



Lake Park Town Commission, Florida

Regular Commission Meeting Agenda

Wednesday, December 07, 2022 at 6:30 PM

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
Mary Beth Taylor	—	Commissioner
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION/REPORT:

- 1. Presentation on the Public Works Two-way Radio System**
- 2. Little Free Library Presentation**

PUBLIC COMMENT:

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

CONSENT AGENDA:

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

- [3.](#) October 8, 2022 Public Workshop on the Bert Bostrom Park Green Infrastructure (GI) Project
- [4.](#) November 2, 2022 Regular Commission Meeting Minutes
- [5.](#) November 16, 2022 Regular Commission Meeting Minutes
- [6.](#) Annual Plan of Service for the Library
- [7.](#) Resolution 84-12-22 of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Mayor to Execute an Agreement with Advanced Plumbing Technologies, LLC, for Stormwater Pipe Rehabilitation and Other Related Services.
- [8.](#) Resolution 85-12-22 Canceling the December 21, 2022 Regular Commission Meeting.
- [9.](#) Resolution 87-12-22 Fiscal Year 2021/2022 Final Budget Adjustments

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION):

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

[10.](#) **ORDINANCE 14-2022**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V OF THE TOWN OF LAKE PARK'S CODE OF ORDINANCES BY REPEALING SECTION 78-151, ENTITLED "HOME OCCUPATIONS" AND REPLACING IT WITH A NEW SECTION 78-151 ENTITLED "HOME-BASED BUSINESSES"; PROVIDING FOR THE AMENDMENT OF TABLE 78-1 CONTAINED IN CHAPTER 78, ARTICLE III, SECTION 78-70 AND SECTION 78-78 OF THE TOWN OF LAKE PARK'S CODE OF ORDINANCES TO DELETE THE TERM HOME OCCUPATIONS AND REPLACING IT WITH THE TERM HOME-BASED BUSINESSES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

OLD BUSINESS:

NEW BUSINESS:

- [11.](#) Resolution 86-12-22 of the Town Commission of the Town of Lake Park , Florida, authorizing and directing the Town Manager to execute an agreement with DocuSign, Inc., for annual support and usage. DocuSign is used to eliminate paper based processes by utilizing electronic workflow and electronic forms.
- [12.](#) Tennis and Pickleball Program Discussion

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.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on January 4, 2023.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 7, 2022

Originating Department: Public Works

Agenda Title: Presentation on the Public Works Two-way Radio System

Approved by Town Manager: Bambi McKibbon-Turner **Date:** 12-01-22

Cost of Item: N/A **Funding Source:** N/A

Account Number: N/A **Finance Signature:** _____

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

Attachments: 1. Agenda Request Form (ARF)
2. PowerPoint Presentation on the PW Two-Way Radio System
3. Agreement between the Town and LodeStar Tower (Resolution 51-08-22)

Please initial one:

Yes, I have notified everyone

MA

Not applicable in this case

Summary Explanation/Background:

The Town, through its Public Works Department (the "Department") provides public services and operates and maintains sanitation and stormwater utilities in addition to multiple publicly owned facilities, grounds and parks, supporting infrastructure and vehicle assets. In order to facilitate effective and efficient service delivery operations for residents and businesses, the Department requires and utilizes a Very-High Frequency-based (VHF) two-way radio system (the System).

The System facilitates real-time communication between the various Public Works work teams in the field, Division Foreman and Department Managers to ensure efficient workforce asset utilization, equipment and work assignments, and emergency management operations.

Furthermore, the Two-Way Radio System is the most widely-use system across both public and private organizations in the defense, emergency management, and public works sectors.

At the request of the Town Commission, the Department has prepared a brief presentation **(Attachment 2)** on the history, uses, and benefits of the Department of Public Works' Two-Way Radio System.

Recommended Motion:

There is no motion associated with this Agenda Item. For information and discussion purposes only.

Presentation on the Two-Way Radio System in Use by the Department of Public Works

Roberto Travieso

Department of Public Works



Background



- Two-way Radio technology has been in use with the Town's PD, FD, and PWD since at least 1982 (40+ years)
- System relies on a combination of a repeater and an VHF antenna mounted at the highest possible height in the area of service for maximum range (~40 miles radius)
- The Town transitioned from Motorola to Kenwood brand in 1992
- Around 2003, PD and FD had been privatized, making PW the sole user of the technology in the Town

Background (Cont.)



- PWV inherited all associated hardware/equipment and soon after, surplused all extraneous equipment
- Current repeater was last replaced in 2014 and the antenna was repaired in 2018
- Public Works Dept (PVD) requires two-way radio communication to facilitate operations
- Current primary system user in the field is the PW Sanitation Division

Background (Cont.)



