# Lake Park Town Commission, Florida
# Regular Commission Meeting

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
September 03, 2025
Immediately Following the Community Redevelopment Agency Meeting.

| | | |
|---|---|---|
| **Roger Michaud** | __ | **Mayor** |
| **Michael Hensley** | __ | **Vice Mayor** |
| **John Linden** | __ | **Commissioner** |
| **Michael O'Rourke** | __ | **Commissioner** |
| **Judith Thomas** | __ | **Commissioner** |
| **Richard J. Reade** | __ | **Town Manager** |
| **Thomas J. Baird** | __ | **Town Attorney** |
| **Vivian Mendez, MMC** | __ | **Town Clerk** |

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

CIVILITY AND DECORUM

*The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:*

- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
- Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

**CALL TO ORDER/ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA:**

**SPECIAL PRESENTATION/REPORT:**

1. Proclamation – United Way of Palm Beach County Hunger Action Month - September 2025.
2. Discussion - Accessory Dwelling Unit (ADU) - Land Development Regulations (LDRs).

**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.*

**CONSENT AGENDA:**

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

3. Regular Commission Meeting Minutes - August 20, 2025.
4. Resolution 55-09-25 – 2024-2025 - Community Development Block Grant (CDBG) Award Agreement - 1st Amendment (Re-Approval) - PBC Department of Housing & Economic Development (DHED) - Splash Pad/Water Feature (Kelsey Park) - $400,916.
5. Resolution 56-09-25 – Evaluation Committee Ranking and Authorization to Negotiate (RFQ #109-2025) – Professional Architectural Design and Consulting Services – Evergreen House Restoration.
6. Resolution 57-09-25 - 2025-2026 Community Development Block Grant (CDBG) Award – PBC Department of Housing & Economic Development (DHED) – Kelsey Park Fitness Trail and Equipment Replacement Project – $41,588.
7. Resolution 58-09-25 – Evaluation Committee Ranking and Authorization to Negotiate – RFQ #116-2025 – Specialized Landscape Maintenance Services - Park Avenue Corridor, 10th Street Corridor, Downtown Alleyways, Centennial Memorial Park, CRA Parking Lot and Bert Bostrom Park.

8. Resolution 59-09-25 – 2nd Amendment (Final Renewal) – Non-Exclusive Franchise Roll-off Container Collection Services – Waste Management, Inc.

9. PILOT Sanitation Pick-Up Schedule – Proposed to Permanently be Effective – Monday, September 22, 2025.

**PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**

10. Ordinance 04-2025 - Amendment - Comprehensive Plan - Future Land Use and Intergovernmental Coordination Elements (Remove Bioscience Overlay).
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENTS TO THE TEXT OF THE FUTURE LAND USE ELEMENT AND INTERGOVERNMENTAL COORDINATION ELEMENTS; PROVIDING FOR THE AMENDMENT TO THE FUTURE LAND USE MAP TO REMOVE THE BIOSCIENCE RESEARCH PROTECTION OVERLAY; PROVIDING FOR THE TRANSMITTAL OF THE AMENDMENTS TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: NONE**

**NEW BUSINESS:**

11. Request to Waive Conflict of Interest - Certificate of Appropriateness (COA) Petition to Demolish 918 Park Avenue (The Adler) - Locally Designated Historic Building (Proposed Kelsey on Park Project) - REG Architects.
12. Resolution 60-09-25 - Town of Lake Park Master Fee Schedule – Fiscal Year 2026.
13. Request - Forest Development (Nautilus 220) Sales Barge - Relocate to Non-Deed Restricted Area - Harbor Marina.
14. Resolution 61-09-25 - Renewal - Property and Casualty Insurance - Florida Municipal Insurance Trust (FMIT) – Fiscal Year 2026.
15. Resolution 62-09-25 – Senate Bill 180 Lawsuit.

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

**REQUEST FOR FUTURE AGENDA ITEMS:**

**ADJOURNMENT:**

**FUTURE MEETING DATE:** Next Scheduled Regular Commission Meeting will be held on September 17, 2025.

# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** September 3, 2025

**Originating Department:** Mayor/Commission

**Agenda Title:** Proclamation – United Way of Palm Beach County Hunger Action Month - September 2025

**Agenda Category (i.e., Consent, New Business, etc.):**

**Approved by Town Manager:** _____ **Date:** _____

**Cost of Item:** $0.00 **Funding Source:** _____

**Account Number:** _____ **Finance Signature:** _____

**Advertised:**

**Date:** N/A **Newspaper:** _____

**Attachments:** Email; Proclamation

**Please initial one:**

VM Yes I have notified everyone

_____ Not applicable in this case

**Summary Explanation/Background:**

During the August 20, 2025 Regular Commission Meeting, the Town Commission approved the issuance of a Proclamation to the United Way of Palm Beach County declaring September as Hunger Action Month.

This year, United Way of Palm Beach County Hunger Relief is raising awareness about food insecurity in Palm Beach County by asking community members to participate in the SNAP Challenge.

The SNAP Challenge provides an opportunity to experience how challenging it is for families and individuals living on SNAP (Supplemental Nutrition Food Assistance Program), formerly known as Food Stamps, to simultaneously avoid hunger, afford nutritious foods, and stay healthy with limited resources.

During September 8-12, 2025, each person participating in the challenge should spend up to $6.08 per day for food and beverages during the challenge timeframe. Only consume food and beverages you purchased using your $18.25 budget for the three-day challenge.

On September 16, 2025, share your experiences on the United Way social media accounts. Full details on the challenge are attached.

**Recommended Motion:** I move to approve the Proclamation declaring September as United Way of Palm Beach County Hunger Relief Month.

**PROCLAMATION DECLARING SEPTEMBER 2025 AS NATIONAL HUNGER ACTION MONTH**

**Whereas** United Way of Palm Beach County and the Palm Beach County Board of County Commissioners joined forces in 2015, launching a bold, countywide Hunger Relief Plan that continues to address food insecurity and its lasting impact on individuals and families; and

**Whereas** the Hunger Relief Plan is guided by ten ambitious goals and driven by the collective impact efforts of 183 partner organizations and a dedicated Hunger Relief Advisory Council, using the collective impact model to address hunger systemically across all communities and residents; and

**Whereas** overall food insecurity decreased from 14.2% in 2015 to 11.5% in 2024, and child hunger declined from 23.6% to 18.1%; and

**Whereas** United Way of Palm Beach County's Hunger Relief Advisory Council and Palm Beach County have worked in close partnership over the past decade to increase food security through vital programs such as the Afterschool Meals Program, Summer BreakSpot, and the Weekend Backpack Program, ensuring children have access to nutritious meals year-round; and

**Whereas** the number of Afterschool Meals Program sites increased from 15 in 2015 to 196 in 2024; and

**Whereas** infrastructure and innovation, including the United Way of Palm Beach County Food Finder Map, the Geographic Pantry Assessment, and a new commercial kitchen and food processing facility at the Palm Beach County Food Bank, have significantly expanded the County's hunger relief capacity and reduced food waste; and

**Whereas** outreach to rural communities, especially in the Glades, has expanded through initiatives such as the Tri-City Garden Project, healthy corner stores, and strategic advocacy efforts to ensure access to food and resources for all; and

**Whereas,** while we celebrate ten years of impact and collaboration, Palm Beach County residents continue to face food insecurity, underscoring the importance of sustained programs and initiatives through action, advocacy, and innovation.

**NOW, THEREFORE,** be it resolved that I, Roger Michaud, Mayor of the Town of Lake Park, Florida, do hereby proclaim September 2025, as:

## *National Hunger Action Month*

and proudly honors the 10th anniversary of Palm Beach County's Hunger Relief Plan, expressing our continued commitment to working together to ensure that each child, adult, and family in our community is food secure.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the official seal of the Town of Lake Park to be affixed this 3rd day of September, 2025.

*BY:* *ATTEST:*

_____ _____

*Mayor Roger Michaud* *Vivian Mendez, Town Clerk*

UNITED WAY
Palm Beach County

# United Way of Palm Beach County Hunger Relief invites you to join the SNAP Challenge!

# DO YOU ACCEPT?

September is Hunger Action Month. This year, United Way of Palm Beach County Hunger Relief is raising awareness about food insecurity in Palm Beach County by asking community members to participate in the SNAP Challenge. The SNAP Challenge provides an opportunity to experience how challenging it is for families and individuals living on SNAP (Supplemental Nutrition Food Assistance Program), formerly known as Food Stamps, to simultaneously avoid hunger, afford nutritious foods, and stay healthy with limited resources. The Center on Budget and Policy Priorities estimates that the average monthly benefit amount for Floridians in 2025 is approximately $184 per month, per person, or about $6.08 per day.

The SNAP Challenge lasts a total of three consecutive days of your choice between September 8 – 12, 2025. The three-day challenge will lead up to Hunger Action Day on September 16 , 2025.

## What is the Supplemental Nutrition Assistance Program (SNAP)?

SNAP is the largest program working to fight hunger in America. Administered by the U.S. Department of Agriculture (USDA), SNAP (previously named the Food Stamp Program) provides nutrition benefits to supplement the food budget of low-income families so they can purchase healthy food and move towards self-sufficiency. According to the Food Research and Action Center (FRAC), by providing monthly benefits to eligible low-income people to purchase food, SNAP plays a critical role in reducing hunger, malnutrition, poverty, and improving family security, child and adult health, employment, and other outcomes. Studies estimate that each dollar in federally funded SNAP benefits generates between $1.50 and $1.80 in economic activity.

## Why the SNAP Challenge?

The SNAP Challenge brings personal understanding and public awareness to the struggle faced by millions of low-income Americans to obtain adequate food on a very limited budget.



# THE CHALLENGE

1. Each person should spend up to $6.08 per day for food and beverages during the challenge timeframe. This is the average national SNAP recipient dollar amount benefit. All food purchased and eaten during the Challenge week, including dining out, must be included in the total spending.
2. If you plan to buy groceries for the week during the Challenge, eat only food that you purchased for the project. If you eat food that you already have at home or that is given to you by friends, family, or work, account for it in your SNAP budget.
3. Keep track of receipts on food spending and take notes of your experiences throughout the timeframe.
4. Optional: Record a 90-second video, and/or write a short blog with photos, sharing your daily experience of the Challenge. Post the 90-second video and/or blog to your social media platforms using the tags: #SNAPChallenge and #HungerActionMonth25. Be sure to tag United Way of Palm Beach County and any other agency you feel can help raise awareness.
5. The videos you post on your social media will be used by United Way of Palm Beach County for advocacy and education efforts during September's Hunger Action Month. (See Challenge Breakdown below).
6. Share your experience and invite others to join you, including family, friends, coworkers, reporters, chefs, and elected officials.

## BY PARTICIPATING YOU COMMIT TO THE FOLLOWING:

1. Spend only $6.08 on your total meals for each day, including breakfast, lunch, dinner, and beverages during the timeframe of September 8 – September 12, 2025.
2. Only consume food and beverages you purchased using your $18.25 budget for the three days of the Challenge.
3. Tag United Way of Palm Beach County on your social media posts and use #SNAPChallenge and #HungerActionMonth25.
4. Optional: Post a total of six blog posts or 90-second reflection videos throughout the week that the SNAP Challenge takes place on your social media platform of choice. Refer to pages 2-3 for more information.

**Contact United Way of Palm Beach County Hunger Relief at (561) 375-6631 or email HungerRelief@UnitedWayPBC.org if you accept The SNAP Challenge.**

**Thank you for being a Hunger Hero!**

# CHALLENGE BREAKDOWN

DAY 1

## Record Introductory Video (optional)

Record up to a 90-second video introducing yourself and accepting the SNAP Challenge. See 'Video Script' below.

## Food Shopping - Thoughts and Expectations

1. Where are you shopping?
2. Explain barriers you may have experienced when shopping with your SNAP budget.
3. Was there anything you wanted to buy but could not afford?
4. What changes/adjustments did you have to make to your shopping list?
5. Share what you purchased.

DAY 2

## Healthy Eating

1. What changes have you made to your diet?
2. Do you have enough protein and fresh produce to make complete nutritious meals?
3. Share a favorite meal you made as part of the SNAP challenge.

DAY 3

## Mental and Physical Wellbeing

1. Are your meals satisfying and holding off hunger in-between?
2. Do you feel like you are consuming enough healthy food each day?
3. How would you describe your mental state?
4. How has your outlook of the challenge evolved when compared to day one or two?
5. Share any thoughts you have about the challenge and the SNAP program.

# VIDEO SCRIPT

My name is _____ I am with _____

I accept the SNAP Challenge because I want to bring personal understanding and public awareness to the struggle faced by millions of low-income Americans to obtain adequate food on a limited budget.

SNAP is the largest program working to fight hunger in America. Administered by the U.S. Department of Agriculture, SNAP (previously known as Food Stamps) provides nutrition benefits to supplement the food budget of low-income families so they can purchase healthy food and move towards self-sufficiency.

To raise awareness about the SNAP program I'll be eating my daily meals, this includes breakfast, lunch and dinner, on $6.08 a day. The SNAP Challenge lasts a total of three consecutive days between September 8 - 12, 2025. The three-day challenge will lead up to Hunger Action Day on September 16, 2025.

Please follow me on my SNAP Challenge journey! I'll post daily on my Instagram/Facebook, Twitter, etc. I invite you to join me for the SNAP Challenge!

Did you know… (choose one of the SNAP facts below to end the video)?

# DID YOU KNOW...

(choose a SNAP fact below to end the video or blog post)

- SNAP is the nation's first line of defense against hunger, helping 3,070,653 people in Florida put food on the table.
- In fiscal year 2024, SNAP brought $6.6 billion to the State of Florida.
- 13% of households in Florida participated in SNAP last year.
- In fiscal year 2024, SNAP participants in Florida received an average of $184.96 per month in SNAP benefits. This represents an average $6.08 per person per day.
- Helped over 1 million children in Florida in fiscal year 2023.
- SNAP supports local businesses, including 15,148 retailers in Florida, which redeemed a total of $7.1 billion in 2023.
- Every dollar in SNAP benefits spent helps generate an estimated $1.50 to $1.80 in economic activity.
- The Supplemental Nutrition Assistance Program (SNAP) feeds nearly one-quarter of all children in the U.S.
- SNAP reduces hunger by as much as 30%.
- SNAP helps nearly 4 million non-elderly adults who either receive disability benefits or have work-limiting health conditions.
- SNAP is linked to improved outcomes for education, economic security, and self-sufficiency.
- For every meal that food banks can provide, SNAP provides nine.
- Among households receiving SNAP benefits, 81% include a child, senior or person living with disabilities.
- Households usually spend their monthly benefits within weeks, so SNAP provides quick support to local economies.
- SNAP is a well-designed program that responds quickly and effectively to support families with low incomes and communities during times of increased need, expanding when the economy weakens and contracting as the economy recovers.

# SNAP FACTS CONTINUED...

- SNAP provides key support while people search for new jobs. Receiving SNAP benefits has been found to increase long-run rates of employment for people who worked steadily prior to application.
- Most non-elderly adult SNAP recipients without disabilities work in the year before or the year after receiving SNAP benefits.
- When added to households' gross incomes, SNAP benefits and emergency allotments raised 30 percent of SNAP households above the poverty level.
- The average number of SNAP customers in Florida for Fiscal Year 2023-2024 was 2,999,486 (a 1.1% decrease from the previous year).
- The average number of SNAP customers in Palm Beach County for Fiscal Year 2023-2024 was 168,015 (a 1.1% increase from the previous year).

# SOURCES


- SNAP Is and Remains Our Most Effective Tool to Combat Hunger
- Why lawmakers must improve SNAP
- Funding for federal food assistance fell while participation increased, report says
- Feeding America Action – Supplemental Nutrition Assistance Program (SNAP)
- USDA FNS - Characteristics of SNAP Households - FY 22
- ESS Standard Reports – Department of Children and Families (DCF)

## For more information on SNAP, visit.

Food and Nutrition Service, USDA, Supplemental Nutrition Assistance Program: https://www.fns.usda.gov/snap/supplemental-nutrition-assistance-program

Food Research and Action Center, FRAC, Supplemental Nutrition Assistance Program (SNAP): https://frac.org/programs/supplemental-nutrition-assistance-program-snap

Center on Budget and Policy Recommendations, A Quick Guide to SNAP Eligibility and Benefits: https://www.cbpp.org/research/food-assistance/a-quick-guide-to-snap-eligibility-and-benefits

For more information on local hunger and food insecurity, visit UnitedWayPBC.org/Hunger.

# UNITED IS THE WAY WE FIGHT HUNGER

UNITED WAY
Palm Beach County



## JOIN US FOR HUNGER ACTION MONTH SEPTEMBER 2025

United Way of Palm Beach County (UWPBC) is highlighting Hunger Action Month this September by promoting hunger-relief events organized by local municipalities. We're also celebrating the 10th Anniversary of the Palm Beach County Hunger Relief Plan. Let's unite our communities to fight hunger and make an impact!

### What We Need From You:

- Type of Event (e.g., food drive, volunteer activity, fundraising event, soup kitchen event, community meal)
- Date and Time
- Location
- Any Key Details or Community Partners

**Email your event details to: marketing@unitedwaypbc.org**

### Ideas to get involved:

- Issue a municipal proclamation recognizing Hunger Action Month.
- Light up your municipal building or landmarks in orange (the color representing hunger relief).
- Organize a 'Wear Orange Day' for city employees and residents.
- Host a community food drive to stock local food pantries.
- Partner with a local soup kitchen or food bank for a volunteer day.
- Create a community meal event or educational program to raise awareness.
- Participate in the SNAP Challenge - View the SNAP Challenge guidelines here.

UWPBC will promote all events across our digital platforms and attend as many as possible!

### Why It Matters:

Hunger is real in Palm Beach County. The Palm Beach County Hunger Relief Plan outlines a strategic vision to end food insecurity through collaboration and innovation.

Read the plan here: Palm Beach County Hunger Relief Plan

Contact Us: marketing@unitedwaypbc.org | unitedwaypbc.org

# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** September 3, 2025

**Originating Department:** Community Development Department

**Agenda Title:** Discussion - Accessory Dwelling Unit (ADU) - Land Development Regulations (LDRs)

**Agenda Category (i.e., Consent, New Business, etc.):** **Special Presentation**

**Approved by Town Manager:** _____ **Date:** _____

| | | | |
|---|---|---|---|
| **Cost of Item:** | Legal Review | **Funding Source:** | Legal |
| **Account Number:** | #108 | **Finance Signature:** | *Barbara Gould* |
| **Advertised:** | | | |
| **Date:** | N/A | **Newspaper:** | N/A |

**Attachments:** ADU Status Update PPT

**Please initial one:**

_____ Yes I have notified everyone

AV Not applicable in this case

**Summary Explanation/Background:**

The Community Development Department is requesting the Town Commission to consider, discuss and provide input/direction on proceeding with an amendment (ordinance) to various sections of the Town's Land Development Regulations (LDRs) to assist with the growing need for affordable housing within our community and our County.

The Department, along with the Town Attorney, are requesting direction on the following:

- Treatment of existing ADUs (should existing ADUs be vested and how so?)
- Imposition of occupancy standards
- Density allocation for ADUs

Additionally, the Community Development Department staff is expected to provide the Commission with an understanding of the various challenges that have been identified related to ADU's along with possible solutions (based on precedents in other Palm Beach County communities).

**Recommended Motion:**

The Town Commission consider, discuss and provide input/direction on proceeding with various amendments (ordinance) related to Accessory Dwelling Units (ADU) within the Town's Land Development Regulations (LDRs).

# Accessory Dwelling Unit Community Update









Anders Viane, Planner – Community Development Department

# Agenda

- Where We've Been Up to Now
- Draft ADU Policy Fey Features
- Key Policy Challenges
  - Existing ADUs (How do we treat them?)
  - Occupancy Standards (Yea or Nay?)
  - Density Allocation (or lack thereof)
- Feedback

# Where We've Been Up To Now

- November 20, 2019 – Introductory Meeting Discussion Item
- February 19, 2020 – ADU Workshop
- December 16, 2020 – ADU Workshop
- March 20, 2021 – ADU Workshop and follow-up study on parking issues, occupancy restrictions, and incorporating survey feedback
- January 17, 2024 – ADU Update Presentation
- March 27, 2024 – ADU Update Presentation and direction for ordinance development
- Summer 2024 to summer 2025 – active litigation and SB184 potential preemption
- Summer 2025 to present – working with legal on draft ordinance

# Our Policy (Key Features)

- ADUs are accessory uses in the R-1 and R-1A single family districts
- ADUs will be included in the density calculation
- ADUs may be up to 1,000 square feet but must not exceed the maximum built coverage in the single family districts (50% in R-1A or 60% in the R-1)
- ADUs must honor existing setback standards and shall be 10’ from the primary structure
- ADUs shall create a dedicated access sidewalk
- ADUs shall provide two new 8’ X 20’ parking spaces in addition to those for the primary dwelling or demonstrate such parking already exists
- ADUs shall be one story or 20’
- ADUs shall provide stormwater retention
- Owner must occupy ADU or primary dwelling
- ADUs shall be an administrative approval

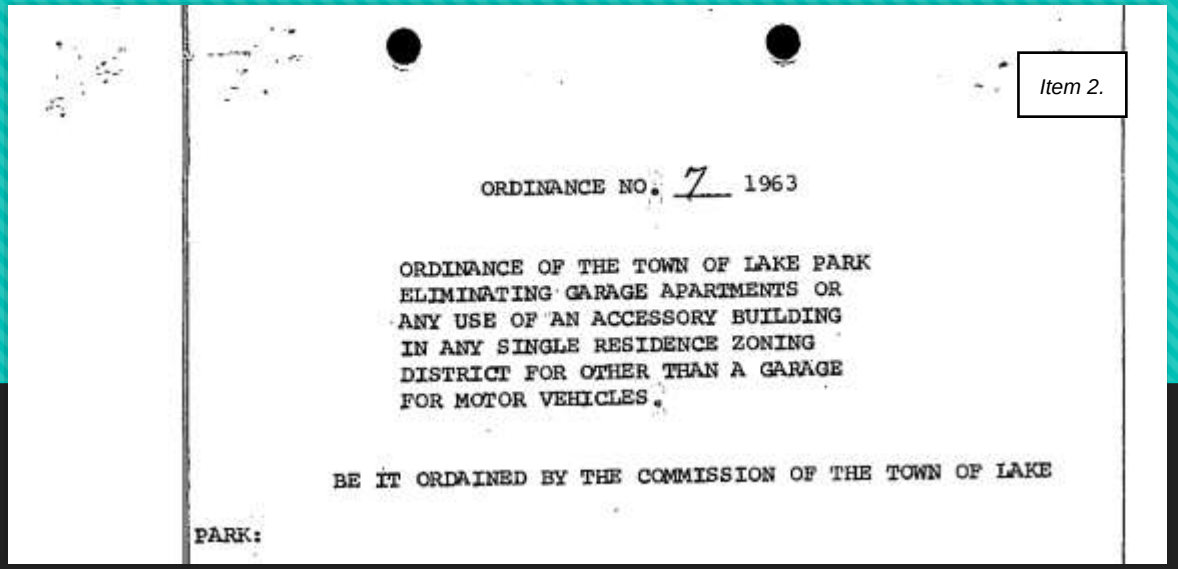
# Key Challenges

- How do we treat existing ADUs given some properties have multiple ADUs and we cannot identify permits? What is the vesting process or is there a vesting process at all?
- Occupancy Standards – can we impose an occupancy requirement? What are the potential liabilities associated with this requirement?
- Density – how should it be calculated and how does it reflect on the "spirit and intent" of our ADU regulations?

  - What is the impact of SB180 on new rulemaking for ADUs? (Town Attorney will review)

| Notes | Blding Type | ADU | BTR | LLC | Permitted as ADU? | Units (According to PAPA) | Attached? |
|---|---|---|---|---|---|---|---|
| New Meter on Rear Apt 1987 plan sheet/ Nonconforming setbacks | Outbuilding | Yes | No | | "Rear Apt" Reference | 2 | Detached |
| No permits identified | Apparent Attached ADU and Outbuilding | Yes | Yes | | Unknown | 4 | Attached and Detach |
| Unit A Service Change 16-294 | Attached ADU | Yes | Yes | | "Units" Reference | 2 | Attached |
| No permits identified | Attached ADU | Yes | No | | Unknown | 2 | Attached |
| Reroof Back Unit 14-92 | Apparent Attached ADU and Outbuilding | Yes | Yes | Y | "Units" Reference | 3 | Attached and Detach |
| 13-356 (reroof garage / "back unit") | Outbuilding | Yes | No | | "Units" Reference | 2 | Detached |
| Historical Structure Form notes 1 Outbuilding | Outbuilding | Maybe | No | | Unknown | 1 | Detached |
| No permits identified | Outbuilding | Yes | Yes | | Unknown | 2 | Detached |
| 09-589 cottage remodel | Outbuilding | Yes | Yes | | "Cottage" Referenced | 2 | Detached |
| 05-201 (new duplex meter) | Apparent Attached ADU and Outbuilding | Yes | Yes | Y | "Duplex" metered | 3 | Attached and Detach |
| 12-172 close-in garage on outbuilding; records indicate formerly recognized as 2 units | Outbuilding | Maybe | No | | Former ADU | 1 | Detached |
| 10-97 references unit 1/2 | Apparent Attached ADU and Outbuilding | Yes | Yes | | "Units" Reference | 3 | Attached and Detach |
| No permits identified | Outbuilding | Yes | No | | Unknown | 2 | Detached |
| 2006 Survey refers to outbuilding as "residence" | Outbuilding | Maybe | No | | Unknown | 1 | Detached |
| No permits identified | Outbuilding | Yes | Yes | | Unknown | 2 | Detached |
| No permits identified | Outbuilding | Yes | No | | Unknown | 2 | Detached |
| 06-472 "cottage door replacement" | Outbuilding | Yes | No | | "Cottage" Referenced | 2 | Detached |
| 12-262 "Cottage AC addition" | Outbuilding | Yes | No | Y | "Cottage" Referenced | 2 | Detached |
| 14-254 Reroof rear unit | Outbuilding | Yes | Yes | | "Units" Reference | 2 | Detached |
| 2 doors - no records | Finished Garage | Maybe | No | | Unknown | 1 | Attached |
| No permits identified | Multiple Attached and Detached | Yes | Yes | Y | Unknown | 5 | Attached and Detach |
| 25-190 "guest house" reroof | Outbuilding | Yes | No | | "Guest House" Referenced | 2 | Detached |
| Permits issued for unit 1 18-463 | Outbuilding | Yes | No | | "Units" Reference | 2 | Detached |
| No permits identified | Outbuilding | Yes | Yes | Y | Unknown | 3 | Attached and Detach |
| 08-619 references unit 1/2 | Outbuilding | Yes | Yes | | "Units" Reference | 2 | Detached |
| 03-87 Cottage reroof | Outbuilding | Yes | Yes | | "Cottage" Referenced | 2 | Detached |
| No permits identified | Outbuilding | Yes | Yes | | Unknown | 2 | Detached |
| 06-985 Unit B windows and doors | Outbuilding | Yes | No | | "Units" Reference | 3 | Attached and Detach |
| No permits identified | Outbuilding | Yes | Yes | Y | Unknown | 2 | Detached |
| 12-200-203 Interior remodel; 1984 Survey identifies APT and Garage; former or defacto ADU | Finished Garage | Maybe | No | | Unknown | 1 | Detached |
| No permits identified | Outbuilding | Yes | Yes | | Unknown | 2 | Detached |
| 04-747 "Duplex" ref; 2 meters | Attached ADU | Yes | No | | "Duplex metered | 2 | Attached |
| Permits issued for address "1" | Multiple Attached | Yes | No | Y | "Units" Reference | 5 | Attached |
| No permits identified | Multiple Attached and Detached | Yes | No | Y | Unknown | 4 | Attached and Detach |
| No permits identified; nonconforming setbacks | Outbuilding | Yes | Yes | | Unknown | 2 | Detached |
| 15-656 reno; no demo required for permit of ADU renovation | Duplex Outbuilding | Yes | No | Y | Permittted for ADU Reno | 3 | Detached |
| Air conditioned outbuilding; no specific permit refs IDed | Outbuilding | Maybe | No | | Unknown | 1 | Detached |
| Various upgrade permits; unit reference 08-115 | Multiple Attached and Detached | Yes | No | Y | "Units" Reference | 5 | Attached and Detach |
| 12-084 "rear unit" reroof | Outbuilding | Yes | No | | "Units" Reference | 2 | Detached |
| BTR is not for ADU; unpermitted | Outbuilding | Yes | Yes | Y | Unpermitted Work | 1 | Detached |
| Settlement; known ADU | Outbuilding | Yes | Yes | | Settlement Agreement | 1 | Detached |

# Challenge: Existing ADUs



Item 2.

ORDINANCE NO. 7 1963

ORDINANCE OF THE TOWN OF LAKE PARK ELIMINATING GARAGE APARTMENTS OR ANY USE OF AN ACCESSORY BUILDING IN ANY SINGLE RESIDENCE ZONING DISTRICT FOR OTHER THAN A GARAGE FOR MOTOR VEHICLES.

BE IT ORDAINED BY THE COMMISSION OF THE TOWN OF LAKE PARK:

- It has not proved possible to definitively identify if ADUs were originally permitted at construction. County unit data is not readily available for all parcels and in at least a few cases, has not been accurate.
- We have managed to identify when Lake Park ADUs were repealed (Ord 07-1963) so we might make assumptions about outbuildings of a certain age, but we cannot be certain if they were permitted or not.
- This legal uncertainty creates concerns about blanket amnesty for existing de facto ADUs, given there have been several identified cases of conversions without permits.
- Furthermore, several properties contain multiple ADUs, which raises the question how these should be treated.
- Furthermore, existing ADUs, if legalized, may require upgrades to the current FBC in order to be habitable.

# Challenge: Occupancy Standards

- Occupancy standards were always envisioned to limit ADU occupancy by requiring property owner occupancy of the primary or secondary dwelling.
- This was intended to promote ADUs as a use for residents and not investment corporations. Duplex districts like R-2 already provide this option to investors.
- Although Town staff supports the occupancy restriction and there is some local precedent for it, legal has concerns it could bring challenges.

# Challenge: Density Standards

- Density is the final aspect of the policy that may need reconsideration.
- Depending on the final configuration of the occupancy standards, the density entitlement may present an issue by effectively entitling a second unit on single family properties; an implication of this approach would be the single family properties effectively become duplex properties.
- A negative impact we've striven to avoid is commodifying the single-family housing stock. We want to configure this ordinance in a way that puts families first and rewards those who want to own and live in Lake Park.
- If Lake Park single-family homes become bought up by investors as rental properties, ADUs have the potential to have the opposite effect as an affordable housing tool, at which point they would have to be considered a failure under our justifying framework of Flexibility, Sustainability and Affordability.

# Why ADUs in Lake Park?

- Affordability – for current owners, new buyers, and renters



- Flexibility – for multigenerational households, parents and young adults



- Sustainability – for community health and the environment



# Possible Solutions: Existing ADUs

- The existing ADU problem essentially breaks down as follows: how do we identify existing ADUs for vesting, how do we handle multiple ADUs, and how do we ensuring they're safe for habitation.
- One solution: we use built date (before 1963) as a proxy for determining if these structures were permitted and vest those before that date, subject to necessary upgrades.
- Another solution: amnesty / compliance program. Owners are asked to come forward and identify their units for the purposes of specific vesting subject to life-safety inspections and needed upgrades.
- Another solution: no ADUs are vested. Rather, going forward, all property owners are now allowed to build, or renovate, one ADU to meet code, insofar as possible. Multiple ADUs remain nonconforming above the entitlement of one.

# Possible Solutions: Existing ADUs (cont.)

- West Palm Beach was able to verify vesting of existing nonconforming "accessory apartments" using building permit records.
- Palm Beach County: defers to standard existing nonconforming provisions.
- Delray Beach: legal nonconforming (i.e., permitted) "guest cottages" can remain and make improvements until torn down, at which point they'd have to meet (proposed) regulations. Uses without permits would be dealt with on a case by case basis; no compliance plan at this time.
- Lake Worth Beach: No blanket amnesty or special provisions. Defers to general existing nonconforming provisions.

# Possible Solutions: Occupancy Standards

- The question of occupancy standards may be broader than an owner requirement or not.
- It could be rather than attempting to limit the occupancy, instead eliminating the new density allocation could be enough to deter speculators, who would see only one unit exists "on paper."
- Other novel policy mechanisms may need to be envisioned to achieve the desired effect of creating affordable housing targeted at extended families and rentals to friends.

# Possible Solutions: Occupancy Standards

- Palm Beach County currently requires the owner to reside on site in the principal dwelling.
- West Palm Beach has no owner occupancy standard and allows both units to be rented.
- Delray Beach allows guest cottages to be used by family, live-in service providers, or nonpaying guests. Looking at further restricting occupancy in forthcoming ordinance.
- Lake Worth Beach has no occupancy restriction and allows these uses only in multifamily districts.

# Possible Solutions: Density

- The density entitlement (or lack thereof) is an important aspect of the ADU policy.
- Anecdotally, staff is aware some investment entities make purchase decisions purely based on the number of units on the property.
- Adding an additional half unit of density to the single-family districts may conflict with these districts function as single-family districts.
- Omitting the half-unit entitlement would help reinforce the purpose of these areas as single-family homes with accessory living quarters and not duplexes (Palm Beach County utilizes this framework and also requires one utility meter per property).

# Possible Solutions: Density

- Palm Beach County excludes accessory quarters and guest cottages from their density calculation. Previously, they used to have accessory dwelling "units" but changed it to quarters, which did not confer a unit entitlement.
- West Palm Beach includes accessory use in the density calculation
- Delray Beach: Does not include guest cottages in the density calculation.
- Lake Worth Beach: includes density in calculation, but does not allow ADUs in SF districts; duplex or triplex properties only.

# Summary

- Existing Nonconforming: ADUs appear either vested through building permit records. In our case, it may simply be best to refer to our existing nonconforming regulations and allow existing ADUs to come into compliance with the new code over time.
- Occupancy: There is some variety in local treatment of occupancy. It seems to breakdown as follows: where density is allocated, ADUs are treated like commercial (duplex) properties and have no rental restrictions whereas where density is not allocated they area treated like accessory uses for homeowners.
- Density: It seems where the intent is to retain the single-family character of a district, density is not calculated and ADUs are accessory uses (PBC, Delray Beach). If there is not an occupancy restrictions, I would advise against adding a half unit entitlement to the Single-Family districts. We may also need to change "Accessory Dwelling Unit" to "Accessory Dwelling Quarters" and clearly define these accessory uses as subordinate to and distinct from residential "units."

# Feedback

- Thank you for your continued attention and patience as we work through this policy
- Some solutions to these issues may be easier than others, but given how far we've come, let's not compromise on our vision before the finish line. We have the opportunity to do something great and we are very close to realizing our vision.
- Time is of the essence however; legislators seem increasingly eager to compromise sound community planning principles. Lake Park needs to enact good policy before we are preempted.

# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** September 3, 2025
**Originating Department:** Clerk
**Agenda Title:** Regular Commission Meeting Minutes - August 20, 2025

**Approved by Town Manager:** _____ **Date:** _____

**Cost of Item:** $0.00 **Funding Source:** _____
**Account Number:** _____ **Finance Signature:** _____

**Advertised:**
**Date:** NA **Newspaper:** _____

**Attachments:** Minutes, Exhibits A-C, Comment Cards

**Please initial one:**

_____ Yes I have notified everyone
LW Not applicable in this case

**Recommended Motion:**

I move to approve the minutes of the August 20, 2025 Regular Commission Meeting.

# Lake Park Town Commission, Florida

## Regular Commission Meeting Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday August 20, 2025 6:30pm

| | | |
|---|---|---|
| **Roger Michaud** | __ | **Mayor** |
| **Michael Hensley** | __ | **Vice Mayor** |
| **John Linden** | __ | **Commissioner** |
| **Michael O'Rourke** | __ | **Commissioner** |
| **Judith Thomas** | __ | **Commissioner** |
| **Richard J. Reade** | __ | **Town Manager** |
| **Thomas J. Baird** | __ | **Town Attorney** |
| **Vivian Mendez, MMC** | __ | **Town Clerk** |

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

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**CALL TO ORDER/ROLL CALL**

6:32 P.M.

PRESENT

Mayor Roger Michaud

Vice Mayor Michael Hensley

Commissioner Judith Thomas

Commissioner John Linden

Commissioner Michael O'Rourke

**PLEDGE OF ALLEGIANCE**

Mayor Roger Michaud led the Pledge of Allegiance.

**APPROVAL OF AGENDA:**

Motion to pull items 5, 6, 8, 9, 11 and 12 from the Consent Agenda made by Vice Mayor Hensley, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

**SPECIAL PRESENTATION/REPORT:**

1. Proclamation - Bambi McKibbon-Turner Upon Retirement
   Mayor Michaud presented Bambi McKibbon-Turner with the proclamation. Ms. McKibbon-Turner thanked the Commission and staff.
2. Proclamation – Feeding South Florida Hunger Action Month – September 2025
   A representative was not present to receive the proclamation.

**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.*

-Michael Steinhauer submitted comments via Exhibit A.

-Katia Zhestkova thanked the Commission for their service. She voiced concerns with ground water levels in regards to construction by Forest Development.

-Rafael Moscoso spoke about the consent agenda and the process for removing items for discussion and the need for more in depth reporting for certain items.

-Pablo Perhacs requested a draft of the Kimley-Horn report in regards to the Park Avenue Downtown District (PADD) project. He also spoke about the elimination of various potential law suits against the Town.

**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.*

Motion to approve Consent Agenda items 3,4,7 and 10 made by Vice Mayor Hensley. Seconded by Commissioner Linden. Voting Aye: All. Commissioner O'Rourke wanted it stated for the record that during the August 6, 2025 Regular Commission Meeting that there was an outburst from an audience member directed at him and per the Civility and Decorum Policy of the Town, there should have been an action that was taken to discourage the behavior and there had not been. Mayor Michaud made a statement to the public and to the Commissioners about appropriate behavior during meetings.

3. Commission Budget Workshop Minutes - August 5, 2025
4. Regular Commission Meeting Minutes - August 6, 2025
7. Deposit On-Site (DOS) Services – PNC Bank.
10. Resolution 50-08-25 – 1st Amendment - Quarterly Air Conditioning Preventive Maintenance and Emergency Repair Services Agreement - Altman Air Conditioning Co., Inc.

*The Following Items Were Pulled from the Consent Agenda for Discussion:*

5. Resolution 48-08-25 - 2026 Annual Plan of Service - Town of Lake Park Library

Commissioner Thomas questioned the Annual Plan of Service and is unsure what they are being requested to do. Town Manager Reade stated that this is an annual requirement which outlines goals for the year and that state aid is received annually. Finance Director Barbara Gould explained that the Town received state aid for libraries for fiscal year 2025 in the amount of $6,248.00. Motion to approve Resolution 48-08-25 made by Commissioner Linden. Seconded by Vice Mayor Hensley. Voting Aye; Commissioner O'Rourke, Mayor Michaud, Vice Mayor Hensley, Commissioner Linden. Voting Nay; Commissioner Thomas.

6. Fiscal Year (FY) 2025 Budget Transfer - Stormwater Improvement Project Design and Grant Application Funding - Water Resource Management Associates, Inc. (WRMA) - $75,000 [From FY 2025 Stormwater Fund (Fund 402) - Contractual Services to Professional Services].

Commissioner O'Rourke requested clarification on the budget transfer because there was already an allocation in the budget for the same amount. Public Works Director Jaime Morales explained that this would only be a budget transfer from the contractual services line item to the professional services line item. Commissioner Thomas stated for the record that she had spoken to the Town Manager about this and how we track the accounts for the transfer. She wanted to make sure we had a good paper trail with a resolution that tracked it for easy future reference. Public Works Director Morales explained that the $75,000.00 had already been budgeted and that this action only relates to the transfer of those funds from one account to another. Motion to approve FY 2025 Budget Transfer made by Commissioner O'Rourke. Seconded by Commissioner Linden. Voting Aye; All.

8. Emergency Equipment Purchase - Replacement Grabber Beam & Grabber Fingers – Side-Loader Refuse Truck (Unit 58) – Sunbelt Waste Equipment - $15,442.74

Commissioner Thomas wanted to comment on items 8, 9 and 12 together because the equipment had already been discussed and funds had been allocated. She stated that the equipment does cost a lot but it is needed. Commissioner Linden asked if the grabber truck is functional. Public Works Director Morales stated that it recently broke down. The truck is in the shop right now, but they are awaiting approval to move forward. Commissioner Linden asked if this vehicle is being replaced in December. Public Works Director Morales explained that yes it is being replaced, but if the repair is not made, there will be no bulk service until December. Commissioner Linden asked if Public Works had the ability to install the arm. Public Works Director Morales stated that they do not have the capacity for such a huge endeavor. Vice Mayor Hensley asked if these funds had already been budget for. Finance Director Gould stated that there are sufficient funds for the purchase. Vice Mayor Hensley asked for clarification that any Town purchases over $10,000.00 must come back before the Commission for approval even if the funds are already in the budget. Town Manager Reade confirmed that to be the correct procedure according to the Town's purchasing policy and explained other components of the policy. Vice Mayor Hensley talked about the possibility of altering the threshold for purchasing

without Commission approval in order to have Town business happen more efficiently. Town Manager Reade stated that staff are already in the process of reviewing the purchasing policy for possible improvements in order to get work done quicker. Commissioner O'Rourke asked about the procurement process and if there are built-in delays within the process. Town Manager Reade confirmed this to be correct and spoke about the need for staff to be able to make these purchases quicker moving forward. Commissioner O'Rourke suggested updating the procurement policy so that any purchases that are already budget for could be approved without Commission involvement. Town Manager Reade stated that they are discussing that as a possible change to the policy and that they are also working to include required language into the policy that will allow for faster receipt of disaster funds when needed. Commissioner O'Rourke spoke about the need for the grabber arm in the aftermath of a hurricane and asked if an emergency request would be appropriate. Town Manager Reade explained that this request is on an emergency purchase basis which does not require Commission approval. However, he stated that he wanted to bring it before the Commission as a means of being fully transparent. Vice Mayor Hensley asked for confirmation that this purchase requires an amendment to the budget to pay for the equipment. Town Manager Reade stated that the funds for the emergency items on this agenda are within the current approved budget. Commissioner Linden stated that the agenda documents reflect that the funds are available within the fiscal year 2026 budget. Town Manager Reade explained that this was a typo. Commissioner Thomas asked about the lack of capacity to perform the repair. Public Works Director Morales explained that the capacity refers to the lack of equipment that is needed to perform the repair and that the Public Works repair shop would be considered a "light fleet" shop and not a "heavy equipment" shop. He went on to say that if we want to bring our shop up to par in order to make these repairs, then we will have to budget funds to upgrade the facility.

Motion to consolidate items 8, 9 and 12 made by Commissioner O'Rourke. Town Attorney Lashley stated that although they are able to combine the items for discussion, the vote needs to be separate for each item.

Motion to approve Emergency Equipment Purchase - Replacement Grabber Beam & Grabber Fingers – Side-Loader Refuse Truck (Unit 58) – Sunbelt Waste Equipment - $15,442.74 made by Commissioner O'Rourke. Seconded by Vice Mayor Hensley. Voting Aye; All.

9. Resolution 49-08-25 - Replacement Front End Loader Dumpsters - Iron Container, LLC - $25,150

Commissioner Thomas wanted to comment on items 8, 9 and 12 together because the equipment had already been discussed and funds had been allocated. She stated that the equipment does cost a lot but it is needed.

Commissioner Linden asked how many dumpsters the Town currently has and how many are being replaced. Public Works Director Morales stated he did not have that figure and explained that the Town currently either refurbishes or replaces rusted dumpsters, but the cost is the same because the Town does not have the personnel to weld the rusted holes that the current containers have, so they have to send those repairs out to a third party. Commissioner Thomas stated that it looks like there are fifty-three dumpsters to replace as stated in the agenda item documents.

Motion to approve Resolution 49-08-25 made by Commissioner Thomas. Seconded by Vice Mayor Hensley. Voting Aye; Commissioner O'Rourke, Commissioner Thomas, Mayor Michaud, Vice Mayor Hensley. Voting Nay; Commissioner Linden.

11. Resolution 51-08-25 – Agreement for Termite Fumigation Treatment – Lake Park Town Hall – Northwest Exterminating Co., LLC - $17,437

Motion to authorize Resolution 51-08-25 made by Commissioner O'Rourke. Seconded by Vice Mayor Hensley. Voting Aye; All.

12. Emergency Equipment Repair - Electrical Harness and Control System - Side-Loader Refuse Truck (Unit #51) - Ten-8 Industrial, LLC - $25,987.22

Commissioner Thomas wanted to comment on items 8, 9 and 12 together because the equipment had already been discussed and funds had been allocated. She stated that the equipment does cost a lot but it is needed. Commissioner Linden had concerns with what was previously spent on the tires for the vehicle. He asked how long it would take for the repair. Public Works Director Morales explained it could take two to three weeks or possibly less. Commissioner Linden asked what the cause of the gravel truck break down was. Public Works Director Morales stated it was wear and tear. Commissioner O'Rourke asked if this item is a part of the procurement process and could this process have been sped up with changes to the policy. Town Manager Reade stated that yes, it could be sped up if his spending limit was

higher. Commissioner Hensley stated that he believes a change to the procurement policy would provide a cost savings for the Town and the residents. Mayor Michaud suggested reviewing the current spending threshold. Town Manager Reade stated they are considering a $50,000.00 limit and they are looking to see what other towns have established as their spending limits. Commissioner Linden stated that he prefers to have a special called Commission meeting as opposed to allowing the spending limit to be increased from $10,000.00 to $50,000.00. Town Manager Reade spoke about the need to be able to make purchases quickly, but that any procurement policy would need to be approved by the Commission and also any purchases made under the spending limit would also have had funds allocated within the budget already and if they were not allocated, then it would require Commission approval. Commissioner Linden expressed a desire to pull comparisons from municipalities that are equal in size. Town Manager Reade stated that it is not always about how many citizens you have, but it should include a cost comparison for quick purchases vs. going out to bid. He stated that because the current procurement policy is so dated, that it is creating unnecessary costs. Commissioner O'Rourke spoke about the range of the spending limit within the current policy is up to $35,000.00 and so an increase to $50,000.00 would only be a $15,000.00 increase over a $40,000.00 increase. Town Manager Reade spoke about the review of the purchasing policy. He stated that the current policy is vague and they will be making recommendations to revise the policy so that it is clear and all encompassing.

Motion to approve Emergency Equipment Repair - Electrical Harness and Control System - Side-Loader Refuse Truck (Unit #51) - Ten-8 Industrial, LLC - $25,987.22 made by Commissioner O'Rourke. Seconded by Vice Mayor Hensley. Voting Aye; Commissioner O'Rourke, Commissioner Thomas, Mayor Michaud, Vice Mayor Hensley.
Voting Nay; Commissioner Linden.

**PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:** NONE
**PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:** NONE

**NEW BUSINESS:**

13. Resolution 52-08-25 - Site Plan & Special Exception - Two (2), One (1) Story Storage Warehouse Buildings (8,952 SF) - JS 1220 10th Street, LLC (West of 10th Street & South of Northern Drive).

    Commissioner O'Rourke had no ex-parte communications to declare.

Commissioner Thomas had no ex-parte communications to declare.
Commissioner Linden had no ex-parte communications to declare.
Vice Mayor Hensley had no ex-parte communications to declare.
Mayor Michaud had no ex-parte communications to declare.
Town Clerk Mendez swore in all witnesses.
Community Development Director Nadia DiTommaso explained the item (Exhibit B).
2GHO Landscape Architecture & Planning representative, Mr. George Gentile, introduced himself for the record and presented to the Commission (Exhibit C).
Commissioner Thomas stated that the exception is running with the owner, not the property. Mr. Gentile stated for the record that it is a condition and that they agree with all the conditions in the Resolution. Commissioner Thomas expressed concern with the retrofitting of the use from commercial to industrial and that causing future issues since the exception is tied to the owner and not the property. Community Development Director DiTommaso explained that any future property owners would be subject to a new exception process if they wanted to utilize the property in the same way.
Commissioner Thomas wants it to be clear in the resolution that it has to be singular use by the owner and not multiple use. Mr. Gentile stated that this exception would be for that use by that owner.
Motion to approve Resolution 52-08-25 made by Vice Mayor Hensley. Seconded by Commissioner Linden. Voting Aye; All.

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

-Town Attorney Lashley updated the Commission on the postponement of the application to eliminate the deed restrictions with the Florida Department of Environmental Protection (FDEP) from September, 2025 to December, 2025. He also stated that Town Attorney Baird had sent out a memo on Senate Bill 180. He said that Town Attorney Baird is meeting with Kimley-Horn next week to discuss next steps for studying and evaluating any amendments to the Comprehensive Plan or Land Development Regulations that could be affected by Senate Bill 180. Town Attorney Lashley also spoke about the suggestion that was made, at the direction of Commissioner Linden to explore moving from two meetings per month to one. He stated this could be done by an amendment to the Ordinance and he asked for further direction as to whether they wished to move forward with this and if so, which meeting they would like to eliminate each month. The Commission discussed the possibility along with all of the challenges

it would create. The Commission provided direction to have staff bring forward the Ordinance for review and selection of a start date with preference to eliminate the second meeting of the month. Town Manager Reade suggested that retaining the second meeting of the month might - work better so that it would fall after Planning & Zoning Board Meetings each month.

-Town Manager Reade introduced Palm Beach Sheriff's Office (PBSO) Captain Thibodeau to provide some community updates. Commissioner Linden spoke about an incident in a local school and requested that when these incidents happen moving forward that the Town Manager be notified so he can inform the Commission. Town Manager Reade stated that this notification communication is already in place. Town Manager Reade announced the upcoming Sunset Celebration on Friday, August 29th and Town offices closed on Labor day, Monday September 1st. Town Manager Reade spoke about notifications sent out to residents regarding the sanitation schedule and other types of notifications. Commissioner Linden asked about the chili cook-off. Special Events Director Riunite Franks stated that it depends if the budget item is passed. If so, it is scheduled for October. Commissioner O'Rourke asked about the fumigation that will take place over the Labor Day weekend. Town Manager Reade stated that the fumigation is scheduled to begin on Friday August 29th and suggested closing Town Hall mid-day. Public Works Director Morales stated that the ideal dates to perform the fumigation are during the Labor Day Weekend. He stated that the fumigation company would need all staff out of the building by noon on Friday, August 29th. The Commission discussed various possibilities including a half day on August 29th or a full day on August 29th. Motion to give Town Hall staff off for the whole day of August 29th and allowing for equal comp time to be given to all other staff made by Commissioner O'Rourke. Seconded by Vice Mayor Hensley. Commissioner Linden suggested that if staff are given off on August 29th, that they should have to relinquish one of their vacations days the following year. The Commission did not come to a consensus on that point. Voting Aye; All.

Town Manager Reade spoke about the United Way of Palm Beach County and he asked for consensus from the Commission for a proclamation honoring the month of September as Hunger Relief Month. The Commission reached consensus for the proclamation. Town Manager Reade requested direction on the previously discussed proclamation for Taipei, Taiwan. The Commission does not want to move forward with this proclamation.

-Commissioner O'Rourke had no comments.

-Commissioner Thomas stated she would like staff to start having developers place signs or notices on properties with new development projects and/or properties with project amendments

in an effort to be more transparent and to keep residents informed. Town Manager Reade stated that they are currently working on putting together a policy on this.

-Commissioner Linden suggested using roll-call voting for all Commission votes moving forward. Town Manager Reade stated that there is nothing in the code that speaks to that. Commissioner O'Rourke stated that Robert's Rules has a provision where anyone on the dais can call for a roll-call vote at any point. Town Attorney Lashley requested to have more time to review this topic to ensure there is nothing that prohibits it, or that an ordinance is not required. The Commission agreed to not make it a formal requirement, but to request it on an individual basis. Commissioner Linden asked if there is an ordinance on solicitation. Community Development Director DiTommaso stated that the code only allows for charitable solicitation. Town Manager Reade cited the code that prohibits solicitation. Commissioner Thomas had concerns with the solicitation of votes that candidates do during an election period. Town Manager Reade cited the code that states the solicitation has a sale of goods component that does not apply to the solicitation of votes in an election. The Commission agreed to have the Town Attorney take a closer look into this matter. Commissioner Linden also spoke about the proposed raises for the Commission and Mayor and the associated costs. He is in favor of the raises. Mayor Michaud stated that this topic will come up for discussion in the next budget meeting.

-Vice Mayor Hensley requested a Park Avenue Downtown District (PADD) update in the future. He also asked for a future update on Kelsey Market.

-Mayor Michaud spoke about development in Town that is moving along. He stated he appreciates the residents showing their support and providing their feedback. Town Manager Reade requested direction from the Commission regarding 1100 2nd Court. Community Development Director DiTommaso explained that a certificate of occupancy was required by August 7th or 8th and they are not close to completion. Town Attorney Lashley stated that he is in the middle of investigating the matter and an update will be provided at a future meeting.

