERFORATED
---	PROPOSED SPOT ELEVATION
---	PROPOSED CURB AND GUTTER ELEVATION (TOP AND BOTTOM OF CURB)
---	STORMWATER CATCH BASIN
---	STORMWATER MANHOLE/DRAIN BASIN
---	ELECTRICAL MANHOLE
---	SANITARY MANHOLE
---	TELECOMMUNICATIONS MANHOLE
---	WATERMAIN ACCESS MANHOLE
---	LIGHT POLE
---	WATER METER
---	WATER VALVE
---	GATE VALVE
---	IRRIGATION CONTROL VALVE
---	GAS UTILITY VALVE
---	GAS INSTRUMENTATION
---	BACK FLOW PREVENTER
---	CABLE HANDHOLE
---	ELECTRICAL HANDHOLE
---	HYDRANT
---	SPRINKLER HEAD
---	PROPOSED DEMOLITION AREA
---	PROPOSED FULL DEPTH ASPHALT PAVEMENT
---	PROPOSED CONCRETE
---	PROPOSED TURF RE-ESTABLISHMENT

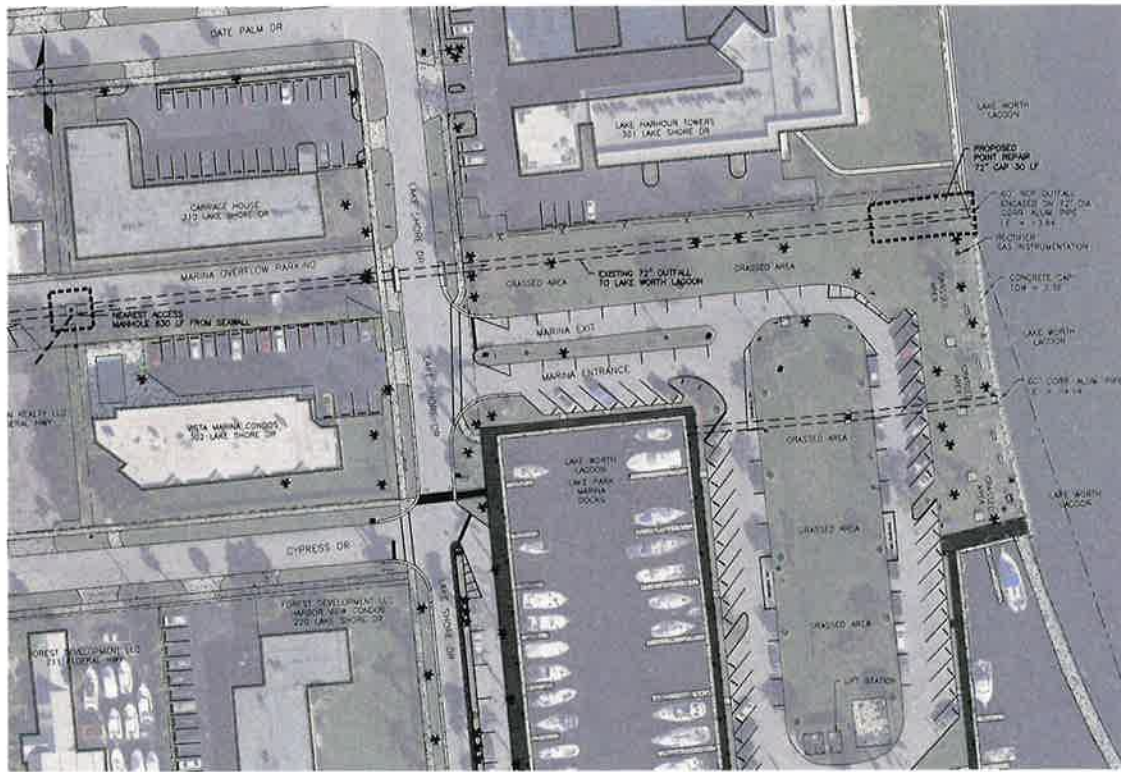


**GENERAL NOTES:**

1. ALL ELEVATIONS WHERE SHOWN REFERENCE THE VERTICAL DATUM NAVD 88 AND THE MAD 83 FLORIDA EAST ZONE HORIZONTAL DATUM.
2. CONTRACTOR SHALL PERFORM FIELD LOCATION OF ALL EXISTING UTILITIES VIA SOFT-DRIVING WITHIN THE LIMITS OF CONSTRUCTION PRIOR TO START OF EXCAVATION, CLEARING AND DEMOLITION CALL SUNSHINE 811 48 HOURS PRIOR TO MOBILIZATION OR EXCAVATION ON SITE.
3. CONTRACTOR SHALL NOTIFY FL PUBLIC UTILITIES JAMES NOLLE (881) 723-3483, 48 HOURS PRIOR TO EXCAVATION NEAR FL PUBLIC UTILITIES GAS INSTRUMENTATION RECIFIER AND ELECTRICAL LINES.
4. ACCESS AND STAGING FOR THE MARINA TO BE COORDINATED WITH TOWN OF LAKE PARK DEPT OF PUBLIC WORKS STORMWATER SUPERVISOR.
5. COORDINATE WITH ALL UTILITY PROVIDERS AS NECESSARY FOR TEMPORARY DISCONNECTIONS OF SERVICE.
6. NOTIFY OWNER'S REPRESENTATIVE 24 HOURS PRIOR TO MOBILIZATION.

**LEGEND:**

- LIMITS OF CONSTRUCTION
- FLOW DIRECTION



CONSTRUCTION READY	
NO.	DATE
REVISIONS	
NO.	DATE

TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS  
72-INCH DUTTAL POINT REPAIR

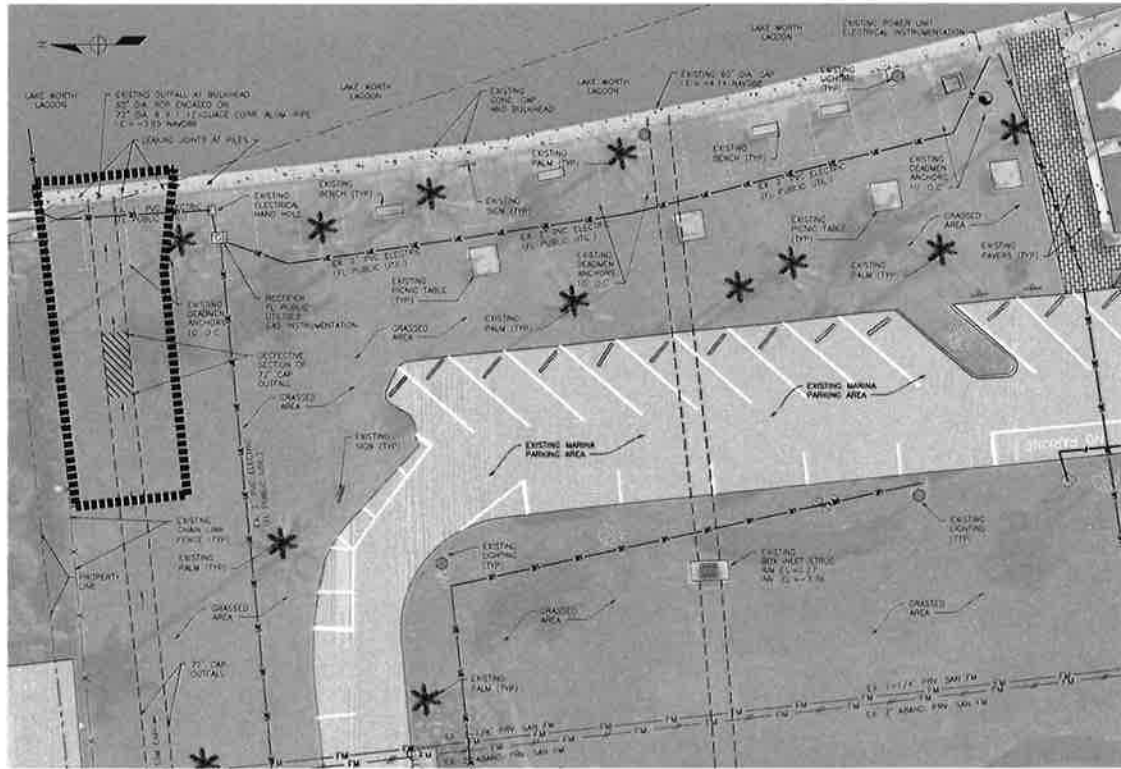
PROJECT VICINITY MAP	
DATE	NO. 3/28/21
BY	
CHECKED BY	
DATE	

PROJECT VICINITY MAP  
SCALE: 1" = 30'

TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
3300 S.E. 15th AVE  
LAKE PARK, FL 33453  
PHONE: (381) 861-3345  
FAX: (381) 861-3338

**OWRMA**  
OFFICE OF WATER RESOURCES MANAGEMENT  
100 GREENWAY, SUITE 200, WESTON, FL 33391  
PHONE: 888-448-2424 TOLL FREE  
WWW.OWRMA.COM

CALL 800 (2) SUNSHINE  
OR VISIT 811.FL  
1-800-433-8779  
SUNSHINE811.COM  
FOR THE STATE OF FLORIDA  
DATE: 8/11



- GENERAL NOTES:**
1. ALL ELEVATIONS WHERE SHOWN REFERENCE THE VERTICAL DATUM NAD83 AND THE NAD 83 FLORIDA EAST ZONE HORIZONTAL DATUM.
  2. CONTRACTOR SHALL PERFORM FIELD LOCATION OF ALL EXISTING UTILITIES VIA SOFT-SCOPING WITHIN THE LIMITS OF CONSTRUCTION PRIOR TO START OF EXCAVATION, CLEARING AND DEMOLITION. CALL SIGNING 811 48 HOURS PRIOR TO MOBILIZATION OR EXCAVATION ON SITE.
  3. CONTRACTOR SHALL NOTIFY FL PUBLIC UTILITIES, JAMES WOLFE, (888) 723-7463, 48 HOURS PRIOR TO EXCAVATION NEAR FL PUBLIC UTILITIES GAS INSTRUMENTATION RECIEVER AND ELECTRICAL LINES.
  4. ACCESS AND STAGING FOR THE MARINA TO BE COORDINATE WITH TOWN OF LAKE PARK DEPT. OF PUBLIC WORKS, STORMWATER SUPERVISOR.
  5. COORDINATE WITH ALL UTILITY PROVIDERS AS NECESSARY FOR TEMPORARY DISCONNECTIONS OF SERVICE.
  6. NOTIFY OWNER'S REPRESENTATIVE 24 HOURS PRIOR TO MOBILIZATION.

**LEGEND:**

- LIMITS OF CONSTRUCTION
- FLOW DIRECTION

**EXISTING SITE AND UTILITY PLAN**  
SCALE: 1" = 10'

TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
860 S.W. ONE WAY  
LAKE PARK, FL 33403  
PHONE: (888) 881-3243  
FAX: (888) 881-3329

**OWRMA**  
ORANGE WATER RESOURCE MANAGEMENT AUTHORITY  
2000 W. UNIVERSITY BLVD., SUITE 200, ORLANDO, FL 32836  
PHONE: (407) 261-1100 FAX: (407) 261-1101



CALL THE 800 BUSINESS  
NUMBER 800-521-8177  
OR 407-261-1100  
WWW.SMITHLINE.COM  
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EMPLOYER

**CONSTRUCTION READY**

NO.	DESCRIPTION	DATE

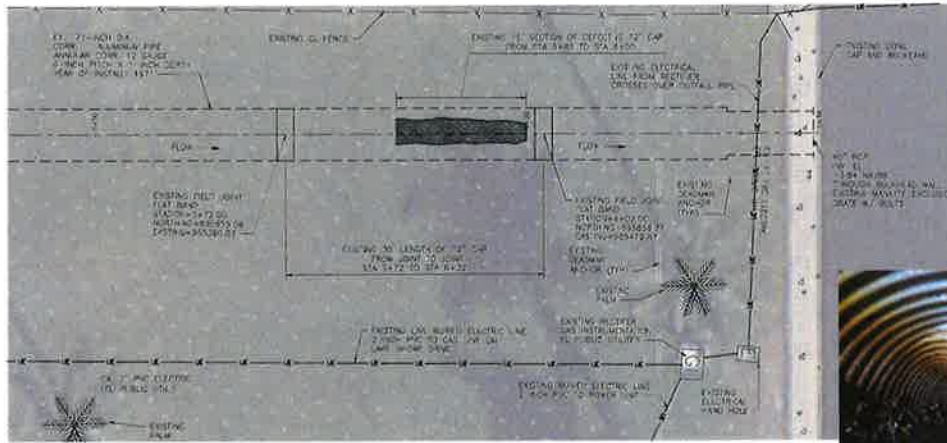
**REVISIONS**

NO.	DESCRIPTION	DATE

TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
TOWN OF LAKE PARK STORMWATER APPROACHMENT PROJECTS  
12-INCH OUTFALL POINT REPAIR

**EXISTING SITE AND UTILITY PLAN**

NO.	DATE	BY	CHKD.



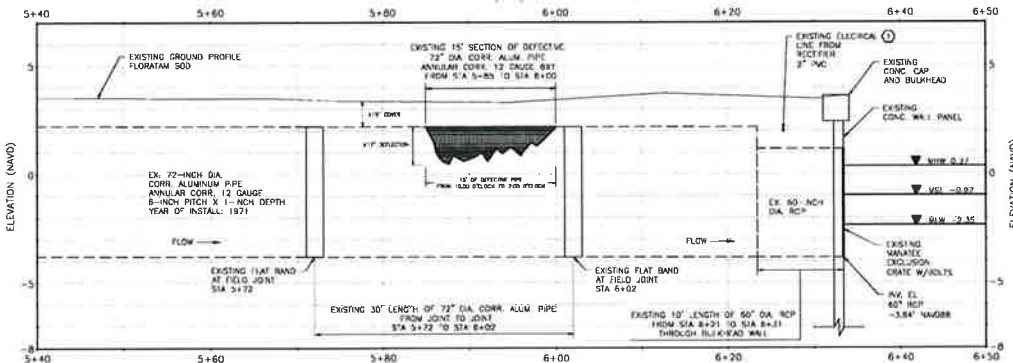
**EXISTING PLAN**  
HORIZONTAL SCALE: 1" = 5'



- GENERAL NOTES:**
1. ALL ELEVATIONS WHERE SHOWN REFERENCE THE VERTICAL DATUM NAVD 88 AND THE NAVD 83 FLORIDA EAST ZONE HORIZONTAL DATUM.
  2. MEAN HIGH WATER, MEAN SEA LEVEL AND MEAN LOW WATER ELEVATIONS PROVIDED REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE BASED ON NEAREST NOAA STATION NO. 8722570, LAKE NORTH PIER.
  3. CONTRACTOR SHALL PERFORM FIELD LOCATION OF ALL EXISTING UTILITIES VIA SOFT-ROVING WITHIN THE LIMITS OF EXCAVATION. CLEARING AND DEMOLITION CALL SUNSHINE 811 48 HOURS PRIOR TO MOBILIZATION OR EXCAVATION ON SITE.
  4. CONTRACTOR SHALL NOTIFY FL PUBLIC UTILITIES JAMES WILKE, (888) 723-3483 48 HOURS PRIOR TO EXCAVATION NEAR FL PUBLIC UTILITIES GAS INSTRUMENTATION, RECTIFIER AND ELECTRICAL LINES.
  5. ACCESS AND STAGING FOR THE MARINA TO BE COORDINATED WITH TOWN OF LAKE PARK DEPT. OF PUBLIC WORKS STORMWATER SUPERVISOR.
  6. COORDINATE WITH ALL UTILITY PROVIDERS AS NECESSARY FOR TEMPORARY DISCONNECTIONS OF SERVICES.
  7. NOTIFY OWNER'S REPRESENTATIVE 24 HOURS PRIOR TO MOBILIZATION.

- LEGEND:**
- ◻ DEFECTIVE PIPE
  - FLOW DIRECTION
  - ▽ UTILITY CROSSING
  - ▽ WATER SURFACE ELEVATION

- ABBREVIATIONS:**
- MHW MEAN HIGH WATER
  - M.S.L. MEAN SEA LEVEL
  - M.L.W. MEAN LOW WATER
  - CORR CORRUGATED
  - ALUM ALUMINUM
  - CAP CORRUGATED ALUMINUM PIPE
  - RCP REINFORCED CONCRETE PIPE
  - CONC CONCRETE
  - EX EXISTING
  - INV INVERT
  - EL ELEVATION



**EXISTING PROFILE**  
HORIZONTAL SCALE: 1" = 5'  
VERTICAL SCALE: 1" = 2'

3" ELECTRIC CROSSES OVER 60" RCP  
BOTTOM OF 2" PVC 220'  
TOP OF 60" RCP: 1.18'  
CLEARANCE: 0.94'

**OWRMA** PIPE CENTER  
 1100 S. UNIVERSITY AVENUE, SUITE 100, TAMPA, FL 33603  
 PHONE: (813) 881-3343 FAX: (813) 881-3349

CALL 800-877-BUSINESS  
 SUNSHINE 811  
 BY 9:00AM-4:00PM  
 MON-FRI (EXCEPT HOLIDAYS)  
 811-48 HOURS

**CONSTRUCTION READY**

NO.	DESCRIPTION	DATE

**TOWN OF LAKE PARK**  
 DEPARTMENT OF PUBLIC WORKS  
 TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS  
 77-INCH DUCTILE IRON VENT

**EXISTING 72-INCH OUTFALL PLAN AND PROFILE**

NO.	REVISION	DATE

DRAWN BY: [ ] CHECKED BY: [ ]  
 DESIGNED BY: [ ] DATE: [ ]  
 SCALE: [ ]

**GENERAL NOTES:**

1. ALL ELEVATIONS WHERE SHOWN REFERENCE THE VERTICAL DATUM NAVD 88 AND THE NAD 83 FLORIDA EAST ZONE HORIZONTAL DATUM.
2. MEAN HIGH WATER, MEAN SEA LEVEL AND MEAN LOW WATER ELEVATIONS PROVIDED REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE BASED ON NEAREST NOAA STATION NO. 8722670, LAKE WORTH PIER.
3. CONTRACTOR SHALL REWORK FIELD LOCATION OF ALL EXISTING UTILITIES VIA SOFT-BIDDING WITHIN THE LIMITS OF CONSTRUCTION PRIOR TO START OF EXCAVATION. CLEANING AND DEMOLITION CALL SUNSHINE 811 48 HOURS PRIOR TO MOBILIZATION OR EXCAVATION ON SITE.
4. CONTRACTOR SHALL NOTIFY FL PUBLIC UTILITIES, JAMES MOLE (581) 723-3483, 48 HOURS PRIOR TO EXCAVATION NEAR FL PUBLIC UTILITIES GAS INSTRUMENTATION RECIFIER AND ELECTRICAL LINES.
5. ACCESS AND STAGING FOR THE MARINA TO BE COORDINATED WITH TOWN OF LAKE PARK DEPT. OF PUBLIC WORKS SUPERVISOR SUPERVISOR.
6. COORDINATE WITH ALL UTILITY PROVIDERS AS NECESSARY FOR TEMPORARY DISCONNECTIONS OF SERVICE.
7. NOTIFY OWNER'S REPRESENTATIVE 24 HOURS PRIOR TO MOBILIZATION.

**LEGEND:**

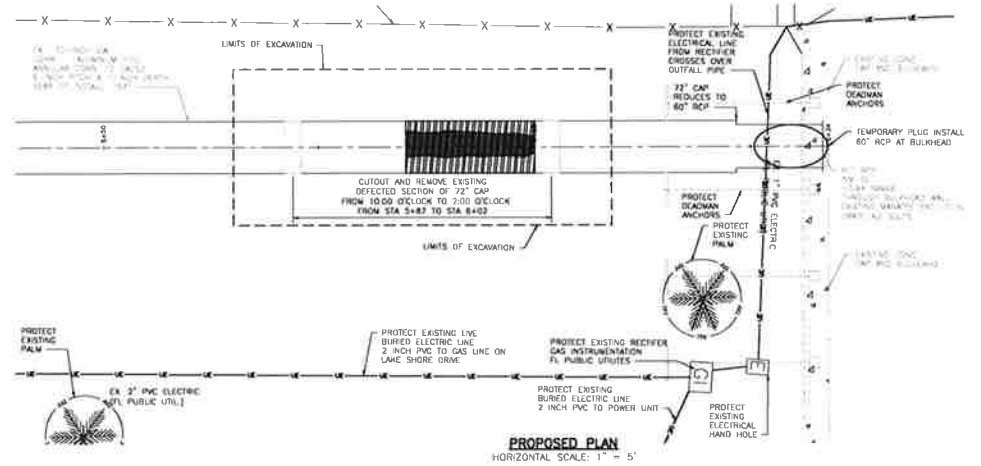
- DEFECTIVE PIPE
- FLOW DIRECTION
- UTILITY CROSSING
- WATER SURFACE ELEVATION

**ABBREVIATIONS:**

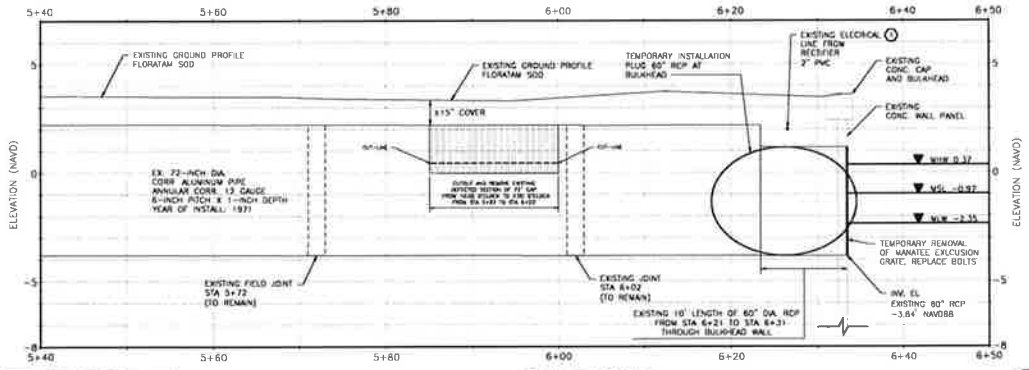
- MHW MEAN HIGH WATER
- MSL MEAN SEA LEVEL
- MWL MEAN LOW WATER
- CORR CORRUGATED
- ALUM ALUMINUM
- CAP CORRUGATED ALUMINUM PIPE
- RCP REINFORCED CONCRETE PIPE
- CONC CONCRETE
- EX EXISTING
- INV INVERT
- EL ELEVATION

**CONSTRUCTION READY**

NO.	DESCRIPTION	#	DATE
<b>REVISIONS</b>			
	TOWN OF LAKE PARK DEPARTMENT OF PUBLIC WORKS		
<b>PROPOSED POINT REPAIR PLAN AND PROFILE</b>			
DATE	BY	CHECKED	DATE



**PROPOSED PLAN**  
HORIZONTAL SCALE: 1" = 5'

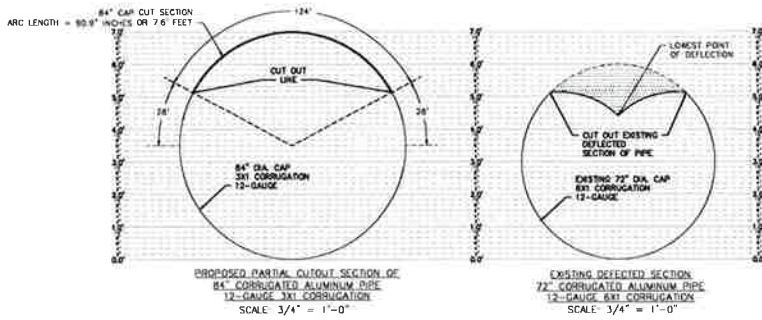


**PROPOSED PROFILE**  
HORIZONTAL SCALE: 1" = 5'  
VERTICAL SCALE: 1" = 2'

2" ELECTRIC CROSSES OVER 60" RCP  
BOTTOM OF 2" PVC 2.00'  
TOP OF 60" RCP: 1.18'  
CLEARANCE: 0.84'

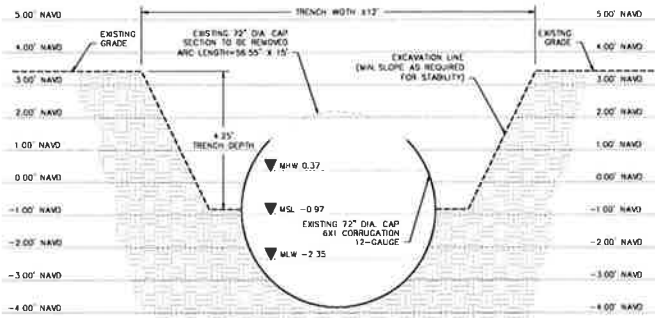


**OWRMA**  
OFFICE OF WATER RESOURCES MANAGEMENT  
1200 UNIVERSITY AVENUE, SUITE 400, WINTER PARK, FL 32789  
PHONE: (386) 881-3344 FAX: (386) 881-3349

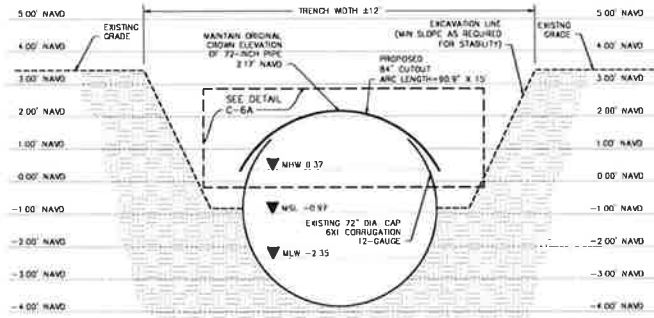


**GENERAL NOTES:**

1. ALL ELEVATIONS WHERE SHOWN REFER TO THE VERTICAL DATUM NAVD 88 AND THE HAD 85 FLORIDA EAST ZONE HORIZONTAL DATUM.
2. LOCATIONS OF EXISTING STORMWATER PIPES, MANHOLES AND CATCH BASINS ARE SHOWN AS APPROXIMATE. FIELD LOCATE WHERE NECESSARY.
3. LOCATIONS OF EXISTING BURIED UTILITIES NOT SHOWN. CONTRACTOR SHALL PERFORM FIELD LOCATION OF ALL EXISTING UTILITIES WITHIN THE LIMITS OF CONSTRUCTION PRIOR TO START OF CLEARING AND DEMOLITION OF EXISTING STRUCTURES OR PAVEMENT. CALL SUNSHINE 811 48 HOURS PRIOR TO MOBILIZATION OR EXCAVATION ON SITE.
4. ACCESS EXISTING DRAINAGE AND UTILITY EASEMENTS AS NECESSARY FOR ACCESS TO STORMWATER PIPES.
5. NOTIFY OWNER'S REPRESENTATIVE 24 HOURS PRIOR TO MOBILIZATION.