- Town currently leases cell tower space on a communications tower, located at **630 Old Dixie Highway**
- Annual leasing cost for cell tower space is **\$12,413.00.**
- Current contract was renewed by the Town Commission on 8/24/2022 for a period of two (2) five-year terms (120 months)



Current Inventory



- Handheld: **22 EA**
- Truck-Mounted: **35 EA**
- Base Stations: **1 EA**

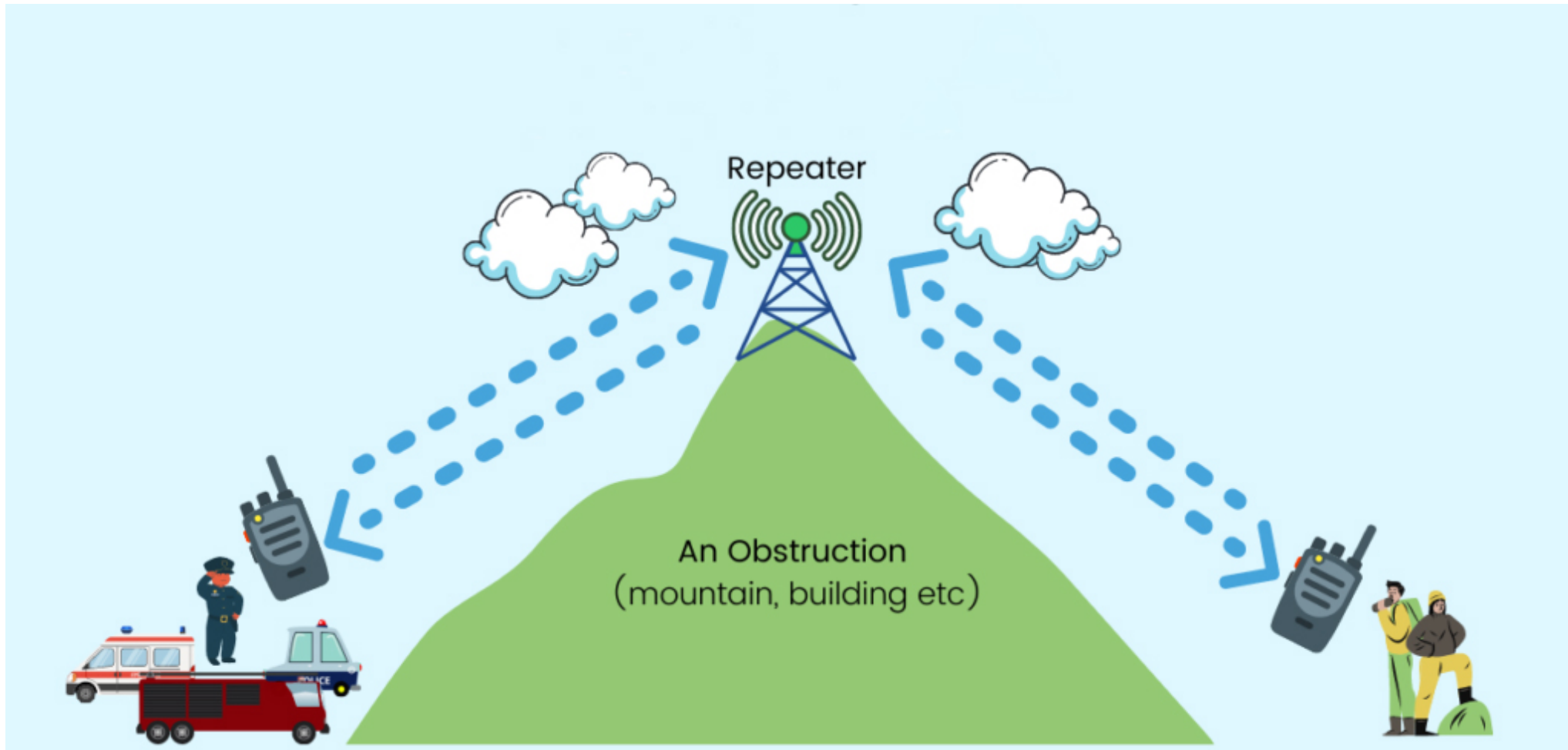


Limitations



- Coverage area limited to ~40 miles:
 - To the North: Fort Pierce
 - To the South: City of Boynton Beach)
- Equipment is nearing End of Life for Technical Support and Parts Availability
- Most useful during emergency operations
- Availability of other technologies, I.e. Cellphone, digital radio (\$\$\$\$), etc.