**ADJOURNMENT:**

Motion to adjourn made by Commissioner O'Rourke. Seconded by Commissioner Linden.
Voting Aye: All.
Meeting adjourned 9:27 p.m.

**FUTURE MEETING DATE:** Next Scheduled Regular Commission Meeting will be held on September 3, 2025.

_____
Mayor Roger D. Michaud

Town Seal

_____
Town Clerk, Vivian Mendez, MMC

_____
Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2025

Exhibit A



***Testimony Before Lake Park, FL Commission 8/20/2025: Public Comment on Leadership Ethics and Morality***

***Michael Steinhauer, 435 Greenbriar Dr. Pipestone1992@gmail.com 608-332-5547***

You may recall my recent concern about the personal safety of town elected representatives. It followed gun violence in Minnesota where legislators were murdered. I care about your wellbeing because we are all best served when you are whole. Similarly, I've been reflecting on the Marina matter and what challenges you have striving to do the right thing. I imagine there will be business and legal processes to endure. I am empathetic and wonder what is the key ingredient needed to achieve the right thing?

I feel like you are leaders with principled power. We elect representatives not only to pass local ordinances and direct the town, but to embody the values we wish to see in public life. Your moral character matters just as much as your political skill.

Moral character builds trust between the people and their government. Without trust, democracy weakens. A Mayor and Commissioners with integrity, honesty, and compassion, will always make decisions that serve the common good. Your courage to stand for what is right — especially when it is hard, like cleaning up the mess previous town administrations put us in — sets the tone for ethical local government.

The challenges are real. Political pressure and big money can tempt even well-intentioned leaders. Your struggle today is between unacceptable contractual agreements and public protection. And yet, it is precisely in these moments of difficulty that true moral character is revealed.

As a partner, Lake Park residents also play a vital role. We must elect leaders not just for their promises, but for their principles. To demand transparency and accountability, and to clearly voice our own concerns, are the safeguards of ethical governance. The quality of our leaders reflects the choices we make at the ballot box. Today I feel like we elected the right group and now have a Town Manager who is balanced and embraces resident engagement.

T he strength of Lake Park is measured not only by its small town beauty and population diversity, but by the character of those who lead it. I believe we have chosen people who carry not only authority, but also conscience. Arm yourself with this knowledge, to go forward and do the public good.

Let us know how we can help. Thank you for your service!

**TOWN LAKE OF PARK**
**PLANNING & ZONING BOARD**
**STAFF REPORT**
**MEETING DATE: August 20, 2025**

**APPLICATION:** 1220 10th Street Site Plan Amendment and Special Exception

**SUMMARY OF APPLICANT'S REQUEST:** 2GHO, INC ("Agent") on behalf of JS 1220 10th Street, LLC ("Property Owner" and "Applicant") is requesting site plan and special exception approval for two one-story storage warehouse buildings totaling 8,952 SF. The proposed development is consistent with the Town of Lake Park's adopted regulations for the C-2 District.

The Subject Property is located west of 10th Street and south of Northern Drive in the Town of Lake Park. It is comprised of the following parcel, which totals 2.74 acres:

Parcel 1 – PCN: 36434220011230030

**Planning and Zoning Board Review:**
This item was brought before the P and Z Board on August 4, 2025 and received a unanimous vote of approval. There were no additional requests for clarification or changes. However, please note that the original unique condition of approval has since been rewritten by legal. The content remains the same but the condition language was modified to derive from the original resolution 40-05-23, which is being amended by this request. The new unique conditions are inserted for reference.

Exhibit C

# 1220 10th Street




Site Plan Amendment – Special Exception
Town of Lake Park

# Request

Site Plan Amendment and Special Exception to add two storage warehouse buildings;

Property is approximately 2.74 acres; contains an existing building with motor vehicle sales and storage warehouse use;

Increased storage warehouse is needed due to maximize operational efficiency;

# Project Location

- Located on 10th Street within a commercial corridor;
- Bounded by Commercial zoning districts on North, South, and East;
- FEC tracks to the immediate west



# Property History

- Site Developed in 1967;
- Building has housed several uses including a grocery store, business offices, and beauty school;
- 2023 – Town Commission approved Site plan and special exception for motor vehicle sales and storage warehouse

# Scope of Proposed Improvements

- Two additional storage warehouses to support facility operations at 4,476 sf each;
- Structures will be concrete block base, and facades will be consistent with the existing structure

# Proposed Site Plan





# Previous Approval vs Proposed Request



Previously Approved Square footages - 2023

| USE | SQUARE FOOTAGE |
|---|---|
| Motor Vehicle Sales | 6,632 SF |
| Storage Warehouse | 13,420 SF |
| TOTAL | 20,052 SF |

Proposed Square Footages - 2025

| USE | SQUARE FOOTAGE |
|---|---|
| Motor Vehicle Sales (prev. approved) | 6,632 SF |
| Storage Warehouse (prev. approved) | 13,420 SF |
| Additional Storage Warehouse | 8,952 SF |
| TOTAL | 29,004 SF |

# Site Data

Property Size: 2.74 ac;

- **Land Use –** Commercial
- **Zoning** – C2; Community Commercial

**Total Existing Building Area:** 20,052 sf
**Proposed Building Area:** 29,004 sf

**Landscape Open Space:** 35%

38 spaces provided
34 spaces required



# Architecture



Architecture of additional storage warehouse structures will be mirrored on the site, and colors will be consistent with the principal structure;

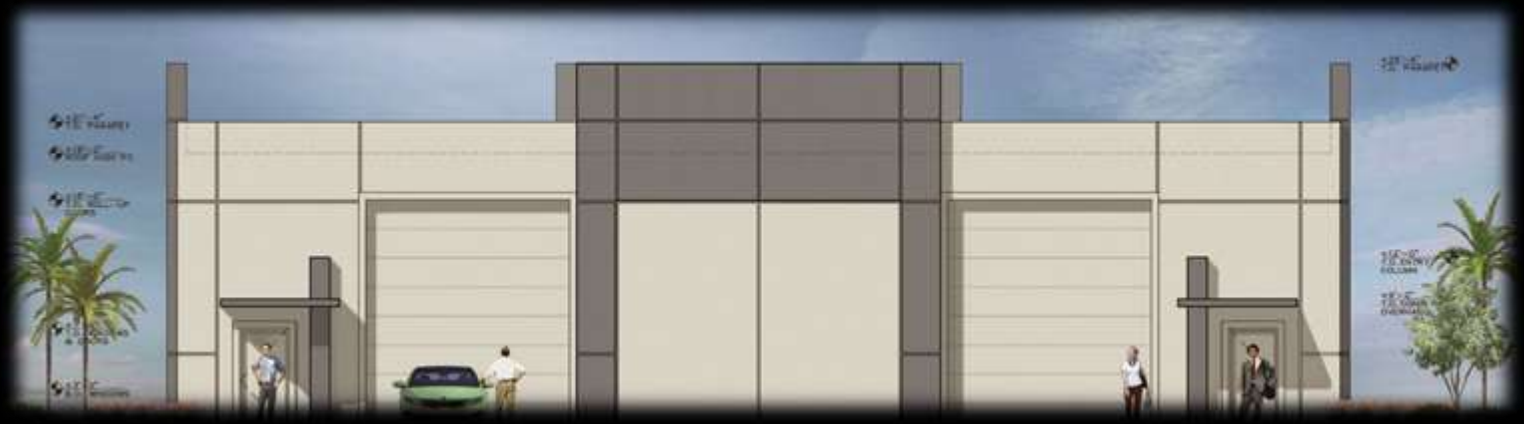
Principal structure is also being repainted to be consistent with approved building permit

# Existing Building Elevation

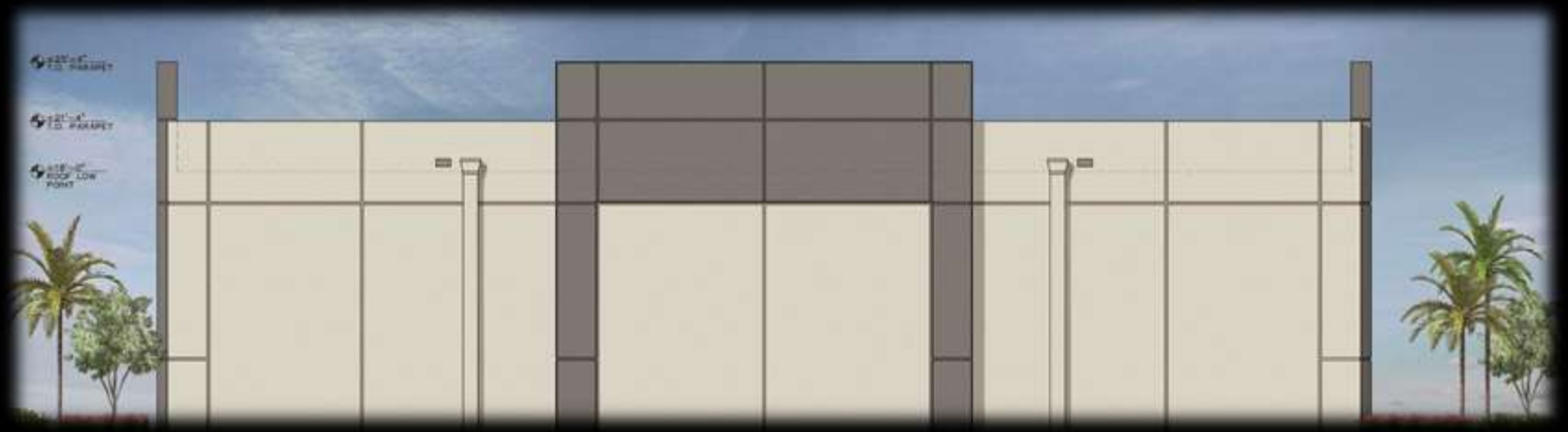




# Proposed Architecture*



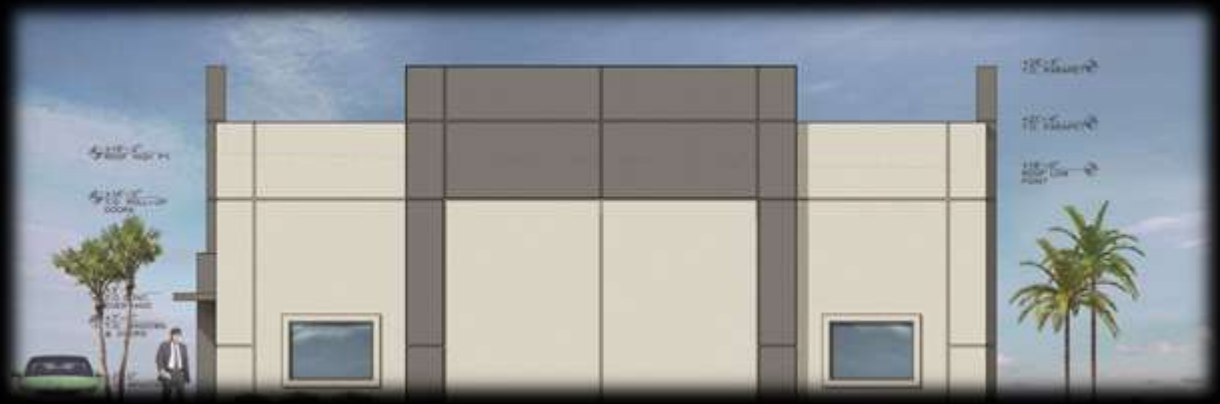
Building #1 South Elevation



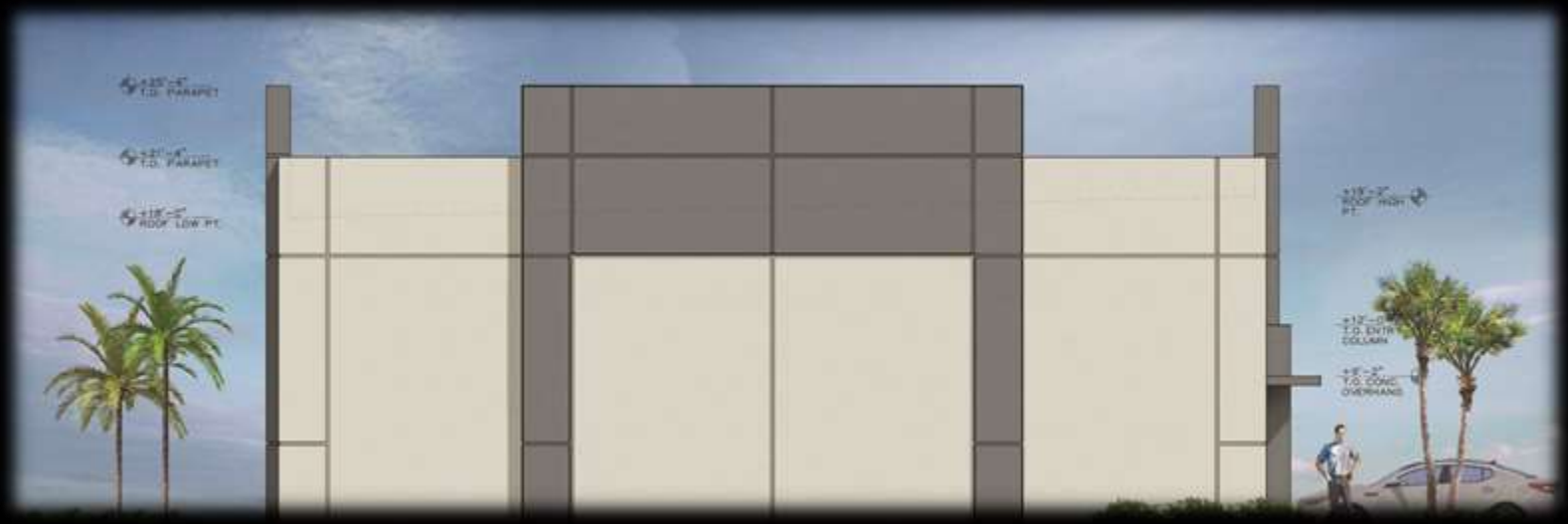
Building #1 North Elevation

*Building #2 to be mirrored*

# Proposed Architecture*



Building #1 East Elevation



Building #1 West Elevation

*Building #2 to be mirror copy*

# Justification for Request

*Special Exception Criteria*

**Consistent with Town's Comprehensive Plan**

- Proposed uses remain aligned with the Town's description of Commercial Land Use
- Promotes the continued upgrading of an existing property within a commercial core of Lake Park

**Consistent with Town's zoning regulations**

- Two proposed storage warehouse will mirror each other, and be consistent with the exterior of the current building;
- Requested Uses can be permitted with Town Council approval

**Compatibility with surrounding properties**

- Located on major arterial roadway, near several commercial and industrial uses
- Proposed uses are compatible with the existing area

# Justification for Request

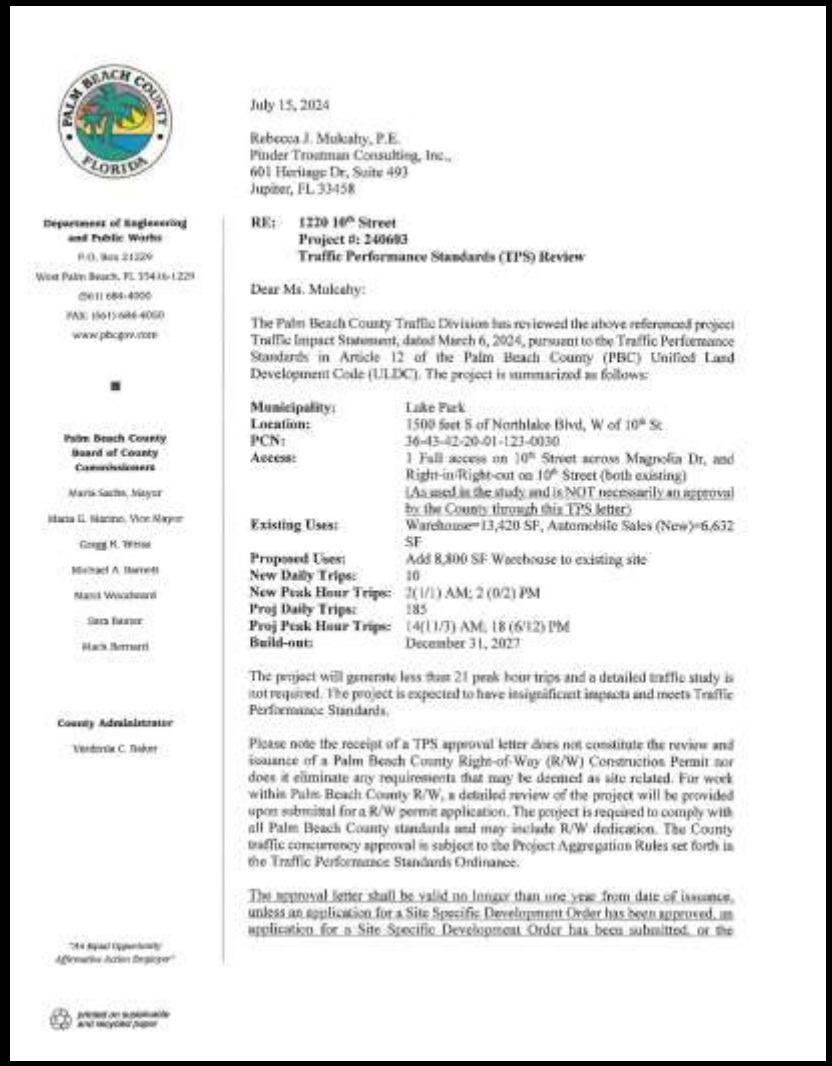
## *Special Exception Criteria*

**Does not create a proliferation of the same use**

- Expanded storage warehouse use is specific to the Owner's business operation;

**Presents no adverse impact to surrounding properties**

- Proposed use is not a high traffic generator (PBC TPS Letter issued)
- All loading/unloading will occur internal to the site;
- Existing building (and proposed warehouses) will not block light and air
- Will not adversely affect surrounding property values



PALM BEACH COUNTY FLORIDA

**Department of Engineering and Public Works**
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com

**Palm Beach County Board of County Commissioners**
Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

**County Administrator**
Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

July 15, 2024

Rebecca J. Mulcahy, P.E.
Pinder Troutman Consulting, Inc.,
601 Heritage Dr, Suite 493
Jupiter, FL 33458

**RE: 1220 10th Street**
**Project #: 240603**
**Traffic Performance Standards (TPS) Review**

Dear Ms. Mulcahy:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated March 6, 2024, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

| | |
|---|---|
| **Municipality:** | Lake Park |
| **Location:** | 1500 feet S of Northlake Blvd, W of 10th St |
| **PCN:** | 36-43-42-20-01-121-0030 |
| **Access:** | 1 Full access on 10th Street across Magnolia Dr, and Right-in/Right-out on 10th Street (both existing) (As used in the study and is NOT necessarily an approval by the County through this TPS letter) |
| **Existing Uses:** | Warehouse=13,420 SF, Automobile Sales (New)=6,632 SF |
| **Proposed Uses:** | Add 8,800 SF Warehouse to existing site |
| **New Daily Trips:** | 10 |
| **New Peak Hour Trips:** | 2(1/1) AM; 2 (0/2) PM |
| **Proj Daily Trips:** | 185 |
| **Proj Peak Hour Trips:** | 14(11/3) AM; 18 (6/12) PM |
| **Build-out:** | December 31, 2027 |

The project will generate less than 21 peak hour trips and a detailed traffic study is not required. The project is expected to have insignificant impacts and meets Traffic Performance Standards.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the

# Conclusion

- Request special exception approval for two storage warehouse buildings to be constructed on the existing building ;
- Consistent with all special exception criteria in the Town of Lake Park's zoning code;
- Provides for the continued revitalization of an existing property, furthering visual aesthetics in the corridor;
- Staff recommends approval, and Owner is okay with the Conditions of Approval??

**Thank You!**

Town of Lake Park
PUBLIC COMMENT CARD

## CIVILITY AND DECORUM

***The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:***

- **Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.**
- **Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.**
- **Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.**
- **Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.**
- **A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.**
- **All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.**

Meeting Date 8/20/2025

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

Name: Michael Steinhauer
Address: 435 Greenbriar Dr.

If you are interested in receiving Town information through Email, please provide your E-mail address: pipestone1992@gmail.com

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

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

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

Town of Lake Park
PUBLIC COMMENT CARD

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Meeting Date 8/20/2025

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

Name: Katja Zlestkova
Address: 1018 7th Street Lake Park

If you are interested in receiving Town information through Email, please provide your E-mail address: ekatebmaz6@hotmail.com

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

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

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

Town of Lake Park
PUBLIC COMMENT CARD

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**Meeting Date** 8/20/2025

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

**Name:** Rafael Morales
**Address:** 475 Green Brook Dr

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

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

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

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

Town of Lake Park
PUBLIC COMMENT CARD

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**Meeting Date** 20 Aug 2025

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

**Name:** Pablo Perhacs
**Address:** 221 E Kalmia Dr

**If you are interested in receiving Town information through Email, please provide your E-mail address:** pablo.perhacs@gmail.com

I would like to make comments on the following ~~Agenda Item~~ Non-Agenda Kimley-Horn 10th Park Senate Bill 180

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

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

**Town of Lake Park Town Commission**

**Agenda Request Form**

| | |
|---|---|
| **Meeting Date:** | September 03, 2025 |
| **Originating Department:** | Public Works |
| **Agenda Title:** | Resolution 55-09-25 – 2024-2025 - Community Development Block Grant (CDBG) Award Agreement - 1st Amendment (Re-Approval) - PBC Department of Housing & Economic Development (DHED) - Splash Pad/Water Feature (Kelsey Park) - $400,916 |

**Approved by Town Manager:** _____ **Date:** _____

| | | | |
|---|---|---|---|
| **Cost of Item:** | $0.00 | **Funding Source:** | Community Development Block Grant (CDBG) |
| **Account Number:** | | **Finance Signature:** | *Barbara A. Gould* |
| **Advertised Date:** | | **Newspaper:** | |

**Attachments:**

- Revised Amendment No. 1 to Agreement R2025-0815 (Kelsey Park Splash Pad)
- Resolution 55-09-25
- Original Agreement R2025-0815
- Town Commission's initial approval of Amendment No. 1

**Please initial one:**

_____ Yes, I have notified everyone.

_____ Not applicable in this case

**Summary Explanation/Background:**

The Town of Lake Park was awarded a 2024-2025 CDBG Grant to fund the development and partial construction of a Community Center and Aquatic Facility (approved by the Town Commission on May 7, 2025). However, the Town Commission determined that it was not appropriate to move forward with this project at this time utilizing CDBG funding. As a result, the Town requested that this funding be re-programmed to support the design and construction of a splash pad/water feature within Kelsey Park, in accordance with the Town's Master Plan for this facility.

Note: The Town Commission previously concluded that the Community Center project would require further community engagement efforts and planning and, that outside of the previously approved CRA funding to support the master plan development for Bert Bostrom Park, additional funding supporting this project would not be program/funded until a determination is made by the Town Commission and following the completion of the Park Master Plan.

As a result, the Town formally requested Palm Beach County's Department of Housing & Economic Development (DHED) to amend the original Agreement and approve a revised Agreement (Amendment 001 to the Agreement) and project scope of work to construct a Splash Pad (or water feature) within Kelsey Park.

DHED approved the request and issued a revised Grant Agreement (R2025-0815) on May 7, 2025 that allocates $400,916 in CDBG funding (Town match not required) for design and construction activities to support a new Splash Pad/Water Feature.

The proposed 1st Amendment was originally approved by the Town Commission on August 6, 2025; however, following the Commission's approval, the County issued revised language to the proposed Amendment, which is being presented to the Town Commission for consideration. The additional language includes, but is not limited to the following:

- Professional Services (Section C): Clarifies that consultant/design costs performed by Town staff are the Town's responsibility unless otherwise indicated in writing by the County.
- Procurement and Construction (Section D): Allows the Town to use multiple contracts with written notice and justification to the County, rather than requiring prior County approval.
- Performance Requirements (Section F): Extends project deadlines, including construction contract award (extended to April 30, 2026), construction completion (extended to July 31, 2026), and final CDBG reimbursement (due July 15, 2026). The agreement expiration date is extended to September 30, 2026.

If approved, staff will begin the engineering selection process and the construction phase. Project completion is expected by September 30, 2026.

The proposed revised Amendment (001) to the CDBG Grant Agreement with Palm Beach County was prepared by Palm Beach County and reviewed by the Public Works Director, the Project Manager - Capital Projects, the Grant Writer/Chief Public Information Officer, the Finance Director and the Town Attorney.

**Recommendation:**

I move to re-adopt Resolution 55-09-25 – 2024-2025 - Community Development Block Grant (CDBG) Award Agreement - 1st Amendment - PBC Department of Housing & Economic Development (DHED) - Splash Pad/Water Feature (Kelsey Park) - $400,916; and authorize the Mayor to execute the revised Grant Agreement Amendment (001) with Palm Beach County.

**RESOLUTION 55-09-25**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE REVISED AMENDMENT NO. 1 TO GRANT AGREEMENT R2025-0815 BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY FOR THE KELSEY PARK SPLASH PAD PROJECT, PROVIDING FOR MODIFICATIONS TO PROFESSIONAL SERVICES COSTS, PROCUREMENT FLEXIBILITY, AND PROJECT DEADLINES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town has been awarded a Grant to construct a splash pad at Kelsey Park; and

**WHEREAS**, Palm Beach County previously entered into Agreement No. R2025-0815 with the Town of Lake Park ("Subrecipient") on May 7, 2025, to provide $400,916.00 in Community Development Block Grant (CDBG) funds for the construction of an outdoor splash pad at Kelsey Park, located at 701 Lake Shore Drive in the Town of Lake Park ("Project"); and

**WHEREAS** the Town Commission previously approved Amendment No. 1 to the Agreement; however, Palm Beach County has issued a revised Amendment No. 1 requiring reapproval by the Town Commission; and

**WHEREAS**, the revised Amendment No. 1 modifies the Agreement to:

- Clarify that consultant/design services performed by Town staff are the Town's responsibility unless otherwise indicated in writing by the County;
- Authorize the Project scope to be performed through multiple contracts with written notice and justification to the County; and
- Extend performance deadlines, including contract award (April 30, 2026), partial and final reimbursement requests (June 15, 2026, and July 15, 2026), construction completion (July 31, 2026), and overall agreement expiration (September 30, 2026); and

**WHEREAS**, the Town Manager recommends the execution of the revised Grant Agreement Amendment to ensure compliance with Palm Beach County's updated requirements and to facilitate the timely and cost-effective completion of the Project;

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

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the revised Amendment No. 1 to Grant Agreement No. R2025-0815 with Palm Beach County for the Kelsey Park Splash Pad Project, a copy of which is attached hereto and incorporated herein.

**Section 3.** This Resolution shall take effect immediately upon its execution.

**AMENDMENT 001 TO THE AGREEMENT**
**WITH**
**TOWN OF LAKE PARK**

**THIS IS AN AMENDMENT 001**, with an effective date of _____, by and between **Palm Beach County** and the **Town of Lake Park**.

**W I T N E S S E T H:**

**WHEREAS,** Palm Beach County entered into an Agreement (R2025-0815) with the Town of Lake Park ("Subrecipient"), on May 7, 2025, to provide $400,916 of Community Development Block Grant (CDBG) funds for construction of an outdoor Splash Pad at Kelsey Park, located at 701 Lake Shore Drive, in the Town of Lake Park ("Project"); and

**WHEREAS,** the Subrecipient has requested to modify the Agreement to allow: completion of the design phase, the Project Scope of Work to be performed through multiple contracts that will provide cost savings, and to also extend the Project performance requirement dates; and

**WHEREAS** both the County and Subrecipient agree to revise the Agreement to facilitate the Bid and Contract award processes in order to complete Project within budget and allow adequate time to request 100% reimbursement of the CDBG funds; and

**WHEREAS,** both parties desire to modify the original Agreement in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**A. INCORPORATION OF RECITALS**

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

**B. EXHIBIT "A": SCOPE OF WORK - SECTION C. PROFESSIONAL SERVICES**

Section C – Second Paragraph, is deleted in its entirety and replaced as follows:

"Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the design services shall be paid for by the Subrecipient, unless otherwise approved in writing by the County to be an eligible cost for CDBG reimbursement"

**C. EXHIBIT "A": SCOPE OF WORK - SECTION D. PROCUREMENT AND CONSTRUCTION**

Section D – Second Paragraph, is deleted in its entirety and replaced as follows:

"All construction work shall be included under one (1) contract if feasible. However, the County may approve Subrecipient's use of multiple contracts upon Subrecipient providing written notice and justification to the County Department administering the Program Fund Agreement. The Subrecipient shall prepare bid package(s) complete with drawings, specifications, and any items required for competitive bid of the project scope, in accordance with Florida Statutes 255.0525 Advertising for competitive bids or proposals".

**D. EXHIBIT "A": SCOPE OF WORK - SECTION F. PERFORMANCE REQUIREMENTS**

The completion of the outlined activities and Expiration Date of the Agreement is deleted in its entirety and replaced as follows:

(1) **Award Construction Contracts by**: **04/30/26**
(2) **Request 50% of CDBG funds from County by**: **6/15/26**
(3) **Complete Construction by**: **7/31/26**
(4) **Request 100% of CDBG funds ("Final Reimbursement") by**: **7/15/26**
(5) **CDBG Capital Improvement Agreement Expiration Date**: **9/30/26**

Except as revised by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the Subrecipient has hereunto set its hand and seal the day and year above written and caused this Amendment 001 to be executed.

(SUBRECIPIENT SEAL BELOW)

**TOWN OF LAKE PARK**

By: _____
Roger D. Michaud, Mayor

By: _____
Vivian Mendez, Town Clerk

By: _____
Richard J. Reade, Town Manager

By: _____
Attorney for Subrecipient
(Signature Optional)

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 001 on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and Legal Sufficiency**

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

**Approved as to Terms and Conditions Dept. of Housing & Economic Development**

By: _____
Carlos R. Serrano
Deputy Director

**RESOLUTION 43-08-25**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY TO ALLOW THE PROJECT SCOPE TO BE PERFORMED THROUGH MULTIPLE CONTRACTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town has been awarded a grant to construct a splash pad at Kelsey Park; and

**WHEREAS**, Palm Beach County previously entered into Agreement No. R2025-0815 (the Agreement) with the Town of Lake Park ("Subrecipient") on May 7, 2025, whereby it agreed to provide to the Subrecipient $400,916.00 in Community Development Block Grant (CDBG) funds to be used by the Subrecipient for the construction of an outdoor splash pad at Kelsey Park, located at 701 Lake Shore Drive in the Town of Lake Park ("Project"); and

**WHEREAS** the Subrecipient has requested an amendment to the Agreement to allow the Project scope to be performed through multiple contracts, which the parties believe would facilitate a savings in the cost and, to the time it takes to complete the Project; and

**WHEREAS**, the parties agree to revise the procurement requirements within the Agreement, to facilitate the Subrecipient's completion of the Project within the established budget for the Project and allow adequate time for the Subrecipient to request 100% reimbursement of CDBG funds provided to the Subrecipient for the Project; and

**WHEREAS**, the parties have agreed to an amendment to the Agreement in accordance with the terms and conditions set forth in an amendment to the Agreement.

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

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The mayor is hereby authorized and directed to execute the amendment to the Agreement, a copy of which is incorporated herein by reference.

**Section 3.** This resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Vice Mayor Hensley, who moved its adoption. The motion was seconded by Commissioner O'Rourke and upon being put to a roll call vote, the vote was as follows:

| | AYE | NAY |
|---|---|---|
| MAYOR ROGER D. MICHAUD | ✓ | |
| VICE MAYOR MICHAEL J. HENSLEY | ✓ | |
| COMMISSIONER JOHN LINDEN | ✓ | |
| COMMISSIONER MICHAEL O'ROURKE | ✓ | |
| COMMISSIONER JUDITH E. THOMAS | ✓ | |

The Town Commission thereupon declared the foregoing Resolution 43-08-25 duly passed and adopted this 6 day of August, 2025.

TOWN OF LAKE PARK, FLORIDA

BY: _____
ROGER D. MICHAUD
MAYOR

ATTEST:

_____
VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK (TOWN SEAL) SEAL FLORIDA

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

REV. NO. 001

# AGREEMENT/MOU REVISION REQUEST

## AGREEMENT/MOU BETWEEN PALM BEACH COUNTY DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT AND

TOWN OF LAKE PARK

**PROJECT AND FUNDING Agreement R**2025-0815 **or MOU executed date** May 7, 2025

*Provide Project Name, Funding Amount and brief Project description.*
Project Name: Kelsey Park Splash Pad
Funding Amount: $400,916 CDBG Funds + $10,000 Town Funds
Description: Design and construction of an outdoor Splash Pad within Kelsey Park. Project includes water supply, drainage, concrete splash pad, equipment and components, access sidewalks, landscaping and other necessary deliverables.

**REQUESTED REVISION:** *Provide name of Subrecipient (Town/City/ County Dept) and requested revision.*

See Attachments A and B, for details.

**JUSTIFICATION** *Provide description of activities to be undertaken and reason to justify the revision.*

See Attachments A and B, for details.

John Wille, Capital Projects, Town of Lake Park
Authorized Signatory (Name & Title)

07.25.2025
Date

**REVISION ACTION (for DHED Contracts use only) AMENDMENT REQUIRED** x YES _ NO

**IN ACCORDANCE WITH:** Item 22. AMENDMENTS, EXHIBIT "A"/ Section D. PROCUREMENT AND EXHIBIT "A"/ Section D. PROCUREMENT AND CONSTRUCTION, shall be modified to allow the Town to issue required bids to award multiple contracts, as a measure of cost savings for implementation of the Project scope. Therefore, the Agreement is revised as such: "All Construction Work shall be included under one contract if feasible. However, the Subrecipient may use multiple contracts upon written notice and justification to the County Department administering the Program Fund Agreement" and the Agreement is so modified.
EXHIBIT "A" / Section F. PERFORMANCE REQUIREMENTS shall be modified, as outlined in Attachment B.

**ACCEPTANCE OF WRITTEN REQUEST AND APPROVAL OF PROPOSED REVISION**

Except as revised by this request, the Agreement remains in full force and effect in accordance with the terms thereof.

By: Jonathan Brown
Jonathan B. Brown, Director
Department of Housing & Economic Development

Date: 7/29/2025

Cc Jeffrey Bolton, Director, Contract Development and Quality Control
Bud Cheney, Director , Capital Improvements Real Estate and Inspection Services

**AGREEMENT / MOU REVISION REQUEST**

# ATTACHMENT A

**Project Name:** Kelsey Park Splash Pad

**Funding Amount:** $400,916.00 CDBG Grant Amount + $10,000.00 Town Match

**Description:** Design and Construction of an outdoor Splash Pad within Kelsey Park; project Includes water supply, drainage, concrete splash pad, Splash Pad equipment and components, access sidewalks, landscaping and other deliverables deemed necessary.

**REQUESTED REVISION:**

We are requesting, for your consideration and approval, an agreement amendment to **Section D. Procurement and Construction** that would allow the Town to solicit multiply contracts for the various work components related to the project. The agreement Section D indicates *"All Construction work shall be included under one contract"*; we are anticipate developing several independent contract agreements for construction components and we are requesting an amendment to allow this contracting approach.

**For Construction,** we look to prepare two additional bid packages for **1)** Site improvements to include grading, water, sewer and drainage requirements and site concrete work and **2)** Splash Pad work to include splash pad engineering, furnishing & installation of all splash pad components.

**JUSTIFICATION:**

The primary reasoning for this request is the saving of time and money.

The Town will save by contracting directly and independently with a site contractor and a splash pad contractor instead of having both of these sub-trades under a prime contractor who will sub-contract these work items to the specialists at a marked-up cost to the Town.

The available budget for this project is tight and we want to get the best and most financially responsible value for the financial investment.

The Town has the "In-House" expertise to implement this multi-contact approach and the construction experience to manage these contractors for an efficient and time saving work effort.

# ATTACHMENT B

**Project # R 2025 0815**

**Kelsey Park Splash Pad**

## AGREEMENT PERFORMANCE DATES:

| | |
|---|---|
| Award Construction Contract by April 01, 2026: | April 01, 2026 |
| Request 50% of CBG funds from County by: | June 15, 2026 |
| Complete Construction by: | July 31, 2026 |
| Request 100% of CDBG Funds ("Final Reimbursement) by: | July 15, 2026 |
| CDBG Capital Improvement Agreement Expiration Date: | September 30, 2026 |

## TOWN OF LAKE PARK DESIGN / CONSTRUCTION SCHEDULE:

| | |
|---|---|
| Grant Agreement Amendment Execution: | **by August 15, 2025** |
| Design Procurement Development | **July 28 through August 15, 2025** |
| Advertise for Design (30 day solicitation) | **August 18, 2025** |
| Award Design (80 day design period)<br>Conceptual Design presentation to Town Commission on December 03, 2025 | **October 15, 2025** |
| Design Complete | **January 15, 2026** |
| Construction Procurement Development | **January 16 through February 06, 2025** |
| Advertise for Construction Contractor (30 day solicitation) | **February 09, 2026** |
| Award Construction | **April 01, 2026** |
| Construction (3 month construction) | **May 2026 through July, 31, 2026** |
| Project Complete | **August 31, 2026** |

**RESOLUTION 43-08-25**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY TO ALLOW THE PROJECT SCOPE TO BE PERFORMED THROUGH MULTIPLE CONTRACTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town has been awarded a grant to construct a splash pad at Kelsey Park; and

**WHEREAS**, Palm Beach County previously entered into Agreement No. R2025-0815 (the Agreement) with the Town of Lake Park ("Subrecipient") on May 7, 2025, whereby it agreed to provide to the Subrecipient $400,916.00 in Community Development Block Grant (CDBG) funds to be used by the Subrecipient for the construction of an outdoor splash pad at Kelsey Park, located at 701 Lake Shore Drive in the Town of Lake Park ("Project"); and

**WHEREAS** the Subrecipient has requested an amendment to the Agreement to allow the Project scope to be performed through multiple contracts, which the parties believe would facilitate a savings in the cost and, to the time it takes to complete the Project; and

**WHEREAS**, the parties agree to revise the procurement requirements within the Agreement, to facilitate the Subrecipient's completion of the Project within the established budget for the Project and allow adequate time for the Subrecipient to request 100% reimbursement of CDBG funds provided to the Subrecipient for the Project; and

**WHEREAS**, the parties have agreed to an amendment to the Agreement in accordance with the terms and conditions set forth in an amendment to the Agreement.

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

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The mayor is hereby authorized and directed to execute the amendment to the Agreement, a copy of which is incorporated herein by reference.

**Section 3.** This resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Vice Mayor Hensley, who moved its adoption. The motion was seconded by Commissioner O'Rourke and upon being put to a roll call vote, the vote was as follows:

| | AYE | NAY |
|---|---|---|
| MAYOR ROGER D. MICHAUD | ✓ | |
| VICE MAYOR MICHAEL J. HENSLEY | ✓ | |
| COMMISSIONER JOHN LINDEN | ✓ | |
| COMMISSIONER MICHAEL O'ROURKE | ✓ | |
| COMMISSIONER JUDITH E. THOMAS | ✓ | |

The Town Commission thereupon declared the foregoing Resolution 43-08-25 duly passed and adopted this 6 day of August, 2025.

TOWN OF LAKE PARK, FLORIDA

BY: _____
ROGER D. MICHAUD
MAYOR

ATTEST:

_____
VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK (TOWN SEAL) SEAL FLORIDA

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

**AMENDMENT 001 TO THE AGREEMENT**
**WITH**
**TOWN OF LAKE PARK**

**THIS IS AN AMENDMENT 001**, with an effective date of August 6, 2025, by and between **Palm Beach County** and the **Town of Lake Park.**

**W I T N E S S E T H:**

**WHEREAS,** Palm Beach County entered into an Agreement (R2025-0815) with the Town of Lake Park ("Subrecipient"), on May 7, 2025, to provide $400,916 of Community Development Block Grant (CDBG) funds for construction of an outdoor Splash Pad at Kelsey Park, located at 701 Lake Shore Drive, in the Town of Lake Park ("Project"); and

**WHEREAS,** the Subrecipient has requested to modify the Agreement to allow: completion of the design phase, the Project Scope of Work to be performed through multiple contracts that will provide cost savings, and to also extend the Project performance requirement dates; and

**WHEREAS** both the County and Subrecipient agree to revise the Agreement to facilitate the Bid and Contract award processes in order to complete Project within budget and allow adequate time to request 100% reimbursement of the CDBG funds; and

**WHEREAS,** both parties desire to modify the original Agreement in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**A. INCORPORATION OF RECITALS**
The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

**B. EXHIBIT "A": SCOPE OF WORK - SECTION C. PROFESSIONAL SERVICES**
The specific language within Section C, is so modified and made a part hereof as follows:

"Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient, unless otherwise indicated in writing by the County"

**C. EXHIBIT "A": SCOPE OF WORK - SECTION D. PROCUREMENT AND CONSTRUCTION**

The specific language within Section D, is so modified and made a part hereof as follows:

"All construction work shall be included under one (1) contract if feasible. However, the Subrecipient may use multiple contracts upon written notice and justification to the County Department administering the Program Fund Agreement. The Subrecipient shall prepare bid package(s) complete with drawings, specifications, and any items required for competitive bid of the project scope, in accordance with Florida Statutes 255.0525 Advertising for competitive bids or proposals".

**D. EXHIBIT "A": SCOPE OF WORK - SECTION F. PERFORMANCE REQUIREMENTS**

The time-frame for completion of the outlined activities and Expiration Date of the Agreement shall be modified as follows:

(1) **Award Construction Contracts by**: (Extended from 10/31/25 to **04/30/26**)
(2) **Request 50% of CDBG funds from County by**: (Extended from 03/31/26 to **6/15/26)**
(3) **Complete Construction by**: (Extended from 6/30/26 to **7/31/26**)
(4) **Request 100% of CDBG funds ("Final Reimbursement") by**: **July 15, 2026**
(5) **CDBG Capital Improvement Agreement Expiration Date**: **September 30, 2026**

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the Subrecipient has hereunto set its hand and seal the day and year above written and caused this Amendment 001 to be executed.

(SUBRECIPIENT SEAL BELOW)

TOWN OF LAKE PARK SEAL FLORIDA

By: _____
Vivian Mendez, Town Clerk

**TOWN OF LAKE PARK**

By: _____
Roger D. Michaud, Mayor

By: _____
Richard J. Reade, Town Manager

By: _____
Attorney for Subrecipient
(Signature Optional)

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 001 on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and Legal Sufficiency**

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

**Approved as to Terms and Conditions Dept. of Housing & Economic Development**

By: _____
Carlos R. Serrano
Deputy Director

REV. NO. 001

# AGREEMENT/MOU REVISION REQUEST

## AGREEMENT/MOU BETWEEN PALM BEACH COUNTY DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT AND

TOWN OF LAKE PARK

**PROJECT AND FUNDING Agreement R**2025-0815 **or MOU executed date** May 7, 2025

*Provide Project Name, Funding Amount and brief Project description.*
Project Name: Kelsey Park Splash Pad
Funding Amount: $400,916 CDBG Funds + $10,000 Town Funds
Description: Design and construction of an outdoor Splash Pad within Kelsey Park. Project includes water supply, drainage, concrete splash pad, equipment and components, access sidewalks, landscaping and other necessary deliverables.

**REQUESTED REVISION:** *Provide name of Subrecipient (Town/City/ County Dept) and requested revision.*

See Attachments A and B, for details.

**JUSTIFICATION** *Provide description of activities to be undertaken and reason to justify the revision.*

See Attachments A and B, for details.

John Wille, Capital Projects, Town of Lake Park
Authorized Signatory (Name & Title)

07.25.2025
Date

**REVISION ACTION (for DHED Contracts use only) AMENDMENT REQUIRED** xYES _ NO

**IN ACCORDANCE WITH:** Item 22. AMENDMENTS, EXHIBIT "A"/ Section D. PROCUREMENT AND EXHIBIT "A"/ Section D. PROCUREMENT AND CONSTRUCTION, shall be modified to allow the Town to issue required bids to award multiple contracts, as a measure of cost savings for implementation of the Project scope. Therefore, the Agreement is revised as such: "All Construction Work shall be included under one contract if feasible. However, the Subrecipient may use multiple contracts upon written notice and justification to the County Department administering the Program Fund Agreement" and the Agreement is so modified.
EXHIBIT "A" / Section F. PERFORMANCE REQUIREMENTS shall be modified, as outlined in Attachment B.

**ACCEPTANCE OF WRITTEN REQUEST AND APPROVAL OF PROPOSED REVISION**

Except as revised by this request, the Agreement remains in full force and effect in accordance with the terms thereof.

By: Jonathan Brown
Jonathan B. Brown, Director
Department of Housing & Economic Development

Date: 7/29/2025

Cc Jeffrey Bolton, Director, Contract Development and Quality Control
Bud Cheney, Director , Capital Improvements Real Estate and Inspection Services

**AGREEMENT / MOU REVISION REQUEST**

# ATTACHMENT A

**Project Name:** Kelsey Park Splash Pad

**Funding Amount:** $400,916.00 CDBG Grant Amount + $10,000.00 Town Match

**Description:** Design and Construction of an outdoor Splash Pad within Kelsey Park; project Includes water supply, drainage, concrete splash pad, Splash Pad equipment and components, access sidewalks, landscaping and other deliverables deemed necessary.

**REQUESTED REVISION:**

We are requesting, for your consideration and approval, an agreement amendment to **Section D. Procurement and Construction** that would allow the Town to solicit multiply contracts for the various work components related to the project. The agreement Section D indicates *"All Construction work shall be included under one contract"*; we are anticipate developing several independent contract agreements for construction components and we are requesting an amendment to allow this contracting approach.

**For Construction,** we look to prepare two additional bid packages for **1)** Site improvements to include grading, water, sewer and drainage requirements and site concrete work and **2)** Splash Pad work to include splash pad engineering, furnishing & installation of all splash pad components.

**JUSTIFICATION:**

The primary reasoning for this request is the saving of time and money.

The Town will save by contracting directly and independently with a site contractor and a splash pad contractor instead of having both of these sub-trades under a prime contractor who will sub-contract these work items to the specialists at a marked-up cost to the Town.

The available budget for this project is tight and we want to get the best and most financially responsible value for the financial investment.

The Town has the "In-House" expertise to implement this multi-contact approach and the construction experience to manage these contractors for an efficient and time saving work effort.

# ATTACHMENT B

**Project # R 2025 0815**

**Kelsey Park Splash Pad**

## AGREEMENT PERFORMANCE DATES:

| | |
|---|---|
| Award Construction Contract by April 01, 2026: | April 01, 2026 |
| Request 50% of CBG funds from County by: | June 15, 2026 |
| Complete Construction by: | July 31, 2026 |
| Request 100% of CDBG Funds ("Final Reimbursement) by: | July 15, 2026 |
| CDBG Capital Improvement Agreement Expiration Date: | September 30, 2026 |

## TOWN OF LAKE PARK DESIGN / CONSTRUCTION SCHEDULE:

| | |
|---|---|
| Grant Agreement Amendment Execution: | **by August 15, 2025** |
| Design Procurement Development | **July 28 through August 15, 2025** |
| Advertise for Design (30 day solicitation) | **August 18, 2025** |
| Award Design (80 day design period)<br>Conceptual Design presentation to Town Commission on December 03, 2025 | **October 15, 2025** |
| Design Complete | **January 15, 2026** |
| Construction Procurement Development | **January 16 through February 06, 2025** |
| Advertise for Construction Contractor (30 day solicitation) | **February 09, 2026** |
| Award Construction | **April 01, 2026** |
| Construction (3 month construction) | **May 2026 through July, 31, 2026** |
| Project Complete | **August 31, 2026** |

# Town of Lake Park Town Commission

## Agenda Request Form

| | |
|---|---|
| **Meeting Date:** | September 03, 2025 |
| **Originating Department:** | Public Works |
| **Agenda Title:** | Resolution 56-09-25 – Evaluation Committee Ranking and Authorization to Negotiate (RFQ #109-2025) – Professional Architectural Design and Consulting Services – Evergreen House Restoration |

**Approved by Town Manager:** _____ **Date:** _____

| | | | |
|---|---|---|---|
| **Cost of Item:** | $ 0.00 | **Funding Source:** | N/a |
| **Account Number:** | N/a | **Finance Signature:** | *Barbara A. Gould* |

**Advertised:**
**Date:** _____ **Newspaper:** _____

**Attachments:**
1) Resolution 56-09-25 Authorizing Public Works to Negotiate for Architectural Services
2) Evaluation Committee Meeting Minutes for RFQ #109-2025

**Please initial one:**

_____ Yes, I have notified everyone.
X Not applicable in this case

**Summary Explanation/Background:**

The Public Works Department recommends that the Town Commission approve the evaluation committee's ranking for the Request for Qualifications RFQ #109-2025, for Professional Architectural Design and Consulting Services for the Evergreen House Restoration, issued on June 02, 2025, and closed on July 10, 2025.

Following the closing of the RFQ, the Town received qualification packages from the following firms:

RJ Heisenbottle Architects
Baker Design-Build
The Tamara Peacock Company

ACi Architects

The RFQ was publicly advertised in accordance with the Town's Purchasing Code and Florida's Consultants' Competitive Negotiation Act (CCNA), Ch. 287.055, F.S. The evaluation committee reviewed and scored all submittals based on the published criteria (Attached are the Evaluation Committee Meeting Minutes, which include the Committee member evaluation and scoring sheets and an overall scoring as calculated by the Town Clerk's office).

The final ranking is as follows:

RJ Heisenbottle Architects
Baker Design-Build
The Tamara Peacock Company

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including, but not limited to, Notice to Negotiate, final scoring matrix, RFQ 109-2025, and published addenda and the RFQ Advertisement, as required.

Approval of this action will authorize staff to negotiate a scope of services and fee with R.J. Heisenbottle Architects, the Top-Ranked Firm, for subsequent presentation to the Town Commission.

**Recommendation:**
I move to approve Resolution 56-09-25 accepting the evaluation committee's ranking of firms for RFQ #109-2025 and authorizing the Public Works Director to negotiate with R.J. Heisenbottle Architects for Professional Architectural Design and Consulting Services.

**RESOLUTION 56-09-25**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ACCEPTING THE EVALUATION COMMITTEE'S RANKING OF FIRMS FOR RFQ #109 – 2025 REQUEST FOR QUALIFICATIONS – PROFESSIONAL ARCHITECTURAL DESIGN AND CONSULTING SERVICES FOR THE EVERGREEN HOUSE RESTORATION AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO NEGOTIATE WITH THE TOP-RANKED FIRM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town of Lake Park, Florida ("Town") issued a Request for Qualifications (RFQ #109-2025) on Monday, June 02, 2025 for Professional Architectural Design and Consulting Services, in accordance with the Consultants' Competitive Negotiation Act (CCNA), Chapter 287.055, Florida Statutes; and

**WHEREAS,** the RFQ was publicly advertised and closed on Thursday, July 10, 2025, at 2:00 pm and qualification packages were received from the following firms:

RJ Heisenbottle Architects

Baker Design-Build

The Tamara Peacock Company

ACi Architects

**WHEREAS,** the evaluation committee reviewed all qualification packages and scored them based on the published criteria; and

**WHEREAS,** the evaluation committees final ranking is as follows:

RJ Heisenbottle Architects

Baker Design-Build

The Tamara Peacock Company

**WHEREAS,** the Town Commission has reviewed the ranking and finds it to be in the best interest of the Town to accept the evaluation committee's recommendation and authorize negotiations with the top-ranked firm**;**

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

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Town Commission hereby accepts the evaluation committees ranking of firms for RFQ #109-2025 for Professional Architectural Design and Consulting Services.

**Section 3.** The Public Works Director is hereby authorized to negotiate a scope of services and fee with R.J. Heisenbottle Architects, the Top-Ranked Firm, and present a proposed agreement to the Town Commission for approval at a future meeting.

**Section 4.** This Resolution shall take effect immediately upon adoption.

# Evaluation Committee Meeting Minutes

Town of Lake Park, Florida

**Professional Architectural Design and Consulting Services**
**For the Evergreen House Restoration**
**Request for Qualifications (RFQ) #109-2025**

Wednesday, August 13, 2025 10:30 A.M.

Commission Chamber, Town Hall, 535 Park Avenue

The Evaluation Committee Meeting for RFQ 109-2025 was held on Wednesday, August 13, 2025 at 10:30am. Present was Capital Projects Manager John Wille, Town Planner Anders Viane, Sanitation Foreman Dwayne Bell, Special Events Director Riunite Franks, CRA Administrator Allison Justice and Deputy Town Clerk Laura Weidgans.

Deputy Town Clerk Weidgans called the meeting to order at 10:32am. The Committee introduced themselves and read their scores out load for each applicant. Chair Wille submitted the scoring sheets as Exhibit A. Deputy Town Clerk Weidgans read the total scores as follows:

1) Baker Design Build- 422 points total
2) RJ Heinsenbottle Architects- 459 points total
3) The Tamara Peacock Co.- 413 points total

Chair Wille announced that the results would be posted shortly.

