

Lake Park Town Commission, Florida

Regular Commission Meeting

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403 May 21, 2025 6:30 P.M.

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:

<u>1.</u> Presentation - Florida Power & Light (FPL) - Town Storm Hardening, Available Power for New Development & Town Streetlighting Improvements.

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.

- 2. May 7, 2025 Regular Commission Meeting Minutes.
- <u>3.</u> Work Authorization Excavate & Replace Main Stormwater Lines [Six (6) Locations] -Hinterland Group, Inc.
- 4. Work Authorization Cured-In-Place Pipe Lining Shenandoah General Construction
- 5. Resolution 27-05-25 Town of Lake Park Traffic Calming Policy for Local Roadways.
- 6. Resolution 28-05-25 Non-Exclusive Utility Easement Florida Power & Light (FPL) Nautilus 220.

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

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

OLD BUSINESS:

7. Request to Amend Town's Election Process - Commissioner Michael O'Rourke.

NEW BUSINESS:

 Discussion - Proposed Change to Town's Sanitation Schedule - Public Works Department.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on June 4, 2025.



Agenda Request Form

Meeting Date:	May 2	May 21, 2025				
Originating Departme	ent: Public	e Works				
	Preser	Presentation - Florida Power & Light (FPL) - Town Storm Hardening,				
	Availa	able Power for New Development & Town Streetlighting				
Agenda Title:	Impro	vements				
Agenda Category (i.e., C	Consent, New Busi	ness, etc.): Presentation				
Approved by Town M	lanager:	Date:				
	C					
Cost of Item:	\$0.00	Funding Source:				
Account Number:						
		Finance Signature:				
Advertised:						
Date:	N/A	Newspaper:				
Attachments:	Power Point	Power Point Presentation				
-						
-						
Please initial one:						

Yes I have notified everyone Not applicable in this case

Summary Explanation/Background:

Mr. Ilan Kaufer, External Affairs Manager with Florida Power & Light Co. (FPL) will provide the Town Commission with a presentation on a number of important topics/improvements within the Town of Lake Park, including:

- 1. Information on FPL's storm hardening initiatives within the Town
- 2. FPL's availability to provide electric/power to support new development within the Town
- 3. Update on the upcoming residential lighting project with the Town

<u>Note</u>: The presentation for this item is expected to be provided to the Town Commission in advance of the May 21, 2025 Regular Meeting.

Recommended Motion:

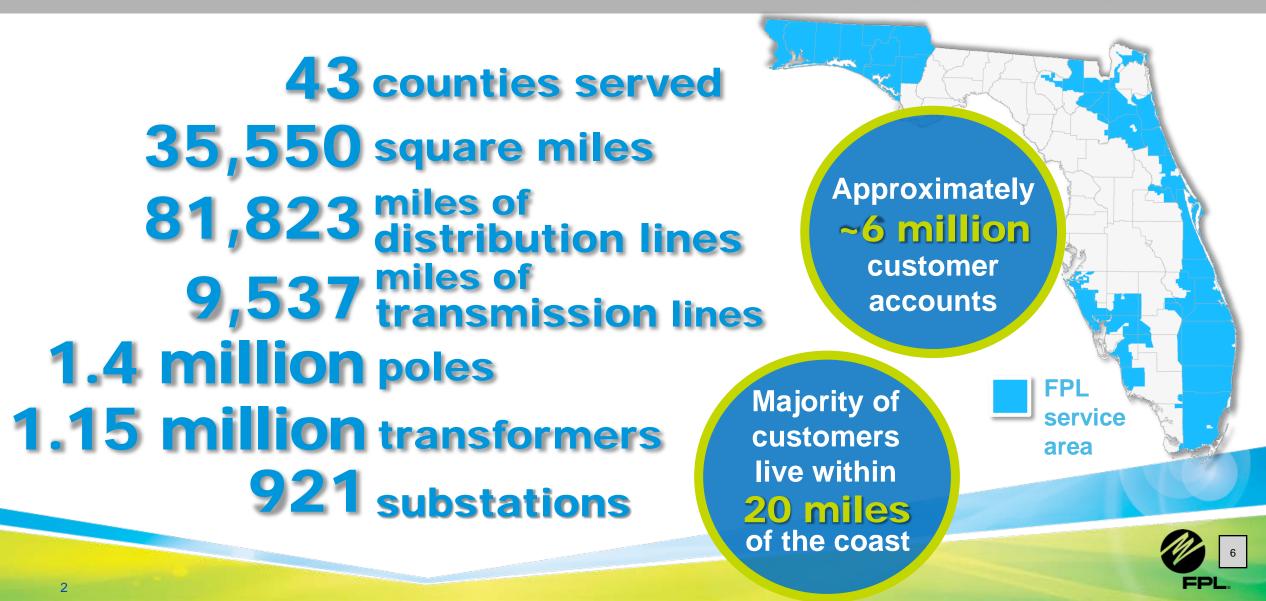
N/A - Presentation

Item 1.



Florida Power & Light Town of Lake Park Presentation

Ilan Kaufer, Robert Weese, Gladys Reyes Florida Power & Light Company As America's largest electric utility, Florida Power & Light Company serves more customers and sells more power than any other utility



FPL has made significant investments to build a stronger, more resilien term 1. energy system



FPL has hardened nearly all main power lines serving critical facilities



FPL has a proven plan and experienced team

Year-round preparations for storms and other emergencies

Annual storm drill

Mobile Command Center



Item 1.

FPL partners with local leaders to identify critical infrastructure

FPL works with local leaders to designate major hospitals and 911 centers as critical infrastructure functions for priority restoration

- County emergency management identifies further critical infrastructure functions
- Balance critical functions and customer needs
- Focus on restoration priorities that bring communities back faster



Preparing now – before a hurricane forms or threatens Florida – will make a meaningful difference in how we recover together

FPL urges customers to be prepared and have a storm plan

For tips on how to prepare for hurricane season, visit FPL.com/Storm



Florida Power & Light 😊

FPL uses more than 30 channels to interact with customers Storms pose unique restoration challenges. Secondary outages and flickering, even

after your power has been restored, can be the result from salt spray, storm surge and significant winds that can weaken electrical connections. Rest assured, we are working safely and as quickly as possible to address these conditions and restore your service.



Outreach

\$153 7-

- **Advertising**
- Website and App
- **Automated Calls**

- **Customer Care Center**
- Email
- **Social Media**
- **Traditional Media**

After a storm, FPL restores power safely and quickly with efficient storm recovery process



Safety IS always FPL's top priority, we urge customers to make it their top priority, too MEST PALM BEACH, FL



Item 1.

The circumstances may change; FPL's commitment does not

120

FPL works 24/7 until all customers are restored

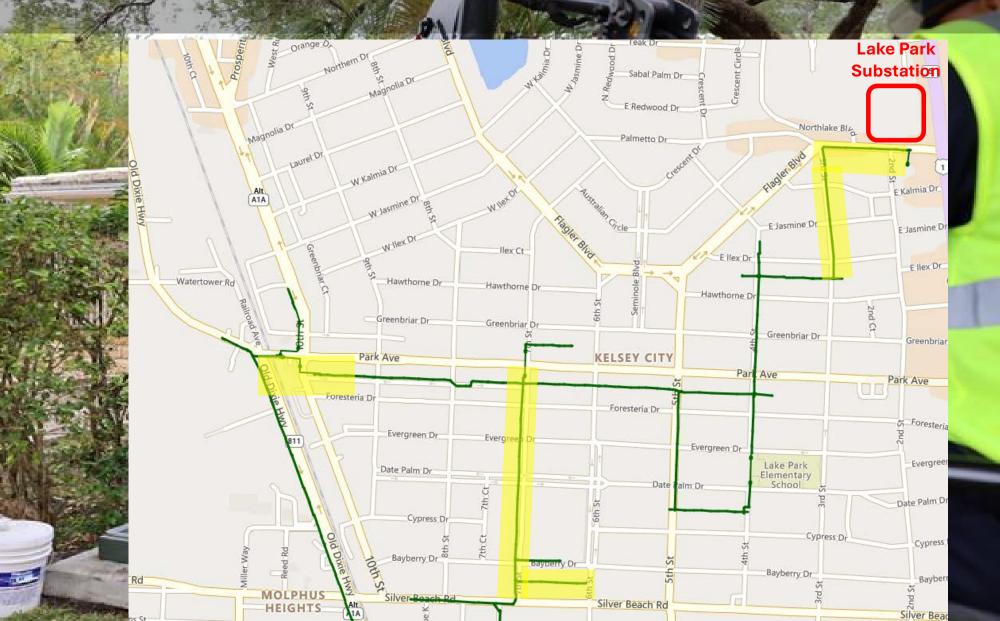
SN

Item 1.

Infrastructure Hardening Update

- Summary of FPL's storm hardening project
- Review of projects to date in the Town

Areas currently being hardened in Lake Park



Item 1.

15

Street Light Project Updates

- Current Projects
 - Summary and Estimated Construction Schedule
 - Process for construction
- Future projects
 - Working with Town staff on additional street lighting





Item 1.



Town of Lake Park Town Commission

Agenda Request Form

Monting Data.		May 21 2025			
Meeting Date:		May 21, 2025			
Originating Department:		Town Clerk			
Agenda Title:		May 7, 2025 - Regular (Commission Meeting Minut	tes	
Approved by Town Manage		ger:	Date		
Cost of Item:	NA	Funding So	urce:		
Account Number:	NA	 Finance Sig			
Advertised: Date: Attachments:	NA Minu	Newspaper:			
Please initial one:	Yes	have notified everyone			
LW	Not a	applicable in this case			
Summary Explanatio	on/Bacl	sground:			

NA

Recommended Motion:

I move to approve the May 7, 2025 Regular Commission Meeting Minutes.



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403 Wednesday May 07, 2025 6:30 pm

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
Laura Weidgans	 Deputy 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.

CALL TO ORDER/ROLL CALL

6:33 pm PRESENT Mayor Roger Michaud Vice-Mayor Michael Hensley Commissioner Judith Thomas Commissioner Michael O'Rourke ABSENT Commissioner John Linden

PLEDGE OF ALLEGIANCE

The Pledge was led by Mayor Michaud.

APPROVAL OF AGENDA:

Commissioner O'Rourke requested to pull items 3 and 7 pulled from consent. Commissioner Thomas also requested item 7 be pulled for discussion.

Motion to approve agenda with the above revisions made by Commissioner Thomas, Seconded by Vice-Mayor Hensley.

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

SPECIAL PRESENTATION/REPORT:

Proclamation - National Public Works Week - May 18, 2025 to May 24, 2025.
 Mayor Michaud presented the Proclamation to Public Works Director, Jaime Morales.
 Public Works Director Morales thanked his team for all they do.

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 provided comments via Exhibit A.

-Tim Sullivan spoke about train safety, landscape buffers, 16 story proposal and gravel driveway ordinance.

-Susan LaFontaine provided comments via Exhibit B.

-Mary Taylor provided comments via Exhibit C.

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.

Items number 3 and 7 have been pulled for discussion.

Motion to approve remaining consent agenda items made by Commissioner O'Rourke, Seconded by Commissioner Thomas.

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

- 2. April 16, 2025 Regular Commission Meeting Minutes
- Resolution 16-05-25 Piggyback Agreement Pavement Maintenance and Rehabilitation Services - Asphalt Paving System, Inc.
- Resolution 22-05-25 Statewide Mutual Aid Agreement State of Florida Department of Emergency Management (FDEM)
- Resolution 23-05-25 FY 2026-2027 State Highway Lighting, Maintenance, and Compensation Agreement - Florida Department of Transportation (FDOT) - \$20,174.72
- Emergency Purchase Town Hall HVAC System & Related Services Carrier Global Corporation - \$26,545.48 (Town's Purchasing Code, Sec. 2-249. Alternative Source Selection)

Items 3 and 7 were pulled for discussion:

3. Tree Board Appointment - Ms. Shana Phelan

Commissioner O'Rourke believes that board appointments should not be heard on consent in order to allow an exchange with the applicants. Commissioner Thomas would like to keep it on consent in order to maintain time and efficiency with the understanding that items can always be pulled off consent for discussion. Vice Mayor Hensley suggested having a write up about the applicant submitted with the agenda item. Mayor Michaud suggested having staff obtain a confirmation from the applicant regarding their attendance at the meeting and if they will be present, the item can be heard outside of the consent agenda.

Motion to approve Board appointment of Shana Phelan made by Commissioner Thomas. Seconded by Vice Mayor Hensley. Voting Aye: All.

21

 Resolution 26-05-25 - 2024-2025 CDBG Award Agreement (Revised) - PBC Department of Housing & Economic Development (DHED) - Splash Pad (Kelsey Park) - \$400,916.

Commissioner Thomas stated that she pulled this item so that they could discuss the water features such as spray jets, water bucket and cannons and she feels that it opens an opportunity for the unhoused using it for bathing. She envisioned more of a fountain type water feature. Commissioner O'Rourke stated a concern regarding Section 8 of the agreement regarding program beneficiaries and is not sure if the Town would meet the criteria of low to moderate income beneficiaries and also had a question about the award amounts and wants to be sure it will not take funds away from the community center project. He feels that it is a wonderful idea but has concerns about fund sources. Vice Mayor Hensley asked for clarification on this point to ensure this project would not affect the community center. Town Manager Reade clarified that the funding for this splash pad had been reallocated from the community center design because the County had issue with the fact that the funds for the community center did not include construction. He also stated that the funds for the design of the community center are coming from other sources such as the Community Redevelopment Agency (CRA) fund. He stated that the County is very supportive of this project. Town Manager Reade stated that the \$400,000 was an additional allocation from the county on top of the regular allocation. The Commission asked for confirmation that the item will come back before them so that they will be able to give their input on the design. Town Manager Reade confirmed that the Commission would be asked for their input on the design. Mayor Michaud requested that the public provide their input as well. Chief Public Information Officer/Grants Writer Merrell Angstreich stated that the Commission would have final approval on the design.

Motion to approve Resolution 26-05-25 made by Commissioner O'Rourke. Seconded by Vice Mayor Hensley. Voting Aye: All.

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION): NONE

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

9. Ordinance 02-2025 - Amending Section 78-142 Chapter 78 - Paving and Maintenance Standard for Driveways (Gravel Driveways) AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-142 OF CHAPTER 78 PERTAINING TO PAVING AND MAINTENANCE STANDARDS FOR DRIVEWAYS; PROVIDING FOR A VESTING PERIOD; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Reade provided a summary of the item (Exhibit D).

Mayor Michaud asked for clarification that the grant would still be available for the people that have already had the work done. Community Development Director Nadia DiTommaso stated that the grants are typically available prior to the work being done but that the Commission could apply a special condition allowing them to obtain grant funds after the work has been complete. Town Manager Reade stated that it is the intent that the grant still be available to those that had already completed the work on their driveways. Commissioner Thomas voiced concern with the grant being available to homesteaded properties, but that there may not be an effective way to confirm if a property is homesteaded. Community Development Director DiTommaso stated that they use the property appraiser's website as a resource.

Motion to approve Ordinance 02-2025 on second reading made by Vice Mayor Hensley, Seconded by Commissioner O'Rourke.

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

Town Attorney Baird read the Ordinance by title only.

NEW BUSINESS:

10. Special Event Request - Lake Park Music & Food Festival

Special Events Director Riunite Franks provided a summary of the item (Exhibit E). Event organizer, Craig Lemanowicz, answered questions from the Commission regarding event details and confirmed that there will be a shuttle going from the Village Shoppes to the event and back. Commissioner Thomas requested that residents in the immediate area of the event are made aware of the shuttles and/or utilize barricades to prevent parking up and down the other roads. Special Events Director Riunite Franks stated that this would be done and that they would figure out a designated area for parking golf carts. Mr. Lemanowicz asked for permission to close Lake Shore Drive during the event.

Motion to approve the request and to close Lake Shore Drive made by Commissioner O'Rourke, Seconded by Commissioner Thomas.

Public Works Director Jaime Morales stated that in order to close the road, the requestor would need to submit Maintenance of Traffic (MOT) plans and cover the cost of closing the road. Commissioner Thomas voiced an objection to closing Lake Shore Drive because she does not want to create a burden on the requestor to have to meet the requirements in order to close the road.

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

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird spoke about a memo that was distributed in response to Commissioner O'Rourke's request regarding the current voting method of the Town. (Exhibit F). He stated that the Town is not prohibited from returning to an "At Large" voting method and that the Commission would need to provide direction for how to proceed. Town Attorney Baird also reminded the Commission that the zoning in progress expires before the next Commission meeting.

Town Manager Reade announced the following; WPBF news hurricane presentation on Saturday May 10th, Haitian Flag Day on May 17th, Memorial Day Celebration on May 26th, and he

25

announced that Barbara Gould has been promoted from Interim/Assistant Finance Director to Finance Director.

Commissioner O'Rourke spoke in opposition to retaining the current voting system.

Commissioner Thomas thanked Public Works for the golf carts signs being posted in Town. She spoke about the neighborhood block party grants that are available to residents. She stated that we ought to have a better voting system, but that the current voting system achieved the desired results.

Vice Mayor Hensley had a great time at their block party. He thanked staff for the PADD Workshop and the residents for voicing their opinion.

Mayor Michaud announced the Palm Beach County Clerk & Comptroller will be at the Library giving out free information about property fraud on Thursday from 12:30pm to 1:30pm.

REQUEST FOR FUTURE AGENDA ITEMS: NONE **ADJOURNMENT:**

Motion to adjourn made by Vice Mayor Hensley, Seconded by Commissioner Thomas. Voting Yea: All.

Meeting Adjourned 8:46 pm.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on May 21, 2025.

Mayor Roger D. Michaud

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2025

Town Seal

M. Steinhauer

Exhibit A.

Lake Park Town Commission Meeting - May 7, 2025

Testimony by Michael Steinhauer 435 Greenbriar Drive, Lake Park

Good evening. I want to begin by expressing my sincere appreciation to the Town Manager, our Honorable Mayor and the Commission, for seeking 3rd party consultation on the growth and development issue, and for their holding the **April 26 community workshop**. It meant a great deal to residents to have a forum where our voices could be heard. We value transparency and participation, and that event showed a clear willingness by town leadership to listen.

At that standing room only workshop, one message came through loud and clear: Lake Park residents overwhelmingly support a small-scale, walkable, historically respectful downtown—one that reflects our Comprehensive Plan, that calls for small-scale development.

And yet, in the past several years under the former Town Manager, **amendments were made to allow buildings 12 stories and higher,** a glaring contradiction of the vision laid out in the Plan.

Town Attorney **Thomas Baird** has raised his concerns repeatedly. For instance, in his April 2023 memo, he warned that the "bucket of units" approach—averaging 48 units per acre—is not only poor planning but also not supported by **Florida Statute 163.3177(6)(a)**. He noted internal inconsistencies between Policy 12.2 and both Policy 12.1 and Objective 12. He further objected to height waivers allowing up to four stories of structured parking, calling it bad planning that should be revisited.

Unfortunately, these concerns have yet to be addressed.

Tonight, I respectfully request that this Commission: first, **void the waiver request on the table now for this high-rise proposal.** Then move **forward with amending the recent zoning changes to bring them back into alignment** with the Comprehensive Plan and state law. This isn't about stopping progress, it's about shaping the right kind of progress. Development should respect our heritage, scale, and sense of place. Item 2.

We believe that with our new Town Manager, current Mayor, and most Commissioners, Lake Park has a renewed sense of partnership for a better future—one where the voices of residents are truly heard and respected on this and other issues.

The resident-focused movement that has come alive will not disappear until the final votes are cast and we can rejoice in savoring the small-town culture and feel that motivated us to invest here and to call Lake Park our home.

Thank you for your service, and for continuing to listen to your community.

Dear Mayor Michaud & Commissioners

EXhibit R

I'm here to request that you initiate adding amendments to Lake Park's Code of Ordinances Section 78-70 for the PADD to address three elements, which are incompatible with the Town's Comprehensive Plan. Those being:

(1) Building Height Maximum of 12 stories /160 feet stated in Table 78-70-2, and

(2) The extra four stories allowed for a parking garage per the "Structured Parking Waiver" (78-70 (b) (7) b. 3)

And

X

10

(3) The absence of any specific criteria for granting Density waivers in the PADD, also in Table 78-70-2.

These three elements are clearly inconsistent with our Comprehensive Plan Town Goal, which, on page 67 in the Plan says it is to (quote) :

"Ensure that the <u>historic small-town character</u> of Lake Park is maintained, while fostering development and redevelopment that is <u>compatible with and improves</u> existing neighborhoods and commercial areas. ..."

A high rise in our downtown does the exact opposite of maintaining our "small-town character". It is not "compatible with" our "existing neighborhoods", the majority being single-story single-family homes.

Nor would high-rises in the PADD (quote) "**preserve the current character of the town** ", required in Comprehensive Plan, Policy 1.7 on pg 69.

Nor would they present "**unified architectural and design standards**", as required in Comp. Plan Objective 7 on pg 73.

Nor would high-rise in the PADD be **"compatible with the existing housing stock**" as required by Comp. Plan 5.5.1 "Town Goal Statement" on pg 142.

Also, as has been said many times, this maximum total height allowance of 16 stories/ 200 feet is directly contradicted by Section 78-70's "a) **Purpose and intent... for a <u>small scale traditional</u> downtown".**

#3 DENSITY. As stated previously, granting the requested density waivers to one or 2 developers for an extraordinary **#** of units diminishes the redevelopment options and property rights of other properties in the PADD. And it would clearly not help **"maintain our small town character**" nor be **"Compatible with existing neighborhoods**".

Also, why does our Comprehensive Plan specifically say in Policy 7.3 (on pg 146) that it will give density bonuses in *multifamily residential areas for low and/ or moderate income housing*, but makes no such stipulation for granting density waivers in the PADD?

I suggest an amendment to clearly state the criteria for granting a density waiver in the PADD, which would be in keeping with Fla statute **163.3177** for Comprehensive Plans, which includes to (quote) "Provide guidelines for the implementation of mixed-use development including the types of uses allowed, the **percentage distribution among the mix of uses**, or other standards, **and the density and intensity of each use**." "(6) h."

Also, at one of the past meetings or workshops, someone said that if the town doesn't allow these density waivers in the 16-story buildings we "will never get a train station". How do they know that? From what I've read, stations

Susan La Fontaine

Lake Park, PBG & Jupiter are all in the future plans of Tri-Rail. A train station in Lake Park would serve the residents of ours and the surrounding 3 towns.. There's no stations yet because Funding is the problem, as if reflected in several recent newspaper articles.

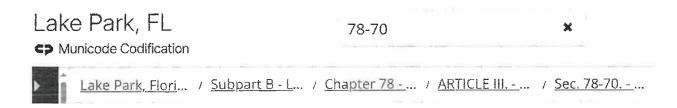
Lake Park, Florida - ... / Subpart B - LAND / Chapter 78 - ZON / ARTICLE III - DIST / Sec. 78-70, - Park-

Building Height (Slaximum)	12 stories (160 feet). See 78-70(b)(7)b.3. for an additional height waiver for structured parking.
Story Height	Maximum 12 feet per story, 20 feet maximum for ground floor, and top floor or middle floor
Density	Maximum density shall be 48 dwelling units per acre. The Town Contribution may approve a project in excess of 48 units provided that the average density for the entire contiguous Downtown Future Land Use area does not exceed 48 du/acre and the Town Commission finds it in keeping with the purpose and intent established for the PADD.

Lake Park, Florida - Code ... / Subpart B - LAND DEVE ... / Chapter 78 - ZONING / ARTICLE ... - OISTRICT ... / Sec. 78-70 - Park Aven ...

S SHOW CHANGES D IQ MOR

- Structured parking waiver. For structures in the Core Sub-District, up to four levels (maximum of 40 feet) of structured parking may be excluded from the maximum height of a structure, even if active liner uses are proposed, upon the town commission's determination that all of the following conditions exists:
 - (a) The applicant is proposing structured parking to meet the code required parking. In addition to meeting the required parking, an applicant seeking a structured parking waiver shall provision public parking equivalent to a minimum of ten percent of the required parking. This public parking shall be located on the ground floor of the structured parking area, be free of charge, and marked and reserved for public use in perpetuity.
 - (b) Pursuant to a review of shadow studies, the additional height would not significantly impact the light, air flow, and aesthetics of any abutting single-family dwellings or multifamily dwellings or those that are located across a street or alleyway in a manner that creates substantial negative or detrimental impacts, as determined by staff, or as determined by the town commission. This waiver shall not be combined with an off-street parking waiver under subsection 1. above.



Susan Latin tain 29

Item 2.

Item 2.

- (a) *Purpose and intent*. It is the purpose and intent of the Park Avenue Downtown District to provide for the following:
 - (1) <u>Urban development which is reflective of early master plans for a</u> small scale traditional downtown commercial area;
 - (2) Buildings and structures that relate to the pedestrian environment at a human scale which, in conjunction with public investments, help to create a sense of place;

Since the Comprehensive Plan is a huge 324 page document to wade through I've made screenshots with the associated pages of the Comprehensive Plan below.

pilot — + 🖬 15 of 324 | 🤉 🕒

1.3 COMPONENTS OF THE LAKE PARK COMPREHENSIVE PLAN

The Lake Park Comprehensive Plan and Support Documentation report is structured to meet all of the statutory and rule requirements as defined in Sections 1.1 and 1.2 above. However, for the purposes of formal adoption, the following components shall comprise the Town of Lake Park Comprehensive Plan

1.3.1 Goal, Objectives and Policies

The following sections of this report shall comprise the goals, objectives and policies component of the Comprehensive Plan:

• FUTURE LAND USE - Section 3.4

- + 🛃 67 of 324 🥥 🔅

3.4.1 Town Goal Statement

Ensure that the historic small-town character of Lake Park is maintained, while fostering development and redevelopment that is compatible with and improves existing neighborhoods and commercial areas. The Town shall maintain and seek opportunities to improve its ability to provide: (1) a full range of municipal services; (2) diversity of housing alternatives consistent with existing residential neighborhoods; (3) commercial, industrial and mixed-use development opportunities that will further the achievement of economic development goals; and (4) a variety of recreational activities and community facilities oriented to serving the needs and desires of the Town. Various land use activities, consistent with these Town character parameters, will be located to maximize the potential for economic benefit and the enjoyment of natural and man-made resources by residents and property owners, while minimizing potential threats to health, safety and welfare posed by hazards, nuisances, incompatibles land uses and environmental degradation.

Table 78-70-2 - CORE Sub-District Regu	lations
Building Height (Maximum)	12 stories (160 feet). See 78-70(b)(7)b.3. for an additional height
	waiver for structured oarking.

(The 4/4/2022 Planning & Zoning Board agenda shows the max height in the PADD Core as being 10 stories/ 120 feet. I can't find the document in Zoning Board minutes or in Commission minutes of when it increased to 12 stories/160 feet. Regardless, the replacement of the old section 78-70 with the new 78-70 and the above max heights took place at the 2nd Commission vote, Aug 2022.

Also per Comprehensive Plan:

of 324 🥥 🕒 (+ +) 67

3.4.2 Objectives and Policies

Objective 1:

Future growth and development shall be managed through the Future Land Use Plan Map and Comprehensive Plan, as implemented by land development regulations which: (1) coordinate future land uses with appropriate topography, soil conditions and the availability of facilities and services; (2) encourage the prevention, elimination or reduction of uses inconsistent with the Town goal statement and future land use plan; and (3) encourage redevelopment, renewal or renovation that maintains or improves existing neighborhoods and commercial areas; (4) facilitate the achievement of economic development, historic preservation, resource preservation, and other key goals; and (5) discourage the



Policy 1.5:

The Town shall encourage development and redevelopment activities which will substantially increase the tax base while minimizing negative impacts on natural and historic resources, existing neighborhoods and development. and adopted Levels of Service standards.