REMOVAL OF DEFINED SECTION OF 72" DIA. CAP  
SCALE: 3/4" = 1'-0"



INITIAL PLACEMENT OF 84" DIA. CAP CUT-OUT SECTION  
SCALE: 3/4" = 1'-0"

POINT REPAIR CUT-OUT DETAIL  
SCALE: AS SHOWN

**OWRMA**  
OFFICE OF WATER RESOURCES MANAGEMENT  
TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
840 U.S. ONE NORTH  
LAKE PARK, FL 33403  
PHONE: (888) 881-3343  
FAX: (888) 881-3343

**Sunshine 811**  
CALL 800 (24) BUSINESS  
DAYS BEFORE TO DIG  
811 OR 1-800-272-5779  
WWW.CALL811FLORIDA.COM  
FOR THE LINE  
DIAL 811

**CONSTRUCTION READY**

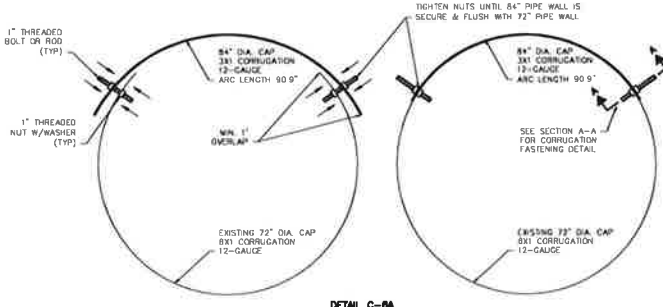
NO.	DESCRIPTION	BY	DATE

TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS  
72-INCH OUTFALL POINT REPAIR

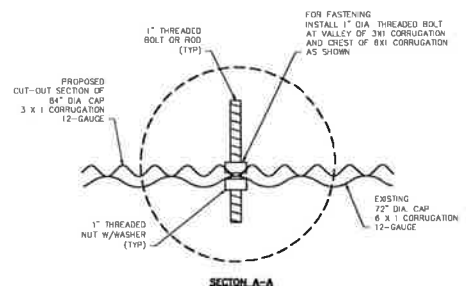
**72" DIA. CAP POINT REPAIR  
CUT-OUT DETAIL**

DATE	BY	CHECKED	DATE



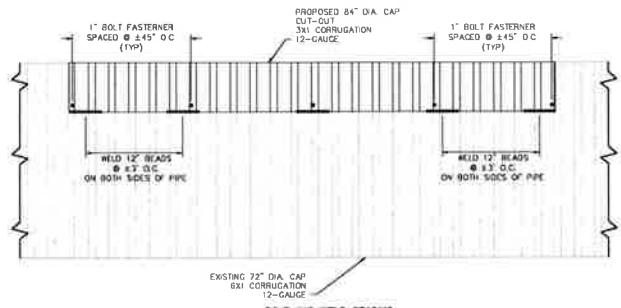


**DETAIL C-B**  
OUT-OUT TEMPORARY CONNECTION DETAIL  
SCALE: 1" = 1'-0"

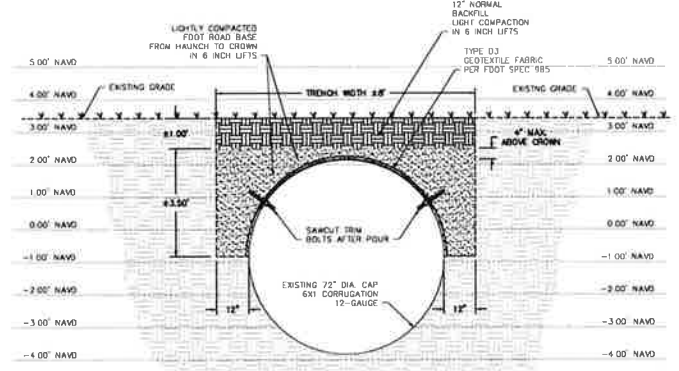


**SECTION A-A**  
SCALE: 3" = 1'-0"

- GENERAL NOTES:**
1. ALL ELEVATIONS WHERE SHOWN REFER TO THE VERTICAL DATUM NAD 88 AND THE NAD 83 FLORIDA EAST ZONE HORIZONTAL DATUM.
  2. LOCATIONS OF EXISTING STORMWATER PIPES, MANHOLES AND CATCH BASINS ARE SHOWN AS APPROXIMATE. FIELD LOCATE WHERE NECESSARY.
  3. LOCATIONS OF EXISTING BURIED UTILITIES NOT SHOWN. CONTRACTOR SHALL PERFORM FIELD LOCATION OF ALL EXISTING UTILITIES WITHIN THE LIMITS OF CONSTRUCTION PRIOR TO START OF CLEARING AND DEMOLITION OF EXISTING STRUCTURES OR PAVEMENT. CALL SUNSHINE 811 48 HOURS PRIOR TO MOBILIZATION OR EXCAVATION ON SITE.
  4. ACCESS EXISTING DRAINAGE AND UTILITY FACILITIES AS NECESSARY FOR ACCESS TO STORMWATER PIPES.
  5. NOTIFY OWNER'S REPRESENTATIVE 24 HOURS PRIOR TO MOBILIZATION.



**BOLT AND WELD SPACING**  
SCALE: 3/4" = 1'-0"



**PARTIAL CONCRETE CAP & SEAL**  
SCALE: 3/4" = 1'-0"

**POINT REPAIR FASTENER & CONCRETE CAP-SEAL DETAIL**

**OWRMA**  
ORANGE WATER RECLAMATION MANAGEMENT AUTHORITY  
1000 UNIVERSITY AVENUE, SUITE 100  
ORANGE, FLORIDA 32813  
PHONE: (407) 881-3200  
FAX: (407) 881-3349

**TOWN OF LAKE PARK**  
DEPARTMENT OF PUBLIC WORKS  
500 S.O. DICK HWY.  
LAKE PARK, FL 33403  
PHONE: (888) 881-3200  
FAX: (352) 881-3349

**Sunshine 811**  
CALL 811 TO REPORT  
& LOCATE UTILITIES  
OR VISIT  
WWW.CALIFORNIA811.COM  
www.sunshine811.com  
811 IS L.A.P.  
OK 811

**CONSTRUCTION READY**

NO.	REVISIONS	DATE	BY	CHK.

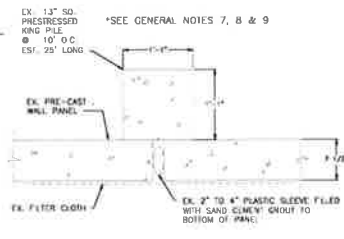
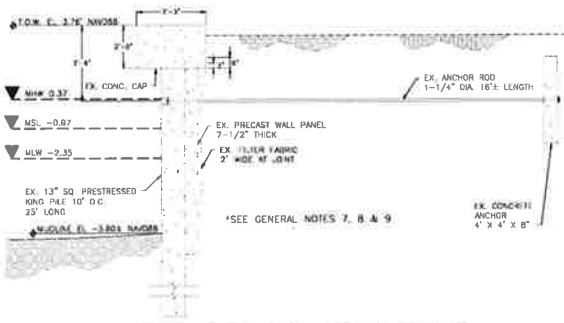
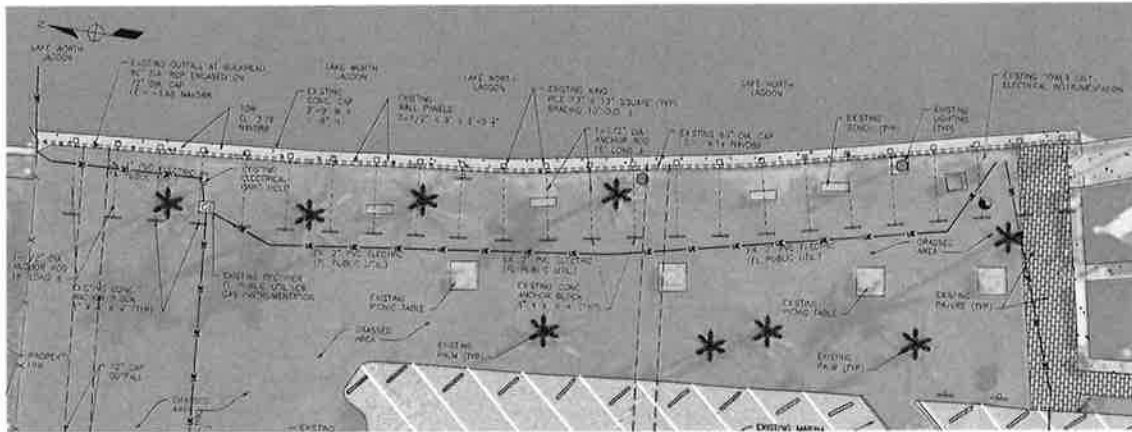
TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS  
72-INCH DUTAL POINT REPAIR

**72" DIA. CAP POINT REPAIR FASTENER & CONCRETE CAP-SEAL DETAIL**

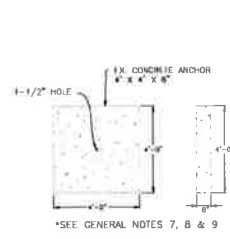
NO.	DATE	BY	CHK.

**GENERAL NOTES:**

1. ALL ELEVATIONS WHERE SHOWN REFER TO THE VERTICAL DATUM NAVD 88 AND THE NAD 83 FLORIDA EAST ZONE HORIZONTAL DATUM.
2. CONTRACTOR SHALL PERFORM FIELD LOCATION OF ALL EXISTING UTILITIES VIA SOFT-BIDDING WITHIN THE LIMITS OF CONSTRUCTION PRIOR TO START OF EXCAVATION, CLEARING AND DEMOLITION. CALL SUNSHINE 811 48 HOURS PRIOR TO MOBILIZATION OR EXCAVATION ON SITE.
3. CONTRACTOR SHALL NOTIFY FL PUBLIC UTILITIES JAMES ROLLE (888) 722-3463, 48 HOURS PRIOR TO EXCAVATION NEAR FL PUBLIC UTILITIES GAS INSTRUMENTATION, RECORDER AND ELECTRICAL LINES.
4. ACCESS AND STAGING FOR THE MARINA TO BE COORDINATED WITH TOWN OF LAKE PARK DEPT. OF PUBLIC WORKS STORMWATER SUPERVISOR 72 HOURS PRIOR TO MOBILIZATION.
5. COORDINATE WITH ALL UTILITY PROVIDERS AS NECESSARY FOR TEMPORARY DISCONNECTIONS OF SERVICE.
6. NOTIFY OWNER'S REPRESENTATIVE 24 HOURS PRIOR TO MOBILIZATION.
7. RECORD DRAWINGS OF BULKHEAD ARE NOT AVAILABLE.
8. INFORMATION AND TYPICAL DETAILS SHOWN ON THIS SHEET ARE PROVIDED BASED ON PARTIAL FIELD MEASUREMENTS AND TYPICAL DETAILS OF SIMILAR BULKHEAD TYPE. CONTRACTOR SHALL FIELD VERIFY EXISTING BULKHEAD CONFIGURATION, PILE LOCATIONS, CAP WIDTH AND DEPTH, AND WALL PANEL JOINT CONFIGURATION.
9. CONTRACTOR SHALL SOFT BID LOCATE DEADMAN ANCHORS AND ANCHOR RODS TO VERIFY ANCHOR ROD LENGTH AND DEPTH PRIOR TO EXCAVATION AND REPAIR OF WALL PANEL JOINTS.



EXISTING TYPICAL JOINT BETWEEN PANELS  
SCALE: 1-1/2" = 1'



**ABBREVIATIONS:**

MHW	MEAN HIGH WATER
MSL	MEAN SEA LEVEL
MLW	MEAN LOW WATER
CONR	CONCRETE
ALUM	ALUMINUM
CAP	CORRUGATED ALUMINUM PIPE
RCP	REINFORCED CONCRETE PIPE
CONC	CONCRETE
EX	EXISTING
INV	INVERT
EL	ELEVATION

**CONSTRUCTION READY**

NO.	DESCRIPTION	DATE	BY

**SECTIONS**

TOWN OF LAKE PARK  
DEPARTMENT OF PUBLIC WORKS  
TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS  
72-INCH OUTFALL POINT 1020A

**EXISTING BULKHEAD PLAN AND TYPICAL SECTIONS**

DATE	BY	CHECKED	DATE

**OWRMA**  
OFFICE OF WATER RESOURCES MANAGEMENT  
1000 W. UNIVERSITY BLVD., SUITE 100  
LAKE PARK, FL 33653  
PHONE: (888) 881-1564  
WWW.OWRMA.COM

**EXISTING BULKHEAD PLAN AND TYPICAL SECTIONS**  
SCALE: 1" = 10'

**Sunshine 811**  
CALL 800 (24) BUSINESS  
OR 811 (24) HOURS  
WWW.CALL811FL.COM  
OR VISIT US AT  
WWW.811FL.COM

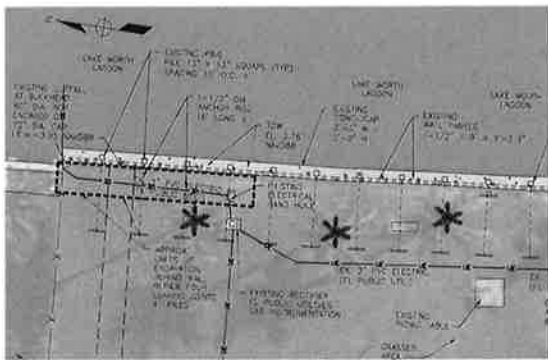
**GENERAL NOTES:**

1. ALL ELEVATIONS WHERE SHOWN REFERENCE THE VERTICAL DATUM NAVD 88 AND THE NAVD 88 FLORIDA EAST ZONE HORIZONTAL DATUM.
2. CONTRACTOR SHALL PERFORM FIELD LOCATION OF ALL EXISTING UTILITIES VIA SOFT-BOGON WITHIN THE LIMITS OF CONSTRUCTION PRIOR TO START OF EXCAVATION. CLEARING AND DEMOLITION CALL SUNSHINE 811 48 HOURS PRIOR TO MOBILIZATION OR EXCAVATION ON SITE.
3. CONTRACTOR SHALL NOTIFY FL PUBLIC UTILITIES, JAMES ROLLE (889) 723-3483, 48 HOURS PRIOR TO EXCAVATION NEAR FL PUBLIC UTILITIES GAS INSTRUMENTATION, RECTIFIER AND ELECTRICAL LINES.
4. ACCESS AND STAGING FOR THE MARINA IS TO BE COORDINATED WITH TOWN OF LAKE PARK DEPT. OF PUBLIC WORKS. STORMWATER SUPERVISOR 72 HOURS PRIOR TO MOBILIZATION.
5. COORDINATE WITH ALL UTILITY PROVIDERS AS NECESSARY FOR TEMPORARY DISCONNECTIONS OF SERVICE.
6. NOTIFY OWNER'S REPRESENTATIVE 24 HOURS PRIOR TO MOBILIZATION.
7. RECORD DRAWINGS OF BULKHEAD ARE NOT AVAILABLE.
8. INFORMATION AND TYPICAL DETAILS SHOWN ON THIS SHEET ARE PROVIDED BASED ON PARTIAL FIELD MEASUREMENTS AND TYPICAL DETAILS OF SIMILAR BULKHEAD TYPE. CONTRACTOR SHALL FIELD VERIFY EXISTING BULKHEAD CONFIGURATION, PILE LOCATIONS, CAP WIDTH AND DEPTH, AND WALL PANEL JOINT CONTRIBUTION.
9. CONTRACTOR SHALL SOFT DIG LOCATE DEADMAN ANCHORS AND ANCHOR RODS TO VERIFY ANCHOR ROD LENGTH AND DEPTH PRIOR TO EXCAVATION AND REPAIR OF WALL PANEL JOINTS.
10. THE SITE SHALL BE RESTORED TO ITS EXISTING CONDITION, INCLUDING SOIL MATERIALS MATCHING EXISTING SPECIES.
11. PROTECT EXISTING TREES DURING CONSTRUCTION.

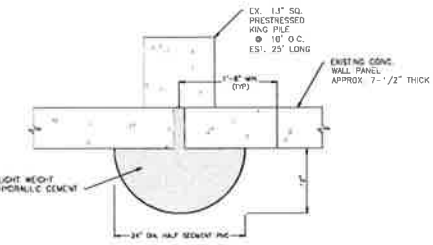
- ABBREVIATIONS:**
- MHW MEAN HIGH WATER
  - MSL MEAN SEA LEVEL
  - MWL MEAN LOW WATER
  - CORR CORRUGATED
  - ALUM ALUMINUM
  - CAP CORRUGATED ALUMINUM PIPE
  - RCP REINFORCED CONCRETE PIPE
  - CONC CONCRETE
  - EX EXISTING
  - INV INVERT
  - EL ELEVATION

**CONSTRUCTION READY**

NO.	DESCRIPTION	DATE	BY
REVISIONS			
TOWN OF LAKE PARK DEPARTMENT OF PUBLIC WORKS			
TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS POND SURFACES AND REPAIR			
<b>PROPOSED BULKHEAD REPAIR PLAN AND TYPICAL DETAILS</b>			
DATE	BY	DATE	BY



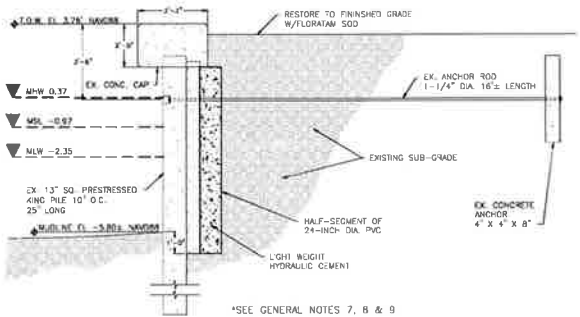
**PROPOSED JOINT REPAIRS**  
SCALE: 1" = 10'



\*SEE GENERAL NOTES 7, 8 & 9

**TYPICAL SHEET PILE JOINT REPAIR DETAIL AT PILE**

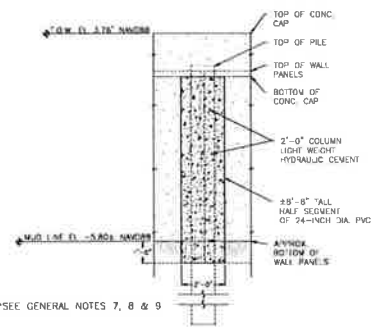
SCALE: 1-1/2" = 1'



\*SEE GENERAL NOTES 7, 8 & 9

**TYPICAL JOINT REPAIR SECTION THROUGH BULKHEAD**

SCALE: 1/2" = 1'



\*SEE GENERAL NOTES 7, 8 & 9

**TYPICAL JOINT REPAIR DETAIL ELEVATION**

SCALE: 1/2" = 1'



**STORMWATER POLLUTION PREVENTION PLAN**

**1. SITE DESCRIPTION**

**1.A. NATURE OF CONSTRUCTION ACTIVITIES**  
 PERFORMANCE OF A POINT REPAIR FOR A 15 FOOT SECTION OF DEFECTIVE EXISTING 72-INCH DIAMETER CORRUGATED ALUMINUM PIPE WHICH RUNS FROM WEST TO EAST FROM FEDERAL HWY TO THE LAKE NORTH LAGOON. THE POINT REPAIR SHALL BE PERFORMED USING EXCAVATION AND REMOVAL OF THE EXISTING DEFECTIVE SECTION OF PIPE AND REPLACED WITH A NEW PORTION, SECTION OF 84-INCH CORRUGATED ALUMINUM PIPE. PLOUGHING OF THE 60-INCH TOP BUTTAL PIPE AT THE BULKHEAD MAY BE REQUIRED AT THE SEAWALL TO THE LAGOON. THE NEAREST UPSTREAM MANHOLE IS APPROXIMATELY 500 FEET FROM THE LOCATION OF THE DEFECTIVE PORTION OF PIPE. ADDITIONALLY, EXISTING WALL PANEL JOINTS ON THE EXISTING BULKHEAD SHALL BE SEALED. NO CONSTRUCTION EQUIPMENT OR WORK SHALL BE PLACED OR PERFORMED WITHIN THE LAGOON (WATERSIDE).

**1.B. SEQUENCE OF MAJOR DISTURBING ACTIVITIES**  
 THE FOLLOWING SEQUENCE OF MAJOR ACTIVITIES SHALL BE FOLLOWED UNLESS THE CONTRACTOR CAN PROPOSE AN ALTERNATIVE THAT IS EQUAL TO OR BETTER THAN THE EROSION CONTROL PRACTICES DESCRIBED HEREIN AND IS APPROVED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES.

- 1-INSTALL ALL BARRICADES, EROSION CONTROLS, TURBIDITY CURTAINS, AND TREE PROTECTION
- 2-STRIP THE AREAS TO BE EXCAVATED
- 3-INSTALL TEMPORARY PLUG AT THE BULKHEAD
- 4-BEGIN EXCAVATION WITHIN THE LIMITS OF THE POINT REPAIR
- 5-REMOVE THE EXISTING DEFECTIVE PIPE SECTION AND INSTALL THE PROPOSED PARTIAL POINT REPAIR
- 6-BACKFILL THE POINT REPAIR
- 7-INSTALL THE BULKHEAD JOINT SEAL PER PLANS
- 8-STABILIZE ALL BACKFILLED AREAS WITH SOIL AND RESTORE IRRIGATION AND/OR EXISTING UTILITIES
- 9-REMOVE ALL BARRICADES, EROSION CONTROLS, TURBIDITY CURTAINS, AND TREE PROTECTION

**1.C. SEQUENCE OF MAJOR DISTURBING ACTIVITIES**

TOTAL SITE AREA: 0.025 AC  
 TOTAL AREA OF SITE TO BE DISTURBED: 0.05 AC

**1.D. ESTIMATE OF DRAINAGE AREA SIZE FOR EACH DISCHARGE POINT**

(BASIN 1): 0.03 AC

**1.E. LATITUDE AND LONGITUDE FOR EACH DISCHARGE POINT AND IDENTIFY THE RECEIVING WATER OR USE4 FOR EACH DISCHARGE POINT.**

BASIN 1: 26° 47' 41.02" N  
 80° 03' 09.94" W

DISCHARGE TO THE LAKE NORTH LAGOON

**2. EROSION CONTROLS**

**2.A. EROSION AND SEDIMENT CONTROLS**  
 SILT FENCING SHALL BE INSTALLED AND MAINTAINED AROUND THE PERIMETER OF THE DISTURBED AREA. TURBIDITY CURTAINS SHALL BE PLACED AT ALL POINTS OF DISCHARGE INTO THE LAGOON. PAVED ROADS SHALL BE SWEEPED AND KEPT CLEAR OF TRANSPORTED SOILS. ALL DISTURBED AREAS SHALL BE SOODED TO PREVENT EROSION AND CONTROL WIND-BORNE SOIL TRANSPORT. TREE PROTECTION SHALL BE USED TO PROTECT ALL TREES WITHIN THE LIMITS OF CONSTRUCTION.