**ADJOURNMENT:**

The meeting was adjourned at 10:41am

Laura Weidgans

Digitally signed by Laura Weidgans
DN: cn=Laura Weidgans, o=Town of Lake Park, ou=Deputy Town Clerk, email=lweidgans@lakeparkflorida.gov, c=US
Date: 2025.08.13 11:02:25 -04'00'

Deputy Town Clerk
Laura Weidgans

Exhibit A

# RFQ #109 2025

## Professional Architectural Design & Consulting Services

## For the Evergreen House Restoration

## EVALUATION AND SCORING SHEET

| Category | Baker Design Build | RJ Heisenbottle | The Tamara Peacock Co. | ACi. |
|---|---|---|---|---|
| Completion of Bid Form (5 pts) | 2 | 5 | 5 | Incomplete Submittal |
| Firms Qualifications & Experience Narrative (40 pts) | 33 | 35 | 32 | XXX |
| Design Team Experience (25 pts) Architectural / Mechanical / Electrical / Structural | 19 | 22 | 17 | XXX |
| Preliminary Architectural Design Schedule Time-line (15 pts) | 15 4 months | 10 1.5 years | 14 6 months | XXX |
| Submitters Office Location (10 pts) | 4 Jacksonville | 6 Coral Gables | 9 Ft Lauderdale | XXX |
| Required Forms (5 pts) | 5 | 5 | 5 | XXX |
| Total Score: | 78 | 83 | 82 | No Response |
| Ranking | 3 | 1 | 2 | |

Evaluator: John Wille 08/11/2025

Written Name: Date:

Signature

# RFQ #109 2025

## Professional Architectural Design & Consulting Services

## For the Evergreen House Restoration

## EVALUATION AND SCORING SHEET

| Category | Baker Design Build | RJ Heisenbottle | The Tamara Peacock Co. | ACi. |
|---|---|---|---|---|
| Completion of Bid Form (5 pts) | 5 | 5 | 5 | Incomplete Submittal |
| Firms Qualifications & Experience Narrative (40 pts) | 38 | 40 | 29 | XXX |
| Design Team Experience (25 pts) Architectural / Mechanical / Electrical / Structural | 24 | 25 | 20 | XXX |
| Preliminary Architectural Design Schedule Time-line (15 pts) | 15 | 12 | 13 | XXX |
| Submitters Office Location (10 pts) | 8 | 9 | 10 | XXX |
| Required Forms (5 pts) | 5 | 5 | 5 | XXX |
| Total Score: | 95 | 96 | 82 | |
| Ranking | 2 | 1 | 3 | |

**Evaluator:** Allison Justice — **Written Name:**

8.13.25 — **Date:**

**Signature**

# RFQ #109 2025

## Professional Architectural Design & Consulting Services

## For the Evergreen House Restoration

## EVALUATION AND SCORING SHEET

| Category | Baker Design Build | RJ Heisenbottle | The Tamara Peacock Co. | ACi. |
|---|---|---|---|---|
| Completion of Bid Form (5 pts) | 0 | 5 | 5 | Incomplete Submittal |
| Firms Qualifications & Experience Narrative (40 pts) | 38 | 40 | 36 | XXX |
| Design Team Experience (25 pts) Architectural / Mechanical / Electrical / Structural | 25 | 25 | 20 | XXX |
| Preliminary Architectural Design Schedule Time-line (15 pts) | 10 | 15 | 10 | XXX |
| Submitters Office Location (10 pts) | 7 | 8 | 9 | XXX |
| Required Forms (5 pts) | 5 | 5 | 5 | XXX |
| Total Score: | 85 | 98 | 85 | |
| Ranking | 2 | 1 | 2 | |

Evaluator: Rivnite Franks 8/13/25

Written Name: Date:

Signature

# RFQ #109 2025

## Professional Architectural Design & Consulting Services

## For the Evergreen House Restoration

## EVALUATION AND SCORING SHEET

| Category | Baker Design Build | RJ Heisenbottle | The Tamara Peacock Co. | ACi. |
|---|---|---|---|---|
| Completion of Bid Form (5 pts) | 0 | 5 | 5 | Incomplete Submittal |
| Firms Qualifications & Experience Narrative (40 pts) | 30 | 38 | 33 | XXX |
| Design Team Experience (25 pts) Architectural / Mechanical / Electrical / Structural | 20 | 25 | 15 | XXX |
| Preliminary Architectural Design Schedule Time-line (15 pts) | 15 | 9 | 13 | XXX |
| Submitters Office Location (10 pts) | 5 | 7 | 8 | XXX |
| Required Forms (5 pts) | 5 | 5 | 5 | XXX |
| Total Score: | 75 | 89 | 79 | |
| Ranking | 3rd | 1st | 2nd | |

Evaluator: Dwayne Bell, Sr 8/12/2025

Written Name: Date:

Signature

# RFQ #109 2025

## Professional Architectural Design & Consulting Services

## For the Evergreen House Restoration

## EVALUATION AND SCORING SHEET

| Category | Baker Design Build | RJ Heisenbottle | The Tamara Peacock Co. | ACi. |
|---|---|---|---|---|
| Completion of Bid Form (5 pts) | 5 | 5 | 5 | Incomplete Submittal |
| Firms Qualifications & Experience Narrative (40 pts) | 40 | 40 | 37 | XXX |
| Design Team Experience (25 pts) Architectural / Mechanical / Electrical / Structural | 23 | 25 | 20 | XXX |
| Preliminary Architectural Design Schedule Time-line (15 pts) | 13 | 14 | 13 | XXX |
| Submitters Office Location (10 pts) | 3 | 4 | 5 | XXX |
| Required Forms (5 pts) | 5 | 5 | 5 | XXX |
| Total Score: | 89 | 93 | 85 | |
| Ranking | 2 | 1 | 3 | |

Evaluator: Anders Viane 8-13-25

Written Name: Date:

Anders Viane

Signature

# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** September 3, 2025

**Originating Department:** Communications and Grants

**Agenda Title:** Resolution 57-09-25 - 2025-2026 Community Development Block Grant (CDBG) Award – PBC Department of Housing & Economic Development (DHED) – Kelsey Park Fitness Trail and Equipment Replacement Project – $41,588

**Approved by Town Manager:** _____ **Date:** _____

**Cost of Item:** $0.00 **Funding Source:** _____

**Account Number:** _____ **Finance Signature:** _____

**Advertised:**

**Date:** _____ **Newspaper:** _____

**Attachments:** Resolution 57-09-25
Lake Park Kelsey Park Fitness Trail and Equipment Replacement Project_-CDBG Capital Improvement Agreement - FY 2025-2026

**Please initial one:**

_____ Yes I have notified everyone

MA Not applicable in this case

**Summary Explanation/Background:**

The Town of Lake Park has been awarded a Community Development Block Grant (CDBG) grant from the PBC Department of Housing & Economic Development (DHED) in the amount of $41,588.

The awarded grant would provide funding to support the Kelsey Park Fitness Trail and Equipment Replacement Project, which is expected to replace existing equipment and provide users with an opportunity to perform a different activity while using their own body weight as resistance (essentially a conveniently located no-cost gym). This project would replace the existing equipment that was installed in 2007.

The proposed grant-funded project is expected to include:

- Installation of eleven (11) new fitness stations featuring new ADA-compliant strength and cardio fitness equipment
- ADA-compliant walking path with safety surfacing between fitness stations
- New signage for workout guidance
- Rules for equipment and park use
- Any required improvements typical of park fitness ADA-compliant equipment installation
- Restoration of areas disturbed by the installation of the above components

If approved, the proposed Kelsey Park Fitness Trail and Equipment Replacement Project is expected to be completed by September 30, 2026.

The proposed Grant Agreement was prepared by the Palm Beach County Department of Housing and Economic Development and reviewed by the Town's Grant Writer/Chief Public Information Officer, the Special Events Director, the Public Works Director, the Project Manager - Capital Projects, the Finance Director and the Town Attorney.

**Recommended Motion:**
I move to approved Resolution 57-09-25 accepting the 2025-2026 Community Development Block Grant (CDBG) Award from the PBC Department of Housing & Economic Development (DHED) to support the Kelsey Park Fitness Trail and Equipment Replacement Project in the amount of $41,588; and authorize the Mayor to execute the CDBG Capital Improvement Agreement.

**RESOLUTION 57-09-25**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT FOR THE KELSEY PARK FITNESS TRAIL AND EQUIPMENT REPLACEMENT PROJECT**

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

**WHEREAS,** the Town is empowered to enter into contractual arrangements with public agencies, private corporations, and other persons; and

**WHEREAS,** the Town desires to implement strategies that will improve the quality of life for residents and visitors in the community; and

**WHEREAS,** Palm Beach County has granted the Town $41,588 for the purpose of replacing and improving the Kelsey Park Fitness Trail; and

**WHEREAS,** it is necessary for the Town of Lake Park to enter into a grant agreement with the Palm Beach County Department of Housing & Economic Development for such grant; and

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

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

**SECTION 1.** The foregoing recitals are incorporated herein.

**SECTION 2.** The Town Commission hereby authorizes and directs the Mayor to sign the initial grant agreement with the Palm Beach County Department of Housing & Economic Development, a copy of which is attached hereto.

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

**PALM BEACH COUNTY**
**DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT**

# INSTRUCTION TRANSMITTAL

**TO: CAPITAL IMPPROVEMENT SUBRECIPIENTS (MUNICIPALITIES)**
**RE: FY 2025-2026 CDBG Capital Improvement Agreement Date: 7/30/25**

1. **PRINT, SIGN AND RETURN: ONE (1) SINGLE-SIDED AGREEMENT, 8 ½" X 11" ONLY**, AND **THREE (3) ORIGINALS OF EACH SIGNATURE AND CERTIFICATION PAGE,** SIGNED WITH BLUE INK OR DIGITAL SIGNATURES WITH TIME & DATE STAMP.

2. **SEAL:** INCLUDE **SEAL** ON ALL (3) SIGNATURE PAGES PROVIDED.

3. **CERTIFICATE OF INSURANCE:** SEE INSURANCE REQUIREMENTS FOR (MUNICIPALITY/SUBRECIPIENT) AND PROVIDE CERTIFICATE:

   (a) INSURANCE COVERAGES MUST MEET THE INSURANCE REQUIREMENTS PER COUNTY RISK MANANGEMENT AS OUTLINED IN THE AGREEMENT.
   (b) SHOW CERTIFICATE HOLDER AS: **"PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS", C/O DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT, 100 AUSTRALIAN AVE, 5TH FLOOR, WEST PAM BEACH, FL 33406"**

4. **SIGNATORY LETTER:** A LETTER CERTIFYING THE **INDIVIDUAL(S) AUTHORIZED TO SIGN THE AGREEMENT, ANY LETTERS TO COUNTY AND REIMBURSEMENT REQUESTS ON BEHALF OF YOUR ORGANIZATION**, PROVIDED ON LETTERHEAD AND SIGNED BY AN OFFICER OF THE CORPORATION. (DISREGARD, IF ALREADY PROVIDED)

5. **SOURCE OF AUTHORITY:** THE SOURCE OF THE AUTHORITY MUST ALSO BE PROVIDED (E.G., BOARD RESOLUTION, MINUTES, BY LAW, ETC.)

6. **DONOT STAPLE DOCUMENTS. RETURN BY 9/5/2025 TO:**

**ATTN: TESSA WATTLEY**
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT
100 AUSTRALIAN AVENUE, 5TH FLOOR
WEST PALM BEACH, FL 33406 TEL: 561-233-3610/ E: TWattley@pbc.gov

# CDBG CAPITAL IMPROVEMENT AGREEMENT

# BETWEEN PALM BEACH COUNTY

# TOWN OF LAKE PARK

**THIS IS AN AGREEMENT**, ("Agreement") with an effective date of **October 1, 2025** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County, and the **Town of Lake Park**, a Municipality, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Subrecipient", having its principal office at **535 Park Avenue, Lake Park, FL 33403**.

**WHEREAS**, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-25-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

**WHEREAS,** Palm Beach County, in accordance with its **FY2025-2026** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

**WHEREAS**, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **$41,558** ("Grant Funds") to the Subrecipient in exchange for said activities.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

## 1. DEFINITIONS

(A) "**County**" means Palm Beach County.

(B) "**CDBG**" means the Community Development Block Grant Program of Palm Beach County.

(C) "**DHED**" means Palm Beach County Department of Housing & Economic Development.

(D) "**Subrecipien**t" means the **Town of Lake Park,** a Subrecipient as defined in 2 CFR Parts 184 and 200.

(E) "**DHED Approval**" means the written approval of the DHED Director or his designee.

(F) "**HUD**" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.

(G) "**Low and Moderate Income Persons**" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.

(H) "**Program Income**" means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.

(I) "**Revenues**" means funds generated by activities housed on a property assisted with CDBG funds.

(J) "**Project**" means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.

(K) "**County's Urban County Program**" shall mean the Urban County Qualification Program as defined by HUD.

## 2. PURPOSE

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit "A".

## 3. TIME OF PERFORMANCE

The County's obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The services of the Subrecipient shall be undertaken and completed by the Subrecipient by **December 31, 2026** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

## 4. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

**Capital Improvements**

The Subrecipient certifies that the activities carried out under this Agreement will Constitute **Public Facilities and Improvements, under 24 CFR 570.201(c)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of benefitting Low and Moderate Income Persons on an Area-Wide Basis**, as described in Exhibit "A" and defined in 24 CFR 570.208(a)(1)(i).

## 5. FUNDING DISBURSEMENT TO SUBRECIPIENT

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit "A". In no event shall the total funding or disbursement to be paid hereunder exceed the maximum and total authorized sum of **$41,558**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, DHED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

In order to do business with County, Subrecipient shall create a Vendor Registration Account OR activate an existing Vendor Registration Account through the County's Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService.

If Subrecipient intends to use sub-consultants, Subrecipient shall ensure that all sub-consultants are registered as consultants in VSS. All subconsultant agreements must include a contractual provision requiring that the sub-consultant register in VSS. County will not finalize an Agreement award until the County has verified that the Subrecipient and all of its sub-consultants are registered in VSS.

## 6. CONDITIONS FOR PROJECT IMPLEMENTATION

### (A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the DHED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said notification.

### (B) FINANCIAL ACCOUNTABILITY

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the Project is being managed in accordance with the requirements of this Agreement.

### (C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

### (D) PURCHASING

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede.

In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Disbursement of funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or HUD.

**7. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

**8. PROGRAM BENEFICIARIES**

At least fifty-one percent (51%) of the beneficiaries of a Project funded through this Agreement must be Low and Moderate Income Persons. If the Project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the

beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. **Upon request from DHED, the Subrecipient shall provide written verification of compliance.**

**9. AUDITS AND INSPECTIONS**

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

**10. REPAYMENT PROVISIONS**

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient. **The requirements of this Section shall survive the early termination or expiration of the Agreement.**

**11. UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

**12. REVERSION OF ASSETS**

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of $25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the County funded allocation(s) provided under the Agreement, or, pay the County the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

**13. DATA BECOMES COUNTY PROPERTY**

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Subrecipient and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, by the Office of the Inspector General pursuant to the Palm Beach County Code Section 2-421 – 2-440, as amended.

**14. INDEMNIFICATION**

Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

**15. INSURANCE BY SUBRECIPIENT**:

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A". The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

**16. CONFLICT OF INTEREST**

The Subrecipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

**17. RECOGNITION**

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

**18. ADDITIONAL REFERENCE DOCUMENTS**

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

(A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
(B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
(C) Executive Order 11478, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
(D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
(E) Florida Statutes, Chapter 112;
(F) Palm Beach County Purchasing Code;
(G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
(H) Section 448.095, Florida Statutes (F.S.) (E-Verify): https://www.e-verify.gov/
(I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

**The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.**

**19. TERMINATION AND SUSPENSION**

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) **TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

**20. SEVERABILITY OF PROVISIONS**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**21. NO ASSIGNMENT**

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

**22. AMENDMENTS**

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

**23. NOTICE**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

**Carlos R. Serrano, Deputy Director**
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

**Howard J. Falcon III, Chief Assistant County Attorney**
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

**Merrell Angstreich, Grant Writer/Chief Public Information Officer**
Town of Lake Park
535 Park Avenue
Lake Park, FL, 33403

**24. INDEPENDENT CONTRACTOR AND EMPLOYEES**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

**25. NO FORFEITURE**

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

**26. PERSONNEL**

The Subrecipient represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

**27. FEDERAL AND STATE TAX**

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

The Subrecipient shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**28. COMPLIANCE WITH ALL LAWS AND REGULATIONS**

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

**29. SCRUTINIZED COMPANIES**

(A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

(B) **When contract value is greater than $1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Subrecipient, this Agreement may be terminated and

a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

**30. SUCCESSORS AND ASSIGNS**

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

**31. INDEBTEDNESS**

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

**32. PUBLIC ENTITY CRIMES**

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**34. REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

**35. SOURCE OF FUNDING**

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

**36. PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.

D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service.

If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements.

If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.**

**37. COUNTERPARTS OF THE AGREEMENT**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**38. E-VERIFY EMPLOYMENT ELIGIBILITY**

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the

duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

## 39. CDBG SPECIFIC REQUIREMENTS

A. Compliance: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

B. Evaluation and Monitoring: The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation of activities as determined necessary by DHED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be closely monitored by DHED. **Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement**.

The Subrecipient agrees to furnish upon request to DHED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD.

The Subrecipient shall allow DHED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

Upon request, DHED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

C. Program Income: The Subrecipient shall report annually to DHED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.

D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business enterprises for supplies and services and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

E. Citizen Participation: The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DHED.

F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DHED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from DHED.

**40. INCORPORATION BY REFERENCE**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit “A”, the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit “B”, the terms of Exhibit “B” shall govern.

**41. ENTIRE UNDERSTANDING**

The County and the Subrecipient agree that this Agreement sets forth the entire understanding between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**WITNESS** our Hands and Seals on this _____ day of _____, 20___.

(SUBRECIPIENT SEAL BELOW)

**TOWN OF LAKE PARK**

By: _____
Roger D. Michaud, Mayor

By: _____
Vivian Mendez, Town Clerk

By: _____
Richard J. Reade, Town Manager

By: _____
Attorney for Subrecipient
(Signature Optional)

**IN WITNESS WHEREOF,** the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and Legal Sufficiency**

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

**Approved as to Terms and Conditions Dept. of Housing & Economic Development**

By: _____
Carlos R. Serrano
Deputy Director

# EXHIBIT "A"

## CAPITAL IMPROVEMENT PROJECT
## SCOPE OF WORK

**A. PROJECT SCOPE**: The scope of work for **Kelsey Park Fitness Trail and Equipment Replacement project** shall include, but not be limited to installation of eleven (11) new fitness stations, featuring new ADA-compliant strength and cardio fitness equipment, individual cantilevered awnings/canopies over each fitness station to provide sun protection, ADA-compliant walking path with safety surfacing between fitness stations and new signage for workout guidance and rules for equipment and Park use. Improvements typical of Park fitness ADA-compliant equipment installation type projects are deemed eligible, along with restoration of areas disturbed by the installation of the above improvements. The scope of the herein improvements may be modified based on the availability of CDBG and/or other funds.

**Project Area**: The proposed location of the improvements noted herein is as follows:

- Improvements are located within the Kelsey Park (formerly known as Lake Shore Park) at 701 Lake Shore Drive, Lake Park, FL 33403.

**The exact geographic limits of the project may be more or less than the area noted above depending on the availability of CDBG and local funds and the bid pricing.**

**The procurement process and contract award for all goods and services shall be in compliance with the Town's Procurement Code, 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.**

**B. BENEFICIARIES**

The project shall meet the CDBG National Objective of benefitting Low and Moderate Income Persons per 24 CFR 570.208(a)(1)(i) - Area Benefit, for a period of not less than five (5) years after completion of project.

The project is located in a HUD entitlement Town, and therefore, at least fifty-one percent (51%) of the beneficiaries of the CDBG-assisted facility must reside in the County's Urban County Program jurisdiction. The Urban County Program jurisdiction is defined as the unincorporated area of Palm Beach County and all municipalities within the corporate bounds of Palm Beach County, excluding the municipalities of Boca Raton, Boynton Beach, Delray Beach, Jupiter, Pahokee, Palm Beach Gardens, Wellington, and West Palm Beach.

**C. PROFESSIONAL SERVICES**: The Subrecipient, using its own resources, may retain a Florida professional consultant to provide design services to create plans and specifications for the replacement of deteriorated equipment and installation of new ADA-compliant fitness stations and equipment, shade canopies and construction of a safety walking path along fitness area, at the Kelsey Park, in the Town of Lake Park**.**

Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project.

The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient.

## D. PROCUREMENT AND CONSTRUCTION

**The procurement process and contract award for all goods and services shall be in compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.**

In the event specifications for goods, services and or construction activities are required, the following shall apply:

**NOTE: All construction work shall be included under one (1) contract**. The Subrecipient shall prepare bid package(s) complete with drawings, specifications, and any items required for competitive bid of the project scope, in accordance with Florida Statutes 255.0525 Advertising for competitive bids or proposals.

(1) The bid process shall not allow for any local procurement preferences with regard to contract award:

a. **The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by Section 3 businesses, to meet requirements of the Build America, Buy America Act (2 CFR Part 184) and the Uniform Administrative Requirements (2 CFR Part 200)**.

b. **Prior to issue of the advertisement for bid, DHED may request that the Subrecipient submits to DHED a copy of the bid document package for review to determine compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.**

c. **Following the bid process, the Subrecipient shall submit a copy of bid package to DHED including any addendums, documentation regarding any protests filed regarding the bids, a notice of contract award and a copy of the executed construction contract.**

**d. Prior to the Subrecipient's first reimbursement, DHED shall review the Subrecipient's bid process and contract award to determine compliance with all regulations applicable to CDBG funding and this Agreement.**

(2) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

(a) Clearly note that specified brand name(s) are used for descriptive purposes only,
(b) State that "approved equal" equipment or materials may be accepted, and
(c) Identify the minimum requirements to establish equality.

(3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DHED.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform DHED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project.

Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

**The Subrecipient further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.**

## E. FUNDS REIMBURSEMENT TO SUBRECIPIENT

The County agrees to disburse a total of **$41,558** in Grant Funds, on a reimbursement basis to the Subrecipient for all budgeted costs outlined per Schedule "III" and permitted by Federal, State, and County guidelines.

**The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the Effective Date of this Agreement, nor shall Subrecipient request reimbursement for payments made after the Expiration Date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any contractors and/or subcontractors hereunder**.

The Subrecipient shall request reimbursements of funds from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED.

Each request for reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the reimbursement and its amount, as well as the name and signature of the person making the request. Reimbursement shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED.

**The Subrecipient must submit written request for 100% of CDBG reimbursement no later than the 'Final Reimbursement' date as specified below**, and provided that DHED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided DHED approves such payment, the Palm Beach County Finance Department shall make final reimbursement payment as stated.

**F. PERFORMANCE REQUIREMENTS**: The time-frame for completion of the outlined activities shall be as follows:

| | |
|---|---|
| (1) **Award Construction Contract by**: | March 31, 2026 |
| (2) **Request 50% of CDBG funds from County by**: | June 30, 2026 |
| (3) **Complete CDBG funded Items and/or Construction by**: | August 31, 2026 |
| (4) **Request 100% of CDBG funds ("Final Reimbursement") by**: | September 30,2026 |
| (5) **CDBG Capital Improvement Agreement Expiration Date**: | December 31, 2026 |

If unforeseen circumstances occur that prevent the Subrecipient from meeting the performance dates and revisions are required thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised or amended.

The County Administrator, or DHED Director may, at his/her sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Final Reimbursement Date for completion of the activities herein, and the Expiration Date of the Agreement, may be revised only by an Amendment to the Agreement.

**The Subrecipient may be subject to decrease and/or recapture of project funds by the County if the above Performance Requirements are not met.**

**Failure by the Subrecipient to comply with these requirements may negatively impact Subrecipient's ability to receive future grant awards.**

G. **ASBESTOS REQUIREMENTS**: The Subrecipient shall comply with all applicable requirements contained in Schedule "II", attached hereto, for construction work in connection with the project funded through this Agreement.

H. **DAVIS-BACON AND RELATED ACTS (DBRA)**

The Davis-Bacon and Related Acts applies to contractor and subcontractors performing on federally funded or assisted contracts in excess of $2000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

Davis-Bacon Act and Related Act requires that contractors and subcontractors must pay their laborers and mechanics employed under such contracts no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Final Rule Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract.

The Subrecipient shall require the contractor to include these Federal Requirements and Wage Decision(s) in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

(1) Compliance with applicable DBRA Wage Decisions(s) or salaries per trade.
(2) Use of the Labor Compliance Reporting System (LCRS) to record work performed.
(3) Contractor and sub-contractor debarment affidavits.
(4) Obtaining contractor and subcontractor certified payrolls.
(5) Review of certified payrolls and documentation related thereto.
(6) Compliance actions for payroll related issues.
(7) Employee/worker interviews and follow-up review of certified payrolls.
(8) Ensure restitution due underpaid workers has been paid prior to project completion.

The Subrecipient shall certify, at the time they request a reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved. The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting a reimbursement request to DHED. **DHED must approve release of retainage/final payment**. The Subrecipient shall provide to DHED, certification that the project meets DBRA compliance and all workers have been paid in accordance with DBRA and all applicable federal requirements.

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time, as outlined under 'County Responsibilities', of this Agreement.

## I. BUILD AMERICA BUY AMERICA ACT (BABAA)

Subrecipient shall comply with the requirements of the Build America, Buy America Act (BABAA), 41 USC 8301, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABAA requirements, unless excepted by a waiver.

Subrecipient acknowledges that any funds received by the County from HUD, subsequent to November 14, 2022 are subject to the Federal Build America, Buy America Act, as described in 2 CFR Part 184 which states that the provided funds may not be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and

(2) All manufactured products used in the project are produced in the United States – This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. **Subrecipient must complete and provide** all documentation related to the BABAA, as provided by DHED.

## J. REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS)

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project. The Subrecipient's contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking.

The LCRS is available for use 24-hours a day, seven (7) days a week, at no cost for reporting weekly certified payrolls, labor hours on Section 3 Covered Projects, and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process

of reviewing payrolls, approving progress payments to contractors and reimbursement payments to Subrecipients/developers.

**User Responsibilities**

(1) Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
(2) Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
(3) Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
(4) Subrecipient shall require all fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

**Disclaimer of Warranties for LCRS**

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

(1) The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
(2) The service will meet Subrecipient's requirements or expectations.
(3) Any stored data will be accurate or reliable.
(4) The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations. Errors or defects will be corrected.
(5) The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed by County to the maximum extent permitted by applicable law.

## K. INSURANCE BY SUBRECIPIENT

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Subrecipient represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Subrecipient is not self-insured, Subrecipient shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute. Should Subrecipient purchase excess liability coverage, Subrecipient agrees to include County as an Additional Insured. The Subrecipient agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

(1) **Waiver of Subrogation**: Except where prohibited by law, Subrecipient hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Subrecipient shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Subrecipient enter into such an agreement on a pre-loss basis.

(2) **Certificates of Insurance**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County, a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

**The Certificate Holder shall read**:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

When requested, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Subrecipient of its liability and obligations under this Agreement.

(3) **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

## L. INSURANCE BY SUBRECIPIENT'S CONTRACTOR

Should Subrecipient contract with a third-party (Contractor) to perform any service related to the Agreement, the Subrecipient shall require the Contractor to provide the following minimum insurance coverage at its sole expense, in full force and effect, at all times during the term of

Contract and this Agreement, per the insurance coverage and limits (including endorsements) as described herein. Failure of the Subrecipient's Contractor to maintain the required insurance shall be considered default of the Contract.

The requirements contained herein, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract or this Agreement.

**Upon award of construction contract, the Subrecipient's Contractor shall provide to DHED, evidence of the following minimum insurance coverage**:

(1) **Commercial General Liability**: Contractor shall maintain limit of liability insurance with minimum limits of **$1,000,000** combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Subrecipient and County as Additional Insureds. Subrecipient shall also require that the Contractor include a Waiver of Subrogation against County.

(a) **Additional Insured Endorsement**: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured"**. A copy of the endorsement shall be provided to County upon request.

(2) **Business Automobile Liability**: Insurance with minimum limits of **$1,000,000** combined single limits for property damage and bodily injury per occurrence. In the event the Contractor owns no automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating the Contractor does not own any vehicles and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase "Owned Auto" coverage as of the date vehicle(s) acquired. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage.

(3) **Workers' Compensation**: Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

(4) **Pollution Liability/Environmental Impairment Liability**: If asbestos remediation is required, the successful bidder shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than **One Million Dollars ($1,000,000) per occurrence** providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. Policy will include coverage for asbestos abatement operations and disposal. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars ($10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder's acceptability of a higher self-insured retention or deductible in relationship to successful bidder's financial condition.

(5) **Waiver of Subrogation**: Except where prohibited by law, Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

(6) **Certificates of Insurance**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County, the Contractor's signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

**The Certificate Holder shall read**:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

As previously stipulated, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing Contractor's insurance, upon request. Compliance with the foregoing requirement shall not relieve the Contractor or Subrecipient of its liability and obligations under this Agreement.

(7) **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

**M. BONDING REQUIREMENTS**: The Subrecipient shall comply with the requirements of 2 CFR Part 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current dollar amount set by the Federal Acquisition Regulation at 48 CFR subpart 2.1, which is adjusted periodically for inflation in accordance with 41 U.S.C. 1908, defined by HUD as Simplified Acquisition Threshold (SAT), the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time

specified. In addition, for contracts exceeding the current SAT, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida.

The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current SAT.

**N.** **CONSTRUCTION PAYMENT RETAINAGE**: Throughout the term of this Agreement, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment. **Subrecipient shall provide documentation to DHED and receive approval for satisfaction of project requirements, prior to the Subrecipient releasing retainage/final payment to the Contractor.**

**O.** **REPORTS**: Upon request, the Subrecipient shall submit to DHED a Project Report in the form provided as Schedule “I” to this Agreement, and/or any other forms as may be determined to be required by DHED.

**P.** **USE OF THE PROJECT FACILITY/PROPERTY**: The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

(1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

(a) The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
(b) The requirements of paragraph (2) of this section are met.

(2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the

facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property.

The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

(3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

(4) Upon DHED request, Subrecipient shall submit a certification regarding use of the project facility/property in a form provided by DHED.

**The provisions of this clause shall survive the expiration or early termination of this Agreement.**

**Q.** **HUD SECTION 3 REQUIREMENTS**: The Subrecipient agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C § 1701u) and 24 CFR Part 75, as applicable to Section 3 Covered Projects as defined by HUD, in 24 CFR Part 75.3(a)(2) when funded, in part or in whole, through this Agreement and awarded for Section 3 Covered Projects.

For purposes of this Agreement, the requirements of Section 3 Covered Projects shall apply to the construction contract with the prime contractor covering all construction work associated with the Project, all subcontracts arising from said construction contract, (excluding licensed professional services contracts) entered into after November 30, 2020.

(1) **Section 3 Reporting Requirements**: All Labor hours for a Section 3 Covered Project; all labor hours for Section 3 Workers; and all labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75, shall to be reported to the County through the Labor Compliance Reporting System (LCRS) throughout the Section 3 Covered Project. See Exhibit “A” - Section (J): Required Use of the Labor Compliance Reporting System (LCRS).

(i) **Additional Section 3 reporting requirements**: In the event Section 3 benchmark goals identified in 24 CFR Part 75 are not met at completion of a Section 3 Covered Project, the Subrecipient must also submit a written report to the County on the qualitative nature of its activities and those of its contractors and subcontractors pursued per 24 CFR Part 75.

(2) **Section 3 Clause**: The Subrecipient shall include the following, referred to as the "**Section 3 Clause",** in every solicitation and every contract and subcontract issued after November 30, 2020, for every Section 3 Covered Project:

**Section 3 Clause**

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C. §170 1u), final rule requirements for CDBG, and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly those who are recipients of HUD assistance for housing. Section 3 applies to training or employment arising in connection with HUD-funded housing rehabilitation, housing construction, or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects. These opportunities are, to the greatest extent feasible, required to be given to low- and very low-income persons and business concerns that provide economic opportunities to low- or very low-income persons.

(ii) The Section 3 Clause provides that total labor hours for the project shall be reported; labor hours for Section 3 Workers shall be reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 shall be reported by the Subrecipient, to the County for submittal to the Department of Housing and Urban Development.

(iii) The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.

(iv) Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

**R. ENVIRONMENTAL CONDITIONS**: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until DHED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to DHED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project.

The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

## S. COUNTY RESPONSIBILITIES

(1) Provide funding for the above-specified improvements as described in the "Project Scope", during the term of this Agreement, in the amount of **$41,558**. However, the County shall not be obligated to provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.

(2) County reserves the right to withhold funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's construction contract has been procured in compliance with applicable requirements for the CDBG funds provided under this Agreement.

(3) Provide technical assistance to the Subrecipient when requested, or as determined by DHED.

(4) Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.

(5) Allowable costs that may be paid by the County under this Agreement in addition to those stated in Exhibit "A' – Scope of Work, Section A. above:

(a) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.

(b) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

# SCHEDULE "I"

# PROJECT REPORT

| Reporting Period: | Month | | Year | |
|---|---|---|---|---|
| Subrecipient/Participant: | | | | |
| Project Name & Location: | | | | |
| Agreement/ MOU & Date | | | | |
| Revisions/ Amendments & Date | | | | |

**A. Agreement/ MOU Expenditure Requirements (Cumulative)**

| | | |
|---|---|---|
| | $0.00 | |
| 50% benchmark | $0.00 | |
| 100% benchmark | $0.00 | *Total DHED Funding Amount* |

**B. Reimbursement/Disbursement/Payment/Draw Requests**

1. Enter information in the BLUE cells only.
2. In Column C, enter the projected amount to be requested. Projections should meet the benchmarks of the County agreement.
3. In Column D, enter the actual amount that was requested.

| A | B | C | D | E | F |
|---|---|---|---|---|---|
| **Reporting Period** | **Cumulative Requirement per Agreement** | **Amount Requested per month (Projected)** | **Amount Requested per month (Actual)** | **Cumulative Reimb Request (Actual)** | **Funding Balance Remaining** |
| Oct-25 | | | | 0.00 | 0.00 |
| Nov-25 | | | | 0.00 | 0.00 |
| Dec-25 | | | | 0.00 | 0.00 |
| Jan-26 | | | | 0.00 | 0.00 |
| Feb-26 | | | | 0.00 | 0.00 |
| Mar-26 | | | | 0.00 | 0.00 |
| Apr-26 | | | | 0.00 | 0.00 |
| May-26 | | | | 0.00 | 0.00 |
| Jun-26 | | | | 0.00 | 0.00 |
| Jul-26 | | | | 0.00 | 0.00 |
| Aug-26 | | | | 0.00 | 0.00 |
| Sep-26 | | | | 0.00 | 0.00 |
| Oct-26 | | | | 0.00 | 0.00 |
| Nov-26 | | | | 0.00 | 0.00 |
| Dec-26 | | | | 0.00 | 0.00 |
| Jan-27 | | | | 0.00 | 0.00 |
| **TOTAL FUNDING** | | 0.00 | 0.00 | | |
| | *difference to total funding* | $0.00 | $0.00 | | |

# PROJECT REPORT (CONT'D)

**C. Amounts Budgeted/ Expended to date:**

Enter all funding sources for the project including non-DHED funds.

| Funding Source | $ Budgeted | $ Expended | Percentage Expended | Requested for Reimbursement |
|---|---|---|---|---|
| DHED Funds (Specify Program) | $0.00 | $0.00 | | $0.00 |
| Other Funds (Specify) | | | | |
| Other Funds (Specify) | | | | |
| Other Funds (Specify) | | | | |
| Total | $0.00 | $0.00 | | |

**D. Describe any changes in funding amounts or sources of funds.**

**E. Performance Requirements**

Enter the projected and actual dates for each Performance Benchmark. For benchmarks with a "Required Date", enter Y or N in the "Benchmark Met" column to indicate whether the required date was met.

| Benchmark | Required Date | Projected Date | Actual Date | Benchmark Met Y/N |
|---|---|---|---|---|
| Start Design | | | | |
| Complete Design | | | | |
| Advertisement Date | | | | |
| Bid Opening Date | | | | |
| Contract Award Date | | | | |
| Submit 50% Reimbursement Request | | | | |
| Complete Construction | | | | |
| Submit 100% Reimbursement Request | | | | |

**F. Describe any project planning/ schedule/ design/ procurement/ construction during this reporting period.**

**G. Report prepared by:**

| | | |
|---|---|---|
| Name: | | Signature: |
| Phone: | | |
| Date: | | |

Send report to: Bud Cheney or Project Coordinator, CIREIS Division
Housing & Economic Development
100 Australian Ave, Suite 500
West Palm Beach, FL 33406

## SCHEDULE "II"

## ASBESTOS REQUIREMENTS
## SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

### I. DEFINITIONS

ACBM: Asbestos Containing Building Materials
AHERA: Asbestos Hazard Emergency Response Act
EPA: Environmental Protection Agency
FLAC: Florida Licensed Asbestos Consultant
FRSA: Florida Roofing Sheet Metal and Air Conditioning Contractors Association
DHED: Palm Beach County Department of Housing and Economic Development
NESHAP: National Emission Standards for Hazardous Air Pollutants
NRCA: National Roofing Contractors Association
NVLAP: National Voluntary Laboratory Accreditation Program
OSHA: Occupational Safety and Health Administration
PBCAC: Palm Beach County Asbestos Coordinator (in Risk Management)
PLM: Polarized Light Microscopy
RACM: Regulated Asbestos Containing Materials
RFCI: Resilient Floor Covering Institute
TEM: Transmission Electron Microscopy

### II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

A. For Renovation Projects (projects which will be reoccupied):

(a) Point counting must be conducted for all regulated asbestos containing materials (RACM)indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
1. Assume the material is greater than 1% and treat it as RACM, or
2. Require verification by point counting.

(b) Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)

(c) Joint compound shall be analyzed as a separate layer.

(d) Roofing material shall be sampled only if a renovation requires the roof to be disturbed. (In lieu of sampling the roof, it will be presumed to contain asbestos)

B. For Demolition Projects:

(a) Point counting should be conducted for all RACM indicating 1% - 10% asbestos by PLM analysis. This includes joint compounds (to be analyzed as a separate layer and vinyl asbestos tile. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
   1. Assume the material is greater than 1% and treat it as RACM, or
   2. Require verification by point counting

(b) Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)

(c) All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content.

(d) Roof materials shall be presumed to be asbestos containing.

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by DHED. A copy of the completed survey will be forwarded to the Subrecipient and PBCAC.

## III. ASBESTOS ABATEMENT

A. <u>RENOVATION</u>

(a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor (FLAC) under the direction of a FLAC prior to demolition. Exceptions may be granted by DHED <u>prior</u> to the removal, (such as asbestos containing roofs, transite pipe) The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.

(b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.

(c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED and the PBCAC.

   1. An Asbestos Abatement Specification (Work Plan), sealed by a FLAC.
   2. Pre and Post Job submittals, reviewed and signed by the FLAC.

(d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.

(e) Materials containing less than <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc.

The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation (OSHA), "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DHED and PBCAC prior to removal of the materials.

B. DEMOLITION

All "friable" ACBM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of friable materials include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile and mastic which is not intact, asbestos containing joint compound, asbestos cement panels/pipes/shingles ("transite"), etc.

Intact resilient tile and mastic and intact asbestos roofing materials, may be demolished with the structure, using adequate controls (e.g. Wet method) by a demolition contractor provided the contractor is made aware of the asbestos containing materials and exercises adequate control methods/techniques (wet methods, etc.). In all cases, demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. Any exceptions to these guidelines shall be requested through and approved by DHED prior to the removal (such as asbestos containing roofs, transite pipe). Exceptions may be granted by DHED prior to the removal, (i.e., asbestos containing roofs, transite pipe). The Subrecipient must obtain approval for all exceptions from DHED and the PBCAC

(a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.

(b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the PBC/DHED and reviewed by the PBCAC.

1. An Asbestos Abatement Specification (Work Plan), sealed by a FLAC.
2. Pre and Post Job submittals, reviewed and signed by the FLAC.

(c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.

(d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.

(e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.

(f) For all demolitions involving asbestos containing floor tile, asbestos containing roofing material and materials containing <1%, the Demolition Contractor shall submit the following documents to DHED. DHED will provide a copy of these documents to PBCAC.

1. Signed statement that the demolition contractor has read and understood the requirements for complying with EPA, OSHA, and the State of Florida Licensing regulations for demolition of structures with asbestos materials.

2. Submit a plan for the demolition of asbestos containing roofing and floor tile. State if these materials are likely to remain intact. Include in the plan what shall occur if materials become "not intact."

3. Submit a plan for compliance with OSHA requirements such as but not limited to: competent person, establishing a regulated area, asbestos training of workers, respiratory protection, use of disposable suits, air monitoring, segregation of waste, containerizing asbestos waste, waste disposal.

(g) If materials are discovered that are suspected asbestos materials that were not previously sampled, stop all work that will disturb these materials and immediately notify DHED.

## IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For lesser quantities, the Subrecipient (or its contractor) shall provide a courtesy notification to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos renovation. The removal of vinyl asbestos floor tile and linoleum shall be considered regulated. Asbestos roof removal requires a notification at least three (3) working days prior to the removal.

B. DEMOLITION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent return receipt requested to the address shown below, with a copy to DHED. DHED shall provide a copy to the PBCAC. All fees shall be paid by the Subrecipient.

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street, Post Office Box 29
West Palm Beach, Florida 33402

## V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

(a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991

(b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

(c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992

(d) Demolition practices under the Asbestos NESHAP, EPA Region IV

(e) Asbestos NESHAP Adequately Wet Guidance

(f) Florida State Licensing and Asbestos Laws
1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors.

(g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, September 1998, or current version.

(h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association (FRSA), June 1995, or current version.

(i) US Department of Labor, OSHA Standard Interpretation

1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

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# SCHEDULE "III"

## ESTIMATE OF PROBABLE CONSTRUCTION COST AND PROJECT BUDGET

**ORGANIZATION: Town of Lake Park**
**PROGRAM: CAPITAL IMPROVEMENTS - Kelsey Park Fitness Trail and Equipment Replacement**
**FY 2025-2026 PALM BEACH COUNTY CDBG**

**CONTACT NAME: Merrell Angstreich**
**TITLE: Grant Writer/Chief Public Infor. Officer**
**PHONE: 561-882-1819**

**A. CAPITAL IMPROVEMENTS**

| No. | Deliverables Description | Quantity | Cost | Lake Park Funding | % Alloc to Program | County CDBG Funding | % Alloc to Program | TOTAL |
|---|---|---|---|---|---|---|---|---|
| 1 | **GC General Conditions & Permit and Engineering Fees** | 1 | $ 4,050.00 | $4,050 | 0% | $0 | 0% | $4,050 |
| 2 | **Demolition:** Removal of Existing Equipment and Grade Prep | 1 | $ 1,288.00 | $1,288 | 0% | $0 | 0% | $0 |
| 3 | **Fitness Equipment (Furnish and Install)**: | | | | | | | |
| | Captain's Chair (In-Ground Mount) | 1 | $ 5,088.00 | $0 | 0% | $ 5,088.00 | 0% | $5,088 |
| | Roman Chair Squat | 1 | $ 2,490.00 | $0 | 0% | $ 2,490.00 | 0% | $2,490 |
| | Step-up Fitness Station | 1 | $ 2,185.00 | $0 | 0% | $ 2,185.00 | 0% | $2,185 |
| | Sit-up Station | 1 | $ 2,003.00 | $0 | 0% | $ 2,003.00 | 0% | $2,003 |
| | Knee Lift Station | 1 | $ 892.00 | $0 | 0% | $ 892.00 | 0% | $892 |
| | Chin-up (Accessible, In-Ground) | 1 | $ 2,173.00 | $0 | 0% | $ 2,173.00 | 0% | $2,173 |
| | Fitness Overhead Ladder | 1 | $ 2,671.00 | $0 | 0% | $ 2,671.00 | 0% | $2,671 |
| | Assisted Functional Trainer | 1 | $ 3,626.00 | $0 | 0% | $ 3,626.00 | 0% | $3,626 |
| | Skill Trainer | 1 | $ 4,111.00 | $0 | 0% | $ 4,111.00 | 0% | $4,111 |
| | Fitness Sign Posts @ $319 ea. | 3 | $ 957.00 | $0 | 0% | $ 957.00 | 0% | $957 |
| | Coastal Paint Application ( All Metal Components) | 1 | $ 5,000.00 | $0 | 0% | $ 5,000.00 | 0% | $5,000 |
| | Certified Playground Installation (3 Year Warranty) | 1 | $ 13,000.00 | $2,638 | 0% | $ 10,362.00 | 0% | $13,000 |
| 4 | **Shade Structures (Furnish and Install)**: | | | | | | | |
| | Umbrella Canteliver Square (10x10) | 9 | $ 6,618.75 | $ 6,618.75 | 0% | $0 | 0% | $6,619 |
| | Umbrella Canteliver Square (12x12) | 1 | $ 9,478.00 | $ 9,478.00 | 0% | $0 | 0% | $9,478 |
| | T-Canteliver Shade (18x10x12) | 1 | $ 10,452.00 | $ 10,452.00 | 0% | $0 | 0% | $10,452 |
| | Shade Footer Size 2 (Medium, each) $4680 | 12 | $ 56,160.00 | $ 56,160.00 | 0% | $0 | 0% | $56,160 |
| | Feestanding Shade Installation (Certified Installer) | 1 | $ 46,310.00 | $ 46,310.00 | 0% | $0 | 0% | $46,310 |
| | Signed/Sealed FBG 2023 Building Code Drawings | 1 | $ 1,350.00 | $ 1,350.00 | 0% | $0 | 0% | $1,350 |
| | Permit Costs (Estimate) | 1 | $ 1,500.00 | $ 1,500.00 | 0% | $0 | 0% | $1,500 |
| 5 | **Delivery Freight For Equipment** | 1 | $ 7,604.45 | $ 7,604.45 | 0% | $0 | 0% | $7,604 |
| 6 | **Grading Work for Fitness Trails and New Structures** | 1 | $ 30,000.00 | $ 30,000.00 | 0% | $0 | 0% | $30,000 |
| 7 | **Miscellaneous(Signage, Contingency, Additional Fees)** | 1 | $ 10,000.00 | $ 10,000.00 | 0% | $0 | 0% | $10,000 |
| *8 | **ADA-Compliant Safety Mulch for Walking Path** | 1 | $ 50,625.00 | $ 50,625.00 | 0% | $0 | 0% | $50,625 |
| | **OPTION #1 - Equipment and Construction Cost Estimate** (except *8) | | **$ 279,632.20** | $238,074 | 0% | $41,558 | 0% | $279,632 |
| *8 | **Furnish and Install Rubberized Walk/Trail Material** | 1 | $ 297,472.50 | | | | | |
| | **OPTION #2 - Equipment and Construction Cost Estimate** (Incl.*8) | | **$ 526,479.70** | $0 | 0% | $0 | 0% | $0 |
| | **TOTAL PROGRAM BUDGET** | | | **$238,074** | | **$41,558** | | **$279,632** |

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# EXHIBIT "B"

## COMMUNITY DEVELOPMENT BLOCK GRANT
## FEDERAL PROVISIONS AND CERTIFICATIONS
## INCLUDING 2 CFR Part 200 Appendix II

Contractor shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced.

**1. Equal Opportunity Requirements**.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Agreement, the contractor agrees as follows:

**(a)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(b)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

**(c)** The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(d)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the agency contracting officer ,advising the said labor union or workers' representatives of the contractor's commitments..

**(e)** The contractor and all subcontractors of contractor will comply with all provisions Department of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(f)** The contractor will furnish all information and reports and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(g)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(h)** The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**2. <u>Contract Work Hours and Safety Act</u> (40 U.S.C. § 3702 and 3704).**

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of $100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

**(a) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(b) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

**(c) Withholding for unpaid wages and liquidated damages.** The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

**(d) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**3. <u>Clean Air Act Clean Water Act (for contracts exceeding $150,000).</u>**

**(a) Clean Air Act (Contracts in excess of $150,000)**

**(1)** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

**(2)** The contractor agrees to report each violation to County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

**(3)** The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

**(b) Federal Water Pollution Control Act (Contracts in excess of $150,000)**

**(1)** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

**(2)** The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

**(3)** The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

**4. Suspension and Debarment (Certification required).**

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

**5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).**

Contractors who apply or bid for or receive an award of $100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Subrecipient, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

**6. Recovered Materials.**

Under the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6962, as implemented at 40 CFR part 247 and in the performance of this Agreement, the Contractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:
https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

**(a) Definitions.**

**Backhaul** means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

**Covered foreign country** means: the People's Republic of China

**Covered telecommunications equipment or services** means:

1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**Interconnection arrangements** means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

**Reasonable inquiry** means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

**Roaming** means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

**Substantial or essential component** means any component necessary for the proper function or performance of a piece of equipment, system, or service.

**Telecommunications equipment or services** means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

**(b) Prohibitions.**

**(1)** Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

**(2)** Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**(c) Exceptions.**

**(1)** This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

**(2)** By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

**(d) Reporting requirement.**

**(1)** In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

**(2)** The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE)

code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

**(e) Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

**8. Domestic Preference for Procurements.**

**(a)** As appropriate, and to the extent consistent with law, the contractor/subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

**(b) For purposes of this clause**:

**(1) "Produced in the United States"** means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

**(2)** "**Manufactured products**" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**(c)** Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

**9. Notice of County Reporting Requirements.**

**(a) General.** The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

**(1)** It is important that the contractor is aware of these reporting requirements, as the County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

**(2)** Contractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

**(3)** Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

**(b) Applicable Reporting Requirements.** Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor shall comply with any and all reporting requirements.

**10. Records Requirements.**

**(a) Records Retention.** Pursuant to 24 CFR § 570.502, Contractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in § 91.520 of this title, in which the specific activity is reported on for the final time.

**(b)** Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and

**(c)** Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

**(d) Access to Records.** The following access to records requirements apply to this Agreement:

**(1**) The contractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use.

This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

**(2)** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**11. Compliance with Federal Laws.** This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

**12. False Statements.** The Contractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**13. No Obligation by the U.S. Government.** The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor, the County or any third party resulting from the performance of this Agreement.

**14. Increasing Seat Belt Use in the United States.** County encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

**15. Reducing Text Messaging While Driving.** County encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

**16. Title VI of the Civil Rights Act of 1964.** The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

**17. Affirmative Socioeconomic Steps**. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.

**18.** **Reimbursement**: under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

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**SCHEDULE "I"**
(TO EXHIBIT "B" )

**CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

The Subrecipient certifies that:

**1.** This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

**2.** The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

**3.** This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.

**4.** The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **Town of Lake Park**

ADDRESS: **535 Park Avenue, Lake Park, FL 33403**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:

**Richard J. Reade, Town Manager** **Date**

**SCHEDULE "II"**
(TO EXHIBIT"B")

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding $100,000)

The undersigned Subrecipient certifies, to the best of his or her knowledge, that:

**1.** No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**2.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**3.** The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient, **Town of Lake Park**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

**Richard J. Reade, Town Manager** **Date**

# Town of Lake Park Town Commission

## Agenda Request Form

| | |
|---|---|
| **Meeting Date:** | September 03, 2025 |
| **Originating Department:** | Public Works |
| **Agenda Title:** | Resolution 58-09-25 – Evaluation Committee Ranking and Authorization to Negotiate – RFQ #116-2025 – Specialized Landscape Maintenance Services - Park Avenue Corridor, 10th Street Corridor, Downtown Alleyways, Centennial Memorial Park, CRA Parking Lot and Bert Bostrom Park |

**Approved by Town Manager:** _____ **Date:** _____

| | | | |
|---|---|---|---|
| **Cost of Item:** | $ 0.00 | **Funding Source:** | N/A |
| **Account Number:** | N/a | **Finance Signature:** | *Barbara A. Gould* |

**Advertised:**
**Date:** _____ **Newspaper:** _____

**Attachments:**
1) Resolution 58-09-25 Authorizing Public Works to Negotiate for Specialized Landscape Maintenance Services
2) Evaluation Committee Meeting Minutes for RFQ #116-2025

**Please initial one:**

_____ Yes, I have notified everyone.

X Not applicable in this case

**Summary Explanation/Background:**

The Public Works Department recommends that the Town Commission approve the evaluation committee's ranking for Request for Qualifications (RFQ) #116-2025, for Specialized Landscape Maintenance Services - Park Avenue Corridor, 10th Street Corridor, Downtown Alleyways, Centennial Memorial Park, CRA Parking Lot and Bert Bostrom Park, issued on June 15, 2025, and closed on July 22, 2025.

Following the closing of the RFQ, the Town received qualification packages from the following firms:

Christ Wayne and Associates, Inc.
Valleycrest

The RFQ was publicly advertised in accordance with the Town's Purchasing Code and Florida's Consultants' Competitive Negotiation Act (CCNA), Chapter 287.055, Florida Statutes. The evaluation committee reviewed and scored all submittals based on the published criteria (Attached are the Evaluation Committee Meeting Minutes, which include evaluation and scoring sheets and an overall scoring summary as calculated by the Town Clerk's office).