How a Repeater Works





Discussion/Questions

RESOLUTION NO. 51-08-22

A RESOLUTION OF THE TOWN COMMISSION OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE FIRST AMENDMENT BETWEEN THE TOWN OF LAKE PARK AND LODESTAR TOWER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Whereas Lodestar Tower North Palm Beach Inc. maintains a license to operate a Telecommunication Tower in the Town of Lake Park located at 630 Old Dixie Hwy; and

Whereas the Town's Public Works Department leases space on the tower for the Department's Radio communications system; and

Whereas the Town Commission determines the license agreement to be in the best interests of the Town to renew such license agreement for an additional five-year term commencing on September 1, 2022 (the Commencement Date) Term, the Term of the License Agreement shall continue for a period of five years (the Extension Term) Commencement Date; and

Whereas the parties agree to two (2) renewal terms of five years (each an Additional Renewal Term). Following the Extension Term, the License Agreement shall automatically renew for each successive Additional Renewal Term unless either Party notifies the other in writing of its intention not to renew the Agreement at least one hundred eighty (180) days prior to the end of the then existing term.

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

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

Section 2. The Town Commission authorizes and directs the Mayor to execute First Amendment to the License Agreement.


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

The foregoing Resolution was offered by Commissioner Michawel, who moved its adoption. The motion was seconded by Vice-Mayor Glas-Castro, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>✓</u>	<u> </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>✓</u>	<u> </u>
COMMISSIONER JOHN LINDEN	<u> </u>	<u>✓</u>
COMMISSIONER ROGER MICHAUD	<u>✓</u>	<u> </u>
COMMISSIONER MARY BETH TAYLOR	<u>✓</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution No. 51-08-22 duly passed and adopted this 24th day of August, 2022.


TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment (the "First Amendment") to the License Agreement (the "License Agreement") is made and entered into as of the latter signature date hereof, by and between American Tower Asset Sub, LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the "Licensor") and the Town of Lake Park, FL, a municipal corporation (the "Town") (collectively, the "Parties").

RECITALS

WHEREAS, on March 23, 2007, the Town of Lake Park entered a License Agreement with Lodestar Tower North Palm Beach, Inc. (Lodestar); and

WHEREAS, American Tower Asset Sub, LLC, is the successor in interest to the License Agreement between the Town and Lodestar; and

WHEREAS, Licensor owns a certain communications tower on a certain parcel of land located at 630 Old Dixie Hwy. Lake Park, Florida 33403-2321 more commonly known to Licensor as the Lake Park FL1, FL tower site (the "Tower Facility"); and

WHEREAS, Licensor and the Town entered into the License Agreement for the approved use of a certain portion of the Tower Facility as set forth therein (a copy of the original License Agreement is attached hereto as Exhibit Z and incorporated herein); and

WHEREAS, the original License Agreement provided for an Initial Term of one year commencing on September 1, 2006, and for three Renewal Terms of five years, the last renewal term having the effect of extending the Term of the License Agreement until September 1, 2022; and

WHEREAS, the Parties hereby agree to modify the terms of the License Agreement to extend the Term and to add Renewal Terms; and

WHEREAS, the Parties have agreed that all terms and conditions as set forth in the original License Agreement shall continue to be applicable, except to the extent modified herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) The Parties agree that the Recitals set forth in this First Amendment shall be incorporated herein.
- 2) The Parties agree that an extension of the Initial Term, including its Renewal Terms (the Extension Term) shall have commenced as of September 1, 2022 (the

“Extension Term Commencement Date”). The Extension Term shall continue for a period of five (5) years.

- 3) The Parties agree to add two (2) renewal terms of five years each (each an “Additional Renewal Term”) to follow successively the end of the Extension Term. Following the end of the Extension Term, the License Agreement shall automatically renew for each successive Additional Renewal Term unless either Party notifies the other in writing of its intention not to renew this License Agreement at least 180 days prior to the end of the then existing term.
- 4) As of September 1, 2022, the Monthly License Fee to be paid shall be increased and shall total \$1,030.16 per month (the “Modified License Fee”). The Modified License Fee shall be adjusted pursuant to the Annual Escalator as set forth in section 5 of this First Amendment. The Modified License Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 5) Effective upon September 1, 2023, and each annual anniversary thereafter during the Term and any Additional Renewal Terms, the Modified License Fee established hereinabove shall be increased by four percent (4 %) (“Annual Escalator”).
- 6) Licensor and Licensee agree and acknowledge that all future payments of the Monthly License Fee shall be made to the Licensor at the following remittance address:

SpectraSite Communications, LLC
29641 Network Place
Chicago, IL 60673-1296
Attn: Property Management
- 7) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the License Agreement.
- 8) All other terms and provisions of the License Agreement not modified herein shall remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Licensor Site Name/Number: Lake Park FL 1 / 302758

Licensor Contract Number: 226721

Licensee Site Name/Number: Lake Park FL 1 / 302758

IN WITNESS WHEREOF, the Parties hereto have set their hands to this First Amendment to that certain License Agreement as of the day and year written below:

LICENSEE:

Town of Lake Park, FL, a
municipal corporation of the state
of Florida

LICENSOR:

American Tower Asset Sub LLC, a
Delaware limited liability company

By: Name: Michael O'RourkeTitle: MayorDate: August 24, 2022By: Name: Daniel BroeTitle: VP-LegalDate: 8/29/2022

Licensors Site Name/Number: Lake Park FL 1 / 302758
Licensors Contract Number: 226721
Licensee Site Name/Number: Lake Park FL 1 / 302758

Item 1.