**2.A.1. PERMANENT AND TEMPORARY STABILIZATION PRACTICES**  
 CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING WATER TRUCK ON-SITE FOR TEMPORARY STABILIZATION DURING CONSTRUCTION. ALL DISTURBED AREAS ARE TO BE SOODED UPON COMPLETION OF GRADING. THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING THIS PORTION FOR THE SWPPP.

**2.B. STORMWATER MANAGEMENT**

EROSION CONTROLS, TURBIDITY CURTAINS AND TREE PROTECTION SHALL REMAIN INSTALLED TO PREVENT RUNOFF FROM PASSING OFF-SITE PRIOR TO ENTERING TREATMENT FACILITIES.

**2.C. OTHER CONTROLS**

**2.C.1. WASTE DISPOSAL**

CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER DISPOSAL AND STORAGE OF ALL DEBRIS, CHEMICALS, LITTER AND SANITARY WASTE PER LOCAL, STATE AND FEDERAL GUIDELINES. NO DISCHARGES ARE ALLOWED INTO THE SURFACE WATER MANAGEMENT SYSTEM.

**2.C.2. OFF-SITE VEHICLE TRACKING**

PAVED ROADS ARE TO BE SWEEP DAILY.

**2.C.3. APPLICATION RATES OF ALL FERTILIZERS, HERBICIDES AND PESTICIDES USED**

ANY FERTILIZERS, HERBICIDES AND PESTICIDES TO BE USED SHALL BE APPLIED PER METHODS AND RATES RECOMMENDED BY THE MANUFACTURERS LABEL, WHICH MUST BE APPLIED TO OR PRINTED DIRECTLY ON THE CONTAINER.

**2.C.4. STORAGE, APPLICATION, GENERATION AND MIGRATION OF ALL TOXIC SUBSTANCES**

CONTRACTOR IS REQUIRED TO PROPERLY MAINTAIN ALL VEHICLES IN GOOD WORKING ORDER TO PREVENT LEAKAGE. NO TOXIC SUBSTANCES TO BE STORED ON SITE.

**3. MAINTENANCE**

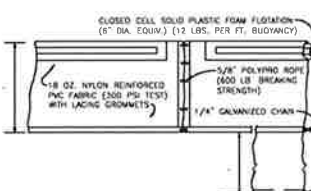
ALL STRUCTURAL AND NON-STRUCTURAL CONTROLS TO BE USUALLY INSPECTED AND REPAIRED ON A DAILY BASIS BY THE CONTRACTOR. THESE CONTROLS ARE TO REMAIN IN GOOD AND EFFECTIVE OPERATING CONDITION PER THE APPROVED CONSTRUCTION PLANS AND PER STANDING POST INDICES.

**4. INSPECTION**

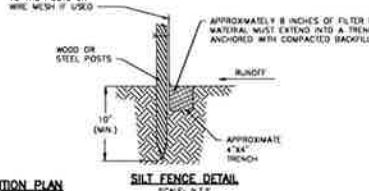
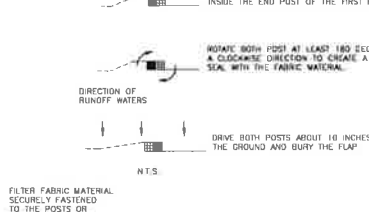
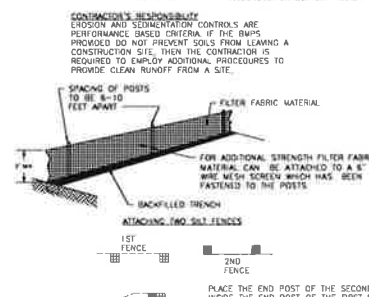
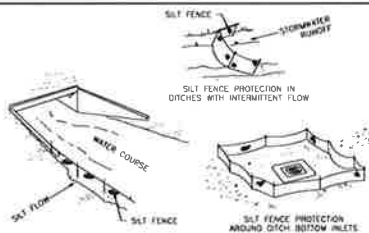
CONTRACTOR IS RESPONSIBLE FOR USUALLY INSPECTING SILT FENCES, AND ENTRANCE/EXIT CONTROLS ON A DAILY BASIS. A MORE THOROUGH INSPECTION OF ALL STRUCTURAL AND NON-STRUCTURAL CONTROLS SHALL OCCUR AT LEAST ONCE PER WEEK AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER.

**5. NON-STORMWATER DISCHARGES**

NONE



D<sub>1</sub> = 3' x 303 (ENGINE PANEL FOR DEPTHS 5' OR LESS)  
 D<sub>2</sub> = 5' x 510 (ADDITIONAL PANEL FOR DEPTHS GREATER THAN 5')  
 CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10' (2) (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10' UNLESS SPECIAL DEPTHS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.



**GENERAL NOTES:**

1. ALL EROSION AND SEDIMENT CONTROL DEVICES AND OPERATION SHALL BE PER FOOT SPECIFICATIONS
2. CONSTRUCTION METHODS AND MATERIALS SHALL BE IN ACCORDANCE WITH ROAD AND BRIDGE STANDARDS
3. AUTHORIZATION TO INSTALL EROSION CONTROL DEVICES SHALL BE GRANTED AT THE PRE-CONSTRUCTION MEETING
4. ALL EROSION CONTROL MEASURES SHALL BE INSPECTED ONLY AND ANY DAMAGED AREAS SHALL BE REPAIRED IMMEDIATELY
5. INSTALL TURBIDITY CURTAIN, BARRICADES AND SILT FENCE TO PREVENT RUNOFF OF SEDIMENTS INTO THE LAGOON
6. SOIL STABILIZATION SHALL BE COMPLETED IMMEDIATELY AND SIMULTANEOUSLY WITH COMPLETION OF BACKFILLING
7. EROSION CONTROL DEVICES AND BARRICADES SHALL REMAIN IN PLACE UNTIL APPROVAL FOR REMOVAL IS GRANTED BY THE TOWN OF LAKE PARK AND THE ENGINEER
8. ALL AREAS SHALL BE STABILIZED IMMEDIATELY FOLLOWING CONSTRUCTION TO PREVENT EROSION INTO THE LAGOON.

STATE OF FLORIDA  
 DEPARTMENT OF PUBLIC WORKS  
 OFFICE OF WATER RESOURCES MANAGEMENT  
**OWRMA**  
 1000 W. UNIVERSITY AVENUE, SUITE 1000  
 TAMPA, FL 33606-1000  
 PHONE: (813) 881-3343  
 FAX: (813) 881-3343

**STORMWATER POLLUTION PREVENTION PLAN  
 EROSION CONTROL NOTES AND DETAILS**

**Sustaining 811**  
 CALL 811 FOR BUSINESS DAYS BEFORE YOU DIG  
 811 BY 11:00 A.M. (EST)  
 WWW.CALL811.FLORIDA.GOV  
 IT'S THE WAY TO LIVE

CONSTRUCTION READY			
NO.	REVISION	DATE	BY

TOWN OF LAKE PARK DEPARTMENT OF PUBLIC WORKS			
TOWN OF LAKE PARK STORMWATER IMPROVEMENT PROJECTS 72-INCH DUCTAL POINT REPAIR			
<b>STORMWATER POLLUTION PREVENTION PLAN EROSION CONTROL NOTES AND DETAILS</b>			
DATE	BY	SCALE	WHO

TOWN OF LAKE PARK  
72-INCH OUTFALL POINT REPAIR AND BULKHEAD WALL PANEL JOINT REPAIR PROJECT AT LAKE PARK MARINA  
ENGINEER'S OPINION OF PROBABLE COST  
4/9/2020

Feature No.	Feature Name	Item No.	Item Description	Unit	Quantity	Unit Cost	Total	Total Division
0101	DEMOLITION & REMOVAL							
		010101	Sawcut Remove and Dispose of an Existing 15 LF Defective Section of 72-inch CAP, 12-Gauge, 6x1	TON	1.00	\$ 1,500.00	\$ 1,500.00	
			SUB-TOTAL					\$ 1,500.00
0102	UTILITIES & DRAINAGE							
	Stormwater							
		010201	Furnish and Install One Partial Section of an 84-Inch Corrugated Aluminum Pipe, 12-Gauge, 3x1 Per Contract Plans (Remaining Portion of 84-Inch CAP Pipe to be delivered to Town following construction)	LF	15.00	\$ 550.00	\$ 8,250.00	
		010202	Furnish and Install One Inch Bolts and Nuts Per Contract Plans	EA	10.00	\$ 350.00	\$ 3,500.00	
		010203	Weld Ten (10) 12-Inch Long Beads to fasten 84-Inch Pipe Section to 72-Inch Pipe Section Per Contract Plans	LS	1.00	\$ 2,500.00	\$ 2,500.00	
		010204	Furnish and Install Filter Fabric Around Point Repair Per Contract Plans	SY	20.00	\$ 50.00	\$ 1,000.00	
		010205	Furnish and Install Partial Collar and Cap with Light Weight Concrete or Flowable Fill	CY	10.00	\$ 150.00	\$ 1,500.00	
		010206	Temporary Removal of Manatee Grate, Re-Use Grate, Replace Three Bolts and Nuts	LS	1.00	\$ 500.00	\$ 500.00	
		010207	Internal CCTV Inspection of Completed Point Repair (Post Installation)	LF	50.00	\$ 50.00	\$ 2,500.00	
	Electric / Water/ Sanitary							
		010208	Protect Existing FL Public Utilities Electrical Lines and Other Existing Utilities Within the Limits of Construction throughout Construction	LS	1.00	\$ 1,500.00	\$ 1,500.00	
			SUB-TOTAL					\$ 21,250.00
0104	BULKHEAD REPAIRS							
		010401	Furnish 10 LF of Two (2) Half-Sections of 24-Inch Dia. PVC Pipe	LS	1.00	\$ 1,500.00	\$ 1,500.00	
		010402	Remove Existing Sub-Grade Using Vector Truck	LS	1.00	\$ 2,500.00	\$ 2,500.00	
		010403	Furnish and Install Light Weight Hydraulic Cement to Seal Joint at Bulkhead (Per Contract Plans)	CY	4.00	\$ 150.00	\$ 600.00	
			SUB-TOTAL					\$ 4,600.00
0105	RESTORATION & LANDSCAPING							
		010501	Restore Irrigation in all Impacted Areas During Construction	LS	1.00	\$ 1,000.00	\$ 1,000.00	
		010502	Restore Existing Grades, Landscaping Sod Restoration, Furnish and Install Floratam Sod	SY	700.00	\$ 4.00	\$ 2,800.00	
			SUB-TOTAL					\$ 3,800.00
0106	MOBILIZATION & PERMITTING							
		010601	Mobilization & Demobilization	LS	1.00	\$ 2,500.00	\$ 2,500.00	
			SUB-TOTAL					\$ 2,500.00
0108	EROSION & SEDIMENT CONTROL							
		010801	F&I, Temporary Floatable Turbidity Barrier As Shown on Plans	LF	30.00	\$ 8.00	\$ 240.00	
		010802	F&I, Temporary Tree Protection, for Two Existing Palm Trees	LS	1.00	\$ 100.00	\$ 100.00	
			SUB-TOTAL					\$ 340.00
							<b>GRAND SUB-TOTAL</b>	<b>\$ 33,990.00</b>
							<b>OWNER CONTROLLED CONTINGENCY (15%)</b>	<b>\$ 4,672.50</b>
							<b>GRAND TOTAL</b>	<b>\$ 38,662.50</b>

# TAB 10



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** May 6, 2020

**Agenda Item No. -2020**

**Agenda Title: Notification of Emergency Procurement: Renewal of the ShotSpotter Annual Subscription Services for the Period of 4/29/2020 through 4/28/2021**

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

Approved by <sup>ACTING</sup> Town Manager *Paul McElhara* Date: 4/22/2020

Name/Title

<b>Originating Department:</b>  <b>TOWN MANAGER</b>	<b>Costs: \$65,000.00</b> Funding Source: <input checked="" type="checkbox"/> Finance Lourdes Cariseo <small>Digitally signed by Lourdes Cariseo DN: cn=Lourdes Cariseo, o=Town of Lake Park, ou=Finance Department, email=lcariseo@lakeparkfl.com, c=US Date: 2020.04.22 17:52:08 -0400</small>	<b>Attachments:</b>  Renewal Quote
<b>Advertised:</b> 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 <b><u>Not applicable in this case x</u></b> <b>Please initial one.</b>

**Summary Explanation/Background:**

On February 20, 2019, the Town Commission pursuant to Resolution 20-02-19 authorized the Mayor to execute an agreement with ShotSpotter, Inc. for the provision of acoustic gunshot surveillance services to the Town of Lake Park. Such agreement is due for renewal on April 28, 2020.

The purpose of this agenda item is to formally notify the Commission that pursuant to Ordinance 4-2020 establishing the state of emergency for the Town of Lake Park in view of the COVID-19 pandemic situation, and to prevent this agreement from lapsing prior to this May 6, 2020 Commission meeting, the Acting Town Manager has renewed the agreement with ShotSpotter, Inc. for the provision of the above services.

The amount of \$65,000 has been budgeted for Fiscal Year 2020 for this agreement.

**Recommended Motion: N/A**



7979 Gateway Blvd., Suite 210  
Newark, CA 94560-1156  
Phone (888) 274-6877 Fax (650) 887-2106

**DATE** 2/21/2020  
**Quotation #** LKPRK022120  
**Customer ID** Lake Park, FL

**Quotation For:**

*Quotation valid until: 4/28/2020  
Prepared by: K Isotalo*

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

**Comments or Special Instructions:** Renewal of Annual Subscription Services for April 29, 2020 through April 28, 2021 for the 1.0 mi<sup>2</sup> coverage area. The proposed services will be delivered according to the terms and conditions contained in Amendment One to the Flex Services Agreement between Palm Beach County and ShotSpotter dated February 20, 2019, which is incorporated herein by reference.

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	TERMS	
Jacobs			Electronic	Net 30	
QUANTITY (mi <sup>2</sup> )	DESCRIPTION		UNIT PRICE (per mi <sup>2</sup> )	TAXABLE?	AMOUNT
1	Renewal of ShotSpotter Annual Subscription Services for 4/29/20 through 4/28/2021.		\$65,000		\$65,000
				SUBTOTAL	\$65,000
				TAX RATE	
				SALES TAX	-
				OTHER	-
				<b>TOTAL</b>	<b>\$65,000</b>

Please indicate your acceptance of this quote by issuing a Purchase Order referencing the Quotation # above. ShotSpotter will issue an invoice once we receive the PO.

If you have any questions concerning this quotation, please contact  
Karen Isotalo - Director, Sales Operations at 510-298-8668 or [kisotalo@shotspotter.com](mailto:kisotalo@shotspotter.com)

**THANK YOU FOR YOUR BUSINESS!**



# TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 6, 2020

Agenda Item No.

**Agenda Title: Notification of Emergency Procurement: Execution of Memorandums of Understanding (MOUs) with Waste Management for Emergency Stand-in Solid Waste Collection Services (Commercial Dumpster and Residential Curbside Recycling).**

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

CONSENT AGENDA

OLD BUSINESS

Approved by Town Manager Bambi McKibbin-Turner Date: \_\_\_\_\_

Digital signed by Bambi McKibbin-Turner  
DN: cn=Bambi McKibbin-Turner, o=Town of Lake Park,  
ou=Assistant Town Manager/Human Resources Director,  
email=Bturner@lakeparkfl.gov, c=US  
Date: 2020.04.22 15:14:51 -0400

*[Signature]*  
April 22, 2020

Richard Scherle / Public Works Director

<p><b>Originating Department:</b> Public Works</p>	<p><b>Costs:</b> \$11.66 per cubic yard for commercial dumpster collections plus disposal costs (estimated \$25,000-\$30,000 per week); \$1.50 per household for residential recycling curbside pickup (estimated at \$5,000 per week). <b>NOTE: These costs are expected to be partially reimbursable from FEMA.</b></p> <p>Funding Source: Sanitation Fund</p> <p>Acct. # 404-34000 Lourdes <input type="checkbox"/> Finance <u>Cariseo</u></p>	<p><b>Attachments:</b></p> <ol style="list-style-type: none"> <li>Copies of MOUs for commercial dumpster pickup services and residential curbside recycling.</li> </ol>
<p><b>Advertised:</b> 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 _____ OR Not applicable in this case <i>[Signature]</i> Please initial one.</p>

Digital signed by Lourdes Cariseo  
DN: cn=Lourdes Cariseo, o=Financial  
Lake Park, ou=Finance Department,  
email=lcariseo@lakeparkfl.gov,  
c=US

### **Summary Explanation/Background:**

As a result of the COVID19 emergency and policies regarding “at-risk” personnel, the Public Works Department has faced staff shortages due to “at-risk” personnel being out of work. In addition, there has been risk of additional staff being out due to illness. These staff shortages have created operational challenges that reduce our ability to continue keeping service levels up to our typical high standards. In order to make sure we can continue to keep commercial dumpster service and residential curb-side recycling services operating, the Department, at the direction of the Town Manager, established two separate Memorandums-of-Understanding with Waste Management for emergency solid-waste collection services. To date, Waste Management has been engaged for one week only for commercial dumpster collections, and has not been engaged for recycling services. These MOUs carry the following costs:

- For commercial dumpster collections, Waste Management will charge the Town \$11.66 per cubic yard for collection plus costs of disposal. This cost is essentially in line with the costs being charged to other municipalities who are using Waste Management for privatized commercial solid-waste collections.
- For curbside residential recycling, Waste Management, if engaged, will charge the Town \$1.50 per household per pickup event. This cost is also essentially in line with the ranges being charged to neighboring municipalities.

We are doing everything possible to keep services in-house so that we do not need to utilize the services of Waste Management. However, if we are forced to rely on Waste Management, we expect costs for commercial collections to range from an estimated \$25,000 to \$30,000 per week, and recycling to cost approximately \$5,000 per week. As a precautionary measure, we also expect to establish a MOU for residential garbage collection to prepare for “worst-case” scenarios. This final MOU remains under development. The Town is under no obligation to use the services and there are no costs specifically tied to executing these MOUs.

The MOUs are set-up so that the Town may use the services of Waste Management on a weekly basis if needed with minimal noticing requirements – given the emergency nature of the services. Waste Management is qualified and able to complete these services. Thus, Waste Management is essentially on “standby” in the event they are needed.

It is crucial to note that these costs are expected to be at least partially reimbursable from FEMA because they are associated with the Town’s response to COVID19. If it were not for the COVID19 emergency, these MOUs and services would not be needed.

### **Recommended Motion: N/A**

**MEMORANDUM OF UNDERSTANDING FOR  
RECYCLING COLLECTION SERVICES WITHIN THE TOWN OF LAKE PARK**

THIS MEMORANDUM OF UNDERSTANDING is entered into this 26 day of March 2020, effective immediately, by and between the Town of Lake Park, a municipal corporation organized and constituted in accordance with the laws of the State of Florida ("Town"), and Waste Management Inc. of Florida, a Florida corporation, with a business address at 651 Industrial Way, Boynton Beach, Florida 33426 ("WMIF").

**WITNESSETH:**

**WHEREAS**, the Town provides residential curbside dual stream recycling collection service to single family homes within the Town; and

**WHEREAS**, the Town is unable to continue to provide such service and requires a third party to provide such service on a temporary basis; and

**WHEREAS**, WMIF is a waste and recycling collection company with expertise, equipment and personnel to provide the recycling collection service required by the Town; and

**WHEREAS**, the Town desires WMIF to provide such recycling collection service and WMIF is willing to provide same; and

**WHEREAS**, the parties desire to memorialize their agreement herein.

**NOW, THEREFORE**, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CUSTOMER LISTS, ROUTES/SCHEDULES.** The Town will provide to WMIF customer lists, routes and schedules for all single family curbside customers to be serviced by WMIF.
2. **RESIDENTIAL BINS.** WMIF is authorized to utilize the residential bins currently in place and serviced by the Town. WMIF shall utilize reasonable care in handling, transporting, dumping and moving the bins. WMIF shall not be liable or responsible for normal wear and tear to the containers.
3. **RECYCLABLE MATERIALS.** WMIF shall make collections one (1) time per week. WMIF shall collect all recyclable materials presented in the recycling bins unless contaminated with solid waste, non-recyclables or other unacceptable material in the reasonable discretion of WMIF. WMIF shall deliver same to the appropriate facilities of the Solid Waste Authority of Palm Beach. The Town shall assign recycling credits provided to it by the Solid Waste Authority. In the event such credits are insufficient to fully cover all charges by the Solid Waste Authority, the Town shall be responsible for such overage.
5. **RATES.** The Town shall pay WMIF \$1.50 per home per week. In the event WMIF provides services to the Town under this Memorandum of Understanding that exceed twelve months in duration, the rate payable to WMIF shall be adjusted for changes in the cost of doing business as follows:

On April 1<sup>st</sup> of 2021 and each April 1<sup>st</sup> thereafter during the term of this Memorandum of Understanding, the rate shall be adjusted to reflect any changes in the Water, Sewer, and Trash Collection (WST) CPI, publicly published monthly by the Bureau of Labor Statistics (as CUUR0000SEHG), during the previous year. The rates shall be adjusted by an amount that is equal to the percentage change in the Water, Sewer, and Trash Collection (WST) CPI, publicly published monthly by the Bureau of Labor Statistics (as CUUR0000SEHG), during the most recent twelve consecutive month period beginning on February 1 and ending on January 31. Such increase in rate shall not be less than 3%. There shall be no maximum. The rate shall not be negatively adjusted.

6. **BILLING AND PAYMENT.** WMIF shall bill the Town monthly in arrears for all services rendered. The Town shall pay the invoice within 30 days of receipt. WMIF shall be entitled to compensation whether or not the Town collects from its customers. The Town shall receive and manage all customer service inquiries, complaints, and information requests.

7. **HOURS OF COLLECTION.** Collection Services shall not be provided in the Town except between the hours of 6:00 AM and 7:00 PM Monday through Friday.


8. **INSURANCE.** WMIF shall maintain in effect throughout the term of this MOU the insurance coverages set forth in Exhibit 1 attached hereto.

9. **INDEMNITY.** WMIF hereby agrees to protect, defend, indemnify and hold harmless the Town and its elected officials from and against any and all claims by a third party for loss or damage of any nature or kind arising from negligence, willful misconduct or breach of laws or of any provision of this MOU by WMIF and its employees, agents and subcontractors, except and to the extent that such loss or damage was caused by the negligence, willful misconduct or breach of laws or of any provision of this MOU by the Town.

10. **FORCE MAJEURE.** If either party is prevented from or delayed in performing its duties under this MOU by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder.

11. **TERM.** The term of this MOU shall commence on April 1, 2020 and shall continue on a weekly basis until such time as either party provides to the other notice of termination. Such notice shall be provided not less than seven (7) days in advance of termination.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Agreement this 26 day of March 2020.

ATTEST:  TOWN OF LAKE PARK, FLORIDA  
[Signature]  
ACTING TOWN MANAGER

ATTEST:  FLORIDA WASTE MANAGEMENT INC OF FLORIDA  
[Signature]  
PRESIDENT  
Asst. Secretary

**MEMORANDUM OF UNDERSTANDING FOR  
COMMERCIAL COLLECTION SERVICES WITHIN THE TOWN OF LAKE PARK**

THIS MEMORANDUM OF UNDERSTANDING is entered into this 26 day of March 2020, effective immediately, by and between the Town of Lake Park, a municipal corporation organized and constituted in accordance with the laws of the State of Florida ("Town"), and Waste Management Inc. of Florida, a Florida corporation, with a business address at 651 Industrial Way, Boynton Beach, Florida 33426 ("WMIF").

**WITNESSETH:**

**WHEREAS**, the Town provides commercial collection service to commercial entities within the Town; and

**WHEREAS**, the Town is unable to continue to provide such service and requires a third party to provide such service on a temporary basis; and

**WHEREAS**, WMIF is a waste collection company with expertise, equipment and personnel to provide the commercial collection service required by the Town; and

**WHEREAS**, the Town desires WMIF to provide commercial collection service and WMIF is willing to provide same; and

**WHEREAS**, the parties desire to memorialize their agreement herein.

**NOW, THEREFORE**, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CUSTOMER LISTS, ROUTES/SCHEDULES.** The Town will provide to WMIF customer lists, container size for each customer, frequency, routes and schedules for all commercial customers to be serviced by WMIF.