The final ranking is as follows:

Christ Wayne and Associates, Inc.
Valleycrest

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including, but not limited to, Notice to Negotiate, final scoring matrix, RFQ 116-2025, and published addenda and the RFQ Advertisement, as required.

Approval of this action will authorize staff to negotiate a scope of services and fee with Christ Wayne and Associates, Inc., the top-ranked firm, for subsequent presentation to the Town Commission.

**Recommendation:**

I move to approve Resolution 58-09-25 accepting the evaluation committee's ranking of firms for RFQ #116-2025 and authorizing the CRA Administrator and Public Works Director to negotiate with Christ Wayne and Associates, Inc. for Specialized Landscape Maintenance Services - Park Avenue Corridor, 10th Street Corridor, Downtown Alleyways, Centennial Memorial Park, CRA Parking Lot and Bert Bostrom Park.

**RESOLUTION 58-09-25**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ACCEPTING THE EVALUATION COMMITTEE'S RANKING OF FIRMS FOR RFQ #116-2025 – SPECIALIZED LANDSCAPE MAINTENANCE SERVICES, AND AUTHORIZING THE CRA ADMINISTRATOR AND PUBLIC WORKS DIRECTOR TO NEGOTIATE WITH THE TOP-RANKED FIRM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town of Lake Park, Florida ("Town") issued a Request for Qualifications (RFQ #116-2025) on June 15, 2025, for Specialized Landscape Maintenance Services, in accordance with the Consultants' Competitive Negotiation Act (CCNA), Chapter 287.055, Florida Statutes; and

**WHEREAS,** the RFQ was publicly advertised and closed on July 22, 2025, and qualification packages were received from the following firms:

- Christ Wayne and Associates, Inc.
- Valleycrest

**WHEREAS,** the evaluation committee reviewed all qualification packages and scored them based on the published criteria; and

**WHEREAS,** the evaluation committee's final ranking is as follows:

1. **Christ Wayne and Associates, Inc.**
2. **Valleycrest**

**WHEREAS,** the Town Commission has reviewed the ranking and finds it to be in the best interest of the Town to accept the evaluation committee's recommendation and authorize negotiations with the top-ranked firm**;**

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

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Town Commission hereby accepts the evaluation committee's ranking of firms for RFQ #116-2025 for Specialized Landscape Maintenance Services.

**Section 3.** The CRA Administrator and Public Works Director are hereby authorized to negotiate a scope of services and fee with Christ Wayne and Associates, Inc., the Top-Ranked Firm, and present a proposed agreement to the Town Commission for approval at a future meeting.

**Section 4.** This Resolution shall take effect immediately upon adoption.

# Evaluation Committee Meeting Minutes

Town of Lake Park, Florida

**Specialized Landscape Maintenance Services**

**Request for Qualifications (RFQ) #116-2025**

Wednesday, August 13, 2025 11:30 A.M.

Commission Chamber, Town Hall, 535 Park Avenue

The Evaluation Committee Meeting for RFQ 116-2025 was held on Wednesday, August 13, 2025 at 11:30am. Present was Capital Projects Manager John Wille, Town Planner Anders Viane, Sanitation Foreman Dwayne Bell, Special Events Director Riunite Franks, CRA Administrator Allison Justice and Deputy Town Clerk Laura Weidgans. A representative from Chris Wayne & Associates was in attendance (Exhibit A).

Deputy Town Clerk Weidgans called the meeting to order at 11:31am. The Committee introduced themselves and read their scores out load for each applicant. Chair Wille submitted the scoring sheets as Exhibit B. Deputy Town Clerk Weidgans read the total scores as follows:

1) Chris Wayne & Associates- 437 points total
2) ValleyCrest- 434 points total

CRA Administrator Justice spoke about the selection process and that it was not solely based on price, but also on qualifications.
Chair Wille announced that the results would be posted shortly and that the next step would be to issue a letter of intent to negotiate.

**ADJOURNMENT:**

The meeting was adjourned at 10:39am

Laura Weidgans

Digitally signed by Laura Weidgans
DN: cn=Laura Weidgans, o=Town of Lake Park, ou=Deputy Town Clerk, email=lweidgans@lakeparkflorida.gov, c=US
Date: 2025.08.13 11:56:04 -04'00'

Deputy Town Clerk
Laura Weidgans

| | | | | | |
|---|---|---|---|---|---|
| | **Project #** | 116-2025 | | | **August 13, 2025** |
| | **PROJECT:** | Town Hall | | | 11:30am |

## Evaluation Committee Meeting Sign-in Sheet

| | CONTACT NAME & COMPANY | ADDRESS | PHONE | FAX | EMAIL ADDRESS |
|---|---|---|---|---|---|
| 1 | CWA | 15863 97TH DR. N. JUPITER FL 33478 | 561.746.4225 | | CHRIS@CHRISWAYINC.COM |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |

Exhibit A

Exhibit 3

# RFQ #116 2025

## Specialized Landscape Maintenance Services

## EVALUATION AND SCORING SHEET

| Category | Chris Wayne & Associates | ValleyCrest |
|---|---|---|
| Relevant Urban Landscape Experience (25 pts) | 25 | 25 |
| Turf & \|Hedge Maintenance Experience (20 pts | 20 | 20 |
| Personnel Certifications & Capacity (15 pts) | 14 | 10 |
| Irrigation System Maintenance Proficiency) (10 pts) | 10 | 10 |
| Responsiveness to RFQ (10 pts) | 7 | 5 |
| References and Client Satisfaction (10 pts) | 10 | 10 |
| Fee Schedule (10 pts) | 10 | 7 |
| Total Score: | 96 | 87 |
| Ranking | 1 | 2 |

Evaluator: Anders Viane 8-13-25

Written Name: Date:

Anders Viane

Signature

# RFQ #116 2025

## Specialized Landscape Maintenance Services

## EVALUATION AND SCORING SHEET

| Category | Chris Wayne & Associates | ValleyCrest |
|---|---|---|
| Relevant Urban Landscape Experience (25 pts) | 15 | 10 |
| Turf & \|Hedge Maintenance Experience (20 pts | 5 | 5 |
| Personnel Certifications & Capacity (15 pts) | 12 | 14 |
| Irrigation System Maintenance Proficiency) (10 pts) | 8 | 10 |
| Responsiveness to RFQ (10 pts) | 10 | 10 |
| References and Client Satisfaction (10 pts) | 10 | 10 |
| Fee Schedule (10 pts) | 10 | 5 |
| Total Score: | 70 | 64 |
| Ranking | 1st | 2nd |

Evaluator: Dwayne Bell, Sr. 8/12/2025

Written Name: Date:

Signature

# RFQ #116 2025

## Specialized Landscape Maintenance Services

## EVALUATION AND SCORING SHEET

| Category | Chris Wayne & Associates | ValleyCrest |
|---|---|---|
| Relevant Urban Landscape Experience (25 pts) | 22 | 24 |
| Turf & \|Hedge Maintenance Experience (20 pts | 17 | 19 |
| Personnel Certifications & Capacity (15 pts) | 14 | 15 |
| Irrigation System Maintenance Proficiency) (10 pts) | 8 | 10 |
| Responsiveness to RFQ (10 pts) | 10 | 10 |
| References and Client Satisfaction (10 pts) | 10 | 10 |
| Fee Schedule (10 pts) | 9 | 10 |
| Total Score: | 90 | 94 |
| Ranking | 2 | 1 |

Evaluator: Riunite Franks 8/13/25

Written Name: Date:

Signature

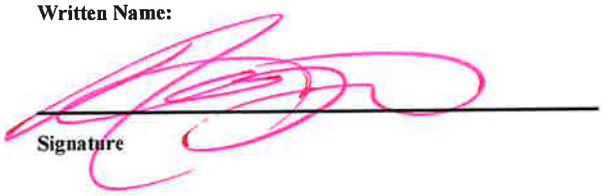
# RFQ #116 2025

## Specialized Landscape Maintenance Services

## EVALUATION AND SCORING SHEET

| Category | Chris Wayne & Associates | ValleyCrest |
|---|---|---|
| Relevant Urban Landscape Experience (25 pts) | 24 | 25 |
| Turf & \|Hedge Maintenance Experience (20 pts | 19 | 20 |
| Personnel Certifications & Capacity (15 pts) | 13 | 14 |
| Irrigation System Maintenance Proficiency) (10 pts) | 9 | 10 |
| Responsiveness to RFQ (10 pts) | 10 | 10 |
| References and Client Satisfaction (10 pts) | 10 | 10 |
| Fee Schedule (10 pts) | 9 | 5 |
| Total Score: | 94 | 94 |
| Ranking | 1 | 1 |

Evaluator: Allison Justice — Written Name: — Date: 8.13.25



Signature

# RFQ #116 2025

## Specialized Landscape Maintenance Services

## EVALUATION AND SCORING SHEET

| Category | Chris Wayne & Associates | ValleyCrest |
|---|---|---|
| Relevant Urban Landscape Experience (25 pts) | 19 | 23 |
| Turf & \|Hedge Maintenance Experience (20 pts | 18 | 20 |
| Personnel Certifications & Capacity (15 pts) | 12 | 15 |
| Irrigation System Maintenance Proficiency) (10 pts) | 10 | 10 |
| Responsiveness to RFQ (10 pts) | 10 | 10 |
| References and Client Satisfaction (10 pts) | 8 | 9 |
| Fee Schedule (10 pts) | 10 | 8 |
| Total Score: | 87 | 95 |
| Ranking | 2 | 1 |

Evaluator: John Wille 08 / 13 / 2025

Written Name: Date:

Signature

437 434

# REQUEST FOR QUALIFICATIONS (RFQ) 116-2025

NOTICE IS HEREBY GIVEN that the Lake Park Community Redevelopment Agency and the Town of Lake Park (herein referred to as the CRA/TOWN) are accepting Sealed Qualifications from experienced proposers to provide Specialized Landscape Maintenance Services for the Park Avenue Corridor, 10th Street Corridor, Downtown Alleyways, Centennial Memorial Park, CRA-owned parking lot, and Bert Bostrom Park.

The CRA/Town's Request for Qualifications document will be available beginning on June 16, 2025. Offerors desiring copies of the RFQ document to prepare a response may obtain a set on the Town's website (www.lakeparkflorida.gov) or www.demandstar.com. Any questions regarding the substance of this RFQ must be submitted by email at townclerk@lakeparkflorida.gov no later than 5:00 p.m. Eastern Time on July 18, 2025. Offeror should submit proposals electronically through DemandStar only, no later than **Tuesday, July 22, 2025, by 10:00 a.m.**

Responses shall be submitted in the format provided and signed by an officer and/or owner of the business possessing the required authority. Responses must include all requested information. Should any information requested not be provided or if the response is received unsigned on the forms (PROPOSAL FORM), such response shall be considered non-responsive and subject to rejection.

RFQ submittals will be opened and read aloud in the Town of Lake Park Commission Chambers, 535 Park Avenue, Lake Park, Florida, 33403 at 10:00AM EST, Tuesday July 22, 2025.

Offerors shall demonstrate a satisfactory performance record for services similar in magnitude and scope to those sought herein and as documented by their Letters of Reference.

The CRA Board of Commissioners and the Town Commission will award the proposal at public meetings.

The CRA/Town reserves the right to accept or reject any or all Proposals (in whole or in part) with or without cause, to waive any technicalities, irregularities, or formalities, or to accept the responses which in its judgment best serve the CRA/Town.

Vivian Mendez
Vivian Mendez, MMC, Town Clerk
Town of Lake Park, Florida

Published on: June 15, 2025, Palm Beach Post

# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** September 3, 2025

**Originating Department:** Public Works

**Agenda Title:** Resolution 59-09-25 – 2nd Amendment (Final Renewal) – Non-Exclusive Franchise Roll-off Container Collection Services – Waste Management, Inc.

**Approved by Town Manager:** _____ **Date:** _____

**Cost of Item:** $0.00 **Funding Source:** Franchise Fees – Solid Waste

**Account Number:** 001-323.700 **Finance Signature:** *Barbara A. Gould*

**Advertised:**

**Date:** N/A **Newspaper:** _____

**Attachments:**

1. Agenda Request Form
2. Resolution 59-09-25
3. Waste Management, Inc. Agreement
4. Resolution 02-01-25
5. Original Roll-Off Non-Exclusive Agreement between the Town and Waste Management (Executed 2021)

**Please initial one:**

_____ Yes, I have notified everyone.

DB/JM Not applicable in this case

**Summary Explanation/Background:**

The Public Works Department recommends renewing the current agreement with Waste Management, Inc. to provide Non-Exclusive Franchise Roll-Off Container Collection services within the Town.

The original three-year agreement was approved on November 17, 2021, and was set to expire on November 22, 2024. The first one-year renewal (Amendment No. 1) was approved for the period from November 22, 2024, to November 22, 2025, on January 15, 2025. This agenda seeks approval for the

**final one-year renewal (Amendment No. 2)**, which will extend the agreement from November 22, 2025, through November 22, 2026.

If approved, the Town Commission will accept Waste Management's current pricing (No Rate Change), including all terms, conditions, and pricing contained in the existing agreement. The Town will not expend more than the amount within the approved budget, as it may be adopted or amended each year for these services.

Note: Various documents related to the original agreement and resolution (Resolution No. 69-11-21) are attached or available from the Town Clerk's Office.

The proposed 2nd Amendment has been prepared by the Public Works Director and reviewed by the vendor, Waste Management, the Finance Director, and the Town Attorney.

The Town has previously worked with this vendor, who has consistently provided quality service and excellent customer support.

**Recommended Motion:**

I move to adopt Resolution 59-09-25 and approve the 2nd Amendment (Final Renewal) to the Non-Exclusive Franchise Roll-Off Container Collection Services Agreement with Waste Management, Inc., effective November 22, 2025, through November 22, 2026, and authorize the Mayor to execute the proposed renewal.

**RESOLUTION 59-09-25**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT WITH WASTE MANAGEMENT, INC. FOR ROLLOFF CONTAINER COLLECTION SERVICES, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town of Lake Park ("Town"), Florida, is a municipal corporation established under the Florida Constitution and Chapter 166, Florida Statutes, possessing all powers and authorities conferred therein; and

**WHEREAS**, the Town is authorized to enter into agreements with public agencies, private entities, and individuals for the provision of essential services; and

**WHEREAS**, on November 17, 2021, the Town Commission approved Resolution No. 69-11-21, authorizing the Mayor to execute a Non-Exclusive Franchise Agreement with Waste Management, Inc. for roll-off container collection services; and

**WHEREAS**, the initial term of the Non-Exclusive Franchise Agreement was for three (3) years from the date of execution, with the option for two (2) additional one-year renewals; and

**WHEREAS**, on January 15, 2025, the Town Commission approved Resolution 02-01-25, authorizing the Mayor to execute the first of two extensions to the Non-Exclusive Franchise Agreement; and

**WHEREAS**, the Town Manager has evaluated the existing agreement and determined that exercising the second renewal option for an additional year, as outlined in Section 9 of the original Non-Exclusive Franchise Agreement, is in the best interest of the Town; and

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

**Section 1.** The foregoing "Whereas" clauses are true and correct and are hereby incorporated into this Resolution.

**Section 2.** The Mayor is hereby authorized and directed to execute the second amendment extending the Non-Exclusive Franchise Agreement with Waste Management, Inc., for roll-off container collection services. A copy of the agreement is incorporated herein by reference.

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

# AMENDMENT NO. 2 TO THE NON-EXCLUSIVE FRANCHISE AGREEMENT FOR ROLL-OFF CONTAINER COLLECTION SERVICES

This Amendment No. 2 ("Amendment") is made and entered into this ___ day of September, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Waste Management Inc. of Florida, 1800 N. Military Trail, Suite 201, Boca Raton, Florida 33431 ("Contractor").

## WITNESSETH THAT

**WHEREAS**, on November 17, 2021, the Town entered into a Non-Exclusive Franchise Agreement with Contractor for the provision of roll-off container collection services ("Original Agreement"); and

**WHEREAS**, the Original Agreement provided for a three-year term with two additional one-year renewal options under the same terms and conditions; and

**WHEREAS**, the Town exercised the first renewal option through Amendment No. 1, retroactively approved for November 22, 2024 – November 22, 2025; and

**WHEREAS**, the Town desires to exercise its second and final one-year renewal option under the same terms, conditions, and pricing set forth in the Original Agreement; and

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

**Recitals** – The above recitals are true and correct and are incorporated herein.

**Term Extension** – The Agreement is hereby renewed for one (1) year, effective November 22, 2025, through November 22, 2026.

**Compensation** – Services will continue at no additional cost to the Town, consistent with the Original Agreement.

**Public Records Compliance** – The Contractor shall comply with Florida's Public Records Law as outlined in Chapter 119, Florida Statutes.

**No Further Modifications** – All other terms and conditions of the Original Agreement not modified herein remain in full force and effect.

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

| | |
|---|---|
| TOWN OF LAKE PARK | WASTE MANAGEMENT INC. OF FLORIDA |
| By: _____ | By: David M. Myhan |
| Name: _____ | Name: David M. Myhan |
| Title: _____ | Title: President |
| Date: _____ | Date: August 27, 2025 |

**RESOLUTION 02-01-25**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION OF THE AGREEMENT WITH WASTE MANAGEMENT, INC. FOR ROLLOFF CONTAINER COLLECTION SERVICES, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town of Lake Park, Florida, is a municipal corporation established under the Florida Constitution and Chapter 166, Florida Statutes, possessing all powers and authorities conferred therein; and

**WHEREAS**, the Town is authorized to enter into agreements with public agencies, private entities, and individuals for the provision of essential services; and

**WHEREAS**, on November 17, 2021, the Town Commission approved Resolution No. 69-11-21, authorizing the Mayor to execute a Non-Exclusive Franchise Agreement with Waste Management, Inc. for roll-off container collection services; and

**WHEREAS**, the initial term of the Non-Exclusive Franchise Agreement was for three (3) years from the date of execution, with the option for two (2) additional one-year renewals; and

**WHEREAS**, the Town Manager has evaluated the existing agreement and determined that exercising the renewal option for an additional year, as outlined in Section 9 of the original Non-Exclusive Franchise Agreement, is in the best interest of the Town; and

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

**Section 1.** The foregoing "Whereas" clauses are true and correct and are hereby incorporated into this Resolution.

**Section 2.** The Mayor is hereby authorized and directed to execute the amendment extending the Non-Exclusive Franchise Agreement with Waste Management, Inc., for roll-off container collection services. A copy of the agreement is incorporated herein by reference.

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

The foregoing Resolution was offered by Commissioner Thomas, who moved its adoption. The motion was seconded by Commissioner Taylor and upon being put to a roll call vote, the vote was as follows:

| | AYE | NAY |
|---|---|---|
| MAYOR ROGER D. MICHAUD | ✓ | |
| VICE-MAYOR KIMBERLY GLAS-CASTRO | ✓ | |
| COMMISSIONER MICHAEL HENSLEY | ✓ | |
| COMMISSIONER MARY BETH TAYLOR | ✓ | |
| COMMISSIONER JUDITH E. THOMAS | ✓ | |

The Town Commission thereupon declared the foregoing Resolution 02-01-25 duly passed and adopted this 15 day of January, 2025.

TOWN OF LAKE PARK, FLORIDA

BY: _____
ROGER D. MICHAUD
MAYOR

ATTEST:

_____
VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK (TOWN SEAL) SEAL FLORIDA

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

# RESOLUTION 69-11-21

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A NON-EXCLUSIVE FRANCHISE AGREEMENT WITH WASTE MANAGEMENT, INC., FOR THE PROVISION OF ROLL-OFF COLLECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS,** the Town is empowered to enter into contracts with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

**WHEREAS,** on December 6, 2017 the Town Commission adopted Resolution 99-12-17, establishing a process to grant non-excusive franchises for the provision of roll-off collection services; and

**WHEREAS,** pursuant to its Purchasing Ordinance, the Town solicited through a public notice published August 8, 2021 through September 8, 2021, qualified applicants to provide said service; and

**WHEREAS,** on September 3, 2021, an application was received from Waste Management, Inc., ("Contractor") in response to the Town's public solicitation for non-exclusive roll-off container franchises; and

**WHEREAS,** Town Manager has recommended to the Town Commission that it is in the best interest of the Town to execute an agreement with the Contractor to award it a non-exclusive franchise for roll-off collection services.

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

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the franchise agreement with Waste Management, Inc. A copy of the proposed contract is attached hereto and incorporated herein as Exhibit A

**Section 3.** This Resolution shall take effect immediately upon its execution.

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

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

The Town Commission thereupon declared the foregoing Resolution No. 09-11-21 duly passed and adopted this 17 day of November, 2021.

TOWN OF LAKE PARK, FLORIDA

BY: _____
MICHAEL O'ROURKE
MAYOR

ATTEST:

_____
VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

TOWN OF LAKE PARK SEAL FLORIDA

# NON-EXCLUSIVE FRANCHISE AGREEMENT FOR ROLL-OFF CONTAINER COLLECTION SERVICES WITHIN THE TOWN OF LAKE PARK

**THIS NON-EXCLUSIVE FRANCHISE AGREEMENT** is made and entered into as of this 17th day of November 2021, by and between the **Town of Lake Park, Florida**, ("Town") whose address is 535 Park Avenue, Lake Park, Florida 33403 and **Waste Management, Inc. of Florida**, a Florida corporation, with a business address at 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431 ("WMI or franchisee").

**WITNESSETH THAT**

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

**WHEREAS,** the Town Commission previously determined that it is necessary to establish a process for granting non-exclusive franchises for roll-off collection services; and

**WHEREAS,** the Town Commission previously adopted Resolution 99-12-17, which established an application process for authorizing non-exclusive franchises for roll-off container collection services; and

**WHEREAS,** this agreement sets forth the terms making an applicant eligible for the award of a non-exclusive franchise by for roll-off container collection services.

**SECTION 1. Engaging in business of roll-off collection services.**

(a) No person, company, firm or corporation shall engage in the business of roll-off collection services within the Town without first applying for and receiving a nonexclusive franchise awarded by the Town Commission to engage in roll-off collection services within the Town. This provision shall not apply to roofing contractors who remove roofing debris when replacing a roof pursuant to a permit, provided the removal of roofing debris is not accomplished by use of a roll-off container, trailer or other container whose transport has been removed. The Franchisee who has been awarded a Franchise by the Town Commission shall also be responsible for the payment of any business tax receipts and/or any other licenses which are required by law. The Roll-off collection services awarded by the Town Commission for a nonexclusive

franchise shall be used only by the Franchisee, but not any of its related or affiliated firms. The Franchisee shall not subcontract with any other individual, firm, company or corporation to provide services under awarded franchise.

(b) All Franchisees shall maintain an office in Palm Beach County where complaints can be received and processed. Each Franchisee shall be responsible for providing the Town copies of any complaints received. The failure to provide the Town with copies of complaints may subject the Franchisee to revocation of its franchise.

(c) All equipment utilized for roll-off collection services in the Town shall be conspicuously marked on both sides of the container with the name of the Franchisee, container number, tare weight and cubic yard capacity. Identification information shall also be marked on all of the Franchisee's trailer and container units. All markings shall be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town shall comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All of the Franchisee's drivers shall be appropriately licensed.

(d) The Franchisee shall perform collection services with as little disturbance as possible. Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the Franchisee, the franchisee shall promptly clean up all spillage or litter. The cost of cleaning up shall be borne by the franchisee and shall not be billed to the Town or the franchisee's customer.

(e) The Franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of any claims, demands, costs or judgments made or awarded against the Town arising out of the wrongful acts or omission of the Franchisee or its employees, agents or subcontractors in the performance of the Franchisee's roll-off collection services within the Town.

The Town reserves unto itself, in its sole discretion, the power to modify, or to otherwise modify a franchise awarded to a Franchisee.

(f) Each Franchisee shall obtain and maintain, at its own expense, all licenses and permits which are required by law or regulation to conduct roll-off collection services.

(g) The grant of a franchise does not relieve a Franchisee from complying with the requirements of Chapter 403, Florida Statutes, and rules established by the Florida Department of Environmental Protection's, the rules and regulations established by OSHA, the laws and rules of the Florida Department of Transportation's rules, and any other applicable federal, state, county and Town laws.

**SECTION 2. Nonexclusive franchise fee requirements; monthly fees; reporting requirements.**

(a) All Franchisees shall pay to the Town an annual nonexclusive franchise fee of $1,500.00, payable the next business day following the Town Commission's approval of the franchise and thereafter on the anniversary date during the franchise term. This fee shall be in addition to the quarterly franchise fee and the business tax charged by the Town.

(b) All Franchisees shall pay to the Town a roll-off collection fee of 15% of all revenues, net of disposal costs, charged, arising out of any services or operations conducted within the corporate limits of the Town.

(c) The Franchisee shall, each quarter, within 30 days of the last day of the quarter, deliver to the Town's Finance Department payment for the quarterly collection fees.

(d) A true and correct statement of the net revenues collected per account during the previous quarter within the Town, certified correct and signed by an individual of the Franchisee who has the authority to legally bind the company, firm, or corporation.

(e) Payment of roll-off collection fees, in the amount of 15% of all revenues, net of disposal costs.

(f) A listing, as of the reporting date, of the customer names and address of each location served, the number of containers and size, the collection frequency and the rates charged each account by the Franchisee for roll-off collection services.

(g) No property owner shall share a roll-off collection account with another property owner.

(h) Any Franchisee seeking to renew its annual business tax receipt pursuant to the provisions of Chapter 28 of the Lake Park Code of Ordinances shall, in addition to the requirements set forth therein, provide the Town with evidence of payment of all franchise fees and quarterly roll-off collection fees imposed by the provisions of this resolution as a condition of the renewal of its business tax receipt.

(i) Each Franchisee agrees to permit the Town's auditors, during regular business hours, and after reasonable notice, to audit, inspect and examine the franchisee's fiscal books, records and tax returns, insofar as they relate to Town accounts, to confirm the Franchisees' compliance with this section. If the franchisee does not pay any portion of its quarterly roll-off collection fees, the unpaid fees shall bear interest at the rate of one percent and one half (1.5%) per month on the outstanding balance until fully paid, and the Franchisee shall

be liable to the Town for its expenses of collection, including reasonable attorneys' fees and costs, whether the Town commences legal proceedings, or not. Failure to pay any portion of the quarterly roll-off collection fees assessed may be cause for revocation of the franchise, as provided in this resolution and allowed by law.

**SECTION 3. Rates for roll-off collection services.**

Rates and charges for roll-off collection services shall be determined by agreement between the Franchisee and its customer. The Franchisee is responsible for billing and collecting all fees and charges for its services directly to and from its customers. The Franchisee shall present the roll-off collection fee payable to the Town as a line item on each customer invoice.

**SECTION 4. Disposal required at Town- and/or County-approved facilities.**

Any and all solid waste material collected by a Franchisee within the Town shall be disposed of only at facilities designated or approved by the Florida Department of Environmental Protection and/or the Palm Beach County Solid Waste Authority (SWA). The Franchisee shall directly pay the SWA for the disposal costs at the SWA's facilities. A Franchisee shall not improperly dispose of any collected waste if its customer does not pay for services. The improper disposal of any collected waste may be cause for the revocation of the franchise.

**SECTION 5. Application/Qualifications/ References.**

All applicants who are seeking the grant of a franchise to provide roll-off container services in the Town shall submit an application to the Town on such form as is established by the Town. As part of its application, the applicant shall provide information demonstrating that it has provided at least three years of roll-off collection and disposal services elsewhere, including the dates which confirm the provision of the roll-off container services; that the applicant is a corporation, firm or company duly authorized to conduct such business within the State of Florida; submit at least three references; identify each and every local government in the State of Florida where the Franchisee has operated a solid waste collection and disposal business under a government franchise, permit or license and the dates of such operation for the last three years; an inventory trucks, containers and other equipment to be used in the franchise operations; and the Franchisee's most recent audited financial statements for the Town's evaluation. The Town may require that the applicant submit such additional information as part of the application, which the Town deems, in its sole discretion necessary to enable the Town to determine that the applicant should be awarded a Franchise in the Town.

**SECTION 6. – Indemnification and Insurance**

(a) The Franchisee shall maintain general liability insurance and automobile liability insurance policies during the term of any agreement with the Town. The

Franchisee shall submit the policies it maintains, which shall include the franchisee's name and that said policies provide coverage incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. Certificates of insurance evidencing such insurance coverage shall be provided to the Town by franchisee prior to providing any franchise services.

(b) If any policy is canceled or lapses the Franchisee shall provide the Town with the substitute policy it has obtained to satisfy the requirements herein such that there is no lapse in coverage during the term.

(c) The Franchisee shall indemnify and hold harmless the Town and its elected or appointed officials or officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Town, its elected or appointed officials or officers, employees, agents, or instrumentalities may incur as a result of claims, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Franchisee or its employees, agents, servants, partners, principals, or subcontractors. The Franchisee shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Franchisee expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the Franchisee shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

**SECTION 7. – Insurance**

In accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Million Dollars ($1,000,000) for each accident, not less than One Million Dollars ($1,000,000) for each disease, and not less than One Million Dollars ($1,000,000) aggregate.

**SECTION 8.- Authorization to provide services.**

If approved, a Franchisee shall be authorized to provide roll-off collection services for the calendar year in which it was approved upon payment of the annual franchise fee, submission of proof of required insurance, and evidence of compliance with all other terms and conditions contained herein.

**SECTION 9.- Term of franchise.**

The term of this Franchise shall be three (3) years, commencing November 22, 2021 and terminating November 22, 2024. One hundred twenty (120) days prior to the

expiration of any term, the Franchisee may request an extension of the Franchise for an additional two years, which may be approved by the Town Commission at its sole discretion. Provided, however, that the extension of the Franchise shall be limited two (2) one-year extensions.

**SECTION 10.- Transfer of nonexclusive franchise.**

Upon the sale or legal transfer of the Franchisee's business, the new owner shall submit to the Town a written application to transfer the franchise which demonstrates that the successor to the Franchise meets all of the requirements of this Agreement. A Franchise shall not be transferred to a new operational location. Any prosed transfer of a franchise to the new owner shall not be final until approved by the Town. Once transferred, the franchise shall remain in effect for the remainder of the term.

**SECTION 11. - Revocation of nonexclusive franchise.**

(a) In the event a Franchisee fails to comply with any of the terms specified herein, the Town Commission may, upon the service of written notice of revocation as described below, revoke the non-exclusive roll-off franchise.

(b) The violation of any of the terms and conditions of this Agreement which endanger the public health, safety and welfare, or the violation of any other applicable federal, state or local law or rule may subject a franchisee to revocation of its franchise.

(c) The submission of false or inaccurate information in an application or required operational reports, the failure to submit operational reports or to make payment of fees, or to submit to a lawful inspection of the Franchisee's location or operation, may subject a Franchisee to revocation the revocation of its franchise.

(d) In the event the Town proposes to revoke a franchise previously granted for a violation of this Agreement, it shall provide the Franchisee with notice of such revocation and the reasons therefore, by hand delivery, facsimile or certified mail, addressed to the Franchisee at the address provided by the Franchisee in its application to the Town, or if changed and acknowledged by the Town at the new location.

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

ATTEST: TOWN OF LAKE PARK

TOWN OF LAKE PARK SEAL FLORIDA

By: _____ By: _____

Vivian Mendez, Town Clerk Michael O'Rourke, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 17 day of November 2021 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

VIVIAN MENDEZ
Notary Public - State of Florida
Commission # HH 087421
My Comm. Expires Feb 24, 2025
Bonded through National Notary Assn.

_____
Notary Public, State of Florida

WITNESSES:

By: _____
Deborah Felipe
Printed Name

_____
Dixie Urbanek
Printed Name

WASTE MANAGEMENT, INC. of Florida

By: _____

Its: David M. Myhan, President

David M. Myhan, President
Printed

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 14 day of October 2021 by DAVID M. MYHAN, PRES., as President of WASTE MANAGEMENT INC. OF FLORIDA, and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

COLEEN T. HOULIHAN
MY COMMISSION # HH 004070
EXPIRES: August 2, 2024
Bonded Thru Notary Public Underwriters

_____
Notary Public, State of Florida

**Palm Beach Post, The**
August 8, 2021
Miscellaneous Notices

PUBLIC NOTICE: NOTICE IS HEREBY GIVEN that the TOWN of Lake Park, Florida (TOWN) is currently accepting applications from qualified and capable firms that are interested in operating roll-off collection services for a three year period beginning October 11, 2021, governed by the terms of Resolution No. 99-12-17. On Monday, August 9, 2021 application packages will be accessible at www.lakeparkflorida.gov or may be picked up at the Office of the Town Clerk, Second Floor, 535 Park Avenue, Lake Park, Florida, between 8:30 a.m. and 5:00 p.m., Monday through Friday. Applications will be received by the Office of the Town Clerk until 4:00 p.m. on Wednesday, September 8, 2021. Applications received after this time will be rejected, receipt of application by any Town office other than the Clerk's Office, does not constitute "receipt" as required by this notice. For additional information please contact the Office of the Town Clerk at (561) 881-3311 or townclerk@lakeparkflorida.gov. Shaquita Edwards, Deputy Town Clerk Town of Lake Park, Florida Publication: Palm Beach Post 8/8/2021

**Application to Provide Roll-Off Collection Services in Incorporated Town Limits of Lake Park**

1. Application Date: September 8th, 2021
   (Applications must be submitted no later than 4:00 p.m. on September 8, 2021)

2. Applicant/Business Name: Waste Management Inc. of Florida

3. Corporate Office Address: 1800 N. Military Trail, Suite 201 Boca Raton, FL. 33431

4. Palm Beach County Physical Address: 651 Industrial Way, Boynton Beach, FL. 33426

5. Mailing Address: Same as above

6. Phone Number: (772) 263-0017

7. Officers/Principals: David M. Myhan, President of Waste Management Inc. of Florida

8. Contact for Town Franchise: (Authorized Agent)
   (Name) Jeff Sabin
   (Address) 7700 SE Bridge Road, Hobe Sound, FL. 33455
   (Phone) (772) 263-0017

9. Business History: List every state and county in which the applicant has operated a solid waste collection and disposal business under a government franchise, permit or license, and the dates of such operation for the last three years:

See Attached

10. Other References: (include name, address and phone number)

Reference 1:
Town of Jupiter Inlet Colony
Dr. Daniel J. Comerford III (Mayor) (561) 746-3787
50 Colony Rd. Jupiter, FL. 33469
Jupiter, FL. 33469

Reference 2:
Town of Juno Beach
Andrea L. Dobbins (Project Coordinator/Risk Manager) (561) 656-0326
340 Ocean Dr.
Juno Beach, FL. 33408

Reference 3: City of Palm Beach Gardens
Jennifer Nelli (Operations Manager)
4050 Johnson Dairy Rd.
Palm Beach Gardens, FL. 33410

11. Has the applicant ever had a government contract, franchise, permit or license revoked or suspended?

_X_ No _____ Yes If yes, explain where, when and the reasons therefore:

12. Has the applicant been listed on the state convicted vendor's list within the past 36 months?

_X_ No _____ Yes

13. REQUIRED ATTACHMENTS:

A.) Good Standing. Attach proof of good standing with the State Division of Corporations. Also attach proof or registration of any fictitious names used by applicant.
B.) Attach applicant's last annual financial statement.
C.) Attach applicant's financial operating statement for the prior quarter.
D.) Attach business tax receipt from County/City of principal place of business.
E.) Attach Initial Annual Franchisee Payment of $1500.00 (see below, and attached Resolution No. 99-12-17 for terms and conditions). This payment will be returned to any applicant that is found to be less than fully responsive to all requirements.

16. Equipment. List all trucks, containers and other equipment to be used in the franchise operations.

Rolloff Trucks below
Unit No 415264 Year 2012 Make MACK
Model GU713
Unit No 415275 Year 2015 Make MACK
Model GU813

**Terms and Conditions of Franchise:**

1. All franchisees shall maintain an office where complaints can be received within the County.

2. All equipment utilized for commercial collection services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the franchised hauler, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of commercial vehicles. All drivers must be appropriately licensed.

3. The franchisee shall perform commercial collection services with as little disturbance as possible and shall return any container to the same place from which it was collected. ***NOTE: No commercial collection can be performed east of FEC Rail lines before 7:00 a.m. per Town ordinance.** Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way where the commercial collection services occur. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all spillage or litter at no cost to the town or its customer.

4. The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of commercial collection services within the Town.

5. The Town reserves unto itself the power to revoke all franchises granted, to change or limit the rights granted, or to otherwise modify the franchises, in its sole discretion, by ordinance duly enacted by it.

6. Each franchisee shall obtain and maintain, at its own expense, all licenses and permits required by law or regulation to conduct commercial collection services.

7. The grant of a franchise does not relieve any corporation or company from complying with the requirements of F.S. Ch. 403, Department of Environmental Protection rules and regulations, OSHA rules and regulation, Department of Transportation rules and regulations, and all applicable federal, state and local laws.

8. The franchisee shall maintain, during the franchise term, general liability insurance and automobile liability insurance policies written in the franchisee's name which covers all exposures incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement requiring that the Town's Risk Manager be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Public Works Director by franchisee prior to providing any franchise services.

9. Workers' compensation coverage must be maintained in accordance with statutory requirements.

10. Franchisee agrees to pay the annual $1,500 franchise fee and quarterly collection fees in accordance with Resolution No. 99-12-17 and to abide by all additional terms and conditions found within the Resolution (attached hereto and incorporated herein as part of this application).

Note: If applicant is fully responsive to all requirements of the application, a contract will be executed between the applicant and the Town to formalize the agreement. The terms and conditions of the contract will include all terms and conditions found within this application and within Resolution No. 99-12-17 (attached).



**I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT. I FURTHER CERTIFY THAT I WILL COMPLY WITH ALL THE REQUIREMENTS OF THE TOWN CODE, INCLUDING THE ABOVE TERMS AND CONDITIONS. I UNDERATAND THE REQUIREMENTS RELATING TO INSURANCE, BONDS, FRANCHISEE FEE PAYMENTS AND OCCUPATIONAL LICENSE.**

**APPLICANT:** Waste Management Inc. of Florida
**(Business Name)**

**Date:** 8 / 26 / 2021

**(Signature)** David M. Myhan

**(Print Name)** David M. Myhan

**(Title)** President

---

FOR PUBLIC WORKS USE ONLY:

Date Received: 9 / 3 / 2021 _____ Initials

| | | | |
|---|---|---|---|
| Certificate of Corporate Good Standing | ✓ Yes | ____ No | |
| Financial Records | ✓ Yes | ____ No | |
| Certificate of Insurance | ✓ Yes | ____ No | |
| Sent to Risk 9/13/21; Risk Approved | ✓ Yes | ____ No | ____ |
| Business Tax Receipt | ✓ Yes | ____ No | |
| Franchise Fee Paid | ✓ Yes | ____ No | |

APPROVED: _____, Public Works Director

FRANCHISE ISSUED: ____/____/____ FRANCHISE EXPIRES ____/____/____

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/1/2022 — 8/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER | LOCKTON COMPANIES<br>3657 BRIARPARK DRIVE, SUITE 700<br>HOUSTON TX 77042<br>866-260-3538 |
| CONTACT NAME: | |
| PHONE (A/C, No, Ext): | FAX (A/C, No): |
| E-MAIL ADDRESS: | |
| INSURED 1300299 | WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:<br>WASTE MANAGEMENT INC OF FLORIDA<br>651 INDUSTRIAL WAY<br>BOYNTON BEACH FL 33426 |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : ACE American Insurance Company | 22667 |
| INSURER B : Indemnity Insurance Co of North America | 43575 |
| INSURER C : ACE Fire Underwriters Insurance Company | 20702 |
| INSURER D : ACE Property & Casualty Insurance Co | 20699 |
| INSURER E : | |
| INSURER F : | |

**COVERAGES** FLBOYBEA **CERTIFICATE NUMBER:** 17798531 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [ ] OCCUR [X]<br>X XCU INCLUDED<br>X ISO FORM CG00010413<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [ ] PRO-JECT [X] LOC [X]<br>OTHER: | Y | Y | HDO G71572985 | 1/1/2021 | 1/1/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 5,000,000<br>$ 5,000,000<br>$ XXXXXXX<br>$ 5,000,000<br>$ 6,000,000<br>$ 6,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY<br>X MCS-90 | Y | Y | MMT H25308645 | 1/1/2021 | 1/1/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| D | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | Y | Y | XOOG27929242 006 | 1/1/2021 | 1/1/2022 | EACH OCCURRENCE<br>AGGREGATE | $ 15,000,000<br>$ 15,000,000<br>$ XXXXXXX |
| B<br>A<br>C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | WLR C6781180A (AOS)<br>WLR C67811768 (AZ,CA & MA)<br>SCF C67811847 (WI) | 1/1/2021<br>1/1/2021<br>1/1/2021 | 1/1/2022<br>1/1/2022<br>1/1/2022 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 3,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | EXCESS AUTO LIABILITY | Y | Y | XSA H25308608 | 1/1/2021 | 1/1/2022 | COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT) | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF THE TOWN OF LAKE PARK ON ALL POLICIES (EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. 30 DAY NOTICE OF CANCELLATION IS INCLUDED ON THE POLICIES.

**CERTIFICATE HOLDER**

17798531
THE TOWN OF LAKE PARK
535 PARK AVENUE
LAKE PARK FL 33403

**CANCELLATION** See Attachments

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

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Waste Management
P.O. Box 3027
Houston, TX 77253

DE

For AP inquiries, please visit us online at HTTP://WM.INVOICEI
email WMSC.AP@WM.COM, or call 1-844-492-9416.

Check No. 0015339141

| Doc Date | Invoice Number / Description | Original Amount | Discount Amount | Amount Paid |
|---|---|---|---|---|
| 08/01/2021 | 2241-NONEXCLUSIVE-FF<br>**00290* NON EXCLUSIVE FRANCHISE FEE PAYMENT* | 1,500.00 | 0.00 | 1,500.00 |

Vendor Number
0000096119

Name
Town of Lake Park FL

| Check Number | Date | Total Amount | Discounts Taken | Total Paid Amount |
|---|---|---|---|---|
| 0015339141 | 08/30/2021 | $1,500.00 | $0.00 | $1,500.00 |

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING IN THE ENDORSEMENT SIGNATURE LINE. THE REVERSE SIDE OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK.

Waste Management
P.O. Box 3027
Houston, TX 77253

BANK OF AMERICA
COMMERCIAL DISBURSEMENT ACCOUNT
NORTHBROOK, IL

CHECK NO 0015339141

70-2328 / 719

Security features included. Details on back.

DATE: 08/30/2021

PAY EXACTLY

**$1,500.00*****

VOID AFTER 90 DAYS

PAY EXACTLY
****ONE THOUSAND FIVE HUNDRED AND XX/ 100 DOLLAR****

TO THE ORDER OF

**TOWN OF LAKE PARK FL**
650 Old Dixie Hwy
Lake Park, FL 33403

AUTHORIZED SIGNATURE MP

AUTHORIZED SIGNATURE MP

⑈0015339141⑈ ⑆071923284⑆ 87654⑈03178⑈

**Town of Lake Park Town Commission**

**Agenda Request Form**

| | |
|---|---|
| **Meeting Date:** | September 03, 2025 |
| **Originating Department:** | Public Works |
| **Agenda Title:** | PILOT Sanitation Pick-Up Schedule – Proposed to Permanently be Effective – Monday, September 22, 2025 |

**Approved by Town Manager:** _____ **Date:** _____

| | | | |
|---|---|---|---|
| **Cost of Item:** | N/A | **Funding Source:** | |
| **Account Number:** | | **Finance Signature:** | *Barbara A. Gould* |
| **Advertised Date:** | | **Newspaper:** | |
| **Attachments:** | Budget documentation | | |

**Please initial one:**

_____ Yes, I have notified everyone.

_____ Not applicable in this case

**Summary Explanation/Background:**

The Public Works Department is requesting the Town Commission to permanently implement the 90-day PILOT sanitation pick-up schedule beginning September 22, 2025. The proposed request would continue to provide enhanced operational efficiency (due to staffing constraints).

Following review and feedback from our community, the Public Works Department is requesting to adopt a modified version of the PILOT schedule as the official sanitation service calendar effective September 22, 2025:

| Day | Service Activity | Target Area | Primary Equipment |
|---|---|---|---|
| Monday | Regular Garbage | Town-wide | Side Loader |
| Monday | Vegetation Collection | North Side | Grapple |
| Tuesday | Vegetation Collection | South Side | Grapple |
| Wednesday | Recycling Collection | Town-wide | Automated Side Loader (ASL) |
| Thursday | Bulk Pick-Ups and Regular Garbage | Town-wide | Grapple and Side Loader |
| Friday | Special Pick-Ups | Town-wide | Grapple |

Implementing the PILOT program schedule as the permanent schedule going forward would provide:

1. Operational efficiency by aligning service days with equipment, minimizes downtime and mechanical strain
2. Improved service continuity through pairing bulk and regular garbage on Thursday's, which will streamline collection and mitigate early-week delays
3. Holiday and make-up flexibility is expected to reduce delayed collections (i.e., moving recycling to Wednesday that will reserve Friday as a make-up day)
4. Staffing optimization limits service variety per day and reduces crew fragmentation
5. Clarity for our community in ensuring consistent service days and improved compliance and planning for residents

Note: Moving to a more permanent schedule will not provide additional costs to the Town; however, a number of operational efficiencies will be realized resulting in improved productivity and customer service.

If approved, the new, permanent collection schedule will begin on Monday, September 22, 2025. The Town will provide residents with notifications of this new, permanent schedule two (2) weeks prior to the new schedule beginning utilizing all of the public notice resources and tools available (i.e., Town website, social media, mail, etc.).

**Recommendation:**

I move to approve the Town's PILOT Sanitation Pick-Up Schedule as the new, permanent pick-up schedule effective on Monday, September 22, 2025.

# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** September 3, 2025

**Originating Department:** Community Development

**Agenda Title:** Ordinance No. 04-2025 - Amendment - Comprehensive Plan - Future Land Use and Intergovernmental Coordination Elements (Remove Bioscience Overlay)

**Agenda Category (i.e., Consent, New Business, etc.):** Public Hearings – Ordinance on First Reading

**Approved by Town Manager:** _____ **Date:** _____

| | | | |
|---|---|---|---|
| **Cost of Item:** | 1)Legal display Ad: approximately $850 2)Legal review: TBD | **Funding Source:** | Advertising and Legal |
| **Account Number:** | 1)524-500-34920 2)514-108-31100 | **Finance Signature:** | Barbara A. Gould |
| **Advertised:** | | | |
| **Date:** | July 25, 2025 | **Newspaper:** | Palm Beach Post –legal display ad |

**Attachments:** Staff Report, Proposed Ordinance, Original Interlocal Agreement, Amendment to Interlocal Agreement, Business Impact Statement, Legal Notice

**Please initial one:**

x Yes I have notified everyone – only Palm Beach post ad needed.

_____ Not applicable in this case

**Summary Explanation/Background:**

The Community Development Department is requesting that the Town Commission consider (on first reading) Ordinance No. 04- 2025 to amend the Comprehensive Plan of Lake Park by:

1) Repealing all objectives and policies related to the Bioscience Research Protection Overlay (BRPO) contained in the Future Land Use Element and the Intergovernmental Coordination Element and

2) Remove the Bioscience Research Protection Overlay (BRPO) from the Future Land Use Map

The recommended amendments to the Comprehensive Plan are basically "housekeeping items" as the Bioscience Research Protection Overlay (BRPO), established by an Interlocal Agreement (IA) in 2008 between five (5) north county municipalities and the County, as part of the initiative to bring The Scripps Research Institute to a site in Jupiter/Palm Beach Gardens. However, this initiative is no longer is existence.

The purpose of the Town's original amendments was to encourage bioscience uses in the Town by adopting a Bioscience Research Protection Overlay for industrial land uses, discourage rezoning to districts that would not include bioscience uses, and to coordinate with north county jurisdictions. The Comprehensive Plan Policies and Objectives being repealed are contained on pages 4 and 5 of the staff report.

The IA also included the creation of a Bioscience Land Protection Advisory Board charged with insuring sufficient land continued to be available in northern Palm Beach County for the location of bioscience companies. The jurisdictions, including Lake Park, amended their Comprehensive Plans to reflect the bioscience initiatives.

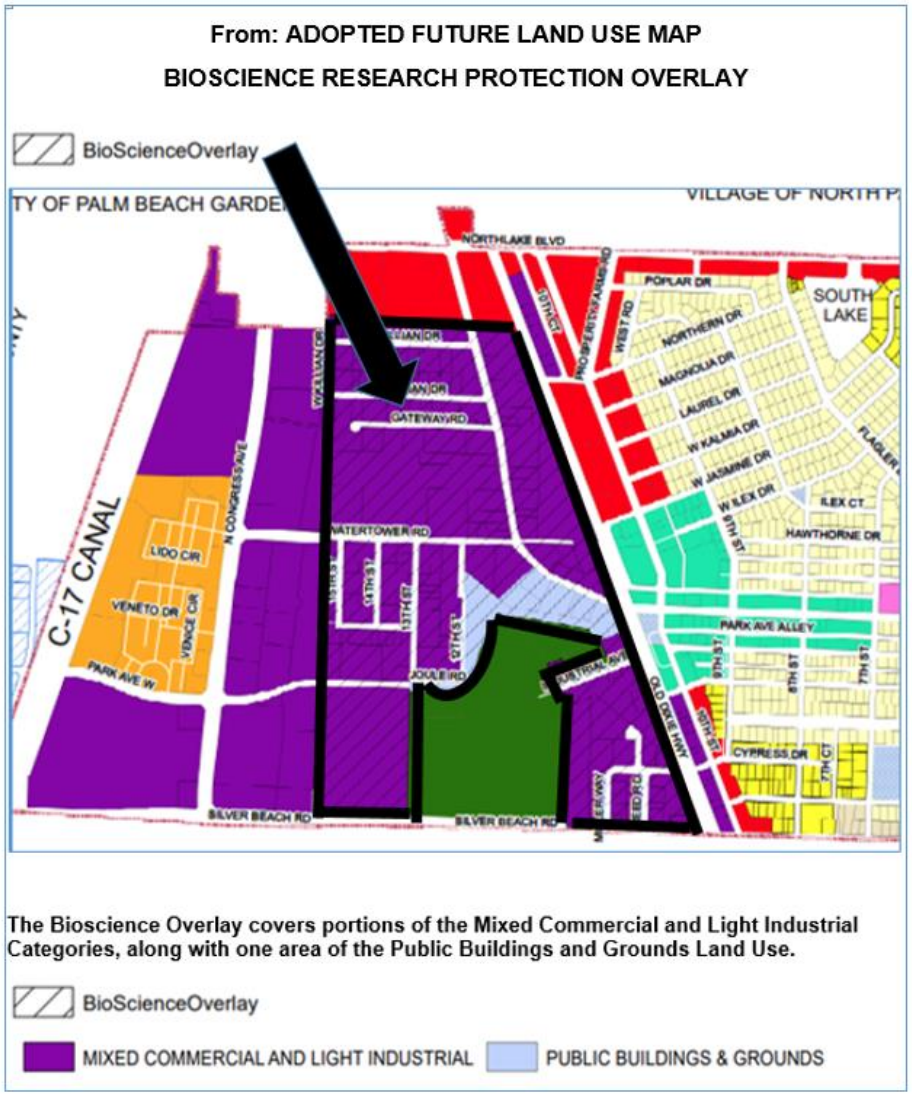
The north county was successful in attracting Scripps and the world renowned Max Planck Institute, which led to the location of other bioscience companies and various spin-offs in the county as a whole. However, as bioscience users were primarily interested in large tracts of vacant land or new industrial parks, most properties in Lake Park were not pursued by these companies. A thirteen (13) acre vacant parcel on Congress Avenue was lost when it was purchased by the US Government for an Army Reserve facility. As a federal facility it was exempt from local government regulations and the overlay could not be applied.

In June 2024, as the goals of the initiative had basically been achieved, the Bioscience Advisory Board recommended that it be disbanded and all parties signed an amendment to the IA, sunsetting (disbanding) the advisory board and ending the IA. Therefore, objectives and policies in the Town's Comprehensive Plan relating to bioscience initiative of the IA are no longer relevant and may be repealed.

In Lake Park, the Overlay consists of 200+ acres of land covering portions of the Mixed Commercial and Light Industrial Land Use Categories (which are implemented by the C-4 and CLIC-1 Industrial Zoning Districts), along with one area of the Public Buildings and Grounds Land Use.

Removal of the Overlay does not change permitted uses and removal of objectives and policies will not prohibit or discourage bioscience uses in the industrial districts. Both the CLIC-1 and C-4 zoning districts include broad categories such as "research, experimental or testing labs" or "research and development" which would include bioscience related businesses. The C-4 zoning district includes "bioscience" as a permitted use. The amendment will facilitate any necessary land use or zoning changes in the industrial districts since, as required by the IA Future Land Use policy 8.5 requires a 2/3 vote of the Town Commission (rather than a simple majority) to change industrial land uses in the Overlay.