Item 2.

of 324 () ()

Policy 1.7:

Land development regulations shall contain planned development provisions which allow design flexibility within projects under unity of title as a means of the maximum use of land, while preserving the current character of the Town.

69

4+

Policy 1.8:

New development shall be permitted only when central water and wastewater systems are available or will be provided concurrent with the impacts of development.

Any word on a Lift Station for the PADD?

						the second	
-	-	*	71	of 324 🥥	0		

Objective 5:

As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a manner that is considerate to existing neighborhoods and uses, the built and natural environments. and neighboring jurisdictions.

Policy 5.1:

High-rise looming over and blocking afternoon sunlight from single-family homes to the east of it is not "considerate".

The Town shall protect, preserve, maintain and improve its core residential neighborhoods and historic resources, and protect these areas from physical degradation and the intrusion of incompatible uses.



Objective 7:

The Town recognizes the benefits of unified architectural and design standards. The Town shall continue to develop, maintain, revise and enforce these standards as appropriate.

+ 🛃 79 of 324 ⊙ 〔Ď

Objective 12.

<u>Redevelopment of the Historical Downtown Area:</u> A Downtown Future Land Use Classification is established to facilitate the redevelopment of the historical Park Avenue downtown and the immediate surrounding area. This land use category encourages a dense, vibrant, walkable mixed-use downtown that combines residences, businesses, and civic spaces, and that is well-integrated into the surrounding neighborhoods. This land use classification is also intended to facilitate development that complements a future tri-rail station.

- + 🖅 79 of 324 🕥 🕒

Policy 12.1

The Downtown Land Use classification is implemented by the Park Avenue Downtown District (PADD) zoning district. The Downtown Land Use shall provide for the development or redevelopment of compact residential and non-residential or mixed use buildings to complement the existing buildings.



The land development regulations developed to implement the Downtown Land Use shall provide for compatibility of adjacent land uses by establishing criteria to address buffering and to control the height and intensity of structures to mitigate the impacts of development on adjacent zoning districts, particularly single-family districts

- + E 80 of 324 🤉 🗊

3.4.3 Future Land Use Classification System

+ 🖸 81 of 324 🥥 🛈

<u>High Density Residential</u> – Single family detached residences, duplexes, townhouses, clustered single-family detached residences, and multiple family residences, with a maximum density not to exceed 40 dwelling units (du) per gross acre, including permitted

<u>Condominium Residential</u> – Single-family detached residences, duplexes, townhouses, clustered single-family detached residences, and multiple family residences with a maximum density not to exceed 40 units per gross acre. Public schools are a permitted use within this land use designation.

<u>Downtown – Mixed Use development with a maximum F.A.R. which shall not exceed 3.0</u> per gross acre, as calculated for the entire contiguous Downtown Land Use area. The maximum density shall not exceed an average of 48 dwelling units per gross acre, as calculated for the entire contiguous Downtown Land Use area.

Horizontal mixed use may be developed and bonus units may be granted in excess of 48 units on one site, so long as the average density for the entire contiguous Downtown Land Use area does not exceed 48 units per acre.



5.5.1 Town Goal Statement

Ensure the provision of safe, decent and sanitary housing and living conditions in designated residential neighborhoods consistent with: (1) density levels indicated on the Future Land Use Plan Map; (2) specific housing needs as reflected in the most recent Shimberg Center for Affordable Housing's Affordable Housing Needs Assessment; and (3) the current residential character of the Town and individual Planning Areas. Further, ensure that the character of new housing is compatible with the existing housing stock, particularly historic housing, while accommodating current housing needs.

How is the character of <u>any</u> high-rise "compatible with the existing housing stock" of the mostly single-family homes in the neighborhoods to the east of the proposed high-rises? It's a gross mismatch of scale.

Objective 3:

Adequate and affordable housing, consistent with the current character of the Town shall be provided for the existing population and anticipated population growth, including housing to accommodate the defined specialized needs of low and moderate income, elderly or handicapped or displaced residents.

Has any developer proposed building new affordable or "work-place" housing in Lake Park? From what I've read it's all at market pricing.

- + 🕶 | 144 of 324 | 🥥 🤅

Require developers to coordinate with the Town during the design and completion of residential developments to assure that the Town and Planning Area characteristics are maintained, and any defined special housing needs are accommodated.

- + 🕶 | 145 of 324 🕥 🕕

Policy 3.8:

In consideration of the fact that the Town's 2005 homeownership rate of 43.5% is significant less than the homeownership rate for the State of Florida's 2005 homeownership rate of 70.3%, the Town shall prioritize the creation of homeownership units, and shall coordinate with the appropriate agencies, including the State of Florida and Palm Beach County, to attempt to secure grant funds (i.e. CDBG, HOME, SHIP) to assist income-qualified renter households in becoming homeowners.

Sure, Nautilus 220 promotes homeownership, if you're a millionaire. From what I understand the high-rise projects proposed so far for the PADD are rental units, at market pricing. Ditto the Northlake apartments.

4-->

- CD

Policy 7.3:

acture mounte

A land development regulation will be established for density bonuses in multifamily residential areas for low and/or moderate income housing.

Policy 7.4:

In scheduling the review of proposed development or redevelopment, the Planning and Zoning Board shall give priority to applications that provide for affordable homeownership units.

The Residences at Tenth & Park "luxury" rental apartments, (per their website) have requested a density bonus, to go from 48 to over 200 units per acre. But nothing for low and/or moderate income housing.

www.lakeparkflorida.gov/home/showpublisheddocument/16230/638774752049470000

Also, I have requested from the Town Clerk but not received a reply to this question:

When did the max height allowance in the PADD Core go from 10 stories/ 120 feet, per the agenda packet in the 4/4/2022 Planning & Zoning Board meeting, to the current 12 stories/160 feet? I've dug thru

MAY 7, 2025

M. Taylor Exhibit C

Good Evening, as you may know when I adopted Buddy, my dog, I promised to walk him every day, and I do. During our walks I can't help seeing things that are out of place, like trucks and cars parked over the sidewalk...dangerous especially on Park Ave. because children and the elderly have to walk in the busy street. We pass a big yellow, box company truck crowding a side street and hear a neighbor complain that she has to look at it every evening, and a forever parked truck on the SE corner in front of the stop sign on 4th and Cypress. Cars and trailers parked in front yards.

Last year, Parking was a big issue, important enough to merit a solution. I remember included in the budget, was about \$750,000 for 2 new sheriff officers for Nautilus, plus a community officer, dedicated mainly to parking violations. How Is that working out? How many violations are written a month?

The speed limit of 25 mph on Park Ave, and throughout Lake Park, is a joke, especially from 4 to 9 pm. every day. It is not the amount of traffic, it is the complete disregard of the 25 mph speed limit and the disrespect for the people who reside on the street, and it's not just Park Ave. If we don't get a handle on the speeding before our thousands of new residents arrive, they will feel entitled also, to use the residential street as a highway. Since Nautilus is not open, is it possible to assign the 2 additional officers to patrol for speeders until, if ever, a better solution is implemented. Residents are not asking for new rules and laws only that the current ones are enforced. Thank You!





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date:		May 7, 2025
Originating Depart	ment:	Community Development
		Ordinance 02-2025 - Amending Section 78-142 Chapter 78 - Paving and
Agenda Title:		Maintenance Standard for Driveways (Gravel Driveways)
Agenda Category (i.e	., Consent	New Business, etc.): OLD BUSINESS
Approved by Town	Manag	er: Date:
Cost of Item:	\$0.00) Funding Source:
Account Number:		Finance Signature:
Advertised:		
_		
Date:	N/A	Newspaper:
Attachments:		Proposed Ordinance 02-2025
		Resolution 11-02-24 Approving an Amnesty Period for the certain
		properties (as listed)

Please initial one:

Yes I have notified everyoneNDNot applicable in this case

Summary Explanation/Background:

During the February 21, 2024, the Town Commission approved a two-year Amnesty period for approximately forty (40) properties within the Town with non-conforming gravel driveway (Resolution 11-02-24) due to the concern that bringing these properties into compliance with the Town Code by eliminating their gravel driveways would pose an economic hardship.

<u>Note</u>: To date, a total of nine properties (22.5%) have either complied or are moving toward compliance. Of these properties, two (2) properties have utilized Town grant funding to support these improvements.

Due to the continued economic impact concerns, the Town Commission has requested that staff propose

an Ordinance amending the Town's Land Development Regulations (LDR's) that would provide for the vesting of gravel driveways until a time that the property is either substantially renovated or the driveway is replaced, whichever occurs first.

Further, the LDR's will continue to provide that although these properties would now be vested, if approved, the maintenance standards for gravel driveways within the LDR's would still be required to be met.

<u>Note</u>: The Town Code - Section 78-2 - provides for the following existing definition for 'substantial renovation':

<u>Substantial renovation</u> means either of the following: Repair, rehabilitation, restoration, reconstruction, alteration, expansion, or similar improvement, in a calendar year, in excess of 50 percent of the assessed value of the property, as determined by the most recent certified tax roll prepared by the county tax collector; or any building addition in excess of 20 percent of the existing gross floor area or increase in height in excess of 20 percent of the existing building height.

The proposed Ordinance was approved on 1st reading on April 16, 2025 by the Town Commission and is being presented for 2nd and final reading on May 7, 2025. If approved, the proposed Ordinance would be effective immediately upon final approval.

Additionally, if approved, the Town's Community Beautification Improvement Grant funding will continue to be available for the replacement of gravel driveways to an approved alternative surface (that is code compliant).

The proposed Ordinance was prepared by the Community Development Director and reviewed by the Town Attorney.

Recommended Motion:

I move to approve Ordinance 02-2025 - Amending Section 78-142 Chapter 78 - Paving and Maintenance Standard for Driveways (Gravel Driveways) on 2nd and Final Reading.



E

Item 2.

<u>Agenda Request Form</u>	Ex	hi	bi	t
----------------------------	----	----	----	---

		May 7, 2025	
Meeting Date:			
Originating Departm	nent:	Special Events	
Agenda Title:		Special Event Request - Lake Par	rk Music & Food Festival
Approved by Town N	Manage	er:	Date:
Cost of Item: Account Number:	\$0	Funding Source:	
Advertised: Date:		Newspaper:	
Attachments:	Lake I	Park Music & Food Festival Spec	ial Event Permit Application
Please initial one: X	Yes I	have notified everyone	

Not applicable in this case

Summary Explanation/Background:

On February 8, 2025 the Special Events Department received a Special Event Permit Application from Mr. Andy Balasis and Mr. Craig Lemanowicz, owners of Tropically Impaired Events & Apparel, located at 1401 Old Dixie Highway in Lake Park.

Tropically Impaired Events & Apparel has partnered with other entities to plan some of Palm Beach County's most recognizable events, including the Garlic Fest in Lake Worth Beach, Jupiter Seafood Festival, Wellington Bacon & Bourbon Fest, the Delray Affair and most recently the very successful Band, Burgers & Brews in Abacoa.

Event Details:

On February 26, 2025, Town staff and representatives from PBSO and PBCFR met with the event organizers to discuss the proposed Lake Park Music & Food Festival's details and requirements. The proposed event (formally the Seafood Festival) is being planned to be held on Saturday, May 24, 2025, from 12:00 PM – 10:00 PM, in Kelsey Park (east side). The event is expected to include live entertainment by various artists, art, crafts, food and beverage vendors, a kid's zone with bounce houses, face painting, games and activities and a VIP area.

Note: The event organizers have met with the Lake Harbour Towers North (501 Lake Shore Drive) Condo Association President to discuss the proposed event and location to address any potential issues and ⁴⁰ resolutions.

This is a ticketed event, with an expectation of 800 attendees. General admission is \$15.00, VIP admiss tem 2. is \$35.00 and tickets at the gate are \$35.00. VIP tickets are proposed to include event entry, one (1) tree drink, private bar and portable restrooms, special seating area and food from 2:00 PM – 5:00 PM (catered by Lake Park Texas Roadhouse).

The event organizers have put together a list of local performers to provide continuous live entertainment throughout the day. The performance schedule is as follows:

• Sweet Justice:	12:30 PM - 1:45 PM
Ricky Young:	2:00 PM - 3:00 PM
• Andrew Morris Band:	3:30 PM - 4:30 PM
• Hypersona Band:	5:00 PM - 6:00 PM
• 56ACE Band:	6:30 PM - 7:30 PM
• Girlfriend Material:	8:00 PM - 10:00 PM

A portion of the event proceeds are proposed to be donated to the Wounded Veterans Relief Fund, The Andrea C. Cameron Foundation, Joanne Benjamin Cancer Fund, Palm Beach County Police Benevolent Association and Little Smiles Florida.

The event organizers have also committed to providing vendor spaces for the Town's CRA and the Friends of the Lake Park Library.

<u>Note</u>: In addition, as a way to ensure that Lake Park residents are able to attend the event, the organizers have pledged to provide 500 free tickets for Town residents.

Parking Plan:

The event organizers recognize that several parking lots and street parking will be required to accommodate the total number of expected attendees. As a result, the following locations are proposed to serve as event parking:

- Kelsey Park South Parking Lot
- Street parking along Lake Shore Drive, Greenbriar Drive and Foresteria Drive
- The outside lanes of Park Avenue from 1st street to 5th street
- Lake Park Public Library Parking Lot
- Town Hall Parking Lot
- CRA Parking Lot
- Publix Plaza Parking Lot

<u>Note</u>: To obtain the event permit, the event organizers will be required to provide written approval/authorization to utilize each of the above private parking lots for the proposed event.

In addition, due to some of the locations not being walking distance to the park, the organizers are planning to use a rideshare service to transport attendees to and from the event.

Event Security:

The event organizers are required to have one (1) Sergeant and five (5) Deputies from Palm Beach County Sheriff's Office working during the event.

The organizers have also hired a private security firm to provide overnight security at the park beginning Friday, May 23, 2025 through Sunday, May 25, 2025.

Town Staff:

In accordance with the Town's facility rental policy, the organizers are required to have Town staff on *Item 2*. during the times that there will be any event activity within the park, including, but not limited to, pre-set up, day of event, breakdown, etc. Town staff for the event is as follows:

Friday, May 23, 2025

Special Events Department staff will be onsite during regular work hours throughout the day to assist the event organizers with the pre-event set up of the fencing, stage, tents and other needed equipment.

Saturday, May 24, 2025

The organizers are required to have two (2) Public Works employees onsite from 7:00 AM - 11:00 PM. Due to the length of time, PW staff will work in shifts to accommodate the event. In addition, staff members from the Special Events Department will be onsite periodically throughout the day to assist.

Sunday, May 25, 2025

The organizers are required to have one (1) Public Works employee onsite from 7:00 AM - 12:00 PM.

<u>Requests</u>:

At this time, the event organizers would like the Town to sponsor the event and assist with promoting and marketing the event, as well as approve the following special event requests, which are required to be approved by the Town Commission:

REQUESTED CATEGORY	VALUE	TOTAL	
	(monetary or other)		
Marketing Assistance The event organizers would like to have the official event flyer posted on the Town of Lake Park website and social media pages.	No monetary value	No monetary value	
Extended Park Hours The event organizers would like the Town Commission to extend the hours of operation for Kelsey Park on the day of the event. Currently, the park closes at 9:00 PM. The event organizers are proposing to have their event end at 10:00 PM. As well as, breakdown several tents, tables and chairs after the event is over, that could possibly last until 11:30 PM.	No monetary value	No monetary value	
Close Outside Lanes of Park Avenue for Parking The event organizers would like to close the outside lanes of Park Avenue to assist with parking for the event attendees.	No monetary value	No monetary values	
Use of Town Hall & CRA Parking Lot The event organizers would like to use the parking lots located at Town Hall and in the CRA for parking and as shuttle stops. The plan is to have a trolley bring attendees to and from the event. The organizers are also reaching out to the owners of the Northlake Promenade Shoppes and other parking lots throughout the town.	No monetary value	No monetary values	

Rental Fee Reduction The event organizers would like the Town Commission to conside providing them with a rental fee reduction of \$500.00 for rentin Kelsey Park. Under the current facility rental fee list, the even organizers will be charged a 3-day resident rate rental fee of \$500.00 per day to rent the park. This includes the time that the will need to begin pre-event set up starting on Friday, May 23, the event day on Saturday, May 24 and the complete breakdown of the event on Sunday, May 25. The suggested reduction of \$500.00 with equal to a 1-day resident rental rate.	g \$500.00 Per Day t f y e e	\$500.0 <i>Item 2.</i> (Indirect C ost)
--	---	---

TOTAL DIRECT COST REQUESTED: \$0

TOTAL INDIRECT COST REQUESTED: \$500.00

The proposed Special Event request has been reviewed by the Town's Special Event Department staff, the Public Works Director, the Community Development Director, the Assistant Town Manager/HR Director, PBSO and PBCFR.

<u>Recommended Motion</u>:

The Town Commission is requested to provide consideration of the proposed special event requests to support the proposed 2025 Lake Park Music & Food Festival.

Exhibit F

JONES FOSTER

Memo

То:	Richard Reade, Town Manager			
From:	Thomas J. Baird, Town Attorney			
Date:	April 15, 2025			
Subject:	Voting Process			

At the April 2, 2025 meeting of the Town Commission, Commissioner O'Rourke requested that the Commission be presented with information regarding the voting method the Town Commission implemented to settle a lawsuit brought against the Town by the Department of Justice (DOJ).

Background

In 2009, the Department of Justice (DOJ) filed a complaint in federal court alleging that the Town of Lake Park's (Town) at-large voting method of electing Commissioners, enhanced by the use of staggered terms, resulting in black citizens of the Town having less opportunity than white citizens to participate in the political process and elect candidates of choice in violation of §2 of the Voting Rights Act of 1965 (the Act). The basis of the DOJ complaint was the extensive research of election results it conducted, supported by interviews of black citizens, some of whom had been candidates for the office of Commissioner. Included within the factual allegations of the Complaint was that in two of the Town's elections, the at-large voting system set forth in the Town Charter worked against the two black candidates. The DOJ's complaint also relied upon the fact that since the Town's incorporation in 1923 no black candidate for the Commission had ever won an election.

The then Commission recognized that a defense of the Town would be prohibitively expensive, and was unlikely to be successful. Consequently, the then Commission believed it had little choice but to settle the action on terms dictated by the DOJ. The Town retained a law firm based in Washington, DC and this firm negotiated a settlement of the action based upon the options presented to the Commission. The DOJ presented the Commission with three options: (1) Single member districts drawn such that at least three of the districts contained a majority of black population. This option would have resulted in at least two incumbent Commissioners vacating their seats on the Commission; (2) The Limited Voting System, which is the system the Town currently uses; and (3) a cumulative voting system. Although the cumulative voting system was most appealing to the Commission, the then Supervisor of Elections, Susan Bucher, rejected it claiming that her office could not implement a system just for Lake Park. Consequently, Ms. Bucher advised the DOJ that this method of voting could not be an option. The Commission selected the Limited Voting

1 9 2 4

April 15, 2025 Page 2

System and voted to enter into a Consent Judgment and Decree (Consent Judgement) with the United States of America. The Consent Judgement required the Town to amend its Charter to change its at-large voting system. The Consent Judgment was executed on October 26, 2009.

Elections Under the Limited Voting System

The first election under the Limited Voting System took place in 2010. No black individuals qualified to be candidates for this election. The 2013 election was the second election using the Limited Voting System. Again, no black candidates qualified for the four commission seats. Following the 2013 election, the Commission directed me to evaluate whether the Town could return to the at-large voting method.

The 2013 Study by Dr. Engstrom

Following the 2013 election, Dr. Richard Engstrom¹ was retained to study voting data. The contract was divided into two phases. In the first phase, Dr. Engstrom assessed whether, since 2009, the data he examined would indicate that racially polarized voting still existed in the Town. If not, then he would proceed to Phase 2 of the contract. Dr. Engstrom performed a statistical analysis of elections of the Commission in 2010 and 2013; the congressional elections during that same cycle; the Florida Senate Primary between Mack Bernard and Jeff Clemons; and the Florida House Primary between Bobby Powell, Natasha Wells, Charles Bantel and Evelyn Garcia. His conclusion was that racially polarized voting still existed in the Town. Dr. Engstrom was of the opinion that if the DOJ was presented with a change it would be unlikely to support a change from the Limited Voting System because the data would show that there was still racially polarized voting in the Town. Given the results of Phase I of the Dr. Engstrom study, Phase 2 was not pursued.

The DOJ Interview

As part of the 2013, I discussed the Commission's desire with Ernest McFarland, Esquire, that was employed by the DOJ and involved in the Town's case in 2009. As part of my dialogue with Attorney McFarland, we discussed a modification to the Limited Voting System. I did not communicate the research conducted by Dr. Engstrom to Attorney McFarland. He indicated that the Consent Judgement did not prohibit the Town from changing its voting method, but *cautioned* that if the Town changed its charter and returned to the At Large Voting System, this would not preclude someone from again alleging that the at large system results in black citizens having less of an opportunity to be elected. Mr. McFarland stated that if the DOJ received a complaint it would likely investigate it. Presumably, the DOJ part would collect data² as it did prior to filing its Complaint in 2009 and determine whether the data indicated that racially polarized voting was still occurring in the Town. Mr. McFarland noted that if this was the case, the DOJ would likely bring another action against the Town. Mr. McFarland indicated that absent a compliant, the DOJ would not necessarily initiate a new study if it learned that the Town had returned to the At Large Voting System. I attempted to contact Mr. McFarland again, but his email and phone contacts I have no longer work. I have no reason to believe that Mr. McFarland's comments would be any different today to what he advised me in 2013.

¹ Dr. Engstrom has testified as an expert witness in several DOJ voting rights cases.

² Dr. Engstrom collected the same type data in his 2013 study for the Town.

April 15, 2025 Page 3

The Last Four Town Commission Elections

In addition to the elections of 2010 and 2013, four other elections have been held under the Limited Voting System: 2016, 2019, 2022 and 2025. In 2016, like elections under this system in 2010 and 2013, no black candidates qualified for or were elected to the office of commissioner. But, in the elections for four commissioners in 2019 and 2022, Roger Michaud was the only black candidate to qualify for election to the seat of Commissioner. He was elected to the Commission as one of four commissioners under the Limited Voting System. In 2025, Michael Hensley and Judith Thomas were the only black candidates to qualify for the four commission seats. In a field of six seats, they both were elected as commissioners.

Conclusion

I attempted to contact Ernest McFarland at the DOJ. The email and phone number I had for him no longer work. The Based upon the results of the elections in 2019, 2022, and 2025, and without analyzing the data from those elections, it might be argued that after a slow start, the Limited Voting System has produced the result that was intended, i.e. the election of black commissioners. That black candidates have been elected under the Limited Voting System, may or may not be enough to factually conclude that racially polarized voting no longer exists in the Town's elections. The only way to "conclusively" address this issue would be to retain an expert to conduct another study. With or without a study, the Commission may conclude that it is appropriate to change the Charter to another voting system. Should the Commission determine that it is appropriate to proceed with an amendment to the Charter, a referendum must be conducted. Absent a special election, the earliest scheduled municipal election is March 10, 2026.

#6103016 v1 26508-00001



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 ____

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

(1)

Name: ______ Address:

EUNDALOUR

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

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

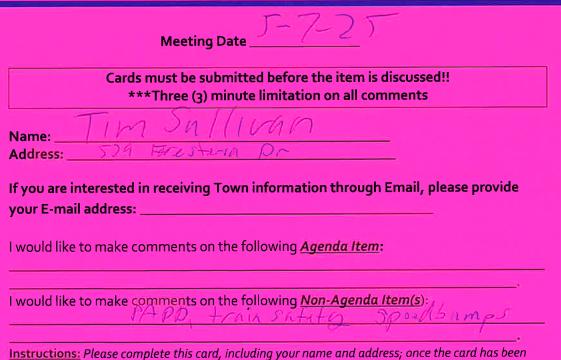


10 ome



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.





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 _____

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

Name: Susan Lo Fontainil Address: SYS Evergreen Mr

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

I would like to make comments on the following <u>Non-Agenda Item(s)</u>: Amendments to Code Section 78-70



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 ____

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

Address:

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

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

I would like to make comments on the following <u>Non-Agenda Item(s)</u>



Town of Lake Park Town Commission

Agenda Request Form

		2025				
Meeting Date:	May 21,	2025				
Originating Departm	nent: Public W	Vorks				
Work Authorization - Excavate & Replace Main Stormwater Lines [S						
Agenda Title:		tions] - Hinterland Grou	-			
8		-	· ·			
Approved by Town	Manager:		Date:			
			Stormwater – Repairs & Maintenance			
Cost of Item:	\$421,135.00	Funding Source:	- Lines			
	402-538-402-					
Account Number:	46080	Finance Signature:	Barbara A Gould			
A J						
Advertised:						
Date:	N/A	Newspaper:				
Attachments:	1. Cost Co	omparison with Project I	isting and Proposals			
Attaciments.		1 0	0 1			
	2. Resolut	ion No. 65-10-21 (Hinte	rland Group, Inc.)			

Please initial one:

Yes, I have notified everyoneJMNot applicable in this case

Summary Explanation/Background:

The Public Works Department continues to address critical issues with stormwater lines and structures throughout the Town of Lake Park. Recently, following thorough inspections at various locations, staff has identified six (6) locations (outlined within the attached Cost Comparison and Project Listing) that require full excavation and replacement of the main stormwater lines. This approach has been determined to be the most effective and efficient strategy for the necessary repairs.

To ensure the lowest possible price, staff is recommending that the Town issue a Work Authorization under the current contract with Hinterland Group, Inc., which was awarded to Hinterland Group through a competitive selection process (ITB2021-127CS) for the provision of Stormwater Pipe and Infrastructure Inspection and Repair Services (Resolution #65-10-21 – October 20, 2021).

Funding to support this project is available within the FY 2025 Budget (\$421,135), including \$382,850 for construction with an additional 10% contingency (\$38,285) to address any unforeseen site conditions encountered during the excavation and replacement process. This funding is generally provided by the Town's stormwater non-ad valorem assessment revenues.

<u>Note</u>: Utilizing an existing competitively awarded contract will enable the Town to streamline the procurement process, benefit from pre-negotiated, volume-based pricing, and engage a vendor with a proven record of performance and technical expertise. Further, utilizing a previously approved agreement will accelerate project mobilization, support cost control, and ensure compliance with local and state procurement requirements.

If approved, the Town Commission would accept Hinterland Group's approved pricing, including all terms, conditions, and pricing. The Town will not expend more than the amount within the approved budget, as it may be adopted/amended each year for these goods and services over the term of this contract.

If approved, construction and mobilization are expected to begin immediately, with project completion anticipated within six (6) months (Fall/Winter 2025).

The proposed Work Authorization and Proposal has been prepared by the Town's construction contractor, Hinterland Group, Inc., and reviewed by the Public Works Director and the Finance Director.

The Town has previously worked with the proposed contractor, and they have provided a quality product and good customer service.

Recommended Motion:

I move to approve a work authorization for Hinterland Group, Inc. to perform the work outlined within the proposal for excavating and replacing the main lines at the six (6) locations within the Town.