2. **COMMERCIAL CONTAINERS.** WMIF is authorized to utilize the commercial containers currently in place and serviced by the Town. WMIF shall utilize reasonable care in handling, transporting, dumping and moving the containers. WMIF shall not be liable or responsible for normal wear and tear to the containers.

3. **WASTE MATERIALS.** WMIF shall dispose of non-hazardous commercial solid waste at the facilities of the Solid Waste Authority of Palm Beach. All disposal costs shall be borne by the Town. WMIF shall not be required to collect and dispose of hazardous waste, bio-hazardous or biomedical waste, or sludge and shall reject any container that WMIF reasonably believes to contain same.

5. **RATES.** The Town shall pay WMIF \$11.68 per cubic yard as measured by the capacity of the container for services rendered.

6. **BILLING AND PAYMENT.** WMIF shall bill the Town monthly in arrears for all services rendered. The Town shall pay the invoice within 30 days of receipt. WMIF shall be entitled to compensation whether or not the Town collects from its customers.

7. **HOURS OF COLLECTION.** Collection Services shall not be provided in the Town except between the hours of 6 AM and 7 PM Monday through Friday.

8. **INSURANCE.** WMIF shall maintain in effect throughout the term of this MOU the insurance coverages set forth in Exhibit 2 attached hereto.

9. **INDEMNITY.** WMIF hereby agrees to protect, defend, indemnify and hold harmless the Town and its elected officials from and against any and all claims by a third party for loss or damage of any nature or kind arising from negligence, willful misconduct or breach of laws or of any provision of this MOU by WMIF and its employees, agents and subcontractors, except and to the extent that such loss or damage was caused by the negligence, willful misconduct or breach of laws or of any provision of this MOU by the Town.

10. **FORCE MAJEURE.** If either party is prevented from or delayed in performing its duties under this MOU by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder.

11. **TERM.** The term of this MOU shall commence on March 26, 2020 and shall continue on a monthly basis until such time as either party provides to the other notice of termination. Such notice shall be provided not less than seven (7) days in advance of termination.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Agreement this 26 day of March, 2020.

TOWN OF LAKE PARK  
SEAL  
ATTEST:

*[Signature]*  
FLORIDA

TOWN OF LAKE PARK, FLORIDA

*[Signature]*  
ACTING TOWN MANAGER

ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA



ATTEST:

  
Asst. Secretary

  
Daniel Myhrum - PRESIDENT

# **Board Membership**

# TAB 12



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** May 6, 2020      **Agenda Item No.**

**Agenda Title:** Nominations for Reappointments for the Planning & Zoning Board as regular members.

- SPECIAL PRESENTATION/REPORTS       CONSENT AGENDA
- BOARD MEMBERSHIP**       OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON \_\_\_\_ READING
- NEW BUSINESS
- OTHER:

**Approved by Town Manager** Bambi McKibbin-Turner Digitally signed by Bambi McKibbin-Turner  
DN: cn=Bambi McKibbin-Turner, o=Town of Lake  
Park, ou=Assistant Town Manager/Human Resources  
Director, email=bturner@lakeparkflorida.gov, c=US  
Date: 2020.04.30 13:46:47 -0400 **Date:** \_\_\_\_\_

**Vivian Mendez, Town Clerk, MMC** Vivian Mendez, MMC Digitally signed by Vivian Mendez,  
MMC  
DN: cn=Vivian Mendez, MMC, o=Town  
of Lake Park, ou=Town Clerk,  
email=vmendez@lakeparkflorida.gov,  
c=US  
Date: 2020.04.30 12:14:35 -0400

<b>Originating Department:</b>  Town Clerk	<b>Costs: \$ 0.00</b>  <b>Funding Source:</b>  <b>Acct. #</b>  <input type="checkbox"/> Finance _____	<b>Attachments:</b> <ul style="list-style-type: none"> <li>• Nomination by Commissioner John Linden</li> <li>• Town Board Volunteer Memo</li> <li>• Board Membership Application</li> </ul>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>VM</u> <b>Please initial one.</b>

**Summary Explanation/Background:** The Town Clerk's Office received a Board Application for reappointment to the Planning & Zoning Board.

Commissioner John Linden nominated Judith Thomas and Joseph Rice for reappointment to the Planning & Zoning Board as a regular members.

**Recommended Motion:** In order for the nomination to go forward, there must be a second to the nomination and a majority vote of the Commission for the nominee at the Commission meeting.

**From:** Vivian Mendez  
**To:** [John Linden](#)  
**Cc:** [Shaquita Edwards](#)  
**Subject:** RE: P&Z Board Members Nominations  
**Date:** Monday, April 20, 2020 12:01:00 PM

---

Thank you. We will move both applications forward to the May 6<sup>th</sup> agenda with your nominations.

Sincerely,

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

[vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)



[CLICK HERE TO LEARN MORE ABOUT HOW YOU CAN HELP SHAPE THE FUTURE OF THE TOWN OF LAKE PARK.](#)

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

**From:** John Linden  
**Sent:** Monday, April 20, 2020 11:59 AM  
**To:** Vivian Mendez <[vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)>  
**Subject:** Re: P&Z Board Members Nominations

Vivian,  
If you have not received a nomination, I would be glad to nominate one or both.  
John Linden

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---

**From:** Vivian Mendez <[vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)>  
**Sent:** Monday, April 20, 2020 11:25:54 AM  
**To:** Commission <[Commission@lakeparkflorida.gov](mailto:Commission@lakeparkflorida.gov)>  
**Cc:** Shaquita Edwards <[sedwards@lakeparkflorida.gov](mailto:sedwards@lakeparkflorida.gov)>; Nadia DiTommaso <[NDiTommaso@lakeparkflorida.gov](mailto:NDiTommaso@lakeparkflorida.gov)>; Kimberly Rowley <[krowley@lakeparkflorida.gov](mailto:krowley@lakeparkflorida.gov)>  
**Subject:** P&Z Board Members Nominations

Good morning Mayor, Vice-Mayor, and members of the Town Commission,

The Town Clerk's Office has received two Planning & Zoning Board Membership applications for re-appointment.

As you are all aware, in order for these applications to move forward to a future Commission agenda, it must receive a nomination. Please find attached the Board Membership applications. They can also be found in the Commission Dropbox under the Board Applications folder. We can place these application on the May 6, 2020 Virtual Commission Meeting agenda if nominations are received no later than April 24, 2020.

Thank you for considering these applications in advance.

Sincerely,

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

[vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)



[CLICK HERE TO LEARN MORE ABOUT HOW YOU CAN HELP SHAPE THE FUTURE OF THE TOWN OF LAKE PARK.](#)

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



Office of the  
Town Clerk

April 20, 2020

**Commission-appointed Board Volunteer List:**

On August 21, 2013 the Town Commission adopted Ordinance No. 10-2013 Board Nomination Process, which modified the self appointed process for filling vacancies on Commission-appointed boards.

In section 2-2112 (i) "Nomination for action on vacancies" states that the clerk shall prepare a list of volunteers, including members seeking reappointments. Below is the list of volunteers for Commission-appointed boards.

**Re-appointment applicants:**

Judith Thomas and Joseph Rice have applied for re-appointment to the Planning and Zoning Board as a regular member. The Planning & Zoning Board currently has positions available.

A nomination to fill a vacancy may be made by any member of the Commission. For a nominee to be appointed or reappointed there must be a second and majority vote of the Commission.

If you have any questions regarding the volunteer list please contact me.

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3311  
Fax: (561) 881-3314

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[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)

RECEIVED

APR 20 2020

Town Clerk's Office  
TOWN OF LAKE PARK

The Town of Lake Park



Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents, and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified when your nomination to be on a board has been made.

Please print the following information:

Name: Thomas Judith E.  
Last First Middle

Address: 204 E Jasmine Drive

Birthday: Month: 9 Day: 30

Telephone: home \_\_\_\_\_ work \_\_\_\_\_ cell (561) 723-7337

E-Mail Address jthomas11@bellsouth.net

- |   |   |                                     |
|---|---|-------------------------------------|
| Are you a resident of Lake Park   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No         |
| Are you a non-resident business owner in Lake Park                          | <input type="checkbox"/>                | <input type="checkbox"/>            |
| Are you a registered voter (Response to this question is not mandatory)     | <input type="checkbox"/>                | <input type="checkbox"/>            |
| Do you currently serve on a Town Board or Committee                         | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |
| If so, which one(s): <u>Planning &amp; Zoning / Historical Preservation</u> |   |                                     |
| Have you been convicted of a crime  | <input type="checkbox"/>                | <input checked="" type="checkbox"/> |
| If so, when? _____ where? _____   |   |                                     |

Please indicate your preference by number "1" through "3" of which board you wish to serve, with #1 being the most desired and #3 being the least desired.

<u>Active Boards:</u>			
<u>Choice #</u>	<u>Board</u>	<u>Choice #</u>	<u>Board</u>
<input type="checkbox"/> <u>2</u>	CRA Board (Community Redevelopment Agency)	<input checked="" type="checkbox"/> <u>1</u>	Planning & Zoning/ Historic Preservation Board *
<input type="checkbox"/> <u>3</u>	Library Board		
<input type="checkbox"/>	Stormwater Policy Steering Committee		
<input type="checkbox"/>	Floodplain Management Committee	<input type="checkbox"/>	Tree Board

<u>Inactive Boards:</u>	
Code Compliance	Construction Board of Adjustments & Appeals
Harbor Marina Advisory Board	

Please note: Membership on these (\*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (7)



Your Name:

Judith Thomas

Please indicate the reason for your interest in your first and second choices;

My background is planning and serving on the  
P/Z Board allows me to stay current on the  
activities of the town which directly impacts the  
community redevelopment & economic stability of Lake Park

Number of Meetings of the above boards you have attended in the past six months:

4

Your educational background: (High school, College, Graduate School or other training)

Masters in Urban & Regional Planning  
U of F

What is/was your profession or occupation:

teacher

How long:

6 years

Please indicate employment experience that you feel relates to your desired service on an  
advisory board or committee:

formerly the Planning &  
Zoning Director/Administrator of Riviera Beach

Please indicate other general experience or community involvement that you feel qualifies you to  
serve on the boards you have chosen:

Also served on Palmetto  
County Planning & Zoning Board

Feel free to attach additional sheets if necessary. Also, please attach your resume, if available.  
Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake  
Park, Florida 33403.

**I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE  
TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY  
BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:**

Signature



Date:

4/17/20

RECEIVED

APR 20 2020

Town Clerk's Office  
TOWN OF LAKE PARK

The Town of Lake Park



Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents, and interests of citizens who are willing to serve on advisory boards and committees for the Town of Lake Park. When an opening occurs on one of the boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified when your nomination to be on a board has been made.

Please print the following information:

Name: Rice Joseph Dustin  
Last First Middle

Address: 315 Evergreen Dr Lake Park Fl 33403

Birthday: Month: 2 Day: 8

Telephone: home 561-598-3067 work \_\_\_\_\_ cell 561-598-3067

E-Mail Address joseph.nice1234@gmail.com

Are you a resident of Lake Park  Yes  No

Are you a non-resident business owner in Lake Park  Yes  No

Are you a registered voter (Response to this question is not mandatory)  Yes  No

Do you currently serve on a Town Board or Committee  Yes  No

If so, which one(s): Planning & Zoning Board

Have you been convicted of a crime  Yes  No

If so, when? \_\_\_\_\_ where? \_\_\_\_\_

Please indicate your preference by number "1" through "3" of which board you wish to serve, with #1 being the most desired and #3 being the least desired.

Active Boards:			
Choice #	Board	Choice #	Board
<input type="checkbox"/>	CRA Board (Community Redevelopment Agency)	<input checked="" type="checkbox"/>	Planning & Zoning/
<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Historic Preservation Board *
<input type="checkbox"/>	Stormwater Policy Steering Committee	<input type="checkbox"/>	
<input type="checkbox"/>	Floodplain Management Committee	<input type="checkbox"/>	Tree Board

Inactive Boards:	
Code Compliance	Construction Board of Adjustments & Appeals
Harbor Marina Advisory Board	

Please note: Membership on these (\*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (7)

Your Name: Joseph Rice

Please indicate the reason for your interest in your first and second choices:

Have Been a member of the Planning & Zoning board for two (2) terms.

Number of Meetings of the above boards you have attended in the past six months: 3

Your educational background: (High school, College, Graduate School or other training)

Asc of Arts Business Management.

What is/was your profession or occupation: Executive Director Non Profit

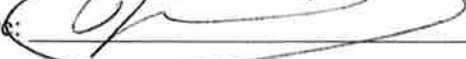
How long: 5 yrs.

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: N/A

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: Served on this board two (2) terms.

Feel free to attach additional sheets if necessary. Also, please attach your resume, if available. Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.

**I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:**

Signature:  Date: 4/17/20

# **Ordinance on First Reading**

# TAB 13



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: May 6, 2020**

**Agenda Item No.**

**Agenda Title: Re-establishing Town Code Chapter 28 – Taxation**

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON 1 READING**
- NEW BUSINESS
- OTHER: \_\_\_\_\_

- CONSENT AGENDA
- OLD BUSINESS

**Approved by Town Manager** Bambi McKibbon-Turner Digitally signed by Bambi McKibbon-Turner  
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=btturner@lakeparkflorida.gov, c=US  
Date: 2020.04.23 13:31:00 -0400' **Date:** \_\_\_\_\_

***Vivian Mendez, Town Clerk*** Vivian Mendez, MMC Digitally signed by Vivian Mendez, MMC  
DN: cn=Vivian Mendez, MMC, o=Town of Lake Park, ou=Town Clerk, email=vmendez@lakeparkflorida.gov, c=US  
Date: 2020.04.23 11:38:43 -04'00'

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Clerk</b></p>	<b>Costs:</b> N/A  <b>Funding Source:</b>  <b>Acct. #</b>  <input type="checkbox"/> Finance _____	<b>Attachments:</b>  <p style="text-align: center;"><b>Chapter 28 Taxation (Ordinance 05- 2020) Palm Beach County Supervisor of Election Certified Election Results</b></p>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	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 <b>vm</b>  <b>Please initial one.</b>

**Summary Explanation/Background:** During the March 17, 2020 Municipal Election, Town residents voted in favor to authorize the Town Commission to grant economic development ad valorem tax exemptions for new or expanded businesses that qualified. The vote was 533 yes, 285 no.

The purpose of this agenda item is adopt on first reading the Ordinance that would re-establish Chapter 28 – Taxation just as it had been prior to March 9, 2019. The new expiration date will be March 17, 2030.

**Recommended Motion:** I move to adopt Ordinance 05-2020 on first reading.

**ORDINANCE NO. 05-2020**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES TO CREATE A NEW ARTICLE V ENTITLED "ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS"; PROVIDING FOR SECTION 28-251, ENTITLED "TITLE"; PROVIDING FOR SECTION 28-252, ENTITLED "INTENT"; PROVIDING FOR SECTION 28-253, ENTITLED "DEFINITIONS"; PROVIDING FOR SECTION 28-254, ENTITLED "ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION ESTABLISHED"; PROVIDING FOR SECTION 28-255 ENTITLED "APPLICATION FOR EXEMPTION"; PROVIDING FOR SECTION 28-256, ENTITLED "CONSIDERATION OF APPLICATION"; PROVIDING FOR SECTION 28-257, ENTITLED "APPLICATION FEE"; PROVIDING FOR SECTION 28-258, ENTITLED "REVOCATION OF EXEMPTION; RECOVERY OF FUNDS"; PROVIDING FOR SECTION 28-259 ENTITLED "APPEALS"; PROVIDING FOR SECTION 28-260, ENTITLED "SURVIVAL"; 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**, Article VII, Section 3, of the Constitution of the State of Florida and Florida Statutes §196.1995 empowers the municipality to grant economic development ad valorem tax exemptions provided the electors of the municipality, affirmatively vote in a referendum to authorize such exemptions; and

**WHEREAS**, in a referendum which was held on March 17, 2020, the electors of the Town authorized the Town Commission to grant economic development ad valorem tax exemptions provided a business qualifies for same and;

**WHEREAS,** It is the intent of the Town Commission by enacting this article to provide an incentive to those new or expanded businesses which, in accordance with the statute are eligible, and which would make a positive contribution to the economy of the Town by providing new jobs and improvements to real and personal property within the Town; and

**WHEREAS,** It is the intent of the Town Commission to promote the economy by creating jobs in the municipality in such a way so as not to disadvantage existing businesses while recognizing that productive competition assists in economic growth.

**WHEREAS,** the Town Commission desires to provide incentives to businesses of diverse industries which would have a positive impact on the economy of the Town; and

**WHEREAS,** the Town Commission declares that the provision of ad valorem tax exemptions pursuant to this article serves the public purpose of fostering economic growth in the Town which will benefit of the Town's residents and its business owners; and

**WHEREAS,** the Town Commission will consider applicants for exemptions in a rational, nondiscriminatory basis.

**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 28, Article V, to be entitled "Economic Development Ad Valorem Tax Exemption" and Sections 28-251, 28-252, 28-253, 28-254, 28-255, 28-355, 28-256, 28-257, 28-258, 28-259, 28-260 and 28-262 of the Code of Ordinances of the Town of Lake Park, Florida are hereby created to read as follows:



## **ARTICLE V. ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION**

### **Sec. 28-251. Title.**

This article shall be known and cited as the "Economic Development Ad Valorem Tax Exemption Ordinance of Lake Park, Florida."

### **Sec. 28-252. Intent.**

It is the intent of the Town Commission by enacting this article to provide an incentive which benefits a new business which agree to locate within the Town, or an existing business in the Town which expands, provided such business meets the statutory intent of Section 196.1995, F.S.

It is the intent of the Town Commission by enacting this article to promote the Town's economy by creating jobs in the Town.

It is the intent of the Town Commission by enacting this article to provide incentives to businesses of diverse industries which would have a positive impact on the Town's economy.

### **Sec. 28-253. Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in current Florida Statutes and the Florida Administrative Code. Should any of these definitions contained in Florida Statutes, or the Florida Administrative Code be amended, the definitions herein shall be interpreted such that they conform to the amended definitions.

*Applicant:* Any person, firm, partnership, or corporation who files an application with the commission seeking an economic development ad valorem tax exemption.

*Commission:* The town commission of Lake Park, Florida.

*Business:* Any activity engaged in by any person, firm, partnership, corporation, or other business organization or entity, with the object of private or public gain, benefit, or advantage, either direct or indirect.

*Department:* The Florida Department of Revenue.

*Enterprise zone:* An area designated as an enterprise zone pursuant to F.S. 290.0065.

*Expansion of an existing business:* As defined in F.S. § 196.012(16), an expansion of an existing business means:

- (1)
  - a. A business establishing 10 or more jobs in the Town which would employ 10 or more full-time employees, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
  - b. A business establishing 25 or more jobs in the Town which would employ 25 or more full-time employees, the sales factor of which, as defined by F.S. § 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 50 % inside the Town for each year the exemption is claimed; or
  - c. A business occupying office space in the Town which establishes 50 or more jobs employing 50 or more full-time employees; or
  - d. Any business located in an enterprise zone (pursuant to F.S. § 290.0065) which creates new full-time jobs in accordance with the business disciplines identified above.

(2) The expansion of an existing business, including a business located in an enterprise zone, which increases operations on a site which is co-located with a commercial or industrial operation owned by the same business, and which results in a net increase in employment of not less than 10 %

or an increase in productive output of not less than 10 %.

Goods: All personality when purchased primarily for personal, family, or household use, but not including personality sold for commercial or industrial use.

Improvements: Physical changes made to raw land, and structures placed on or under the land surface.

New business: As defined in F.S. § 196.012(15), a new business means:

- (1) a. A business establishing 10% or more jobs to employ 10% or more full-time employees in the Town and which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
  - b. A business establishing 25 or more jobs and which employs 25 or more full-time employees in the Town, the sales factor of which, is defined by F.S. § 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 50% in the Town for each year the exemption is claimed; or
  - c. An office space in the Town which is leased or owned and used by a corporation newly domiciled in the Town; provided such office space houses 50 or more full-time employees of such corporation; or
  - d. Any business located in an enterprise zone (pursuant to F.S. § 290.0065) and creating new full-time jobs in accordance with the business disciplines identified above.
- (2) Any new business, including a business located in an enterprise zone, must first begin operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

Retail operation: A business regularly engaged in, and whose business consists to a substantial extent of, selling goods to a buyer, not principally for the purpose of resale.

Sales factor: As primarily defined in F.S. § 220.15(5), the sales factor is a fraction the numerator of which is the total sales of the taxpayer in this state during the taxable year or period and the denominator of which is the total sales of the taxpayer everywhere during the taxable year or period.

#### **Sec. 28-254. Economic development ad valorem tax exemption established.**

(a) Incentive. There is herein established an economic development ad valorem tax exemption (hereinafter the "exemption"). The exemption is a local option tax incentive for new or expanding businesses which may be granted or refused at the sole discretion of the commission.

(b) Ineligible improvements. The exemptions shall not accrue to improvements to real property made by or for the use of new or expanding businesses when such improvements have been included on the tax rolls prior to the effective date of the ordinance specifically granting a business an exemption as provided in subsection 28-257(g) herein.

(c) Eligible improvements. Any exemption granted by the Town may apply up to 100% of the assessed value of the improvements the business has made to real property for the use of by the business and all tangible personal property of such business, or up to 100% of the assessed value of all added improvements to real property made to facilitate the expansion of an existing business and of the net increase in all tangible personal property acquired to facilitate the expansion of an existing

business, provided that the improvements to real property are made or the tangible personal property is added or increased under either of the following two conditions:

(1) By January 1 of the year in which the application will be filed as provided in subsections 28-255(f)(1) and 28-257(g) herein; or

(2) After the effective date of the ordinance specifically granting a business an exemption as provided in subsections 28-255(f)(2) and 28-257(g) herein.

Property acquired to replace existing property shall not be considered to facilitate a business expansion.

(d) Exemption period. The exemption period may extend for up to 10 years from the date the commission adopts the ordinance granting an exemption.

(e) Land. No exemption shall be granted for the land upon which a new or an expanded businesses is located.

(f) Completed or planned improvements. A business may file an exemption under either of the following two conditions:

(1) Completed improvements. No exemption shall be granted to any existing building or an addition to an existing building unless such building or addition was completed within the 12 month period (January 1 to December 31) preceding the date of an application.

(2) Planned improvements. The only exception to subsection (1) above is when a business submits an application and the building or addition was not completed within the 12 month period preceding the date of the application and/or all tangible personal property improvements are not in the building or addition at the time of the filing of the application, but the application identifies all planned improvements, including the total estimated amount of such improvements, none of which can be changed or increased following the adoption of the ordinance granting the exemption.

(g) Retail. No exemption shall be granted to any retail business unless it otherwise qualifies for an exemption as set forth in this article.

(h) Taxes applicable. The exemption applies only to taxes levied by the Town. The exemption does not apply to taxes levied by a county, school district, or water management district, stormwater district, or other special taxing districts or to taxes levied for the payment of bonds or taxes authorized by a vote of the electors pursuant to Section 9 and Section 12, Article VII of the Florida Constitution.

(i) Business maintenance, annual report and annual exemption renewal application. The entitlement to an exemption for the period granted is conditioned upon:

(1) Business maintenance. The maintenance of the new business or the expansion of an existing business as defined in section 28-254 throughout the entire period of the exemption granted; and

(2) Annual report. The applicant shall annually submit to the commission a report which demonstrates that it remains eligible for the exemption. The report shall be submitted to the commission on or before March 1 for each year the exemption is in effect. The report shall be made in such form as prescribed by the Community Development Department. The Community Development Department shall provide the applicant with an annual report form no later than December 1.; and

(3) Annual renewal exemption application. The applicant shall submit an annual exemption renewal application and employee roster to the Property Appraiser on or before March 1 evidencing satisfaction of this condition. The renewal application shall be made in such form as prescribed by the Community Development Department.

(4) Continued performance. Any business granted an exemption shall furnish to the commission or

its designee, such information as the commission or its designee may reasonably deem necessary for the purpose of determining continued performance by the business of the conditions stated in this article and the representations made in the application process.

**Sec. 28-255. Application for exemption.**

(a) Application. Any eligible person, firm, partnership or corporation which desires an exemption shall file with the Town a written application on a form provided by the Community Development Department.