Exhibit Z

License Agreement

RESOLUTION NO. 06-01-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LICENSE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND LODESTAR TOWER NORTH PALM BEACH INC., A DELAWARE CORPORATION DOING BUSINESS WITHIN THE STATE OF FLORIDA, FOR THE INSTALLATION, OPERATION, MAINTENANCE AND REPAIR OF THE TOWN'S COMMUNICATIONS FACILITY, INCLUDING THE TOWN'S ANTENNA STRUCTURE, CONDUIT, CABLING, PIPES, AND RELATED EQUIPMENT FOR THE TOWN'S COMMUNICATION FACILITY ON THE AMERICAN TOWER SITE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town will be dismantling the existing communications tower at Town's Public Works Facility located at 640 Old Dixie Highway in order to make way for the new telecommunications tower to be constructed by Nextel South Corp. and therefore the Town must relocate its communications system and two way radio transmitting equipment to the nearby American Tower Site; and

WHEREAS, the Town desires to enter into a license agreement ("Agreement") with Lodestar Tower North Palm Beach Inc., for space on the American Tower located at 1115 Old Dixie Highway, West Palm Beach, for the installation, maintenance, repair and operation of the Town's communication facility at a rate of \$550.00 per month for an initial term of one (1) year. A copy of the Agreement is attached hereto as **Exhibit "A"**.

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

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

Section 2. The Mayor is hereby authorized and directed to execute the Agreement between the Town of Lake Park and Lodestar Tower North Palm Beach Inc., a copy of which is attached hereto as **Exhibit "A"**.

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

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

	AYE	NAY
MAYOR PAUL W. CASTRO	<u>X</u>	<u> </u>
VICE-MAYOR ED DALY	<u>X</u>	<u> </u>
COMMISSIONER CHUCK BALIUS	<u>X</u>	<u> </u>
COMMISSIONER JEFF CAREY	<u>X</u>	<u> </u>
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution NO. 06-01-07 duly passed and adopted this 21 day of March, 2007.

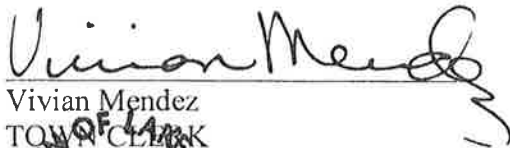
TOWN OF LAKE PARK, FLORIDA

BY:



PAUL W. CASTRO
MAYOR

ATTEST:




Vivian Mendez
TOWN CLERK



Approved as to form and legal sufficiency:

BY:



THOMAS J. BAIRD
TOWN ATTORNEY

LICENSE AGREEMENT
Licensor Contract No: _____

This LICENSE AGREEMENT ("Agreement") made this 23rd day of March, 2007, ("Effective Date") by and between Lodestar Tower North Palm Beach, Inc., a Delaware corporation, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("Licensor") and the Town of Lake Park, with its primary place of business located at 535 Park Avenue, Lake Park, FL 33403 ("Licensee"). The attached Terms and Conditions are incorporated herein by this reference.

TOWER SITE INFORMATION:

Site Name: Lake Park FL 1, FL
Site Number: 302758
Address and/or location of Tower Site: 1115 Old Dixie Hwy, West Palm Beach, FL 33403
Coordinates: Lat. 26-48-0 N / Long. 80-4-32 W

NOTICE & EMERGENCY CONTACTS:

- Licensee's local emergency contact (name and number): Public Works Director / 561-881-3345.
- Licensor's local emergency contact (name and number): Network Operations Communications Center (800) 830-3365.
- Notices to Licensee shall be sent to 640 Old Dixie Highway, Lake Park, Florida 33403 to the attention of the Public Works Director with a copy to the Town Manager at 535 Park Avenue, Lake Park, Florida 33403.
- Notices to Licensor shall be sent to the address above to the attention of Contracts Manager.
- Licensor's Remittance Address: SpectraSite Communications, Inc., P. O. Box 751760, Charlotte, NC 28275-1760, Attn: Property Management

APPROVED USE OF TOWER SITE BY LICENSEE:

Transmitting frequencies: 151.01000 MHZ Receiving frequencies: 156.12000 MHZ
Antenna mount height on tower: n/a (See Exhibit A for specific location description)
All other permitted use of the Tower Site including, without limitation, Licensee's Approved Equipment (as defined in Section 1 herein), frequencies, channels and the identification and location of the Licensed Premises (as defined in Section 1 herein) at the Tower Site are described in Exhibits A and B, are incorporated herein by reference and made a part hereof.