Cost Comparisons for Excavate and Replace Main Line Projects

FY2024-2025

		H	linterland	Shenandoah
1	Basin 12 - 733 Cypress Drive to 754 Date Palm Drive (Main #24)	\$	86,275.00	\$ 111,540.00
2	Basin 12 - 731 to 805 Bayberry Drive (Main #9)	\$	108,450.00	\$ 165,450.00
3	Basin 12 - 721 to 717 Bayberry Drive (Main #30)	\$	75,525.00	\$ 127,000.00
4	Basin 12 - 717 Bayberry Drive (Main #31)	\$	27,245.00	\$ 39,920.00
5	Basin 11 - 344 E. Jasmine Drive to 345 E. Jasmine Drive (Main #522)	\$	35,505.00	\$ 41,240.00
6	Basin 19 @ 1307 South Killian Drive (Main #544)	\$	49,850.00	\$ 54,290.00
	TOTALS	\$	382,850.00	\$ 539,440.00

Excavate and Replace Projects

- 1. Basin 12_733 Cypress Dr. to 754 Date Palm Dr.(main #24), 270' of 18" HDPE exfiltration system, installing new 18" RCP exfiltration system, 12-045M to 12-046D.
- Basin 12_731 to 805 Bayberry Dr. (main #9) 345' of 18" HDPE exfiltration system, installing new 18" RCP exfiltration system, 12-020-02-09D to 12-020-02-10D.
- Basin 12_721 to 717 Bayberry Dr. (main #30) 132' of 24" HDPE exfiltration system, install new 24" RCP exfiltration system, 12-020-02-08M to 12-020-02-07D.
- 4. Basin 12_717 Bayberry Dr. (main #31) 13' of 24" HDPE, install new 24" RCP from 12-020-02-07D to 12-020-02-06M.
- 5. Basin 11_344 E. Jasmine Dr. to 345 E. Jasmine Dr.(main #522) 11-014D to 11-015D 32' of 15" CMP replace with 15" RCP exfiltration
- 6. Basin 19_1307 S. Killian Dr. (main #544) structure 19-010D to 19-012D 107' of 18" RCP



(561) 640-3503 - Phone

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Proposal # 21-0107-46

DATE: 4/17/2025

ADDRESS Town of Lake Park John Wylie jwylie@lakeparkflorida.gov

JOB NAME: Main Line #24 Replacement - 733 Cypress to 754 Date Palm

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
LI #96 - Construction Foreman LI #97 - Equipment Operator LI #98 - Laborer LI #99 - Pipe Layer LI #103 - Track Excavator LI #105 - Wheel Loader LI #109 - Vibratory Plate Compactor LI #116 - Driveway Restoration LI #1120 - Floratam Sod LI #125 - MOT LI #126 - Mobilization	65 65 130 65 65 30 450 3500 1	HR HR HR HR HR SF EA EA	\$150.00 \$125.00 \$100.00 \$30.00 \$30.00 \$10.00 \$10.00 \$1.00 \$1,500.00 \$4,500.00	\$9,750.00 \$8,125.00 \$13,000.00 \$1,950.00 \$1,950.00 \$300.00 \$4,500.00 \$3,500.00 \$1,500.00 \$4,500.00
<u>Materials</u> Pipe and Filter Fabric Dump Truck 57 Stone Pipe, Concrete and Rock Removal and Disposal	1 30 7 1	LS HR LD LS	\$14,500.00 \$150.00 \$900.00 \$5,400.00	\$14,500.00 \$4,500.00 \$6,300.00 \$5,400.00

TOTAL	\$ 86,275.00
TOTAL	 00,210.00

Pricing Based on Palm Beach Gardens ITB2021-127CS Stormwater Infrastructure Maintenance and Repair Services

Notes:

1. Proposal includes irrigation repair as needed

2. Proposal assumes no plugging or bypass pumping will be needed

3. Proposal does not include any asphalt or sidewalk restoration

Proposal does not include dewatering

5. Proposal does not include any density testing

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Accepted By:



(561) 640-3503 - Phone

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Proposal # 21-0107-47

ADDRESS Town of Lake Park John Wylie jwylie@lakeparkflorida.gov

DATE: 4/17/2025

JOB NAME: Main Line #9 Replacement - 731 to 805 Bayberry Dr

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
11 #00 Coostruction Foreman	80	HR	\$150.00	\$12,000.00
LI #96 - Construction Foreman	80	HR	\$125.00	\$10,000.00
Ll #97 - Equipment Operator Ll #98 - Laborer	80	HR	\$100.00	\$8,000.00
LI #99 - Pipe Layer	160	HR	\$100.00	\$16,000.00
Li #103 - Track Excavator	80	HR	\$30.00	\$2,400.00
LI#105 - Wheel Loader	80	HR	\$30.00	\$2,400.00
LI #109 - Vibratory Plate Compactor	40	HR	\$10.00	\$400.00
LI #112 - Asphalt Pavement Replacement	10	TON	\$350.00	\$3,500.00
LI #113 - Limerock	10	TON	\$125.00	\$1,250.00
LI #116 - Driveway Restoration	900	SF	\$10.00	\$9,000.00
LI #120 - Floratam Sod	2000	SF	\$1.00	\$2,000.00
LI #125 - MOT	1	EA	\$2,500.00	\$2,500.00
Ll #126 - Mobilization	1	EA	\$4,500.00	\$4,500.00
Materials				
Pipe and Filter Fabric	1	LS	\$18,300.00	\$18,300.00
Dump Truck	30	HR	\$150.00	\$4,500.00
57 Stone	7	LD	\$900.00	\$6,300.00
Pipe, Concrete and Rock Removal and Disposal	1	LS	\$5,400.00	\$5,400.00

101AL # 100,400.00		TOTAL	\$	108,450.00
--------------------	--	-------	----	------------

Pricing Based on Palm Beach Gardens ITB2021-127CS Stormwater Infrastructure Maintenance and Repair Services

Notes:

1. Proposal includes irrigation repair as needed

2. Proposal assumes no plugging or bypass pumping will be needed

3. Proposal includes road crossing Patch w/2" asphalt only, no milling and paving

4. Proposal does not include dewatering

5. Proposal does not include any density testing

6. Minor sidewalk restoration at crosswalk only included

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com



(561) 640-3503 - Phone

ALL DO's/Contractual	lecuances are to	he emailed to:	info@hinterlandgroup.com
ALL PO S/Contractual	issuances are to	De emaneu to.	mounnenanuqroup.com

Proposal # 21-0107-48

DATE: 4/17/2025

ADDRESS Town of Lake Park John Wylie jwylie@lakeparkflorida.gov

JOB NAME: Main Line #30 Replacement - 721 to 717 Bayberry Dr

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
LI #96 - Construction Foreman	50	HR	\$150.00	\$7,500.00
LI #97 - Equipment Operator	50	HR	\$125.00	\$6,250.00
LI #98 - Laborer	50	HR	\$100.00	\$5,000.00
LI #99 - Pipe Layer	100	HR	\$100.00	\$10,000.00
LI #103 - Track Excavator	80	HR	\$30.00	\$2,400.00
I I #105 - Wheel Loader	80	HR	\$30.00	\$2,400.00
LI #109 - Vibratory Plate Compactor	40	HR	\$10.00	\$400.00
LI #112 - Asphalt Pavement Replacement	3	TON	\$350.00	\$1,050.00
LI #113 - Limerock	3	TON	\$125.00	\$375.00
LI #116 - Driveway Restoration	720	SF	\$10.00	\$7,200.00
Ll #120 - Floratam Sod	750	SF	\$1.00	\$750.00
LI #125 - MOT	1	EA	\$1,500.00	\$1,500.00
LI #126 - Mobilization	1	EA	\$4,500.00	\$4,500.00
<u>Materials</u>				
Pipe and Filter Fabric	1	LS	\$10,000.00	\$10,000.00
Dump Truck	30	HR	\$150.00	\$4,500.00
57 Stone	7	LD	\$900.00	\$6,300.00
Pipe, Concrete and Rock Removal and Disposal	1	LS	\$5,400.00	\$5,400.00

TOTAL	\$	75,525.00
-------	----	-----------

Pricing Based on Palm Beach Gardens ITB2021-127CS Stormwater Infrastructure Maintenance and Repair Services

Notes:

1. Proposal includes irrigation repair as needed

Proposal assumes no plugging or bypass pumping will be needed
 Proposal includes road crossing Patch w/2" asphalt only, no milling and paving

4. Proposal does not include dewatering

5. Proposal does not include any density testing

6. Minor sidewalk restoration at crosswalk only included

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com



(561) 640-3503 - Phone

ALL DOI-IC - starstored	loguaness are to b	a amplied to:	info@hinterlandgroup.com
ALL PO's/Contractual	issuances are to p	e emaned to:	into@mmenanuqroup.com

Proposal # 21-0107-49

ADDRESS Town of Lake Park John Wylie jwylie@lakeparkflorida.gov

DATE: 4/17/2025

JOB NAME: Main Line #31 Replacement - 717 Bayberry Dr

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
LI #96 - Construction Foreman	24	HR	\$150.00	\$3,600.00
LI #97 - Equipment Operator	24	HR	\$125.00	\$3,000.00
LI #98 - Laborer	24	HR	\$100.00	\$2,400.00
LI #99 - Pipe Layer	48	HR	\$100.00	\$4,800.00
LI #103 - Track Excavator	24	HR	\$30.00	\$720.00
LI #105 - Wheel Loader	24	HR	\$30.00	\$720.00
LI #109 - Vibratory Plate Compactor	8	HR	\$10.00	\$80.00
LI #112 - Asphalt Pavement Replacement	3	TON	\$350.00	\$1,050.00
LI #113 - Limerock	3	TON	\$125.00	\$375.00
LI #116 - Driveway Restoration	120	SF	\$10.00	\$1,200.00
LI #120 - Floratam Sod	100	SF	\$1.00	\$100.00
LI #125 - MOT	1	EA	\$750.00	\$750.00
Ll #126 - Mobilization	1	EA	\$4,500.00	\$4,500.00
<u>Materials</u>				
Pipe and Filter Fabric	1	LS	\$950.00	\$950.00
Dump Truck	4	HR	\$150.00	\$600.00
Pipe, Concrete and Rock Removal and Disposal	1	LS	\$2,400.00	\$2,400.00

T (Second Second	OTAL	\$ 27,245.00

Pricing Based on Palm Beach Gardens ITB2021-127CS Stormwater Infrastructure Maintenance and Repair Services

Notes:

1. Proposal includes irrigation repair as needed

Proposal includes inglation repair as needed
 Proposal assumes no plugging or bypass pumping will be needed
 Proposal includes road crossing Patch w/2" asphalt only, no milling and paving

4. Proposal does not include dewatering

5. Proposal does not include any density testing

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Accepted By:





(561) 640-3503 - Phone

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Proposal # 21-0107-51

ADDRESS Town of Lake Park John Wylie jwylie@lakeparkflorida.gov

DATE: 4/17/2025

JOB NAME: Main Line #522 Replacement - 344 to 345 E. Jasmine Dr

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
Ll #96 - Construction Foreman	30	HR	\$150.00	\$4,500.00
LI #97 - Equipment Operator	30	HR	\$125.00	\$3,750.00
LI #98 - Laborer	30	HR	\$100.00	\$3,000.00
LI #99 - Pipe Layer	60	HR	\$100.00	\$6,000.00
LI #103 - Track Excavator	30	HR	\$30.00	\$900.00
LI #105 - Wheel Loader	30	HR	\$30.00	\$900.00
LI #109 - Vibratory Plate Compactor	8	HR	\$10.00	\$80.00
LI #112 - Asphalt Pavement Replacement	5	TON	\$350.00	\$1,750.00
LI #113 - Limerock	5	TON	\$125.00	\$625.00
LI #120 - Floratam Sod	200	SF	\$1.00	\$200.00
LI #125 - MOT	1	EA	\$1,500.00	\$1,500.00
LI #126 - Mobilization	1	EA	\$4,500.00	\$4,500.00
Materials			*• • • • • • •	* 0.400.00
Pipe and Filter Fabric	1	LS	\$2,100.00	\$2,100.00
Dump Truck	10	HR	\$150.00	\$1,500.00
57 Stone	2	LD	\$900.00	\$1,800.00
Pipe, Concrete and Rock Removal and Disposal	1	LS	\$2,400.00	\$2,400.00

TOTAL	\$	35,505.00
-------	----	-----------

Pricing Based on Palm Beach Gardens ITB2021-127CS Stormwater Infrastructure Maintenance and Repair Services

Notes:

1. Proposal includes irrigation repair as needed

Proposal assumes no plugging or bypass pumping will be needed
 Proposal includes road crossing Patch w/2" asphalt only, no milling and paving

4. Proposal does not include dewatering

5. Proposal does not include any density testing

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Accepted By:



(561) 640-3503 - Phone

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Proposal # 21-0107-52

DATE: 4/17/2025

ADDRESS Town of Lake Park John Wylie jwylie@lakeparkflorida.gov

JOB NAME: Main Line #544 Replacement - 1307 S. Killian Dr.

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
LI #96 - Construction Foreman	40	HR	\$150.00	\$6,000.00
LI #97 - Equipment Operator	40	HR	\$125.00	\$5,000.00
LI #98 - Laborer	40	HR	\$100.00	\$4,000.00
LI #99 - Pipe Layer	80	HR	\$100.00	\$8,000.00
LI #103 - Track Excavator	40	HR	\$30.00	\$1,200.00
LI #105 - Wheel Loader	40	HR	\$30.00	\$1,200.00
LI #109 - Vibratory Plate Compactor	10	HR	\$10.00	\$100.00
LI #116 - Driveway Restoration	650	SF	\$10.00	\$6,500.00
LI #120 - Floratam Sod	950	SF	\$1.00	\$950.00
LI #125 - MOT	1	EA	\$1,500.00	\$1,500.00
LI #126 - Mobilization	1	EA	\$4,500.00	\$4,500.00
Materials				
Pipe and Filter Fabric	1	LS	\$4,400.00	\$4,400.00
Dump Truck	10	HR	\$150.00	\$1,500.00
57 Stone	2	LD	\$900.00	\$1,800.00
Pipe, Concrete and Rock Removal and Disposal	1	LS	\$3,200.00	\$3,200.00

TOTAL	\$ 49,850.00	

Pricing Based on Palm Beach Gardens ITB2021-127CS Stormwater Infrastructure Maintenance and Repair Services

Notes:

1. Proposal includes irrigation repair as needed

2. Proposal assumes no plugging or bypass pumping will be needed

3. Proposal includes road crossing Patch w/2" asphalt only, no milling and paving

4. Proposal does not include dewatering

5. Proposal does not include any density testing

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

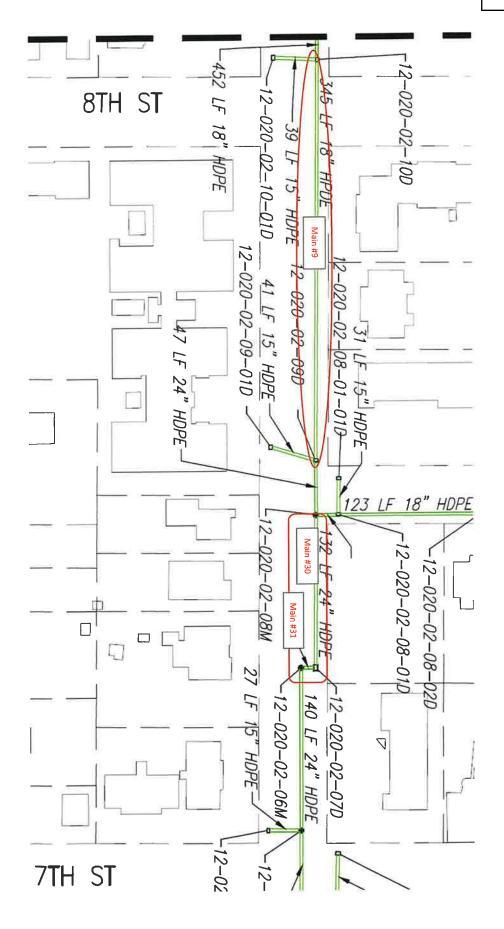
Accepted By:

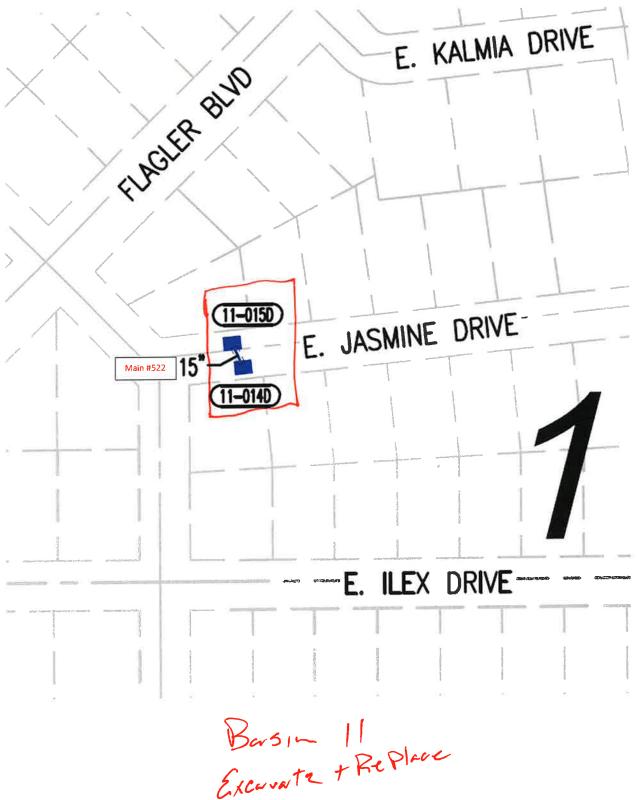


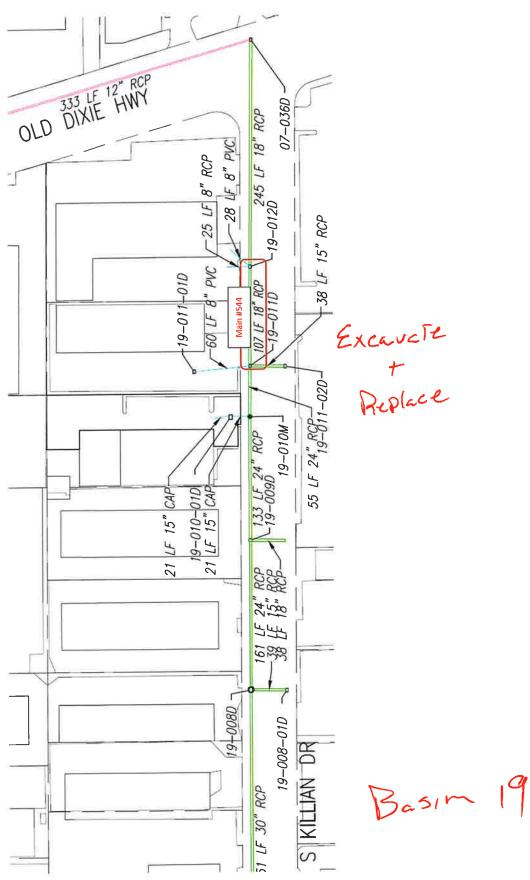
Basin 12 Excavate + Deplace

2+3+4

Basin 12 Excurate # Replace







Item 3.

From: Sent: To: Cc:	Samantha Northcutt <s.northcutt@shenandoahus.com> Thursday, April 17, 2025 1:21 PM John Wylie Jaime J. Morales; Paula LeBlanc; Staffin Zebarth; Anthony Guglielmi; Garret Kulp; Robson Lima; Isaac Boyette</s.northcutt@shenandoahus.com>
Subject: Attachments:	RE: Town of Lake Park 4-3-2025 4Th St.pdf; 9 Th St.pdf; 607 Evergreen Dr.pdf; 646 W Jasmine.pdf; 704 W llex Dr.pdf; 718 W Jasmine.pdf; 722 W llex Dr.pdf; 727 Laurel Dr.pdf; 806 9 Th St.pdf; 810 9Th St.pdf; 811 Northern.pdf; 820 9Th St.pdf; 822 Laurel Dr.pdf; 838 W Kalmia 18 in.pdf; 838 W Kalmia Dr 15 in.pdf; 845 W Jasmine.pdf; 861 W llex Dr.pdf; 904 W Kalmia Dr.pdf; 907 9 Th St.pdf; 1406 Flagler Blvd.pdf; 1408 Killian Dr.pdf; Cypress Dr.pdf; Town of Lake Park - 4/3/25 - Piggyback on Broward College

Hi John,

Attached are the proposals for CIPP from Garret Kulp and Isaac Boyette.

Excavate and Replace Projects from Robson Lima:

39259 Town of La	ke Park 4-3-2025	1	OTAL PROJECT	5	584,380.00
			Location 1	\$	111,540.00
			Location 2	\$	165,450.00
			Location 3	\$	127,000.00
			Location 4	\$	39,920.00
			Locations	5	44,940.00
		#5	Location 🔏	\$	41,240.00
		#6	Location 🖊	\$	54,290.00

Point Repair Project from Staffin Zebarth numbers by Monday 4/21/25.

Let me know if you have any questions or concerns.

Thank you again!



Samantha Northcutt

Contract Administrator

954-975-0098 x117 561-248-5937

s.northcutt@shenandoahus.com

1888 NW 22nd Street Pompano Beach FL 33069 Shenandoahus.com

Pompano Beach · Ft. Myers · Ft. Pierce · Lakeland · Tampa · Jacksonville

This message is the property of Shenandoah General Construction. It is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you have

RESOLUTION 65-10-21

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH HINTERLAND GROUP, INC., FOR THE PROVISION OF STORMWATER PIPE AND INFRASTRUCTURE VIDEO INSPECTION AND REPAIR 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, the Town is responsible for the repair and maintenance of its stormwater infrastructure system and requires a contractor to provide pipe and infrastructure video inspection and repair services; and

WHEREAS, the City of Palm Beach Gardens competitively bid and awarded a five-year contract to the successful bidder, Hinterland Group, Inc., ("Contractor") whereby it will be providing the City with pipe and infrastructure video inspection and repair services; and

WHEREAS, the Contractor is providing these services to the City of Palm Beach Gardens per contract number ITB2021-127CS, effective from April 1, 2021 through March 31, 2026; and

WHEREAS, pursuant to the City of Palm Beach Gardens' solicitation of services the Contractor was permitted and agreed to provide the same services to other governmental units based upon the same terms, conditions, and pricing; and

WHEREAS, pursuant to the Town's Procurement Policies, the Town may enter into contracts for services with contractors when another public agency has already followed proper formal bid procedures to solicit services from contractors; and

WHEREAS, as permitted by the Town's Procurement Policies, the Town would like to "piggy back" the contract that was awarded to the Contractor by the City of Palm Beach Gardens and contract with the Contractor for the same services; and WHEREAS, the Contractor has agreed to provide the necessary services and resources to the Town using the same pricing, terms and conditions as set forth in the contract it entered into with the City of Palm Beach Gardens, contract number ITB2021-127CS; and

WHEREAS, Town Manager has recommended to the Town Commission that it is in the best interest of the Town to enter into a contract with the Contractor.

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 a contract with the Contractor for services associated with the repair and maintenance of the Town's Stormwater pipe and video inspection and repair services. 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 <u>Commissioner Michaud</u> who moved its adoption. The motion was seconded by <u>Commissioner Linden</u> and upon being put to a roll call vote, the vote was as follows:

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. (65-10-21) duly passed and adopted this 20 day of October , 2021.

TOWN OF LAKE PARK, FLORIDA

AYE User

BY **O'ROURKE** MIC MAYOR

ATTEST:

VIVIAN MENDEZ TOWN CLERK

Approved as to form and legal sufficiency:

THOMAS J. BAIRD TOWN ATTORNEY



AGREEMENT FOR STORMWATER PIPE AND INFRASTRUCTURE

VIDEO INSPECTION AND REPAIR SERVICES

THIS AGREEMENT FOR STORMWATER PIPE AND INFRASTRUCTURE VIDEO INSPECTIO AND REPAIR SERVICES (the Agreement) is made and entered into this day of <u>October</u>, 2021, 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 Hinterland Group, Inc., 2051 West Blue Heron Boulevard, Riviera Beach, FL 33404 ("Contractor") (collectively referred to as the parties).

WITNESSETH THAT

WHEREAS, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is responsible for maintaining a stormwater infrastructure system and requires a contractor to perform pipe and infrastructure video inspection and repairs; and

WHEREAS, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to "piggyback" onto a contract procured by another governmental entity when it requires substantially the same services; and

WHEREAS, on December 3, 2020, the Contractor entered into that certain Agreement Number ITB2021-127CS with the City of Palm Beach Gardens, to provide for stormwater pipe and infrastructure video inspection and repair services (the Palm Beach Gardens Agreement, a copy of which is attached hereto as Exhibit 'A' and incorporated herein by reference only; and

WHEREAS, the Town desires to "piggyback" onto the Palm Beach Gardens Agreement for the same or similar services and pricing for stormwater pipe and infrastructure video inspection and repair services, and

WHEREAS, pursuant to the City of Palm Beach Gardens Agreement, the Contractor has consented to offer the same services at the same pricing to other governmental entities.

NOW THEREFORE, the Town and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The above stated recitals are true and correct.

2. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records required by the Town to perform the services which are the subject of this Agreement.

- b. Upon the request of the Town, provide any such public records.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
- d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
- e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.
- 3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of the Palm Beach Gardens Agreement and agrees to provide to the Town the same services based upon these same terms, conditions and pricing for stormwater pipe and infrastructure video inspection and repair services as are set forth therein, a copy of which is attached hereto and incorporated herein.
- 4. The Town agrees to pay for the services of the Contractor based upon the same terms and conditions as set forth in the Palm Beach Gardens Agreement.
- 5. Except as otherwise stated herein below, the terms and conditions of the Palm Beach Gardens Agreement shall be the terms agreed to by the parties.
- 6. The terms and conditions of the agreement with the Palm Beach Gardens Agreement are hereby supplemented and incorporated into this Agreement, as follows:

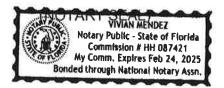
The Contractor's mobilization costs shall be mutually agreed to by the parties and proportional to the individual scope of work for which the mobilization of the Town's project is purposed. The mobilization costs shall be reflected in a written supplement to this Agreement which is to be attached hereto prior to its execution.

- 7. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.
- 8. Notices to the Contractor shall remain as reflected in the Palm Beach Gardens Agreement. Notices to the Town shall be given to the Town at: Town of Lake Park, Attn: Town Clerk. 535 Park Avenue, Lake Park, Florida, 33403.
- 9. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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 LAKE , By: Bv: Vivian Mendez, Town C Michael O Rourke, Mayor APPROVED AS TO FORM AND LEGAL SUFFICIENCY Thomas J. Baird, Town Attorney

STATE OF FLORIDA COUNTY OF PALM BEACH The foregoing instrument has been acknowledged before me this 20 day of October 2021 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me. Kimberly Glas Castro, Vice Mayor



WITNESSES:

By: Jay Brei

Printed Name

Danie Duke III

Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

-1-- 0

NOTARY Commission # HH 156194 Expires July 21, 2025 Bonded Thru Budget Notary Services

P:\DOCS\26508\00001\DOC\23U0392.DOCX

Notary Public, State of Florida

Montisha Soto



City of Palm Beach Gardens 10500 North Military Trail Palm Beach Gardens, Florida 33410

AGREEMENT FOR STORMWATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES

AGREEMENT NO. ITB2021-127CS

THIS AGREEMENT is made and entered into this <u>3</u>^M day of <u>becanberk</u>, 2020 (the "effective date") by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (the "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **Hinterland Group**, Inc., a Florida corporation (the "Contractor"), located at 2051 West Blue Heron Boulevard, Riviera Beach, Florida 33404.

WHEREAS, the City desires to retain the services of the Contractor to perform Stormwater Infrastructure Maintenance and Repair Services in accordance with the City's Invitation to Bid No. ITB2021-127CS and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. ITB2021-127CS and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. SCOPE OF WORK

The Contractor shall perform cleaning, de-watering, videoing, inspection, minor repairs, maintenance, and repair services for the City's stormwater infrastructure and related systems. This Agreement shall cover certain identified and specific services and work, as described in the Invitation to Bid, the performance of such services and work shall be undertaken on a project-by-project basis.