(b) Information required to evaluate the benefit to the Town. In order to evaluate the economic impact upon the town, the applicant shall, at a minimum, submit information regarding the following criteria:

- (1) The name and location of the new business or of an existing business which is proposing an expansion;
- (2) The name of the owner(s) of the eligible new or existing business;
- (3) A description of the improvements to the real property for which an exemption is requested and the date of the expected commencement of construction of such improvement;
- (4) A description of the tangible personal property for which an exemption is requested and the dates when such property was or is expected to be purchased;
- (5) Proof, to the satisfaction of the commission, that the applicant meets the criteria for a new business or for the expansion of an existing business as defined in section 28-253 hereof;
- (6) The current number of full-time/equivalent (FTE) and seasonal employees of the expanding business; the total number of FTE and seasonal jobs to be created and maintained by the new or expanding business, and the period (total number of years) needed to fill all of the new jobs;
- (7) The expected number of employees who will reside in the municipality;
- (8) The average annual wage of the new jobs, identifying the average annual salary with executives salaries included and with executives' salaries excluded;
- (9) A detailed description of the type of industry or business;
- (10) The environmental impact of the business;
- (11) The current and anticipated volume (in dollars) of business or production, and the percentage of total product sales outside of the municipality;
- (12) Whether relocation or expansion would occur without the exemption;
- (13) The cost and demand for services which are generated by the new business, or the expansion of the existing business;
- (14) The source of supplies (local or otherwise);
- (15) Whether the business will be/is located in a community redevelopment area and/or enterprise zone; and
- (16) The total length (number of years) of the exemption period being requested.
- (17) Other information deemed necessary by the Department to evaluate the applicant's economic impact upon the Town.

(c) Job creation and maintenance. In order to continue to be eligible for the exemption for the period the exemption has been granted, the business must commence the creation of full-time jobs within the period of the exemption and shall maintain those jobs created annually by the business throughout the period of exemption through its expiration. If a business requires time beyond the date of the expiration of the exemption to fulfill its representations regarding new jobs, and any other

criteria identified in the application and relied upon by the Town, the business may propose different terms which shall be reduced to a written agreement with the Town. The agreement will obligate the business to comply fully with those commitments.

(d) *Community redevelopment agency.* If a new business, or an existing business proposes an expansion in the Town's community redevelopment area, the community redevelopment agency shall be provided a copy of the application for its review and comment. The comments of the community redevelopment agency, if any, may be taken into consideration by the commission when deciding whether to grant an application. The comments of the community redevelopment agency may also be in the form of an objection to an application for an exemption.

(e) *Filing deadline.* Any applicant who is seeking an exemption shall file the application on or before March 1 of the year in which an exemption is requested.

(f) *Review.* Upon submittal of the application, the Department of Community Development shall provide an initial review within 10 business days of the applicant's submission of the application and shall notify the applicant of any deficiencies noted as part of its initial review.

(g) *Agreement.* A business will be required to enter into an agreement with the commission to ensure that the business will satisfy its job creation and maintenance obligations.

#### **Sec. 28-256. Consideration of application.**

(a) *Action within ninety-day period.* The commission shall consider all complete applications and may take action on an application, including the enactment of an ordinance to grant such applications as it determines to be eligible for an exemption, within 90 days of March 1. During this 90 day period, all interested agencies and parties shall have an opportunity to review and comment on any application under consideration for exemption.

(b) *Eligibility threshold.* The threshold for eligibility is whether the business meets the definition of a new business or for the expansion of an existing business as provided in section 28-253, and one which is not an ineligible business or industry as defined in subsection (d) herein below and subsection 28-255(g).

(c) *Economic benefit.* The next level to determine eligibility is the commission's consideration of the information in the application to determine whether the economic benefit test set forth in 28-255 of this Code has been met.

(d) *Environmental.* An existing business which is in violation of any federal, state, or Town law, rule or regulation governing environmental matters is not eligible for the exemption provided for herein.

(e) *Property appraiser review.* Before the commission takes action on an application, the commission shall deliver a copy of the application to the Palm Beach County Property Appraiser's review of the fiscal impact of the exemption, if granted. The Property Appraiser shall report to the commission the fiscal impact of granting the exemption Within 30 days

(f) *Property appraiser report.* The property appraiser's report shall include the following:

(1) The total revenue available to the Town for the current fiscal year from ad valorem tax sources or an estimate of such revenue if the actual total available revenue cannot be determined;

(2) The amount of revenue which would be lost to the Town for the current fiscal year for all exemptions previously granted, or an estimate of such revenue if the actual revenue lost cannot be determined;

(3) An estimate of the amount of revenue which would be lost to the municipality for the

current fiscal year if the exemption applied for was granted had the property for which the exemption is requested otherwise been subject to taxation; and

(4) A determination as to whether the property which is the subject of an application for exemption is to be incorporated into a new business or the expansion of an existing business, or into neither, which determination the property appraiser shall also affix to the face of the application. Upon request, the department will provide the property appraiser such information as it may have available to assist in making this determination.

(g) Ordinance. After consideration of the application and the report of the Property Appraiser, the commission may adopt an ordinance granting the exemption. If granted, the ordinance shall include the following information:

- (1) The name and address of the new business or the expansion of an existing business;
- (2) The name of the owner(s) of the new business or the expansion of an existing business;
- (3) The total amount of revenue available to the Town from ad valorem tax sources for the current fiscal year, the total amount of the revenue lost to the Town for the current fiscal year by virtue of exemptions currently in effect, and the estimated amount of revenue attributable to the exemption granted to the new or expanding business;
- (4) That the exemption expires on the 10 year anniversary date of the commission's enactment of the ordinance granting the exemption; and
- (5) A finding that the business meets the definition of a new business or an expansion of an existing business as set forth in section 28-253.

(h) Ownership. Any business granted an exemption shall inform the commission in writing within 10 days as to any changes in ownership of the business granted an exemption. The failure of a business which has been granted an exemption to notify the commission in writing of a change in ownership is cause for revocation of the ordinance granting the exemption.

(i) Precedent. No precedent shall be implied or inferred by the granting of an exemption to a new or expanding business. Applications for exemptions shall be considered by the commission on a case-by case basis for each application, after consideration of the application and the Property Appraiser's report on the application.

#### **Sec. 28-257. Application fee.**

A nonrefundable fee in the amount of \$1,000.00 plus any additional expenses incurred by the Town which may include attorney's fees, ordinance advertising requirements, etc. shall be charged for processing the economic development ad valorem tax exemption application and preparing, implementing, and monitoring any exemption ordinance adopted by the commission.

#### **Sec. 28-258. Revocation of exemption; recovery of funds.**

(a) Commission. Should any new business or expansion of an existing business fail to file the annual report with the commission on or before March 1 of each year the exemption has been granted as required in sections 28-255(i)(1) and (2), or fail to continue to meet the definition of a new business or an expansion of an existing business, and/or fail to fulfill any other representation made to the commission during the application process, including the creation and maintenance of the total number of new jobs identified by a business in the application (exhibit "A," not set out herein, but on file in the office of the municipality clerk), the commission may adopt an ordinance revoking the ad valorem tax exemption.

(b) Revocation. The revocation of an ordinance may occur for a business that fails to fulfill its obligations as provided for under the ordinance granting the business an exemption after the expiration of this article on March 9, 2030. The effective date for revocation of the exemption will be identified in the ordinance.

(c) Notification. Upon revocation, the commission shall immediately notify the property appraiser.

(d) Recover taxes. For any year that taxes may have been exempted and the commission finds that the business was not entitled to the exemption, such taxes may be recovered and the property appraiser will assist the commission to recover any taxes exempted.

(e) Property appraiser. Should any new business or expansion of an existing business fail to file the annual exemption renewal application with the property appraiser on or before March 1 of each year the exemption has been granted as required in subsections 28-255(i)(3) and in accordance with F.S. § 196.011(1)(a), or fail to continue to meet the definition of a new business or an expansion of an existing business, the property appraiser may deny the exemption in accordance with F.S. § 196.193(5).

(f) Reapply. Nothing herein shall prohibit a business from reapplying for an ad valorem tax exemption pursuant to state law.

**Sec. 28-259. Appeals.**

The decision of the Town Commission denying an exemption to a particular business is subject only to judicial review based upon the record of the hearing wherein the application was considered.

**Sec. 28-260. Survival.**

For purposes of enforcement and revocation, this article shall survive the expiration date of March 9, 2019.

**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 made a part of the Town Code of 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 6. Effective Date.** This Ordinance shall take effect immediately upon adoption.

# **New Business**



# TAB 14



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: May 6, 2020**

**Agenda Title: FOLLOW-UP Discussion Item on Town of Lake Park Economic Stimulus Options for Struggling businesses and homeowners.**

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

**Bambi McKibbon-Turner**

**Approved by Town Manager**

Digitally signed by Bambi McKibbon-Turner  
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/  
Human Resources Director, email=bturmer@lakeparkflorida.gov, ce=US  
2020.04.29 13:38:09 -0400

**Date:** \_\_\_\_\_

***Nadia Di Tommaso/Community Development Director***

**Nadia Di Tommaso**

Digitally signed by Nadia Di Tommaso  
DN: cn=Nadia Di Tommaso, o=Community Development  
Director, ou=Town of Lake Park Community Development,  
email=ndtommaso@lakeparkflorida.gov, ce=US  
2020.04.28 16:18:33 -0400

**Name/Title**

<p><b>Originating Department:</b></p> <p style="text-align: center;"><b>Community Development for the Town Manager's Office</b></p>	<p>Costs: \$ 0.00</p> <p>Funding Source: <b>N/A at this time</b></p> <p>Acct. #</p> <p><input type="checkbox"/> Finance _____</p>	<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>→ <b>West Palm Beach COVID-19 Recovery and Assistance Program and Boynton Beach's Small Business Relief Forgivable Loan Program</b></li> <li>→ <b>CaresAct Presentation and Notes</b></li> <li>→ <b>Commissioner Linden's Proposal</b></li> <li>→ <b>SBA and Bridge Loan Assistance (along with latest SBA Paycheck Protection Program Loan)</b></li> <li>→ <b>Town Zoning Map identifying the CRA Area</b></li> </ul>
<p><b>Advertised:</b></p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> <b>Not Required</b></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><b><u>ND</u></b></p> <p><b>**SBA/Bridge Loan program notification has been provided through several media outlets, including direct mail</b></p> <p><b>Please initial one.</b></p>

### Summary Explanation/Background:

Pursuant to the discussions at the April 15, 2020 meeting, the Town Commission requested that a follow-up discussion occur at the May 6, 2020 meeting. In order to prepare for this discussion, Acting Town Manager, Bambi McKibbin-Turner, reached out to the Commission individually for feedback in order to facilitate the discussion on May 6.

Staff's original information provided on April 15, along with a request from a commercial property owner to consider relaxing the **non-conforming use Town Code Section (78-216)** has also been included below.

This consideration is still being sought and is open for discussion should the Commission desire to pursue this suggestion. Since April 15, another business owner in Town requested that the Commission consider relaxing the **temporary signage** code for feather flags and similar type signage, so as to allow more business promotion during these difficult times. While Staff does not recommend relaxing the permitted duration (14 days on average), or the standard temporary signage regulations that would normally apply, Staff would consider an expedited review for these types of permit applications and if the Commission desires, waiving the \$100 application fee (this must be at the direction of the Town Commission). This is an added item for consideration. In addition, **copies of the West Palm Beach COVID-19 Recovery and Assistance Program, along with Boynton Beach's Small Business Relief Forgivable Loan Program details are also enclosed as added information.**

The Commission's submissions for additional discussion include the following:

#### VICE-MAYOR GLAS-CASTRO

*"I really think it's too early to talk about provide financial assistance to businesses. We don't know what the full effect is going to be on our revenues. Other cities are projecting revenue shortfalls of \$3-15million. Other cities are furloughing employees, or reducing employee pay to help get through this State of Emergency.*

*I really doubt we will know any more by May 6th to be able to discuss this further. Yes, we would all like to help our struggling businesses, but We have a fiduciary responsibility to our taxpayers first. We may need to pull revenues from our various accounts just to provide basic levels of service next fiscal year."*

#### COMMISSIONER LINDEN

*"I was just on a Palm Beach Chamber zoom meeting with Mark James of Raymond James in Palm Beach Gardens. It was all about small business and what they can and cannot do and one of the best and clearest explanations I have heard so far. Roger was on the meeting also. My thought, if we could do the same meeting for all of our business and possible invite banks it would answer just about ant question they would have. Brittany Cartwright from Palm Beach Chamber put this one together." (enclosed is a copy of the Cares Act Presentation and notes referenced here)*

*"Lake Park proposed stimulus program. (also enclosed as a separate attachment)  
Business Stimulus*

*There is one major concern that needs consideration and clarification prior to moving forward: With approximately 750 businesses in Lake Park which includes 330 in the CRA, offering the stimulus to only the CRA are we opening up the Town for a possible class action law suit ? (Tom Baird?)*

*My plan for business stimulation has three phases: 1- immediate needs, 2- recovery help and assistance, and 3- sustainability and long term support. First, I suggest setting up a Zoom meeting for every business in Lake Park explaining our plan. This would be coordinated with a direct mail piece explaining the same thing.*

*Phase 1 ideas:*

*-Money to pay for loss of income, utilities, mortgage / rent, or employee retention. Assuming they did not receive PPP, if they did receive PPP they would be eligible for 1/2 of this proposal. I would propose a one time grant of 2% based on 2019 gross sales with a cap of \$5,000. I would propose / design a one page, extremely easy to fill out application. Also working with a local banker, possibly set up a long term, (24-36 months) low interest loan or CD with the Town as a possible guarantor?*

*For a business open less than one year, with no history of sales, the same would apply based on their business plan or projected operating costs.*

*Train someone in our office to be fluent in SBA loans, Paycheck Protection Program (PPP) and Economic Injury Disaster Loan (EIDL) grants so they could work with business owners filling out and assisting with the banking process. Filling out the paper work for any of the three is a deterrent for many. It would be very useful if we could find a bank to work with the Town that we have a relationship with.*

*Phase 2 ideas:*

*-For remainder of 2020, allow new temporary signage without permits (as long as it doesn't interfere with traffic or sight lines). Dramatically reduce the costs of permits for 60 days by 50% as long as the work is completed within that time frame. This would only apply to improving the existing business, not new construction.*

*Phase 3 ideas:*

*-Create and distribute a Business Directory, listing every business in Lake Park under specific headings including their brick and mortar location (if applicable), phone number, email and web address. This publication should go out to every resident and business in Lake Park. A link to the digital version of it should also be on the front page of our website and newsletter. We need to encourage 'live, shop, and support Lake Park'. This would all be done at no charge for businesses. In the monthly newsletter, one business from each heading should be featured. We should also reach out to PRGuru and Strategic Marketing for help and support at no additional cost to the Town. Hold a monthly Zoom meeting exclusively for the business for questions, concerns, and updates.*

*Residential Stimulus*

- 1. Reduce any existing fine by 50% and eliminate court cost for any code violation from March 1st., ending on July 31st.*
- 2. Reduce any code violation to a written warning only until July 31st. If the infraction is not resolved, then a code violation could be imposed.*
- 3. Supplement the cost of repairs (grant) for a warning or violation up to \$500.00 dollars. The grant would apply If the violator is on a fixed income, SSI, or unemployed, this would be in effect for the remainder of the year. This would be for owners only not renters unless, their lease reads the renter*

is responsible for repairs and upkeep of the property.

4. Reduce the cost of small project permits (maybe under \$5000) by 50% for existing residents as long as the work is completed within 60 days.

5. Putting money back in the community: Each resident would receive a \$50.00 food credit (debit card)(would have to work with the bank on a special account) to be used at either Lake Park Publix, Lake Park Aldi, Caribbean Grocery, Saigon Oriental Food Mart or Neighbor's Food Mart (no cash value), good for food only? (counting on cost reduction from the stores of minimum of 10%, the Town of Lake Park agrees to only use the discount for the cards). The distribution of these cards needs to be given some thought/discussion to prevent theft and fraud. If they are mailed out to each address, the only way they can be redeemed would be with a photo ID showing the same address."

(end of Commissioner Linden proposal)

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### **INFORMATION PROVIDED AT THE APRIL 15, 2020 VIRTUAL MEETING**

COVID-19 came a surprise to everyone. With it, came unprecedented measures and impacts to businesses and homeowners that are estimated to continue to worsen for months to come. The business community has been disproportionately impacted by having to shutdown and layoff employees in order to protect the public's health, safety and welfare, which is everyone's number one priority at the moment. The Town of Lake Park is home to 800+ businesses and approximately 1,248 single-family parcels along with approximately 214 multi-family parcels (with approximately 3,242 housing units throughout the Town). For a smaller Town like Lake Park, this is a significant spread that may require financial (or other types) of mitigation to limit the long-term economic impacts like possible business closures; increased unemployed; and homeowner foreclosures that may have an impact on the Town as a whole. While we are fortunate to have had a significant upswing up until this point and we are hopeful that it continues in the best way possible, Staff believes the Town Commission should have a serious discussion on economic stimulus assistance that may be available Town-wide using the following outline that may assist in the discussion:

- (1) SBA and Bridge Loan Assistance programs available **Town-wide (business community)**:  
These programs are not administered through the Town however, the related information (also enclosed with this agenda item as a reference) has been made available to the business community through our various media outlets, as well as through direct mail. All notification sent/published includes a standard message informing the businesses that the programs are subject to change, reminding them to always refer to the Town's official website for the most up-to-date information. This will ensure that anyone interested refers to our website for any additional programs that may become available as well.
  
- (2) Smart Growth Recommendations for Recovery - applicable **Town-wide (business community)**:  
With a \$2 trillion emergency stabilization package already approved, Congress and their administration will continue developing other economic recovery legislation over the coming weeks and months. They will continue to need to prioritize immediate, emergency steps required to avert economic disaster, and secondly, they need to focus on catalyzing a long-lasting recovery in the wake of this prolonged crisis. The intent is to invest in a way that provides a foundation for long-term economic growth. Funds must go to investments that build lasting economic prosperity and ultimately help everyone have the opportunity to live in a place that is healthy, prosperous, and resilient. The Town Manager's Office and Community Development Office will be

participating in a webinar geared towards policy proposals and economic growth on April 15 (during the day) and may have additional information available in this regard at the Town Commission meeting.

- (3) Local Government Emergency Loans for Small Businesses in the CRA only (business community): There have been some initial discussions with the Town Attorney on a similar program that is being crafted in North Carolina. There, it states that local governments have statutory and constitutional authority to establish a small business emergency loan program. The Town Attorney is researching the applicability to Florida law however, the intent will be, if legally possible, to work with a financial institution to administer a loan program to assist businesses located in the Community Redevelopment Area (CRA). This is anticipated to be a "last-resort" loan program after an applicant can demonstrate that they have exhausted all other assistance options through other State, Federal and outside agency programs. A Zoning Map that identifies the CRA is enclosed. The CRA is in a financial position where it may have funds to distribute to businesses in need, unlike areas outside the CRA that are funded through our General Fund, a Fund that already has the entire budget specifically allocated without the same flexibilities to collateralize like the CRA. The CRA will likely need to post some type of collateral to set up the fund and a specific set of qualifying criteria would need to be determined along with claw-back provisions. This agenda item allows the Town Commission to opine on their interest in this type of CRA loan program, which of course would need to be presented to the CRA at their next regularly scheduled meeting in June.
- (4) Relaxation of Town Code Section 78-216 (Town-wide, business community) – *Nonconforming uses of structures or of structures and premises in combination*:
- (4) When a nonconforming use of a structure, or structure and premises in combination, discontinued or abandoned for six consecutive months or for 18 months during any three-year period (except when government action impedes access to the premises), the structure, or structure and premises in combination, shall not thereafter be used except in conformance with the regulations of the district in which it is located.
- A perfect example of the above scenario is the (previous) Mitsubishi dealership at 572 Northlake Boulevard. This property has been operated as a car dealership for many years. The above provision would prohibit a car dealership to resume operations if it ceases operation for six (6) consecutive months (as one criteria listed). The dealership ceased operation on February 1, 2020. The property was under a sales contract with another car dealership who was interested in occupying the property. With the arrival of COVID-19 shortly thereafter, this sales contract fell through due to increased uncertainties. On August 1, 2020, the opportunity to re-instate a car dealership will be lost due to the current zoning district requirements. Staff is recommending that the Commission consider relaxing this Code Section, by allowing a 6-month extension (for a total of 12 months) for uses in similar scenarios so as to avoid having increased vacancies on parcels. **If there is a desire to move forward with this item, Staff can bring back a Resolution for approval at our next available meeting. This would apply Town-wide.**
- (5) Community Beautification Improvement Program (CBIF) for homeowners Town-wide (residential community): This program has historically set aside a minimum of \$10,000 annually to assist property owners in remedying code violations pursuant to certain criteria, including demonstration of financial hardship. Currently, the fund has \$98,360 available. While the Community Development Department has considered bringing forward a revised CBIF program for quite some time now, since it is still scheduled to come before the Town Commission at a future meeting, perhaps the Town can consider this pool of money (on a one-time basis) as an option to provide improvements that serve to enhance the residential community in order to maintain property values, and improve the quality of life, given our current health crisis scenario

and the unintended impacts it will bring to communities with residents who have less disposable income, due to increased unemployment. Perhaps a recreational upgrade option that provides free activity and recreation to individuals and families who may experience difficulties participating in other paid activities due to the impacts of COVID-19. If the Town Commission is generally interested in the concept of Staff determining whether repurposing the funds is possible, Staff can research this option and explore project ideas and bring them back to the Commission for further discussion.

(6) Any additional suggestions from the Town Commission

**Recommended Motion: For discussion and possible direction pursuant to the information provided.**

## COVID-19 Recovery and Assistance Program

To support the small businesses in West Palm Beach, the City has created a partnership with the Downtown Development Authority, Urban League of Palm Beach County and Valley National Bank developing a fund to issue short term loans. The City and Downtown Development Authority have dedicated funds to create the COVID 19 Recovery Assistance Program.

### Application Questions

**If you have filled out an loan application and have a question on the status of the loan of your application please access the portal here: <https://www.wpb.org/?splash=https%3a%2f%2fgcc01.safelinks.protection.outlook.com%2f%3furl%3dhttps%253A%252F%252Fportal.neighborlysoftware.com%252Fwestpalmbeach%252FParticipant%26data%3d02%257C01%257Cgmarcelo%2540wpb.org%257C5bod5816239e4cfbd85308d7e56c06de%257Ca2709f4de440488c85f0c504b3e46af2%257C0%257C0%257C637230124439017056%26sdata%3d90Z3Labe5vtQH3py9rYiUu%252FhSEpCANX3OTyCePV39q0%253D%26reserved%3d0&isexternal=true>**

**Any additional questions, please contact us at [EcoDev@wpb.org](mailto:EcoDev@wpb.org) or call 561.822.1416**

### Application Steps:

#### **Step 1: Review the Eligibility Requirements:**

1. Is the business is located within the jurisdiction of the City of West Palm Beach?
  1. Map of the City of West Palm Beach and Downtown Development Authority Boundaries
2. Is the business legally authorized to do business within the City of West Palm Beach by virtue of a valid business license (proof by a Business Tax Receipt)?
3. Was the business adversely impacted by the COVID-19 pandemic economic fallout?
4. Is the business property free of any City lien encumbrances and code violations?
5. Are the Property taxes on the property current (applicable if business owner is property owner)?
6. Has the business been opened and operational for a minimum of 18 months?
7. Are the business gross annual revenues less than one million (\$1,000,000) dollars?
8. Is the business owner's credit score over 620?
9. Does the business have less than \$150,000 in liquid assets?
10. Has the business registered with SBDC for business assistance (SBDC at FAU)?



**IF YOU ANSWERED 'NO' TO ANY OF THE ABOVE QUESTIONS, YOUR BUSINESS WILL NOT QUALIFY FOR THE COVID-19 ECONOMIC DEVELOPMENT RECOVERY ASSISTANCE LOAN.**

**Step 2: Required Documentation:**

Be sure to have the following required documentation ready prior to beginning the application process, as this will be needed to complete the application:

- Business Income Statement
- Company's Business Registration
- Past 3 months Bank Statements for Business
- Photo ID

**Step 3: Fill Out Online Application:**

Once you have reviewed the eligibility and have all your documents ready apply for the Recovery and Assistance Program.

**Program Overview and Summary**

To support the small businesses in West Palm Beach, the City has created a partnership with the Downtown Development Authority, Urban League of Palm Beach County and Valley National Bank developing a fund to issue short term loans. The City and Downtown Development Authority have dedicated the following amounts to create the COVID 19 Recovery Assistance Program.