The "Bioscience Overlay," includes the areas within the Town as outlined below:




The Planning and Zoning Board, sitting as the Local Planning Agency (LPA), held a Public Hearing on August 4, 2025 and voted unanimously to recommend removal of the Bioscience Overlay and approval of the proposed Ordinance to the Town Commission. No public input was received at the meeting.

If approved on first reading, the proposed amendments will be transmitted to the state's Office of Economic Opportunity, which serves as the state planning agency, for review. Following review by the Office of Economic Opportunity, and assuming there are not recommended changes, the proposed amendments will be presented to the Town Commission for 2nd and final reading.

This public hearing is considered the "transmittal hearing."

Recommended Motion:
I move to approve Ordinance No. 04-2025 on first reading to amend the Comprehensive Plan of the Town of Lake Park by repealing all objectives and policies related to the Bioscience Research Protection Overlay contained in the Future Land Use Element and the Intergovernmental Coordination Element and to remove the Bioscience Research Protection Overlay from the Future Land Use Map; and to transmit the proposed amendments to the Florida Office of Economic Opportunity for review as required by Statute.

**Town of Lake Park**

**Town Commission**
**Transmittal Hearing**
**Meeting Date: September 3, 2025**

# STAFF REPORT

## Ordinance # 04-2025

# Summary of Request

**The Community Development Department is requesting the Town Commission consider on first reading Ordinance No. 04- 2025 to amend the Comprehensive Plan of Lake Park by 1) repealing all objectives and policies related to the Bioscience Research Protection Overlay (BRPO) contained in the Future Land Use Element and the Intergovernmental Coordination Element and 2) to remove the Bioscience Research Protection Overlay (BRPO) from the Future Land Use Map.**

**The recommended amendments to the Comprehensive Plan are basically "housekeeping items" as the Bioscience Research Protection Overlay (BRPO) established by an Interlocal Agreement (IA) between five north county municipalities and the County is no longer is existence.**

*Note: In the discussion that follows the Bioscience Research Protection Overlay (BRPO) will be referenced as the "Bioscience Overlay"*

By state statute there is a specific process to amend Comprehensive Plans. If approved on first reading the amendments are transmitted to the state's Office of Economic Opportunity, which serves as the state planning agency, for review. This public hearing is considered the "transmittal hearing".

The bioscience amendments were adopted in 2008 to implement the Interlocal Agreement (IA) adopted by five north county municipalities and Palm Beach County as part of the initiative to bring The Scripps Research Institute to a site in Jupiter/Palm Beach Gardens. The IA also included the creation of a Bioscience Land Protection Advisory Board charged with insuring sufficient land continued to be available in northern Palm Beach County for the location of bioscience companies. The jurisdictions amended their Comprehensive Plans to reflect the bioscience initiatives.

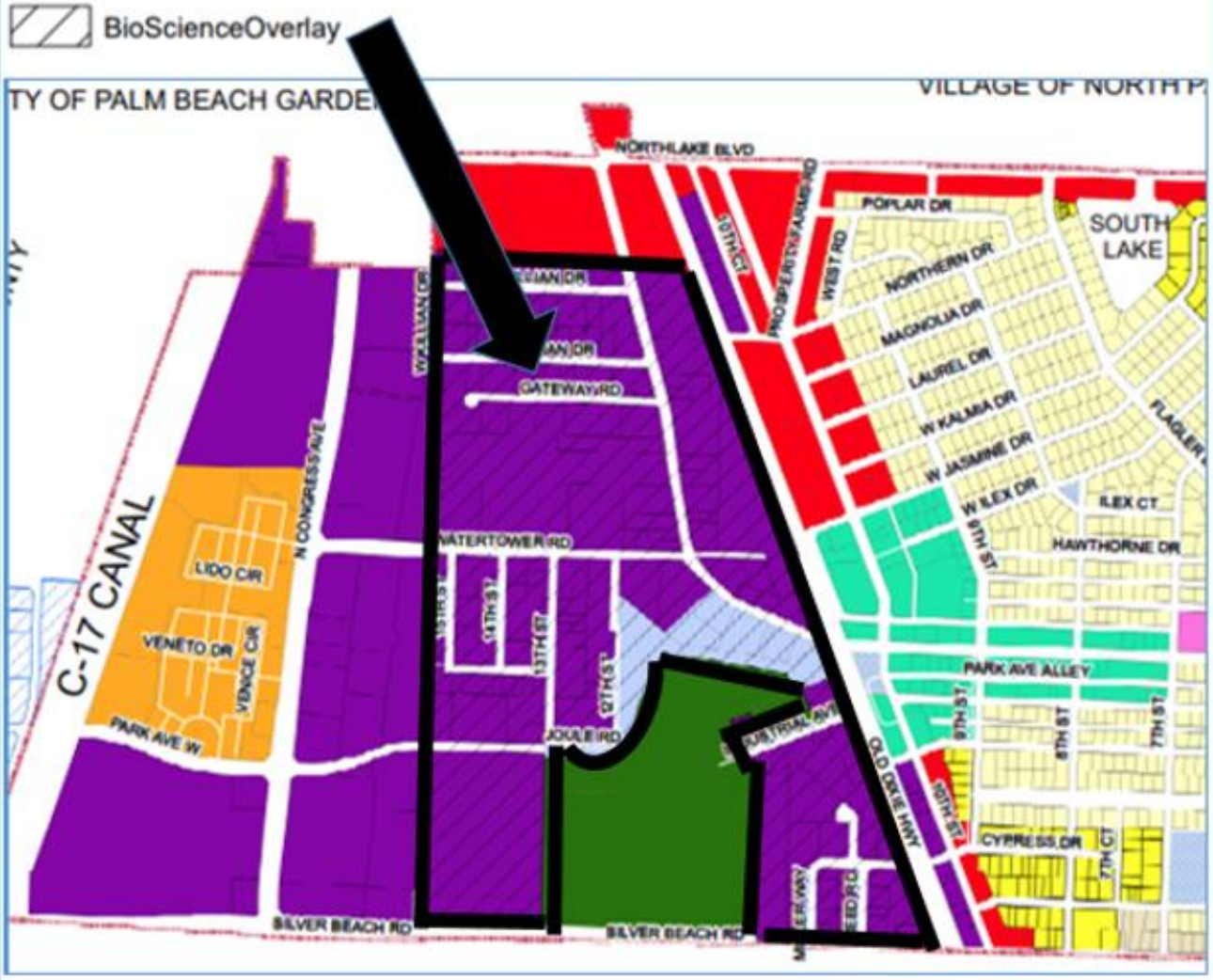
The purpose of the Town's amendments was to encourage bioscience uses in the Town by adopting a Bioscience Overlay for industrial land uses, discourage rezoning to districts that would not include bioscience uses, and to coordinate with north county jurisdictions.

In June 2024, as the goals had basically been achieved, the Bioscience Advisory Board recommended that it be disbanded, and all parties signed an amendment to the IA, disbanding the board and ending the IA. Therefore certain objectives and policies in the Town's Comprehensive Plan are no longer relevant and may be repealed.

**The "Bioscience Overlay" which will be removed is shown below:**

## From: ADOPTED FUTURE LAND USE MAP

## BIOSCIENCE RESEARCH PROTECTION OVERLAY




**The Bioscience Overlay covers portions of the Mixed Commercial and Light Industrial Categories, along with one area of the Public Buildings and Grounds Land Use.**

BioScienceOverlay

MIXED COMMERCIAL AND LIGHT INDUSTRIAL

PUBLIC BUILDINGS & GROUNDS

**The text sections proposed to be repealed are shown below** and within the proposed ordinance in attachment A.

**TO BE REPEALED:**

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**FUTURE LAND USE ELEMENT**

3.4.2 Objectives and Policies

**From Objective 1:**

Policy 1.10: The Town shall adopt and maintain land development regulations that provide incentives for bioscience research/biotechnology uses to encourage the clustering of that industry within the Town. and particularly within the Bioscience Research Protection Overlay (BRPO).

Policy 1.11: The Town shall ensure that an adequate amount of land is designated for bioscience research/biotechnology uses.

**Objective 8**

The Town shall implement a Bioscience Research Protection Overlay (BRPO) for the purpose of promoting bioscience research/biotechnology uses and shall discourage the conversion of those uses to retail or residential uses.

Policy 8.1: The types of uses encouraged within the BRPO shall include science/ biotechnology research uses and their supporting facilities; laboratories; other industrial uses including manufacturing uses; clinical research hospitals; and commercial retail or office uses that are accessory or ancillary to bioscience research/biotechnology uses. The Town's Land Development Regulations shall implement the encouragement of these uses.

Policy 8.2: The Bioscience Research Protection Overlay (BRPO) shall be depicted on the Town's Future Land Use Map and the Town's Official Zoning Map.

Policy 8.3 The Town shall encourage bioscience research/biotechnology uses as permitted uses within the Bioscience Research Protection Overlay (BRPO) so as to achieve, in coordination with the County and adjacent municipalities, a clustering of bioscience research/biotechnology uses, and thus to promote the intellectual exchange between researchers, scientists, students and others in the bioscience research/biotechnology industry workforce.

Policy 8.4: The Town shall adopt and maintain land development regulations that provide incentives for bioscience development and promote a predominance of bioscience research/biotechnology uses so as to develop a cluster of the industry within the BRPO

Policy 8.5: Those parcels of land whose future land use and zoning designations permit bioscience research/biotechnology uses, may not be rezoned, redesignated,

amended or otherwise converted to other commercial retail or residential uses, which are not clearly accessory or ancillary uses to bioscience research/ biotechnology uses without the supermajority vote of the Town Commission.

### 3.4.3 Future Land Use Classification System

Bioscience Research Protection Overlay (BRPO) – The area designated on the Future Land Use Map includes land that has been determined to be appropriate to accommodate bioscience research */* biotechnology uses, as well as other intellectual knowledge-based industry sectors*. "Bioscience uses"* means those land uses that support science and biotechnology research, engineering and manufacturing such uses as laboratories, educational facilities and clinical research hospitals and accessory uses, including administrative office and retail uses. Limited residential uses, which support the bioscience cluster shall be considered bioscience uses.

## INTERGOVERNMENTAL COORDINATION ELEMENT

Objectives and Policies

**Objective 7:**

To coordinate planning efforts with the municipalities of Jupiter, Riviera Beach, North Palm Beach, Palm Beach Gardens, Mangonia Park and Palm Beach County (the North Palm Beach County partners) in order to jointly identify land parcels in northern Palm Beach County which will provide opportunities for the development of bioscience research/biotechnology uses and will help secure those parcels against conversions to retail, commercial or residential land-use designations.

Policy 7.1: Develop a unified vision in coordination with the North Palm Beach County partners and assign a Bioscience Research Protection Overlay (BRPO) to land parcels within the Town in order to provide opportunities for bioscience research/biotechnology uses.

Policy 7.2: To assure greater cooperation with the North Palm Beach County partners, the Town shall maintain its representation on the Bioscience Land Protection Advisory Board (BLPAB) as set out in the Interlocal Agreement to ensure the protection of bioscience uses within the BRPO.

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**Removal of the Overlay does not change permitted uses and removal of objectives and policies will not prohibit or discourage bioscience uses in the industrial districts**. Both the CLIC-1 and C-4 zoning districts include broad categories such as “research, experimental or testing labs” or “research and development” which would include bioscience related businesses. The C-4 zoning district includes “bioscience” as a permitted use. The amendment will facilitate any necessary land use

or zoning changes in the industrial districts since, as required by the IA Future Land Use policy 8.5 requires a 2/3 vote of the Town Commission (rather than a simple majority) to change industrial land uses in the Overlay.

The Planning and Zoning Board, sitting as the Local Planning Agency held a Public Hearing on August 4. The Board voted unanimously to recommend approval of the ordinance to the Town Commission. No public input was received at the meeting.

## Background

In March 2006 five north county municipalities and Palm Beach County entered into an Interlocal Agreement (Attachment B) to create a Bioscience Land Protection Advisory Board (BLPAB) and to amend their Comprehensive Plans to establish bioscience overlays to encourage the location of bio-science related companies and to protect industrial lands from being converted to uses that would not allow bioscience.

These actions were required as part of the effort to convince The Scripps Research Institute (TRSI) and the State of Florida to locate at a site in Jupiter (Abacoa) and Palm Beach Gardens (Briger). The State of Florida had been engaged in an aggressive effort to convince TRSI to open a Florida headquarters to augment its existing facility in La Jolla California. The north county site was actually an alternative to another location in Palm Beach County favored by then Governor Bush. The north county jurisdictions agreed among themselves to work together in a unified fashion to bring bioscience to the area.

In order to qualify as an alternative site, two conditions had to be met: 1) 100 acres with the potential for two million square feet of floor area for TSRI had to be provided and, 2) documentation/assurances that the north county area could accommodate an additional six million square feet of floor area for a bioscience/biotechnology cluster within a five-mile radius of the Abacoa/Briger site.

Therefore, the Town of Lake Park, together with the Town of Jupiter, the City of Palm Beach Gardens, Town of Mangonia Park, City of Riviera Beach, and Palm Beach County entered into an interlocal agreement that created the Bioscience Land Protection Advisory Board (BLPAB) to work jointly to preserve sufficient industrial land to meet the requirement. The IA required that each jurisdiction establish a Bioscience Research Protection Overlay in their respective Comprehensive Plan with related policies. In order to discourage conversion of industrial lands, a super majority vote of the Town Commissioners was required to change the land use in the Overlay.

Subsequently the Town of Lake Park in 2008 adopted the text amendments to the Future Land Use Element and the Intergovernmental Coordination Element of the Comprehensive Plan.

The north county was successful in attracting Scripps and the world renowned Max Planck Institute, which led to the location of other bioscience companies and various spin-offs in the county as a whole. However, it did not lead to any new locations in Lake Park. Bioscience users were primarily interested in large tracts of vacant land or new industrial parks, thus most properties in Lake Park were not pursued by these companies. A 13 acre vacant parcel on Congress was lost when it was purchased by the US Government for an Army Reserve facility. As a federal facility it was exempt from local government regulations and the overlay could not be applied.

As the original purpose of the IA had been accomplished and with the reduced demand for additional bioscience research uses, on January 22, 2024, the Bioscience Land Protection Advisory Board (BLPAB) voted unanimously to sunset the Interlocal Agreement. In June, the five municipal parties and the County signed an amendment to the Original Interlocal Agreement which terminated it. (Attachment C)

## Data and Analysis

This section provides background information regarding the proposed amendment, and consistency of the proposed changes with the Comprehensive Plan as required in the State review process for amendments.

### Impact of Proposed Amendments

In Lake Park the Overlay consists of 200+ acres of land covering portions of the Mixed Commercial and Light Industrial Land Use Categories (which are implemented by the C-4 and CLIC-1 Industrial Zoning Districts), along with one area of the Public Buildings and Grounds Land Use. The lands within the Overlay areas the generally located north of Silver Beach Road, east of W Killian Drive, south of commercially designated parcels on Northlake Boulevard and west of Old Dixie Highway

**The amendment would delete the Overlay from the Future Land Use Map; there would be no change to the underlying land use categories or zoning district uses.**

Removal of the all the Objectives and policies will not prohibit or discourage bioscience uses in the industrial districts. Both the CLIC-1 and C-4 include broad categories such as “research, experimental or testing labs” or “research and development” which would include bioscience related businesses. The C-4 zoning district includes “bioscience” as a permitted use.

Implications for Town’s Land Development Regulations (LDRs) – none

No associated amendments to the Town LDRs are necessary. The Town did not adopt a bioscience zoning overlay. The Town’s LDRs already provided for bioscience type uses.

## Consistency with the Comprehensive Plan

### Future Land Use Element

***Policy 1.5: The Town shall encourage development and redevelopment activities which will substantially increase the tax base.***

The amendment is consistent with this policy as it does not eliminate any potential bioscience uses, and actually may make it easier for other non-bioscience companies to locate or rezone properties that were in the Overlay.

Repeal of policy 8.5 will provide greater flexibility to the Town Commission, as it requires a supermajority of the Town Commission to rezone or otherwise convert lands in the Overlay to commercial retail or residential uses which are not clearly accessory or ancillary uses to bioscience research/ biotechnology uses

The deletion of the Overlay does not change the Industrial future land uses which primarily exist in Overlay. Therefore, the opportunity for the retention or development of new research and development would not be impacted by this amendment. The amendments are consistent with the policy.

### Private Property Rights Element:

The proposed amendment is consistent with the Property Rights Element as it does not remove any uses currently allowed in the Land Use Category or that would be allowed under the Overlay.

It does not impact a property owner’s “the right to use, maintain, develop, and improve their property for personal use or the use of any other person, subject to state laws and any countywide or town land development regulations or ordinances.” (Policy 1.2)

## Legal Notice and Intergovernmental Requirements

Legal Notice: Legal notice requirements have been met for the transmittal hearing, as the Town published a display ad in the July 25, 2025 Palm Beach Post. This is required by State Statute and Town Code. The notice is included as Attachment E.

Intergovernmental Plan Amendment Review Committee (IPARC):

On July 24 the proposed amendments were sent to IPARC, which is an Interlocal clearinghouse to distribute the amendments to adjacent jurisdictions, the School District and the Treasure Coast Regional Planning Council, to provide the opportunity to comment on Comprehensive Plan amendments. To date no comments have been received.

State-mandated Business Impact Estimate: included as Attachment D.

State Review at Transmittal Stage

Following first reading, the proposed amendments will be sent to the Florida Department of Economic Opportunity (State Land Planning Agency) and other agencies set by State Statute for review and comment.

Following receipt of any comments the Town Commission can adopt the ordinance on second reading.

## Local Planning Agency Recommendation

The Planning and Zoning Board, sitting as the Local Planning Agency held a Public Hearing on August 4. The Board voted unanimously to recommend approval of the ordinance to the Town Commission. No public input was received at the meeting.

The Board concurred with the staff finding that “The removal of the all the Objectives and policies will not prohibit or discourage bioscience uses in the industrial districts, as the two zoning districts include sufficient language for such uses. Removal will provide greater flexibility for the Town. Given that the Overlay has not been productive for the Town of Lake Park staff recommends the removal of all Comprehensive Plan references to the Overlay, including removal from the Future Land Use Map.”

**Recommended Motion:**

**I move to approve Ordinance No.04-2025 on first reading to amend the Comprehensive Plan of the Town of Lake Park by repealing all objectives and policies related to the Bioscience Overlay contained in the Future Land Use Element and the Intergovernmental Coordination Element and to remove the Bioscience Overlay from the Future Land Use Map,**

**AND to transmit the proposed amendments to the Florida Office of Economic Opportunity for review as required by Statute.**

Attachments: A: Proposed Ordinance
B: Original Interlocal Agreement
C: Amendment to Interlocal Agreement
D. Business Impact Statement
E. Legal Notice

# ORDINANCE 04-2024

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENTS TO THE TEXT OF THE FUTURE LAND USE ELEMENT AND INTERGOVERNMENTAL COORDINATION ELEMENTS; PROVIDING FOR THE AMENDMENT TO THE FUTURE LAND USE MAP TO REMOVE THE BIOSCIENCE RESEARCH PROTECTION OVERLAY; PROVIDING FOR THE TRANSMITTAL OF THE AMENDMENTS TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, the Commission has conducted a public hearing to consider the LPA's recommendations regarding the proposed amendments to the text of the Future Land Use and Intergovernmental Coordination Elements (the Amendments) and

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

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

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

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

**Section 2:** The Future Land Use Element of its Comprehensive Plan is hereby amended to repeal Policy 1.10 of Objective 1 and Objective 8 and its implementing policies as shown below:

**Objective 1**

~~Policy 1.10: The Town shall adopt and maintain land development regulations that provide incentives for bioscience research/biotechnology uses to encourage the clustering of that industry within the Town and particularly within the Bioscience Research Protection Overlay (BRPO).Policy 1.11: The Town shall ensure that an adequate amount of land is designated for bioscience research/biotechnology uses.~~

~~**Objective 8** The Town shall implement a Bioscience Research Protection Overlay (BRPO) for the purpose of promoting bioscience research/biotechnology uses and shall discourage the conversion of those uses to retail or residential uses.~~

~~Policy 8.1:~~

~~The types of uses encouraged within the BRPO shall include science/ biotechnology research uses and their supporting facilities; laboratories; other industrial uses including manufacturing uses; clinical research hospitals; and commercial retail or office uses that are accessory or ancillary to bioscience~~

~~research/biotechnology uses. The Town's Land Development Regulations shall implement the encouragement of these uses.~~

~~Policy 8.2:~~

~~The Bioscience Research Protection Overlay (BRPO) shall be depicted on the Town's Future Land Use Map and the Town's Official Zoning Map.~~

~~Policy 8.3~~

~~The Town shall encourage bioscience research/biotechnology uses as permitted uses within the Bioscience Research Protection Overlay (BRPO) so as to achieve, in coordination with the County and adjacent municipalities, a clustering of bioscience research/biotechnology uses, and thus to promote the intellectual exchange between researchers, scientists, students and others in the bioscience research/biotechnology industry workforce.~~

~~Policy 8.4:~~

~~The Town shall adopt and maintain land development regulations that provide incentives for bioscience development and promote a predominance of bioscience research/biotechnology uses so as to develop a cluster of the industry within the BRPO~~

~~Policy 8.5:~~

~~Those parcels of land whose future land use and zoning designations permit bioscience research/biotechnology uses, may not be rezoned, redesignated, amended or otherwise converted to other commercial retail or residential uses, which are not clearly accessory or ancillary uses to bioscience research/ biotechnology uses without the supermajority vote of the Town Commission~~

**Section 3.** Sections 3.4.3 **"**Future Land Use Classification System" and 3.4.4 "Future Land Use Map" are hereby amended as follows:

### 3.4.3 Future Land Use Classification System

Land use categories listed as follows are hereby adopted as the "Future Land Use Classification System.", consistent with and as a means to implement the objectives and policies of this element. Please note that the ability to achieve the maximum residential density and/or Floor Area Ratio (F.A.R.) is contingent upon, and shall be limited by, the ability to meet adopted Level of Service Standards in the short term planning horizon.

~~Bioscience Research Protection Overlay (BRPO) – The area designated on the Future Land Use Map includes land that has been determined to be appropriate to accommodate bioscience research / biotechnology uses, as well as other intellectual knowledge-based industry sectors. *"Bioscience uses"* means those land uses that support science and biotechnology research, engineering and~~

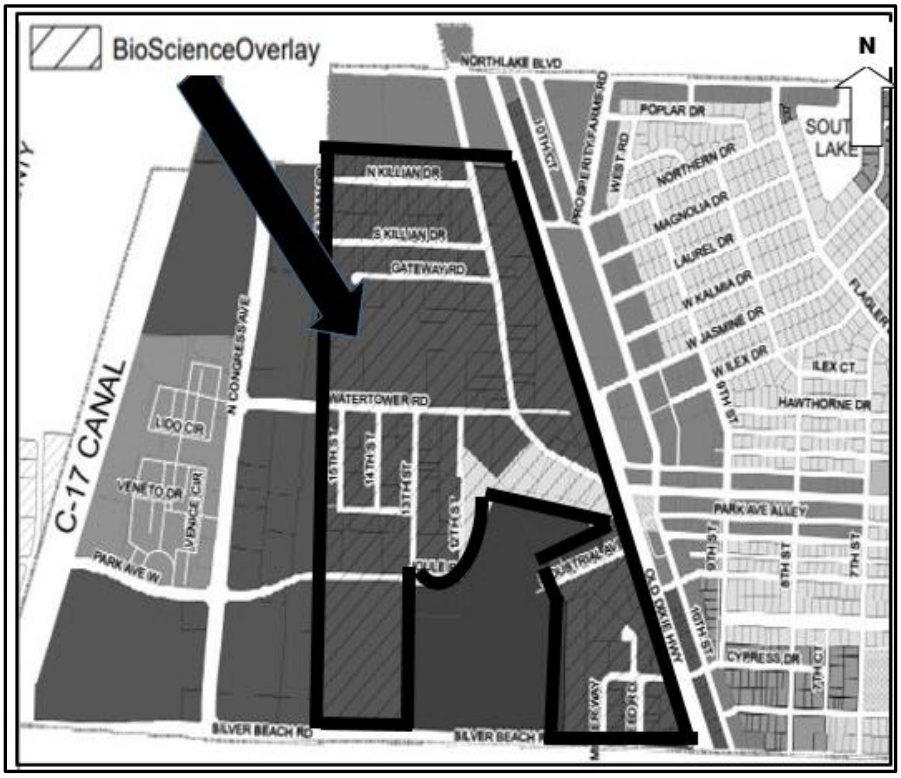
~~manufacturing such uses as laboratories, educational facilities and clinical research hospitals and accessory uses, including administrative office and retail uses. Limited residential uses, which support the bioscience cluster shall be considered bioscience uses.~~

*[no changes to other designations in the future land use classification system]*

### 3.4.4 Future Land Use Map-

The Future Land Use Map is hereby amended to remove the Bioscience Research Protection Overlay (Bioscience Overlay) as shown on the map below. No change in the future land use categories will occur

.




**Section 4.** Objective 7 and Policies 7.1 and 7.2 of the Intergovernmental Coordination Element of the Comprehensive Plan are hereby repealed as follows:

**~~Objective 7~~**

~~To coordinate planning efforts with the municipalities of Jupiter, Riviera Beach, North Palm Beach, Palm Beach Gardens, Mangonia Park and Palm Beach County (the North Palm Beach County partners) in order to jointly identify land parcels in northern Palm Beach County which will provide opportunities for the development of bioscience research/biotechnology~~

~~uses and will help secure those parcels against conversions to retail, commercial or residential land-use designations.~~

~~Policy 7.1:~~

~~Develop a unified vision in coordination with the North Palm Beach County partners and assign a Bioscience Research Protection Overlay (BRPO) to land parcels within the Town in order to provide opportunities for bioscience research/biotechnology uses.~~

~~Policy 7.2:~~
~~To assure greater cooperation with the North Palm Beach County partners, the Town shall maintain its representation on the Bioscience Land Protection Advisory Board (BLPAB) as set out in the Interlocal Agreement to ensure the protection of bioscience uses within the BRPO.~~

**Section 5** **Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section6 Severability.** Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this ordinance.

**Section 6.** **Effective Date**. The amendments to the Comprehensive Plan contained within this ordinance shall become effective in accordance with the provisions of § 163.3184(3)(c)4., Fla. Stat.

#5908151 v1 26503-00001

**Attachment B**

TOWN OF LAKE PA

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF PALM BEACH GARDENS, THE TOWN OF JUPITER, THE TOWN OF MANGONIA PARK, THE TOWN OF LAKE PARK, AND THE CITY OF RIVIERA BEACH CREATING A BIOSCIENCE LAND PROTECTION ADVISORY BOARD AND PROVIDING FOR CONSIDERATION OF LOCAL COMPREHENSIVE PLAN AMENDMENTS TO ESTABLISH AND PROTECT BIOSCIENCE RESEARCH PROTECTION OVERLAYS

This Inter1ocal Agreement is made the day of MAR 14 • 2006, between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of Palm Beach Gardens, the City of Riviera Beach, the Town of Mangonia Park, the Town of Lake Park, and the Town of Jupiter, Florida municipal corporations ("Cities"), collectively referred to as "the Parties", each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Inter1ocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS,** the Cities and County recognize that the relocation of The Scripps Research Institute's ("TSRI") operations onto Florida Atlantic University's John D. McArthur Campus ("FAU Jupiter Campus") and a portion of the Briger Parcel in Palm Beach Gardens ("Briger") will further the vision of the Governor and the State of Florida to create an economic development cluster to support TSRI: and

**WHEREAS,** the Cities and County recognize that the creation of an economic development cluster to support TSRI will ensure a diversified economy and provide high-wage employment within Palm Beach County, the Treasure Coast Region, and the State: and

**WHEREAS,** the Palm Beach County Board of County Commissioners elected to enter into negotiations with TSRI for the relocation of its operations to the FAU Jupiter Campus and to Briger in reliance on the Cities' commitment to support an economic development cluster in support of TSRI; and

**WHEREAS,** to fulfill this commitment, the Cities and County have agreed to form an Advisory Board; and

**WHEREAS,** to fulfill this commitment, the Cities have each agreed to initiate and consider amendments to their respective Comprehensive Plans that establish a Bioscience Research Protection Overlay ("Overlay"), and that provide a super majority vote requirement to protect land identified in the Overlay.

**NOW THEREFORE,** in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

**SECTION 1.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2.** Bioscience Land Protection Advisory Board.

A. A Bioscience Land Protection Advisory Board is hereby established. The purpose of the Board shall be to protect those lands which each of the Cities has identified as being subject to a bioscience research area protection overlay.

B. The Board shall consist of seven (7) members with the Governor of the State of Florida; Palm Beach County; the Towns of Jupiter, Lake Park, and Mangonia Park; and the Cities of Palm Beach Gardens and Riviera Beach each appointing one (1) regular member and one (1) alternate member. Each appointment shall follow the same formal procedure the appointing entity uses for board or commission appointments.

C. A quorum of the Board shall be necessary for it to conduct any business and shall consist of four (4) members present and voting. The majority vote of those present and voting shall be required to pass a motion. Each regular member shall have one vote. An alternate member shall sit on behalf of the appointing entity and have a vote only when the regular member of such entity is absent.

D. Authority of Board.

The Board shall have the authority to:

1. Analyze and make recommendations regarding: (a) applications to rezone land or amend the future land use map designation for land; and (b) Proposed amendments to the land development regulations that directly affect bioscience research uses on property within the Overlay. No such application to rezone, amend the future land use map, or amend the land development regulations pertaining to said property shall be

considered unless the Board shall have conducted a public meeting on the application and rendered a recommendation to the applicable governing body; provided, however, in the event the Board fails to render a recommendation within sixty (60) days after the staff of the applicable governing body in which the land proposed for approval is located determines that such application or request is complete for purposes of review by the Board, the affected governing body may proceed to consider and make a determination upon the application or request without receiving a recommendation from the Board.

2. Plan for, and address the availability of, developed and undeveloped land for bioscientific training/education, research, and related uses and users.

3. Assist in coordinating, integrating, and streamlining administrative and regulatory procedures at the municipal, county, regional, and state levels for bioscience research uses.

4. Consider and/or propose policy initiatives and legislative or regulatory efforts to encourage and sustain the development of biomedical research uses in the Overlay.

5. Set fees and charges as determined to be necessary for direct costs and expenses incurred by the Board in reviewing development applications.

**SECTION** 3. Comprehensive Plan Amendments.

The Parties recognize that it may be necessary for the Cities to amend their respective Comprehensive Plans to achieve the goals of this Interlocal Agreement. Each City agrees to direct its respective staff to initiate plan amendments, no later than its next regular round of comprehensive plan amendments, as may be necessary to establish and protect a Bioscience Research Protection Overlay within its jurisdiction. These proposed amendments shall include, at a minimum, amendments to the Future Land Use Element and the Intergovernmental Coordination Element which provide for:

A. The creation of a Bioscience Research Protection Overlay which:

1. Maps the properties subject to the Overlay.

2. Identifies permitted uses within the Overlay.

3. Identifies prohibited uses within the Overlay.

4. Contains policies protecting lands subject to the overlay from residential or commercial development

5. Contains policies providing mechanisms to coordinate planning between local governments and ensure intergovernmental cooperation in the development and implementation of the Overlay

B. A requirement for a super majority vote of the governing body to approve conversion of land uses on property within the Bioscience Research Protection Overlay.

**SECTION 4.** Financial Obligations.

A. Each city will provide technical support necessary to allow the Board to fully review and make recommendations regarding projects in their respective jurisdictions and will provide other technical and logistical support to the extent determined appropriate by each city.

B. County will provide technical support and logistical support to the Board to the extent determined appropriate by the County.

C. If agreed to by the Parties in writing and subject to the appropriation by each party, the Parties may agree to fund the operation of the Board, in whole or in part, through annual appropriations, in amounts determined by the Board and agreed to by each Party.

**SECTION** 5. General Terms and Conditions.

A. This Agreement shall continue through March 14, 2016, but may be extended by written agreement of the parties.

B. Any party may withdraw from this Agreement upon 365 days' written notice to the other parties, thereby relieving the withdrawing party of all obligations and benefits arising out of this Agreement.

C. This Agreement shall be construed by and governed by the laws of the State of Florida. Venue shall be in circuit court for Palm Beach County, and each party shall bear its own fees and costs.

D. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

E. In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

F. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.

G. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

H. None of the parties shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to another party based upon who drafted it.

I. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

J. This document can be signed in counterparts.

K. All notices given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail, personal delivery or a nationally-recognized overnight delivery service to the following:

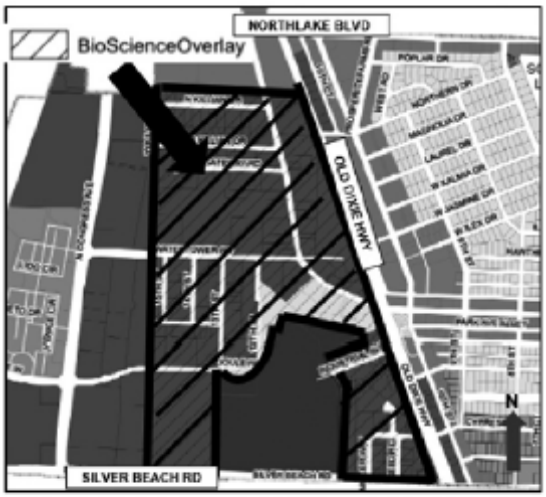
# TOWN OF LAKE PARK

# NOTICE OF PROPOSED AMENDMENTS TO THE COMPREHENSIVE PLAN

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

- **Text amendments to the Future Land Use Element and Intergovernmental Coordination Element to remove objectives and policies related to the Bioscience Overlay and the Bioscience Land Protection Advisory Board (BLPAB).**
- **Modify the Future Land Use Map to remove the Bioscience Overlay shown on the map below. No changes to the underlying Future Land Use categories will be made**

**Amendments are being undertaken in response to the sunset of the Interlocal Agreement and the BLPAB.**




**ORDINANCE NO. ____**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENTS TO THE FUTURE LAND USE AND INTERGOVERNMENTAL COORDINATION ELEMENTS; PROVIDING FOR THE AMENDMENTS TO THE TEXT OF THE FUTURE LAND USE ELEMENT AND THE TEXT OF THE INTERGOVERNMENTAL COORDINATION ELEMENT; PROVIDING FOR THE AMENDMENT TO THE FUTURE LAND USE MAP TO REMOVE THE BIOSCIENCE OVERLAY; PROVIDING FOR THE TRANSMITTAL OF THE AMENDMENTS TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**TWO PUBLIC HEARINGS WILL BE HELD AS FOLLOWS:**

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

August 4, 2025 at 6:30 pm or as soon thereafter as the matter can be heard.

**LAKE PARK TOWN COMMISSION TRANSMITTAL HEARING**

September 3, 2025 at 6:30 pm or as soon thereafter as the matter can be heard.

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

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

If a person decides to appeal any decision made by the Local Planning Agency or Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, Town Clerk

PUB: July 25, 2025 Palm Beach Post

R2024 0629 JUN 04 2024

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT R-2006-0512 BETWEEN PALM BEACH COUNTY AND THE CITY OF PALM BEACH GARDENS, THE TOWN OF JUPITER, THE TOWN OF MANGONIA PARK, THE TOWN OF LAKE PARK, AND THE CITY OF RIVIERA BEACH CREATING THE BIOSCIENCE LAND PROTECTION ADVISORY BOARD, TERMINATING SAID AGREEMENT RETROACTIVE TO JANUARY 22, 2024.**

This Second Amendment to Interlocal Agreement is made this 4th day of June, 2024, between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of Palm Beach Gardens, the City of Riviera Beach, the Town of Mangonia Park, the Town of Lake Park, and the Town of Jupiter, Florida municipal corporations ("Cities"), collectively referred to as "the Parties", each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

**WHEREAS,** Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS,** Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS,** the Cities and County entered into Interlocal Agreement R-2006-0512 establishing the Bioscience Land Protection Advisory Board; and

**WHEREAS,** on January 22, 2024, the Bioscience Land Protection Advisory Board ("BLPAB") held a meeting and voted unanimously to sunset said board and terminate said Interlocal Agreement; and

**WHEREAS,** Cities and the County have determined it is in their interest to ratify the action of the BLPAB and terminate said board and Interlocal Agreement retroactive to January 22, 2024.

**NOW THEREFORE,** in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

**PART 1.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

**PART 2.** SECTION 5 of INTERLOCAL AGREEMENT R-2006-0512 is amended as follows:

**SECTION 5.** General Terms and Conditions

A. This Agreement shall terminate on January 22, 2024 ~~continue through March 14, 2026, but may be extended by written agreement of the parties~~.

**PART 3.**

A. A copy of this Amendment to Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

B. This document can be signed in counterparts.

**IN WITNESS WHEREOF,** the parties hereto have affixed their signatures on the day and year first above written.

R2024 0629

JUN 04 2024

**ATTEST:**

Joseph Abruzzo, Clerk & Comptroller

By: _____
Deputy Clerk

(SEAL)

**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

By: _____
Maria Sachs, Mayor

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

By: _____
Assistant County Administrator

**ATTEST:**

By: _____
City Clerk

**CITY OF PALM BEACH GARDENS, FLORIDA**

By: _____
Mayor

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: _____
City Attorney

# Town of Lake Park
# Business Impact Estimate Form

*This Business Impact Estimate Form is provided in accordance with* ***Section 166.041(4), Florida Statutes*** *and must be* ***included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the Town's website*** *for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

**Title of Proposed Ordinance**

**ORDINANCE NO. ___**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENTS TO THE FUTURE LAND USE AND INTERGOVERNMENTAL COORDINATION ELEMENTS; PROVIDING FOR THE AMENDMENTS TO THE TEXT OF THE FUTURE LAND USE ELEMENT AND THE TEXT OF THE INTERGOVERNMENTAL COORDINATION ELEMENT; PROVIDING FOR THE AMENDMENT TO THE FUTURE LAND USE MAP TO REMOVE THE BIOSCIENCE OVERLAY; PROVIDING FOR THE TRANSMITTAL OF THE AMENDMENTS TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

## Section A

**Based on a review of the proposed ordinance (choose one):**

_____ The Town has determined that the statutory exemption(s) identified below apply to the proposed ordinance and no Business Impact Estimate is required.

_____The Town has determined that the statutory exemption(s) identified below apply to the proposed ordinance; however, the Town has prepared the Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.

_X___ The Town has prepared a Business Impact Estimate pursuant to section 166.041(4), Florida Statutes.

**Exemptions**

If one or more boxes are checked below, this means that the Town has determined that a Business Impact Estimate is not required by state law for the proposed ordinance:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement one of the following:

a. Development orders and development permits, as those terms are defined in s. 163.3164, F.S., and development agreements as authorized by the Florida Local Government Development Agreement Act (ss. 163.3220-163.3243, FS);
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

*If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.*

## Section B

**This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.**

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

The ordinance proposes amendments to the Town's Comprehensive Plan as follows:

- Text amendments to the Future Land Use Element and Intergovernmental Coordination Element to remove objectives and policies related to the Bioscience Overlay and the Bioscience Land Protection Advisory Board (BLPAB)
- Modify the Future Land Use Map to remove the Bioscience Overlay shown on the map below. No changes to the underlying Future Land Use categories will be made

Amendments are being undertaken in response to the sunset of the Interlocal Agreement and the BLPAB.

2. An estimate of the direct economic impact of the proposed ordinance on private, for- profit businesses in the Town, if any:

a) An estimate of direct compliance costs that businesses may reasonably incur.

There will be no economic impact on existing businesses in the Town. The amendments will not change any of the proposed uses allowed by the Future Land Use or Zoning. Therefore there will also be no impact on businesses desiring to locate in the Town.

b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

There is no fee involved.

3. An estimate of the Town's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

No impact on Town's regulatory costs.

4. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

5. Additional information/methodology for preparation, if any:

na

Prepared by:

Karen Golonka July 17, 2025

Print name and title Date

*Karen J Golonka*

Signature

Copy Uploaded to the Web on _____ Initials_____

# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** September 3, 2025

**Originating Department:** Community Development

**Agenda Title:** Request to Waive Conflict of Interest - Certificate of Appropriateness (COA) Petition to Demolish 918 Park Avenue (The Adler) - Locally Designated Historic Building (Proposed Kelsey on Park Project) - REG Architects

**Agenda Category (i.e., Consent, New Business, etc.):** New Business

**Approved by Town Manager:** _____ **Date:** _____

| | | | |
|---|---|---|---|
| **Cost of Item:** | Legal Review | **Funding Source:** | Legal |
| **Account Number:** | #108 | **Finance Signature:** | *Barbara Gould* |
| **Advertised:** | | | |
| **Date:** | N/A | **Newspaper:** | |

**Attachments:** Staff Report and attachments; Town Attorney Response letter to Attorney Nason regarding conflict of interest

**Please initial one:**

| | |
|---|---|
| | Yes I have notified everyone |
| X | Not applicable in this case |

**Summary Explanation/Background:**

Mr. Rick Gonzalez, REG Architects, a Town consulting services firm, is requesting a waiver from the Town Commission to continue to represent The Adler and Mr. Glen Spiritus, the developer for Kelsey on Park, in connection with its petition for a certificate of appropriateness (COA) to demolish the locally designated historic building at 918 Park Avenue.

The request, if approved, would enable Mr. Gonzalez and REG Architects to represent his client on all matters within the Town related to the developer's request to demolish the 918 Park Avenue building, including the Historic Preservation Board (HPB) and potentially the Town Commission (on appeal if the HBB were to deny the COA request).

REG currently maintains a continuing service contract (CSC) with the Town and by representing the property owner/developer would maintain conflict of interest. Thus, Mr. Gonzalez would be taking a position that is adverse to the Town's position and interest, due to not only the report, but also his expected/proposed advocacy during the hearings.

The current CSC with the Town provides that in order to represent a client doing business with the Town, the firm must ask the Town Commission to waive any conflict of interest with the Town. As a result, the Town Commission may grant or deny the waiver.

If the waiver is granted, REG would maintain the opportunity to continue to represent and advocate for demolition of The Adler building and continue under contract with the Town.

If the waiver is not granted, REG would not maintain the opportunity to represent both the Town and property owner/developer of The Adler building property in their request to demolish the historic building at 918 Park Avenue. Thus, the firm would be required to either:

1. End its continuing contract with the Town (and as the architectural sub-consultant with another Town CSC engineering firm) and proceed to represent the Adler

or

2. End its relationship with the property owner/developer of The Adler building and continue to represent the Town.

Note: If REG determines that they are willing to end its contract with The Adler, property owner/developer would be required to resubmit a new application with a new architect of record and a new report to ensure that the application may properly be reviewed and processed

**Recommended Motion:**
N/A

***STAFF REPORT: COMMUNITY DEVELOPMENT DEPARTMENT***

# REQUEST BY REG ARCHITECTS FOR THE TOWN COMMISSION TO WAIVE A CONFLICT OF INTEREST

## Request

**Rick Gonzalez is requesting a waiver from the Town Commission on behalf of REG Architects and himself to continue to represent The Adler (developer for Kelsey on Park) in connection with its petition for a certificate of appropriateness (COA) to demolish the locally designated historic building at 918 Park Avenue.** Please see Attachment 1 for his request.

The Adler has submitted a new petition to in essence demolish the 918 building, and as such Mr. Gonzalez would continue to advocate for his client, including at the Historic Preservation Board (HPB)) Hearing and any actions beyond.

REG currently has a continuing service contract with the Town, and as such a conflict of interest is created if the firm continues to serve both the Town and The Adler. Under terms of the contract, in **order to represent a client doing business with the Town the REG must ask the Town Commission to waive any conflict of interest with the Town created by representing The Adler.**

The Town Commission may grant or deny the waiver. If the waiver is granted REG can continue to represent and advocate for The Adler, as well as continue under contract with the Town. If the waiver is not granted REG cannot continue to represent both the Town and The Adler. In that instance REG would have to end its contractual association with either the Adler or the Town. If REG decides to end its contractual relationship with The Adler on the petition new supporting documentation will be required from The Adler for their historic preservation board application in order for Staff to be able to process that application (which is concurrently on hold pending the outcome of this conflict waiver request).

## Current contract the Town

The Town has continuing services contracts with various consultants to provide expertise in specific areas needed from time to time. The current firms were selected through an RFP process in 2023. Among the requested specialties was Architecture with experience in historic preservation. Three firms were selected: REG Architects, Engenuity (with REG as the architectural sub-consultant) and Kimley-Horn (with Tim Hullihan as the architectural sub-consultant).

Within the executed contracts, the standard language as set out in Section 13. CONFLICTS reads:

> "The Town recognizes and aknowledges that the Consultant is engaged in a business which provides consulting services to multiples clients including other governmental entities. Further, the Town recognizes and acknowleges that the Consultant may presently, or may in the future, represent clients who are or may be soing business in or with the Town. The Town agrees that the Consultant may perform services for clients who are or may have matters before the Town Commission, provided Consultant discloses any and all clients it represents who may have any matters which are now or may reasonably be expeccted to come before the Town Commission for its considerarion and, provided further, that the Town Commission waives the actural or potential conflict of interest created by the Consultant's representation of the other client."

This information was communicated to the Adler in an August letter to their attorney, contained in attachment 3.

**Background: REG and Town**

As stated above, REG was selected for a continuing services contract regarding architecture with historic preservation experience, and a contract signed in December 2023. REG was also identified by Engenuity as their sub-consultant for architecture in their contract with the Town. REG has previously done work for the Town including the Town Hall interior renovations and reviews of certificates of appropriateness. At the time the continuing services contracts were signed in 2023 REG was already working for The Adler. While REG did not formally disclose this during the selection process, staff was aware.

In August 2023, The Adler had submitted a request for de-designation that included a report from REG. Mr. Gonzalez had also represented his client at the October 2, 2023 Historic Preservation Board meeting, advocating that the 918 building had no historical value and should be demolished.

Evidence was presented by Community Development staff that in 2017 when REG was under contract with the Town to review a request to renovate the 918 building, Mr. Gonzalez concluded "Overall, the existing building retains a moderate degree of historic integrity of location, setting, materials, design, proportion, massing, feeling, and association"

Both the 2017 and 2023 reports described the exact same changes that had occurred to the building over time. However, what was summarized as "**minor changes**" when the consultant for the Town, became "**significant changes"** in the 2023 report for The Adler. (See attachment # 23 for verbiage comparison)

Mr. Gonzalez's explanation of this inconsistency due to not having read the master file in 2017 is questionable.

The Adler filed an appeal petition before the Town Commission, which was denied. Mr. Gonzalez and REG continued to represent them.

A new application for a certificate of appropriateness proposing demolition of the structure has recently been submitted. Now that REG is under a continuing services contract with the Town, the request for a waiver is required and the conflict must be waived in order for the application to proceed.

## Factors for Town Commission to Consider in Decision

The purpose of the waiver clause

From time to time a consultant under contract with the Town may be hired by a private sector applicant with a project before the Town. This may result in a potential conflict of interest, depending on the nature of the work. The waiver clause requires that when this occurs, the consultant must receive the Town Commission's approval to represent both parties.

For example, Kimley-Horn provided engineering consulting services for the Kelsey on Park Project. Subsequently, the Town desired to hire the planning branch of the firm to prepare a planning study on the PADD. The Town Attorney determined there was no need for Kimley-Horn to request a waiver, as the engineering contract for the Kelsey on Park project was completed and Kimley Horn was no longer doing work for the project, nor was the Town contracting with Kimley-Horn for engineering, but for planning for the PADD.

What should be considered in a waiver request?

**In representing the Adler, Mr. Gonzalez has taken a position that is clearly adverse to the Town's position and interest, due to not only the report, but also his advocacy at the hearings**.

The Adler has refiled its petition to in essence demolish the 918 building, and Mr. Gonzalez desires to continue to advocate for his client, including at the Historic Preservation Board Hearing and any actions beyond. As he is under contract with the Town this presents a conflict of interest. The question is, should the conflict be waived.

Some of the questions that the Commission may consider are:

- Is there a potential or actual conflict of interest?
- Is the representation of the Adler's interests directly adverse to the Town's position?
- Is there is a significant risk that the REG's ability to consider, recommend or carry out an appropriate course of action for the Town would be materially limited by the loyalties to the other client?
- If REG continues to represent The Adler, will theTown lose its confidence in hiring REG for other work?

The Town Commission may feel uncomfortable that a firm they have under contract is arguing against the Town's position to preserve the building. Further, the change in opinions in 2017 and 2023 based on his client at the time may be concerning. If so, the Commission may choose not to waive the conflict.

The Commission may feel that the Firm should not be penalized for zealously representing a client, as they would expect the same. They may have confidence that whatever the outcome of this, REG will represent the Town's interest or provide an unbiased opinion on future COA reviews. If so, the Commission may choose to waive the conflict.

As stated at the beginning of the report, if the waiver is granted REG can continue to represent and advocate for The Adler.

If the waiver is not granted REG cannot continue to represent both the Town and The Adler in its request to demolish the historic building at 918 Park Ave. The firm would need to either end its continuing contract with the Town (and as the architectural sub-consultant under Engenuity) and proceed to represent the Adler, or end its relationship with the Adler and continue to represent the Town.

Should REG decide to end its contract with The Adler, The Adler must resubmit a new application with a new architect of record and a new report so that the application can be processed.

Attach1: Letter from REG

Attach 2: Comparison of Report Summaries REG

Attach 3: Letter from Attorney Baird to Attorney Nason

Received August 18, 2025

Attachment 1

REG ARCHITECTS since 1988

August 6, 2025

**VIA EMAIL:** townclerk@lakeparkflorida.gov
Ms. Vivian Mendez, Town Clerk
Town of Lake Park
535 Park Ave.
Lake Park, Florida 33403

**Re: 918 Park Avenue**

Dear Ms. Mendez:

I write to request a waiver on behalf of REG Architects, Inc. ("REG") and myself to continue our representation of The Adler in connection with its petition for a certificate of appropriateness to demolish the historically designated structure at 918 Park Avenue. This waiver request is necessitated due to a December 2023 continuing services contract into which REG has entered with the Town. Section 13 of that contract states:

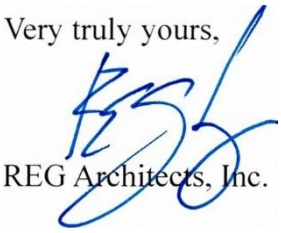
> The Town agrees that the Consultant may perform services for clients who are or may have matters before the Town Commission, provided Consultant discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Commission for its consideration and, provided further that the Town Commission waives the actual or potential conflict of interest created by Consultant's represented of the other client.

A waiver is particularly appropriate in this matter due to my longstanding relationship with The Adler and its principal, Glen Spiritis. In 2023, I was retained by The Adler in connection with an unsuccessful petition to de-designate 918 Park Avenue as historic. It is my understanding that I was actually recommended by Town Staff for retention by The Adler in connection with that endeavor. I did a substantial amount of research, prepared a detailed report, and testified for The Adler in that proceeding. While The Adler was ultimately unsuccessful in its request to de-designate the property, the Town Commission expressly left open the availability of pursuing relief under a certificate of appropriateness, which it is now doing. Given my relationship with The Adler, as well as my knowledge and familiarity with the structure, it would create an undue expense, burden and hardship should The Adler be required to obtain a new architectural expert at this juncture.

Further, the Town would not be prejudiced were I allowed to continue my representation of The Adler. First, I would not be available to be retained by the Town due to my pre-existing relationship with The Adler. Second, in the prior proceedings, the Town was represented by Richard Heisenbottle, registered architect. Presumably, the Town would retain Mr. Heisenbottle in this new matter.

I therefore respectfully request the Town Commission to favorably consider this waiver.

Very truly yours,



REG Architects, Inc.

Rick Gonzalez

cc: Anders Viane – via email
Thomas Baird, Esq. – via email
Nathan E. Nason, Esq. – via email Glen Spiritis – via email

**Attachment 2**

# Comparison of Conclusions from REG Reports

**2017 Report for the Town of Lake Park**

"Several minor changes have occurred to the exterior. **Items such as window replacement, stucco repair and recoat, storefront alteration, enclosure/ infill of rear sleeping and eating porches, inappropriate and insensitive rear (South) alterations, infills and additions.**

**Overall, the existing building retains a moderate degree of historic integrity** of location, setting, materials, design, proportion, massing, feeling, and association. Per the landmark's Florida Maser Site File it is the last remaining Commercial building from the Boom Times era."

**2023 Report for The Adler**

"Many significant changes have occurred to the exterior. **Items such as window/storefront replacements, stucco repair and re-coat, enclosure/ infill of rear sleeping and eating porches, inappropriate and insensitive rear (South) alterations, infills and additions**.

**Therefore, the property has ceased to meet the criteria** for being listed as a historic landmark in the downtown retail district of the Town of Lake Park. This is due to alterations and additions which have destroyed the historic integrity and significance.