Page | 1 of 7

ARTICLE 3. PAYMENTS AND CONTRACT VALUE

The City shall pay the Contractor for work that has been completed, reviewed, inspected, and accepted by the City, according to the terms and conditions of the Invitation to Bid.

The City shall pay the Contractor based on the rates established in this Agreement and as described on the subsequent City purchase order. The Contractor shall not commence any work under this Agreement until a City purchase order has been issued for the work, and the Contractor has received written notice from the City to proceed with the work.

The estimated value for all work contemplated under this Agreement during the five- (5) year term shall be Eight Hundred Eighty-Nine Thousand Six Hundred Seventy-Five Dollars (\$889,675). All work shall be based on the rates and prices submitted by the Contractor under the Invitation to Bid.

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, on the presentation of a proper invoice by the Contractor.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. <u>Notice Format</u>. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or sent by overnight delivery service to the following addresses:

As to the City:	City of Palm Beach Gardens 10500 North Military Trail Palm Beach Gardens, Florida 33410 Attn: City Manager Email: <u>rferris@pbgfl.com</u>
With a copy to:	City of Palm Beach Gardens 10500 North Military Trail Palm Beach Gardens, Florida 33410 Attn: City Attorney Email: <u>mlohman@pbgfl.com</u>
As to the Contractor:	Hinterland Group, Inc. 2051 West Blue Heron Boulevard Riviera Beach, Florida 33404 Attn: Chase Rogers Email: <u>crogers@hinterlandgroup.com</u>

b. <u>Entire Agreement</u>. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.

Page | 2 of 7

- c. <u>Binding Effect</u>. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
- d. <u>Assignability</u>. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.
- e. <u>Severability</u>. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- f. <u>Governing Law and Venue</u>. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
- g. <u>Headings</u>. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- h. <u>Construction</u>. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.
- i. <u>Attorney's Fees and Costs</u>. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.
- j. <u>Equal Opportunity</u>. The City and the Contractor agree that no person shall be discriminated against in the performance of this Agreement on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age.

ARTICLE 5. TERM

The term of this Agreement shall be from April 1, 2021 through March 31, 2026, or until the Contractor has completed all maintenance and/or repair work that was commenced prior to March 31, 2026, and the work has been reviewed, inspected, and accepted by City, inclusive of all warranty periods, whichever is later. Notwithstanding the foregoing, this Agreement may terminated earlier as set forth in Article 6.

ARTICLE 6. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing thirty (30) days' prior written notice to the Contractor. This Agreement may be terminated by the Contractor upon thirty (30) days' prior written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits.

Unless the Contractor is in breach of this Agreement, the City shall pay the Contractor for work performed and accepted through the date of termination in accordance with the terms of this Agreement.

ARTICLE 7. ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the Contractor to submit to an audit by an auditor of the City's choosing. Subject to reasonable advance notice, the Contractor shall provide, at its place of business during regular business hours, access to all of its records that relate directly or indirectly to this Agreement. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for five (5) years following expiration of this Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

ARTICLE 8. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General that is authorized and empowered to review past, present, and proposed City programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on all City agreements.

ARTICLE 9. PUBLIC RECORDS

Pursuant to Chapter 119, *Florida Statutes*, the Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City's custodian of public records, the Contractor shall provide the City with a copy of the requested records or

Page | 4 of 7

allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement. Upon completion of this Agreement, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER: (561) 799-4122, EMAIL ADDRESS: <u>PSNIDER@PBGFL.COM</u>.

ARTICLE 10. SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the Contractor to complete and execute any other forms or documents in relation to this Agreement, the terms, conditions, and requirements in this Agreement shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the Contractor's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this Agreement and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

ARTICLE 11. LICENSES, PERMITS, AND FEES

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work to be performed. Damages, penalties, and/or fines imposed on the City or the Contractor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Contractor.

ARTICLE 12. FORCE MAJEURE

The City and the Contractor are excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strike or other labor dispute, pandemic, natural disaster, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that in extenuating circumstances the City may excuse performance for a longer term. Economic hardship of the Contractor shall not constitute a force majeure. The term of this Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Article.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

CITY OF PALM BEACH GARDENS, FLORIDA

By:

Carl W. Woods, Mayor

ATTEST:

By: Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND **LEGAL SUFFICIENCY** Bv R. Max Loriman, City Attorney

HINTERLAND GROUP, INC.

DocuSigned by: Daniel A. Duke, III A7F03E8F4EB4476 By:

Daniel A. Duke III, President

Shared Documents/AGREEMENTS/2020/Hinterland-Stormwater Infrastructure Maint-ITB2021-127CS Agreement.docx



Town of Lake Park Town Commission

Agenda Request Form

Monting Data:	May 21	2025			
Meeting Date:		May 21, 2025			
Originating Departn					
	Work Au	Authorization - for Stormwater Cured-In-Place Pipe Lining at			
Agenda Title:	Various	ous Locations - Shenandoah General Construction, LLC			
Approved by Town	Manager:		Date:		
			Stormwater – Repairs & Maintenance		
Cost of Item:	\$349,948.78	Funding Source:	- Lines		
	402-538-402-		Lines		
Account Number:	46080	Finance Signature:	Barbara A Gould		
Account Aumoer.	40000	_ I manee Bignature:	Barbara A. Gonia		
Advertised:					
Date:	N/A	Newspaper:			
Attachments:	1. Cost Co	omparison with Project L	isting and Proposals.		
	2. Kesolut	1011 1NO. 17-04-25 (Shena	andoah General Construction, LLC)		

Please initial one:

Yes, I have notified everyoneJMNot applicable in this case

Summary Explanation/Background:

The Public Works Department proactively addresses stormwater pipe and structure deficiencies throughout the Town of Lake Park. Following recent comprehensive inspections in multiple areas, we have identified the locations listed in the attached Cost Comparison and Project Listing as high-priority sites for repair. Based on the conditions observed, cured-in-place pipe (CIPP) lining is recommended as the most effective and efficient method for restoring these assets.

To ensure the lowest possible price, staff is recommending that the Town issue a Work Authorization under the current contract with Hinterland Group, Inc., which was awarded to Hinterland Group through a competitive selection process (RFP-2024-082-OA) for the provision of Stormwater drain cleaning, repairs, and maintenance services (Resolution #17-04-25 – April 16, 2025).

Funding to support this project is available within the FY 2025 Budget (\$349,948.77), including \$318,135.25 for construction with an additional 10% contingency (\$31,813.53) to address any unforeseen site conditions encountered during the excavation and replacement process. This funding is generally provided by the Town's stormwater non-ad valorem assessment revenues.

<u>Note</u>: Utilizing an existing competitively awarded contract will enable the Town to streamline the procurement process, benefit from pre-negotiated, volume-based pricing, and engage a vendor with a proven record of performance and technical expertise. Further, utilizing a previously approved agreement will accelerate project mobilization, support cost control, and ensure compliance with local and state procurement requirements.

If approved, the Town Commission would accept Hinterland Group's approved pricing, including all terms, conditions, and pricing. The Town will not expend more than the amount within the approved budget, as it may be adopted/amended each year for these goods and services over the term of this contract.

If approved, construction and mobilization are expected to begin immediately, with project completion anticipated within six (6) months (Fall/Winter 2025).

The proposed Work Authorization and Proposal has been prepared by Hinterland Group, Inc., the town's construction contractor, and reviewed by the Public Works and Finance Directors.

The Town has previously worked with the proposed contractor, and they have provided a quality product and good customer service.

Recommended Motion:

I move to approve a work authorization for Hinterland Group, Inc. to perform the work outlined in the proposal for cured-in-place pipe lining within the Town.

Cost Comparisons for Cured-in-Place Pipe Lining Projects

FY2024-2025

FY2024-2025			
	H	linterland	Shenandoah
Main 119 @ 304 4th Street	\$	27,495.00	\$ 25,995.00
Main 131 @ 607 Evergreen Drive	\$	11,510.00	\$ 3,612.00
Main 41 @ 306 9th Street	\$	14,320.00	\$ 6,099.00
Main 42 @ 835 Cypress Drive	\$	9,403.00	\$ 8,459.00
Main 277 @ 811 Northern Drive	\$	28,872.00	\$ 16,195.00
Main 176 @ 810 9th Street	\$	14,410.00	\$ 6,199.00
Main 178 @ 907 9th Street	\$	14,050.00	\$ 5,900.50
Main 180 @ 806 9th Street	\$	13,725.00	\$ 10,087.50
Main 182 @ 820 9th Street	\$	12,970.00	\$ 9,511.25
Main 185 @ 861 West Ilex Drive	\$	18,002.00	\$ 14,016.00
Main 193 @ 845 West Jasmine Drive	\$	13,870.00	\$ 5,701.50
Main 196 @ 718 West Jasmine Drive	\$	59 <u>,</u> 415.00	\$ 53,380.00
Main 199 @ 646 West Jasmine Drive	\$	16,715.00	\$ 8,587.00
Main 202 @ 722 West Ilex Drive	\$	14,500.00	\$ 6,398.00
Main 204 @ 704 West Ilex Drive	\$	12,527.00	\$ 9,217.75
Main 211 @ 1406 Flagler Drive	\$	45,455.00	\$ 42,435.00
Main 212 @ 724 Laurel Drive	\$	13,960.00	\$ 5,801.00
Main 214 @ 822 Laurel Drive	\$	32,525.00	\$ 24,507.00
Main 220 @ 904 West Kalmia Drive	\$	11,290.00	\$ 5,502.50
Main 221 @ 1406 Flagler Drive	\$	40,900.00	\$ 38,900.00
Main 222 @ 838 West Kalima Drive	\$	11,470.00	\$ 5,701.50
Main 538 @ 1408 North Killian Drive	\$	11,650.00	\$ 5,929.75
TOTALS	\$	449,034.00	\$ 318,135.25

Cost Comparisons for Excavate and Replace Main Line Projects

FY2024-2025

	F12024-2023	ŀ	linterland	5	ihenandoah
1	Basin 12 - 733 Cypress Drive to 754 Date Palm Drive (Main #24)	\$	86,275.00	\$	111,540.00
2	Basin 12 - 731 to 805 Bayberry Drive (Main #9)	\$	108,450.00	\$	165,450.00
3	Basin 12 - 721 to 717 Bayberry Drive (Main #30)	\$	75,525.00	\$	127,000.00
4	Basin 12 - 717 Bayberry Drive (Main #31)	\$	27,245.00	\$	39,920.00
5	Basin 11 - 344 E. Jasmine Drive to 345 E. Jasmine Drive (Main #522)	\$	35,505.00	\$	41,240.00
6	Basin 19 @ 1307 South Killian Drive (Main #544)	\$	49,850.00	\$	54,290.00
	TOTALS	\$	382,850.00	\$	539,440.00

Curd in Place Pipe Lining Projects (CIPP)

1. Basin 12 main line #119_310 4th Street, 175' of 24" HDPE, structure #12-014-12M to 12-014D.

2. Basin 12 main line #131 607 Evergreen Dr., 16' of 15" HDEP #12-025-01D to structure #12-025D.

- 3. Basin 12 Main Line #41 306 9th St (9th Street & Cypress Dr.) 42' of 15" HDPE Structure 12-047D to 12-048-01D
- 4. Basin 12 Main Line #42 835 Cypress Dr. (9th Street & Cypress Dr.) 47' of 24" HDPE Structure 12-047D to 12-048D
- 5. Basin 13 main line #277_811 Northern Dr. (Poplar Dr & Northern Dr) Structure 13-005D to 13-004M
- 6. Basin 15 main line #176_810 9 Street 43' of 15" RCP Structure 15-019-01D to 15-019D
- 7. Basin 15 main line #178_907 9 Street 39' of 15" RCP Structure 15-019-03D to 15-019-02D
- 8. Basin 15 main line #180_806 9 Street 70' of 18" RCP Structure 15-018D to 15-017D
- 9. Basin 15 main line #182_820 9 Street 65' of 18" RCP Structure 15-017D to 15-016D
- 10. Basin 15_ main line #185_ 861 W. Ilex Dr._ 88' of 24" RCP_ structure 15-013D to 15-014D
- 11. Basin 15 main line #193_ 845 W. Jasmine Dr. 37, of 15" RCP structure 15-011D to 15-044-01D
- 12. Basin 15_ main line #196_718 W. Jasmine Dr. 240' of 36" RCP structure 15-008D to 15-009D
- 13. Basin 15_ main line #199_ 646 W. Jasmine Dr. 66' of 15" RCP structure 15-007M to 15-007-01D
- 14. Basin 15_ main line #202_ 722 W. llex Dr. 44' of 15" RCP structure 15-007-04D to 15-007-04-01D
- 15. Basin 15_ main line #204_ 704 W. Ilex Dr. 63' of 18" RCP structure 15-007-03D to 15-007-03-01D
- 16. Basin 15_ main line #211_ 1406 Flagler Blvd. 295' of 24" RCP Structure 15-004-01D to 15-004M
- 17. Basin 15_ main line #212_ 724 Laurel Dr. 38' of 15" RCP Structure 15-004-01-01D to 15-004-01D
- 18. Basin 15_ main line #214_822 Laurel Dr. 226' of 15" RCP Structure 15-004-02-04D to 15-004-02D
- 19. Basin 15_ main line #220_ 904 W. Kalmia Dr. 35' of 15" RCP Structure 15-004-02-05-04-01D to 15-004-02-05-04D
- 20. Basin 15_ main line #221_ 838 W. Kalmia Dr. 320' of 18" RCP Structure 15-004-02-05-04D to 15-004-02-05-03D
- 21. Basin 15_ main line #222_ 838 W. Kalmia Dr. 37' of 15" RCP Structure 15-004-02-05-03-01D to 15-004-02-05-03D
- 22. Basin 18, main Line #538_ 1408 N. Killian Dr. 39' of 15" RCP structure 18-003-01D to 18-003D



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39341

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 4 th st $mai \sim 119$ 310-157

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post video 175 ft 24 in at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
72 Heavy Clean 24 in	(at \$7.00 Per Ft)	175 Per Ft	\$1,225.00
1 storm Drain Observation	(at \$6.00 Per Ft)	350 Per Ft	\$2,100.00
25 CIPP Liner 24 in	(at \$118.00 Per Ft)	175 Per Ft	\$20,650.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
TED TOTAL:			\$25,995.00

ESTIMATED TOTAL:

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39340

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 607 Evergreen Dr main [3]

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post video 16 ft 15 in. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
70 Heavy Clean 15 in	(at \$5.50 Per Ft)	16 Per Ft	\$88.00
1 storm Drain Observation	(at \$6.00 Per Ft)	32 Per Ft	\$192.00
CIPP Liner	(at \$82.00 Per Ft)	16 Per Ft	\$1,312.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:			\$3,612.00

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39343

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 9 Th St man ~ 4/

306

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 41 ft 15 in at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
70 Heavy Clean 15 in	(at \$5.50 Per Ft)	41 Per Ft	\$225.50
1 storm Drain Observation	(at \$6.00 Per Ft)	82 Per Ft	\$492.00
21 CIPP Liner 15 in	(at \$82.00 Per Ft)	41 Per Ft	\$3,362.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
			\$6,099.50

ESTIMATED TOTAL:

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39342

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 **ATTENTION:** John Wylie

(772) 202-3260

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 835 Cypress Dr Main 42

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 47 ft 24 in. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
72 Heavy clean 24 in	(at \$7.00 Per Ft)	47 Per Ft	\$329.00
1 storm Drain Observation	(at \$6.00 Per Ft)	94 Per Ft	\$564.00
25 CIPP Liner 24 in	(at \$118.00 Per Ft)	47 Per Ft	\$5,546.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:			\$8,459.00

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39344

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: Northern Dr

Dr Main 277

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 81 ft 30 in. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
73 Heavy Clean 30 in	(at \$9.00 Per Ft)	81 Per Ft	\$729.00
1 storm Drain Observation	(at \$6.00 Per Ft)	162 Per Ft	\$972.00
27 CIPP Liner 30 in	(at \$154.00 Per Ft)	81 Per Ft	\$12,474.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:			\$16,195.00

ฐแ

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39345

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 810 9Th ST May 176

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 42 ft 15 in at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
70 Heavy Clean 15 in	(at \$5.50 Per Ft)	42 Per Ft	\$231.00
1 storm Drain Observation	(at \$6.00 Per Ft)	84 Per Ft	\$504.00
21 CIPP Liner 15 in	(at \$82.00 Per Ft)	42 Per Ft	\$3,444.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:			\$6,199.00

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39346

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 907 9Th St mein178

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 39 ft 15 in at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
70 Heavy Clean 15 in	(at \$5.50 Per Ft)	39 Per Ft	\$214.50
1 storm Drain Observation	(at \$6.00 Per Ft)	78 Per Ft	\$468.00
21 CIPP Liner 15 in	(at \$82.00 Per Ft)	39 Per Ft	\$3,198.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:			\$5,900.50

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforescen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39347

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 806 9Th St main [80

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 70 ft 18 in. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
71 Heavy Clean 18 in	(at \$6.25 Per Ft)	70 Per Ft	\$437.50
1 storm Drain Observation	(at \$6.00 Per Ft)	140 Per Ft	\$840.00
23 CIPP 18 in	(at \$97.00 Per Ft)	70 Per Ft	\$6,790.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:			\$10,087.50

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39349

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 820 9Th St $Ma_1 \sim 182$

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, post Video 65 ft 18in. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
71 Heavy Clean 18 in	(at \$6.25 Per Ft)	65 Per Ft	\$406.25
1 storm Drain Observation	(at \$6.00 Per Ft)	130 Per Ft	\$780.00
23 CIPP 18 in	(at \$97.00 Per Ft)	65 Per Ft	\$6,305.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:			\$9,511.25

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39350

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

1888 NW 22nd Street (772) 202-3260

> PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 861 W Ilex Dr Main 185

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, post Video 88 ft 24in. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
1 storm Drain Observation	(at \$6.00 Per Ft)	166 Per Ft	\$996.00
72 Heavy Clean 24 in	(at \$7.00 Per Ft)	88 Per Ft	\$616.00
25 CIPP 24 in	(at \$118.00 Per Ft)	88 Per Ft	\$10,384.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:			\$14,016.00

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39351

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 845 W Jasmine Dr Mara 193

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 37 ft 15 in at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Per Ft)	1 Per Ft	\$500.00
70 Heavy Clean 15 in	(at \$5.50 Per Ft)	37 Per Ft	\$203.50
1 storm Drain Observation	(at \$6.00 Per Ft)	74 Per Ft	\$444.00
21 CIPP Liner 15in	(at \$82.00 Per Ft)	37 Per Ft	\$3,034.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:			\$5,701.50

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39353

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 **ATTENTION:** John Wylie

(772) 202-3260

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 718 W Jasmine Dr Main 196

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 240 ft 36 in. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
74 Heavy Clean 36 in	(at \$10.75 Per Ft)	240 Per Ft	\$2,580.00
1 storm Drain Observation	(at \$6.00 Per Ft)	480 Per Ft	\$2,880.00
29 CIPP Liner 36 in	(at \$191.25 Per Ft)	240 Per Ft	\$45,900.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:			\$53,380.00

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39354

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 646 W Jasmine main 199

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 66 ft 15in. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
70 Heavy Clean 15 in	(at \$5.50 Per Ft)	66 Per Ft	\$363.00
1 storm Drain Observation	(at \$6.00 Per Ft)	132 Per Ft	\$792.00
21 CIPP Liner 15 in	(at \$82.00 Per Ft)	66 Per Ft	\$5,412.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:			\$8,587.00

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39355

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 722 W Ilex Dr Mar ~ 202

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 44 ft 15 in. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
70 Heavy Clean 15 in	(at \$5.50 Per Ft)	44 Per Ft	\$242.00
1 storm Drain Observation	(at \$6.00 Per Ft)	88 Per Ft	\$528.00
21 CIPP Liner 15 in	(at \$82.00 Per Ft)	44 Per Ft	\$3,608.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:			\$6,398.00

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39356

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 704 W Ilex Dr Main 204

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 63 ft 18 in. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation
1 storm Drain Observation
71 Heavy Clean 18 in
23 CIPP 18 in
96 Construction Foreman
98 Laborer

1 Lump Sum	\$500.00
126 Per Ft	\$693.00
63 Per Ft	\$393.75
63 Per Ft	\$6,111.00
8 hour(s)	\$560.00
24 hour(s)	\$960.00
	\$9,217.75
	126 Per Ft 63 Per Ft 63 Per Ft 8 hour(s)

ESTIMATED TOTAL:

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.

IENANDOAH Pipe Inspection & Restoration Specialist 1888 NW 22nd Street

Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39357

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 **ATTENTION:** John Wylie

(772) 202-3260

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 1406 Flagler Blvd main 🗱 211

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video295 ft 24 in. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
1 storm Drain Observation	(at \$6.00 Per Ft)	590 Per Ft	\$3,540.00
72 Heavy Clean 24 in	(at \$7.00 Per Ft)	295 Per Ft	\$2,065.00
25 CIPP Liner 24 in	(at \$118.00 Per Ft)	295 Per Ft	\$34,810.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:			\$42,435.00

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39358

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 724 Laurel Dr Main 212

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 38 ft 15 in. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
1 storm Drain Observation	(at \$6.00 Per Ft)	76 Per Ft	\$456.00
70 Heavy Clean 15 in	(at \$5.50 Per Ft)	38 Per Ft	\$209.00
21 CIPP Liner 15 in	(at \$82.00 Per Ft)	38 Per Ft	\$3,116.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
TED TOTAL:			\$5,801.00

ESTIMATED TOTAL:

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39359

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 822 Laurel Dr Mars 214

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 226 ft 15 in. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Per Ft)	1 Per Ft	\$500.00
1 storm Drain Observation	(at \$6.00 Per Ft)	452 Per Ft	\$2,712.00
70 Heavy Clean 15 in	(at \$5.50 Per Ft)	226 Per Ft	\$1,243.00
21 CIPP Liner 15 in	(at \$82.00 Per Ft)	226 Per Ft	\$18,532.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:			\$24,507.00

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39362

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 904 W Kalmia Dr main 220

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 35 ft 15 in. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
1 storm Drain Observation	(at \$6.00 Per Ft)	70 Per Ft	\$420.00
70 Heavy Clean 15 in	(at \$5.50 Per Ft)	35 Per Ft	\$192.50
21 CIPP Liner 15 in	(at \$82.00 Per Ft)	35 Per Ft	\$2,870.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
TED TOTAL:			\$5,502.50

ESTIMATED TOTAL:

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.

IENANDOAL Pipe Inspection & Restoration Specialist 1888 NW 22nd Street

Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39365

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 **ATTENTION:** John Wylie

(772) 202-3260

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 838 W Kalmia Dr Mar 221

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 320 ft 18 in. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
1 storm Drain Observation	(at \$6.00 Per Ft)	640 Per Ft	\$3,840.00
71 Heavy clean 18 in	(at \$6.25 Per Ft)	320 Per Ft	\$2,000.00
23 CIPP 18 in	(at \$97.00 Per Ft)	320 Per Ft	\$31,040.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:	•		\$38,900.00

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39364

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 838 W Kalmia Dr Main 222

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 37 ft 15 in. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
1 storm Drain Observation	(at \$6.00 Per Ft)	74 Per Ft	\$444.00
70 Heavy Clean 15 in	(at \$5.50 Per Ft)	37 Per Ft	\$203.50
21 CIPP Liner 15 in	(at \$82.00 Per Ft)	37 Per Ft	\$3,034.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:			\$5,701.50

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



Pompano Beach, FL, 33069 shenandoahus.com

PROPOSAL: P39367

DATE: April 09, 2025 SUBMITTED TO: Lake Park, Town of STREET: 650 Old Dixie Hwy CITY, STATE & ZIP: Lake Park, FL 33403 ATTENTION: John Wylie

PHONE: (561) 881-3347 EMAIL: jwylie@lakeparkflorida.gov JOB NAME: 1408 N Killian Dr main 538

We propose to furnish a crew and all necessary equipment to Clean, Pre-Video, CIPP Liner, Post Video 39 ft 15 in at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

126 Mobilzation	(at \$500.00 Lump Sum)	1 Lump Sum	\$500.00
1 storm Drain Observation	(at \$6.00 Per Ft)	78 Per Ft	\$468.00
70 Heavy Clean 15 in	(at \$6.25 Per Ft)	39 Per Ft	\$243.75
21 CIPP Liner 15 in	(at \$82.00 Per Ft)	39 Per Ft	\$3,198.00
96 Construction Foreman	(at \$70.00 Per Hour)	8 hour(s)	\$560.00
98 Laborer	(at \$40.00 Per Hour)	24 hour(s)	\$960.00
ESTIMATED TOTAL:			\$5,929.75

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

NOTE: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

PAYMENT: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

MATERIALS AND WORKMANSHIP: All materials will meet the specified standards, and all work will be done professionally according to industry practices.

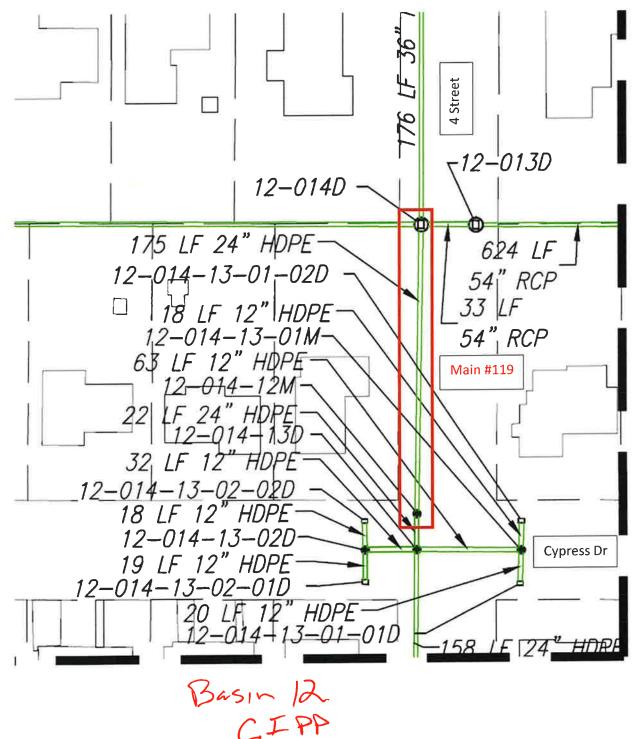
ESTIMATE AND CONDITIONS: The price is based on current conditions and may change if there are unforeseen issues that could not be seen during Shenandoah's field visit or scope changes. The estimate is for guidance only; final costs depend on actual work and conditions. Shenandoah General Construction, LLC may adjust the estimate, as necessary.

EXCLUSIONS: Engineering, permits, testing, and bonds are not included in the pricing unless specifically noted.

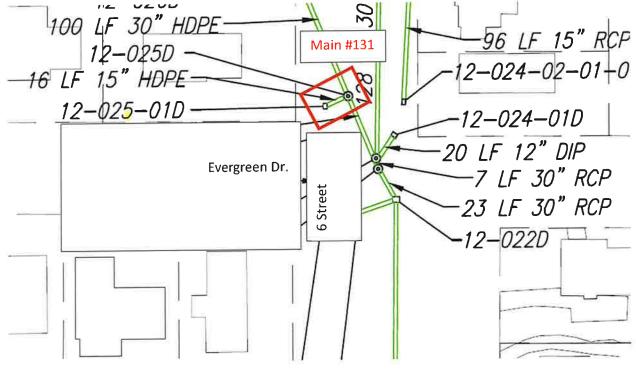
INSURANCE: The owner is responsible for carrying necessary insurance, such as fire and tornado. Our workers are fully insured under Workman's Compensation.

WAIVER OF CLAIMS: Both parties waive all tort claims against each other and limit any claims to breach of contract only.