FEES & TERM

The "Monthly License Fee" shall be Five Hundred Fifty and 00/100 Dollars (\$550.00), adjusted on the anniversary of the Commencement Date of this Agreement and on each anniversary thereafter during the Initial Term and during any Renewal Terms by the "Annual Escalator". The Annual Escalator shall be four percent (4%) per year.

The "Application Fee" shall be: N/A

The "Site Inspection Fee" shall be: One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for future modifications to Licensee's Approved Equipment, as adjusted annually by a percentage rate increase equal to the Annual Escalator.

Initial Term: The "Initial Term" of this Agreement shall be for a period of one (1) year beginning on the Commencement Date. Subject to Section 1, the "Commencement Date" shall be defined as September 1, 2006.

Renewal Terms: The "Renewal Terms" of this Agreement shall be three (3) additional periods of five (5) years each.

Electricity for operation of Approved Equipment is to be provided by (check one):

- ☐ Licensor at the monthly rate of \$_____, adjusted annually by the Annual Escalator and subject to Sections 3 & 5 OR
☐ Licensor, with such being included in the Monthly License Fee and subject to Sections 3 & 5, OR
☒ Licensee, at its sole expense.

OTHER PROVISIONS:

Other provisions: (check one): ☐ None ☒ As listed below:

- a) The parties acknowledge that space at this Tower Site was previously licensed by and between Lodestar Tower North Palm Beach, Inc. and Town of Lake Park under the terms and conditions of that certain License Agreement dated July 26, 1997 (Licensor Contract #SSI30276) ("Terminated License"). Licensor and Licensee, hereby irrevocably agree to terminate their respective rights and obligations under the Terminated License effective as of the Commencement Date of this Agreement and the terms and conditions of this Agreement shall be the sole instrument governing the license of space by Licensee at this Tower Site.

[SIGNATURES ARE ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first above-written; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

Signed, sealed and delivered in the presence of:

Witness

Witness

Agreed to and accepted by:

LICENSOR:

Lodestar Tower North Palm Beach, Inc., a
Delaware corporation

By:

Name: Richard Rossi

Title: Director, Contract Management

Date: 3-23-07

Signed, sealed and delivered in the presence of:

Witness

Witness

Agreed to and accepted by:

LICENSEE:

Town of Lake Park, FL,
a municipal corporation

By:

Name: Paul Castro

Title: Mayor

Date: March 21, 2007

TERMS AND CONDITIONS

1. **GRANT OF LICENSE.** Licensors hereby agrees to license to Licensee space for the housing, installation and operation of the communications equipment specifically described in Exhibit A attached hereto ("Approved Equipment") with the location of such Approved Equipment being more specifically described in Exhibits A and B ("Licensed Premises") at the communications tower, antenna structure or rooftop facility described in the Tower Site Information section on page 1 ("Tower Site"). All Approved Equipment shall be and remain Licensee's personal property. Licensors shall maintain the communication facility located on the Tower Site in good condition and in a manner which will not disturb Licensee's reasonable use of the Licensed Premises. Licensee shall also have a right to: (i) install and maintain wires, cables, conduits and pipes either within, over, under or along the Tower Site; and (ii) to use any specific right of way for access to the Tower Site, each at locations mutually agreed upon by Licensors and Licensee. In the event any public utility is unable to use the existing right-of-way, Licensors agrees to grant an additional right-of-way at the Tower Site either to Licensee or to the public utility at no cost to Licensee to the extent permitted under the Ground Lease at a location acceptable to the Licensors. Licensee shall be solely and directly responsible for any and all damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Site. Licensee shall have the right of access to the Licensed Premises 24 hours per day, 7 days per week, to the extent permitted under the Ground Lease. Licensee shall be responsible for ensuring that Licensors has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the access codes to the Tower Site.
2. **EXHIBITS.** In the event of inconsistency or discrepancy between Exhibit A and Exhibit B hereto, Exhibit A shall govern. If Exhibit B is not approved by Licensors and/or is not attached to this Agreement within thirty (30) days following the Effective Date, then Exhibit A shall govern. Any such inconsistency or discrepancy between Exhibits A and B as set forth in the foregoing sentence shall be deemed a material default by Licensee hereunder. Pursuant to Section 9, below, an amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's Approved Equipment to which Licensors has given its written consent ("Amendment") which shall update Exhibits A and B hereto. Within forty-five (45) days following the commencement of installation of any additional Approved Equipment, Licensee shall provide Licensors with as-built drawings or construction drawings of the additional Approved Equipment as installed in both hard copy and electronic form ("Construction Drawings"), such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Site. Upon receipt, Licensors shall insert hereto the Construction Drawings as Exhibit C to the Amendment. In the event that Licensee fails to deliver the Construction Drawings as required by this section, Licensors may cause such Construction Drawings to be prepared on behalf of Licensee and Licensors shall assess a fee for such Construction Drawings, which upon invoice shall be due and payable within thirty (30) days. In the event of inconsistency or discrepancy between Exhibit A to the Amendment (with respect to Approved Equipment and antenna locations) together with Exhibit B to the Amendment (with respect to ground space installation locations) and Exhibit C to the Amendment hereto, Exhibits A and B to the Amendment shall govern, notwithstanding any approval or signature by Licensors or its employees.
3. **LICENSE FEES; TAXES; ASSESSMENTS.** The Monthly License Fee, as adjusted by the applicable Annual Escalator, shall be payable in advance on the first day of each calendar month beginning upon the Commencement Date. If the Commencement Date is not the first day of a calendar month, the Monthly License Fee for the first partial month shall be prorated on a daily basis. The Monthly License Fee for any last partial month in the term of this Agreement shall also be prorated on a daily basis. Licensee shall be solely responsible for all utility charges directly attributable to the Approved Equipment, except as otherwise provided on page 1 of this Agreement. Licensors shall be responsible for the payment of any applicable taxes or governmental assessments against the Tower Site or personal property and improvements thereon owned and maintained by Licensors. Licensee shall be responsible for the payment of any applicable taxes, fees or governmental assessments against any equipment, personal property and/or improvements owned, leased or operated by Licensee or directly associated with Licensee's use of the Licensed Premises. Licensee agrees to pay or reimburse Licensors for any and all taxes, fees, or other costs and expenses assessed upon or paid by Licensors to the United States Forest Service or Bureau of Land Management attributable to Licensee's Approved Equipment, Licensee's use of or Licensee's presence at the Tower Site. All payments due under this Agreement shall be made to Licensors at c/o American Tower Corporation, Dept. 5305, P.O. Box 30000, Hartford, CT, 06150-5305 or such other address as Licensors may notify Licensee of in writing and/or upon such invoice.
4. **TERM.** The Initial Term of this Agreement shall be as specified on page 1. This Agreement shall automatically be renewed for the Renewal Terms, if any, also stated on page 1 unless either Party gives to the other ninety (90) days written notice of termination prior to the expiration of the then-current term. Upon expiration, cancellation or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee from the Licensed Premises at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Premises in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within 10 days of the occurrence of such damage. In the event that Licensors's right to license space

to Licensee at the Tower Site is subject to a right of first refusal for the benefit of a third party or consent from the underlying lessor of the Ground Lease, Licensors shall reserve the right to terminate this Agreement in the event that such third party fails to refuse, consent or waive (or is deemed to have refused or waived) such right or consent.