JONES FOSTER

August 4, 2025

Via Email: nnason@nasonyeager.com

Nat Nason, Esq.
Nason Yeager
3001 PGA Blvd #305
Palm Beach Gardens, FL 33410

Re: 918 Park Avenue

Dear Mr. Nason:

I am responding to your letter of July 30, 2025. I understand that you represent the property owner at 918 Park Avenue (the Adler), and not REG Architects, Inc. (REG). A separate responses will be provided directly to Mr. Gonzalez since he is the principal of REG. On behalf of REG Architects, Inc., Mr. Gonzalez executed an agreement, effective December 20, 2023 for a term of three years. The agreement addresses the conflict that was created as a result of REG's duel representation of the Town of Lake Park (Town) and the Adler. With respect to conflicts for those consultants that have executed continuing services agreements with the Town, Section 13, entitled "Conflicts," of the REG agreement states:

> The Town agrees that the Consultant may perform services for clients **who are or may have matters** before the Town Commission, provided Consultant discloses any and all clients it represents who may have any matters which are now or **may reasonably be expected** to come before the Town Commission for its consideration and, provided further that the Town Commission **waives the actual or potential** conflict of interest created by Consultant's represented of the other client.

In this case, REG has an actual or potential conflict created by his current representation of the Adler, and his desire to represent it in proceedings that will actually or potentially be before the Town Commission. You are correct that Mr. Gonzalez previously testified during the proceedings involving the Adler's application to "de-designate" the Arnold Building as a locally designated historic building. His testimony ultimately was presented to the Town Commission at its consideration of the Adler's

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EST. 1924

appeal of the recommendation to deny the application to de-designate the building. At the time of Mr. Gonzalez' testimony, REG did not have an agreement with the Town to provide continuing architectural services to the Town. Thus, there was no conflict.

Subsequently, REG responded to the Town's CCNA solicitation for continuing services to provide architectural services to the Town. The Adler has now filed a different application pertaining to the Adler which if approved could lead to the demolition of the Arnold building. Presumably, Mr. Gonzalez will testify consistent with his testimony when REG was not under contract with the Town and argue again that the Arnold Building is not worthy of maintaining its designation as a historic structure. The architectural services he will provide will be directly contrary to the position that the Town Commission has previously taken. This is clearly a conflict because to your client and these his arguments are contrary to the findings made by the Town's Community Development Department, the Town's architectural consultant, the Planning & Zoning Board, and the Town Commission. In essence, each of these entities found that REG's arguments were directly contrary to their collective findings that the Arnold Building remains of historic value and should not be de-designated, or demolished.

While I can appreciate the Adler's consternation, the conflict Mr. Gonzlez has created is one that he must resolve with the Adler and the Town Commission. Given the conflict which Mr. Gonzalez has created by his dual representation of the Adler and the Town, he must determine whether or not, he will comply with the conflict of interest provision of the agreement he executed with the Town. If he chooses to seek a waiver of the conflict, then, in accordance with the agreement, the Town Commission will determine whether or not to waive the conflict and permit him to represent the Adler. Until the Town Commission determines that it will waive the conflict, the Town objects to its consultant (RDS) also representing the Adler.

Very truly yours,

JONES FOSTER P.A.



Thomas J. Baird

Florida Bar Board Certified City, County and Local Government Attorney

TJB:MRG

cc: Nadia DiTommaso
Anders Viane

#6804589 v1 26508-00001

# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** September 3, 2025

**Originating Department:** Town Clerk

**Agenda Title:** Resolution 60-09-25 - Town of Lake Park Master Fee Schedule – Fiscal Year 2026

**Agenda Category (i.e., Consent, New Business, etc.):** **New Business**

**Approved by Town Manager:** _____ **Date:** _____

**Cost of Item:** $0.00 **Funding Source:** _____

**Account Number:** _____ **Finance Signature:** _____

**Advertised:**

**Date:** _____ **Newspaper:** _____

**Attachments:** Resolution; Exhibit "A";

**Please initial one:**

_____ Yes I have notified everyone

VM Not applicable in this case

**Summary Explanation/Background:**

Each year Town staff re-evaluates the fee structure for Town services. In advance of the commencement of the FY 2026 Budget beginning on October 1, 2025, staff is proposing various changes to the Master Fee Schedule.

If approved, the Master Fee Schedule would take effect beginning October 1, 2025.

Note: All requests have been provided by the Town's Department's to ensure the continued provision of the highest levels of services within the Town of Lake Park.

**Recommended Motion:**

I move to approve Resolution 60-09-25 and approve the proposed Town of Lake Park Master Fee Schedule for Fiscal Year 2026.

**RESOLUTION 60-09-25**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING RESOLUTION 41-07-21 WHICH ESTABLISHED THE TOWN OF LAKE PARK MASTER FEE SCHEDULE AND RESOLUTION 49-08-22; RESOLUTION 51-08-23 AND RESOLUTION 54-08-24 WHICH AMENDED THE MASTER FEE SCHEDULE; PROVIDING FOR AN INCREASE AND MODIFICATION OF THE FEES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS,** the Town Code authorizes the Town Commission to establish and amend a schedule of fees to be charged by the Town for services provided by the Town; and

**WHEREAS,** the Town Commission has previously adopted Resolution 41-07-21 which established a master fee schedule for services provided by the Town and Resolution 49-08-22, Resolution 51-08-23 and Resolution 54-08-24 which amended the master fee schedule; and

**WHEREAS,** this resolution is being adopted to update Resolution 54-08-24 by including and modifying fees; and

**WHEREAS**, the updated Master Fee Schedule reflects the recommended fee increase.

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

**Section 1.** The whereas clauses are hereby incorporated herein.

**Section 2.** The Town Commission hereby adopts an amended Master Fee Schedule revising fees as set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

**Section 3.** All resolutions or parts of resolutions which have established fee schedules are hereby repealed.

**Section 4.** This resolution shall take effect immediately upon its execution.

ALL APPLICATION FEES ARE COLLECTED UPON SUBMITTAL

# Exhibit "A" Master Fee Schedule

**Community Development**

| **Building Permit Fees**<br>The Permit Fee Schedule shall be based on total valuation as follows: | | |
|---|---|---|
| **No.** | **TYPE OF FEE** | **FEE** |
| | Base Fee for all Zoning Reviews ~~Only (for example commercial paint permits, or landscape permits)~~ and for Telecommunication permit applications. | $100<br>(State surcharge does not apply) |
| | Minimum Permit Fee up to $2,499.00 in value | $1~~0~~50.00 |
| | $2,500.00 ~~– $999,999.00~~and up. | $15~~0~~0.00 plus<br>2.~~35~~0% of permit value |
| | ~~$1,000,000 and up~~Technology Fee ~~(In addition to base fees for permits valued at $2,500 and up only)~~ | ~~$100.00 plus 1.00%~~ |
| If a building permit requires Engineering review, this will be assessed at an additional fee per the Town's Engineering contract, with a minimum one (1)-hour charge. | | |
| | Inspection Fee | $100~~40~~.00 |
| All permit applications will include required inspections in the permit fee. If additional non-permit related inspections; zoning certificate inspections; structural code compliance inspections; fire damage inspections; courtesy inspections; and all other inspections not otherwise listed are required, a $100~~40~~ inspection fee PER inspection will be assessed | | |
| | Re-inspection Fee | $100~~75~~.00 |
| | Low-Voltage alarm system permit or low-voltage electric fence | As defined by Florida State Statue |
| | **Additional Permit-Related Fees** | |
| | Permit Revision Administrative Fee utilizing the same Permit number | $~~50~~75.00 |
| | Sub-Permit Administrative Fee | $~~50~~75.00 |
| | Administrative Fee for Permit Renewal/Reissuance | $~~60~~75.00 |
| ADDITIONAL PLAN REVIEW & RELATED SERVICES FEE for non-permit related<br><br>Building Official; Plans Examiner; Building Inspector; and Related Services<br>Per hour fee based on Town Contract, minimum half-hour charge.<br><br>Holiday/Weekend Inspections (minimum three (3)-hour charge)<br>Per hour fee based on Town Contract<br><br>Retaining Private Providers for plan reviews and building code services: A permit applicant is entitled to retain a private provider. A letter request must be provided to the Town's building official at permit application and shall be subject to building official approval. All records must be retained by the permit applicant and made available to the Town's staff, building official or inspectors when requested. A permit applicant who retains private providers for plan reviews and other building code services, are required to pay 80% of the permit fee (instead of the entire fee). | | |

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| **Information Technology Fee** for all department applications that are processed electronically: Fee collected to off-set a portion of the costs associated with configuration and upkeep of computer hardware and software programs, repair, replacement, upgrades, and other information technology improvements: 3% of permit fee, and 3% of application fee for all other electronic applications, minimum of $10 for all applications. |

| | | |
|---|---|---|
| | **PERMIT PENALTIES**<br><br>Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town's Building Official, or has not obtained the required building or sign permit shall be subject to the assessment of a penalty of two times (2Xs) the required permit fees listed herein, in addition to the regular permit fees. | |
| | ~~**MOVING PERMIT FEES:**~~<br>~~For the moving of any building or structure exceeding 500 Sq. Ft the Permit Fee shall be:~~ | ~~$500.00~~ |
| | **CONTRACTOR REGISTRATION FEES:**<br>With Palm Beach County registration with a "W" designation | $2.00 |
| | All Other Contractors | $10.00 |
| | **SIGN PERMIT FEES:**<br>~~Minimum Permit Fee up to $ 3,000.00 in value~~ | ~~$100.00~~ |
| | ~~$3,000.00 and up in value~~ All signage, except as otherwise listed | $200.00 |
| | Window/Door Signage and Temporary Signage, including real estate signage (per store window ~~frontage~~) | $50.00 |
| | **DEVELOPMENT REVIEW FEE SCHEDULE** | |
| 1 | Abandonment of rights of way | $1,800.00 |
| 2 | Abandonment of easements | $1,500.00 |
| 3 | Appeal of Administrative Decisions | $1,000.00 |
| 4 | Comprehensive Plan text amendment | $2,500.00 |
| 5 | Comprehensive future land use map change, small and large | $3,000.00 |
| 6 | Development of Regional Impact | $5,000.00 |
| | a. Annual report review | $500.00 |
| 7 | Development Approval extension | $1,500.00 |
| 8 | Development Pre-Application Meeting | $200.00 |
| 9 | Developer Agreements | $1,500.00 |
| 10 | Planned Unit Development | |
| | a. Master Plan approval | $2,~~00~~85~~0~~.00 |
| | b. Modification of an approved Master Plan | $~~1,000~~2,300.00 |
| | c. Per waiver request | $250.00 |

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| 11 | Site plan, nonresidential or residential multi-family 6 units or greater | |
| | a. 0-14,999 square feet (structure size) | $2,000.00 |
| | b. Greater than 14,999 square feet (structure size) | $4,000.00 |
| | c. Per waiver request (if applicable) | $250.00 |
| 12 | Site Plan residential within Mixed-Use projects (in addition to nonresidential fees) | |
| | a. Base fee | $1,500.00 |
| | b. Additional fee, after the initial 10 units | $ 10.00 per unit |
| 13 | Special Exception or Conditional Use, nonresidential and residential (one use per application) | |
| | a. 0-14,999 square feet (structure size) | $1,65~~00~~.00 |
| | b. Greater than 14,999 square feet (structure size) | $3,000.00 |
| 14 | Variance or Waiver, nonresidential | $1,~~00~~250.00 |
| 15 | Variance or Waiver, residential principal structure | $750.00 |
| 16 | Zoning code text amendment | $2,500.00 |
| 17 | Zoning map amendment | $2,500.00 |
| 18 | Zoning determination letter | $17~~2~~5.00 |
| 19 | Zoning Confirmation Certificate | $125.00 |
| 20 | Zoning Inspection (inspection of premises – per housing unit, or flat fee for commercial). Maximum $500 for multiple housing units. | $50.00 |
| 21 | Home Occupation Zoning Confirmation Certificate | $125.00 |
| 22 | Special Event Permit (non-profit or individual not affiliated with for-profit entity) | $50.00 |
| 23 | Special Event Permit (commercial/for-profit entity) | $100.00 |
| 24 | Minor Replat/Plat | $~~500~~1,250.00 |
| 25 | Telecommunications Tower Pre-application permit | $100 |
| 26 | Telecommunications Tower/Co-Location Application | $100 |
| 27 | Certificate of Appropriateness; Designation/De-designation; or Ad Valorem Tax Exemption for historic property (Historic Preservation) | $200.00 |
| 28 | Site Plan or Development Approval Amendment | $500.00 |
| 29 | Fine Reduction or Waiver Request Application – Code Compliance | $100.00 |
| 30 | Time Extension Application – Code Compliance | $100.00 |
| 31 | Out of Town/Mobile Vendor ~~Business Registration Application~~Zoning Review | $50.00 |
| 32 | ~~Annual Out of Town/Mobile Vendor Fee~~Voluntary Annexation | ~~$250.00~~$1,250 |
| 33 | Annual Bank Registration Fee | $150.00 |

| | | |
|---|---|---|
| 34 | Unity of Title | $500.00 |
| 35 | Alcohol License Review | $100 |
| 36 | Address Assignment/Revision Fee | $100 |

*Recovery of additional costs*. In addition to the afore-stated fees, the Town may, in addition to the applicable application fee, recover the costs referenced below, including, but not limited to, the following:

1) Consultant fees incurred by the Town, whenever the Town deems it necessary to retain an outside consultant, or additional services, to assist Town staff in the review and processing of applications for approval, such as the review and analysis of property appraisals, traffic impact analysis, vegetation and environmental assessments, archeological or historic assessments, market studies, engineering studies or reports, telecommunications facility siting, and any other documents, studies, data, reports and other materials.
2) Attorney's fees incurred by the Town Attorney or other legal counsel retained by the Town in connection with the review and processing of an application listed herein, and the preparation and/or review of legal documents.
3) Costs incurred by the Town in connection with advertising, publication, and mailing of legal notices for public hearings, workshops, or other public meetings; recording fees for the cost of recording instruments in the public records of Palm Beach County.
4) In the event that at the time an application is received by the Town, additional costs are reasonably anticipated by the Town to be incurred by the Town, the Town may require the applicant as a condition precedent to processing the application, to deposit an amount estimated by the Town's Community Development Director, to be a sufficient cost deposit. Any monies provided to the Town as a cost deposit, shall be placed into an escrow account created by the Town. After the application is closed out, the Town shall refund any unused cost deposit funds to the applicant.
5) The minimum cost deposit shall be $1,500 or a greater amount if deemed necessary by the Town's Community Development Director to cover all anticipated expenses, whichever is greater.

| **Code Section** | **FINE FEES**<br>**Violation Description**<br>**An administrative cost of $10 will be added to all parking-related fines listed on this schedule to recover enforcement tracking software costs charged by the Clerk of the Court.** | **Fine** |
|---|---|---|
| 10-31 and 10-32 | Nuisance | $100.00 |
| 10-153 and 10-154 | Noise disturbance<br>1st Offense<br><br>2nd Offense (minimum of 30 minutes following the 1st offense and within the same 24-hour period)<br><br>3rd Offense and every subsequent offense occurring a minimum of 30 minutes after the 3rd offense and within the same 24-hour period after the 1st Offense) | $250.00<br><br>$350.00<br><br>$450.00 |
| 16-3 | Unlawful trespass on public land | $125.00 |
| 18-61<br>11-14 | Domestic animals prohibited in park<br>Dogs running at large prohibited - leash required | $50.00 |
| 18-85 | Violation of permit terms for use of park | $50.00 |
| 18-81 | No permit for special event | $250.00 |
| 20-32 | No permit for garage sale | $50.00 |

| | | |
|---|---|---|
| 24-34 | Illegal roll-off (residential) | $250.00 |
| 24-74 | Illegal roll-off (commercial) | $250.00 |
| 24-8 | Illegal dumping / littering | $250.00 |
| 24-39 | Overloaded sanitation container (Residential) | $50.00 |
| 24-78 | Overloaded sanitation container (Commercial) | $50.00 |
| 30-2<br><br>31-9 | Prohibited parking<br><br>Blocking Parking Aisles in the Marina | $100.00<br><br>$100.00 |
| 30 -33 | Commercial loading and unloading | $250.00 |
| 30 -35 | Parking commercial vehicle in residential area | $125.00 |
| 32 -57 | Illegal watering 1st offense | $50.00 |
| 32 -57 | Illegal watering 2nd offense | $250.00 |
| 32-57 | Illegal watering 3nd or more offense | $500.00 |
| 34-6 | Hatracking; tree topping | $250.00 |
| 70-32 | Sign code violation (Town-wide) | $125.00 |
| 2-320 | No out of Town Business Registration | $50.00 |
| 70-103(1)(c) | Garage/Yard Sale Signage Violation | $50.00 |
| 76-95 | Failure to pay Marina Overnight Parking Fee, or Marina Launching Ramp Fee | $100.00 per violation |

**Finance**

| | |
|---|---|
| **Dishonored Checks** | $25.00 Face Value up to $50.00 |
| | $30.00 Face Value $50.01 - $300.00 |
| | $40.00 Face Value $300.01 - $800.00 |
| | Or |
| | 5% of Face Value if over $800.00 |
| Service Fee structure in accordance with Florida State Statues 166.251 and 832.05 | |

**Harbor Marina**

| **Slip Leases**<br>DOCKAGE (calculated at Vessel Length Overall; Greater of Vessel Length or Slip Length) | | **Fee** |
|---|---|---|
| Annual (12 month minimum – Rate/Month) | Per Foot | $30.00/ft |
| E Dock Special (Less than 30') | Per Month | $~~600.00~~/ft 660 |
| 35' Floating Dock<br>36' - 44'<br>45'- 49'<br>50'- 59'<br>60' + | Per Foot<br>$33.75 per ft<br>$34.50 per ft<br>$36.00 per ft<br>$37.50 per ft | $~~33.00~~/ft $34.50 |
| Charter Annual | | $~~34.50~~/ft $40.00 |
| ~~Commercial (requires a minimum lease of 8 slips)~~ REMOVE | | ~~$31.00/ft~~ |
| Seasonal (Rate/Month) | | |
| Summer Monthly – May 1 to October 31 | | $33.00/ft |

| | |
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| Winter Monthly – November 1 to April 30 | $40.50/ft |
| Transient (Rate/Day) | |
| Summer – May 1 to October 31 | $3.50/ft |
| Winter – November 1 to April 30 | $4.00/ft. |
| Utilities – Lease (water/garbage/electric) mandatory fee | |
| 110/30amp (Extra Cord Add $40) | $115.00/mo. |
| 220/50amp (Extra Cord Add $80) | $160.50/mo. |
| Utilities – Transient (water/garbage/electric) mandatory fee | |
| 110/30amp (per day per cord) | $10.00/day |
| 220/50amp (per day per cord) | $15.00/day |
| Boat Ramp Fees | |
| Daily Boat Launch | $10.00 |
| Overnight Parking (Per Night) | ~~$37.00~~ $40.00 |
| Annual Pass | $210.00 |
| Semi-Annual Pass | $105.00 |
| Commercial Pass | $500.00 |
| ~~Monthly Boat/Trailer Storage (Rate/Month)~~ | Remove |
| ~~Boat/Trailer to 30'LOA No longer offer due to reduced parking~~ | NA Remove |
| ~~Boat/Trailer Greater than 30'LOA No longer offer due to reduced parking~~ | NA Remove |
| ~~Jet Ski single No longer offer due to reduced parking~~ | NA Remove |
| ~~Jet Ski double No longer offer due to parking restrictions~~ | NA Remove |
| Miscellaneous Fees | |
| Overnight Vehicle Parking (non-leaseholder) | $~~13.00~~ $15.00 per night |
| Lost Key Replacement | ~~$25.00~~ $35.00 |
| Pump out | $5.00 |
| Water Tank Fill | $10.00 |
| Water Tank Fill (50 gal plus) | $15.00 |
| Port Charge | $20.00$25.00 |
| Port Charge (50' LOA plus) | $30.00$35.00 |
| Port Charge Charter / Commercial – Any size | ~~$50.00~~ $55.00 |
| | |

**Library**

| Item | Fee |
|---|---|
| Library Cards ~~initial library card at registration~~ | ~~No charge~~ |
| Initial library card at registration | No charge |
| Replacement card | $3.00 |

| | |
|---|---|
| Copies | |
| Black and white per page | $ .15 |
| Color | $ .50 |
| ~~Replacement of Barcode~~Printing | ~~$1.00~~ |
| ~~Replacement of RFID Tag~~Black and white per page | $~~1.00~~ .15 |
| Repairs & Replacement | At cost per book, same edition, same publisher. Additional $5.00 per book for cost of labeling and other materials related to cataloging and bar code process |
| Replacement of volumes for multiple volume sets | Minimum $20.00 per volume |
| Fax | |
| Per page within the United States | $ .50 |
| Per page international | $2.00 |
| Scan document to USB or Email | |
| Per page | $ .05 |
| Rebind or recover | $10.00 |
| Repair items – usability to be judged by staff | |
| Torn page per page – paper/book can be repaired using archival tape or glue to original usability | $2.50 |
| Torn page per page – part of paper/book missing – cannot be repaired to original usability | Must be replaced |
| Repair book hinge | $5.00 |
| Replace text block – repair book hinges | $10.00 |
| Re-glue text to spine in perfect binding | No charge |
| Re-glue text to spine in perfect binding – sections of book missing | Must be replaced |
| Part of item missing – usable without part | $5.00 |
| Part of item missing – not usable without part | Must be replaced |
| Item defaced – item can be repaired to original usability | $5.00 |
| Item defaced – item cannot be repaired to original usability | Must be replaced |
| Returned with unknown substance on item – substance can be removed without damaging the book | $5.00 |
| Returned with unknown substance on item – substance cannot be removed without damage | Must be replaced |
| Returned with potentially hazardous material or insects in/on item | Must be replaced |
| Water damage | Must be replaced |
| Digital & Audio Media | |

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| Replacement | ~~At cost, $20.00 minimum~~ |
| Barcode | $1.00 |
| RFID Tag | $1.00 |
| Books | At cost per book, same edition, same publisher. Additional $5.00 per book for cost of technical processing. |
| Digital & Audio Media – DVD, BluRay, CD, and other similiar | At cost per media, same edition, same publisher. Additional $5.00 per media for cost of technical processing. |
| ~~Laptop Replacement:~~ Electronic device – Laptops, tablets, and other similiar | At cost per ~~laptop~~device, same brand and model. Additional $50.00 per ~~laptop~~electronic device ~~–~~for cost of technical processing~~labeling and other materials related to cataloging, bar code processing and ability to be used in the kiosk~~ |
| ~~Repair to damaged item~~Electronic device accessories | ~~$10.00~~At cost per accessory, same brand and model. Additional $5.00 per accessory for cost of technical processing |
| Hotspot | |
| Case ~~Replacement Fee~~ | $20.00 |
| Charger Cord ~~Replacement Fee~~ | $5.00 |
| Hotspot Device ~~Replacement Fee~~ | $100.00 |
| Laminated Instructions | $2.00 |
| USB Wall Charger | $5.00 |
| Refunds – No refund if item found after four (4) days | |

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| Replacement charges paid for any lost item, shall be refunded upon return of the item in good condition within four (4) days of payment. | |
| Processing fees are not refundable | |
| Laminated Instructions ~~Replacement Fee~~ | $2.00 |
| USB Wall Charger ~~Replacement Fee~~ | $5.00 |
| Fax | .50 per page within the United States |
| Fax International | $2.00 per page |
| Scan paper to USB or Email | .05 per page |
| ~~Hotspot~~ | |
| ~~Case Replacement Fee~~ | ~~$20.00~~ |
| ~~Charger Cord Replacement Fee~~ | ~~$5.00~~ |
| ~~Hotspot Device Replacement Fee~~ | ~~$100.00~~ |
| ~~Laminated Instructions Replacement Fee~~ | ~~$2.00~~ |
| ~~USB Wall Charger Replacement Fee~~ | ~~$5.00~~ |

**Public Works**

| | |
|---|---|
| Stormwater Fees | |
| Equivalent Stormwater Unit (ESU) Rate | ~~$32.16~~$40.52 |
| Residential Property (Annually) | ~~$385.92~~$486.26 |
| ~~Commercial Property (Annually)~~Commercial Property/Non-Residential Property (Annually)<br>Calculated based on each property's Runoff Area (AR) using the following formula: AR = AB + AOI + (0.25 x AP)<br>Where: AP = Building Area (sq.ft.)<br>AOI = Other Impervious Area (sq.ft.)<br>AP = Previous Area (sq.ft.) | ~~$32.16$40.52 x property's impervious area (in square feet).~~ Annual Fee = # of ESUs x 12 x $40.52 |
| Sanitation Fees | |
| Annual Assessment per unit – single-family | ~~$393.86~~$405.68 |
| Mobile home | ~~$393.86~~$405.68 |
| ~~Multi-family less than 5 units/bldg.~~ Multi-family (fewer than 5 units per building) | ~~$393.86~~$405.68 |
| ~~Multi-family more than 4 units/bldg.~~ Multi-family (5 or more units per building) | ~~$0.00~~ Classified as commercial and billed based on total container capacity (in cubic yards) and service frequency, in accordance with the Commercial Dumpster Collection & Disposal Rate Schedule. |

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| Special Pickups | |
| Large vegetation piles greater than ten (10), but less than twenty (20) cubic yards | $70.00 |
| Large vegetation piles greater than twenty (20) cubic yards, per truck load | $70.00, plus cost of disposal |
| Non-containerized household trash greater than ten (10), but less than twenty (20) cubic yards | $70.00 |
| Non-containerized household trash greater than twenty (20) cubic yards, per truck load | $70.00, plus cost of disposal |
| Special Pickup Charge – in addition to special pickup and other charges, there will be an additional fee when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in the "Base Level of Service". | $50.00 |
| Late fee per month on the outstanding balance beginning thirty (30) or more days following rendition of the bill | $16.50 or 1.5% (whichever is greater) |
| Dumpster service removal and reinstatement | |
| First offense | $110.00 |
| Second offense | $220.00 |
| Third and subsequent offense | $550.00 |
| Collection – account subject to referral to collection agency or property lien for any bill remaining unpaid forty-five (45) days after rendition | |
| | |
| Additional 96-gallon garbage cart set-up fee – single-family. Requires x2/week service and monthly billing per .5 CY commercial rate. | One time set-up fee of $85.00 and a monthly fee of $16.41 |
| Single-family residential properties utilizing five (5) or more 96-gallon garbage carts shall be reclassified as commercial sanitation accounts due to the volume and frequency of service required.<br>Each 96-gallon cart shall be considered equivalent to 0.5 cubic yards (CY) of container capacity. The applicable monthly fee will be calculated based on the Town's Commercial Dumpster Collection & Disposal Rate Schedule, corresponding to the total cubic yardage and service frequency requested. | Monthly Rate = Number of Carts × 0.5 CY × Rate per CY (based on service frequency) |
| Commercial Property Assessment | |
| Commercial class – Low generator class | $0.018 |
| Medium generator class | $0.066 |
| High generator class | $0.235 |
| Non-generator class | $0.018 |
| The above schedule is applicable to annual assessment calculated on the basis of the Palm Beach County Solid Waste Authority (SWA) waste generation data/property/year. | |
| Agricultural Class | |
| 0 – 10 acres | $59.13 |
| 11 – 99 acres | $5.92/acre |

| | |
|---|---|
| 100 + acres | $591.25 |
| | |
| Commercial dumpster collection & disposal rate chart | |
| 1X 2X 3X 4X 5X<br>.5CY N/A ~~74.71~~$76.95 N/A N/A N/A<br>2CY ~~149.41~~$153.89 ~~298.83~~$307.79 ~~448.2~~$461.69~~4~~<br>~~597.65~~$615.58 ~~747.07~~$769.48<br>3CY ~~224.12~~$230.84 ~~448.24~~$461.68 ~~672.36~~$692.53<br>~~896.48~~$923.37 ~~1120.60~~$1,154.22<br>4CY ~~298.83~~$307.79 ~~597.65~~$615.58 ~~896.48~~$923.37<br>~~1195.31~~$1,231.17 ~~1494.13~~$1,538.95<br>6CY ~~448.24~~$461.68 ~~896.48~~$923.37 ~~1344.72~~$1,385.06<br>~~1792.96~~$1,846.75 ~~2241.20~~$2,308.44<br>8CY ~~597.65~~$615.58 ~~1195.31~~$1,231.17 ~~1792.96~~$1,846.75<br>~~2390.61~~$2,462.33 ~~2988.27~~$2,988.27 | |
| The above schedule reflects the Town's current collection rate | ~~$14.35~~$14.78 per cubic yard of container |
| Plus, the Palm Beach County Solid Waste Authority's (SWA) current year disposal rate of | $2.814 per cubic yard |
| Total collection and disposal rate equals | ~~$17.24~~$17.59 per cubic yard |
| | |
| The SWA calculates non-compacted garbage and trash to weigh 134 pounds per cubic yard and charges: | $42.00 per ton for disposal |
| 134 lbs. per cubic yard X $42.00 per ton / 2000 lbs. per ton equals | $2.814 per cubic yard disposal fee |
| | |
| Special pickups – customer must call for special pickup | |
| | |
| Commercial dumpster special pickup rate chart | |
| 2CY → ~~$57.54~~$59.27<br>3CY → ~~$71.88~~$73.95<br>4CY → ~~$86.23~~$88.82<br>6CY → ~~$114.93~~$118.38<br>8CY → ~~$143.62~~$147.93 | |
| | |
| Assigned Dumpster | ~~$14.35~~$14.78 per cubic yard container capacity |
| (~~$14.35~~ $14.78collection rate + $2.814 disposal rate) above the regularly scheduled service amount calculated on the basis of SWA waste generation data/property/year. | |
| | |
| In addition to the ~~$17.24~~$17.59 per cubic yard rate, there will be an additional | $30.00 |
| Commercial Dumpster Locking Device Installation | $100.00 |

| | |
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| | |
| Other Fees | |
| Application for Traffic Calming Measures | $50.00 |
| Right-of-way Permit Application **Moved to Community Dev. | -2% of the total estimated project cost or a minimum of $75. |
| Swale Planting Permit Application | $100.00 |

**Special Events Department**

| **Town Events** | |
|---|---|
| Food Vendors | $50.00 |
| Business Vendors | ~~$25.00~~ $50.00 |
| Art & Craft Vendors | $20.00 |
| Non-Profits | $0.00 |
| | |
| **Facility Rentals** | |
| **Mirror Ballroom** | |
| Refundable Security Deposit | $500.00 |
| Resident Rate | ~~$100.00~~ $125.00 per hour |
| Non-Resident Rate | ~~$130.00~~ $175.00 per hour |
| Staff Fee | ~~$30.00~~ $40.00 per hour |
| Cleaning Fee | ~~$125.00~~ $150.00 |
| **Kelsey Park Indoor Pavilion** | |
| Refundable Security Deposit | $250.00 |
| Resident Rate | ~~$90.00~~ $75.00 per hour |
| Non-Resident Rate | ~~$120.00~~ $100.00 per hour |
| Staff Fee | ~~$30.00~~ $40.00 per hour |
| Cleaning Fee | ~~$125.00~~ $150.00 |
| **Kelsey Park South Pavilion** | |
| Refundable Security Deposit | $100.00 |
| Resident Rate | $50.00 |
| Non-Resident Rate | $75.00 |
| **Kelsey Park Playground Pavilion** | |
| Refundable Security Deposit | $100.00 |
| Resident Rate | $100.00 |
| Non-Resident Rate | $125.00 |
| **Kelsey Park North Pavilion or West Ilex Park Pavilion** | |
| Refundable Security Deposit | $100.00 |
| Resident Rate | $40.00 |
| Non-Resident Rate | $65.00 |

| | |
|---|---|
| **Blakely Commons Gazebo** | |
| Refundable Security Deposit | $200.00 |
| Resident Rate | $50.00 per hour |
| Non-Resident Rate | $75.00 per hour |
| **Lake Park Harbor Marina, Kelsey Park (East and West)** | |
| Refundable Security Deposit | ~~$1,500.00~~ $2,000.00 |
| Resident Rate | $500.00 |
| Non-Resident Rate | $600.00 |
| Restroom Cleaning Fee | $150.00 |
| Restroom Attendant Fee | $25.00 per hour |
| **Summer Camp** | |
| Resident Rate | ~~$200.00~~ $250.00 per session |
| Non-Resident Rate | ~~$250.00~~ $300.00 per session |
| Extended Care | ~~$80.00~~ $100.00 per session |
| **Bert Bostrom Park** | |
| Refundable Security Deposit | ~~$500.00~~ $2,000.00 |
| Field Rental Fee | ~~$10.00~~ $20.00 per hour |
| Light Fee | ~~$20.00~~ $30.00 per hour |
| Game Day Fee | ~~$200.00~~ $500.00 |
| Staff Fee | ~~$30.00~~ $40.00 per hour |
| Restroom Cleaning Fee | $150.00 |
| Restroom Attendant Fee | $25.00 per hour |
| **Recreation Programs** | |
| Kids (ages 4-17) | $50.00 per session |
| Adults (ages 18 and up) | $50.00 per session |
| Instructor Fee | ~~$20.00~~ $25.00 per hour |
| Tennis and Pickleball Courts | |
| Special Event Refundable Security Deposit | $1,000.00 |
| Special Event Resident Rate | $500.00 |
| Special Event Non-Resident Rate | $600.00 |
| Court Rental Fee Resident Rate | $10.00 per hour |
| Court Rental Fee Non-Resident Rate | $20.00 per hour |

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**Town Clerk**

| | |
|---|---|
| Lien searches – includes code violations, open building permits, & Sanitation services | $100.00 standard<br>$150.00 rush (within 24-hr.) |
| Public Records Request | $0.15 per copy |
| | $0.20 double sided copy |

ALL APPLICATION FEES ARE COLLECTED UPON SUBMITTAL

# Exhibit "A" Master Fee Schedule

**Community Development**

| **Building Permit Fees** | | |
|---|---|---|
| The Permit Fee Schedule shall be based on total valuation as follows: | | |
| **No.** | **TYPE OF FEE** | **FEE** |
| | Base Fee for all Zoning Reviews and for Telecommunication permit applications. | $100 (State surcharge does not apply) |
| | Minimum Permit Fee up to $2,499.00 in value | $150.00 |
| | $2,500.00 and up. | $150.00 plus 2.% of permit value |
| | | |
| If a building permit requires Engineering review, this will be assessed at an additional fee per the Town's Engineering contract, with a minimum one (1)-hour charge. | | |
| | Inspection Fee | $100.00 |
| All permit applications will include required inspections in the permit fee. If additional non-permit related inspections; zoning certificate inspections; structural code compliance inspections; fire damage inspections; courtesy inspections; and all other inspections not otherwise listed are required, a $100 inspection fee PER inspection will be assessed | | |
| | Re-inspection Fee | $100.00 |
| | Low-Voltage alarm system permit or low-voltage electric fence | As defined by Florida State Statue |
| | **Additional Permit-Related Fees** | |
| | Permit Revision Administrative Fee utilizing the same Permit number | $75.00 |
| | Sub-Permit Administrative Fee | $75.00 |
| | Administrative Fee for Permit Renewal/Reissuance | $75.00 |

ADDITIONAL PLAN REVIEW & RELATED SERVICES FEE for non-permit related

Building Official; Plans Examiner; Building Inspector; and Related Services
Per hour fee based on Town Contract, minimum half-hour charge.

Holiday/Weekend Inspections (minimum three (3)-hour charge)
Per hour fee based on Town Contract

Retaining Private Providers for plan reviews and building code services: A permit applicant is entitled to retain a private provider. A letter request must be provided to the Town's building official at permit application and shall be subject to building official approval. All records must be retained by the permit applicant and made available to the Town's staff, building official or inspectors when requested. A permit applicant who retains private providers for plan reviews and other building code services, are required to pay 80% of the permit fee (instead of the entire fee).

**Information Technology Fee** for all department applications that are processed electronically:

| |
|---|
| Fee collected to off-set a portion of the costs associated with configuration and upkeep of computer hardware and software programs, repair, replacement, upgrades, and other information technology improvements: 3% of permit fee, and 3% of application fee for all other electronic applications, minimum of $10 for all applications. |

**PERMIT PENALTIES**

Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town's Building Official, or has not obtained the required building or sign permit shall be subject to the assessment of a penalty of two times (2Xs) the required permit fees listed herein, in addition to the regular permit fees.

| | | |
|---|---|---|
| | | |
| | **CONTRACTOR REGISTRATION FEES:**<br>With Palm Beach County registration with a "W" designation | $2.00 |
| | All Other Contractors | $10.00 |
| | **SIGN PERMIT FEES:** | |
| | All signage, except as otherwise listed | $200.00 |
| | Window/Door Signage and Temporary Signage, including real estate signage (per store window) | $50.00 |
| | **DEVELOPMENT REVIEW FEE SCHEDULE** | |
| 1 | Abandonment of rights of way | $1,800.00 |
| 2 | Abandonment of easements | $1,500.00 |
| 3 | Appeal of Administrative Decisions | $1,000.00 |
| 4 | Comprehensive Plan text amendment | $2,500.00 |
| 5 | Comprehensive future land use map change, small and large | $3,000.00 |
| 6 | Development of Regional Impact | $5,000.00 |
| | a. Annual report review | $500.00 |
| 7 | Development Approval extension | $1,500.00 |
| 8 | Development Pre-Application Meeting | $200.00 |
| 9 | Developer Agreements | $1,500.00 |
| 10 | Planned Unit Development | |
| | a. Master Plan approval | $2,850.00 |
| | b. Modification of an approved Master Plan | $2,300.00 |
| | c. Per waiver request | $250.00 |
| 11 | Site plan, nonresidential or residential multi-family 6 units or greater | |
| | a. 0-14,999 square feet (structure size) | $2,000.00 |

| | | |
|---|---|---|
| | b. Greater than 14,999 square feet (structure size) | $4,000.00 |
| | c. Per waiver request (if applicable) | $250.00 |
| 12 | Site Plan residential within Mixed-Use projects (in addition to nonresidential fees) | |
| | a. Base fee | $1,500.00 |
| | b. Additional fee, after the initial 10 units | $ 10.00 per unit |
| 13 | Special Exception or Conditional Use, nonresidential and residential (one use per application) | |
| | a. 0-14,999 square feet (structure size) | $1,600.00 |
| | b. Greater than 14,999 square feet (structure size) | $3,000.00 |
| 14 | Variance or Waiver, nonresidential | $1,250.00 |
| 15 | Variance or Waiver, residential principal structure | $750.00 |
| 16 | Zoning code text amendment | $2,500.00 |
| 17 | Zoning map amendment | $2,500.00 |
| 18 | Zoning determination letter | $175.00 |
| 19 | Zoning Confirmation Certificate | $125.00 |
| 20 | Zoning Inspection (inspection of premises – per housing unit, or flat fee for commercial). Maximum $500 for multiple housing units. | $50.00 |
| 21 | Home Occupation Zoning Confirmation Certificate | $125.00 |
| 22 | Special Event Permit (non-profit or individual not affiliated with for-profit entity) | $50.00 |
| 23 | Special Event Permit (commercial/for-profit entity) | $100.00 |
| 24 | Minor Replat/Plat | $1,250.00 |
| 25 | Telecommunications Tower Pre-application permit | $100 |
| 26 | Telecommunications Tower/Co-Location Application | $100 |
| 27 | Certificate of Appropriateness; Designation/De-designation; or Ad Valorem Tax Exemption for historic property (Historic Preservation) | $200.00 |
| 28 | Site Plan or Development Approval Amendment | $500.00 |
| 29 | Fine Reduction or Waiver Request Application – Code Compliance | $100.00 |
| 30 | Time Extension Application – Code Compliance | $100.00 |
| 31 | Out of Town/Mobile Vendor Zoning Review | $50.00 |
| 32 | Voluntary Annexation | $1,250 |
| 33 | Annual Bank Registration Fee | $150.00 |
| 34 | Unity of Title | $500.00 |
| 35 | Alcohol License Review | $100 |
| 36 | Address Assignment/Revision Fee | $100 |

*Recovery of additional costs*. In addition to the afore-stated fees, the Town may, in addition to the applicable application fee, recover the costs referenced below, including, but not limited to, the following:

1) Consultant fees incurred by the Town, whenever the Town deems it necessary to retain an outside consultant, or additional services, to assist Town staff in the review and processing of applications for approval, such as the review and analysis of property appraisals, traffic impact analysis, vegetation and environmental assessments, archeological or historic assessments, market studies, engineering studies or reports, telecommunications facility siting, and any other documents, studies, data, reports and other materials.
2) Attorney's fees incurred by the Town Attorney or other legal counsel retained by the Town in connection with the review and processing of an application listed herein, and the preparation and/or review of legal documents.
3) Costs incurred by the Town in connection with advertising, publication, and mailing of legal notices for public hearings, workshops, or other public meetings; recording fees for the cost of recording instruments in the public records of Palm Beach County.
4) In the event that at the time an application is received by the Town, additional costs are reasonably anticipated by the Town to be incurred by the Town, the Town may require the applicant as a condition precedent to processing the application, to deposit an amount estimated by the Town's Community Development Director, to be a sufficient cost deposit. Any monies provided to the Town as a cost deposit, shall be placed into an escrow account created by the Town. After the application is closed out, the Town shall refund any unused cost deposit funds to the applicant.
5) The minimum cost deposit shall be $1,500 or a greater amount if deemed necessary by the Town's Community Development Director to cover all anticipated expenses, whichever is greater.

| **Code Section** | **FINE FEES**<br>**Violation Description**<br>**An administrative cost of $10 will be added to all parking-related fines listed on this schedule to recover enforcement tracking software costs charged by the Clerk of the Court.** | **Fine** |
|---|---|---|
| 10-31 and 10-32 | Nuisance | $100.00 |
| 10-153 and 10-154 | Noise disturbance<br>1st Offense<br><br>2nd Offense (minimum of 30 minutes following the 1st offense and within the same 24-hour period)<br><br>3rd Offense and every subsequent offense occurring a minimum of 30 minutes after the 3rd offense and within the same 24-hour period after the 1st Offense) | $250.00<br><br>$350.00<br><br>$450.00 |
| 16-3 | Unlawful trespass on public land | $125.00 |
| 18-61<br>11-14 | Domestic animals prohibited in park<br>Dogs running at large prohibited - leash required | $50.00 |
| 18-85 | Violation of permit terms for use of park | $50.00 |
| 18-81 | No permit for special event | $250.00 |
| 20-32 | No permit for garage sale | $50.00 |
| 24-34 | Illegal roll-off (residential) | $250.00 |
| 24-74 | Illegal roll-off (commercial) | $250.00 |
| 24-8 | Illegal dumping / littering | $250.00 |

| | | |
|---|---|---|
| 24-39 | Overloaded sanitation container (Residential) | $50.00 |
| 24-78 | Overloaded sanitation container (Commercial) | $50.00 |
| 30-2 | Prohibited parking | $100.00 |
| 31-9 | Blocking Parking Aisles in the Marina | $100.00 |
| 30 -33 | Commercial loading and unloading | $250.00 |
| 30 -35 | Parking commercial vehicle in residential area | $125.00 |
| 32 -57 | Illegal watering 1st offense | $50.00 |
| 32 -57 | Illegal watering 2nd offense | $250.00 |
| 32-57 | Illegal watering 3nd or more offense | $500.00 |
| 34-6 | Hatracking; tree topping | $250.00 |
| 70-32 | Sign code violation (Town-wide) | $125.00 |
| 2-320 | No out of Town Business Registration | $50.00 |
| 70-103(1)(c) | Garage/Yard Sale Signage Violation | $50.00 |
| 76-95 | Failure to pay Marina Overnight Parking Fee, or Marina Launching Ramp Fee | $100.00 per violation |

**Finance**

| | |
|---|---|
| **Dishonored Checks** | $25.00 Face Value up to $50.00 |
| | $30.00 Face Value $50.01 - $300.00 |
| | $40.00 Face Value $300.01 - $800.00 |
| | Or |
| | 5% of Face Value if over $800.00 |
| Service Fee structure in accordance with Florida State Statues 166.251 and 832.05 | |

**Harbor Marina**

| **Slip Leases** DOCKAGE (calculated at Vessel Length Overall; Greater of Vessel Length or Slip Length) | | **Fee** |
|---|---|---|
| Annual (12 month minimum – Rate/Month) | Per Foot | $30.00/ft |
| E Dock Special (Less than 30') | Per Month | $/ft 660 |
| 35' Floating Dock<br>36' - 44'<br>45'- 49'<br>50'- 59'<br>60' + | Per Foot<br>$33.75 per ft<br>$34.50 per ft<br>$36.00 per ft<br>$37.50 per ft | $/ft $34.50 |
| Charter Annual | | $/f $40.00 |
| REMOVE | | |
| Seasonal (Rate/Month) | | |
| Summer Monthly – May 1 to October 31 | | $33.00/ft |
| Winter Monthly – November 1 to April 30 | | $40.50/ft |
| Transient (Rate/Day) | | |
| Summer – May 1 to October 31 | | $3.50/ft |

| | |
|---|---|
| Winter – November 1 to April 30 | $4.00/ft. |
| Utilities – Lease (water/garbage/electric) mandatory fee | |
| 110/30amp (Extra Cord Add $40) | $115.00/mo. |
| 220/50amp (Extra Cord Add $80) | $160.50/mo. |
| Utilities – Transient (water/garbage/electric) mandatory fee | |
| 110/30amp (per day per cord) | $10.00/day |
| 220/50amp (per day per cord) | $15.00/day |
| Boat Ramp Fees | |
| Daily Boat Launch | $10.00 |
| Overnight Parking (Per Night) | $40.00 |
| Annual Pass | $210.00 |
| Semi-Annual Pass | $105.00 |
| Commercial Pass | $500.00 |
| | Remove |
| | NA Remove |
| | NA Remove |
| | NA Remove |
| | NA Remove |
| Miscellaneous Fees | |
| Overnight Vehicle Parking (non-leaseholder) | $ $15.00 per night |
| Lost Key Replacement | $35.00 |
| Pump out | $5.00 |
| Water Tank Fill | $10.00 |
| Water Tank Fill (50 gal plus) | $15.00 |
| Port Charge | $20.00$25.00 |
| Port Charge (50’ LOA plus) | $30.00$35.00 |
| Port Charge Charter / Commercial – Any size | $55.00 |
| | |

**Library**

| Item | Fee |
|---|---|
| Library Cards | |
| Initial library card at registration | No charge |
| Replacement card | $3.00 |
| Copies | |
| Black and white per page | $ .15 |
| Color | $ .50 |
| Printing | |

| | |
|---|---|
| Black and white per page | $ .15 |
| Fax | |
| Per page within the United States | $ .50 |
| Per page international | $2.00 |
| Scan document to USB or Email | |
| Per page | $ .05 |
| Repair items – usability to be judged by staff | |
| Torn page per page – paper/book can be repaired using archival tape or glue to original usability | $2.50 |
| Torn page per page – part of paper/book missing – cannot be repaired to original usability | Must be replaced |
| Repair book hinge | $5.00 |
| Replace text block – repair book hinges | $10.00 |
| Re-glue text to spine in perfect binding | No charge |
| Re-glue text to spine in perfect binding – sections of book missing | Must be replaced |
| Part of item missing – usable without part | $5.00 |
| Part of item missing – not usable without part | Must be replaced |
| Item defaced – item can be repaired to original usability | $5.00 |
| Item defaced – item cannot be repaired to original usability | Must be replaced |
| Returned with unknown substance on item – substance can be removed without damaging the book | $5.00 |
| Returned with unknown substance on item – substance cannot be removed without damage | Must be replaced |
| Returned with potentially hazardous material or insects in/on item | Must be replaced |
| Water damage | Must be replaced |
| Replacement | |
| Barcode | $1.00 |
| RFID Tag | $1.00 |
| Books | At cost per book, same edition, same publisher. Additional $5.00 per book for cost of technical processing. |
| Digital & Audio Media – DVD, BluRay, CD, and other similiar | At cost per media, same edition, same publisher. Additional $5.00 per media for cost of technical processing. |

| | |
|---|---|
| Electronic device – Laptops, tablets, and other similiar | At cost per device, same brand and model. Additional $50.00 per electronic device for cost of technical processing |
| Electronic device accessories | At cost per accessory, same brand and model. Additional $5.00 per accessory for cost of technical processing |
| Hotspot | |
| Case | $20.00 |
| Charger Cord | $5.00 |
| Hotspot Device | $100.00 |
| Laminated Instructions | $2.00 |
| USB Wall Charger | $5.00 |
| Refunds – No refund if item found after four (4) days | |
| Replacement charges paid for any lost item, shall be refunded upon return of the item in good condition within four (4) days of payment. | |
| Processing fees are not refundable | |
| | |
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**Public Works**

| | |
|---|---|
| Stormwater Fees | |
| Equivalent Stormwater Unit (ESU) Rate | $40.52 |
| Residential Property (Annually) | $486.26 |
| Commercial Property/Non-Residential Property (Annually)<br>Calculated based on each property's Runoff Area (AR) using the following formula: AR = AB + AOI + (0.25 x AP)<br>Where: AP = Building Area (sq.ft.)<br>AOI = Other Impervious Area (sq.ft.)<br>AP = Previous Area (sq.ft.) | Annual Fee = # of ESUs x 12 x $40.52 |
| Sanitation Fees | |
| Annual Assessment per unit – single-family | $405.68 |

| | |
|---|---|
| Mobile home | $405.68 |
| Multi-family (fewer than 5 units per building) | $405.68 |
| Multi-family (5 or more units per building) | Classified as commercial and billed based on total container capacity (in cubic yards) and service frequency, in accordance with the Commercial Dumpster Collection & Disposal Rate Schedule. |
| Special Pickups | |
| Large vegetation piles greater than ten (10), but less than twenty (20) cubic yards | $70.00 |
| Large vegetation piles greater than twenty (20) cubic yards, per truck load | $70.00, plus cost of disposal |
| Non-containerized household trash greater than ten (10), but less than twenty (20) cubic yards | $70.00 |
| Non-containerized household trash greater than twenty (20) cubic yards, per truck load | $70.00, plus cost of disposal |
| Special Pickup Charge – in addition to special pickup and other charges, there will be an additional fee when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in the "Base Level of Service". | $50.00 |
| Late fee per month on the outstanding balance beginning thirty (30) or more days following rendition of the bill | $16.50 or 1.5% (whichever is greater) |
| Dumpster service removal and reinstatement | |
| First offense | $110.00 |
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| 11 – 99 acres | $5.92/acre |
| 100 + acres | $591.25 |
| | |
| Commercial dumpster collection & disposal rate chart | |
| 1X 2X 3X 4X 5X<br>.5CY N/A $76.95 N/A N/A N/A<br>2CY $153.89 $307.79 $461.69 $615.58 $769.48<br>3CY $230.84 $461.68 $692.53 $923.37 $1,154.22<br>4CY $307.79 $615.58 $923.37 $1,231.17 $1,538.95<br>6CY $461.68 $923.37 $1,385.06 $1,846.75 $2,308.44<br>8CY $615.58 $1,231.17 $1,846.75 $2,462.33 $2,988.27 | |
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| | |
| The SWA calculates non-compacted garbage and trash to weigh 134 pounds per cubic yard and charges: | $42.00 per ton for disposal |
| 134 lbs. per cubic yard X $42.00 per ton / 2000 lbs. per ton equals | $2.814 per cubic yard disposal fee |
| | |
| Special pickups – customer must call for special pickup | |
| | |
| Commercial dumpster special pickup rate chart | |
| 2CY → $59.27<br>3CY → $73.95<br>4CY → $88.82<br>6CY → $118.38<br>8CY → $147.93 | |
| | |
| Assigned Dumpster | $14.78 per cubic yard container capacity |
| ($14.78collection rate + $2.814 disposal rate) above the regularly scheduled service amount calculated on the basis of SWA waste generation data/property/year. | |
| | |
| In addition to the $17.59 per cubic yard rate, there will be an additional | $30.00 |

| | |
|---|---|
| Commercial Dumpster Locking Device Installation | $100.00 |
| | |
| Other Fees | |
| Application for Traffic Calming Measures | $50.00 |
| Right-of-way Permit Application **Moved to Community Dev. | 2% of the total estimated project cost or a minimum of $75. |
| Swale Planting Permit Application | $100.00 |

**Special Events Department**

| | |
|---|---|
| **Town Events** | |
| Food Vendors | $50.00 |
| Business Vendors | $50.00 |
| Art & Craft Vendors | $20.00 |
| Non-Profits | $0.00 |
| | |
| **Facility Rentals** | |
| **Mirror Ballroom** | |
| Refundable Security Deposit | $500.00 |
| Resident Rate | $125.00 per hour |
| Non-Resident Rate | $175.00 per hour |
| Staff Fee | $40.00 per hour |
| Cleaning Fee | $150.00 |
| **Kelsey Park Indoor Pavilion** | |
| Refundable Security Deposit | $250.00 |
| Resident Rate | $75.00 per hour |
| Non-Resident Rate | $100.00 per hour |
| Staff Fee | $40.00 per hour |
| Cleaning Fee | $150.00 |
| **Kelsey Park South Pavilion** | |
| Refundable Security Deposit | $100.00 |
| Resident Rate | $50.00 |
| Non-Resident Rate | $75.00 |
| **Kelsey Park Playground Pavilion** | |
| Refundable Security Deposit | $100.00 |
| Resident Rate | $100.00 |
| Non-Resident Rate | $125.00 |
| **Kelsey Park North Pavilion or West Ilex Park Pavilion** | |
| Refundable Security Deposit | $100.00 |
| Resident Rate | $40.00 |
| Non-Resident Rate | $65.00 |
| **Blakely Commons Gazebo** | |
| Refundable Security Deposit | $200.00 |
| Resident Rate | $50.00 per hour |
| Non-Resident Rate | $75.00 per hour |

| Lake Park Harbor Marina, Kelsey Park (East and West) | |
|---|---|
| Refundable Security Deposit | $2,000.00 |
| Resident Rate | $500.00 |
| Non-Resident Rate | $600.00 |
| Restroom Cleaning Fee | $150.00 |
| Restroom Attendant Fee | $25.00 per hour |
| **Summer Camp** | |
| Resident Rate | $250.00 per session |
| Non-Resident Rate | $300.00 per session |
| Extended Care | $100.00 per session |
| **Bert Bostrom Park** | |
| Refundable Security Deposit | $2,000.00 |
| Field Rental Fee | $20.00 per hour |
| Light Fee | $30.00 per hour |
| Game Day Fee | $500.00 |
| Staff Fee | $40.00per hour |
| Restroom Cleaning Fee | $150.00 |
| Restroom Attendant Fee | $25.00 per hour |
| **Recreation Programs** | |
| Kids (ages 4-17) | $50.00 per session |
| Adults (ages 18 and up) | $50.00 per session |
| Instructor Fee | $25.00per hour |
| Tennis and Pickleball Courts | |
| Special Event Refundable Security Deposit | $1,000.00 |
| Special Event Resident Rate | $500.00 |
| Special Event Non-Resident Rate | $600.00 |
| Court Rental Fee Resident Rate | $10.00 per hour |
| Court Rental Fee Non-Resident Rate | $20.00 per hour |

**Town Clerk**

| | |
|---|---|
| Lien searches – includes code violations, open building permits, & Sanitation services | $100.00 standard<br>$150.00 rush (within 24-hr.) |
| Public Records Request | $0.15 per copy |
| | $0.20 double sided copy |

# Community Development Department Fee Schedule Update Key Findings

## Building Permit Fees

Staff has reviewed 14 other municipalities building permit fee schedules to see if our fees are keeping pace with inflation and averages in other jurisdictions. The reviewed building permit fees included Boca Raton, Riviera Beach, North Palm Beach, Jupiter, Greenacres, Boynton, and Palm Beach Gardens, among others. Most municipalities have unique methodologies for calculating permit fees; about half use flat base fees plus percentage multiples of job value and the remainder use percentage multiples only. Some have totally unique methodologies, like Highland Beach, where the fee is $25 per thousand of job valuation.