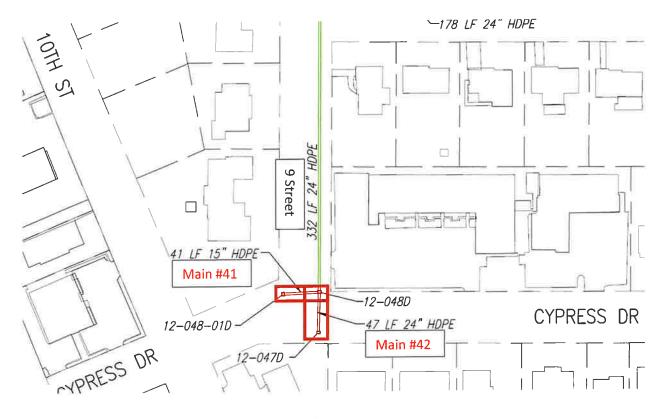
SURCHARGES AND FEES: An Environmental Surcharge of \$30 will be added to all invoices to cover proper waste disposal and environmental compliance. Fuel surcharges are as follows: CCTV Truck \$60/day, Vac Truck \$90/day, Combo Vac & CCTV Truck \$120/day, and Vac & Support Truck \$90/day.



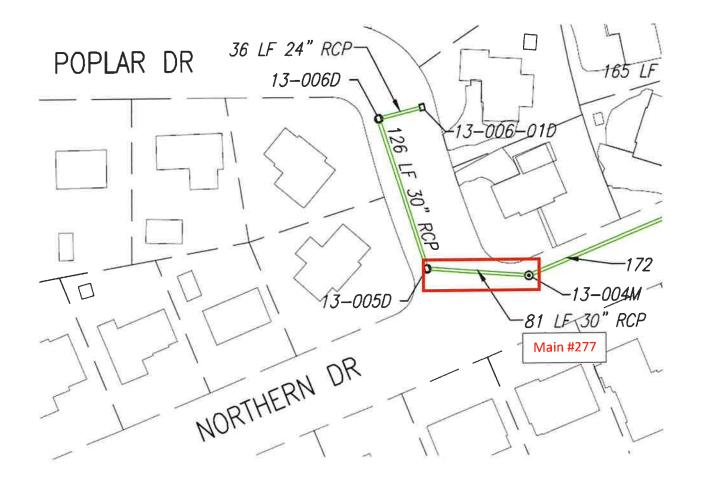
2



Basin 12 CIPP 3+4

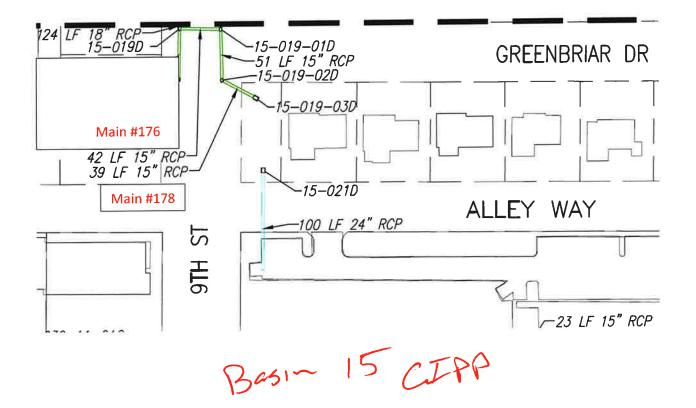


Basin 12 CIPA

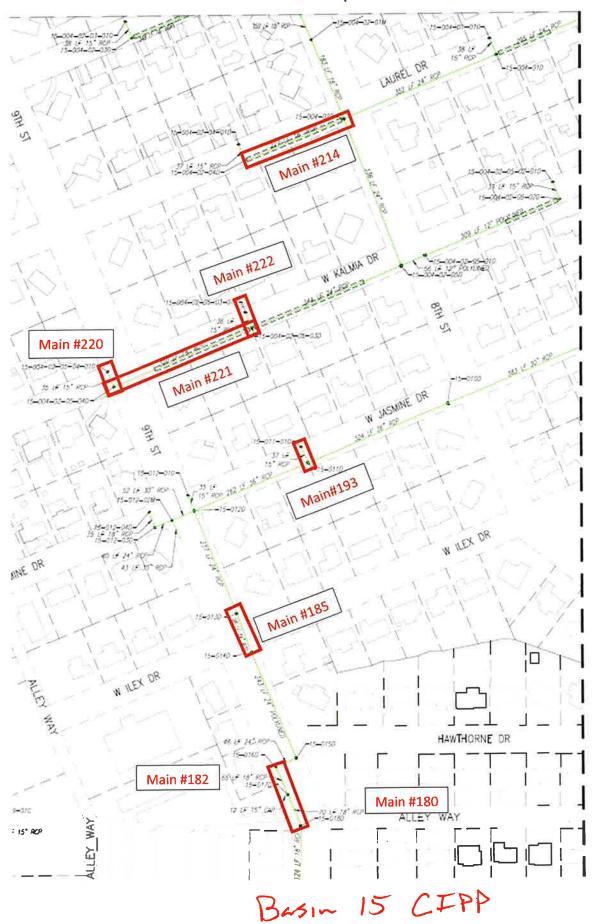


Basin 13 CIPP

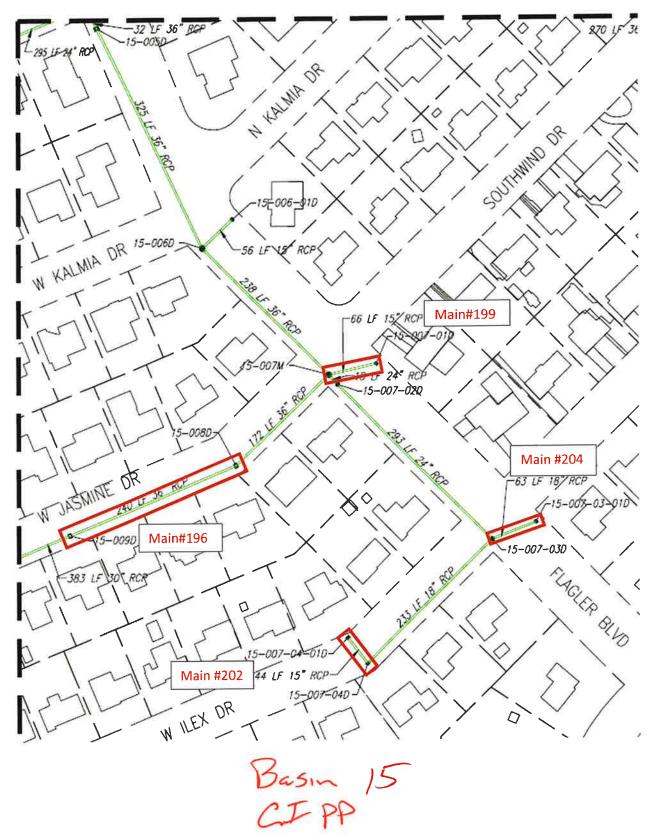


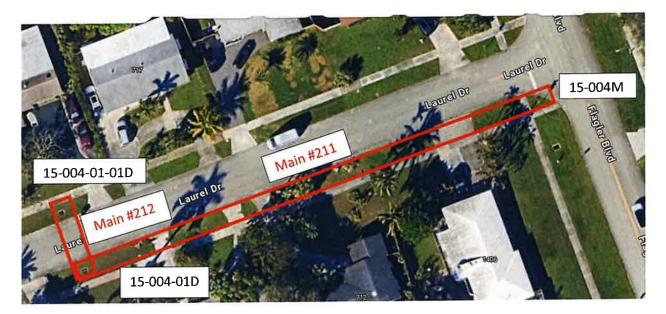


8+9+10+11+18+19+20+21+



12+13+14+15





Busin 15 CIPP

- 36" RCP 12" CAP 37 LF -18-004D 18-002M-119"LF O 39"LF 189"LF 39 LF 15" RCP 18-005 442-LF 30 RCP (Ì " RCP 394 LF 30" RCP -39 LF 15" RCP N KILLIAN DR 41 LF 12" CAP-Main #538 3-02D 3-002-01M -77 LF 12" CAP X 18-003-010

Basin 18 CIPA



Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

PROPOSAL # 23-0096-20



Town of Lake Park - 310 4th Street Main 119

Item	Description	Qty	Unit	Unit Price	Extended Price
	10				
1a.	TV Survey Pre/Post	175	LF	S 15.00	\$2,625.00
4a	Medium Cleaning, 16"-29"	175	LF	S 4.00	\$700.00
12	24" Cured In Place Pipe, 10.5mm	175	LF	S 115.00	\$20,125.00
50	Disposal of Materials	7	CY	S 235.00	\$1,645.00
51	Mobilization	0	LS	\$ 9,600.00	\$2,400.00

Grand Total: \$27

\$27,495.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:



Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

Town of Lake Park - 607 Evergreen Drive Main 131

Item	Description	Qty	Unit	Unit Price	Extended Price
	TV Survey Pre/Post	16	LF	\$ 15.00	\$240.00
4a	Medium Cleaning, 16"-29"	16	LF	S 4.00	\$64.00
12	15" Cured In Place Pipe, 7.5mm	16	LF	S 71.00	\$1,136.00
50	Disposal of Materials	2	CY	S 235.00	\$470.00
51	Mobilization	1.00	LS	\$ 9,600.00	\$9,600.00

Grand Total: \$

PROPOSAL # 23-0096-21

4/17/2025

\$11,510.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:



Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

PROPOSAL # 23-0096-22



Town	of Lake Park - 306 9th St Main 41				
Item	Description	Qty	Unit	Unit Price	Extended Price
1a. 4a 12 50 51	TV Survey Pre/Post Medium Cleaning, 16"-29" 15" Cured In Place Pipe, 7.5mm Disposal of Materials Mobilization	42 42 42 4 1.00	LF LF LF CY LS	\$ 15.00 \$ 4.00 \$ 71.00 \$ 235.00 \$ 9,600.00	\$630.00 \$168.00 \$2,982.00 \$940.00 \$9,600.00

Grand Total:

\$14,320.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:



Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

Town of Lake Park - 835 Cypress Drive Main 42

Item Description	Qty	Unit	Unit Price	Extended Price
 TV Survey Pre/Post Medium Cleaning, 16"-29" 24" Cured In Place Pipe, 10.5mm Disposal of Materials Mobilization 	47	LF	S 15.00	\$705.00
	47	LF	S 4.00	\$188.00
	47	LF	S 115.00	\$5,405.00
	3	CY	S 235.00	\$705.00
	0.25	LS	S 9,600.00	\$2,400.00

Grand Total: \$9,403

PROPOSAL # 23-0096-23

4/17/2025

\$9,403.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:_____



PROPOSAL # 23-0096-24



Town of Lake Pake Attn: John Wylie

own	of Lake Park - 811 Northern	Main	277				
tem	Descrip	tion	KOT .	Qty	Unit	Unit Price	Extended Price
1a.	TV Survey Pre/Post			81	LF	S 15.00	\$1,215.00
4b	Medium Cleaning, 30"-42"			81	LF	S 5.00	\$405.00
16	30" Cured In Place Pipe, 13.5mm			81	LF	S 157.00	\$12,717.00
50	Disposal of Materials			21	CY	S 235.00	\$4,935.00
51	Mobilization			1	LS	\$ 9,600.00	\$9,600.00

Grand Total:

\$28,872.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:



Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

PROPOSAL # 23-0096-25



Town of Lake Park - 810 9th Street Man ~ 176 Item Description

Grand Total:

Qty Unit Unit Price

\$14,410.00

Extended Price

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:_____



Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

PROPOSAL # 23-0096-26



Town of Lake Park - 907 9th Street Main 178

Item	Description	Qty	Unit	0	nit Price	Extended Thee
1a.	TV Survey Pre/Post	39	LF	S	15.00	\$585.00
4a	Medium Cleaning, 16"-29"	39	LF	S	4.00	\$156.00
12	15" Cured In Place Pipe, 7.5mm	39	LF	S	71.00	\$2,769.00
50	Disposal of Materials	4	CY	S	235.00	\$940.00
51	Mobilization	1.00	LS	S	9,600.00	\$9,600.00

Grand Total:

\$14,050.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:

123

PROPOSAL # 23-0096-27



V*D GRO*L Hinterland Group Inc.

2051 West Blue Heron Blvd Riviera Beach, FL 33404 Info@HinterlandGroup.com

Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

Town of Lake Park - 806 9th Street Main 180

Item	Description	Qty	Unit	Unit Price	Extended Price
1a.	TV Survey Pre/Post	70	LF	S 15.00	\$1,050.00
4a	Medium Cleaning, 16"-29"	70	LF	S 4.00	\$280.00
8	18" Cured In Place Pipe, 9mm	70	LF	S 85.00	\$5,950.00
50	Disposal of Materials	7	CY	S 235.00	\$1,645.00
51	Mobilization	0.50	LS	S 9,600.00	\$4,800.00

Grand Total:

\$13,725.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:





Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

Town	of Lake Park - 820 9th Street Man ~ 182				
Item	Description	Qty	Unit	Unit Price	Extended Price
1a. 4a 8 50 51	TV Survey Pre/Post Medium Cleaning, 16"-29" 18" Cured In Place Pipe, 9mm Disposal of Materials Mobilization	65 65 65 6 0.50	LF LF LF CY LS	\$ 15.00 \$ 4.00 \$ 85.00 \$ 235.00 \$ 9,600.00	\$975.00 \$260.00 \$5,525.00 \$1,410.00 \$4,800.00

Grand Total:

PROPOSAL # 23-0096-28

4/17/2025

\$12,970.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:



Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

PROPOSAL # 23-0096-29



Town of Lake Park - 861 W Ilex Dr Main 185 **Extended** Price Unit Unit Price Description Qty Item \$1,320.00 88 LF S 15.00 TV Survey Pre/Post 1a. Medium Cleaning, 16"-29" 88 LF S 4.00 \$352.00 4a 88 LF S 115.00 \$10,120.00 12 24" Cured In Place Pipe, 10.5mm CY S 235.00 \$1,410.00 6 50 Disposal of Materials \$4,800.00 0.50 LS S 9,600.00 51 Mobilization

Grand Total:

\$18,002.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:

PROPOSAL # 23-0096-30



HINTERLAND GROUP INC.

Hinterland Group Inc. 2051 West Blue Heron Blvd Riviera Beach, FL 33404 Info@HinterlandGroup.com

Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

Town of Lake Park - 845 W Jasmine Dr Main 193

Item	Description	Qty	Unit	Unit Price	Extended Price
1a. 4a 12 50 51	TV Survey Pre/Post Medium Cleaning, 16"-29" 15" Cured In Place Pipe, 7.5mm Disposal of Materials Mobilization	37 37 37 4 1.00	LF LF CY LS	S 15.00 S 4.00 S 71.00 S 235.00 S 9,600.00	\$555.00 \$148.00 \$2,627.00 \$940.00 \$9,600.00

Grand Total:

\$13,870.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:



Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

Town of Lake Park - 718 W Jasmine Drive Main 196

Item Description Qty Unit Unit Price Ex	tended Price
1a. TV Survey Pre/Post 240 LF S 15.00 4b Medium Cleaning, 30"-42" 240 LF S 5.00 18 36" Cured In Place Pipe, 15mm 240 LF S 167.00 50 50 Disposal of Materials 21 CY S 235.00	\$3,600.00 \$1,200.00 \$40,080.00 \$4,935.00 \$9,600.00

Grand Total:

\$59,415.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:

Date:

4/17/2025

PROPOSAL # 23-0096-31



Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

PROPOSAL # 23-0096-32



Town	of Lake Park - 646 W Jasmine Main 199				
Item	Description	Qty	Unit	Unit Price	Extended Price
1a.	TV Survey Pre/Post	66	LF	\$ 15.00	\$990.00
4a	Medium Cleaning, 16"-29"	66	LF	S 4.00	\$264.00
12	15" Cured In Place Pipe, 7.5mm	66	LF	S 71.00	\$4,686.00
50	Disposal of Materials	5	CY	S 235.00	S1,175.00
51	Mobilization	1.00	LS	\$ 9,600.00	\$9,600.00

111

Grand Total:

\$16,715.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:



Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

PROPOSAL # 23-0096-33



Town of Lake Park - 722 W Ilex Dr Main 202

Item	Description	Qty	Unit	Un	ut Price	Extended Price
1a.	TV Survey Pre/Post	44	\mathbf{LF}	S	15.00	\$660.00
4a	Medium Cleaning, 16"-29"	44	LF	S	4.00	\$176.00
	15" Cured In Place Pipe, 7.5mm	44	LF	S	71.00	\$3,124.00
50	Disposal of Materials	4	CY	S	235.00	\$940.00
51	Mobilization	1.00	LS	S S	9,600.00	\$9,600.00

Grand Total:

\$14,500.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and ty due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:



Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

Town of Lake Park - 704 W Ilex Street Main 204

Item	Description	 Qty	Unit	Uı	nit Price	Extended Price	
1a.	TV Survey Pre/Post	63	LF	S	15.00	\$945.00	
4a	Medium Cleaning, 16"-29"	63	LF	S	4.00	\$252.00	
8	18" Cured In Place Pipe, 9mm	63	LF	S	85.00	\$5,355.00	
50	Disposal of Materials	5	CY	S	235.00	\$1,175.00	
51	Mobilization	0.50	LS	S	9,600.00	\$4,800.00	

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforescen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:_____

Date:

\$12,527.00

Grand Total:

PROPOSAL # 23-0096-34

4/17/2025



Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

Town of Lake Park - 1406 Flagler Blvd Maim 211

It	em	Description	Qty	Unit	U	nit Price	Extended Frice
1	la.	TV Survey Pre/Post	295	LF	S	15.00	\$4,425.00
		Medium Cleaning, 16"-29"	295	LF	S	4.00	S1,180.00
		24" Cured In Place Pipe, 10.5mm	295	LF	S	115.00	\$33,925.00
	50	Disposal of Materials	15	CY	S	235.00	\$3,525.00
	51	Mobilization	0.25	LS	S	9,600.00	\$2,400.00

Grand Total:

PROPOSAL # 23-0096-35

4/17/2025

\$45,455.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:

Date:

16



PROPOSAL # 23-0096-36



\$13,960.00

Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

own of Lake Park - 72 tem	4 Laurel Drive Main 3 Description	Qty	Unit	Unit Price	Extended Price
 TV Survey Pre/Pe Medium Cleaning, 15" Cured In Plac Disposal of Mater Mobilization 	16"-29" e Pipe, 7.5mm	38 38 38 4 1.00	LF LF CY LS	\$ 15.00 \$ 4.00 \$ 71.00 \$ 235.00 \$ 9,600.00	\$570.00 \$152.00 \$2,698.00 \$940.00 \$9,600.00

Evolution	£ 0	
Exclusions	from Scope:	

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforescen conditions can affect the amount of time to complete the work, therefore

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:

Date:

Grand Total:



14

PROPOSAL # 23-0096-37



\$32,525.00

Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

Town of Lake Park - 822 Laurel Drive Main 214

Item	Description	Qty	Unit	Unit Price	Extended Price
12	TV Survey Pre/Post	226	LF	\$ 15.00	\$3,390.00
	Medium Cleaning, 16"-29"	226	LF	\$ 4.00	\$904.00
	15" Cured In Place Pipe, 7.5mm	226	LF	\$ 71.00	\$16,046.00
	Disposal of Materials	11	CY	\$ 235.00	\$2,585.00
	Mobilization	1.00	LS	\$ 9,600.00	\$9,600.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:

Date:

Grand Total:



Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

Town of Lake Park - 904 W Kalmia Main 220

Item	Description	Qty	Unit	Unit Price	Extended Price
1a.	TV Survey Pre/Post	35	LF	\$ 15.00	\$525.00
4a	Medium Cleaning, 16"-29"	35	LF	\$ 4.00	\$140.00
12	15" Cured In Place Pipe, 7.5mm	35	LF	\$ 71.00	\$2,485.00
50	Disposal of Materials	4	CY	\$ 235.00	\$940.00
51	Mobilization	0.75	LS	\$ 9,600.00	\$7,200.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:

Date:

Grand Total:

PROPOSAL # 23-0096-38



\$11,290.00



PROPOSAL # 23-0096-39



ND GRO Hinterland Group Inc.

2051 West Blue Heron Blvd Riviera Beach, FL 33404 Info@HinterlandGroup.com

Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

221 Town of Lake Park - 838 W Kalmia Dr Man

Item	Description	Quy	Onn	Omernee	
H					
1a.	TV Survey Pre/Post	320	LF	S 15.00	\$4,800.00
4a	Medium Cleaning, 16"-29"	320	LF	S 4.00	\$1,280.00
8	18" Cured In Place Pipe, 9mm	320	LF	\$ 85.00	\$27,200.00
50	Disposal of Materials	12	CY	S 235.00	\$2,820.00
51	Mobilization	0.50	LS	\$ 9,600.00	\$4,800.00

Grand Total:

IImit Dain

\$40,900.00

Extended Pric

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:





Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

Town of Lake Park - 838 W Kalmia Main 222

Item	Extended Price
1a.	\$555.00
4a	\$148.00
12	\$2,627.00
50	\$940.00
51	\$7,200.00
4a	\$148.00
12	\$2,627.0
50	\$940.00

Grand Total:

PROPOSAL # 23-0096-40

4/17/2025

\$11,470.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch F'orrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:



Town of Lake Park Attn: John Wylie 640 Old Dixie Hwy Lake Park, FL 33403 jwylie@lakeparkflorida.gov

Town of Lake Park - 1408 N Killian Drive Main 538

Item	Description	Qty	Unit	Ur	nt Price	Extended Price
	TV Survey Pre/Post Medium Cleaning, 16"-29" 15" Cured In Place Pipe, 7.5mm Disposal of Materials Mobilization	39 39 39 4 0.75	LF LF LF CY LS	S S S S	15.00 4.00 71.00 235.00 9,600.00	\$585.00 \$156.00 \$2,769.00 \$940.00 \$7,200.00

Grand Total:

\$11,650.00

Exclusions from Scope:

1. Permitting and Bonding

2. Any major MOT required (road closures, lane closures, detours, etc.)

3. Sizes shown on plans are assumed to be correct

4. This quote does not provide any bypass or manhole lining

5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.

6. Any other work not specifically listed in inclusions above

7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By: Butch Forrester bforrester@hinterlandgroup.com Office: (561) 640-3503 Mobile: (813) 296-4151

Accepted By:

Date:



PROPOSAL # 23-0096-41

RESOLUTION 17-04-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR STORM DRAIN CLEANING, REPAIRS, AND MAINTENANCE SERVICES WITH SHENANDOAH GENERAL CONSTRUCTION, LLC, AND PROVIDING FOR AN EFFECTIVE.

WHEREAS, the Town of Lake Park (Town) requires a contractor to perform Storm Drain Cleaning, Repairs, and Maintenance Services; and

WHEREAS, Broward College (College) solicited competitive bids pursuant to RFP-2024-082-OA for services associated with Storm Drain Cleaning, Repairs, and Maintenance Services; and

WHEREAS, pursuant to this competitive bidding process, the College awarded a bid for Storm Drain Cleaning, Repairs, and Maintenance Services to Shenandoah, General Construction, LLC (Contractor); and

WHEREAS, the College entered into an agreement with the Contractors; and

WHEREAS, the College's Agreement allows other governmental entities to cooperatively purchase services from the Contractors based upon the same terms, services, and pricing as provided for in Broward College Agreement; and

WHEREAS, the Town has reviewed the scope of services outlined in the agreement that the College executed with the Contractors and determined that the services and pricing offered meet the Town's requirements for Storm Drain Cleaning, Repairs, and Maintenance Services; and

WHEREAS, the Town has determined that it would be appropriate to take advantage of the cooperative purchasing provision contained in the College's Agreement in accordance with Florida Statutes and the Town's procurement regulations; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to enter into an agreement with the Contractors pursuant to the same terms, conditions, and pricing as contained in the College's 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 necessary documents to effectuate the agreement attached hereto and incorporated herein as Exhibit "A".

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

#5799702 v1 26508-00001

The foregoing Resolution was offered by <u>Commissioner O'Row Ke</u>, who moved its adoption. The motion was seconded by <u>Commissioner Thomas</u> 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	1	

The Town Commission thereupon declared the foregoing Resolution 12-04-35 duly passed and adopted this 16 day of April , 2025.

TOWN OF LAKE PARK, FLORIDA

BY: MICHAUD D. MAYOR

ATTEST:

VIVIAN MENDEZ TOWN CLERK WN SEAL) SEAL FLORIT

Approved as to form and legal sufficiency:

IRD THOMAS J. B. TOWN ATTORNEY

Agreement

This Agreement for Storm Drain Cleaning, Repairs, and Maintenance Services ("Agreement") is made and entered into this <u>16</u> day of <u>Apr.</u>, <u>2024</u>, by and between the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 (the "Town"), and Shenandoah Geneal Construction, LLC. a corporation, with offices located at 1888 NW. 22nd Street, Pompano Beach, Florida, 33069 (the "Contractor").

RECITALS

WHEREAS, the Town is responsible for ensuring the proper maintenance and improvement of roadways within its jurisdiction; and

WHEREAS, Broward College (the College), through a competitive bidding process, solicited bids from qualified contractors for Storm Drain Cleaning, Repairs, and Maintenance Services (the Services) pursuant to a Request for Proposals RFP-2024-082-OA; and

WHEREAS, the College awarded a bid for Storm Drain Cleaning, Repairs, and Maintenance Services to Shenandoah Geneal Construction, LLC.; and

WHEREAS, as part of its bid, the Contractor agreed to offer the Services to other governmental entities at same terms, pricing, and conditions; and

WHEREAS, the College agreement with the Contractor permits the Contractor to provide the Services to other governmental entities pursuant to cooperative purchasing, commonly known as piggybacking; and

WHEREAS, the Town has determined that it is in the best interest of the Town to enter into an agreement with the Contractor for the Services based upon the same conditions, pricing, and terms.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Contractor agree as follows:

- 1. The recitals are true and correct and are incorporated herein.
- 2. Scope of Services.
 - a. The Contractor agrees to provide the Town the Services which are contained in its agreement with the College, including Storm Drain Cleaning, Repairs, and Maintenance Services. A copy of the College's agreement with the Contractor is attached hereto and incorporated herein as Exhibit A.
- 3. Term.
 - a. The term of this Agreement shall begin upon execution by both parties. It shall continue for the same duration as the Broward College Agreement, from the beginning of December 03, 2024, through December 03, 2027, including any

extensions or renewals, unless terminated earlier in accordance with the provisions herein.

- 4. Compensation.
 - a. The Town agrees to pay the Contractor according to the pricing structure established in the Contractor's agreement with the College. Payments by the Town shall be made upon receipt of proper invoices submitted by the Contractor and are subject to Town approval.
- 5. Compliance with Laws.
 - a. The Contractor shall comply with all applicable federal, state, and town laws when performing the Services.
- 6. Records Retention/Ownership/Audit.
 - a. The Contractor shall comply with public records laws Chapter 119, Florida Statutes specifically to Keep and maintain public records that ordinarily and necessarily would be required by the Town to perform the service; Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the price provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the Town in a format compatible with the Town's information technology systems.
 - b. The Town has not performed a pre-audit of the Contractor's or Sub-Contractor's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Contractor shall permit the Town or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit the Contractor's and any Sub-Contractor's financial and accounting records, by generally accepted governmental auditing standards, within one (1) year after completion of this Agreement. The Town or its designated agent may perform this audit.
 - c. All documents, including, but not limited to, technical reports, research notes, scientific data, and computer programs in draft and final form, including the source code and object code, which are developed by the Contractor in connection with this Agreement, may be utilized by the Town in its ordinary course of business. Town use may include, but shall not be limited to, reproduction, distribution, and preparation of derivative works. The Town shall not hold the Contractor responsible if documents are used for other purposes than intended.