5. **COMMON EXPENSES; UTILITIES.** Licensee shall reimburse Licensors for Licensee's pro-rata share of costs and expenses incurred by Licensors for the maintenance, repair and replacement of common facilities at the Tower Site including, without limitation, damage to fences, gates, access roads, and the tower structure. Notwithstanding the foregoing, the cost and expenses associated with any damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the tower structure. In the event that Licensee also licenses space within a building or shelter owned by the Licensors on the Tower Site, Licensee shall also reimburse Licensors for its pro-rata share of all common expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, and common utility expenses. In the event that Licensee is connected to a generator or back-up power supply owned by the Licensors, Licensee shall also reimburse Licensors for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses and replacement. For the purposes of this section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Tower Site on the first day of the month in which an invoice is mailed to Licensee. Licensee shall reimburse Licensors for common expenses within thirty (30) days following receipt of an invoice from Licensors. Licensors and/or Licensee shall be responsible for the utility costs associated with the operation of Licensee's Approved equipment as set forth on page 1; provided, however, that (a) in no event shall Licensors provide Licensee with telephone service; and (b) in the event that Licensors provides access to electricity or utilities to Licensee for a fixed fee or inclusive in the Monthly License Fee, Licensors reserves the right to reasonably increase such fees based on any change in equipment or increased power requirements by Licensee.
6. **INSTALLATION BY LICENSOR.** Intentionally omitted.
7. **SITE INSPECTION.** Not less than ten (10) days prior to any subsequent modifications to Licensee's Approved Equipment, or the installation of any additional Approved Equipment, Licensee shall pay Licensors a Site Inspection Fee. In the event that Licensors installs Licensee's Approved Equipment, Licensors shall waive the Site Inspection Fee with respect to such installation. The Site Inspection Fee shall be waived for the Approved Equipment listed on Exhibit A that was installed at the Tower Site prior to the Effective Date of this Agreement.
8. **LABELING.** Licensee shall identify its equipment and equipment cabinets (unless such cabinet is located in a building owned by Licensee) with labels permanently affixed thereto and stating Licensee's name, contact phone number, and installation date. Licensee's coaxial cables shall be labeled at both the top and bottom of the tower structure. **Should Licensee fail to so identify its equipment within ten (10) days following receipt of written notice from Licensors, Licensors may, in its sole discretion, interrupt Licensee's operations at the Tower Site and may, in its sole discretion, consider Licensee in default of this Agreement.** In addition, should Licensee fail to label its equipment as required by this section, Licensors may label Licensee's equipment and assess against Licensee a fee of one thousand five hundred dollars (\$1,500.00), as adjusted annually by a percentage rate increase equal to the Annual Escalator, which upon invoice shall be due and payable within thirty (30) days.
9. **WORK; ALTERATIONS; STRUCTURAL ANALYSIS & MODIFICATIONS.** Licensee agrees that all of Licensee's property installed and/or to be installed upon the Tower Site and all frequencies utilized by Licensee pursuant to this Agreement will be in exact accordance with that specified in Exhibit A attached hereto. Licensee shall submit to Licensors detailed plans and specifications accurately describing all aspects of the proposed work to be performed including, without limitation, weight and wind load requirements and power supply requirements and evidence that Licensee has obtained all approvals, permits and consents required by, and has otherwise complied with, all legal requirements applicable to the performance of the Work. Licensee agrees that it will not install or make any alterations or additions to the Approved Equipment without the prior written consent of Licensors, hereinafter referred to as a Notice to Proceed (NTP), to be obtained in all cases. An amendment to Exhibit A to this Agreement shall be prepared to reflect each addition or modification to Licensee's equipment from time to time to which Licensors has given its written consent. Any and all work at the Tower Site shall be performed in accordance with the foregoing standards and by qualified contractors approved of in advance by Licensors (which approval of contractors shall not be unreasonably withheld, except as otherwise provided in the following sentence). Licensors reserves the right, in its sole discretion, to refuse to permit any person or company to climb any tower structure at the Tower Site. Such contractors shall have valid and current worker's compensation and general liability insurance certificates on file with Licensors, naming Licensors as an additional insured and which otherwise satisfy the insurance coverage requirements described in Section 14 of this Agreement. Licensee shall indemnify, defend and hold harmless Licensors from and against any and all costs, claims, causes of action and liabilities of every nature and kind arising out of the acts and omissions of Licensee, its employees and agents or Licensee's contractors or subcontractors. At its sole election, Licensors may, in its sole but reasonable judgment, perform or cause to be performed a structural analysis to determine the availability of capacity at the Tower Site for the installation or modification of any Approved Equipment and/or

additional equipment at the Licensed Premises by Licensee. Nothing herein shall prevent Licensee from performing such analysis for its own account; *provided, however*, that Licensor shall approve such vendor in Licensor's sole discretion and Licensee shall provide a complete copy of any structural analysis that it performs to Licensor at no cost to Licensor no more than thirty (30) days following the completion of that analysis. If Licensor performs such an analysis or causes one to be performed, Licensee agrees promptly to reimburse Licensor for all reasonable costs and expenses incurred by Licensor or Licensor's vendor in the performance of such structural analysis within thirty (30) days following receipt of an invoice from Licensor. In the event a structural analysis is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee's Approved Equipment, and such analysis indicates that the existing tower structure can not structurally accommodate the proposed installation of Licensee's Approved Equipment thereon, Licensor or Licensee may terminate this Agreement upon written notice at any time prior to the commencement of Licensee's installation. With respect to any permitted structural modifications to the Tower or upgrade of utilities by Licensee that are approved by Licensor, Licensor reserves the right to simultaneously upgrade the tower structure or utilities in excess of the modification required to accommodate Licensee's Approved Equipment in order to increase capacity ("Excess Upgrade"); *provided*, however, that Licensor shall be solely responsible for the costs associated with such Excess Upgrade. Prior to the Commencement Date and/or prior to any Licensee-requested installation or modification Licensor may elect to perform a shared site interference study ("SSIS") and Licensee shall pay Licensor a fee of one thousand six hundred dollars (\$1,600) per study, as adjusted annually by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time of Licensee's application or immediately upon a determination by Licensor that a SSIS is required. Licensor's performance of the SSIS shall in no way constitute a warranty or representation from Licensor that Licensee's proposed operations from the Tower Site will not suffer or cause interference with other users, but shall merely be a customary report intended to assist in the prevention of potential interference.