In both the flat fee plus percentage multiple and percentage multiple only systems, the percentage multiplier tended to range between 1% to 3%.

For those systems that used base fees in addition to multiples, these tended to vary based on whether zoning, state surcharges, or other fees were included (e.g., digitizing fees or application intake fees).

Lake Park currently uses a base fee plus a percentage multiple approach. For permits up to $2,499 in job value, the permit fee is a flat $100. For permits $2,500 and to $999,999, the fee is $100 plus 2% of the job value. Finally, there is a tier for permit valuations $1,000,000 and up, which is $100 plus 1% of the job value.

## Proposed Building Permit Fee Changes

We are proposing to amend our fee system to operate as follows (note, while the proposal will place us slightly higher than the average fees per our research, it will allow the Town to better meet our operational expenses for permitting related activities, that, according to the Town's Finance Department, averages $480,000 per year with only approximately $250,000 in total revenue retained by the Town in the current fiscal year pursuant to our contractual revenue share with CAP of 30% (Town Staff is looking into alternative Building Official/Inspectors/Plan Reviewers contractual options in the upcoming fiscal year as well): for job valuations up to $2,499, the $100 flat fee would be modified to $150. For permits over $2,500 in job value, the modified $150 flat fee, plus the current 2% multiplier would apply. We are proposing eliminating the separate tier for $1,000,000 permits. The intent of these changes is to normalize our fee intake across permit valuation tiers while still preserving the nominal permit fees for small jobs. Table 1 below illustrates the effect these changes will have based on the minimum-applicable $2,500 job value and a $25,000 job value.

*Table 1*

| Job Value | $2,500.00 | $25,000.00 |
|---|---|---|
| LP Current (2% plus $100) | $150.00 | $600.00 |
| LP Proposed (2% plus $150) | $200.00 | $650.00 |

Additionally, the following permit fees are proposed to be created or changed:

- An Information technology fee for all department applications that are accepted/processed electronically. This would be a new fee to offset the costs of configuring, operating and maintaining the Tyler web system (that is currently being configured).
- Inspection fee change: formerly $40, increasing to $100.
- Reinspection fee: formerly $75, increasing to $100.
- Permit revision administrative fee: formerly $50, increasing to $75.
- Sub-Permit administrative fee: formerly $50, increasing to $75.
- Administrative fee for permit renewal or reissuance: formerly $60, increasing to $75.

## Planning Department Fees

In order to assess the state of Lake Park's Community Development Department fees, staff created a matrix of our most common application types, including site plans, PUD plans, special exception (sometimes called conditional use in other jurisdictions), variance (nonresidential), zoning letter, and plat, among others. Twelve Palm Beach County municipalities were selected as comparable jurisdictions and their fee data was incorporated into the matrix and averaged. These averages reveal where Lake Park's fees differ from our counterparts. Please see Figure 1 below for the fees where Lake Park charges below the average. In the case of voluntary annexation, we had no fee so a new one has been created based on the averages of the reviewed jurisdictions. Figure 2 depicts the recommended fee changes based on the findings of the averages.

| Figure 1 | Conditional Use (all districts or nonresidential)<br>• See Note | PUD / Master Plan (Major or undifferntiated) | PUD / MP Amendment (Major or undifferentiated) | Variance (Nonresi) | Zoning Letter | Replat or plat | Annexation |
|---|---|---|---|---|---|---|---|
| AVGs | $ 1,598.08 | $ 2,892.50 | $ 2,300.00 | $ 1,290.77 | $ 170.77 | $ 1,423.08 | $1,264 |
| Lake Park Current | $ 1,500.00 | $ 2,000.00 | $ 1,000.00 | $ 1,000.00 | $ 125.00 | $ 500.00 | None |

- Note: Lake Park uses a square foot based approach for the special exception / conditional use fee. Other jurisdictions tended to utilize one flat fee for the special exception or differentiated by residential versus commercial, whereas we do not. Currently, our two special exception tiers are 0-14,999 SF = $1,500 and greater than 14,999 SF = $3,000. For this category, our base fee is very close to the average and we recommend changing the base fee only while leaving the greater than 14,999 SF fee as is.

## Proposed Fee Schedule Changes

| Figure 2 | Variance (Nonresi) | Zoning Letter | Replat or plat | Conditional Use (all districts or nonresidential) * See Note | PUD / Master Plan (Major or undifferentiated) | PUD / MP Amendment (Major or undifferentiated) | Annexation |
|---|---|---|---|---|---|---|---|
| AVGs | $ 1,290.77 | $ 170.77 | $ 1,423.08 | $ 1,598.08 | $ 2,892.50 | $ 2,300.00 | $1,264 |
| LP Current | $1,000 | $125 | $500 | $1,500 | $2,000 | $1,000 | $0 |
| LP NEW | $ 1,250.00 | $ 175.00 | $ 1,250.00 | $ 1,600.00 | $ 2,850.00 | $ 2,300.00 | $1,250 |

## Other Planning and Zoning function fees:

While the main analysis has focused on updating existing fees within our existing framework, as part of the research process, note has been made of other Planning and Zoning related fees and methodologies that Lake Park does not currently utilize. These include the following, which have been provided for consideration and discussion. These fee proposals are summarized in Figure 3 at the end.

- Alcohol License sign off: zoning review is routinely conducted for requests for 2COP or 4COP licenses. Currently, there is no charge for this review but in other jurisdictions, a fee is assessed. Boynton Beach charges $100 for a new review and $50 for a renewal of a previous approval. North Palm Beach charges $100 for alcohol license applications. Lake Worth Beach charges $100 for a new license application. Boca Raton charges $205.

  Recommendation: $100 alcohol review fee.

- Zoning Review Fees for Building Permit review: currently, zoning is involved in a large number of building permits for exterior modifications to review features like architectural code conformity, setbacks, parking, and use. However, Lake Park does not currently charge a separate zoning review fee with building permits. In some jurisdictions like Tequesta, there is a zoning review fee. In Tequesta, 1% of permit value is charged for zoning review on building permits. North Palm Beach charges either $125, $150 or $250 for zoning review depending on the building permit value.

  Recommendation: $100 zoning review fee for building permits.

- Address Assignment: often, developers and property owners petition the Town for address assignment. While this function appears to be something that can be done by the Property Appraiser's Office (they maintain an application for it), often applicants will come to the Town for this assignment. In North Palm Beach, address assignment and change costs $100. Palm Beach Gardens charges at minimum $100 for address change with other fees that may apply for addressing plans. Loxahatchee Groves charges $500 for address assignment or change.

  Recommendation: $100 address assignment or revision fee.

- Annual mobile vendor fee has been deleted in accordance with State Statute's prohibition on taxing mobile vendors but the mobile vendor review fee of $50 per application will remain to cover zoning review.

- Signage fees are being updated to increase the base signage fee to $200. Window/door signage shall remain $50 and temporary signage will be consolidated under this category to reflect a reduced fee of $50. This is in response to a marked increase in signage permit requests; in 2024, Community Development processed 41 signage permits throughout the entire calendar year. So far in 2025, we have processed 54. With four months left in the year, we are on track for our highest number of reviews in the last 5 years. This change is attributable in large part to the efforts of Code Enforcement educating business owners on signage permitting requirements. More importantly, the required procedural steps involved in in-taking, processing, tracking, and issuing signage permits remains the same regardless of the signage permit value there by justifying a consistent base fee for all signage.

| Figure 3 | Alcohol License Signoff | Annual Mobile vendor review | Zoning Review Fee for all reviews | Address Assignment | Signage Fees (except window/door and temporary) |
|---|---|---|---|---|---|
| LP Current | 0 | $50 | 0 | 0 | $100 |
| LP NEW | $100 | $50 | $100 | $100 | $200 |

Lake Park Harbor Marina

Rate & Fee Schedule

*Effective October 1, 2025*

| Slip Lease | Price |
|---|---|
| ANNUAL – CHARGED BASED ON SLIP LENGTH OR LOA WHICHEVER IS GREATER | |
| E Dock Special (less than 30' LOA) | $660.00 /mo. |
| Less than 35' FLOATING DOCK | $38.00 ft/mo |
| 36'-44' | $33.75 ft/mo |
| 45' - 49' | $34.50 ft/mo |
| 50' - 59' | $36.00 ft/mo |
| Over 60' | $37.50 ft/mo |
| CHARTER ANNUAL (any Size) | $40.00 ft/mo |
| | |
| **TRANSIENT MONTHLY** | **Price** |
| Summer Monthly | |
| Less than 35' (floating dock) | $42.00 ft/mo |
| 36'-44' | $37.00 ft/mo |
| 45' - 49' | $38.00 ft/mo |
| 50' - 59' | $40.00 ft/mo |
| Over 60' | $41.25 ft/mo |
| | |
| Winter Monthly | |
| Less than 35' (floating dock) | $49.00 ft/mo |
| 36'-44' | $43.75 ft/mo |
| 45' - 49' | $45.00 ft/mo |
| 50' - 59' | $46.75 ft/mo |
| Over 60' | $48.75 ft/mo |
| **TRANSIENT OVERNIGHT** | **Price** |
| Summer Overnight (May 1 — October 31) | $3.50 /day |
| Winter Overnight (November 1 — April 30) | $4.00 /day |
| **UTILITIES (Annual, Charter, Commercial, Trans. Monthly) — mandatory** | **Price** |
| 120/30A (Extra Cord add $40) | $115.00 /mo. |
| 240/50A (Extra Cord add $80) | $160.50 /mo. |
| **UTILITIES (Transient Overnight) — mandatory** | **Price** |
| 120/30A (Per Day Per Cord) | $10.00 /day |
| 240/50A (Per Day Per Cord) | $15 .00 /day |
| **Boat Ramp Fees** | **Price** |
| DAILY BOAT LAUNCH | $10.00 |
| OVERNIGHT PARKING (Per Night) | $40.00 |
| ANNUAL LAUNCH PASS | $210.00 |
| SEMI-ANNUAL (6 Mo.) LAUNCH PASS | $105.00 |
| ANNUAL COMMERCIAL LAUNCH PASS | $500.00 |
| **Miscellaneous Fees** | **Price** |
| OVERNIGHT VEHICLE PARKING (non-slipholder) | $15.00 /night |
| LOST KEY REPLACEMENT | $50.00 /key |
| PUMP-OUT | $5.00 |
| WATER TANK FILL | $10.00 |
| WATER TANK FILL (over 50 gallons) | $15.00 |
| PORT CHARGE (pick up, drop off, less than 50') | $25.00 |
| PORT CHARGE (Vessel LOA >50') | $35.00 |
| PORT CHARGE COMMERCIAL / CHARTER (Any Size) | $55.00 |
| | |

*Finance Department Charge Applies For Any Returned Check

Nadia Di Tommaso

Digitally signed by Nadia Di Tommaso
DN: cn=Nadia Di Tommaso, o=Town of Lake Park, ou=Community Development Department, email=ndiTommaso@lakeparkflorida.gov, c=US
Date: 2025.08.26 10:27:59 -04'00'

ALL APPLICATION FEES ARE COLLECTED UPON SUBMITTAL

# Exhibit "A" Master Fee Schedule

**Community Development**

**Building Permit Fees**

The Permit Fee Schedule shall be based on total valuation as follows:

| No. | TYPE OF FEE | FEE |
|---|---|---|
| | Base Fee for all Zoning Reviews ~~Only (for example commercial paint permits, or landscape permits)~~ and for Telecommunication permit applications. | $100 (State surcharge does not apply) |
| | Minimum Permit Fee up to $2,499.00 in value | $10~~5~~0.00 |
| | $2,500.00 ~~– $999,999.00~~and up. | $15~~0~~0.00 plus 2.~~35~~0% of permit value |
| | ~~$1,000,000 and up~~Technology Fee (In addition to base fees for permits valued at $2,500 and up only) | ~~$100.00 plus 1.00%~~ |
| If a building permit requires Engineering review, this will be assessed at an additional fee per the Town's Engineering contract, with a minimum one (1)-hour charge. | | |
| | Inspection Fee | $100~~40~~.00 |
| All permit applications will include required inspections in the permit fee. If additional non-permit related inspections; zoning certificate inspections; structural code compliance inspections; fire damage inspections; courtesy inspections; and all other inspections not otherwise listed are required, a $100~~40~~ inspection fee PER inspection will be assessed | | |
| | Re-inspection Fee | $100~~75~~.00 |
| | Low-Voltage alarm system permit or low-voltage electric fence | As defined by Florida State Statue |
| | **Additional Permit-Related Fees** | |
| | Permit Revision Administrative Fee utilizing the same Permit number | $~~50~~75.00 |
| | Sub-Permit Administrative Fee | $~~50~~75.00 |
| | Administrative Fee for Permit Renewal/Reissuance | $~~60~~75.00 |

ADDITIONAL PLAN REVIEW & RELATED SERVICES FEE for non-permit related

Building Official; Plans Examiner; Building Inspector; and Related Services
Per hour fee based on Town Contract, minimum half-hour charge.

Holiday/Weekend Inspections (minimum three (3)-hour charge)
Per hour fee based on Town Contract

Retaining Private Providers for plan reviews and building code services: A permit applicant is entitled to retain a private provider. A letter request must be provided to the Town's building official at permit application and shall be subject to building official approval. All records must be retained by the permit applicant and made available to the Town's staff, building official or inspectors when requested. A permit applicant who retains private providers for plan reviews and other building code services, are required to pay 80% of the permit fee (instead of the entire fee).

| |
|---|
| **Information Technology Fee** for all department applications that are processed electronically: Fee collected to off-set a portion of the costs associated with configuration and upkeep of computer hardware and software programs, repair, replacement, upgrades, and other information technology improvements: 3% of permit fee, and 3% of application fee for all other electronic applications, minimum of $10 for all applications. |

| | | |
|---|---|---|
| | **PERMIT PENALTIES**<br><br>Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town's Building Official, or has not obtained the required building or sign permit shall be subject to the assessment of a penalty of two times (2Xs) the required permit fees listed herein, in addition to the regular permit fees. | |
| | ~~**MOVING PERMIT FEES:**~~<br>~~For the moving of any building or structure exceeding 500 Sq. Ft the Permit Fee shall be:~~ | ~~$500.00~~ |
| | **CONTRACTOR REGISTRATION FEES:**<br>With Palm Beach County registration with a "W" designation | $2.00 |
| | All Other Contractors | $10.00 |
| | **SIGN PERMIT FEES:**<br>~~Minimum Permit Fee up to $ 3,000.00 in value~~ | ~~$100.00~~ |
| | ~~$3,000.00 and up in value~~ All signage, except as otherwise listed | $200.00 |
| | Window/Door Signage and Temporary Signage, including real estate signage (per store window ~~frontage~~) | $50.00 |
| | **DEVELOPMENT REVIEW FEE SCHEDULE** | |
| 1 | Abandonment of rights of way | $1,800.00 |
| 2 | Abandonment of easements | $1,500.00 |
| 3 | Appeal of Administrative Decisions | $1,000.00 |
| 4 | Comprehensive Plan text amendment | $2,500.00 |
| 5 | Comprehensive future land use map change, small and large | $3,000.00 |
| 6 | Development of Regional Impact | $5,000.00 |
| | a. Annual report review | $500.00 |
| 7 | Development Approval extension | $1,500.00 |
| 8 | Development Pre-Application Meeting | $200.00 |
| 9 | Developer Agreements | $1,500.00 |
| 10 | Planned Unit Development | |
| | a. Master Plan approval | $2,~~00~~850.00 |
| | b. Modification of an approved Master Plan | $~~1,000~~2,300.00 |
| | c. Per waiver request | $250.00 |

| | | |
|---|---|---|
| 11 | Site plan, nonresidential or residential multi-family 6 units or greater | |
| | a. 0-14,999 square feet (structure size) | $2,000.00 |
| | b. Greater than 14,999 square feet (structure size) | $4,000.00 |
| | c. Per waiver request (if applicable) | $250.00 |
| 12 | Site Plan residential within Mixed-Use projects (in addition to nonresidential fees) | |
| | a. Base fee | $1,500.00 |
| | b. Additional fee, after the initial 10 units | $ 10.00 per unit |
| 13 | Special Exception or Conditional Use, nonresidential and residential (one use per application) | |
| | a. 0-14,999 square feet (structure size) | $1,6500.00 |
| | b. Greater than 14,999 square feet (structure size) | $3,000.00 |
| 14 | Variance or Waiver, nonresidential | $1,00250.00 |
| 15 | Variance or Waiver, residential principal structure | $750.00 |
| 16 | Zoning code text amendment | $2,500.00 |
| 17 | Zoning map amendment | $2,500.00 |
| 18 | Zoning determination letter | $1725.00 |
| 19 | Zoning Confirmation Certificate | $125.00 |
| 20 | Zoning Inspection (inspection of premises – per housing unit, or flat fee for commercial). Maximum $500 for multiple housing units. | $50.00 |
| 21 | Home Occupation Zoning Confirmation Certificate | $125.00 |
| 22 | Special Event Permit (non-profit or individual not affiliated with for-profit entity) | $50.00 |
| 23 | Special Event Permit (commercial/for-profit entity) | $100.00 |
| 24 | Minor Replat/Plat | $5001,250.00 |
| 25 | Telecommunications Tower Pre-application permit | $100 |
| 26 | Telecommunications Tower/Co-Location Application | $100 |
| 27 | Certificate of Appropriateness; Designation/De-designation; or Ad Valorem Tax Exemption for historic property (Historic Preservation) | $200.00 |
| 28 | Site Plan or Development Approval Amendment | $500.00 |
| 29 | Fine Reduction or Waiver Request Application – Code Compliance | $100.00 |
| 30 | Time Extension Application – Code Compliance | $100.00 |
| 31 | Out of Town/Mobile Vendor Business Registration ApplicationZoning Review | $50.00 |
| 32 | Annual Out of Town/Mobile Vendor FeeVoluntary Annexation | $250.00$1,250 |
| 33 | Annual Bank Registration Fee | $150.00 |

| | | |
|---|---|---|
| 34 | Unity of Title | $500.00 |
| 35 | Alcohol License Review | $100 |
| 36 | Address Assignment/Revision Fee | $100 |

*Recovery of additional costs.* In addition to the afore-stated fees, the Town may, in addition to the applicable application fee, recover the costs referenced below, including, but not limited to, the following:

1) Consultant fees incurred by the Town, whenever the Town deems it necessary to retain an outside consultant, or additional services, to assist Town staff in the review and processing of applications for approval, such as the review and analysis of property appraisals, traffic impact analysis, vegetation and environmental assessments, archeological or historic assessments, market studies, engineering studies or reports, telecommunications facility siting, and any other documents, studies, data, reports and other materials.
2) Attorney's fees incurred by the Town Attorney or other legal counsel retained by the Town in connection with the review and processing of an application listed herein, and the preparation and/or review of legal documents.
3) Costs incurred by the Town in connection with advertising, publication, and mailing of legal notices for public hearings, workshops, or other public meetings; recording fees for the cost of recording instruments in the public records of Palm Beach County.
4) In the event that at the time an application is received by the Town, additional costs are reasonably anticipated by the Town to be incurred by the Town, the Town may require the applicant as a condition precedent to processing the application, to deposit an amount estimated by the Town's Community Development Director, to be a sufficient cost deposit. Any monies provided to the Town as a cost deposit, shall be placed into an escrow account created by the Town. After the application is closed out, the Town shall refund any unused cost deposit funds to the applicant.
5) The minimum cost deposit shall be $1,500 or a greater amount if deemed necessary by the Town's Community Development Director to cover all anticipated expenses, whichever is greater.

| **Code Section** | **FINE FEES**<br>**Violation Description**<br>**An administrative cost of $10 will be added to all parking-related fines listed on this schedule to recover enforcement tracking software costs charged by the Clerk of the Court.** | **Fine** |
|---|---|---|
| 10-31 and 10-32 | Nuisance | $100.00 |
| 10-153 and 10-154 | Noise disturbance<br>1st Offense<br><br>2nd Offense (minimum of 30 minutes following the 1st offense and within the same 24-hour period)<br><br>3rd Offense and every subsequent offense occurring a minimum of 30 minutes after the 3rd offense and within the same 24-hour period after the 1st Offense) | $250.00<br><br>$350.00<br><br>$450.00 |
| 16-3 | Unlawful trespass on public land | $125.00 |
| 18-61<br>11-14 | Domestic animals prohibited in park<br>Dogs running at large prohibited - leash required | $50.00 |
| 18-85 | Violation of permit terms for use of park | $50.00 |
| 18-81 | No permit for special event | $250.00 |
| 20-32 | No permit for garage sale | $50.00 |

| | | |
|---|---|---|
| 24-34 | Illegal roll-off (residential) | $250.00 |
| 24-74 | Illegal roll-off (commercial) | $250.00 |
| 24-8 | Illegal dumping / littering | $250.00 |
| 24-39 | Overloaded sanitation container (Residential) | $50.00 |
| 24-78 | Overloaded sanitation container (Commercial) | $50.00 |
| 30-2<br><br>31-9 | Prohibited parking<br><br>Blocking Parking Aisles in the Marina | $100.00<br><br>$100.00 |
| 30 -33 | Commercial loading and unloading | $250.00 |
| 30 -35 | Parking commercial vehicle in residential area | $125.00 |
| 32 -57 | Illegal watering 1st offense | $50.00 |
| 32 -57 | Illegal watering 2nd offense | $250.00 |
| 32-57 | Illegal watering 3nd or more offense | $500.00 |
| 34-6 | Hatracking; tree topping | $250.00 |
| 70-32 | Sign code violation (Town-wide) | $125.00 |
| 2-320 | No out of Town Business Registration | $50.00 |
| 70-103(1)(c) | Garage/Yard Sale Signage Violation | $50.00 |
| 76-95 | Failure to pay Marina Overnight Parking Fee, or Marina Launching Ramp Fee | $100.00 per violation |

**Finance**

| | |
|---|---|
| **Dishonored Checks** | $25.00 Face Value up to $50.00 |
| | $30.00 Face Value $50.01 - $300.00 |
| | $40.00 Face Value $300.01 - $800.00 |
| | Or |
| | 5% of Face Value if over $800.00 |
| Service Fee structure in accordance with Florida State Statues 166.251 and 832.05 | |

Barbara Gould
Digitally signed by Barbara Gould
Date: 2025.08.26 10:43:23 -04'00'

**Harbor Marina**

| **Slip Leases** DOCKAGE (calculated at Vessel Length Overall; Greater of Vessel Length or Slip Length) | | **Fee** |
|---|---|---|
| Annual (12 month minimum – Rate/Month) | Per Foot | $30.00/ft |
| E Dock Special (Less than 30') | Per Month | ~~$600.00~~/ft 660 |
| 35' Floating Dock<br>~~36' - 44'~~<br>~~45' - 49'~~<br>~~50' - 59'~~<br>~~60' +~~ | Per Foot<br>~~$33.75 per ft~~<br>~~$34.50 per ft~~<br>~~$36.00 per ft~~<br>~~$37.50 per ft~~ | ~~$33.00~~/ft ~~$34.50~~ |
| Charter Annual | | ~~$34.50~~/ft ~~$40.00~~ |
| ~~Commercial (requires a minimum lease of 8 slips)~~ REMOVE | | ~~$31.00/ft~~ |
| Seasonal (Rate/Month) | | |
| Summer Monthly – May 1 to October 31 | | $33.00/ft |

Jason Tenney
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|---|---|
| Winter – November 1 to April 30 | $4.00/ft. |
| Utilities – Lease (water/garbage/electric) mandatory fee | |
| 110/30amp (Extra Cord Add $40) | $115.00/mo. |
| 220/50amp (Extra Cord Add $80) | $160.50/mo. |
| Utilities – Transient (water/garbage/electric) mandatory fee | |
| 110/30amp (per day per cord) | $10.00/day |
| 220/50amp (per day per cord) | $15.00/day |
| Boat Ramp Fees | |
| Daily Boat Launch | $10.00 |
| Overnight Parking (Per Night) | ~~$37.00~~ $40.00 |
| Annual Pass | $210.00 |
| Semi-Annual Pass | $105.00 |
| Commercial Pass | $500.00 |
| ~~Monthly Boat/Trailer Storage (Rate/Month)~~ | Remove |
| ~~Boat/Trailer to 30'LOA No longer offer due to reduced parking~~ | NA Remove |
| ~~Boat/Trailer Greater than 30'LOA No longer offer due to reduced parking~~ | NA Remove |
| ~~Jet Ski single No longer offer due to reduced parking~~ | NA Remove |
| ~~Jet Ski double No longer offer due to parking restrictions~~ | NA Remove |
| Miscellaneous Fees | |
| Overnight Vehicle Parking (non-leaseholder) | $~~13.00~~ $15.00 per night |
| Lost Key Replacement | ~~$25.00~~ $35.00 |
| Pump out | $5.00 |
| Water Tank Fill | $10.00 |
| Water Tank Fill (50 gal plus) | $15.00 |
| Port Charge | $20.00$25.00 |
| Port Charge (50' LOA plus) | $30.00$35.00 |
| Port Charge Charter / Commercial – Any size | ~~$50.00~~ $55.00 |
| | |

Judie Cooper Digitally signed by Judie Cooper DN: cn=Judie Cooper, o=Lake Park Public Library, ou=Library Director, email=jcooper@lakeparkflorida.gov, c=US Date: 2025.08.08 09:53:00 -04'00'

**Library**

| Item | Fee |
|---|---|
| Library Cards ~~initial library card at registration~~ | ~~No charge~~ |
| Initial library card at registration | No charge |
| Replacement card | $3.00 |
| Copies | |
| Black and white per page | $ .15 |
| Color | $ .50 |

| | |
|---|---|
| ~~Replacement of Barcode~~Printing | ~~$1.00~~ |
| ~~Replacement of RFID Tag~~Black and white per page | $~~1.00~~ .15 |
| Repairs & Replacement | At cost per book, same edition, same publisher. Additional $5.00 per book for cost of labeling and other materials related to cataloging and bar code process |
| Replacement of volumes for multiple volume sets | Minimum $20.00 per volume |
| Fax | |
| Per page within the United States | $ .50 |
| Per page international | $2.00 |
| Scan document to USB or Email | |
| Per page | $ .05 |
| Rebind or recover | $10.00 |
| Repair items – usability to be judged by staff | |
| Torn page per page – paper/book can be repaired using archival tape or glue to original usability | $2.50 |
| Torn page per page – part of paper/book missing – cannot be repaired to original usability | Must be replaced |
| Repair book hinge | $5.00 |
| Replace text block – repair book hinges | $10.00 |
| Re-glue text to spine in perfect binding | No charge |
| Re-glue text to spine in perfect binding – sections of book missing | Must be replaced |
| Part of item missing – usable without part | $5.00 |
| Part of item missing – not usable without part | Must be replaced |
| Item defaced – item can be repaired to original usability | $5.00 |
| Item defaced – item cannot be repaired to original usability | Must be replaced |
| Returned with unknown substance on item – substance can be removed without damaging the book | $5.00 |
| Returned with unknown substance on item – substance cannot be removed without damage | Must be replaced |
| Returned with potentially hazardous material or insects in/on item | Must be replaced |
| Water damage | Must be replaced |
| Digital & Audio Media | |
| Replacement | ~~At cost, $20.00 minimum~~ |
| Barcode | $1.00 |
| RFID Tag | $1.00 |

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| Books | At cost per book, same edition, same publisher. Additional $5.00 per book for cost of technical processing. |
| Digital & Audio Media – DVD, BluRay, CD, and other similiar | At cost per media, same edition, same publisher. Additional $5.00 per media for cost of technical processing. |
| ~~Laptop Replacement:~~ Electronic device – Laptops, tablets, and other similiar | At cost per ~~laptop~~device, same brand and model. Additional $50.00 per ~~laptop~~electronic device for cost of technical processing~~labeling and other materials related to cataloging, bar code processing and ability to be used in the kiosk~~ |
| ~~Repair to damaged item~~Electronic device accessories | ~~$10.00~~At cost per accessory, same brand and model. Additional $5.00 per accessory for cost of technical processing |
| Hotspot | |
| Case ~~Replacement Fee~~ | $20.00 |
| Charger Cord ~~Replacement Fee~~ | $5.00 |
| Hotspot Device ~~Replacement Fee~~ | $100.00 |
| Laminated Instructions | $2.00 |
| USB Wall Charger | $5.00 |
| Refunds – No refund if item found after four (4) days | |
| Replacement charges paid for any lost item, shall be refunded upon return of the item in good condition within four (4) days of payment. | |
| Processing fees are not refundable | |
| Laminated Instructions ~~Replacement Fee~~ | $2.00 |
| USB Wall Charger ~~Replacement Fee~~ | $5.00 |

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| Fax | .50 per page within the United States |
| Fax International | $2.00 per page |
| Scan paper to USB or Email | .05 per page |
| ~~Hotspot~~ | |
| ~~Case Replacement Fee~~ | ~~$20.00~~ |
| ~~Charger Cord Replacement Fee~~ | ~~$5.00~~ |
| ~~Hotspot Device Replacement Fee~~ | ~~$100.00~~ |
| ~~Laminated Instructions Replacement Fee~~ | ~~$2.00~~ |
| ~~USB Wall Charger Replacement Fee~~ | ~~$5.00~~ |

**Public Works**

| | |
|---|---|
| Stormwater Fees | |
| Equivalent Stormwater Unit (ESU) Rate | ~~$32.16~~$40.52 |
| Residential Property (Annually) | ~~$385.92~~$486.26 |
| ~~Commercial Property (Annually)~~Commercial Property/Non-Residential Property (Annually)<br>Calculated based on each property's Runoff Area (AR) using the following formula: AR = AB + AOI + (0.25 x AP)<br>Where: AP = Building Area (sq.ft.)<br>AOI = Other Impervious Area (sq.ft.)<br>AP = Previous Area (sq.ft.) | ~~$32.16$40.52 x property's impervious area (in square feet).~~<br>Annual Fee = # of ESUs x 12 x $40.52 |
| Sanitation Fees | |
| Annual Assessment per unit – single-family | ~~$393.86~~$405.68 |
| Mobile home | ~~$393.86~~$405.68 |
| ~~Multi-family less than 5 units/bldg.~~<br>Multi-family (fewer than 5 units per building) | ~~$393.86~~$405.68 |
| ~~Multi-family more than 4 units/bldg.~~<br>Multi-family (5 or more units per building) | ~~$0.00~~ Classified as commercial and billed based on total container capacity (in cubic yards) and service frequency, in accordance with the Commercial Dumpster Collection & Disposal Rate Schedule. |
| Special Pickups | |
| Large vegetation piles greater than ten (10), but less than twenty (20) cubic yards | $70.00 |
| Large vegetation piles greater than twenty (20) cubic yards, per truck load | $70.00, plus cost of disposal |

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|---|---|
| Non-containerized household trash greater than ten (10), but less than twenty (20) cubic yards | $70.00 |
| Non-containerized household trash greater than twenty (20) cubic yards, per truck load | $70.00, plus cost of disposal |
| Special Pickup Charge – in addition to special pickup and other charges, there will be an additional fee when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in the "Base Level of Service". | $50.00 |
| Late fee per month on the outstanding balance beginning thirty (30) or more days following rendition of the bill | $16.50 or 1.5% (whichever is greater) |
| Dumpster service removal and reinstatement | |
| First offense | $110.00 |
| Second offense | $220.00 |
| Third and subsequent offense | $550.00 |
| Collection – account subject to referral to collection agency or property lien for any bill remaining unpaid forty-five (45) days after rendition | |
| | |
| Additional 96-gallon garbage cart set-up fee – single-family. Requires x2/week service and monthly billing per .5 CY commercial rate. | One time set-up fee of $85.00 and a monthly fee of $16.41 |
| ~~Single-family residential properties utilizing five (5) or more 96-gallon garbage carts shall be reclassified as commercial sanitation accounts due to the volume and frequency of service required. Each 96-gallon cart shall be considered equivalent to 0.5 cubic yards (CY) of container capacity. The applicable monthly fee will be calculated based on the Town's Commercial Dumpster Collection & Disposal Rate Schedule, corresponding to the total cubic yardage and service frequency requested.~~ | ~~Monthly Rate = Number of Carts × 0.5 CY × Rate per CY (based on service frequency)~~ |
| Commercial Property Assessment | |
| Commercial class – Low generator class | $0.018 |
| Medium generator class | $0.066 |
| High generator class | $0.235 |
| Non-generator class | $0.018 |
| The above schedule is applicable to annual assessment calculated on the basis of the Palm Beach County Solid Waste Authority (SWA) waste generation data/property/year. | |
| Agricultural Class | |
| 0 – 10 acres | $59.13 |
| 11 – 99 acres | $5.92/acre |
| 100 + acres | $591.25 |
| | |
| Commercial dumpster collection & disposal rate chart | |
| 1X 2X 3X 4X 5X | |

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|---|---|
| .5CY N/A ~~74.71~~$76.95 N/A N/A N/A<br>2CY ~~149.41~~$153.89 ~~298.83~~$307.79 ~~448.2~~$461.694 ~~597.65~~$615.58 ~~747.07~~$769.48<br>3CY ~~224.12~~$230.84 ~~448.24~~$461.68 ~~672.36~~$692.53 ~~896.48~~$923.37 ~~1120.60~~$1,154.22<br>4CY ~~298.83~~$307.79 ~~597.65~~$615.58 ~~896.48~~$923.37 ~~1195.31~~$1,231.17 ~~1494.13~~$1,538.95<br>6CY ~~448.24~~$461.68 ~~896.48~~$923.37 ~~1344.72~~$1,385.06 ~~1792.96~~$1,846.75 ~~2241.20~~$2,308.44<br>8CY ~~597.65~~$615.58 ~~1195.31~~$1,231.17 ~~1792.96~~$1,846.75 ~~2390.61~~$2,462.33 ~~2988.27~~$2,988.27 | |
| The above schedule reflects the Town's current collection rate | ~~$14.35~~$14.78 per cubic yard of container |
| Plus, the Palm Beach County Solid Waste Authority's (SWA) current year disposal rate of | $2.814 per cubic yard |
| Total collection and disposal rate equals | ~~$17.24~~$17.59 per cubic yard |
| | |
| The SWA calculates non-compacted garbage and trash to weigh 134 pounds per cubic yard and charges: | $42.00 per ton for disposal |
| 134 lbs. per cubic yard X $42.00 per ton / 2000 lbs. per ton equals | $2.814 per cubic yard disposal fee |
| | |
| Special pickups – customer must call for special pickup | |
| | |
| Commercial dumpster special pickup rate chart | |
| 2CY → ~~$57.54~~$59.27<br>3CY → ~~$71.88~~$73.95<br>4CY → ~~$86.23~~$88.82<br>6CY → ~~$114.93~~$118.38<br>8CY → ~~$143.62~~$147.93 | |
| | |
| Assigned Dumpster | ~~$14.35~~$14.78 per cubic yard container capacity |
| (~~$14.35~~ $14.78collection rate + $2.814 disposal rate) above the regularly scheduled service amount calculated on the basis of SWA waste generation data/property/year. | |
| | |
| In addition to the ~~$17.24~~$17.59 per cubic yard rate, there will be an additional | $30.00 |
| Commercial Dumpster Locking Device Installation | $100.00 |
| | |
| Other Fees | |
| Application for Traffic Calming Measures | $50.00 |

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| Right-of-way Permit Application **Moved to Community Dev. | -2% of the total estimated project cost or a minimum of $75. |
| Swale Planting Permit Application | $100.00 |

**Special Events Department**

| | |
|---|---|
| **Town Events** | |
| Food Vendors | $50.00 |
| Business Vendors | ~~$25.00~~ $50.00 |
| Art & Craft Vendors | $20.00 |
| Non-Profits | $0.00 |
| | |
| **Facility Rentals** | |
| **Mirror Ballroom** | |
| Refundable Security Deposit | $500.00 |
| Resident Rate | ~~$100.00~~ $125.00 per hour |
| Non-Resident Rate | ~~$130.00~~ $175.00 per hour |
| Staff Fee | ~~$30.00~~ $40.00 per hour |
| Cleaning Fee | ~~$125.00~~ $150.00 |
| **Kelsey Park Indoor Pavilion** | |
| Refundable Security Deposit | $250.00 |
| Resident Rate | ~~$90.00~~ $75.00 per hour |
| Non-Resident Rate | ~~$120.00~~ $100.00 per hour |
| Staff Fee | ~~$30.00~~ $40.00 per hour |
| Cleaning Fee | ~~$125.00~~ $150.00 |
| **Kelsey Park South Pavilion** | |
| Refundable Security Deposit | $100.00 |
| Resident Rate | $50.00 |
| Non-Resident Rate | $75.00 |
| **Kelsey Park Playground Pavilion** | |
| Refundable Security Deposit | $100.00 |
| Resident Rate | $100.00 |
| Non-Resident Rate | $125.00 |
| **Kelsey Park North Pavilion or West Ilex Park Pavilion** | |
| Refundable Security Deposit | $100.00 |
| Resident Rate | $40.00 |
| Non-Resident Rate | $65.00 |
| **Blakely Commons Gazebo** | |
| Refundable Security Deposit | $200.00 |
| Resident Rate | $50.00 per hour |

Riunite Franks

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|---|---|
| **Blakely Commons Gazebo** | |
| Refundable Security Deposit | $200.00 |
| Resident Rate | $50.00 per hour |
| Non-Resident Rate | $75.00 per hour |
| **Lake Park Harbor Marina, Kelsey Park (East and West)** | |
| Refundable Security Deposit | ~~$1,500.00~~ $2,000.00 |
| Resident Rate | $500.00 |
| Non-Resident Rate | $600.00 |
| Restroom Cleaning Fee | $150.00 |
| Restroom Attendant Fee | $25.00 per hour |
| **Summer Camp** | |
| Resident Rate | ~~$200.00~~ $250.00 per session |
| Non-Resident Rate | ~~$250.00~~ $300.00 per session |
| Extended Care | ~~$80.00~~ $100.00 per session |
| **Bert Bostrom Park** | |
| Refundable Security Deposit | ~~$500.00~~ $2,000.00 |
| Field Rental Fee | ~~$10.00~~ $20.00 per hour |
| Light Fee | ~~$20.00~~ $30.00 per hour |
| Game Day Fee | ~~$200.00~~ $500.00 |
| Staff Fee | ~~$30.00~~ $40.00 per hour |
| Restroom Cleaning Fee | $150.00 |
| Restroom Attendant Fee | $25.00 per hour |
| **Recreation Programs** | |
| Kids (ages 4-17) | $50.00 per session |
| Adults (ages 18 and up) | $50.00 per session |
| Instructor Fee | ~~$20.00~~ $25.00 per hour |
| Tennis and Pickleball Courts | |
| Special Event Refundable Security Deposit | $1,000.00 |
| Special Event Resident Rate | $500.00 |
| Special Event Non-Resident Rate | $600.00 |
| Court Rental Fee Resident Rate | $10.00 per hour |
| Court Rental Fee Non-Resident Rate | $20.00 per hour |

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**Town Clerk**

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| Lien searches – includes code violations, open building permits, & Sanitation services | $100.00 standard<br>$150.00 rush (within 24-hr.) |
| Public Records Request | $0.15 per copy |
| | $0.20 double sided copy |

Vivian Mendez

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# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** September 3rd 2025

**Originating Department:** Marina

**Agenda Title:** Request - Forest Development (Nautilus 220) Sales Barge - Relocate to Non-Deed Restricted Area - Harbor Marina

**Approved by Town Manager:** _____ **Date:** _____

**Cost of Item:** _____ **Funding Source:** _____

**Account Number:** _____ **Finance Signature:** _____

**Advertised:**
**Date:** N/A **Newspaper:** N/A

**Attachments:** Town Attorney Memo, proposed barge relocation map,

**Please initial one:**

_____ Yes I have notified everyone

JT Not applicable in this case

**Summary Explanation/Background:**

Forest Development, Nautilus 220 Developer, has requested that the Town consider an Agreement that would permit them to relocate their current Nautilus 220 Sales Barge and Office to an area along the seawall that is not within the State of Florida's Board of Trustees of the Internal Improvement Trust Fund (TIITF) deed restricted areas within the Town's Harbor Marina. Specifically, Forest Development is requesting that the Barge be permitted to be moved along the Marina's E dock (Slips E70-E75), which is southwest of the Barge's current location.

Following receipt of the request and the official plans on where the Barge would be proposed to be located, the Marina Director and the Town Attorney have identified a number of concerns with the proposed request, including:

1. Safety – The current Sales Barge width is 39 feet and 45 feet with the gang way that is utilized for boarding the barge. The developer has indicated that they believe that this width may be reduced by 3 feet to 42 feet.

   This would present a proposed safety and/or hazard to navigating this channel, which is also outlined within the Coastal Structures Handbook on Docks, Piers and Wharves: A Design Guide:

"The recommended width of a fairway is 1.5 times the largest slip in the area."

Note: The developer has engaged a marine engineering consultant that has conducted an analysis of the new barge location and its impact on vessel navigation throughout the channel. The analysis provides various options/solutions that they feel would meet industry standards for safe operation, with specific attention to vessel maneuvering requirements in the affected areas. However, the Marina Director believes that despite the consultant's proposals there are still significant safety concerns regarding the safe navigability of vessels in the channel.

2. Town Zoning – The barge with the model unit/showroom is in the Public District. In the context of the marina, the Public District is limited to use 'necessary or essential' to the administration of the marina. A model unit/showroom is a commercial use to facilitate sales on the units in Nautilus 220. It is not a use that is necessary or essential to the marina.

   Note: The original Sales at Sea License Agreement, which was specifically related to the development and sales for the Nautilus 220 development project within the Town of Lake Park.

3. Liability – The Town's Attorney has been notified by the Town's insurance carrier – RLI Insurance Co. has advised the town that the town/marina is not currently covered for the barge model unit/showroom and that there would not be coverage for it if re-located. Further, the Town would be subject to potential litigation (even if indemnified by the developer).

For the reasons more fully set forth in the August 27 memo included here in as backup, the Town Manager and Town Attorney do not recommend the relocation of the barge.

**Recommended Motion:**

I move to accept the recommendation as state in the August 27 memo from the Town Attorney to the Mayor and Commission.

# Memo

**To:** Honorable Mayor and Town Commissioners

**From:** Thomas J. Baird, Town Attorney

**Date:** August 27, 2025

**Subject:** Sales at Sea, LLC Agreement for Nautilus 220's model unit/showroom (the Agreement)

**Cc:** Richard Reade, Jason Tenney, Nadia DiTommaso

Preface

Per the request of the Town Manager, I collaborated with Jason to prepare this memo to provide the Town Commission with information about Forest Development's desire to relocate its barge to an area in the marina that is not subject to the deed restrictions.

Background

Nautilus 220 entered into an agreement with Sales at Sea, LLC to operate a showroom/model unit to facilitate sales of residential units at Nautilus 220. The Town staff subsequently learned from the Department of Environmental Protection (DEP) that the barge is docked in a deed restricted area in early 2024. The Town was advised that the barge was not permitted to be docked this location must be removed before DEP staff would recommend a modification of the deed restrictions to the Trustees of the Internal Improvement Fund (TIIF). Since early March 2024, Forest Development has engaged in an ongoing dialogue with Town and DEP staff regarding its desire to relocate the barge to another location in the marina that is not within the deed restricted areas. The most recent proposal for the barge's relocation is to the E Dock which is located adjacent to the channel into the marina. As discussed below because of the size of the barge, docking it at the E Dock would result in the barge encroaching into the channel adversely affecting navigability for those vessels entering or exiting the marina and potentially creating liability for the Town.

The Agreement with Sales at Sea LLC (the Agreement)

The barge was permitted to be located in the deed restricted area of the marina pursuant to the Agreement which was presented to the Commission with a recommendation from the then Town


tbaird@
jonesfoster.com
561 650 8232 T
561 650 5300 F
4741 Military Trail
Suite 200
Jupiter
Florida 33458

Manager that it be approved. The Commission approved the Agreement. At this time, the Town Manager apparently was not aware that the barge would be docked in an area encumbered by the deed restrictions. Similarly, it appears that the then Marina Director did not know that the barge would be located in a deed restricted area. The barge is not a use that is dependent upon the marina for its operation. Rather, the model unit/showroom use has been a commercial use that is used to facilitate the sale of residential units at Nautilus 220.

The Agreement specifically provides that the barge with the model unit/showroom ***"shall only be used to facilitate sales of units in Nautilus 220***." The Agreement represents that Sales at Sea, LLC would manage the model unit/showroom for Nautilus 220. According to Larry Zabik, Nautilus 220 has reached deposits for 90% of the units and a certificate of occupancy is expected for Nautilus 220 in October, 2025. Given that, and pursuant to the Agreement, were the barge to be relocated, it would only be to market the remaining 10% of the units at Nautilus 220. As for the ongoing marketing of units at Nautilus 220, it may be that once Forest receives its CO, a model unit in Nautilus 220 could be used for continuing sales activities related to Nautilus 220.

Zoning

The barge with its model unit/showroom is essentially a commercial real estate use, the sole purpose of which is to market the sale of residential units at Nautilus 220. The barge is currently located in the Public District Zoning District, Section 78-75 of the Code of Ordinances of the Town of Lake Park (Code). The Public District restricts uses to: "*those necessary or essential to the administration of the town*, including … town hall, recreation facilities, parks and playgrounds, swimming pool areas, libraries, municipal offices, fire and police stations, aquariums, museums, public works facilities, water and sewage plants. Because it is a public marina, the uses in the marina are similarly restricted to uses that are "necessary or essential to the administration" of the marina. All of the property which encompasses the marina is located within the Public Zoning District. Thus, regardless of where the barge is located within the marina, it's use must be "*necessary and essential to the administration*" of the marina. Consequently, were the barge to be relocated in the marina, the operation of a model/showroom to facilitate the sale of Nautilus 220's will not be a public use that is "*necessary or essential to the administration*" of the marina**.**

Safety Concerns Regarding The Proposed Relocation To The E Dock

Forest proposes to relocate the barge with its model unit/showroom to the slips along E Dock. The slips in which the barge would be docked are 30 feet in length, however, the barge is 45 feet in length. Accordingly, docking the barge in these slips will result in the barge encroaching into the navigable channel creating an unavoidable potential hazard to navigation. Additionally, the relocation of the barge to the E Dock would have a negative impact on current marina operations because the slips that would be directly across from the barge would no longer be available to dock 40' vessels, as are now accommodated. Because of the reduced width of the channel caused by the encroachment of the barge into it, 40' vessels would not have sufficient turning space to make it into and out of their slips. This would require the Town to remove or relocate, to the extent possibl

11 current tenants of the marina. Moreover, this would have negative financial implications for the marina because only smaller vessels could occupy the 11 slips, resulting in less revenue.

Also of concern related to the proposed relocation of the barge to the E Dock, is the potential liability it could create. In the operation of the marina, the safety of the public and vessels is of paramount importance. Although the Town maintains an insurance policy for the marina, the fact is that the relocation of the barge could unnecessarily expose the Town to litigation that otherwise might be avoided if the channel remains unobstructed by the barge. With the relocation of the barge to E Dock, vessels entering and exiting the channel will have reduced navigability. The channel is 60' wide which meets the industry standard of 1.5 times the length of the larger slips. A reduction of the channel to 45' results in the channel *not meeting this industry standard*. In the event of an accident, and the inevitable litigation which would ensue, the *Town's knowing failure to adhere to an industry standard* is a precarious legal position for the Town to attempt to defend. Similarly, the relocation of the barge such that it encroaches into the channel would negatively affect the Town's defense of a lawsuit because the Town knowingly approved the dockage of the barge in an area that the Town had prior knowledge that the navigability of vessels in the marina would be impacted.

Insurance

The Town has an insurance policy for the marina with RLI Insurance Company (RLI). I have examined the insurance policy and spoken to a representative of RLI regarding the barge, its present location, and the relocation proposed by Forest. The policy provides the following converges: (1) Marina Operators Liability (Liability Coverage) and (2) Marina Operators Protection & Indemnity (Indemnity Coverage). Under the Liability Coverage, RLI is obligated to pay for "physical loss of, or damage to, watercraft and their motors, … while in the care, custody or control of the marina operator[1]. The following operations are covered: 1) Repair, alteration or maintenance; 2) Storage; 3) Mooring at slips, spaces or buoys rented by the insured; 4) Hauling out or launching; and 5) Fueling operations. Under the Indemnity Coverage, RLI is obligated to pay for any non-owned watercraft covered under the liability coverage which are *being operated by the marina operator or its employees*. This coverage includes loss of, or damage to or expense in connection with any other non-owned vessels or property of whatever nature. *Together these policy provisions provide the marina with coverages for only the following operations: repair, storage, safe berth mooring; fueling; and hauling or launching*. According to the RLI representative, under the provisions set forth above in the Town's marina insurance policy, the Town is not presently protected by insurance and would not be covered if the barge is located under the current policy.

Recommendation

For the reasons set forth above, the Marina Director and I do not recommend the relocation of the barge to any area in the marina, regardless of whether or not it is in a deed restricted area.



[1] The Marina Operator is the Town by and through the Marina Director.

#6766166 v2 26508-00001

# Lake Park Marina Barge Relocation: Justification Statement

## Executive Summary

The Town of Lake Park and Forest Development p3 LPM, LLC are considering the relocation of an existing barge within the marina to bring the marina into compliance with State Deed restrictions to support ongoing operations during the redevelopment phase. This proposal addresses critical safety, zoning, and operational considerations while maintaining the public-private partnership benefits that have generated significant revenue for the town.

## Background and Current Situation

The existing barge has served as a sales office for the adjacent Nautilus 220 "Project" since its approval in 2020. Originally leased from the Town of Lake Park specifically for sales operations related to this development project, the barge has evolved to serve multiple functions within the marina ecosystem.

However, a recent review by Town staff has revealed that the current operating use may not align with the intent of the Public Zoning District. We have prepared a  a comprehensive review and an adjustment of the barge's operational parameters to ensure compliance while maintaining its valuable contribution to marina operations.

## Safety and Navigation Analysis

To ensure the proposed relocation meets all safety standards, the marina has engaged Bolchoz Marine, a qualified marina consultant, to conduct a thorough analysis of the new barge location and its impact on vessel navigation throughout the channel.

Mark, the Principal of Bolchoz Marine, has completed his assessment of the proposed location and provided detailed findings. His analysis confirms that the solution meets industry standards for safe operation, with specific attention to vessel maneuvering requirements in the affected areas.