City of West Palm Beach - \$259,000 – City wide businesses

Downtown Development Authority (DDA) - \$50,000 – For businesses in the DDA District

The COVID-19 Economic Development Recovery Assistance Program is designed to provide financial assistance to businesses to achieve the following objectives:

- Provide financial assistance to assist small businesses with meeting basic obligations such as rent, payroll and utilities to remain viable over a 30-60-day period;

- Initiate a process that leverages other public assistance programs and private dollars;
- Encourage businesses to maintain their labor force;
- Loans available between \$5000 and \$10,000.00

For additional information or if you have questions please reach out to the City of West Palm Beach at [EcoDev@wpb.org](mailto:EcoDev@wpb.org) or if you are a Downtown West Palm Beach business you can contact the DDA.



April 23, 2020 9:25am

## **SMALL BUSINESS COVID-19 RELIEF FORGIVABLE LOAN PROGRAM**

[HOME \(/\)](#) / [NEWS \(/NEWS\)](#) / **SMALL BUSINESS COVID-19 RELIEF FORGIVABLE LOAN PROGRAM**

The City recognizes that small businesses have suffered substantial economic loss due to the COVID-19 pandemic. In response to the economic impact on our businesses, the City's Department of Economic Development and Strategy budgeted \$60,000 and created the Small Business COVID-19 Relief Forgivable Loan Program.

This forgivable loan program will be awarded on a first-come-first, serve-basis and provide direct funding for rent/mortgage, payroll, or utility expenses. Eligible businesses are encouraged to apply for the

Small Business COVID-19 Relief Forgivable Loan Program  
(<https://weblink.bbfl.us/Forms/EDReliefLoanAppl>) immediately. The loan period is from April 1, 2020 until funds are expended.

The Program will provide businesses with between 2-50 employees or sole proprietors up to \$3,000 in an interest free loan. If the business can show compliance with the program and that the loan was used towards payroll, utilities, or rent/mortgage expenses within four (4) months of the loan date, the loan will be forgiven and the business will not be required to repay the loan. Loan recipients will be required to sign a promissory note to ensure compliance with the program and loan terms and conditions. The City has sole discretion to determine compliance with the program and loan terms and conditions sufficient to allow forgiveness of the loan.

Questions? Call John Durgan at 561-742-6014 or email [durganj@bbfl.us](mailto:durganj@bbfl.us) (<http://durganj@bbfl.us>).

For Americans with Disabilities Act (ADA) accommodations, call 561-742-6241 or Florida Relay 711.

CATEGORY:     Media Releases ([/news?field\\_tags=213](/news?field_tags=213))



City Hall: 3301 Quantum Blvd, Suite 101  
Boynton Beach, FL 33426  
Phone: 561-742-6000  
[Contact City \(/contact\)](#)

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[SITEMAP \(/sitemap\)](#)

[PRIVACY POLICY \(/privacy-policy\)](#)

[ADA NOTICE \(/ada-notice\)](#)

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## CARES Act Meeting Notes

This presentation discussed the CARES Act and how it impacts individuals and small businesses. Much of the material relates to tax law and its applicability will often be case-by-case, but the following terms are ones we should share with those asking us for assistance.

### For Individuals:

- The presentation covered the criteria for receiving a check in the upcoming mailout (\$1,200 for individuals, \$2,400 for married couples); the general cap is for those making less than \$75,000 a year; those who have filed their taxes as a dependent will not qualify.
- "Impacted" Individuals may make penalty-free deductions from their IRAs and will not be subject to the standard 10% early withdrawal tax.
- It is possible to take a loan out of your 401K (up to 100%)
- It is possible to suspend mortgage for 180 days, provided this money is all repaid at the end of the 180 days
- There is a federal moratorium on evictions for non-payment of rent that will last 120 days; no evictions may be made until 30 days after the moratorium is lifted

### For Small Businesses (500 employees or fewer):

- Small Businesses are eligible for loans through the Small Business Administration for payroll coverage between 2/15/20 and 6/30/20 if struggling to pay employees.
- There are also loan forgiveness provisions; businesses that have maintained their current staffs through the disaster are most eligible, while those who have laid off employees may receive a reduced rate.
- Employee retention tax credit: this is a good option for small businesses with part-time employees whose operations are suspended due to COVID. The provision more specifically applies to those businesses who have lost half of their revenue relative to the revenue collected during the same quarter last year.
- Temporary increase on business expense taxable deductions: this has increased from 30% to 50% and will allow some business owners to right off more of their expenses as nontaxable.
- Net Operating Loss may be carried back to reduce prior year income and claim refunds.
- Businesses that make improvements can amend their tax returns to claim improvement depreciation on recent investments to lower their taxable income.
- Additionally, the Act provides relief for Medicare users, expands telehealth services, and allocates \$30 billion in funding for educational institutions.

# The CARES Act: Individuals

Understanding how the stimulus bill affects individuals

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Given the enormity of the 2020 Coronavirus Aid, Relief, and Economic Security (CARES) Act, there is much to consider in determining how provisions in the stimulus bill can help individuals.

## OVERVIEW

Passed on March 27, 2020, the CARES Act provides an estimated \$2 trillion in fiscal stimulus to combat the economic impact of COVID-19, and provides the healthcare industry the financial support, equipment and protection it needs to combat the virus.

As the COVID-19 pandemic has affected life in ways we couldn't imagine, the deadly virus and efforts to contain the spread have prompted a significant government response. The legislation is intended to combat the economic risks associated with a slowdown in individual spending, and helps businesses of all sizes avoid closures and employee layoffs. It also provides necessary funds to help support states and municipalities.

This document highlights the major provisions that are aimed at providing relief to individuals affected by the coronavirus.

## RECOVERY REBATES FOR INDIVIDUALS

The act provides payments to taxpayers (subject to income limits) in the way of a credit of \$1,200 per individual and \$2,400 per married couple filing jointly. There is also a \$500 credit per qualifying child under the age of 17. The payment is reduced by 5% of the individual's adjusted gross income over \$75,000 (\$112,500 for head of household; \$150,000 for joint filers). The payment will fully phase out when income reaches \$99,000 for single filers, \$146,500 for head of households with one child and \$198,000 for joint filers. Individuals who have no income, as well as those whose income comes from non-taxable sources, also qualify for the advance payment. The eligibility for the payment is based on the taxpayer's 2019 tax return. If the return has not been filed, eligibility is based off of the 2018 tax return. For most Americans, the credit will arrive in April 2020 through direct deposit, while others may receive a check in the mail.

## IMPORTANT TOPICS

Recovery rebates for individuals

Retirement plans, distributions and contributions

Expansion of health coverage

Home owners and renters

Relief for student loan borrowers

## RETIREMENT PLANS, DISTRIBUTIONS AND CONTRIBUTIONS

### PENALTY-FREE DISTRIBUTIONS FROM RETIREMENT ACCOUNTS

A coronavirus-related distribution of up to \$100,000 can be made from IRAs, employer-sponsored retirement plans or a mix of both by an individual impacted by the coronavirus. A coronavirus-related distribution includes one that is made to:

- An individual diagnosed with COVID-19.
- A spouse or dependent of a person diagnosed with COVID-19.
- An individual who experiences adverse financial consequences as a result of being quarantined, furloughed or laid off, or having work hours reduced due to COVID-19.
- An individual who is unable to work due to lack of childcare due to COVID-19.
- An individual who has closed or reduced hours of a business owned or operated by the individual due to COVID-19.
- Other factors as determined by the Secretary of Treasury.

While withdrawals from retirement plans will likely have a negative impact on retirement plans, such withdrawals for individuals under age 59 1/2 will avoid the 10% federal premature distribution penalty tax. The distribution will still be taxed as ordinary income.

A taxpayer can elect to include all of the income from a coronavirus-related distribution in their 2020 income or spread the income over three years (2020, 2021 and 2022).

In addition, the affected individual has up to three years after the day of the distribution to roll over all or a portion of the amount back into the retirement account. The rollover can be made as a single or multiple repayment over that three-year period. In instances where taxes have been paid on a withdrawal, the individual should consider filing an amended tax return.

### LOANS FROM QUALIFIED PLANS

Employer-sponsored retirement plans such as 401(k)s and 403(b)s normally allow loans of up to 50% of the vested account balance not exceeding \$50,000. The limit has been raised substantially to 100% of the vested account balance up to \$100,000. This rule applies to loans taken within 180 days

of enactment of the bill.

### TEMPORARY WAIVER OF REQUIRED MINIMUM DISTRIBUTIONS (RMDs)

Required minimum distributions (RMDs) for qualified account holders are waived for 2020. RMDs for inherited or beneficiary-qualified account holders are also waived for 2020. If an individual had a required beginning date (RBD) in 2019 and delayed until 2020, they can waive both of the RMDs for the year. This only applies to those who turned 70 1/2 in 2019. For individuals who have taken their RMD for 2020, the funds can be returned. This is treated as a distribution, and 60-day indirect rollover rules apply.

Qualified charitable distributions (QCDs) can still be taken for individuals who are charitably inclined. They have to be at least age 70 1/2. QCDs will not count toward RMDs for 2020 since they have been waived.

### CHARITABLE CONTRIBUTIONS

For 2020, cash charitable contributions can be deducted up to 100% of adjusted gross income (AGI). Previously, a taxpayer could only deduct up to 60% of AGI for cash contributions (increased in 2018 from 50% of AGI due to the 2017 Tax Cuts and Jobs Act). Excess charitable contributions can still be carried over five years.

The act also provides for a new above-the-line deduction for taxpayers who can't itemize deductions on their federal tax return called qualified charitable contributions. The maximum amount is \$300. Contributions must be made in cash and prohibited from being made to donor advised funds or 509(A)(3) supporting charities (the supporting organization is a charity that carries out its exempt purposes by supporting other exempt organizations, usually other public charities). The act states this starts in 2020 but does not provide any ending year.

### MINIMUM CONTRIBUTIONS TO SINGLE-EMPLOYER PENSION PLANS ARE DELAYED UNTIL JANUARY 1, 2021

Sponsors are able to delay 2020 required contributions to pensions plans until January 1, 2021. Contributions would be due with interest accrued at the plan's effective rate.

Single employer defined benefit pension plan minimum required contributions due during 2020 can be delayed to January 1, 2021 (adjusted for interim earnings). This provision will also provide an option to use an alternative funding target percentage.



## EXPANSION OF HEALTH COVERAGE

The act provides that over-the-counter (OTC) medications and menstrual care products will now be considered qualified medical expenses for medical savings accounts such as health savings accounts (HSAs), Archer medical savings accounts (MSAs) and flexible spending accounts (FSAs). In the past, OTC medicines required a prescription to be an eligible expense.

HSAs will now cover telehealth and remote care services pre-deductible for plan years that begin on or before December 31, 2021. Generally, HSAs would only cover preventive care before the deductible is met but cannot pay for non-preventive services until the deductible has been met.

If or when a COVID-19 vaccine comes available, it will be free to those on Medicare. Medicare Part D recipients must be given the ability to have a 90-day supply of medication prescribed and filled during the COVID-19 emergency period.

## HOME OWNERS AND RENTERS

### FORBEARANCE OF MORTGAGE PAYMENTS

If your mortgage is backed by the federal government, this provision allows you to suspend payments for up to 12 months (initial 180 days with an option to extend an additional 180 days). To request forbearance on your federally backed mortgage, contact your mortgage company. You must affirm that you are experiencing hardships during the COVID-19 pandemic. No further documentation is required. You may halt the forbearance at any time.

During any forbearance period, you may not be charged penalties, interests or fees that would not have been charged if you had made your payments on time and in full. Additionally, you will not be reported to credit bureaus for late or missed payments provided you are in a forbearance program. This applies through July 25, 2020, or 120 days after the end of the emergency program, whichever is later.

### TENANT PROTECTION

The CARES Act provides important protections for tenants during the coronavirus outbreak. It places a federal moratorium on eviction of tenants for non-payment of rent while also prohibiting landlords from charging fees, penalties or other charges to the tenant related to nonpayment of rent.

Furthermore, landlords may not evict a tenant after the moratorium expires except on 30-days notice. The moratorium on evictions went into effect on March 27, 2020, and lasts for 120 days. The federal moratorium pertains to "covered dwellings" or rental properties that receive any federal assistance, which include:

- Dwellings that participate in the Covered Housing Program of the Violence Against Women Act.
- Dwellings that participate in the Rural Housing Voucher Program.
- Dwellings that have a federally backed mortgage loan.
- Dwellings that have a federally backed multi-family mortgage loan.

Landlords should know or have access to whether their properties would fall under one of these categories.

Many states and municipalities are also imposing their own restrictions. If those moratoria are less strict, the federal moratorium would apply.

## RELIEF FOR STUDENT LOAN BORROWERS

There are a lot of provisions for individuals affected by COVID-19, including financial aid repayments, work study grants, temporary relief for student loan borrowers, exclusions of federal direct loans and Pell Grants for student who can't complete the semester due to qualifying emergency, and modification of institutional grants.

Required payments on federal student loans have been suspended through September 30, 2020. During this time, no interest will accrue on this debt. Note while required payments are suspended, voluntary payments are not prohibited. Unfortunately, that means automatic payments will continue unless individuals take proactive measures to contact their loan provider and pause payments.

Over the next six months, borrowers will still have the opportunity to continue paying down the principal on their loans, should they choose to do so. The Department of Education has already set federal student loan interest rates at 0% for a 60-day period beginning March 20, 2020.

Some other considerations for student loan borrowers include:

- If you can continue to pay student debt, it might make sense to take advantage of the 0% rate.
- Use the funds you would have applied toward the student loan to pay down high interest debt, such as credit cards.
- Save the payments you would have made to create or replenish an emergency savings account. Ideally, an emergency fund will cover three to six months of expenses.
- Employers may provide a student loan repayment benefit to employees on a tax-free basis. The provision applies to any student loan payments made by an employer on behalf of an employee after date of enactment and before January 1, 2021. If this applies to you, take advantage of the tax-free payment.

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Let's work together with your tax and legal professionals to determine how the legislation affects you directly.

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While we are familiar with the tax provisions of the issues presented herein, as financial advisors of Raymond James, we are not qualified to render advice on tax or legal matters. You should discuss tax or legal matters with the appropriate professional.

**RAYMOND JAMES®**

INTERNATIONAL HEADQUARTERS: THE RAYMOND JAMES FINANCIAL CENTER  
880 CARILLON PARKWAY // ST. PETERSBURG, FL 33716

# The CARES Act: Small Businesses

Understanding how the stimulus bill affects small businesses

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Given the enormity of the 2020 Coronavirus Aid, Relief, and Economic Security (CARES) Act, there is much to consider in determining how provisions in the stimulus bill can help small businesses.

## OVERVIEW

Passed on March 27, 2020, the CARES Act provides an estimated \$2 trillion in fiscal stimulus to combat the economic impact of COVID-19, and provides the healthcare industry the financial support, equipment and protection it needs to combat the virus.

As the COVID-19 pandemic has affected life in ways we couldn't imagine, the deadly virus and efforts to contain the spread have prompted a significant government response. The legislation is intended to combat the economic risks associated with a slowdown in individual spending and helps businesses of all sizes avoid closures and employee layoffs. It also provides necessary funds to help support states and municipalities.

This document highlights the major small business provisions in the CARES Act and how they can help during this unforeseen time.

## SMALL BUSINESS PAYCHECK PROTECTIONS

Inside the relief bill, Congress has appropriated \$349 billion in small business loans through the Small Business Administration (SBA) to help qualifying small businesses cover necessary business expenses, including payroll (from 2/15/20 - 6/30/20) for individual employees with compensation up to \$100,000. This will help small businesses stay open and allow them to keep paying their employees to be ready to go back to work when this pandemic ends. The hope is with this assistance, employees will have enough resources to survive and they can go back to work. As per the 2018 Small Business Profile from the SBA, small businesses employ 58.9 million people, or 47.5% of U.S. employees. The effect of having that percentage of people not working or receiving a paycheck would decimate the economy.

## IMPORTANT TOPICS

Small business paycheck protections

Economic disaster loan and grants

Treasury loans, loan guarantee fund, and Federal Reserve programs

Support for impacted industries and general economic support

Business tax provisions

Bank provisions

Healthcare funding

Educational funding

## LOAN PROVISIONS

Small businesses are defined as having 500 or fewer employees, or a number chosen by the SBA. Certain businesses under the North American Industry Classification (NAIC) code 72, like restaurants and lodging operations that do not employ more than 500 employees per physical location, are eligible as well. The loans are up to 2.5 times the average monthly payroll cost in 2019, or up to \$10 million. The maximum interest rate for these loans is 4% for up to 10 years. Payments for loans can be deferred for at least six months but no more than one year with no prepayment penalty.

Businesses can use these funds for group health benefits, payroll costs, interest payments on mortgages, rent, utilities, and interest on debt for expenses.

### *What is a PPP Loan*

Paycheck Protection Program Loan, also known as PPP Loans, will charge interest at no more than 4% and will be administered by the Small Business Administration (SBA). Payment of interest, principal and fees will be deferred for at least six months but not more than 1 year. As the program's name implies, PPP Loans are designed to provide cash to small businesses, including sole proprietors and independent contractors.

### *Types of Businesses Eligible for a PPP Loan*

- Businesses and entities must have been in operation on February 15, 2020.
- Businesses, nonprofits, veterans' organizations, and tribal concerns with fewer than 500 employees or the applicable industry size standard under SBA rules.
- Individuals who operate a sole proprietorship or as independent contractors and eligible self-employed individuals.
- Any business that employs not more than 500 employees per physical location of the business concern and that is assigned a NAICS code beginning with 72, for which the affiliation rules are waived.
- Affiliation rules are also waived for any business concern operating as a franchise that is assigned a franchise identifier code by the Administration, and company that receives funding through a Small Business Investment Company.

To learn more about an SBA loan, visit [www.sba.gov](http://www.sba.gov).

## LOAN FORGIVENESS

Loans can be forgiven if used for payroll costs, mortgage payments, rent payments and utility payments. Loan forgiveness will also be excluded from taxation. Small

businesses must have maintained the same number of employees through the end of June 2020, otherwise the forgivable loan portion may be reduced. Reductions in the amount forgiven will also be applied if employees who make less than \$100,000 have their compensation cut by more than 25%. Any lay offs that occurred prior to accepting the loan will not be subject penalties. But if those businesses rehire employees who were laid off after accepting the loan, they will receive additional credit to cover those wages.

Loan forgiveness will be issued by approved lenders. For details on the program, see the SBA or contact your local SBA-approved lending bank or financial institution.

## ECONOMIC DISASTER LOAN AND GRANTS

The CARES Act expands access to Economic Injury Disaster Loans under Section 7(b)(2) of the Small Business Act.

Loans are available for reasons other than payroll costs. This also allows for emergency grants in the form of an immediate advance of up to \$10,000 if a business owner applies for a disaster loan, even if not approved for disaster loan.

This provision benefits those with existing SBA loans or new loans obtained within six months of the signing of the bill where the SBA will pay six months of principal, interest and fees on qualifying loans.

## TREASURY LOANS, LOAN GUARANTEE FUND, AND FEDERAL RESERVE PROGRAMS

For businesses with between 500 and 10,000 employees, the U.S. Treasury's Exchange Stabilization Fund has set up direct loans to offset the effects of decreased revenues and keep people working. Interest rates on these loans is capped at 2% and borrowers can defer payments for a minimum of six months and up to one year.

Businesses applying for loans:

- Must retain at least 90% of their staff at full compensation and benefits until September 30, 2020.
- Must restore at least 90% of their staff that existed on February 1, 2020, and restore all compensation and benefits to workers within four months of the end of the public health emergency.
- Must not outsource or offshore jobs for at least two years after repayment of the loan.

- Will not pay dividends to its stockholders or repurchase any equity security or its parent that is listed on a securities exchange while the loan is outstanding, except to the extent required under a contractual obligation in effect before the CARES Act was enacted. Businesses must not end collective bargaining agreements for at least two years after repayment of the loan, and must not block union organizing while the loan is outstanding.

Companies owned by the president, vice president and members of Congress or cabinet heads are not eligible for any loans.

## SUPPORT FOR IMPACTED INDUSTRIES AND GENERAL ECONOMIC SUPPORT

The relief bill allocates a \$500 billion fund to help the hardest-hit businesses and industries. This includes \$454 billion in loans and guarantees investments in programs to eligible businesses, including airlines, air cargo carriers, integral national security businesses, states, and municipalities. The Treasury can also use a credit fund to purchase obligations or other interests directly from issuers or from the secondary market to provide liquidity where needed.

It also provides payroll protection grants to protect airline and air cargo employees and contractors and keep workers employed for when normal business levels resume. Further support for airlines includes suspension of certain air travel and aviation fuel excise taxes through January 1, 2021. Compensation for these loans include interest and equity stakes in airlines if needed by warrants, stock options, or common or preferred stock.

There will be restrictions on executive compensation for certain officers and employees. Companies can't buy back their own shares or pay out dividends until one year after the loan is repaid. Airlines that receive loans must maintain service routes and destinations.

Some other businesses essential in keeping the economy moving that are eligible for funds include the United States Postal Service (USPS), airports, mass transit systems and Amtrak. There are also funds allocated for emergency appropriations for government agency response efforts.

## BUSINESS TAX PROVISIONS

### PAYROLL TAX DEFERRAL

A key provision of the stimulus bill provides employers the

ability to delay the payment of employer payroll taxes until December 31, 2021. At that time, half of the payroll tax will be due with the rest due by December 31, 2022. This is intended to try to alleviate the burden on employers who have struggled to make payroll. This also includes self-employed individuals. Businesses that take out paycheck loans may not be eligible for this deferral.

### NET OPERATING LOSS (NOL) CARRY BACK

Businesses will be able to carry back NOLs again, which were allowed prior to the 2017 Tax Cuts and Jobs Act. The NOL carry back option allows businesses to use the losses against prior year income, which helps to reduce prior year income and claim refunds. The 2017 tax act disallowed the option to use an NOL for prior years and only to be carried forward indefinitely (offsetting income in future years).

The CARES Act allows businesses to use their 2018, 2019 or 2020 NOL to be carried back up to five years, which could provide refunds to some businesses needing cash. Another provision changes the amount of the NOL that could be used against income. Under the 2017 tax act, businesses could only use an NOL to offset 80% of taxable income, whereas the CARES Act allows businesses to offset up to 100% of taxable income for 2018, 2019 and 2020.

The CARES Act also removes the 2017 tax act's limitation on business losses for non-corporations. Businesses should speak with their CPA to discuss the use of prior year NOLs or suspended losses.

### QUALIFIED IMPROVEMENT PROPERTY CORRECTION

The act also corrects an element of the 2017 tax act that prevented some businesses with "qualified improvement property" – defined as improvements made to the interior of nonresidential buildings – from claiming accelerated (bonus) depreciation for business investment. It was intended to allow businesses to take depreciation quicker and lower taxable income to provide an incentive for investment, but this new category of "qualified improvement property" was left out. Now, a business with this category of property may file amended tax returns to claim this benefit, which may provide a tax refund. Businesses that could benefit from this include real estate owners, restaurants and retail businesses.

### EMPLOYEE RETENTION CREDIT

The act provides an employee retention credit for qualified businesses with reduced revenue due to government restrictions in COVID-19. Operations must have been fully or partially suspended and gross receipts (revenue) must have

declined by more than 50% compared to the same quarter in the prior year. The credit is equal to up to 50% of qualified wages up to \$10,000 (including health benefits) per employee, resulting in a maximum credit of \$5,000 per employee.

There are different stipulations for different business sizes based on qualified wages and number of employees (less than 100 or 100 or more). Any wages used for the new payroll tax credit for family leave or sick leave in previous coronavirus bills or used for SBA paycheck protection program cannot be used.

#### OTHER NOTABLE PROVISIONS

Another provision includes a temporary increase of limits on business interest expenses from 30% to 50% of adjusted taxable income for tax years 2019 and 2020. This provides higher deductions, which lowers taxable income.

The charitable deduction limit also increased from 10% of adjusted taxable income to 25%.

#### BANK PROVISIONS

As financial institutions are a vital part of the economy and an essential middleman to distribute funds to individuals and businesses, the bill provides a provision to reduce regulatory requirements on financial institutions to increase the speed and amount of funds into the hands of the people who need them.