7. Public Records.

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the work and services to be provided pursuant to this Agreement and following completion of this Agreement.
- d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or its Sub-Contractors related to the Project or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the work and services for the Project, the Contractor shall destroy any duplicate public records that are exempt from public records disclosure. If the Contractor shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Contractor acknowledges that it is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.
- 8. Insurance and Indemnification.
 - a. The Contractor shall maintain insurance coverage as required under the County's Agreement and provide proof of such coverage to the Town before commencing any work. Additionally, the Contractor agrees to indemnify and hold harmless the Town, its elected and appointed officials, officers, agents, and employees from any claims arising from the performance of services under this Agreement.
- 9. Termination.
 - a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of

termination, the Contractor shall be paid for all work performed up to the termination date.

- 10. Governing Law and Venue.
 - a. This Agreement is governed by the laws of the State of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal court of Palm Beach County, Florida.
- 11. Entire Agreement.
 - a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this AGREEMENT on the date first written above.

ATTEST: TOWN OF AKE PARK
BY: Number LAKE P By: Mulas Vivian Mendez, Town Clerk Roger Modaud, Mayor
SEAL APPROVED AS TO FORM AND LEGAL SUFFICIENCY
Thomas J. Baird, Town Atturney
State of Florida County of Palm Beach
The foregoing instrument has been acknowledged before me this 16 day of April 2024, 2025 by Roger Michaud, Mayo Other Town of Lake Bener, who MY COMMISSION # HH 606170 EXPIRES: February 24, 2029 Notary Public, State of Florida
CONTRACTOR
Shenandoah General Contractor, LLC.
By:
Its: CEO
Anthony Guglielmi
#5844061 v1 26508-00001

4



Town of Lake Park Town Commission

Agenda Request Form

Mathematic	Mara 21	2025	
Meeting Date:	May 21,	May 21, 2025	
Originating Departn	nent: Public W	ent: Public Works	
Agenda Title:	Resolutio Local Ro	on **-25 – Town of Lake Park Traffic Calming Policy for badways	
Approved by Town Manager: Date:			
Cost of Item:	\$0.00	Funding Source:	
		Finance	
Account Number:		Signature:	
Advertised:			
Date:		Newspaper:	
Attachments:	Resolution		
	TLP-Traffic Ca	P-Traffic Calming Policy	
Please initial one:			
	Yes, I have noti	fied everyone.	

Not applicable in this case

Summary Explanation/Background:

Recently, the Town has been requested by various residents to consider implementing traffic calming on Town roadways. However, the Town does not have an established process and/or policy for implementation and funding for requested traffic calming measures on local roadways.

As a result, the Town's Public Works Director has developed a proposed Traffic Calming Policy utilizing various policies that have been implemented successfully within various local communities, which is intended to ensure the overall safety and livability of residential neighborhoods.

Additionally, the proposed Policy would require a collaboration of the Town and property owners to manage traffic in residential neighborhoods and address documented traffic concerns. The Town of Lake

Park Traffic Calming Policy provides a process to request, evaluate, and implement appropriate traffic calming measures.

The proposed Policy, if approved, would be limited to installing traffic calming measures on local roadways only (not on collector and/or arterial roadways) and community requests would require an application process as well as a petition that would require the signatures from at least 75% of the residents who would directly benefit from a traffic calming device within a specific study area.

The proposed Policy's application process would include four (4) steps:

Step 1: Neighborhood Applicant Requests Study

A community member would submit the requisite application and staff would review the submittal for completeness and conformity to the approved guidelines.

Step 2: Review and Consideration of the Request by Town Staff

Staff will review that application submittal to evaluate and determine the eligibility of the request, which would include data collection, review of traffic conditions, determination of the need to create a conceptual traffic calming plan, holding a public informational meeting to review conceptual plan and recommendation of a traffic calming plan.

If the data collection and review process results in traffic conditions does not meet the guidelines and warrant a traffic calming measure(s), the applicant will be notified of the results and the process will not proceed forward.

However, if the traffic data collected warrants and/or may suggest the need for traffic calming devices to be installed, then Step 3 (see below) would be initiated.

<u>Note</u>: The implementation of traffic calming measures within the proposed Policy are based upon standards established by the Federal Highway Administration "Traffic Calming State of the Practice" (FHWA-RD-99-135) document; FDOT "Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways" and the "Manual of Uniform Traffic Control Devices" along with other pertinent documents.

Step 3: Applicant Petition for Recommended Traffic Calming Measures

The applicant will be notified by the Town (by certified mail) of the results from the staff review and compliance with the proposed Traffic Calming Policy and the potential availability for new traffic calming measures to be installed. The community applicant would then be provided with a template petition and a map outlining the study area, as well as the type and location of the recommended traffic calming devices and estimates of probable costs to install various traffic calming options, which would be required to be paid by the affected community.

The applicant would then be required to obtain signatures from at least 75% of the property owners within the affected study area indicating support to move forward with the design and construction of the proposed traffic calming measures as well as confirmation that they understand that the funding to support the entire process (to evaluate and install the traffic calming devices) would be the responsibility of the benefited property owners.

Following receipt of the completed and verified petition, the petition and all related documentation (i.e., conceptual plan, estimates of probable construction costs, construction funding sources, and design, construction schedule, etc.) would be submitted to the Town Commission for review and consideration.

Step 4: Project Implementation by County Staff:

Upon approval by the Town Commission to move forward with the design and construction implementation of the project, a funding mechanism would then be identified and approved/secured. Potential funding sources to support the proposed traffic calming project may include, but are not limited to:

- 1. Upfront payment by the affected property owners
- 2. Municipal Service Taxing Unit (MSTU)
- 3. Municipal Service Benefit Unit (MSBU)
- 4. Private sources
- 5. Public/private partnerships (Non-Town)
- 6. Grant opportunities.

Once funding has been determined, the Town would then contract with a professional engineer to develop the traffic calming construction plans and the proposed construction would be secured in accordance with the Town's procurement policy.

Following completion of the construction project, a project evaluation will be completed within six (6) months to evaluate the effectiveness of the measures taken and determine if additional measures or other actions are needed.

<u>Note</u>: This proposed Policy also includes a provision for the removal of approved and implemented traffic calming measures. Removal or alteration would be based upon County Commission approval for the following reasons:

- Emergency response is significantly impacted (per PBC Fire-Rescue Department and/or PBC Sheriff)
- Traffic Counts exceed 5,000 vehicles per day in the post condition
- Determination by the Town's Engineer and/or Public Works Director that it is in the best interest of public safety
- Property owners petition the Town to remove the implemented devices after two (2) years following the project's completion with at least 75% signatures by the property owners. If this occurs, the property owners within the benefited area would be responsible for the cost of removal under this option.

The proposed Traffic Calming Policy was prepared by the Town's Public Works Director and provided to the Community Development Director, the CRA Administrator, the PBC Fire-Rescue Department, the PBC Sheriff's Office and the Town Attorney for review and comment.

<u>RECOMMENDATION</u>:

I move to approve Resolution **-25 implementing a new Town of Lake Park Traffic Calming Policy for Local Roadways.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING THE TRAFFIC CALMING POLICY FOR LOCAL ROADWAYS; PROVIDING FOR IMPLEMENTATION; 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 powers and authority as have been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town recognizes the need to preserve neighborhood safety and quality of life by managing the impacts of vehicular traffic within residential communities; and

WHEREAS, the Town has developed a formal Traffic Calming Policy to provide a structured process for requesting, evaluating, and implementing traffic calming measures on Town-owned local roadways; and

WHEREAS, the Policy outlines eligibility criteria, procedural steps, and technical standards for traffic calming projects, and ensures that all such projects include public input and receive Town Commission approval prior to implementation; and

WHEREAS, the Traffic Calming Policy is consistent with best practices established by the Federal Highway Administration (FHWA) and the Institute of Transportation Engineers (ITE), and aligns with the Town's Comprehensive Plan goals; and

WHEREAS, the Town Manager recommends the adoption of this Policy to ensure a fair, transparent, and consistent approach to managing neighborhood traffic concerns; and

WHEREAS, the Traffic Calming Policy is attached hereto and incorporated herein as Exhibit A.

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

Section 1. The foregoing recitals are incorporated herein by this reference.

Section 2. The Town Commission hereby adopts the Traffic Calming Policy for Local Roadways attached hereto as Exhibit A.

Section 3. The Town Manager and staff are hereby authorized and directed to implement the Policy and take all necessary steps to administer its provisions.

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

Town of Lake Park Traffic Calming Policy

Adopted ____

INTRODUCTION

The Town of Lake Park is committed to ensuring residential neighborhoods' overall safety and livability. One way to meet this commitment is by collaborating with the Town and property owners to manage traffic in residential neighborhoods and address documented traffic concerns. The Town of Lake Park Traffic Calming Policy provides a process for requesting, evaluating, and implementing appropriate traffic calming measures.

CONSIDERATIONS

Traditional transportation improvements have generally focused on capacity, speed, and safety. While these are still concerns, another dimension, traffic calming, is often added to maintain or restore the livability of a residential neighborhood. This is done by incorporating physical elements that prohibit and/or slow vehicular traffic. The Institute of Transportation Engineers (ITE) defines traffic calming as:

".... the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior and improve conditions for nonmotorized street users."

Unlike traffic control devices such as stop signs and speed limit signs, which require enforcement, traffic calming measures¹ Are self-enforcing. Traffic calming measures generally serve one of the following three functions..²:

- Precludes through-traffic and only allows local traffic
- Discourages, but still allows through-traffic
- Allows through and local traffic

Determining the appropriate type of traffic calming for a roadway requires coordination and consideration of how the existing roadway network functions. The majority of the town's existing roadway network has a traditional layout.³ Which:

- Allows distribution of traffic over a network of streets, thus reducing the need to widen roads;
- Creates a highly interconnected network that provides a choice of routes, thus providing options for detour routes and accessibility for emergency services;

¹ Traffic Calming Measure - an element of a traffic calming plan selected from among those devices authorized herein for use within the city.

² Federal Highway Administration "Traffic Calming State of the Practice" (FHWA-RD-99-135)

³ "Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways", commonly referred to as "The Florida Greenbook,"

- Provides the ability to choose the most direct route to a destination, thus reducing the travel distance and the associated time and fuel;
- Creates smaller blocks of development that can be highly supportive of pedestrian, bicycle, and transit modes of travel;
- Provides a block structure allowing greater flexibility for evolving land use.

Because of the layout of the town's road network, traffic calming measures that hinder the distribution of traffic may result in the need to widen other roadways, delay emergency response time, or cause drivers to seek routes to bypass the traffic calming. Therefore, consideration of the function and type of roadway is necessary. The streets and roads within the town's roadway network are classified as local or collector, depending on their use and function. All arterial roadways located in the Town of Lake Park are under the jurisdiction of and maintained by the Florida Department of Transportation (FDOT). Local and collector roadways are as described below (See map Exhibit 1):

- Local streets allow direct access to abutting property and characteristically have lower volume, lower speed, shorter trip lengths, and less through-traffic (e.g., 2nd Street, Foresteria Drive, Greenbriar Drive, and 8th Street, etc.).
- Collector streets provide access and traffic movement between local streets and arterial roads. They provide moderate volumes, speeds, trip lengths, and through-traffic (e.g., Park Avenue and Watertower Road).

Due to the functional nature of the roadways, traffic calming measures will only be installed/used on local streets and not on collector roadways.

GOALS AND GUIDELINES

To balance the community's need for transportation mobility, efficiency, safety, and livability, the Town's Traffic Calming Policy will be based upon the following goals and guidelines:

Goals

- Provide and maintain a safe traditional roadway network.
- Maintain and/or improve residential neighborhood livability by reducing the impact of vehicular traffic on residential streets.
- Encourage citizen involvement in the residential neighborhood traffic calming process.

Guidelines

- Encourage, but not require, through-traffic to use higher classification roads (i.e., collector and arterial roads).
- Re-route traffic from one street to another of equal classifications if, and only if, the result is a more equal distribution of the traffic volumes. Shifting a traffic problem from one street to another or from one neighborhood to another is not an acceptable alternative.
- Reduce the average speed of motor vehicles within neighborhoods to acceptable levels.
- Implement cost-effective measures for solving identified traffic problems.
- Improve safety for non-motorists in the Town's right-of-way.

- Preserve reasonable emergency vehicle ingress/egress.
- Maintain reasonable vehicular access. Traffic calming measures should encourage and enhance pedestrian and bicycle access to and throughout the neighborhood.
- Town-owned local streets are eligible to be considered for traffic calming measures following this policy, guidelines, and criteria.
- Town-owned collector roads will not be considered for traffic calming measures.
- The Town may employ traffic calming measures, including but not limited to those listed in Appendix A, to achieve the objectives identified.
- The Town shall follow the Traffic Calming Policy to ensure consistency and a collaborative process for the community while maintaining the efficient use of funding.
- The Town shall ensure that all projects receive input from the affected area property owners, which will be defined on a case-by-case basis, along with affected organizations.
- All projects shall receive Town Commission approval before permanent traffic calming devices are installed.
- If approved, all costs associated with implementing the traffic calming measures (i.e., initial research, studies, designs, and construction) will be the responsibility of the property owners who are expected to receive direct benefit from the traffic calming measures.
- An application for traffic calming on a road or street that does not qualify for traffic calming may be resubmitted after three (3) years.

TRAFFIC CALMING PROCESS

The four-step process is as follows:

Step 1 – Neighborhood Applicant⁴ Requests Study: The Applicant may request a traffic calming study for a local roadway. To request a study, the Applicant completes and submits a request form and petition to the Public Works Department. The petition must include the signatures of at least 75% of the property owners fronting the street on which the traffic calming study is requested. The requested street must be a continuous section of roadway located between two (2) intersections, not a partial segment, must be under the jurisdiction of the Town, consist of no more than two (2) travel lanes, not be designated as an emergency or evacuation route, and must be at least 1,000 feet in length. A copy of the request form and petition is provided in Appendix B. Please note that only roadways classified as local are eligible to be considered for traffic calming measures under this policy. Traffic calming on collector roadways will not be considered.

Step 2 - Review and Consideration of the Request by Town Staff: Town Staff will review the petition and application to evaluate and determine the request's eligibility. During this process, the Staff will inform the Applicant of the review findings. Staff will review the petition to ensure adequate signatures have been obtained and gather data on site conditions. If both criteria are met, the Staff will conduct a traffic study and research traffic incidents for the subject roadway. Staff will use the data to classify the roadway and determine appropriate traffic calming measures.

⁴ Neighborhood Applicant – a property owner along the requested street who has submitted a request for the Traffic Calming Study and serves as a liaison between the Town and the community.

2025

The applicant will be notified by the Town (by certified mail) of the results from the staff review, compliance with the proposed Traffic Calming Policy, and the potential availability for new traffic calming measures to be installed.

After determining that traffic calming measures are appropriate, Staff and/or an engineering consultant will prepare a conceptual traffic calming plan and hold a public information meeting. Based on the meeting's results, a traffic calming plan will be prepared. These actions are further described below.

Eligibility: All the following criteria must be met to be eligible for traffic calming. If all requirements are met, including the minimum number of signatures on the petition, the application continues in the review process. If all the requirements are unmet, the application is closed, and the Applicant is notified that the road does not meet the criteria for traffic calming. To be eligible for traffic calming, the roadway shall:

- Be classified as a local roadway
- Not be designated as an emergency or evacuation route.
- Have no more than two (2) travel lanes.
- Be under the jurisdiction of the Town.
- Be at least 1,000 feet in length.
- Not be a partial segment of a contiguous street.

Data Collection: If the eligibility criteria are met, the following data will be collected to determine roadway conditions.

- Site conditions: A visual survey will confirm that the roadway has proper signage, pavement markings, and sight distance according to the MUTCD Standards. Any irregularities will be corrected and reviewed within three (3) to six (6) months to determine whether the improvements resolved the Applicant's traffic concerns.
- Traffic Study: A traffic count, speed study, and classifications of vehicles using the roadway will be collected and recorded.
- Incident records: The sheriff's crash records, fire rescue (medical and fire-related) calls, and other traffic incident reports (e.g., speeding tickets) will be collected.

Traffic Conditions: The collected data will be reviewed to document traffic conditions and determine if traffic calming measures are appropriate for the requested roadway. The four (4) types of traffic conditions and recommended traffic calming are outlined below:

<u>Type I - Minor Excessive Speed and Volume:</u> This designation is provided for roadways with traffic that meet the following conditions:

• The measured 85th percentile speed⁵ is between five (5) and eight (8) miles per hour above the posted speed limit, and;

^{85&}lt;sup>th</sup> Percentile Speed - speed at which 85% of the vehicles are traveling at or below posted speed. For the purposes of this Policy, the 85th Percentile Speed considered will be the average 85th Percentile Speed of both directions. (FHWA ITE Manual of Transportation Engineering Studies, November 2010)

• Average annual daily trips (AADT) are between 300 and 800 vehicles per day (vpd).

Roadways with minor excessive speed and volume (Type I) will be addressed through Sheriff enforcement and education. The Palm Beach County Sheriff's Department will be notified of the situation and requested to increase enforcement on a random basis during the hours when most speeding violations occur. Additionally, public notice (e.g., neighborhood flyers, social media posts, the Town website, etc.) or other means of informing drivers using this road may be provided to resolve speeding concerns.

<u>Type II - Excessive Speed and Volume:</u> This designation is for roadways with traffic volumes greater than 800 average annual daily trips (AADT) and one of the following:

- The measured 85th percentile speed is nine (9) miles per hour or greater than the posted speed limit, or;
- The hourly volume exceeds 12% of the average daily traffic, or more than ten (10) daily trips per household, per ITE Trip Generation Manual, 10th Edition.

Roadways classified as having excessive speed or volume (Type II) will continue to the conceptual traffic calming plan phase (see below).

<u>Type III – Other</u>: Any roadway that does not meet the minimum criteria to be classified as Type II, but the collected volume and speed data are both within 20% of the minimum criteria required (2 mph and 160 vpd), and any of the following extenuating circumstances are present:

- a large number or high frequency of accidents,
- numerous bus stops,
- numerous residential driveways,
- roadway geometry issues, or
- a lack of sidewalks,

A roadway may be classified as Type III by the Town Commission upon recommendation by the Town Engineer and/or Public Works Director. The Town's contracted Engineer and/or Public Works Director will present these recommendations to the Town Commission.

Roadways classified as Type III will continue to the conceptual traffic calming plan phase (see below).

<u>Type IV – None of the Above</u>: Roadways that do not exhibit Type I, Type II, or Type III conditions are not eligible for traffic calming.

Conceptual Traffic Calming Plan: Roadways that are classified as having excessive speed or volume (Type II) or other (Type III) will be further analyzed to define a Study Area⁶ and to create a conceptual traffic calming plan. The plan shall be developed using guidelines established by the Federal Highway Administration (FHWA) and Institute for Transportation Engineers (ITE) documents and utilizing the examples provided in this Policy.

⁶ Study Area - the defined area which has been determined to be impacted by proposed traffic calming measures. The Study Area may cross traditional neighborhood boundaries.

Public Information Meeting: A public information meeting will present the conceptual traffic calming plan to the study area residents and obtain input from the public and affected agencies. Property owners within the study area will be given notice of the public information meeting. Examples of notification may include door hangers, newspapers, Public Service Announcements on Town's Webpage - www.lakeparkflorida.gov – Town social media accounts, mailings, and/or message boards within the study area.

Any property owner unable to attend the meeting may submit comments regarding the proposed plan to the Town's contracted Engineer and the Public Works Department, in writing, for consideration. Additionally, the following governmental agencies will be notified that traffic calming measures are being considered and requested to provide comments regarding the proposed measures:

- . Palm Beach County's Fire Rescue
- . Palm Beach County's Sheriff's Office
- . Town of Lake Park Public Works Department
- . Town of Lake Park Planning & Zoning Department
- . Palm Beach County's School Board

Recommended Traffic Calming Plan: Based on the FHWA standards adopted in this policy, a recommended traffic calming plan for the study area will be developed based on input from the public and various governmental agencies.

Step 3 - Applicant Petition for Recommended Traffic Calming Measures: After completion of the recommended plan for traffic calming measures, the Town's contracted Engineer and/or Public Works Director Town will provide the community Applicant with a template petition form and a map outlining the study area, as well as the type and locations of the recommended traffic calming devices. The Applicant is required to obtain signatures of more than 75% of the property owners within the affected study area indicating that they support the construction of the proposed traffic calming measures and understand that all costs related to the proposed project, if approved, would be the responsibility of the residents that directly benefit from the proposed measures.

Town Commission Consideration: The petition with the signatures of at least 75% of the property owners supporting the traffic calming plan, the construction plans, probable cost estimates, construction funding sources, and a construction schedule will be submitted to the Town Commission for review and consideration.

Step 4 - Project Implementation by Town Staff: Town Staff will implement the mechanisms needed to fund, design, obtain Town Commission approval, construct, and evaluate the project after construction, as described below.

Funding: The design and construction of traffic calming measures will not begin until a funding source is identified and secured. Thus, upon approval by the Town Commission to move forward with the design and construction implementation of the project, a funding mechanism would then be identified and approved/secured. Potential funding sources to support the proposed traffic calming project may include, but are not limited to:

- 1. Upfront payment by the affected property owners
- 2. Municipal Service Taxing Unit (MSTU)
- 3. Municipal Service Benefit Unit (MSBU)
- 4. Private sources
- 5. Public/private partnerships (Non-Town)
- 6. Grant opportunities.

Town

Design: The Town will contract with a professional engineer licensed to work in Florida to develop the traffic calming construction plans and an estimate of construction cost based upon the recommended plan.

Construction: The traffic calming measures will be designed and constructed after the town commission approves them and authorizes/implements the funding.

Project Evaluation: Within six (6) months following the completion of the traffic calming project, new traffic data will be collected and compared to the previously collected "before" data. The comparison will evaluate the traffic calming measures to determine if corrective measures or other actions are needed.

REMOVAL OF TRAFFIC CALMING MEASURES

With the approval of the Town Commission, traffic calming measures may be removed or altered at any time for the following reasons:

- Emergency response is significantly impacted (per Palm Beach County Fire Rescue and Sheriff Department Standards)
- The traffic count for the local roadway exceeds 5,000 vehicles per day.
- Determination by the Town's contracted Engineer and/or Public Works Director that it is in the best interest of public safety.

Property owners within the traffic calming area may also request removal of the measures after the measures have been in place for two (2) years by submitting a petition to the Town. The petition shall request removal of the traffic calming measures, acknowledge that the property owners will pay for all costs related to the removal of the devices, and include the signatures of at least 75% of the property owners within the calming area. Upon receipt of the petition by the Town's contracted Engineer and/or the Public Works Department, the Town will assess the property owners within the traffic calming area for all costs associated with removing the traffic calming measures (i.e., Design, Construction, etc.).

2025

Item 5.

Appendix A

Examples of Traffic Calming Measures

ltem 5.

Roundabouts



(

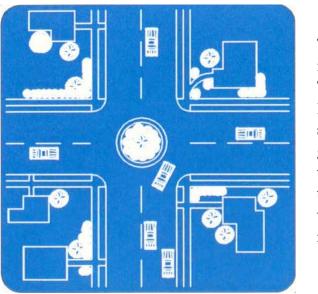
A raised circular structure that deflects the flow of traffic in a counter-clockwise direction around the circle. The objectives of roundabouts are to slow traffic and reduce the number and severity of crashes. Roundabouts are designed to accommodate all sizes of vehicles. Unlike traffic circles, roundabouts are used on higher-volume streets.

Good for: Locations with a history of accidents, intersections with irregular approaches, or high U-turn volumes.

 Advantages: Moderate traffic speeds Landscaping and hardscape can make it aesthetically pleasing Enhanced safety compared to traffic signals Minimizes queuing at the approaches Less expensive to operate than traffic signals. 	 Disadvantages: It may be difficult for large vehicles to circumnavigate May require the elimination of some onstreet parking Landscaping must be maintained by the property owners or by the municipality. Requires more right-of-way than signalized intersection
Cost Estimate: \$150,000 - \$1,250,000	

Effectiveness:	Similar Measures:
• Average 29% reduction in accidents, with a	• By constructing a small island in a
reduction from 9.3 to 5.9 accidents per year	neighborhood intersection and leaving the
(from a sample of 11 sites; source:	existing curbs, you have a Traffic Circle
Roundabouts: An Informational Guide)	

Traffic Circles – Mini Roundabouts



Traffic circles are raised islands placed in intersections around which traffic circulates. They are not intended for high-volume or large vehicle traffic. Traffic circles sometimes employ stop or signal control or give priority to entering vehicles. Some traffic circles impose control measures within the circulating roadway or are designed with weaving areas to resolve conflicting movements.

Good for: Calming intersections, especially within neighborhoods, where large vehicle traffic is not a major concern but speeds, volumes, and safety are problems.

Advantages:

- Very effective in moderating speeds and improving safety
- If designed well, they can have positive aesthetic value
- Placed at an intersection, they can calm two streets at once

Cost Estimate: \$25,000 - \$150,000

Effectiveness:

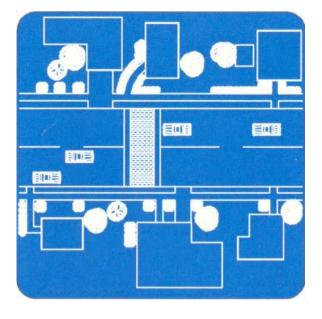
- Average of 11% decrease in the 85th percentile travel speeds, or from an average of 34.1 to 30.2 miles per hour (from a sample of 45 sites)
- Including a large sample from Seattle, an average of 73% decrease in accidents, or from an average of 2.2 to 0.6 accidents per year (from a sample of 130 sites *Roundabouts: An Informational Guide*)

Disadvantages:

- Difficult for large vehicles (such as fire trucks) to circumnavigate
- May require the elimination of some onstreet parking
- Landscaping must be maintained by the property owners or by the municipality

Similar Measures:

- By placing a raised island in a midblock location, you have a Center Island Narrowing
- By enlarging the intersection and the center island, inserting splitter islands at each approach, setting back the crosswalks away from the circulating lane, and implementing yield control at all approaches, you have a Roundabout



Speed Tables

Speed tables are flat-topped speed humps often constructed with brick or other textured materials on the flat section. The tables are generally 3 to 4 inches high, have a six-foot sloped approach, a ten-foot top, and a six-foot sloped departure profile. Speed tables are typically long enough for the entire wheelbase of a passenger car to rest on the flat section. The long flat areas with gently sloped ramps give speed tables higher speeds than speed humps. Brick or other textured materials improve the appearance of speed tables, draw attention to them, and enhance safety and speed reduction.

Suitable for: Locations where low speeds are desired but a somewhat smooth ride is needed for larger vehicles.

Advantages:

- Smoother on large vehicles (such as fire trucks) than speed humps
- Effective in reducing speeds, though not to the extent of speed humps

Disadvantages:

- Questionable aesthetics if textured materials are not used
- Textured materials, if used, can be expensive
- May increase noise and air pollution
- Possible avoidance
- Possibly creates roadway debris

Cost Estimate: \$10,000 - \$15,000 each

Effectiveness (22' Table):

- Average of 18% decrease in the 85th percentile travel speeds, or from an average of 36.7 to 30.1 miles per hour (from a sample of 58 sites)
- Average of 45% decrease in accidents, or from an average of 6.7 to 3.7 accidents per year (from a sample of 8 sites)

Similar Measures:

- By removing the flat section in the middle, you have a Speed Hump
- By placing a crosswalk on the flat section, you have a Raised Crosswalk; and
- By raising the level of an entire intersection, you have a Raised Intersection

Raised Intersections

Raised intersections are flat raised areas (3 to 4 inches) that cover an entire intersection with ramps on all approaches and often with brick or other textured materials on the flat section. By modifying the level of the intersection, crosswalks are more readily perceived by motorists to be "pedestrian territory". The objectives are to slow traffic and reduce the number and severity of crashes.