The technical assessment reveals that with the existing 40-foot fingers in place and timber fender piles positioned against the barge, there will be 48 feet of clear space east of the barge. This configuration provides adequate fairway space for vessels to transit following the industry-standard practice of 1.5 times the boat length for safe maneuvering.

For the northern approach to the barge, while 40-foot vessels may not have the full 1.5 times length fairway standard, the protected nature of this area—with minimal wind, waves, and current—ensures that these larger vessels can still safely navigate past the barge during ingress and egress operations.

The marina consultant is prepared to provide official sign-off and seal the engineering assessment once the Town completes its review and the team addresses any additional comments or concerns.

# Zoning Compliance and Operational Framework

In response to zoning concerns, InSite Studio has reviewed the Code and the proposed uses for the barge and has developed a comprehensive explanation of how the barge's proposed uses are both necessary and essential to marina operations while meeting the Town's service requirements under current code.

The updated operational framework transforms the barge from a single-purpose sales office into a multi-purpose facility that serves several critical functions. These expanded uses include office management for the P3 Partnership with the Town, providing operational support for various ongoing marina projects, and facilitating marina facility maintenance activities. Additionally, the barge will continue to serve sales functions for the remaining unsold Nautilus 220 units.

Regarding the lease agreement structure, it's important to note that the original Sales at Seas agreement expired in 2023. Since that time, the Marina Director has been executing annual agreements using the standard Lake Park Marina Lease template. This approach has proven effective and should continue as this is the standard lease for all tenants and provides the appropriate legal framework.

# Public Benefit and Revenue Generation

The continued operation of the barge serves significant public interests for both the marina and the broader Town of Lake Park community. The facility will provide essential operational continuity during the critical redevelopment phase of the marina and the construction of the peninsula restaurant project.

The partnership between the Town of Lake Park and Forest Development P3 LPM, LLC operates under the P3 Lake Park Harbor Marina Comprehensive Agreement, making the development team's involvement in finding feasible and safe solutions a natural extension of this collaborative relationship.

From a financial perspective, the barge lease has generated substantial revenue for the Town. Over the past 12 months, lease payments have totaled approximately $130,000, providing significant contribution to the marina's operational and maintenance budget. This revenue stream supports the ability to maintain and improve marina facilities for the benefit of all users and the general public.

# Risk Management and Insurance

Forest Development/Sales at Sea maintains comprehensive insurance coverage for the barge operation, with the Town of Lake Park named as an additional insured party on the policy. This

arrangement provides appropriate protection for the Town while ensuring that private operations assume responsibility for potential liabilities. Current insurance certificates have been provided and are on file with the town.

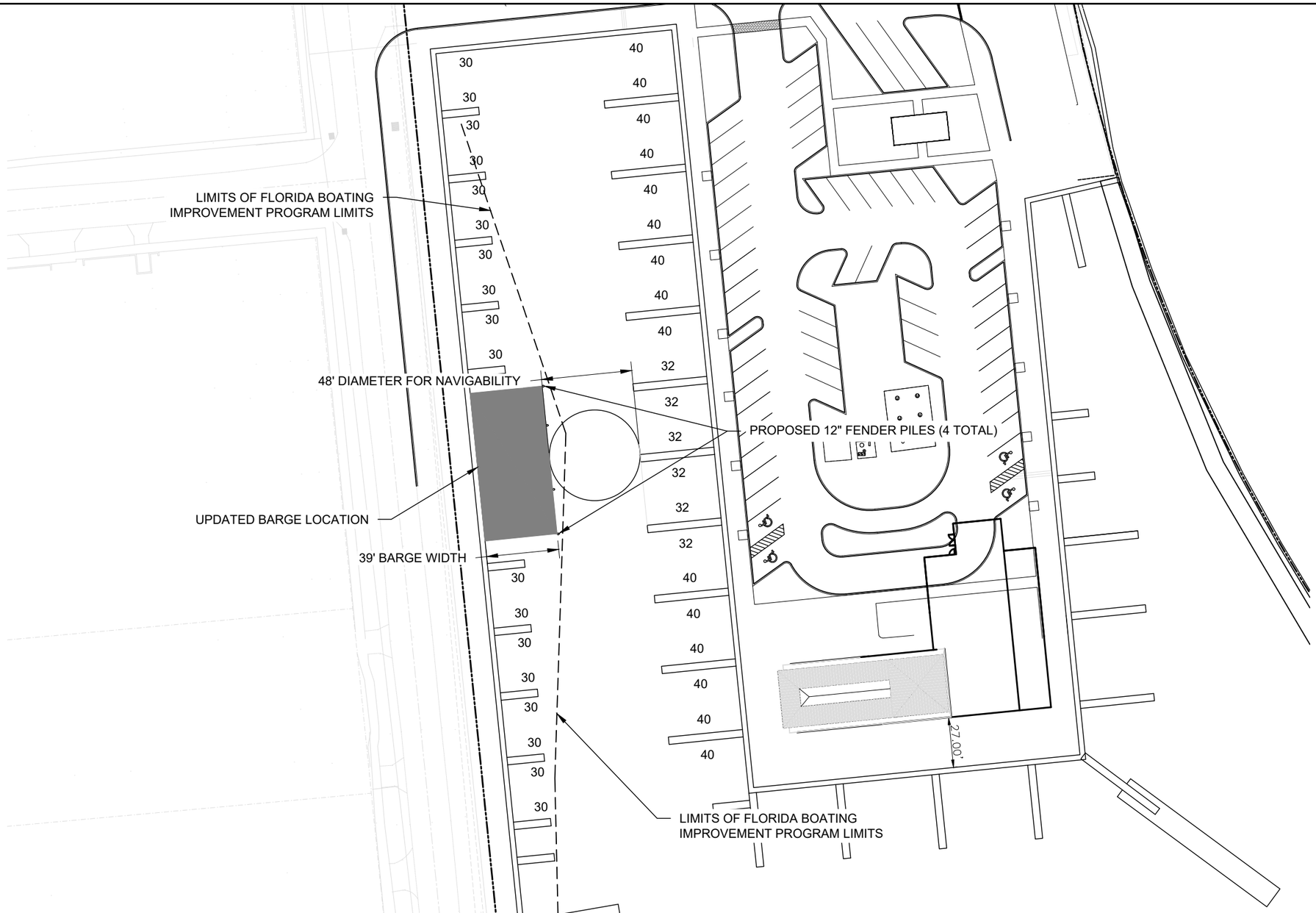
# Implementation and Next Steps

The relocation proposal represents a carefully considered solution that balances operational needs, safety requirements, and regulatory compliance. The engineering analysis confirms the safety of the proposed location, while the expanded use framework addresses zoning concerns and enhances public benefit.

The development team is ready to work closely with Town staff to implement any necessary adjustments as the project moves forward. This collaborative approach ensures that the final implementation will meet all Town requirements while maintaining the operational flexibility needed during the marina's redevelopment phase.

Upon Town review of these comprehensive responses, discussions can proceed regarding any final adjustments needed for the staff report to the Commission. The goal is to present a solution that serves the long-term interests of the marina, supports ongoing development projects, and maintains the Town's commitment to safe and efficient waterfront operations.

- Prepared and Submitted by Forest Development




SALES BARGE RELOCATION EXHIBIT
SCALE: 1" - 60'

NORTH

0 30 60
SCALE: 1" = 60'

SALES BARGE RELOCATION EXHIBIT
MARINA RENOVATION

105 LAKE SHORE DR
LAKE PARK, FLORIDA, 33403

For:

21098

Revisions

Drawn by: BSM
Checked by: MDB
Date: 8/6/2025
Sheet No. 1

Bolchoz Marine Advisors, Inc.
618 US HIGHWAY 1
SUITE 302
N PALM BEACH, FL 33408
561-315-3318
www.bmainc.co




| SITE DATA | |
|---|---|
| PROJECT NAME | LAKE PARK HARBOR MARINA PUD |
| ADDRESS | 115 FEDERAL HIGHWAY; 102 LAKE SHORE DRIVE; 15 LAKE SHORE DRIVE; 103 LAKE SHORE DRIVE |
| PROPERTY CONTROL NUMBER | 36434221000040010 / 36434220011140281 / 36434220011140160 / 36434220011140250 / 36434220011140260 |
| | |
| ZONING | MIXED USE (MU); PUBLIC (P) |
| FUTURE LAND USE | FEDERAL HIGHWAY MIXED USE DISTRICT; PUBLIC BUILDINGS & GROUNDS |
| FUTURE LAND USE OVERLAY | FHMUDO FEDERAL HIGHWAY MIXED USE DISTRICT OVERLAY |
| APPROVED USE(S) | PUBLIC MARINA / BOAT RAMP / PARKING / RESTAURANT |
| TAZ | 1764 |
| | |
| SITE AREA (OVERALL PUD) | 13.13 AC (571,938 SF) |

**LEGEND**

- 9 - EXCEPTION NO.9 (BK 922, PG 533)
- 11, 24 - EXCEPTION NO.11 (BK 694, PG 327)
- 12, A2 - EXCEPTION NO.12 (BK 1633, PG 606)
- 14, 24 - EXCEPTION NO.14 (BK 1239, PG 59)
- A3 - ADDITIONAL REQUIREMENT NO.3 (BK 1154, PG 25)

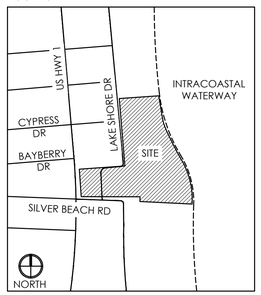
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phone: 561-249-0940 | email: info@insitestudio.com | License#:LC26000606
www.insitestudio.com

Item 13.

Revisions:
- 06/10/2024 - RESUBMITTAL
- 07/02/2024 - RESUBMITTAL
- 09/27/2024 - RESUBMITTAL

# LAKE PARK HARBOR MARINA PUD
Lake Park, Florida

LOCATION MAP




NORTH

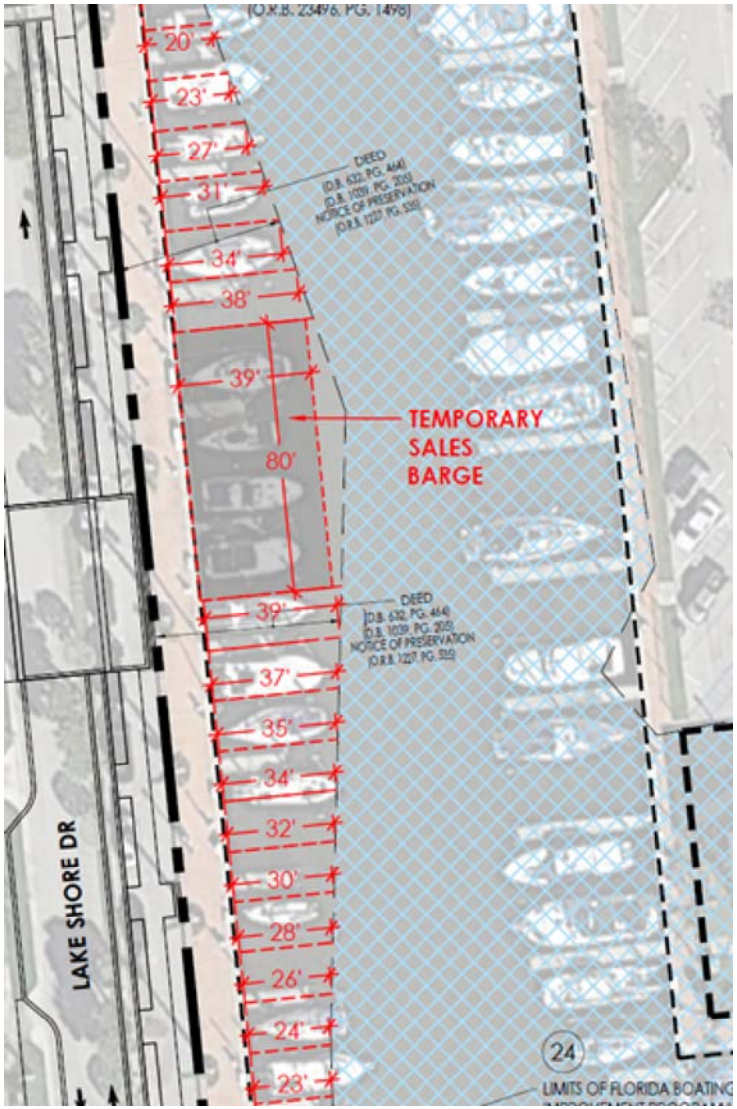
0 30' 60' 120'

SCALE: 1" = 60'-0"

| | |
|---|---|
| Drawn By: | TAC |
| Drawing #: | 1186 |
| Date: | 05/29/2024 |

Easement Exhibit

SHEET # MP.0


(O.R.B. 23496, PG. 1498)
20'
23'
27'
31'
34'
38'
39'
80'
39'
37'
35'
34'
32'
30'
28'
26'
24'
23'
DEED
(O.R. 632, PG. 464)
(O.R. 1039, PG. 205)
NOTICE OF PRESERVATION
(O.R.B. 1227 PG. 535)
TEMPORARY
SALES
BARGE
LAKE SHORE DR
24
LIMITS OF FLORIDA BOATING

**From:** Lee Feldman
**To:** Richard Reade; David Harden (dtharden3@netzero.net)
**Cc:** Nadia DiTommaso; Baird, Thomas J.; Peter Baytarian; Raymond E. Graziotto; Barry Somerstein; John Shubin; Liana M. Kozlowski
**Subject:** Plan for Reverter/Deed Modification - Marina
**Date:** Monday, June 23, 2025 12:26:41 PM

Mr. Manager –

In response to Mr. Harden's email of June 19th, please see our plan for resolution of the reverter/deed modification issue.

We propose the following strategy to resolve the reverter/deed modification issue:

First, the retention of Noah Valenstein with Brightwater Strategies. (https://www.brightwaterstrategies.com). Noah Valenstein is former secretary of FDEP and has deep relationships in Tallahassee and the regional offices. He can help us navigate. As you know we are up against a timing issue so we need to expedite quickly.

Second, the team (Forest, Brightwater and the Town) would approach leadership at State Lands and ask them to put us on the September Governor and Cabinet (TIIF) Agenda. We would affirmatively make the following commitment(s):

1. That the Barge would be moved out of the reverter area no later than August 1, 2025;
2. That the Town would immediately notify Jet Ride and Freedom Boat club of the fact that we would not be renewing their leases and that they would have to be out of the marina no later than when the current term ends (September 30, 2025); and,
3. That any approval by the TIIF would be contingent upon 1 and 2 above being accomplished.

Third, Brightwater, the Town and our marine consultant (BMA) would approach the permitting division of FDEP and advise them as to the foregoing and ask them to grant us an extension of the current permit application so that it can be processed after the September cabinet meeting.

Feel free to call me at 954-999-2115 if we need to discuss before the meeting tomorrow.

Lee

Lee R. Feldman, ICMA-CM Retired
Principal

THE EUCLID GROUP
Offices in Miami, West Palm Beach & Tampa
Phone: (o) (305) 381-7158 (m) 954-999-2115
**lfeldman@TheEuclidGrp.com**

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## Richard Reade

**From:** Richard Reade
**Sent:** Friday, June 13, 2025 5:10 PM
**To:** Peter Baytarian
**Cc:** TBaird@jonesfoster.com; David Harden (dtharden3@netzero.net); Roger Michaud; Nadia DiTommaso; Graziotto Ray & Tarry; Larry Zabik; Brian Terry
**Subject:** RE: Following up from 6/10/2025 Meeting

Good afternoon Peter and thank you for your E-mail.

First, I have copied both Tom Baird and David Harden as they are both critical members of the Town's team and I would appreciate it if you and your team could include them going forward so that if there is an issue/concern they can assist in providing a resolution.

With regard to Mr. Zabik's E-mail from Wednesday, June 4, 2025 that was referenced during our meeting on Monday, June 9, 2025 [three (3) business days prior to our meeting earlier this week with the Mayor at the Forest Development sales barge office], we appreciate Forest Development's request to proceed forward with the 1st Appraisal and to support the cost as outlined within this appraisal to permit various uses within the area of the Town's Marina that maintains state TIIF deed restrictions. However, as noted during our meeting on Monday, June 9, 2025 (and not included within Mr. Zabik's E-mail), the Town is in need of various information/confirmation/work to be completed prior to proceeding forward with a request for an amendment to the Town's TIIF deed restrictions by the FDEP and the Governor and Cabinet.

As you may be aware from various E-mails, our meeting this past Monday, June 9, 2025 as well as from your recent teleconference meeting with Town staff on May 15, 2025, the State of Florida has provided an appraisal cost of $10,425,000 to remove all deed restrictions from the entire Marina area. At this time, the Town is working with all three (3) entities (i.e., Forest Development sales barge, Freedom Boat Club and JetRide Boat Club) that are in conflict with the Town's current TIIF deed restrictions to determine a direction moving forward as we do not want to continue any further delays with this aspect of the Marina P3 Project nor do we want to harm any of our business relationships.

We understand that the 2nd Appraisal cost is a significant amount and that all three (3) entities may not be able to support either the full cost or even a partial cost that may be determined or extrapolated from the 2nd Appraisal (again completed just about a month ago).

However, if the "Do Not Move Forward" option (see below) is selected and Forest Development requests to proceed forward with only the 1st Appraisal (as requested by Mr. Zabik), the FDEP will require the Town to ensure/confirm to the FDEP that all conflicts are resolved (not just planned to be resolved, but actually removed/resolved) prior to the FDEP's consideration to place the proposed deed restriction amendments on the Governor and Cabinet Meeting Agenda. It is my understanding from FDEP as well as the Town's team that this has been a consistent message from the State of Florida dating back to when the Forest Development team was managing the deed restriction amendment process with FDEP (until approx. February/March 2025 when the Town took on this responsibility).

Note: The FDEP, from my understanding in my limited time with the Town and dealing with this project, have been consistent in their position on not moving forward to the Governor and Cabinet until all conflicts are

resolved since the Town and Forest Development became aware of the proposed conflicts with the state restrictions (E-mail dated July 18, 2024 - available upon request).

This requirement to remove all conflicts and continue forward within the state's process to be placed on the Governor and Cabinet Meeting Agenda was most recently outlined/confirmed within the FDEP's E-Mail on May 8, 2025 (which was copied to the Forest Development team and available upon request) as well as the January 21, 2025 Memo from the Town Attorney (also available upon request), where it was stated that FDEP is very clear that they will not allow any request(s) for amendment/removal of the deed restrictions to proceed forward until all proposed conflicts are removed from the Marina (see May 8, 2025 FDEP E-Mail quote "we are maintaining that we will not present any proposals for consideration on this matter if the town is out of compliance with the existing restrictions unless the proposal itself would bring the town into compliance or render compliance inapplicable.").

Thus, to ensure that there is no confusion and/or continued time delays, the Town will require notice (in writing) from Forest Development and the two (2) boat membership clubs on their intention to resolve the existing conflicts with the state's deed restrictions [either proceed forward with the 2nd Appraisal OR not move forward with any aspect of the 2nd Appraisal (including selective removal of areas of the full appraisal that would permit some of the existing uses to continue)].

With regard to the Forest Development sales barge, we are aware that you are not interested in moving forward with this 2nd Appraisal amount [again both from the above referenced E-mail from Mr. Zabik as well as the teleconference meeting between the Town and Forest Development a few weeks ago (May 15, 202) and our meeting earlier this week on Monday, June 9, 2025 at the sales barge office]. However, as mentioned during our meeting on Monday, June 9, 2025 at the sales barge office, the Town will require (in writing) Forest Development's specific request (following the steps as outlined within either the "Do Not Move Forward" or "Move Forward" options as provided below), which is/will be the same information that will require from both of the boat clubs:

<u>Do Not Move Forward</u>:

1. Notify the Town (in writing), that Forest Development and/or the two (2) membership boat clubs choose not to move forward with any aspect of the 2nd Appraisal (including selective removal of areas of the full appraisal that would permit some of the existing uses to continue)
2. If it is determined/requested that Forest Development and/or the two (2) membership boat clubs do not choose to move forward with any aspect of the 2nd Appraisal, the Town will require (in writing) the timeline by each of the three (3) entities to resolve the conflict that each of the three (3) entities maintain with the state's deed restrictions
3. The entities will be required to meet the outlined timeline and remove any uses from the Town's Marina and support solely any costs to remove the conflict that they are contributing to with regard to the state's deed restrictions. If the timeline to remove the conflict is not met, the Town will reserve the option to assess potential additional costs to the entity(ies), including, but not limited to, fines/fees and/or removal costs undertaken by the Town

<u>Move Forward</u>:

1. Approval to move forward and extract the appraisal/costs for the Forest Development sales barge from the 2nd Appraisal as well as the two (2) membership boat clubs

2. If determined to move forward, Forest Development and/or the two (2) membership boat clubs required to provide a survey and legal description of the area within the Marina requested to be considered by the state
3. If determined to move forward, Forest Development and/or the two (2) membership boat clubs will be required to support any costs to complete this appraisal/amendment process, including a commitment to pay the pro-rated 2nd Appraisal cost that is determined by the FDEP (in advance of any request to FDEP to complete the extrapolation of the area that is desired to be pro-rated)
4. If determined to move forward, Forest Development and/or the two (2) membership boat clubs will be required to provide payment of the total amount determined by appraisal (a deposit may be required to ensure that this payment is provided and to not hold up this approval process any further)

**Please note that these steps have not been reviewed by our Attorney prior to this E-Mail being sent out and additional steps and/or costs may be determined to be required by the Town.

As you are aware, resolving the deed restriction conflicts is a priority to the Town and in protecting one of our most important resources. However, if the conflicts continue (without being removed/resolved) and/or an amendment to the deed restrictions is not approved (the Town has been noticed in writing by the FDEP almost a year ago of the conflicts), the Town could potentially lose our Marina.

Thus, to ensure that the Town protects this critical community and environmental asset, a commitment and the actual removal of the conflict by Forest Development and/or both membership boat clubs, if required based on the options outlined above, will be required to be resolved no later than the end of June 2025 (when the Town would be required to make the request to the FDEP to proceed with the options that are selected and committed to by Forest Development and/or both of the membership boat clubs). According to FDEP, this will also ensure that the Town can properly request consideration of the deed restriction amendments (based on the options outlined above) by FDEP and be placed on the Governor and Cabinet Meeting Agenda for approval at the earliest possible date (expectantly the September 16, 2025 meeting date).

As provided in various E-mails (available upon request), the mutually agreed upon 2nd Appraisal to remove all deed restrictions within this area was requested on March 5, 2025 [more than six (6) months following the completion of the 1st Appraisal (completed August 30, 2024)], which, as you are aware, provided a cost of $600,000 to Forest Development to permit the construction of the dry boat storage facility and the restaurant only (please note that the Hotel was not/is not impacted by any of the deed restrictions within the Marina).

At this time (and following the recent teleconference meeting with the Town on May 15, 2025 as well as our discussion on Monday, June 9, 2025 at the sales barge office), the Town is awaiting a determination from Forest Development and/or both membership boat clubs on how to proceed forward (as outlined within the options provided above). We are in agreement and believe that it is critical that we move forward with being placed on the next available Governor and Cabinet Meeting Agenda with one of the following requests regarding the current deed restrictions:

1.) the 1st Appraisal only
2.) the 2nd Appraisal only
3.) the 1st Appraisal and portions of the 2nd Appraisal (outlining specific areas for continued use of the areas in conflict)

As requested on Monday, June 9, 2025 at the sales barge office, if you and/or a member of the Forest Development team could please provide the Town with a written understanding of Forest Development's

request regarding the 2nd Appraisal (in support of Mr. Zabik's E-mail from June 4, 2025) that includes the ti to remove the current conflict with the state's deed restrictions (as outlined above) no later than 12:00 p.m. (NOON) on Monday, June 30, 2025, we would appreciate it. Please note that the Town is requesting the same information from both of the boat membership clubs to be provided to the Town within the same timeframe so as not to create any further delays with the request to consider amendment(s) to the state's TIIF deed restrictions.

Similar to the Forest Development team, we also look forward to meeting next week to discuss the various other aspects of this project/process (as discussed during our February 18, 2025 meeting in Town Hall, various E-mails and discussions and most recently within Ms. DiTommaso's E-mail from Friday, June 6, 2025) including amendment of the P3 Comprehensive Agreement and critical path/timeline, ensuring all aspects of the development/project are clearly defined (in writing) and agreed upon (i.e., management and maintenance of the marina, public park spaces, rights-of-way, air rights, existing easements that will be required to be removed, financial distributions and long-term maintenance funding, etc.), ensuring planning review responses are received regarding the Master PUD and POD site plan(s) comments provided by the Town (October 2024, November 2024 and December 2024), administration and requirements to process all project related permits, providing all requisite project related financial information, providing regular updates to the Commission and community as outlined, etc.

Further, I did want to mention that you were correct that your Attorney did provide the Town with a proposed amendment to the Comprehensive Agreement (regarding removal of the August 2, 2025 date to provide the Town with the $1.2 million payment and all exhibits referenced would be provided at a later date, which the Town has not yet received) by E-mail on April 15, 2025, which was later received by the Town on April 29, 2025. However, many of the comments from our February 18, 2025 meeting in Town Hall were not included/addressed and, as a result, the Town followed up with two (2) separate E-mail responses (May 6, 2025 and May 22, 2025 – available upon request) as well as other informational E-mails (that may also be provided upon request) that the proposed Amendment provided by your team has been received and that the Town was working to address the additional items/concerns that were expressed during our February 18, 2025 meeting in Town Hall as well as various other discussions and E-mails.

We appreciate that you and your team understand that there is concern regarding the schedule and meeting the various project milestones and that current critical path/timeline is not current nor has been amended as outlined within the Comprehensive Agreement.

However, to assist in moving the project forward, I wanted to note that our Community Development Department continues to be available to support Forest Development with the planning of this project and that the Town will continue to review the proposed Master PUD and POD site plan(s).

Note: At this time, and until the Comprehensive Agreement is amended, the proposed POD submittals have not been in compliance with the approved Comprehensive Agreement and the Town has not be able to approve the two (2) POD site plans that have been submitted as the current Agreement requires that there be four (4) POD site plans. It is my understanding of the need to resolve this conflict has been provided in writing and/or discussed on various occasions with the Forest Development team (i.e., Town planning review comments on various occasions in 2024 as well as within various E-mails and/or discussions, including the February 18, 2025 meeting in Town Hall).

However, presuming that Forest Development is willing to continue to run the Master PUD and site plan process (including responding to all Town planning comments) concurrently with the state's deed restriction

amendment process (until the Comprehensive Agreement is amended), Forest Development would be pr with opportunity to move forward with the proposed Hotel POD project (which was/is not dependent on the state's deed restrictions) as soon as the Comprehensive Agreement is amended. We are hopeful that this commitment would assist in moving the entire P3 project forward.

Again, we look forward to working with Forest Development and resolving the various issues/concerns that have been outlined to ensure that this important community project continues to move forward and is constructed.

Thank you.

Have a great day.

Richard J. Reade
Town Manager
Town of Lake Park, Florida

Tel: 561.881.3304
E-Mail: rreade@lakeparkflorida.gov

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

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**From:** Peter Baytarian <peter@forestdevelopment.com>
**Sent:** Wednesday, June 11, 2025 2:53 PM
**To:** Richard Reade <rreade@lakeparkflorida.gov>; Roger Michaud <rmichaud@lakeparkflorida.gov>; Nadia DiTommaso <NDiTommaso@lakeparkflorida.gov>; Graziotto Ray & Tarry <raymond@skholdings.com>; Larry Zabik <lzabik@zabikandassociates.com>; Brian Terry <brianterry@insitestudio.com>
**Subject:** Following up from 6/10/2025 Meeting

Dear Richard and Roger:

Thanks for taking the time to meet with us to discuss the P3 project yesterday. We have confirmed with Janet Perry that we are available next Wednesday June 18th at 10am. As you know we disagreed with much of what was alleged in terms of us delaying the project. That said, we agree it is best that we get together to talk through the Town's concerns and ours so that we can move forward as partners. We will use the recent email from Nadia as the starting place of an agenda and will send you a draft before the end of this week for your consideration.

Also attached is the email, which was sent to Richard last week that clearly outlines our position on the Reverter and Deed Modification issue. It is critical that we soon figure out a path forward as it is holding up our ability move forward together. There was also some conversation about not receiving regular updates, we will be happy to provide all previous updates that have been given to the Town. Finally, we have also attached the email chain that includes the draft amendment to the Comprehensive Agreement which was originally sent to the Town Attorney on April 15, 2025, for review and comment.

Looking forward to our meeting next week.

Thanks,

**Peter Baytarian**

Managing Partner

ForestDevelopment.com

LinkedIn

FOREST
DEVELOPMENT

**From:** Jason Tenney
**To:** Nadia DiTommaso; Tom Baird; Richard Reade
**Subject:** Barge Relocation Cost vs Benefit
**Date:** Thursday, July 10, 2025 11:31:45 AM
**Attachments:** Outlook-g3qypc2y.png

Hello All,

The barge currently pays the Marina $10,914 per month, totaling $130,968 per year. This agreement is set to expire on 9/30/25. I have renewed their agreement with standard marina dockage lease agreements the last two years at the current market rate times 80' (barge length) times the number of slips they occupy which is four (technically its seven, but we only bill for four). If we relocate the barge, I would suggest that we get a new lease agreement agreed to by the Commission and Forest for at least the current rate, with an annual escalator built in.

If the barge is relocated with in the marina and placed in the area that is outside the deed restrictions it will have some negative effects on the Marina / Town.

1. We would almost certainly have to cancel or not renew at least a few marina tenants which could add negative public perception to the Town.
2. Upsetting existing Marina tenants by having to relocate them to a new slip, or again possibly having to not renew some tenants.
3. Navigation / Liability. I've already gone over my concerns about this so I won't beat a dead horse here.
4. Construction impacts which will affect the tenants / public access while work is being done to remove finger piers, upgrade power to the new location. Replace finger piers that were previously removed to make room for the barge's existing location (assuming we would want them restored so the slips are re-useable).
5. Public use and Marina Staff use of the baywalk along E dock being restricted until Lake Shore Dr is reopened. (North and South egress for marina staff golf carts / Public carts due to the boarding apparatus potentially blocking the bay walk).
6. Continued loss of the public parking spaces that have been allocated for just clients of the sales barge.

Pros for keeping the barge are basically revenue. As stated above we make $130,968. If we the barge leaves (and restores the area to make all the slips rentable) as of today's rates, we will make $86,700 totaling a net loss of $44,268 per year. The slips that are directly across from the proposed location are 40'. If the barge is moved, we would have to move or non-renew some of those tenants in the 40's slips as they would no longer have the space to maneuver in and out of the slip. However, we bill based on slip size or boat size, whichever is greater so in theory there will not be any loss of revenue due to that change. And with how extensive our waitlist is I'm sure we could back fill the 40' slips with smaller boats that would be willing to pay for a 40' slip.

I don't know any of the exact construction costs of any of the above referenced items. However, I assume Forest will be responsible for all of those. Please let me know if you 'd like me to gather some ball park costs for these services.

Regards,

Jason Tenney
Marina Director
Lake Park Harbor Marina
O:561-881-3353
C:561-222-3792

* 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.

# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** September 3, 2025

**Originating Department:** Town Clerk

**Agenda Title:** Resolution 61-09-25 - Renewal - Property and Casualty Insurance - Florida Municipal Insurance Trust (FMIT) – Fiscal Year 2026

**Agenda Category (i.e., Consent, New Business, etc.):**

**Approved by Town Manager:** _____ **Date:** _____

**Cost of Item:** $0.00 **Funding Source:** Various Funds in the 2026 Budget

**Account Number:** _____ **Finance Signature:** _____

**Advertised:**

**Date:** _____ **Newspaper:** _____

**Attachments:** Resolution; Gehring Group Property, Casualty and Workers Compensation Insurance Renewal Evaluation (Exhibit A) for 2025-2026.

**Please initial one:**

VM Yes I have notified everyone

_____ Not applicable in this case

**Summary Explanation/Background:**

The Town's property and casualty insurance company, Florida Municipal Insurance Trust (FMIT), has provided the Town with renewal coverage for FY 2026 with an overall total annual premium of $535,347, which is a 8.03% increase from Fiscal Year 2025.

If approved, the proposed coverage would include Flood, Inland Marine, Crime Coverage, General Liability, Network Security and Privacy Liability, Public Official Liability and Employment Practices Liability, Automotive Liability, and Workers' Compensation Insurance.

The proposed Fiscal Year 2026 renewal rates would include two (2) changes:

- Storm Damage Deductible (Alternate 1) – provides the Town with a reduced deductible from 10%

to 5% for the value of property impacted by storm damage (this may result in a significant savings to the Town in the event that the Town is impacted by a storm event).

- Deductible Stop Loss Protection – provides the Town with a maximum amount to be paid or mitigates the high cost of claims

Note: Funding to support this increase is provided within the proposed Fiscal Year 2026 Annual Budget for the Town of Lake Park.

The proposed rates have been reviewed by the Town's insurance consultant, Gehring Group, and reviewed by the Town Clerk, the HR Manager and the Finance Director.

**Recommended Motion:**

I move to approve Resolution 61-09-25 and approve the renewal of Property and Casualty Insurance with the Florida Municipal Insurance Trust (FMIT) for Fiscal Year 2026 with the recommended changes to the Town's coverage (as recommended by the Gehring Group).

**RESOLUTION 61-09-25**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO RENEW FOR FISCAL YEAR 2025/ 2026 THE TOWN'S PROPERTY AND CASUALTY INSURANCE THROUGH THE FLORIDA MUNICIPAL INSURANCE TRUST; AND, PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS,** the Town Commission has determined that it is in the best interest of the Town of Lake Park to provide for property and casualty insurance for Fiscal Year 2025/2026; and

**WHEREAS**, the Town Commission has reviewed the Gehring Group 2025/2026 Property, Casualty and Workers Compensation Renewal Evaluation, a copy of which is attached hereto and incorporated herein as **Exhibit "A",** for the provision of property, casualty and workers compensation insurance; and

**WHEREAS,** the Town Commission has determined that it is in the best interest of the Town to renew property and casualty insurance coverage through the Florida Municipal Insurance Trust for Fiscal Year 2025/2026; and

**WHEREAS,** the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such coverage in Fiscal Year 2025/2026.

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

**Section 1.** The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Commission hereby authorizes and directs the Town Manager to renew for Fiscal Year 2025/2026 property and casualty insurance through the Florida Municipal Insurance Trust as outlined in the attached **Exhibit A**.

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

**Town of Lake Park**
**Property, Casualty & Workers' Compensation Insurance**
**2025-2026 Renewal Evaluation**

| | CURRENT | | | RENEWAL | | | RENEWAL ALTERNATIVE #1 | | |
|---|---|---|---|---|---|---|---|---|---|
| | 2024-2025 Florida Municipal Insurance Trust | | | 2025-2026 Florida Municipal Insurance Trust | | | 2025-2026 Florida Municipal Insurance Trust | | |
| **Coverage Type** | **Deductible** | **Coverage Limits** | **Premium** | **Deductible** | **Coverage Limits** | **Premium** | **Deductible** | **Coverage Limits** | **Premium** |
| **Property** | $5,000 AOP; 10% NS | $22,491,926 | **$279,942** | $5,000 AOP; 10% NS | $22,832,210 | **$245,038** | $5,000 AOP; **5%** NS | $22,832,210 | **$279,978** |
| **Inland Marine** | $500/$1,000 | $1,312,321 | Incl in PR | $500/$1,000 | $1,312,321 | Incl in PR | $500/$1,000 | $1,312,321 | Incl in PR |
| **Flood** | BCX: $5,000; AV: NFIP Limit | $5,000,000 | Incl in PR | BCX: $5,000; AV: NFIP Limit | $5,000,000 | Incl in PR | BCX: $5,000; AV: NFIP Limit | $5,000,000 | Incl in PR |
| **Business Interruption** | $0 | $250,000 | Incl in PR | $0 | $250,000 | Incl in PR | $0 | $250,000 | Incl in PR |
| **Equipment Breakdown** | $5,000 | $22,491,926 | Incl in PR | $5,000 | $22,491,926 | Incl in PR | $5,000 | $22,491,926 | Incl in PR |
| **Crime** | | | Incl in PR | | | Incl in PR | | | Incl in PR |
| Employee Theft | $1,000 | $100,000 | | $1,000 | $100,000 | | $1,000 | $100,000 | |
| Computer Funds Transfer | $1,000 | $50,000 | | $1,000 | $50,000 | | $1,000 | $50,000 | |
| Forgery & Alteration | $1,000 | $50,000 | | $1,000 | $50,000 | | $1,000 | $50,000 | |
| Position Bond | $1,000 | $250,000 | | $1,000 | $250,000 | | $1,000 | $250,000 | |
| **General Liability** | $25,000 | $2,000,000 | **$65,222** | $25,000 | $2,000,000 | **$85,337** | $25,000 | $2,000,000 | **$85,337** |
| Deductible Stoploss | N/A | | | N/A | | | N/A | | |
| **Employment Practices & Public Officials Liability** | $25,000 | $2,000,000 | Incl in GL | $25,000 | $2,000,000 | Incl in GL | $25,000 | $2,000,000 | Incl in GL |
| **Cyber Liability** | $25,000 | $1,000,000 | **$2,472** | $25,000 | $1,000,000 | **$2,595** | $25,000 | $1,000,000 | **$2,595** |
| **Auto Physical Damage** | $25,000 | Per Schedule | **$14,145** | $25,000 | Per Schedule | **$15,005** | $25,000 | Per Schedule | **$15,005** |
| Deductible Stoploss | $75,000 | | | $75,000 | | | $75,000 | | |
| **Auto Liability** | $25,000 | $2,000,000 | **$37,157** | $25,000 | $2,000,000 | **$45,176** | $25,000 | $2,000,000 | **$45,176** |
| PIP | $0 | $10,000 | Incl in AL | $0 | $10,000 | Incl in AL | $0 | $10,000 | Incl in AL |
| Medical Payments | $0 | $5,000 | Incl in AL | $0 | $5,000 | Incl in AL | $0 | $5,000 | Incl in AL |
| **Workers' Compensation** | $0 | Statutory | **$83,508** | $0 | Statutory | **$84,844** | $0 | Statutory | **$84,844** |
| Estimated Payroll | | **$5,161,175** | | | **$5,352,008** | | | **$5,352,008** | |
| Experience Mod | | **1.31** | | | **1.24** | | | **1.24** | |
| **Marina Operator's Liability** | $2,500 | $1,000,000 | **$10,410** | $2,500 | $1,000,000 | **$11,451** | $2,500 | $1,000,000 | **$11,451** |
| **Storage Tank Liability** | $5,000 | $1,000,000 | **$2,693** | $5,000 | $1,000,000 | **$2,809** | $5,000 | $1,000,000 | **$2,809** |
| **Total Annual Premium** | | | **$495,549** | | | **$492,255** | | | **$527,194** |
| **$ Increase or Decrease** | | | **N/A** | | | **($3,294)** | | | **$31,645** |
| **% Increase or Decrease** | | | **N/A** | | | **-0.66%** | | | **6.39%** |

**Town of Lake Park**
**Property, Casualty & Workers' Compensation Insurance**
**2025-2026 Renewal Evaluation**

| | CURRENT | | | RENEWAL ALTERNATIVE #2 | | |
|---|---|---|---|---|---|---|
| | 2024-2025 Florida Municipal Insurance Trust | | | 2025-2026 Florida Municipal Insurance Trust | | |
| **Coverage Type** | **Deductible** | **Coverage Limits** | **Premium** | **Deductible** | **Coverage Limits** | **Premium** |
| **Property** | $5,000 AOP; 10% NS | $22,491,926 | **$279,942** | $5,000 AOP; **5%** NS | $22,832,210 | **$279,978** |
| **Inland Marine** | $500/$1,000 | $1,312,321 | Incl in PR | $500/$1,000 | $1,312,321 | Incl in PR |
| **Flood** | BCX: $5,000; AV: NFIP Limit | $5,000,000 | Incl in PR | BCX: $5,000; AV: NFIP Limit | $5,000,000 | Incl in PR |
| **Business Interruption** | $0 | $250,000 | Incl in PR | $0 | $250,000 | Incl in PR |
| **Equipment Breakdown** | $5,000 | $22,491,926 | Incl in PR | $5,000 | $22,491,926 | Incl in PR |
| **Crime** | | | Incl in PR | | | Incl in PR |
| Employee Theft | $1,000 | $100,000 | | $1,000 | $100,000 | |
| Computer Funds Transfer | $1,000 | $50,000 | | $1,000 | $50,000 | |
| Forgery & Alteration | $1,000 | $50,000 | | $1,000 | $50,000 | |
| Position Bond | $1,000 | $250,000 | | $1,000 | $250,000 | |
| **General Liability** | $25,000 | $2,000,000 | **$65,222** | $25,000 | $2,000,000 | **$93,490** |
| Deductible Stoploss | N/A | | | **$203,452** | | |
| **Employment Practices & Public Officials Liability** | $25,000 | $2,000,000 | Incl in GL | $25,000 | $2,000,000 | Incl in GL |
| **Cyber Liability** | $25,000 | $1,000,000 | **$2,472** | $25,000 | $1,000,000 | **$2,595** |
| **Auto Physical Damage** | $25,000 | Per Schedule | **$14,145** | $25,000 | Per Schedule | **$15,005** |
| Deductible Stoploss | $75,000 | | | $75,000 | | |
| **Auto Liability** | $25,000 | $2,000,000 | **$37,157** | $25,000 | $2,000,000 | **$45,176** |
| PIP | $0 | $10,000 | Incl in AL | $0 | $10,000 | Incl in AL |
| Medical Payments | $0 | $5,000 | Incl in AL | $0 | $5,000 | Incl in AL |
| **Workers' Compensation** | $0 | Statutory | **$83,508** | $0 | Statutory | **$84,844** |
| Estimated Payroll | | **$5,161,175** | | | **$5,352,008** | |
| Experience Mod | | **1.31** | | | **1.24** | |
| **Marina Operator's Liability** | $2,500 | $1,000,000 | **$10,410** | $2,500 | $1,000,000 | **$11,451** |
| **Storage Tank Liability** | $5,000 | $1,000,000 | **$2,693** | $5,000 | $1,000,000 | **$2,809** |
| **Total Annual Premium** | | | **$495,549** | | | **$535,347** |
| **$ Increase or Decrease** | | | **N/A** | | | **$39,799** |
| **% Increase or Decrease** | | | **N/A** | | | **8.03%** |

# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** September 3, 2025

**Originating Department:** Town Attorney

**Agenda Title:** Resolution 62-09-25 – Senate Bill 180 Lawsuit

**Agenda Category** **(i.e., Consent, New Business, etc.):**

**Approved by Town Manager:** _____ **Date:** _____

**Cost of Item:** $20,000 **Funding Source:** _____

**Account Number:** _____ **Finance Signature:** _____

**Advertised:**

**Date:** _____ **Newspaper:** _____

**Attachments:** Resolution

**Please initial one:**

_____ Yes I have notified everyone

N/A Not applicable in this case

**Summary Explanation/Background:**

Town Attorney Baird is requesting the Town Commission to consider, discuss and provide input/direction on proceeding/participating in a lawsuit to declare that Senate Bill 180 is an imposition (blanket statewide prohibition) on the Town's exercise of its Home Rule authority pertaining to Comprehensive Plan land use objectives policies and Land Development Regulations. This proposed lawsuit outlines that this bill is unconstitutional and that Section 28 of Senate Bill 180 prohibits municipalities from enacting Land Use and Zoning Regulations for the entire state of Florida retroactively from August 1, 2024, through October 1, 2027, without any rational justification.

Senate Bill 180's vague prohibitions on moratoria on construction, reconstruction, and redevelopment of properties and Land Use and Zoning Regulations that are "more restrictive or burdensome," and other ambiguous provisions render Senate Bill 180 incomprehensible, create uncertainty, chill local governance,

and encourage preemptive, potentially frivolous, litigation to force local governments into repealing legislation, even if it might otherwise be a valid exercise of home rule authority.

The proposed Resolution would authorize the Town Manager to retain the Law Firm of Weiss Serota Helfman Cole and Bierman, PL to prosecute the lawsuit on behalf of the Town and other municipalities.

Weiss Serota Helfman Cole and Bierman, PL (the "Firm") would represent the Town in the Lawsuit, at both the trial and appellate levels. The Firm will charge a flat fee, inclusive of attorneys' fees and costs, of $10,000 to represent the Town in the Lawsuit in the trial court, which shall be payable within ten days of the effective date of this Resolution. The Town would also agree to pay $5,000 to the Firm to represent it in any appeal filed at the District Court of Appeal within 30 days of the filing of such appeal, and an additional $5,000 should there be an appeal filed at the Florida Supreme Court within 30 days of the filing of such appeal.

**Recommended Motion:**

The Town Commission consider, discuss and provide input/direction on proceeding with proceeding/participating in a lawsuit to declare that Senate Bill 180.

**RESOLUTION 62-09-25**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180'S IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE TOWN'S EXERCISE OF ITS HOME RULE AUTHORITY PERTAINING TO COMPREHENSIVE PLAN LAND USE OBJECTIVES POLICIES AND LAND DEVELOPMENT REGULATIONS, IS UNCONSTITUTIONAL; AUTHORIZING THE TOWN MANAGER TO RETAIN THE LAW FIRM OF WEISS SEROTA HELFMAN COLE + BIERMAN, PL TO PROSECUTE THE LAWSUIT ON BEHALF OF THE TOWN AND OTHER MUNICIPALITIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to Section 2(b) of Article VIII of the Florida Constitution provides that municipalities "shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services," and authorizes municipalities to exercise any power for municipal purposes except as otherwise provided by law; and

**WHEREAS,** pursuant to Section 2(b) of Article VIII of the Florida Constitution and Chapters 163 and 166, Florida Statutes, municipalities have broad home rule authority to adopt comprehensive plans, enact land development regulations, issue development permits, and impose temporary moratoria in furtherance of local public health, safety, and welfare, including, but not limited to providing for orderly growth, environmental protection, disaster recovery, and community resiliency in the Town of Lake Park (Town); and

**WHEREAS,** on June 26, 2025, Senate Bill 180 ("SB 180"), titled "Emergencies," was signed into law by Governor Ron DeSantis and became effective immediately as Chapter 2025-190, Florida Statutes; and

**WHEREAS,** among other things, Section 28 of SB 180 prohibits the Town and all municipalities and local governments from lawfully enacting ordinances that impose "more restrictive or burdensome" comprehensive plan amendments, land development regulations, or procedures concerning review, approval, or issuance of site plans, development permits, or development orders (collectively, "Land Use and Zoning Regulations") for the period commencing retroactively from August 1, 2024, through October 1, 2027, even if such amendments, regulations or procedures are in no way related to any hurricane or other emergency and regardless of whether such amendments, regulations, or procedures were duly enacted prior to the enactment of SB 180; and

**WHEREAS,** Section 28 of SB 180 also prohibits the Town and all municipalities and local governments regardless of circumstances that may be unique to their communities from enacting zoning in progress resolutions or ordinances imposing a moratorium on the construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe; and

**WHEREAS,** Section 18 of SB 180 further prohibits local governments that are located in counties that are entirely or partially within 100 miles of the track of any future hurricane from enacting "more restrictive or burdensome" Land Use and Policies and Zoning Regulations, zoning in progress and moratoria on construction, reconstruction, or

redevelopment of any property, damaged or not, for a period of one year after a storm makes landfall; and

**WHEREAS,** SB 180 is unconstitutional and invalid because, among other things, it: (a) embraces more than one subject and matter properly connected therewith in violation of Article III, Section 6 of the Florida Constitution; (b) includes a defective title in violation of Article III, Section 6 of the Florida Constitution; (c) requires municipalities and counties to spend in the aggregate an amount that exceeds an insignificant fiscal impact without including a finding that the law fulfills an important state interest as required by Article VII, Section 18 of the Florida Constitution; (d) constitutes a sweeping intrusion on home-rule authority, threatening local self-government to act in the best interests of citizens in the enactment of land use objectives and policies, zoning, land development regulations, flood-resiliency, and environmental protections, contrary to Article VIII, Section 2(b) of the Florida Constitution to a degree that renders the constitutional provision hollow; and (e) contains provisions that classify municipal corporations and political subdivisions throughout the state of Florida, on a basis that is not reasonably related to the subject of the law in violation of Art. III, Section 11 (b) of the Florida Constitution; and

**WHEREAS,** although SB 180 is titled "Emergencies," and its intent is to assist properties owners whose properties have been actually affected by a hurricane or other severe weather, SB 180 adversely affects local governments who were not adversely impacted by a hurricane or other severe weather and contains various matters that are not connected to and/or are unrelated to any actual emergency declaration, including Section 18 and 28's total ban on any "more restrictive or burdensome" Land Use and

Zoning Regulations, or the necessity of enacting zoning in progress, moratoria on construction, reconstruction, and redevelopment of properties which were not damaged by a hurricane or other severe weather emergency event; and

**WHEREAS,** the provisions of SB 180 also impose expenditure obligations upon municipalities and counties that, as conceded in the Florida Legislature's own staff analysis, exceed the threshold amount for an unfunded mandate, despite the lack of any finding in SB 180 that the law fulfills an important state interest; and

**WHEREAS,** Section 18 of SB 180 unlawfully divests municipalities of their municipal home rule authority by prohibiting them from enacting Land Use and Zoning Regulations if they are located within a county that is entirely or partially within 100 miles of the track of a hurricane for one year in a completely indiscriminate manner that disregards the size, intensity, or impact of a hurricane on the municipality, whether a proposed Land Use or Zoning Regulation has even a *de minimis* impact on hurricane recovery efforts, or even if the Land Use or Zoning Regulation is necessary to protect the public health, safety, and welfare from the effects of a hurricane; and

**WHEREAS,** Section 18 of SB 180 further usurps the municipal home rule authority guaranteed to Florida municipalities for the benefit of their citizens as set forth in the Florida Constitution by imposing blanket prohibitions on any zoning in progress or moratoria on construction, reconstruction, or redevelopment of property for one year whenever a future hurricane, severe weather or other event which results in a declared emergency falls within 100 miles of the county where the municipality is located, regardless of the necessity or impetus behind such moratoria; and

**WHEREAS,** Section 28 of SB 180 similarly prohibits municipalities from enacting Land Use and Zoning Regulations for the entire state of Florida retroactively from August 1, 2024, through October 1, 2027, without any rational justification; and

**WHEREAS,** SB 180's vague prohibitions on moratoria on construction, reconstruction, and redevelopment of properties and Land Use and Zoning Regulations that are "more restrictive or burdensome," and other ambiguous provisions render SB 180 incomprehensible, create uncertainty, chill local governance, and encourage preemptive, potentially frivolous, litigation to force local governments into repealing legislation, even if it might otherwise be a valid exercise of home rule authority; and

**WHEREAS,** the Town Council of the Town of Lake Park, Florida desires to authorize the participation of the Town in a lawsuit seeking declaratory, injunctive, and other appropriate relief from the provisions of SB 180, which impose a blanket statewide prohibition on the exercise of home rule authority relating to Land Use and Zoning Regulations, based upon the any appropriate legal theories, including, without limitation, those set forth herein, subject to the participation of at least ten local governments (the "Lawsuit"); and

**WHEREAS,** the Town Commission has determined that it is in the best interest of the Town to participate in the Lawsuit and to urge other municipalities and local governments to join as plaintiffs.

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

**Section 1.** The above-stated recitals are hereby adopted and confirmed.

**Section 2. Authorization to Participate in Lawsuit.** The Town Commission hereby authorizes the participation of the Town in the Lawsuit, subject to the participation of at least ten other municipalities or counties.

**Section 3. Legal Representation and Fee Structure.** Weiss Serota Helfman Cole+Bierman, PL (the "Firm") is hereby retained to represent the Town in the Lawsuit, at both the trial and appellate levels. The Firm will charge a flat fee, inclusive of attorneys' fees and costs, of $10,000 to represent the Town in the Lawsuit in the trial court, which shall be payable within ten days of the effective date of this Resolution. The Town also agrees to pay $5,000 to the Firm to represent it in any appeal filed at the District Court of Appeal within 30 days of the filing of such appeal, and an additional $5,000 should there be an appeal filed at the Florida Supreme Court within 30 days of the filing of such appeal. The Town acknowledges that the Firm will be representing other local governments in the Lawsuit and waives any conflicts related to such representation. The Town also acknowledges that the Firm may represent other entities, private or public, at the Town and that the representation of the Town in this Lawsuit alone, because it is part of a coalition, will not constitute a conflict of interest and, to the extent it does, waives such conflict of interest.

**Section 4. Urge Participation.** The Town invites and urges other municipalities and local governments to join with it as plaintiffs in the Lawsuit and to coordinate their efforts with the Town.

**Section 5. Transmittal.** The Clerk is directed to distribute this resolution to all local governments in Palm Beach County. The Clerk is further directed to distribute this resolution to the Firm.

**Section 6. Implementation.** The Town Manager is authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this resolution.

**Section 7. Effective Date.** This resolution shall take effect immediately upon execution.

#6911490 v1 26508-00001