Provisions include:

- Temporarily authorizing the Office of Comptroller of the Currency to exempt any transaction from its lending limits if the exemption is in the public's best interest.
- Lowering the community bank capital ratio to lend out more and providing a reasonable grace period to get back to limits.
- Providing temporary relief for loan modifications for impacted borrowers to ease restructure debt without holding extra capital, which would otherwise be categorized as troubled debt restructuring (TDR).
- Adding non-bank financial companies to assist in distributing funds.
- Providing relief from current expected credit losses (CECLs) through December 31, 2020, or the termination of the current public health emergency, to delay financial institutions from measuring credit losses.
- Temporarily suspending the limitation on Exchange Stabilization Funds for guarantee program for the U.S. Money Market Fund industry.
- Providing a 100% guarantee on SBA 7(a) loans.
- Allowing the FDIC to guarantee bank accounts through the end of the year.
- Prohibiting foreclosures for 60 days, a moratorium on eviction filing for 120 days, and a one-year forbearance for borrowers who have federally backed mortgages who have experienced financial hardship due to COVID-19. Federally backed mortgages include those purchased or securitized by Fannie Mae or Freddie Mac; insured by the Federal Housing Administration, the U.S. Department of Veterans Affairs or the U.S. Department of Agriculture (USDA); and directly issued by USDA.

#### HEALTHCARE FUNDING

The act also takes aim to combat the public health impact that could drain medical resources and have serious repercussions for medical institutions. Included are funds to help offset costs to hospitals and other providers. Other funds are dedicated to assist state and local response measures for detection, diagnostics, prevention and treatment of COVID-19, and provide for an increase to the national stockpile for drugs, protective equipment, medical supplies and additional funding for FEMA's Disaster Relief Fund.

#### MEDICARE INCLUSIONS

Medicare usually pays 80% of the fee for services. Generally, the provider does not receive the full 80%, as Medicare has a fee that reduces the payments to providers by 2%, called the 2% sequestration. The CARES Act eliminates this 2% fee through the end of 2020. Medicare will also increase payments by 20% to the diagnosis-related group rate for patients with COVID-19 and eliminate Part B cost-sharing for COVID-19 testing and any future vaccines. It also allows states to offer COVID-19 testing and related services through Medicaid regardless of eligibility without cost-sharing. These changes allow needed funds for service providers and more access to testing for people without insurance.

#### TELEHEALTH SERVICES

The act expands and encourages telehealth services by lessening the requirements to make these services available to more people during the emergency. It reauthorizes programs such as telehealth network and telehealth resource

centers grants, several rural health grant programs, provides for modernization of the Public Health Service, and several health workforce development programs.

#### OTHER HEALTHCARE PROVISIONS

Included in the bill is a provision that prioritizes reviews of drug applications for drugs that may face a shortage.

Another allows the FDA to regulate certain non-prescription drugs that are marketed without an approved drug application. It reforms the regulatory process for OTC drug approvals, permitting the FDA more flexibility and providing incentives for pharmaceutical companies to research and manufacture innovative drugs.

#### EDUCATIONAL FUNDING

As educational facilities have had to close to keep students and staff safe, \$30 billion is allocated for instructional continuity. The act appropriates funds to institutions of higher education to prevent, prepare and respond to COVID-19. Funds may be used for lost revenue, technology costs associated with the transition to distance learning, and grants to students for food, housing, course material technology, healthcare and child care.

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Let's work together with your tax and legal professionals to  
determine how the legislation affects you directly.

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While we are familiar with the tax provisions of the issues presented herein as financial advisors of Raymond James, we are not qualified to render advice on tax or legal matters. You should discuss tax or legal matters with the appropriate professional.

**RAYMOND JAMES®**

INTERNATIONAL HEADQUARTERS: THE RAYMOND JAMES FINANCIAL CENTER  
880 CARILLON PARKWAY // ST. PETERSBURG, FL 33716

**Business Stimulus**

**There is one major concern that needs consideration and clarification prior to moving forward:**

**With approximately 750 businesses in Lake Park which includes 330 in the CRA , offering the stimulus to only the CRA are we opening up the Town for a possible class action law suit ? (Tom Baird?)**

My plan for business stimulation has three phases: 1- immediate needs, 2- recovery help and assistance, and 3- sustainability and long term support. First, I suggest setting up a Zoom meeting for every business in Lake Park explaining our plan. This would be coordinated with a direct mail piece explaining the same thing.

**Phase 1 ideas:**

-Money to pay for loss of income, utilities, mortgage / rent, or employee retention. Assuming they did not receive PPP, if they did receive PPP they would be eligible for 1/2 of this proposal. I would propose a one time grant of 2% based on 2019 gross sales with a cap of \$5,000. I would propose / design a one page, extremely easy to fill out application. Also working with a local banker, possibly set up a long term, (24-36 months) low interest loan or CD with the Town as a possible guarantor?

For a business open less than one year, with no history of sales, the same would apply based on their business plan or projected operating costs.

Train someone in our office to be fluent in SBA loans, Paycheck Protection Program ( PPP) and Economic Injury Disaster Loan (EIDL) grants so they could work with business owners filling out and assisting with the banking process. Filling out the paper work for any of the three is a deterrent for many. It would be very useful if we could find a bank to work with the Town that we have a relationship with.

**Phase 2 ideas:**

-For remainder of 2020, allow new temporary signage without permits (as long as it doesn't interfere with traffic or sight lines). Dramatically reduce the costs of permits for 60 days by 50% as long as the work is completed within that time frame. This would only apply to improving the existing business, not new construction..

**Phase 3 ideas:**

-Create and distribute a Business Directory, listing every business in Lake Park under specific headings including their brick and mortar location (if applicable), phone number, email and web address. This publication should go out to every resident and business in Lake Park. A link to the digital version of it should also be on the front page of our website and newsletter. We need to encourage 'live, shop, and support Lake Park'. This would all be done at no charge for businesses. In the monthly newsletter, one business from each heading should be featured. We should also reach out to PRGuru and Strategic Marketing for help and support at no additional cost to the Town. Hold a monthly Zoom meeting exclusively for the business for questions, concerns, and updates.



## **Residential Stimulus**

1. Reduce any existing fine by 50% and eliminate court cost for any code violation from March 1st., ending on July 31st.
2. Reduce any code violation to a written warning only until July 31st. If the infraction is not resolved, then a code violation could be imposed.
3. Supplement the cost of repairs (grant) for a warning or violation up to \$500.00 dollars. The grant would apply if the violator is on a fixed income, SSI, or unemployed, this would be in effect for the remainder of the year. This would be for owners only not renters unless, their lease reads the renter is responsible for repairs and upkeep of the property.
4. Reduce the cost of small project permits (maybe under \$5000) by 50% for existing residents as long as the work is completed within 60 days.
5. Putting money back in the community: Each resident would receive a \$50.00 food credit (debit card )(would have to work with the bank on a special account) to be used at either Lake Park Publix, Lake Park Aldi, Caribbean Grocery, Saigon Oriental Food Mart or Neighbor's Food Mart (no cash value), good for food only? (counting on cost reduction from the stores of minimum of 10%, the Town of Lake Park agrees to only use the discount for the cards). The distribution of these cards needs to be given some thought/discussion to prevent theft and fraud. If they are mailed out to each address, the only way they can be redeemed would be with a photo ID showing the same address.



Community  
Development  
Department

*March 30, 2020*

**DO NOT DISCARD**

**BUSINESS ASSISTANCE  
INFORMATION ENCLOSED, including  
IMPORTANT DEADLINES**

**CORONAVIRUS DISEASE 2019  
(COVID-19)**

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**PLEASE VISIT THE TOWN  
WEBSITE:  
[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)  
*for the most up-to-date information.***

*Our businesses are a part of our community fabric and we  
are here to help!*

*While the Town is not affiliated with any of the outside  
agencies listed, nor do we endorse, or take any  
responsibility for their individual application procedures,  
we encourage you to review the documentation provided.*

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

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[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)



Home Eligibility & Loan Process Application Resources FAQs

Search

Search

### Get Email Updates

[Click Here to get email updates](#)

### Loan Program Instructions

1. Review the eligibility requirements and loan process.
2. Gather the required support documentation.
3. Options for submitting an application include:
  - Apply online or
  - Download an application, complete it in full and submit it with the required support documentation by mail or courier to: Florida Department of Economic Opportunity, C/O Small Business Emergency Bridge Loan, 107 E. Madison Street, MSC-160, Tallahassee FL 32399-4120.
4. For assistance with completing the application, contact the Florida Department of Economic Opportunity toll-free at (833) 832-4494.

### Quick Links

[Florida SBDC Network](#)  
[Florida Department of Financial Services](#)  
[Florida State Emergency Response Team](#)  
[Florida Governor's Office](#)  
[SBA Disaster Assistance](#)

### Info Center

03/16/2020 Press Release: Governor Ron DeSantis Activates Emergency Bridge Loan Program for Small Businesses Impacted by COVID-19  
 |  
 03/19/2020 Press Release: FL 16353 - SBA Offers Economic Injury Disaster Loan

The Florida Small Business Emergency Bridge Loan Program is currently available to small business owners located in all Florida counties statewide that experienced economic damage as a result of COVID-19.

These short-term, interest-free working capital loans are intended to "bridge the gap" between the time a major catastrophe hits and when a business has secured longer term recovery resources, such as sufficient profits from a revived business, receipt of payments on insurance claims or federal disaster assistance.

The Florida Small Business Emergency Bridge Loan Program is not designed to be the primary source of assistance to affected small businesses, which is why eligibility is linked pursuant to other financial sources. Note: Loans made under this program are short-term debt loans made by the state of Florida using public funds - they are **not grants**. Florida Small Business Emergency Bridge Loans require repayment by the approved applicant from longer term financial resources.

### Loan Details

**Designated Disaster Areas:** All Florida counties statewide per Executive Order 20-52.  
**Qualified Applicant:** Applications will be accepted by qualified for-profit, privately held small businesses that maintain a place of business in the state of Florida. All qualified applicants must have been established prior to March 9, 2020, and suffered economic injury as a result of the designated disaster. Qualified small business applicants must be an employer business with 2 to 100 employees.

**Amount:** Up to \$50,000 per eligible small business. Loans of up to \$100,000 may be made in special cases as warranted by the need of the eligible small business.

**Term:** 1 year.

**Limitation:** Only one loan may be made per eligible business. All previous bridge loans received MUST be paid in full.

**Interest Rate:** Loans will be interest-free for the loan term (1 year). The Interest rate will be 12% per annum on the unpaid balance thereafter, until the loan balance is repaid in full. Loan default is subject to a normal commercial collection process.

**Application Period:** Applications will be accepted by qualified Florida small businesses under this program through May 8, 2020, contingent on the availability of funds.

### Get Started

1. Review the eligibility requirements and loan process.
2. Gather the required support documentation.
3. Options for submitting an application include:
  - Apply online or
  - Download an application, complete it in full and submit it with the required support documentation by mail or courier to: Florida Department of Economic Opportunity, C/O Small Business Emergency Bridge Loan, 107 E. Madison Street, MSC-160, Tallahassee FL 32399-4120.
4. For assistance with completing the application, contact the Florida Department of Economic Opportunity toll-free at (833) 832-4494.

Assistance to Florida Small Businesses  
Economically Impacted by COVID-19

### **Contact Information**

For questions regarding the Emergency Bridge Loan Program, please contact the Florida Department of Economic Opportunity by email at toll-free at (833) 832-4494 or email [FloridaBusinessLoanFund@deo.myflorida.com](mailto:FloridaBusinessLoanFund@deo.myflorida.com).

### **About the Emergency Bridge Loan Program**

The Florida Small Business Emergency Bridge Loan Program was first activated following Hurricane Andrew in 1992. It has been activated 26 additional times following disasters and has helped more than 4,750 small businesses statewide to receive more than \$157.5 million in assistance.

[Home](#)   [Eligibility & Loan Process](#)   [Application](#)   [Resources](#)   [FAQs](#)

© 2020 [floridadisasterloan.org](http://floridadisasterloan.org)



## Small Business Association Makes Disaster Loans Available To Florida Businesses Impacted By Coronavirus

Small businesses are an integral part of the fabric of Lake Park. Unfortunately, the COVID-19 pandemic has already begun to negatively impact small businesses here and across the country, and no one knows how long this will last. In order to help mitigate this situation, the Small Business Association (SBA) announced that, beginning today (March 19), small businesses located in Florida can apply for disaster loans.

These Economic Injury Disaster Loans are designed to help meet working capital needs caused by the coronavirus. Loans may be up to \$2 million, but the amount of each loan is determined by the SBA based on economic injury and other factors. Applicants must have a credit history acceptable to SBA and must demonstrate the ability to repay the loan. In addition, collateral is required for all loans over \$25,000. The interest rate, which is fixed for the life of the loan, is 3.75%.

For more information or to apply for a loan, please visit <https://disasterloan.sba.gov/ela>.

To see a list of resource partners that can provide application assistance, please visit [www.sba.gov/local-assistance/find/](http://www.sba.gov/local-assistance/find/).

The SBA Disaster Assistance Customer Service Center can be reached at 1-800-659-2955 (TTY: 1-800-877-8339) or by email at [disastercustomerservice@sba.gov](mailto:disastercustomerservice@sba.gov).

The Town of Lake Park will continue to make our residents and business owners aware of any programs that may be available to them during their crisis. We wish you and yours continued good health.



# Lake Park Zoning Map



## Legend

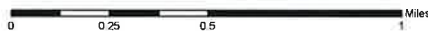
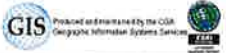
- TOWN BOUNDARY
- Planned Unit Development Overlay
- NBOZ Overlay
- CRA Overlay
- FHMUDO Federal Highway Mixed Use District Overlay

## Zoning

- C1 BUSINESS DISTRICT
- C2 BUSINESS DISTRICT
- C3 BUSINESS DISTRICT
- C4 BUSINESS DISTRICT
- CLIC CAMPUS LIGHT INDUSTRIAL & COMMERCIAL
- CONSERVATION
- MU MIXED USE
- P PUBLIC DISTRICT
- PADD PARK AVENUE DOWNTOWN DISTRICT

- R1 SINGLE FAMILY RESIDENCE DISTRICT
- R1A SINGLE FAMILY RESIDENCE DISTRICT
- R1B TWO FAMILY RESIDENCE DISTRICT
- R2 MULTIPLE FAMILY RESIDENCE DISTRICT
- R2A MULTIPLE FAMILY RESIDENCE DISTRICT
- R3 MULTIPLE FAMILY RESIDENCE DISTRICT
- TND TRADITIONAL NEIGHBORHOOD DEVELOPMENT

Calvin, Giordano & Associates, Inc.  
PLANNING CONSULTANTS



Map Date: 10/6/2018



Nadia Di Tommaso - Director  
Community Development Department  
Town of Lake Park  
535 Park Ave., Lake Park, FL 33403  
561-981-3319 561-881-3323 (fax)  
ndtommaso@lakeparkflorida.gov

# TAB 15



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: May 6, 2020**

**Agenda Item No.**

**Agenda Title: C-3/Promenade Shoppes/Twin City Mall Area Update.**

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

CONSENT AGENDA

OLD BUSINESS

**Approved by Town Manager** Bambi McKibbon-Turner **Date:** \_\_\_\_\_

Digitally signed by Bambi McKibbon-Turner  
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town  
Manager/Human Resources Director, email=bturmer@lakeparkflorida.gov,  
c=US  
Date: 2020.05.07 09:11:12 -0400

**Nadia Di Tommaso/Community Development Director**

**Nadia Di Tommaso**

**Name/Title**

Digitally signed by Nadia Di Tommaso  
DN: cn=Nadia Di Tommaso, o=Community Development  
Director, ou=Town of Lake Park Community Development,  
email=ndtommaso@lakeparkflorida.gov, c=US  
Date: 2020.05.14 16:36:11 -0400

<b>Originating Department:</b>  <p style="text-align: center;"><b>Community Development</b></p>	<b>Costs: \$ 0.00</b>  <b>Funding Source: N/A at this time</b>  <b>Acct. #</b>  <input type="checkbox"/> Finance _____	<b>Attachments:</b>  <p style="text-align: center;"><b>None</b></p>
<b>Advertised: N/A</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	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 <b><u>ND</u></b> <b>Please initial one.</b>

**Summary Explanation/Background:**

*This agenda item is for informational purposes only to update the Town Commission on our next steps for the C-3 area.*

At its April 15, 2020 meeting, the Town Commission considered a Resolution to establish zoning in progress (ZIP) for the C-3. The Commission unanimously voted to approve the ZIP Resolution. The establishment of ZIP will enable staff to continue its work toward the development of a new C-3 zoning district, consistent with the direction and vision the Commission has expressed at workshops with Dover Kohl and the Village of North Palm Beach. During discussion of the Resolution, the Town Attorney informed the Commission that it could exempt the pending application of Tire Kingdom and the anticipated multifamily



residential application. During discussion, the Commission consensus was that because there was no pending application or plans for the residential project that could be fully reviewed by Staff, the residential project should not be exempted from ZIP. Accordingly, the Commission unanimously voted not to exempt the anticipated residential application from ZIP and the potential applicant was advised of this outcome. In addition, the Commission elected not to exempt Tire Kingdom from the ZIP. This decision was, in part a result of the determination that an auto repair facility use is not consistent with the existing uses of C-3. This decision also confirmed Staff's determination that the use would not be consistent with the overall vision of the C-3 area. The Tire Kingdom applicant was also advised of this outcome and the fact that staff would terminate any further review of their application.

At this time, it is in the best interest of the Town to continue working through the C-3 regulations with the Village of North Palm Beach. Although there is uncertainty given the COVID-19 pandemic, Staff is hopeful that the new C-3 regulations can be ready for consideration within the next 4-5 months. Additionally, because the Town's C-3 regulations must be consistent with the Village's, the timeline pursuant to which the Town can proceed with this process is somewhat fluid. The Town and the Village have made some productive strides by holding public workshops and creating some draft documents. The Managers of the Town and Village have agreed that another joint North Palm Beach and Lake Park workshop where the public and stakeholders can participate should occur, however this is likely to be delayed until there is more clarity once restrictions are eased as they pertain to the COVID-19 pandemic. Staff would like for this workshop to be held in June. Should that be possible, and depending upon the Village, it is possible that the Town could consider the adoption of a new land use category pursuant to its Comprehensive Plan in July as well a first reading on the new C-3 zoning district in July. Depending upon the timeline for the plan amendment, it is possible that the plan amendment and new C-3 district could be adopted in September or October. This is our new timeline.

**Recommended Motion: No action required. For informational purposes only.**

# TAB 16



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 6, 2020

Agenda Item No.

Agenda Title: Request for Letter of Approval for Allocation of Fiscal Year 2020 Justice Assistance Grant (JAG Funds)

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

Approved by Town Manager \_\_\_\_\_ Date: 4/23/2020  
*Don M. [Signature]*

Name/Title ACTING TOWN MGR.

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Manager</b></p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  <b>Copy of 3/26/2020 Letter from the Palm Beach County Criminal Justice Commission; and, Copy of Letter for the Mayor's Signature</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	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 <b>Not applicable in this case</b> <input checked="" type="checkbox"/> <b>Please initial one.</b>

**Summary Explanation/Background:**

The Town of Lake Park has received a request from the Palm Beach County Criminal Justice Commission for a letter approving the distribution of \$312,028 of Federal Fiscal Year 2019 (County Fiscal Year 2020) Edward Byrne Memorial Justice Assistance Grant (JAG) funds for the Countywide Reentry Program and the PalmFUSE (Frequent Users System Engagement) Project within Palm Beach County.

The Florida Department of Law Enforcement requires that 51 percent of municipalities approve this allocation in order to distribute the funds.

A copy of the letter of approval is attached as back-up to this agenda item.

Staff recommends approval.

**Recommended Motion: I move to authorize the Mayor to sign the letter approving the distribution of \$312,028 of Federal Fiscal Year 2019 (County Fiscal Year 2020) Edward Byrne Memorial Justice Assistance Grant (JAG) funds for the Countywide Reentry Program and the PalmFUSE (Frequent Users System Engagement) Project within Palm Beach County**



**Criminal Justice Commission**

301 North Olive Avenue, Suite 1001  
West Palm Beach, FL 33401-4705  
(561) 355-4943  
Fax: (561) 355-4941

<http://discover.pbcgov.org/criminaljustice/>

Joseph Ianno, Jr., Chairman  
Kevin L. Jones, Vice Chairman  
Rachel Docekal, Treasurer  
Nellie King, Secretary



**Palm Beach County  
Board of County Commissioners**

Dave Kerner, Mayor  
Robert S. Weinroth, Vice Mayor  
Hal R. Valeche  
Gregg K. Weiss  
Mary Lou Berger  
Melissa McKinlay  
Mack Bernard

**County Administrator**  
Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*

March 26, 2020

To All Palm Beach County Mayors:

The Criminal Justice Commission (CJC) seeks your approval in the allocation of FY20 (Federal Fiscal Year 2019/County Fiscal Year 2020) Justice Assistance Grant (JAG) funds. The total allocation to Palm Beach County is \$312,028. The CJC received notification on March 9, 2020 of this funding for the period October 1, 2019 through September 30, 2020. This funding was delayed due to Federal litigation surrounding sanctuary city protections, which have since been lifted.

The CJC voted to support continuation of existing countywide programs at the funding amounts listed below including: 1) The Reentry Program, which provides transitional services for adults and juveniles released from jail and prison to Palm Beach County; and 2) The PalmFUSE Program, which breaks the cycle of incarceration and homelessness among individuals with complex behavioral health challenges who are the highest users of jail, homeless shelters, hospitals and other crisis system services.

Palm Beach County	PROJECT TITLE	FEDERAL FUNDS RECOMMENDED
Palm Beach County	Reentry Program	\$240,228.00
Palm Beach County	PalmFUSE	71,800.00
<b>TOTAL</b>		<b>\$312,028.00</b>

The Florida Department of Law Enforcement (FDLE) requires that fifty-one percent (51%) of the local units of government representing at least fifty-one percent (51%) of the county's population agree on the allocation of these funds. For your convenience, we have prepared the attached sample letter for your use. Due to the application deadline, we ask that this letter be received at the CJC Office no later than April 24, 2020. Because of COVID-19 concerns and safe practices, please process and send your letters digitally to Allison Orr, email address: [alorr@pbcgov.org](mailto:alorr@pbcgov.org).

**(PLEASE DO NOT SEND THE LETTER TO FDLE)**

If you should require additional information or have any questions, please contact Kristina Henson (561) 355-4943. Your immediate attention to this matter is greatly appreciated.

Sincerely,

Kristina Henson  
Executive Director

Cc: All Palm Beach County Police Chiefs  
Richard C. Radcliff, Executive Director, PBC League of Cities



Office of the Mayor  
Michael O'Rourke

May 6, 2020

Ms. Rona Kay Cradit, Bureau Chief  
Florida Department of Law Enforcement  
Office of Criminal Justice Grants  
2331 Phillips Road  
P.O. Box 1489  
Tallahassee, FL 32308  
C/O THE CRIMINAL JUSTICE COMMISSION

Dear Ms. Cradit:

In compliance with the State of Florida *Rule 11D-9, F.A.C.*, the Town of Lake Park approves the distribution of \$312,028 of Federal Fiscal Year 2019 (County Fiscal Year 2020) Edward Byrne Memorial Justice Assistance Grant (JAG) funds for the Countywide Reentry Program and the PalmFUSE (Frequent Users System Engagement) Project within Palm Beach County as follows:

<b>PALM BEACH COUNTY</b>	<b>PROJECT TITLE</b>	<b>FEDERAL FUNDS RECOMMENDED</b>
Palm Beach County	Countywide Reentry Program	240,228.00
Palm Beach County	PalmFUSE	71,800.00
<b>TOTAL</b>		<b>312,028.00</b>

Sincerely,

*AGENDA COPY ONLY*

Michael O'Rourke  
Mayor  
Town of Lake Park

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3300  
Fax: (561) 881-3314

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)

# TAB 17



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 6, 2020

Agenda Item No.

Agenda Title: Review of the Town Manager's Annual Performance Evaluation for the Period of May 1, 2019 to May 1, 2020

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

Approved by <sup>ACTING</sup> Town Manager *[Signature]* Date: 4/29/2020

Name/Title

<b>Originating Department:</b>  <b>Human Resources</b>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <b>Copies of Completed Town Manager Evaluation Forms Received; and, Copy of Town Manager Job Description</b>
<b>Advertised:</b> 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.	<b>Yes I have notified everyone: <u>BMT</u></b> OR Not applicable in this case ____ <b>Please initial one.</b>



**Summary Explanation/Background:**

Pursuant to Section 8 of the September 21, 2016 Second Amendment to the Employment Agreement between the Town of Lake Park and Town Manager John D'Agostino, the Town Commission is required to conduct an annual review and evaluation of the Town Manager's performance in accordance with criteria mutually developed and adopted by the Town Commission and the Town Manager which may, among other items, consist of goals and performance objectives which the Commission deems necessary for the proper operation of the Town and the attainment of the Commission's policy objectives. Such annual review is due to be completed by May 1, 2020. The purpose of this agenda item is the review of the completed Town Manager annual evaluation forms for the period of May 1, 2019 to May 1, 2020.