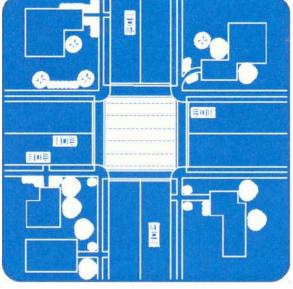
Suitable for: Intersections with substantial pedestrian activity and areas where parking spaces need to be retained

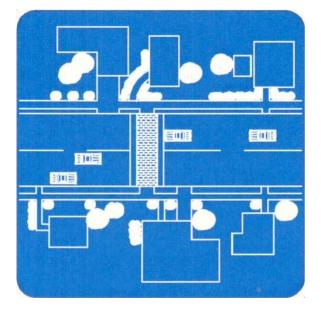
Advantages: • Improves safety for both pedestrians and vehicles • Can have positive aesthetic value • Calms two streets at once	 Disadvantages: Expensive, varying by materials used Impacts on drainage need to be considered Less effective in reducing speeds than speed humps, speed tables, or raised crosswalks
Cost Estimate: \$50,000 - \$100,000	
Effectiveness: • Average of 1% decrease in the 85th percentile travel speeds, or from an average of 34.6 to 34.3 miles per hour (from a sample of 3 sites)	 Similar Measures: By raising only a single crosswalk, you have a Raised Crosswalk By raising only a short section to a flat level (without a crosswalk), you have a Speed Table; and By raising an even shorter section and constructing it without a flat top, you have a Speed Hump

160

2025

Item 5.





Raised Crosswalks

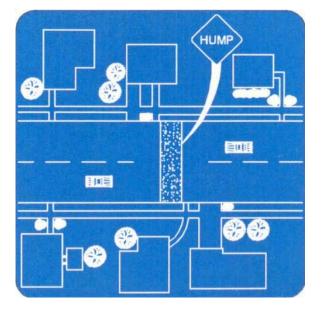
Raised crosswalks are speed tables outfitted with crosswalk markings and signage to channel pedestrian crossings. They provide pedestrians with a level street crossing, and by increasing the level of the crossing, pedestrians are more visible to approaching motorists.

Suitable for: Locations where pedestrian crossings occur at haphazard locations and vehicle speeds are excessive.

Advantages:	Disadvantages:		
• Improve safety for both pedestrians and vehicles	• Textured materials, if used, can be expensive		
Can have positive aesthetic value	• Impacts on drainage need to be considered		
• Effective in reducing speeds, though not to	• May increase noise and air pollution		
the extent of speed humps	Possible avoidance		

Cost Estimate: \$10,000 - \$15,000

 Effectiveness: For a 22-foot Speed Table (the most similar device for which data is available): Average of 18% decrease in the 85th percentile travel speeds, or from an average of 36.7 to 30.1 miles per hour (from a sample of 58 sites) Average of 45% decrease in accidents, or from an average of 6.7 to 3.7 accidents per year (from a sample of 8 sites) 	 Similar Measures: By removing the crosswalk markings and signage, you have a Speed Table, and By removing the crosswalk and the flat section in the middle, you have a Speed Hump By raising the level of an entire intersection, you have a Raised Intersection
---	---



Speed Humps (Limited Use)

Speed humps are rounded raised areas generally 10 to 14 feet long (in the direction of travel), making them distinct from the shorter "speed bumps" found in many parking lots, and are 3 to 4 inches high. Speed humps shall not be used on primary access routes. The objective is to slow traffic and reduce the number and severity of crashes.

Suitable for: Locations where very low speeds are desired and reasonable, and where noise and exhaust fumes are not a major concern.

The Town Engineer does NOT recommend this option.

				8
•	Relatively	inex	pensive	

• Relatively easy for bicycles to cross if designed appropriately

Advantages:

• Very effective in slowing travel speeds

Disadvantages:

- Causes a "rough ride" for drivers, and can cause severe pain for people with skeletal disabilities
- Forces large vehicles, such as emergency vehicles, to travel at slower speeds
- Increases noise and air pollution
- Questionable aesthetics
- More Roadway Debris
- Possible avoidance

Cost Estimate: \$5,000 - \$12,000 each

Effectiveness (12' Hump):

- Average of 22% decrease in the 85th percentile travel speeds, or from an average of 35.0 to 27.4 miles per hour (from a sample of 179 sites)
- Average of 11% decrease in accidents, or from an average of 2.7 to 2.4 accidents per year (from a sample of 49 sites)

Similar Measures:

- By lengthening the hump with a flat section in the middle, you have a Speed Table
- By turning an entire crosswalk into a speed hump, you have a Raised Crosswalk; and
- By raising the level of an entire intersection, you have a Raised Intersection

2025

Less Common Traffic Calming Measures

Semi-Diverter Island: Installed on the street's ingress side where entry is prohibited. Vehicles can still exit from the street, but entrance is not permitted. This feature prohibits cut-through traffic.

Mid-Block Island: Constructed mid-block in the center of the roadway, separating travel lanes and may reduce lane widths. Mid-block islands slow traffic. These features address vehicle speeds and may discourage cut-through traffic

Splitter Island: Splitter islands may provide landscaping and channelization to lanes at the entrances to a neighborhood. They slow traffic and discourage cut-through traffic.

Roadway Narrowing reduces the width of pavement while maintaining two-way traffic. Landscaping planted with the narrowing may further enhance the feature and impact driver behavior by reinforcing the impression that the pavement area is limited. Roadway narrowing slows and may discourage cut-through traffic.

Chicanes: This project changes the alignment of the roadway so that the street is not straight. This eliminates driver tendencies to accelerate on a straight street and may add beautification opportunities without significantly impacting emergency services. Two-way traffic and full access for larger vehicles and emergency services are maintained. These features address vehicle speeds and may discourage cut-through traffic.

Item 5.

Appendix B

Traffic Calming Request Form and Petition Form

2025

TOWN OF LAKE PARK PUBLIC WORKS DEPARTMENT TRAFFIC CALMING REQUEST FORM



Applicant Information:	AKE PAR
Name:	
Address:	
Street for Review (From / To):	
Daytime Phone No.:	
Email Address:	

Identify yourself as:

□ Homeowner □ Business Owner □ Developer □ Town Staff

Are you willing to be the "Point of Contact" regarding this Traffic Calming request for your neighborhood?

□ Yes □ No *(If no, please provide an alternative contact willing to serve in this role.)

Traffic Concerns (Check all that apply):

- \Box Speeding vehicles
- □ High volume of traffic
- \Box Cut-through traffic
- □ Frequent accidents
- □ High pedestrian activity
- □ Lack of pedestrian/bicycle amenities (sidewalks, crosswalks, etc.)

Please describe the specific traffic issues affecting your street or neighborhood:

To proceed with this request, please **attach a petition** signed by at least **75% of property owners fronting the street** where traffic calming is requested.

Submission Instructions:

Once completed, please submit this request form along with the petition sheet(s) to:

- Town of Lake Park Public Works Department
- Attn: Public Works Director & Town Engineer
- 9 535 Park Avenue, Lake Park, FL 33403
- publicworks@lakeparkfl.gov

For additional information, contact the **Public Works Department** at (561-881-3345).

TOWN OF LAKE PARK PUBLIC WORKS DEPARTMENT TRAFFIC CALMING REQUEST PETITION FORM



Item 5.

The final placement of traffic calming measures will be determined by the Contracted Engineer and/or Public Works Department, taking into account safety, accessibility, and engineering feasibility.

Petition Information

Full Name (Clearly Printed)	Address	Cell/Contact Number	Signature	Date

Notes:

- 1. One (1) signature per household is permitted.
- 2. Valid for up to three (3) years from the date of submission.
- 3. By signing this petition, **all signatories acknowledge responsibility** for any costs associated with the approved traffic calming measures, including but not limited to **design**, **construction**, **and maintenance**.

Submission Instructions

Once completed, submit this petition along with the Traffic Calming Request Form to:

- Town of Lake Park Public Works Department
- Attn: Public Works Director
- 9 535 Park Avenue, Lake Park, FL 33403
- publicworks@lakeparkfl.gov

For further inquiries, contact the Public Works Department at (561-881-3345).

Appendix C Roadway Classifications – Transportation Element Of The Comprehensive Plan



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date:		May 21, 2025		
Originating Depart	ment:	Community Development		
Agenda Title:	-	Resolution - Non-Exclusive Utility Easement - Florida Power & Light (FPL) - Nautilus 220		
Agenda Category (i.e	e., Consent,	New Business, etc.): Consent		
Approved by Town	Manage	r: Date:		
Cost of Item:	\$0.00	Funding Source: Town Attorney		
Account Number:	#108	Finance Signature:		
Advertised: Date:	N/A	Newspaper:		
Attachments:		image with easement area overlay; Underground Easement Instrument khibit A; As-Built Electrical Site Plan N220; Resolution		
Please initial one:				

AVYes I have notified everyoneAVNot applicable in this case

Summary Explanation/Background:

In October 2022, the Town Commission approved an exclusive lift station easement agreement at the request of Seacoast Utility Authority. At the time of this request, the Town's Marina District Public-Private Partnership (P3) agreement was not yet formalized.

However, once the P3 agreement was approved in August 2023, it was determined that the lift station location would need to be relocated immediately east of the previously planned site to accommodate future development (including the P3 project and other properties near Silver Beach Road).

Thus, a new exclusive lift station easement and a non-exclusive easement to support Seacoast Utilities water and sewer improvements (constructed in conjunction with the development of the Nautilus 220 project) was approved by the Town Commission on September 6, 2023.

As a result, an additional utility easement is needed at the request of Florida Power & Light (FPL) and Forest Development to support the electric/power needs to operate the planned (under construction) lift station, which will be located on Town property and dedicated to Seacoast Utilities. The Town will not have any ownership and/or maintenance responsibilities with the new lift station.

The proposed request, if approved, would provide FPL with a non-exclusive easement for the construction, operation and maintenance of underground electric utility facilities that will, in perpetuity, service the lift station, which generally runs north from Lake Shore Drive right-of-way toward 126 Lake Shore Drive (does not encroach on 126 Lake Shore Drive) and generally runs from Silver Beach Road north along Federal Highway to the southern boundary of the Nautilus 220 development.

See enclosed aerial image with easement area overlay.

Forest Development has confirmed that the proposed alignment will not conflict with the proposed P3 improvements as provided for in the P3 Comprehensive Agreement.

<u>Note</u>: At this time, the proposed Marina District P3 project improvements/plans have not been finalized or approved.

The proposed lift station, according to Seacoast Utilities, once completed is expected to serve Nautilus 220, the P3 property, the Marina and all potential development within the area bounded roughly on the south by Silver Beach Road, on the east by the Intracoastal Waterway, on the north by Date Palm, and on the west by 3rd Street.

The proposed non-exclusive utility easement was prepared by FPL and reviewed by Forest Development, the Community Development Director, the Public Works Director, the Marina Director, the Town Attorney, FPL, Seacoast Utilities.

Recommended Motion:

I move to approve Resolution and provide a Non-Exclusive Utility Easement to Florida Power & Light (FPL).

AERIAL IMAGE WITH EASEMENT AREA OVERLAY



RESOLUTION 28-05-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT WITH FLORIDA POWER AND LIGHT TO FACILITATE THE INSTALLATION OF A LIFT STATION TO PROVIDE SUFFICIENT WASTEWATER TO SERVE NAUTILUS 220; 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 (Grantor) owns certain land which is legally described in the attached Exhibit "A" (the Property); and

WHEREAS, Florida Power & Light (FPL) has sought an easement upon, across and within the Town's property legally described in the attached Exhibit "A" for the purpose of being able to enter the Property to construct, operate and maintain its electrical facilities which are necessary to provide electrical service to a lift station which is being constructed on the Property; and

WHEREAS, the lift station is necessary in order for the developer of Nautilus 220 to be able to provide wastewater to serve the occupants of the residential project known as Nautilus 220 ; and

WHEREAS, the Town Manager has recommended to the Town Commission that the Town should grant the Easement for the benefit of FPL as it pertains to the Property.

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.

<u>Section 2.</u> The Mayor is hereby authorized and directed to execute the Easement a copy of which is attached hereto and incorporated herein by reference as Exhibit A.

Section 3. This Resolution shall take effect immediately upon adoption.

Exhibit 'A'

DESCRIPTION:

BEING A PORTION OF LOTS 26 THROUGH 31, BLOCK 114, KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 15 AND 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 31, BLOCK 114; THENCE ALONG THE NORTH LINE OF SAID LOT 31, BLOCK 114, S84'52'19"W, A DISTANCE OF 194.62 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 05'07'41" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 84'52'19" WEST, A DISTANCE OF 4.74 FEET; THENCE SOUTH 56'39'54" WEST, A DISTANCE OF 16.34 FEET; THENCE SOUTH 02'10'59" EAST, A DISTANCE OF 54.45 FEET; THENCE NORTH 84'59'11" EAST, A DISTANCE OF 1.11 FEET; THENCE SOUTH 05'00'49" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 84'59'11" WEST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 05'00'49" EAST, A DISTANCE OF 18.68 FEET; THENCE NORTH 84'59'11" EAST, A DISTANCE OF 90.00 FEET: THENCE SOUTH 00'00'52" EAST. A DISTANCE OF 122.18 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 26 AND TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 33'09'06" WEST, A RADIAL DISTANCE OF 262.04 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE AND THE ARC, THROUGH A CENTRAL ANGLE OF 02'34'28", A DISTANCE OF 11.77 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 00'00'52" WEST, A DISTANCE OF 117.48 FEET; THENCE SOUTH 84'59'11" WEST, A DISTANCE OF 89.09 FEET; THENCE NORTH 05'00'49" WEST, A DISTANCE OF 28.68 FEET; THENCE SOUTH 84'59'11" WEST, A DISTANCE OF 2.50 FEET; THENCE NORTH 05'00'49" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 84'59'11" EAST, A DISTANCE OF 3.88 FEET; THENCE NORTH 0210'59" WEST, A DISTANCE OF 60.59 FEET; THENCE NORTH 56'39'54" EAST, A DISTANCE OF 21.37 FEET; THENCE NORTH 05'07'41" WEST, A DISTANCE OF 1.47 FEET; THENCE NORTH 84'52'19" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3,397.47 SQUARE FEET OR 0.0780 ACRES, MORE OR LESS. TOGETHER WITH:

BEING A PORTION OF LOTS 16 THROUGH 19, LOT 21 AND 31 OF BLOCK 114, KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 15 AND 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 31, BLOCK 114; THENCE ALONG THE NORTH LINE OF SAID LOT 31, BLOCK 114, S84'52'19"W, A DISTANCE OF 254.82 FEET TO THE POINT OF BEGINNING; THENCE S5'00'18"E, A DISTANCE OF 20.32 FEET TO A POINT; THENCE S85'05'11"W, A DISTANCE OF 104.18 FEET TO A POINT ON A NON-TANGENT CURVE FROM WHICH HAS A RADIAL BEARING OF \$86'07'51"W; THENCE ON A NON-TANGENT 5811.84 FEET RADIUS CURVE TO THE RIGHT FOR AN ARC LENGTH OF 198.46 FEET HAVING A DELTA OF 1'57'23" HAVING A CHORD BEARING OF S02'53'27"E AND A CHORD LENGTH OF 198.45 FEET TO A POINT. THENCE \$88'05'14"W, A DISTANCE OF 10.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 1 AS SHOWN IN F.D.O.T. R/W MAP SECTION 9302 AND ON A NON-TANGENT CURVE FROM WHICH HAS A RADIAL BEARING OF \$88'05'14"W; THENCE ON A NON-TANGENT 5801.84 FEET RADIUS CURVE TO THE LEFT FOR AN ARC LENGTH OF 217.83 FEET HAVING A DELTA OF 2'09'04" HAVING A CHORD BEARING OF N02'59'18"W AND A CHORD LENGTH OF 217.81 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 16; THENCE N84'52'19"E, ALONG SAID NORTH LINE A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE FROM WHICH HAS A RADIAL BEARING OF N85'56'04"E; THENCE ON A NON-TANGENT 5811.84 FEET RADIUS CURVE TO THE LEFT FOR AN ARC LENGTH OF 9.93 FEET HAVING A DELTA OF 0'05'52" HAVING A CHORD BEARING OF \$4'01'00"W TO A POINT; THENCE N85'05'11"E A DISTANCE OF 93.99 FEET TO A POINT; THENCE N5'00'18"W A DISTANCE OF 10.28 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 16 THENCE N84"52'19"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 6,883 SQUARE FEET OR 0.158 ACRES, MORE OR LESS.

#6127706 v1 26508-00001

Work Request No. <u>13737347</u>

Sec.<u>21</u>, Twp <u>42</u>, Rge <u>43</u>

Parcel I.D.____ (Maintained by County Appraiser) UNDERGROUND EASEMENT (BUSINESS) This Instrument Prepared By Name: Andrew Boutte Co. Name: Florida Power and Light Address: 100 S Delaware Blvd Jupiter, FL 33458

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a nonexclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed	and sealed this instrument on, 20
Signed, sealed and delivered in the presence of: (Witness' Signature) Print Name: (Witness) Print Address:	Town of Lake Park By: Print Name: Print Title: Print Address: 535 Park Avenue, Lake Park, FL 33403
(Witness' Signature) Print Name:(Witness) Print Address:	
before me by [] physical presence or [] on-line, the	The foregoing instrument was acknowledged notarization, this day of, 20, by of _the Town of Lake Park
, who is per identification, and who did (did not) take an oath.	sonally known to me or has produced as (Type of Identification)
My Commission Expires:	Notary Public, Signature Print Name

Item 6.

EXHIBIT "A'

Item 6.

DESCRIPTION:

BEING A PORTION OF LOTS 26 THROUGH 31, BLOCK 114, KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 15 AND 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 31. BLOCK 114: THENCE ALONG THE NORTH LINE OF SAID LOT 31, BLOCK 114, S84'52'19"W, A DISTANCE OF 194.62 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05°07'41" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 84°52'19" WEST, A DISTANCE OF 4.74 FEET; THENCE SOUTH 56'39'54" WEST, A DISTANCE OF 16.34 FEET; THENCE SOUTH 02"10'59" EAST, A DISTANCE OF 54.45 FEET; THENCE NORTH 84°59'11" EAST, A DISTANCE OF 1.11 FEET; THENCE SOUTH 05°00'49" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 84°59'11" WEST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 05'00'49" EAST, A DISTANCE OF 18.68 FEET; THENCE NORTH 84'59'11" EAST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 00°00'52" EAST, A DISTANCE OF 122.18 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 26 AND TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 33"09'06" WEST, A RADIAL DISTANCE OF 262.04 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE AND THE ARC, THROUGH A CENTRAL ANGLE OF 02°34'28", A DISTANCE OF 11.77 FEET: THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 00'00'52" WEST, A DISTANCE OF 117.48 FEET; THENCE SOUTH 84°59'11" WEST, A DISTANCE OF 89.09 FEET; THENCE NORTH 05°00'49" WEST, A DISTANCE OF 28.68 FEET; THENCE SOUTH 84°59'11" WEST, A DISTANCE OF 2.50 FEET; THENCE NORTH 05'00'49" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 84'59'11" EAST, A DISTANCE OF 3.88 FEET; THENCE NORTH 02"10'59" WEST, A DISTANCE OF 60.59 FEET; THENCE NORTH 56"39'54" EAST, A DISTANCE OF 21.37 FEET; THENCE NORTH 05°07'41" WEST, A DISTANCE OF 1.47 FEET; THENCE NORTH 84°52'19" EAST. A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3,397.47 SQUARE FEET OR 0.0780 ACRES, MORE OR LESS. TOGETHER WITH:

BEING A PORTION OF LOTS 16 THROUGH 19, LOT 21 AND 31 OF BLOCK 114, KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 15 AND 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 31, BLOCK 114; THENCE ALONG THE NORTH LINE OF SAID LOT 31, BLOCK 114, S84°52'19"W, A DISTANCE OF 254.82 FEET TO THE POINT OF BEGINNING; THENCE S5°00'18"E, A DISTANCE OF 20.32 FEET TO A POINT; THENCE S85°05'11"W, A DISTANCE OF 104.18 FEET TO A POINT ON A NON-TANGENT CURVE FROM WHICH HAS A RADIAL BEARING OF S86°07'51"W; THENCE ON A NON-TANGENT 5811.84 FEET RADIUS CURVE TO THE RIGHT FOR AN ARC LENGTH OF 198.46 FEET HAVING A DELTA OF 1°57'23" HAVING A CHORD BEARING OF SO2°53'27"E AND A CHORD LENGTH OF 198.45 FEET TO A POINT. THENCE S88'05'14"W, A DISTANCE OF 10.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 1 AS SHOWN IN F.D.O.T. R/W MAP SECTION 9302 AND ON A NON-TANGENT CURVE FROM WHICH HAS A RADIAL BEARING OF S88'05'14"W; THENCE ON A NON-TANGENT 5801.84 FEET RADIUS CURVE TO THE LEFT FOR AN ARC LENGTH OF 217.83 FEET HAVING A DELTA OF 2°09'04" HAVING A CHORD BEARING OF NO2°59'18"W AND A CHORD LENGTH OF 217.81 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 16; THENCE N84"52'19"E, ALONG SAID NORTH LINE A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE FROM WHICH HAS A RADIAL BEARING OF N85°56'04"E: THENCE ON A NON-TANGENT 5811.84 FEET RADIUS CURVE TO THE LEFT FOR AN ARC LENGTH OF 9.93 FEET HAVING A DELTA OF 0°05'52" HAVING A CHORD BEARING OF S4°01'00"W TO A POINT; THENCE N85°05'11"E A DISTANCE OF 93.99 FEET TO A POINT; THENCE N5°00'18"W A DISTANCE OF 10.28 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 16 THENCE N84°52'19"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 6,883 SQUARE FEET OR 0.158 ACRES, MORE OR LESS.

SHEET 1 OF 4

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE – SURVEYING 7900 GLADES ROAD – SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)–392–1991 / FAX (561)–750–1452	THIS IS NOT A SURVEY	DATE 4/22/2025 DRAWN BY dI F.B./ PG. N/A
SKETCH & DESCRIPTION (TOWN) FLORIDA POWER & LIGHT EASEMENT PALM BEACH COUNTY, FLORIDA		SCALE NONE JOB 9622-1FPLT

EXHIBIT "A'

Item 6.

SURVEYOR'S NOTES:

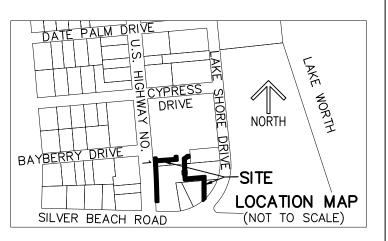
- 1. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
- 2. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 3. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF LOT 31, BLOCK 114,KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 15 AND 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA HAVING AN ASSUMED BEARING OF S84°52'19"W.
- 5. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
- 6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
- 7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

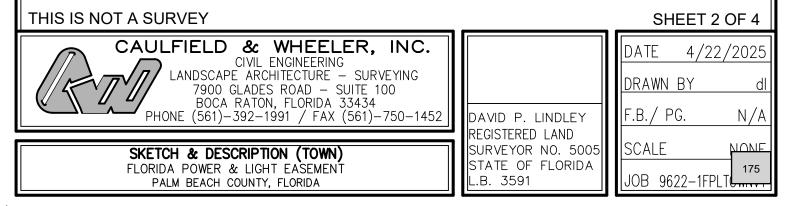
CERTIFICATE:

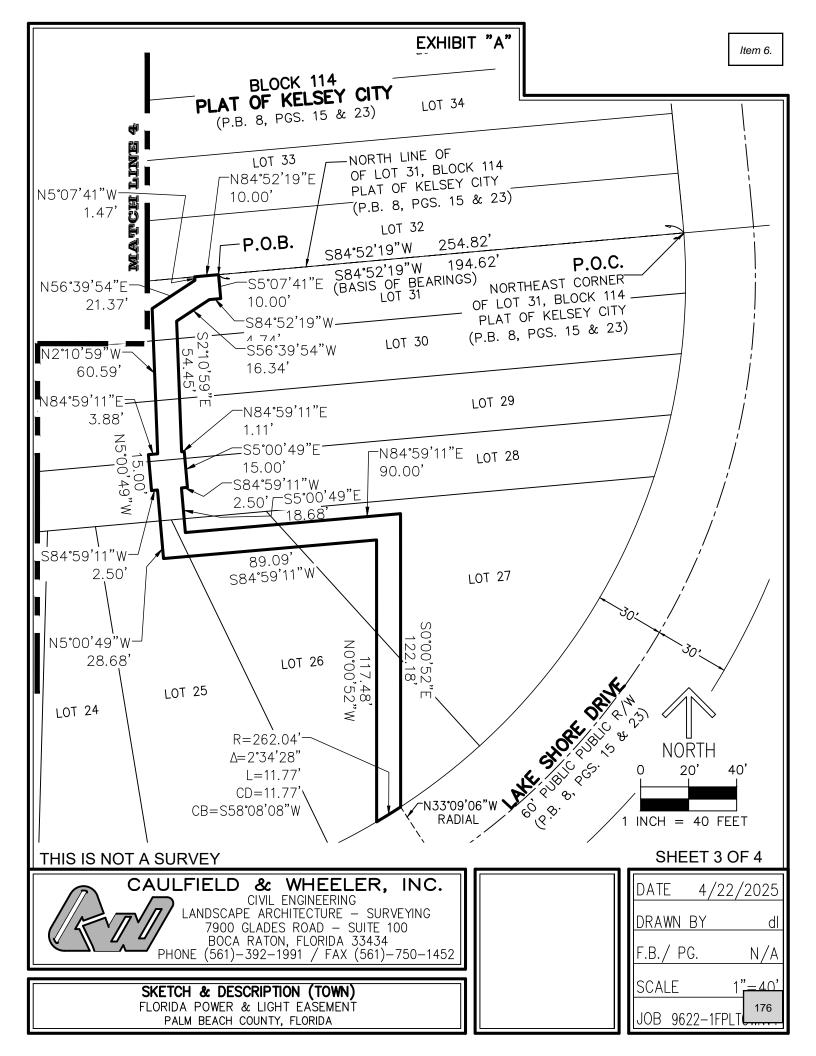
I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 22, 2025. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J–17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