Attached are the completed evaluation forms that were received from the Town Commission as of the date of the submittal of this agenda item. Another copy of the Town Manager's current job description is attached for ease of reference.

**Recommended Motion: There is no recommended motion.**



TOWN OF LAKE PARK

APR 29 2020

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Human Resources Department

# Town of Lake Park

## ANNUAL PERFORMANCE EVALUATION FORM

TOWN MANAGER

JOHN D'AGOSTINO

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provide for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments. *(Please do not complete in pencil.)*

Michael O'Rourke

\_\_\_\_\_  
Evaluator 's Name

EVALUATION PERIOD

5/01/2019 to 5/01/2020

### EVALUATION SCALE

5	Outstanding	Consistently achieves and exceeds all standards/objectives of work performance.
4	Very Effective	Regularly meets and frequently exceeds standards of work performance.
3	Effective	Regularly meets standards of work performance.
2	Marginally Effective	Often fails to meet standards of work performance.
1	Ineffective	Clearly and consistently fails to meet standards of work performance.

**1. MANAGEMENT STYLE/PROFESSIONAL SKILLS**

- 4 Maintains open and informative communications with the Town Commission
- 4 Knowledgeable of current developments affecting the local government management field.
- 4 Effectively implements and enforces Town policies and procedures
- 5 Demonstrates a capacity for innovation and creativity
- 4 Anticipates problems and develops effective approaches for solving them.
- 5 Maintains a work atmosphere conducive to productivity and efficiency
- 5 Takes responsibility for staff actions.
- 4 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 4 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 4 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 4 Effectively recruits professional staff

**COMMENTS:**

The Town Manager's management style is one of his greatest assets.

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**2. FISCAL MANAGEMENT**

- 4 Possesses knowledge of governmental accounting/budget procedures
- 4 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 4 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 4 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 4 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town

4 Expenditures are made within budget limitations according to established policy

COMMENTS:

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### 3. PERSONAL SKILLS/COMMUNICATIONS

4 Willing to commit time necessary to complete required tasks

5 Demonstrates high concern for ethical behavior

4 Skillful in verbal communication

4 Skillful in written communication

4 Informs the Commission of current issues and administrative developments

5 Encourages a positive attitude regarding the Town

3 Receptive to constructive criticism and advice

4 Manages stress effectively

COMMENTS:

The Town Manager is a good communicator but can sometimes wear his emotions on the outside. Saying that, however only makes him human.

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### 4. RELATIONS WITH THE TOWN COMMISSION

5 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.

4 Carries out the directives of the Commission as a whole, rather than those of any one member

4 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy

4 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall

4 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

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5. COMMUNITY RELATIONS

- 4 Effectively addresses and accommodates citizen complaints
- 5 Shows a sensitivity to and appreciation of diversity of the Town's population
- 4 Responsive to issues of both commercial and residential populations
- 4 Takes a "hands-on" approach when necessary
- 4 Maintains an effective working relationship with other local governments
- 4 Takes a diplomatic approach to problem solving
- 5 Projects a positive image on behalf of the Town of Lake Park
- 4 Provides management support to Town Boards
- 3 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

As a Town our community relations have always needed further attention. Slowly, with the Town Manager's assistance, we are developing programs to reach out to the community more effectively. The position of Information Director is another good step in the right direction.

ADDITIONAL SUMMARY COMMENTS:

Town Manager John D'agostino is truly an asset to this community. He has put together an incredibly competent and hard administrative staff and group of employees. I look forward to working with him in the future. Overall rating is a 4, simply because there should always be room to improve

OVERALL RATING:

4

5 - Outstanding

4 - Very Effective

3 - Effective

2 - Marginally Effective

1 - Ineffective



4/29/20

EVALUATOR'S SIGNATURE

DATE

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Human Resources Department

APR 27 2020

TOWN OF LAKE PARK



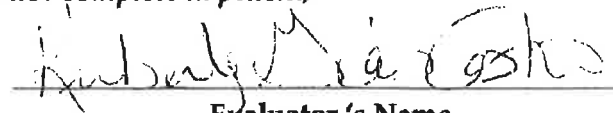
## Town of Lake Park

### ANNUAL PERFORMANCE EVALUATION FORM

TOWN MANAGER

JOHN D'AGOSTINO

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provide for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments. *(Please do not complete in pencil.)*



Evaluator's Name

EVALUATION PERIOD

5/01/2019 to 5/01/2020

#### EVALUATION SCALE

5	Outstanding	Consistently achieves and exceeds all standards/objectives of work performance.
4	Very Effective	Regularly meets and frequently exceeds standards of work performance.
3	Effective	Regularly meets standards of work performance.
2	Marginally Effective	Often fails to meet standards of work performance.
1	Ineffective	Clearly and consistently fails to meet standards of work performance.

**1. MANAGEMENT STYLE/PROFESSIONAL SKILLS**

- 3 Maintains open and informative communications with the Town Commission
- 4 Knowledgeable of current developments affecting the local government management field.
- 3 Effectively implements and enforces Town policies and procedures
- 4 Demonstrates a capacity for innovation and creativity
- 3 Anticipates problems and develops effective approaches for solving them.
- 3 Maintains a work atmosphere conducive to productivity and efficiency
- 3 Takes responsibility for staff actions.
- 3 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 3 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 3 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 3 Effectively recruits professional staff

COMMENTS:

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**2. FISCAL MANAGEMENT**

- 4 Possesses knowledge of governmental accounting/budget procedures
- 5 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 4 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 3 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 3 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town

4 Expenditures are made within budget limitations according to established policy

COMMENTS:

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### 3. PERSONAL SKILLS/COMMUNICATIONS

- 4 Willing to commit time necessary to complete required tasks
- 5 Demonstrates high concern for ethical behavior
- 4 Skillful in verbal communication
- 4 Skillful in written communication
- 3 Informs the Commission of current issues and administrative developments
- 5 Encourages a positive attitude regarding the Town
- 3 Receptive to constructive criticism and advice
- 3 Manages stress effectively

COMMENTS:

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### 4. RELATIONS WITH THE TOWN COMMISSION

- 3 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
- 3 Carries out the directives of the Commission as a whole, rather than those of any one member
- 3 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy
- 3 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
- 3 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.



COMMENTS:

Email is not effective communication  
Reading a statement at Commission meetings  
is not communication

5. COMMUNITY RELATIONS

- 4 Effectively addresses and accommodates citizen complaints
- 5 Shows a sensitivity to and appreciation of diversity of the Town's population
- 4 Responsive to issues of both commercial and residential populations
- 4 Takes a "hands-on" approach when necessary
- 4 Maintains an effective working relationship with other local governments
- 4 Takes a diplomatic approach to problem solving
- 5 Projects a positive image on behalf of the Town of Lake Park
- 4 Provides management support to Town Boards
- 3 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDITIONAL SUMMARY COMMENTS:

During this pandemic there is a need for  
more frequent communication by Town  
Commission - direct conversations, not email

OVERALL RATING:

- 5 - Outstanding
- 4 - Very Effective
- 3 - Effective
- 2 - Marginally Effective
- 1 - Ineffective

[Signature]  
EVALUATOR'S SIGNATURE

4.26.20  
DATE

RECEIVED  
Human Resources Department

APR 24 2020

TOWN OF LAKE PARK



**Town of Lake Park**  
**ANNUAL PERFORMANCE EVALUATION FORM**  
**TOWN MANAGER**  
**JOHN D'AGOSTINO**

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provide for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments. *(Please do not complete in pencil.)*

Commissioner Flaherty

Evaluator's Name

EVALUATION PERIOD

5/01/2019 to 5/01/2020

EVALUATION SCALE

- |   |                      |   |
|---|----------------------|---|
| 5 | Outstanding          | Consistently achieves and exceeds all standards/objectives of work performance. |
| 4 | Very Effective       | Regularly meets and frequently exceeds standards of work performance.           |
| 3 | Effective            | Regularly meets standards of work performance.                                  |
| 2 | Marginally Effective | Often fails to meet standards of work performance.                              |
| 1 | Ineffective          | Clearly and consistently fails to meet standards of work performance.           |

## 1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- Maintains open and informative communications with the Town Commission
- Knowledgeable of current developments affecting the local government management field.
- Effectively implements and enforces Town policies and procedures
- Demonstrates a capacity for innovation and creativity
- Anticipates problems and develops effective approaches for solving them.
- Maintains a work atmosphere conducive to productivity and efficiency
- Takes responsibility for staff actions.
- Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- Properly controls the Town's operational and functional activities and motivates others to maximum performance
- Effectively recruits professional staff

### COMMENTS:

Not sure of interactions directly with staff members.

works very well with me and fellow Body.

## 2. FISCAL MANAGEMENT

- Possesses knowledge of governmental accounting/budget procedures
- Prepares a balanced budget to provide services at a level directed by the Town Commission
- Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town

4 Expenditures are made within budget limitations according to established policy

COMMENTS:

Does excellent work year over year with our town expenditures.

### 3. PERSONAL SKILLS/COMMUNICATIONS

4 Willing to commit time necessary to complete required tasks

5 Demonstrates high concern for ethical behavior

5 Skillful in verbal communication

4 Skillful in written communication

4 Informs the Commission of current issues and administrative developments

5 Encourages a positive attitude regarding the Town

5 Receptive to constructive criticism and advice

4 Manages stress effectively

COMMENTS:

Manages stress effectively with the commission.

### 4. RELATIONS WITH THE TOWN COMMISSION

5 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.

5 Carries out the directives of the Commission as a whole, rather than those of any one member

5 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy

5 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall

4 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

Great town manager.

5. COMMUNITY RELATIONS

- 5 Effectively addresses and accommodates citizen complaints
- 5 Shows a sensitivity to and appreciation of diversity of the Town's population
- 5 Responsive to issues of both commercial and residential populations
- 5 Takes a "hands-on" approach when necessary
- 5 Maintains an effective working relationship with other local governments
- 4 Takes a diplomatic approach to problem solving
- 5 Projects a positive image on behalf of the Town of Lake Park
- 4 Provides management support to Town Boards
- 5 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

John is a hard worker for this town.

ADDITIONAL SUMMARY COMMENTS:

I am fortunate to work with John.

OVERALL RATING:

- 5 Outstanding
- 4- Very Effective
- 3- Effective
- 2- Marginally Effective
- 1- Ineffective

[Signature]  
EVALUATOR'S SIGNATURE

1.23.20  
DATE

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Human Resources Department

APR 24 2020

TOWN OF LAKE PARK



## Town of Lake Park

### ANNUAL PERFORMANCE EVALUATION FORM TOWN MANAGER JOHN D'AGOSTINO

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provide for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments. *(Please do not complete in pencil.)*

John Linden

\_\_\_\_\_  
Evaluator's Name

EVALUATION PERIOD

5/01/2019 to 5/01/2020

#### EVALUATION SCALE

5	Outstanding	Consistently achieves and exceeds all standards/objectives of work performance.
4	Very Effective	Regularly meets and frequently exceeds standards of work performance.
3	Effective	Regularly meets standards of work performance.
2	Marginally Effective	Often fails to meet standards of work performance.
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**1. MANAGEMENT STYLE/PROFESSIONAL SKILLS**

- 3 Maintains open and informative communications with the Town Commission
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- 5 Effectively implements and enforces Town policies and procedures
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- 3 Maintains a work atmosphere conducive to productivity and efficiency
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- 3 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 3 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 3 Effectively recruits professional staff

**COMMENTS:**

Average score in this section 67% or a rating of 3  
See attachment #1 Management Style / Professional Skills  
   
 

**2. FISCAL MANAGEMENT**

- 5 Possesses knowledge of governmental accounting/budget procedures
- 4 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 3 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 4 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town

- 5 Expenditures are made within budget limitations according to established policy

COMMENTS:

Average score in this section 87% or a rating of 4. It appears on the surface to me that John spends money on consultants / services as though he has no budget. Negotiation skills, I have not witness any of this. He appears to accept whatever the cost is without asking a lot of questions, or negotiations.

**3. PERSONAL SKILLS/COMMUNICATIONS**

- 5 Willing to commit time necessary to complete required tasks  
2 Demonstrates high concern for ethical behavior  
4 Skillful in verbal communication  
2 Skillful in written communication  
2 Informs the Commission of current issues and administrative developments  
5 Encourages a positive attitude regarding the Town  
3 Receptive to constructive criticism and advice  
4 Manages stress effectively

COMMENTS:

Average score in this section 67% or a rating of 3  
See attachment for # 3 Personal Skills / Communications

**4. RELATIONS WITH THE TOWN COMMISSION**

- 2 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.  
3 Carries out the directives of the Commission as a whole, rather than those of any one member  
3 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy  
5 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall  
3 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.



COMMENTS:

Average score in this section 64% or a rating of 3  
See attachment #4 Relations with the Town Commission

5. COMMUNITY RELATIONS

- 5 Effectively addresses and accommodates citizen complaints
- 5 Shows a sensitivity to and appreciation of diversity of the Town's population
- 3 Responsive to issues of both commercial and residential populations
- 5 Takes a "hands-on" approach when necessary
- 5 Maintains an effective working relationship with other local governments
- 3 Takes a diplomatic approach to problem solving
- 5 Projects a positive image on behalf of the Town of Lake Park
- 3 Provides management support to Town Boards
- 2 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

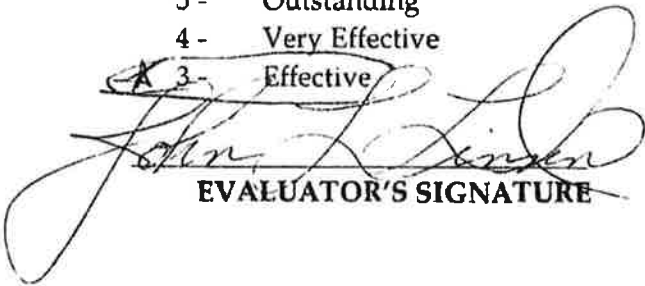
Average score in this section 80% or a rating of 4 - John has helped me  
resolve most resident issues which is vitally important to me. I am contacted  
regularly by residents on different issues. Being on the Planning & Zoning  
Board and now a commissioner, John has shown limited managerial support

ADDITIONAL SUMMARY COMMENTS:

See attachment #6 Additional Summary Comments

OVERALL RATING:

- 5 - Outstanding
- 4 - Very Effective
- 3 - Effective
- 2 - Marginally Effective
- 1 - Ineffective

  
EVALUATOR'S SIGNATURE

4/24/2020  
DATE

Evaluation attachments for John D'Agostino, Town Manager, Lake Park, Florida 4/24/2020

by John Linden

**Attachment #1 Management Style / Professional Skills**

**1.** John does not communicate well with me. In the year I have been a Commissioner he has only reached out to me once or possibly twice. Unless I initiate a call or meeting, communications would be at a 0. This has slightly improved over the last few months. Since I have been involved with only one situation / meeting, (Dedicated IT) I am not sure how he anticipates problems / issues I have not seen him solve or resolves them. I am not a fan of John's management style, he is overpowering and dictates rather than showing an openness for ideas and suggestions. Sadly, I see very little team work within departments, they seem to work more like independent contractors. Again, in my opinion, this is a reflection of John's management style.

**Attachment #3 Personal Skills / Communications**

**3.** This comment goes back to my interpretation of his management skills. I have witness first hand him criticizing an employee for a mistake or not following a direct order. He shows very little compassion and says things regardless of who is around. I also witness this in a staff meeting which I no longer participate in due to a statement by John, twice, that Staff cannot speak freely around me. John has a tendency to write a very degrading letter which I do not think puts our Town in a good light. Other then the report he does on a monthly bases and at the comment section of a Commissioners meeting I personally know little about current issues. Now of course I could reach out to him on a regular bases although it is his responsibility to keep us informed.

**Attachment #4 Management Style / Professional Skills**

**4.** Average score 64 or a 3 I do not recall working on goals or objectives for our Town. If there are such, I have not been updated on them other than a brief explanation at a commissioners meeting. I feel pretty comfortable stating that one or more commissioners have more Influence than me even though I have no concrete proof.

**Attachment #6 Additional Summary Comments**

**6.** My comments and scoring are based on notes throughout the year, not the last few months. At first, John helped me and I appreciate that. We had a standing meeting once a week and that ended up being cancelled, by me, due to numerous changes and cancellations by both of us. Those meeting were very useful to me, especially in my new position. After that happened it seemed like there was a disconnect.

If John does not retire, I would like to see him receive some training in the area of communications as it relates to those he reports to and those that report to him. John has serious potential but has been in the political arena so long that it may be a detriment . He needs to be open to new ideas and procedures.



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Human Resources Department

APR 30 2020

TOWN OF LAKE PARK

## Town of Lake Park

### ANNUAL PERFORMANCE EVALUATION FORM TOWN MANAGER JOHN D'AGOSTINO

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provide for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments. *(Please do not complete in pencil.)*

Roger Michaud

\_\_\_\_\_  
Evaluator's Name

EVALUATION PERIOD

5/01/2019 to 5/01/2020

#### EVALUATION SCALE

5	Outstanding	Consistently achieves and exceeds all standards/objectives of work performance.
4	Very Effective	Regularly meets and frequently exceeds standards of work performance.
3	Effective	Regularly meets standards of work performance.
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1	Ineffective	Clearly and consistently fails to meet standards of work performance.

## 1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- 5 Maintains open and informative communications with the Town Commission
- 5 Knowledgeable of current developments affecting the local government management field.
- 4 Effectively implements and enforces Town policies and procedures
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- 5 Maintains a work atmosphere conducive to productivity and efficiency
- 5 Takes responsibility for staff actions.
- 5 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 5 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 5 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 5 Effectively recruits professional staff

### COMMENTS:

John demonstrates professionalism whole heartedly and stands up for his department heads and staff as a whole. He has shown to be a great leader and this is echoed by his staff.

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## 2. FISCAL MANAGEMENT

- 5 Possesses knowledge of governmental accounting/budget procedures
- 5 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 5 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 5 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town

- 5 Expenditures are made within budget limitations according to established policy

COMMENTS:

John in his tenure has put our town budget in a comfortable situation and has positioned us moving forward to be capable of generating revenue that will benefit the town in what we provide to them in terms of services needed to make our community grow.

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### 3. PERSONAL SKILLS/COMMUNICATIONS

- 5 Willing to commit time necessary to complete required tasks
- 5 Demonstrates high concern for ethical behavior
- 5 Skillful in verbal communication
- 4 Skillful in written communication
- 5 Informs the Commission of current issues and administrative developments
- 4 Encourages a positive attitude regarding the Town
- 4 Receptive to constructive criticism and advice
- 4 Manages stress effectively

COMMENTS:

John has shown a positive ability to work with others as well as be open minded to other ideas. John exercises caution with explanation that has to be given when an idea is presented to him that may not be in the best interest. John has maintained a level headed attitude as well as approach.

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### 4. RELATIONS WITH THE TOWN COMMISSION

- 5 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
- 4 Carries out the directives of the Commission as a whole, rather than those of any one member
- 5 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy
- 4 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
- 5 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

John has worked tremendously well with myself personally as well as every member of the commission as a whole in a professional manner and has maintained an equal footing despite our differences in backgrounds / expertise / experiences etc.

5. COMMUNITY RELATIONS

- 4 Effectively addresses and accommodates citizen complaints
- 4 Shows a sensitivity to and appreciation of diversity of the Town's population
- 5 Responsive to issues of both commercial and residential populations
- 5 Takes a "hands-on" approach when necessary
- 5 Maintains an effective working relationship with other local governments
- 5 Takes a diplomatic approach to problem solving
- 5 Projects a positive image on behalf of the Town of Lake Park
- 5 Provides management support to Town Boards
- 4 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

I have felt in the past sensitivity to the public at times through interactions with John from comments made by local residents, however I know John's feelings does not hinder his approaches to assist the public as he maintains an open door policy to help in all matters of concern.

ADDITIONAL SUMMARY COMMENTS:

John I feel is an effective town manager and has proven that in the direction our town is in. We have moved upward in his tenure and don't see us regressing as a result of his leadership to both Commission and staff.

OVERALL RATING:

- 5 - Outstanding
- 4 - Very Effective
- 3 - Effective
- 2 - Marginally Effective
- 1 - Ineffective

  
EVALUATOR'S SIGNATURE

04/30/2020

DATE

## TOWN MANAGER

**JOB CODE:** 100  
**DEPARTMENT:** TOWN MANAGER

### CHARACTERISTICS OF THE CLASS:

Under the general supervision of the Town Commission, serve as the Chief Administrative Officer of the Town by directing and supervising the administration of all departments, and by implementing policy established by the Town Commission. Work is reviewed through periodic evaluations by the Town Commission. Performs such other duties as may be required by the Town Commission not inconsistent with the Town Charter, State law or applicable Ordinances. This is an exempt position.

### EXAMPLES OF ESSENTIAL FUNCTIONS:

1. Appoints, hires, disciplines and removes all employees and department heads of the Town in accordance with the Town established employee policies and procedures.
2. Provides staffing for the appointed boards, committees, and agencies of the Town, as necessary or directed by the Town Commission.
3. Prepares and submits to the Town Commission a monthly report. Also, directs all department heads to file monthly reports with the Office of Town Manager, which shall collect and forward these reports to the Town Commission without correction or modification.
4. Prepares, with the assistance of the Finance Director an annual budget and presents the same to the Town Commission with a message describing the important features, and is responsible for the administration of such budget after adoption.
5. Prepares and submits to the Town Commission at the end of each fiscal year a complete report on the preceding year's finances and administrative activities, which report shall include an annual audit for the preceding fiscal year prepared by an independent auditor retained by the Town Commission.
6. Keeps the Town Commission advised of the financial condition and future needs of the Town, and make such recommendations as may be desirable on a timely basis. The Town Manager is encouraged to actively seek out potential grant monies that may be available to support Town projects.

*Approved on  
8/20/12 jmm  
to Resolution 14-06-12.*

7. Recommends to the Town Commission a standard schedule of pay for all Town positions, including minimum and maximum rates of pay.
8. Organizes, reorganizes, consolidates, combines or abolishes positions, offices, department divisions or departments of the Town only with the approval of the Town Commission.
9. Recommends in consultation with the Town Attorney appropriate action with respect to negotiation, approval and/or rejection of labor agreements with public employee organizations acting on policy directives provided by the Commission in proper sessions.
10. Recommends to the Town Commission the adoption of such Ordinances and policies as may be necessary or expedient for the health, safety or welfare of the community, or for the improvement of administrative services.
11. Attends meetings of the Town Commission, Town committees and boards, and other Town meetings, as the Town Manager deems necessary, or as directed by the Town Commission. At such meetings, the Town Manager shall have the right to take part in the discussion, but without a vote.
12. Serves as purchasing agent for the Town, responsible for overseeing the purchase of equipment and supplies pursuant to Town policy.
13. Provides staff support services for the Mayor and Commission members which shall be limited to those necessary in support of Town activities.
14. In consultation with the Town Attorney, enforces the Town's laws and Ordinances.
15. Investigates the affairs of the Town, or complaints regarding any department or division; investigates all complaints in relation to matters concerning administration; investigates complaints regarding service maintained by public utilities; and, sees that all terms and conditions imposed in favor of the Town in any franchise, contract or agreement are faithfully observed.
16. Devotes all working time to the discharge of official duties.

**REQUIREMENTS:**

**A. Education and Experience:**

Bachelor's degree in Public Administration or a closely related field from an accredited college or university and at least five (5) years of experience as a full-time employee in Public Administration at the administrative level. Must possess a valid Florida driver's license.



**B. Knowledge, Skills and Abilities:**

- Knowledge of the organization, functions of a municipal government
- Knowledge of budgetary development, administration and control
- Knowledge of local Codes, Ordinances and regulations
- Ability to plan and coordinate complex administrative activities
- Ability to formulate plans, budgets and related policy papers, synthesizing information from a variety of sources
- Ability to delegate authority and responsibility appropriately
- Ability to communicate effectively both orally and in writing
- Ability to follow complex oral and written instructions
- Ability to work effectively with the Town Commission, the general public and Town staff

**PHYSICAL REQUIREMENTS:**

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee will be required to use hands to manipulate, handle, feel or operate objects or controls and reach with hands and arms. The employee is occasionally required to climb, stand or balance, stoop, kneel or crouch. Task may involve extended periods of time at the computer keyboard. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Extensive close work, and extensive PC monitor work are required.

**ENVIRONMENTAL REQUIREMENTS:**

Tasks performed without exposure to adverse environmental conditions (dirt, cold, rain, fumes).

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide

occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.