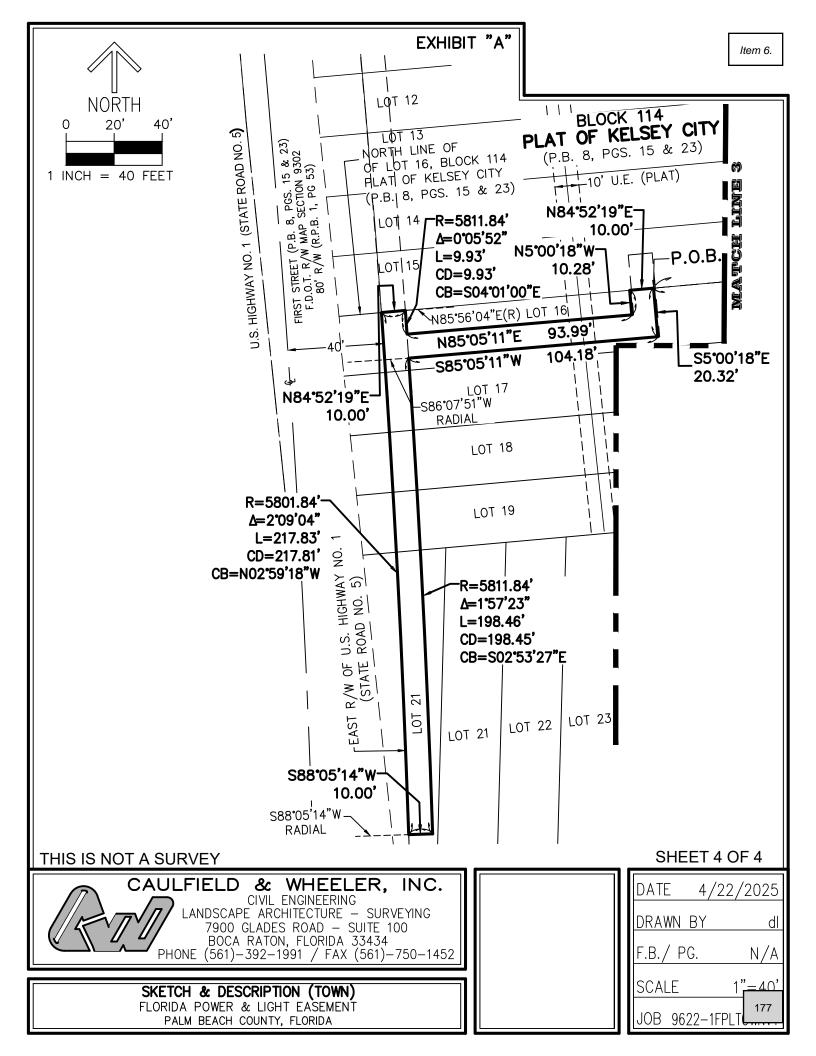
LEGEND/ABBREVIATIONS:

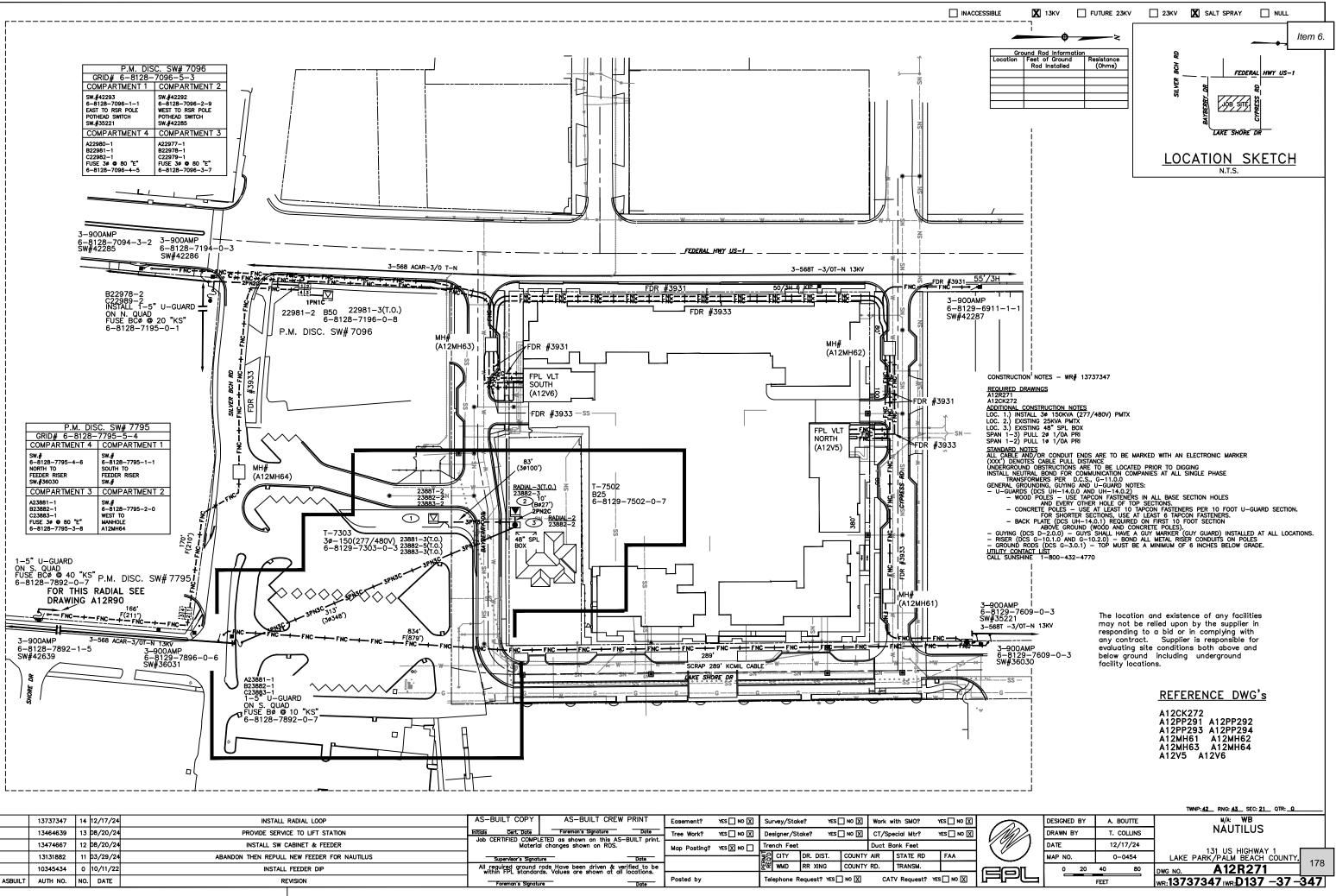
- € CENTERLINE
- FPL FLORIDA POWER & LIGHT COMPANY
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- PG(S). PAGES
- R/W RIGHT-OF-WAY
- SUAE SEACOAST UTILITY AUTHORITY EASEMENT
- UE UTILITY EASEMENT
- (R) RADIAL BEARING













Agenda Request Form

		r 01 0007	
Meeting Date:	<u> </u>	May 21, 2025	
Originating Depart	ment:	t: Town Clerk	
	Ī	Request to Amend Town's Election Process - Commissioner Michael	
Agenda Title:		D'Rourke	
-			
Agenda Category (i.e	e., Consent, No	w Business, etc.):	
Approved by Town	Manager	: Date:	
	_		
Cost of Item:	\$0.00	Funding Source:	
Account Number:		Finance Signature:	
A			
Advertised:			
Date:	N/A	Newspaper:	
Attachments:			
Please initial one:			

Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

During the April 2, 2025 Regular Commission Meeting, Commissioner O'Rourke requested that the Commission be presented with information regarding the Town's Mayor and Commissioners voting process that has been utilized by the Town since 2010.

This change in the Town's voting process was a result of a Voting Rights Act lawsuit settlement between the United States Department of Justice (DOJ) and the Town. The resulting settlement discontinued the use of Town's current at-large method of electing the Town Mayor and Commissioners and required the use a "limited voting system" that began with the March 2010 Town elections.

The lawsuit, filed on March 31, 2009, in federal court in Miami, challenged the at-large method of electing the Lake Park Town Commission on the grounds that it dilutes the voting strength of African-American citizens in violation of Section 2 of the Voting Rights Act. At the time, Arican-Americans comprised over 38 percent of the Town's total citizen voting-age population and black voters were unsuccessful in electing their candidate of choice and no black candidate for the Commission had ever won an election since Lake Park was incorporated in 1923. (see attached)

Town Attorney Baird presented a memorandum to the Town Commission during the May 7, 2025 Regular Commission Meeting, which outlined the background to the DOJ settlement and voting process change, information related to a follow-up study by the DOJ in 2013, an understanding of the voting results provided under this new voting process and options (including conducting a study to determine if this process is still needed) and requirements to amend the voting process within the Town's Charter (which would include a special election).

<u>Note</u>: During the Commission's Regular Meeting on May 7, 2025, the Attorney presented the information within his memo (dated April 15, 2025) that generated significant discussion among the four (4) elected officials in attendance; however, direction on how to proceed regarding the options outlined within the Attorney's memo was not provided. Thus, staff is requesting the Town Commission to provide direction on how the Town Commission would like to proceed regarding the Town's voting process.

The process for changing the Town Charter is as follows:

Section 6. - Referendum.

The Town of Lake Park created by this Charter shall not be deemed incorporated under this act unless and until the question of the acceptance of this Charter shall have been submitted to a vote of the registered voters of the Town of Lake Park as presently constituted. If a majority of the registered voters voting at said election shall vote to accept this Charter, the Town of Lake Park shall be deemed incorporated under the terms of this Charter from the date of canvassing and declaring the result of said election. If a majority of the registered voters at said election shall vote not to accept this Charter, the Town of Lake Park shall not be incorporated under this act but shall remain incorporated under Chapter 9794, Special Laws of Florida, Acts of 1923, and amendments thereto.

The election for the referendum vote on this Charter shall be held within sixty (60) days after this act has been passed by the Legislature of the State of Florida, provided however, that if within ninety (90) days after passage of this act by the Legislature of the State of Florida, a general election of the Town of Lake Park shall be held, then this question shall be submitted to the voters of the Town at said general election.

Recommended Motion:

 $N\!/A$ – Direction is requested by the Town Commission on the potentially amending the Town's voting process.



Memo

То:	Richard Reade, Town Manager	
From:	Thomas J. Baird, Town Attorney	
Date:	April 15, 2025	
Subject:	Voting Process	

At the April 2, 2025 meeting of the Town Commission, Commissioner O'Rourke requested that the Commission be presented with information regarding the voting method the Town Commission implemented to settle a lawsuit brought against the Town by the Department of Justice (DOJ).

Background

In 2009, the Department of Justice (DOJ) filed a complaint in federal court alleging that the Town of Lake Park's (Town) at-large voting method of electing Commissioners, enhanced by the use of staggered terms, resulting in black citizens of the Town having less opportunity than white citizens to participate in the political process and elect candidates of choice in violation of §2 of the Voting Rights Act of 1965 (the Act). The basis of the DOJ complaint was the extensive research of election results it conducted, supported by interviews of black citizens, some of whom had been candidates for the office of Commissioner. Included within the factual allegations of the Complaint was that in two of the Town's elections, the at-large voting system set forth in the Town Charter worked against the two black candidates. The DOJ's complaint also relied upon the fact that since the Town's incorporation in 1923 no black candidate for the Commission had ever won an election.

The then Commission recognized that a defense of the Town would be prohibitively expensive, and was unlikely to be successful. Consequently, the then Commission believed it had little choice but to settle the action on terms dictated by the DOJ. The Town retained a law firm based in Washington, DC and this firm negotiated a settlement of the action based upon the options presented to the Commission. The DOJ presented the Commission with three options: (1) Single member districts drawn such that at least three of the districts contained a majority of black population. This option would have resulted in at least two incumbent Commissioners vacating their seats on the Commission; (2) The Limited Voting System, which is the system the Town currently uses; and (3) a cumulative voting system. Although the cumulative voting system was most appealing to the Commission, the then Supervisor of Elections, Susan Bucher, rejected it claiming that her office could not implement a system just for Lake Park. Consequently, Ms. Bucher advised the DOJ that this method of voting could not be an option. The Commission selected the Limited Voting

- EST
- 1924

April 15, 2025 Page 2

System and voted to enter into a Consent Judgment and Decree (Consent Judgement) with the United States of America. The Consent Judgement required the Town to amend its Charter to change its at-large voting system. The Consent Judgment was executed on October 26, 2009.

Elections Under the Limited Voting System

The first election under the Limited Voting System took place in 2010. No black individuals qualified to be candidates for this election. The 2013 election was the second election using the Limited Voting System. Again, no black candidates qualified for the four commission seats. Following the 2013 election, the Commission directed me to evaluate whether the Town could return to the at-large voting method.

The 2013 Study by Dr. Engstrom

Following the 2013 election, Dr. Richard Engstrom¹ was retained to study voting data. The contract was divided into two phases. In the first phase, Dr. Engstrom assessed whether, since 2009, the data he examined would indicate that racially polarized voting still existed in the Town. If not, then he would proceed to Phase 2 of the contract. Dr. Engstrom performed a statistical analysis of elections of the Commission in 2010 and 2013; the congressional elections during that same cycle; the Florida Senate Primary between Mack Bernard and Jeff Clemons; and the Florida House Primary between Bobby Powell, Natasha Wells, Charles Bantel and Evelyn Garcia. His conclusion was that racially polarized voting still existed in the Town. Dr. Engstrom was of the opinion that if the DOJ was presented with a change it would be unlikely to support a change from the Limited Voting System because the data would show that there was still racially polarized voting in the Town. Given the results of Phase I of the Dr. Engstrom study, Phase 2 was not pursued.

The DOJ Interview

As part of the 2013, I discussed the Commission's desire with Ernest McFarland, Esquire, that was employed by the DOJ and involved in the Town's case in 2009. As part of my dialogue with Attorney McFarland, we discussed a modification to the Limited Voting System. I did not communicate the research conducted by Dr. Engstrom to Attorney McFarland. He indicated that the Consent Judgement did not prohibit the Town from changing its voting method, but *cautioned* that if the Town changed its charter and returned to the At Large Voting System, this would not preclude someone from again alleging that the at large system results in black citizens having less of an opportunity to be elected. Mr. McFarland stated that if the DOJ received a complaint it would likely investigate it. Presumably, the DOJ part would collect data² as it did prior to filing its Complaint in 2009 and determine whether the data indicated that racially polarized voting was still occurring in the Town. Mr. McFarland noted that if this was the case, the DOJ would likely bring another action against the Town. Mr. McFarland indicated that absent a compliant, the DOJ would not necessarily initiate a new study if it learned that the Town had returned to the At Large Voting System. I attempted to contact Mr. McFarland again, but his email and phone contacts I have no longer work. I have no reason to believe that Mr. McFarland's comments would be any different today to what he advised me in 2013.

¹ Dr. Engstrom has testified as an expert witness in several DOJ voting rights cases.

² Dr. Engstrom collected the same type data in his 2013 study for the Town.

April 15, 2025 Page 3

The Last Four Town Commission Elections

In addition to the elections of 2010 and 2013, four other elections have been held under the Limited Voting System: 2016, 2019, 2022 and 2025. In 2016, like elections under this system in 2010 and 2013, no black candidates qualified for or were elected to the office of commissioner. But, in the elections for four commissioners in 2019 and 2022, Roger Michaud was the only black candidate to qualify for election to the seat of Commissioner. He was elected to the Commission as one of four commissioners under the Limited Voting System. In 2025, Michael Hensley and Judith Thomas were the only black candidates to qualify for the four commission seats. In a field of six seats, they both were elected as commissioners.

Conclusion

I attempted to contact Ernest McFarland at the DOJ. The email and phone number I had for him no longer work. The Based upon the results of the elections in 2019, 2022, and 2025, and without analyzing the data from those elections, it might be argued that after a slow start, the Limited Voting System has produced the result that was intended, i.e. the election of black commissioners. That black candidates have been elected under the Limited Voting System, may or may not be enough to factually conclude that racially polarized voting no longer exists in the Town's elections. The only way to "conclusively" address this issue would be to retain an expert to conduct another study. With or without a study, the Commission may conclude that it is appropriate to change the Charter to another voting system. Should the Commission determine that it is appropriate to proceed with an amendment to the Charter, a referendum must be conducted. Absent a special election, the earliest scheduled municipal election is March 10, 2026.

#6103016 v1 26508-00001

IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA WEST PALM BEACH DIVISION

THE UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v .)
)
TOWN OF LAKE PARK, FLORIDA, and)
COMMISSIONERS PATRICIA PLASKET-)
OSTERMAN, JEFF CAREY, ED DALY and)
KENDALL RUMSEY, in their official capacity)
as members of the Lake Park Town)
Commission, and DESCA DUBOIS, in her)
official capacity as Mayor of Lake Park.)
)
Defendants.)
	ì

CIVIL ACTION NO. 09-80507-MARRA

CONSENT JUDGMENT AND DECREE

The United States filed this action alleging that the current at-large method of electing the Commissioners for the Town of Lake Park (the "Commissioners"), enhanced by the use of staggered terms and designated posts, results in black citizens of the Town of Lake Park (the "Town") having less opportunity than white citizens to participate in the political process and elect candidates of choice in violation of Section 2 of the Voting Rights Act of 1965, as amended, 42 U.S.C. § 1973 ("Section 2"). The Court has jurisdiction of this action pursuant to 28 U.S.C. § 1345 and 42 U.S.C. § 1973j(f).

Item 7.

The parties, through counsel, have conferred extensively and agree that it is in the best interest of all parties that this lawsuit be resolved without the expense of protracted, costly and potentially divisive litigation. The parties share the goal that all future elections found.

potentially divisive litigation. The parties share the goal that all future elections for the Town's Commission are conducted under a method of election that allows the Town's black citizens the opportunity to elect their candidates of choice, in compliance with Section 2. Accordingly, the parties have entered into the following Consent Judgment and Decree (the "Decree") as an appropriate resolution of this civil action.

The parties stipulate as follows:

- Defendant Town of Lake Park (the "Town") is a municipal corporation in the State of Florida. The Town is located in Palm Beach County.
- 2. According to the 2000 U.S. Census, the Town has a total population of 8,721. Of this population, 4,256 (48%) are black. The Town's total black citizen voting age population is 38%. White voting age citizens comprise a fifty-three percent majority in the Town.
- 3. Defendants Patricia Plasket-Osterman, Jeff Carey, Ed Daly, and Kendall Rumsey are elected members of the Commission, a body established under the laws of the State of Florida and Article IV of the Charter for the Town. Defendant Desca Dubois, Mayor of Lake Park, serves as a fifth voting member of the Commission in legislative matters. All Defendants are sued only in their official capacity.
- 4. Lake Park's municipal form of government as set forth in its charter is "Commission-Manager." The elective offices are the Mayor and four Commissioners, each of whom are elected at-large to three-year staggered terms. The four Commissioners are

Item 7.

elected to Posts A, B, C, and D. Posts A and C have elections in the same year; Posts B and D are elected in the subsequent year.

- 5. Since Lake Park was incorporated in 1923, no black candidate for the Commission ever has won an election.
- 6. Were this matter to proceed to trial, the United States would prove using 2000 U.S. Census data that the black population of the Town of Lake Park is sufficiently numerous and geographically compact to constitute a majority of the voting-age population in as many as two reasonably compact voting districts under a hypothetical four-district plan. The parties therefore stipulate that the United States can establish the first <u>Thornburg</u> v. <u>Gingles</u> factor ("Gingles" factor) as to liability. 478 U.S. 30 (1986).
- 7. Were this matter to proceed to trial, the United States would prove, using statistical and non-statistical evidence, including analysis of the Town's past election returns and voting patterns, that the black population of Lake Park is politically cohesive, and that white persons vote sufficiently as a bloc to usually defeat the preferred candidate of black voters. The parties therefore stipulate that the United States can establish the second and third Gingles factors as to liability. 478 U.S. 30 (1986).
- 8. Defendants concede that there is a basis in both fact and law for believing that the current at-large method of electing Commissioners, under the totality of the circumstances, results in black citizens of the Town having less opportunity than other members of the electorate to participate in the political process and to elect representatives of their choice, in violation of Section 2.

3

- 9. The United States makes no claim of intent in this action. Proof of discriminatory intent is not necessary in proving a violation of Section 2 of the Voting Rights Act.
- 10. Defendants have agreed to discontinue the use of the current at-large method of electing the Commissioners, and, in place thereof, to adopt a limited voting plan that provides for the election of the Commissioners with concurrent terms. Under this limited voting plan, the voter may vote for only one candidate.
- Defendants have agreed to support and seek passage of an ordinance, to be drafted by the Commission that would adopt the limited voting method of election set forth by this Decree.

THEREFORE, with the consent of the parties, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

- The existing at-large method of electing the Commissioners of the Town of Lake Park, implemented in the totality of circumstances, results in a denial or abridgment of the right to vote on account of race or color in violation of Section 2 of the Voting Rights Act, 42 U.S.C. § 1973.
- 2. The current at-large method of electing the Commissioners is replaced by a limited voting plan providing for the election of four Commissioners with concurrent terms, in compliance with Section 2. Defendants shall adopt this revised election plan as follows:
 - a. Four Commissioners shall be elected in town-wide contests under concurrent terms.

- In such elections voters will be limited to casting a vote for only one candidate, in order to provide minority voters a reasonable opportunity to elect a candidate of their choice.
- c. The four candidates receiving the highest number of votes shall be elected to the Town Commission.
- 3. The schedule for implementing the new method of election shall be as follows:
 - a. On March 9, 2010, in the regularly scheduled municipal election, four
 Commissioners shall be elected. Candidates shall run for three-year terms.
 Thereafter, all Commission members shall be elected to concurrent three-year
 terms on the Town's regular municipal election date.
 - b. Candidates shall qualify as candidates with the Lake Park Town Clerk.
- 4. Defendants shall codify this Limited Voting election system for the Commission seats set forth in the Town Charter and Code of Ordinances.
- Except as inconsistent with or specifically altered by the terms of this Decree, all
 State and local laws shall continue to govern elections for the Commission.
- 6. Subsequent to the entry of this Decree, should Defendants or their successors desire to change or depart from the terms of the Decree, any such change, departure, or revision to the limited voting plan outlined in this Decree shall be made in compliance with Section 2 of the Voting Rights Act, and in accordance with constitutional standards.
- 7. This Court shall retain jurisdiction over this matter to enforce the provisions of the Decree and for such further relief as may be appropriate under the Voting Rights Act and the United States Constitution.

8. As between Defendants and the United States, each party shall bear all of its own

costs, expenses, and attorneys' fees in this case.

9. The Clerk shall CLOSE this case. ENTERED and ORDERED this 26 day of October 2009.

UNITED STATES DISTRICT JUDGE

Case 9:09-cv-80507-KAM Document 39 Entered on FLSD Docket 10/26/2009 Page 7 of 8

ltem 7.

We ask for this:

FOR THE UNITED STATES OF AMERICA:

THOMAS E. PEREZ Assistant Attorney General Civil Rights Division

JEFFREY H. SLOMAN Acting United States Attorney Southern District of Florida Veronica Harrell-James Assistant United States Attorney

CHRISTOPHER COATES Chief, Voting Section TIMOTHY F. MELLETT J. CHRISTIAN ADAMS VERONICA SEUNGWON JUNG ERNEST A. MCFARLAND Attorneys, Voting Section **Civil Rights Division** U.S. Department of Justice Room 7254-NWB 950 Pennsylvania Avenue Washington, D.C. 20530 (202) 616-4227 (phone) (202) 307-3961 (facsimile) J.christian.adams@usdoj.gov Veronica.jung@usdoj.gov Ernest.mcfarland@usdoj.gov

FOR THE TOWN OF LAKE PARK, COMMISSIONERS OF THE TOWN OF LAKE PARK IN THEIR OFFICIAL CAPACITY, AND MAYOR OF LAKE PARK IN HER OFFICIAL CAPACITY:

THOMAS J. BAIRD

THOMAS J. BAIRD, P.Á. 11891 U.S. Highway 1 Suite 100 North Palm Beach, FL 33408 (561) 625-4400 (phone) (561) 625-0610 (facsimile) tbaird@tjbairdlaw.com

ROBERT N. DRISCOLL BRIAN D. FREY Alston & Bird LLP 950 F Street, NW Washington DC 20004 (202) 756 3470 (direct) (703) 850 5058 (mobile) bob.driscoll@alston.com

MICHAEL K. GROGAN KORT PARDE Allen Norton & Blue, P.A. 800 West Monroe Street, Jacksonville, FL 32202 904-562-4480 (phone) 904-562-4499 (facsimile) mgrogan@anblaw.com



Agenda Request Form

Meeting Date:	May 21, 2025		
Originating Departmen	Public Works		
Agenda Title:	Discussion - Proposed Change to Town's Sanitation Schedule - Public Works Department		
Approved by Town Ma	nager: Date:		
Cost of Item:\$(0.00 Funding Source:		
Account Number:	Finance Signature:		
Advertised: Date:	Newspaper:		
	Proposed Change to Sanitation Schedule		
Please initial one:	es. I have notified everyone.		

JM Not applicable in this case

Summary Explanation/Background:

Due to a current staffing shortage within the Town's Sanitation Division (operating at approx. 50% capacity), the Public Works Department has identified an opportunity to revise the Town's sanitation collection schedule in an effort to identify and improve operational efficiency while preserving equipment and maintaining essential services.

The proposed schedule, if approved, would organize weekly sanitation services by waste type and equipment usage, limiting service overlap and equipment changeovers. This proposed change would introduce a streamlined structure that is expected to enhance predictability for both crews and residents, improve utilization of the grapple/clam and side-loader equipment and provide built-in recovery flexibility for delayed services.

The Public Works Department is requesting an opportunity to outline the proposed changes and potential improvements to the delivery and customer service for this important service.

If approved, the proposed changes would be included within 90-day pilot program, which will enable the Department to receive input from the community, the Commission and the Town's staff on whether this proposed change improves sanitation collection and improves the quality of life within our community.

<u>RECOMMENDATION</u>:

N/A – Discussion by the Town Commission and provide direction on a proposed new pilot program related to the proposed changes to the Town's sanitation collection schedule.

Proposed Sanitation Schedule Change: Enhancing Operational Efficiency Amid Staffing Constraints

Objective:

This revised sanitation schedule is designed to **maximize operational output** using available equipment and limited staffing, while enhancing **continuity of service** and **minimizing unnecessary mechanical strain** on key assets. The restructuring strategically sequences activities based on equipment type and crew capacity, enabling more predictable and efficient operations under current resource constraints.

Day	Service Activity	Target Area	Primary Equipment
	Regular Garbage	Town-wide	Side Loader
Monday	Vegetation Collection	North Side	Grapple/Clam
Tuesday	Vegetation Collection	South Side	Grapple/Clam
Wednesday	Bulk Pick-Ups	Town-wide	Grapple/Clam
Thursday	Special Pick-ups	Town-wide	Grapple/Clam
	Regular Garbage	Town - wide	Side Loader
Friday	Recycling Collection	Town-wide	Automated Side Loader (Recycling Vehicle)

Proposed Weekly Sanitation Schedule:

Rationale for the New Schedule:

1. Optimized Use of Limited Staff:

- The Town's Sanitation Division is currently operating with only 50% of its required staffing. This new schedule reduces daily service variety, allowing the available crew to concentrate on a single debris type per day.
- By organizing the week by waste type and equipment, the schedule helps prevent fragmentation of duties and limits physical burnout among the small team.
- 2. Effective Deployment of Specialized Equipment:
 - With the addition of a support member assigned to Grapple/Clam operations, the schedule consolidates all Grapple/Clam-dependent activities (vegetation and bulk pick-up) into consecutive days. This enables smoother transitions and ensures that mechanical resources are used to their full potential.

3. Built-In Service Continuity:

- Should a collection be delayed (e.g., vegetation on Tuesday), the Wednesday bulk pick-up window provides a logical extension without requiring rerouting or reallocation. This is critical under current manpower limitations where same-day recovery is often not feasible.
- 4. Reduced Equipment Cycling and Downtime:
 - Limiting unnecessary switchovers between equipment types on the same day significantly reduces wear on loaders, hydraulic systems, and Grapple/Clam arms. This extends the life expectancy of capital equipment and allows for more predictable maintenance planning.
- 5. Streamlined Communication and Field Execution:
 - A clear and consistent weekly plan improves crew coordination and enables better public communication. Residents will benefit from predictability, and the team will operate with improved clarity and morale.

Conclusion & Recommendation:

Given the current staffing shortage, this schedule represents a **strategic operational response** that maximizes productivity without increasing strain on personnel or assets. It improves workflow logic, enhances the effectiveness of the Grapple/Clam-support arrangement, and provides **flexibility for service completion** when interruptions occur.

I recommend implementation as a **90-day pilot program**, with **weekly progress tracking** and the opportunity for feedback-based adjustments. The proposal also aligns with broader goals of **fleet preservation**, **workflow standardization**, and **responsible resource use** under constrained conditions.