10. RF INTERFERENCE.

(a) *Interference with a Pre-Existing Use.* Licensee's use of the Tower Site and its operation of all of its Approved Equipment thereon (including any subsequent modification or alteration thereto) shall be conducted in a manner that does not interfere electrically, or in any other manner whatsoever with any then pre-existing use of the Tower Site by Licensor or other users of the Tower Site ("Pre-Existing Use"). In the event that any Pre-Existing Use experiences interference caused by Licensee or Licensee's Approved Equipment (including any subsequent modification or alteration thereto), Licensee shall be notified in writing of such interference and Licensee shall power down its equipment and/or cease operations in order to correct and eliminate such interference within seventy-two (72) hours after Licensee's receipt of such notice. If Licensee does not cease all interfering operation within such seventy-two (72) hour period, Licensor shall have the right to disconnect Licensee's Equipment until such time as Licensee can affect repairs to the interfering Approved Equipment. If Licensee is unable to eliminate the interference, or reduce it to a level acceptable to the affected user of the Pre-Existing Use, within a period of thirty (30) days following such initial notice (provided that during such 30 day period, Licensee may operate its equipment intermittently during off-peak hours for testing purposes only), then Licensor may, in addition to any other rights it may have for Licensee's breach hereof, terminate this Agreement. In the event that Licensee is notified of any interference experienced by a Pre-Existing Use on the Tower Site alleged to be caused by Licensee's operations thereon, Licensee shall be obligated to perform whatever actions are necessary, at Licensee's sole cost and expense, to eliminate such interference and shall not be released from its obligation to continue to pay the Monthly Licensee Fee during any period that Licensee can not operate from the Tower Site pursuant to this Section 10.

(b) *Interference by a Subsequent Use.* Licensor agrees that Licensor and Licensor's customers' use of the Tower Site whose equipment is installed or modified subsequent to the Licensee's then-current operation of Licensee's Approved Equipment thereon ("Subsequent Use") shall not, interfere with Licensee's then-current permitted operations. In the event that Licensee experiences interference caused by any Subsequent Use, Licensee shall notify Licensor in writing of such interference and Licensor shall, or shall cause the operator of the interfering Subsequent Use, to power down its equipment and/or cease operations in order to correct and eliminate such interference within seventy-two (72) hours after Licensor's receipt of such notice. If such Subsequent Use is unable to operate without causing such interference, or if such interference is not reduced to a level acceptable to Licensee, within a period of thirty (30) days (provided that during such 30 day period the Subsequent Use may be operated intermittently during off-peak hours for testing purposes only), then Licensee may, in addition to any other rights it may have for Licensor's breach hereof, terminate this Agreement. In the event that Licensor is notified of any interference experienced by Licensee alleged to be caused by a Subsequent Use on the Tower Site, Licensor shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary, at no cost or expense to Licensee, to eliminate such interference. For the purposes of establishing the rights and obligations under this Section 10, the Parties agree that Licensee's Approved Equipment has been in operation at the Tower Site prior to the Effective Date of this Agreement.

(c) *Interference with Lighting and Building Systems and Building Tenants.* In no event shall Licensee's use of the Tower Site, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of the Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for any and all costs required to modify and/or upgrade Licensor's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.

(d) *No Illegal, Unpermitted Use or Unlicensed Frequency Protection.* Notwithstanding anything to the contrary herein, Licensee shall not illegally transmit on any frequency, transmit on a channel or frequency not specified in Exhibit A attached hereto, operate at variance from the specifications in its FCC license or the FCC's rules governing Licensee's operation of its Approved Equipment, and Licensor shall not provide any protection to Licensee from interference from parties who are not Licensor's tenants at the Tower Site. Nothing in this Section 10 shall be deemed or interpreted to provide any protection to Licensee from any form of interference from any person in the event that Licensee is operating on any unlicensed frequency spectrum or pursuant to FCC Part 15.

11. **SITE RULES AND REGULATIONS.** Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Site by Licensor in its discretion, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations or in accordance with Licensor's obligations under the Ground Lease. Such rules and regulations will not unreasonably interfere with Licensee's normal business operations.
12. **CASUALTY; CONDEMNATION.** For purposes of this Agreement it shall be deemed a Casualty Event, if the Licensed Premises or the Tower Site is destroyed or condemned, in whole or part, whether by eminent domain or otherwise. In the event that the Licensed Premises or the Tower Site is wholly destroyed or condemned, whether by eminent domain or otherwise, this Agreement shall terminate without further liability to either Party except for payment of the Monthly License Fees due up to the time of such destruction or condemnation. If the Licensed Premises are partially destroyed or condemned and are usable by Licensee for its purposes, then Licensor shall, within one hundred and twenty (120) days (which shall be extended for any delays directly caused by governmental action or inaction), repair the Licensed Premises or the Tower Site with a reasonable reduction of the Monthly License Fee to Licensee during the period of repair. In the event that the site repair or reconstruction has not commenced within one hundred eighty (180) days following such Casualty Event, Licensee may terminate this Agreement upon written notice to Licensor prior to the commencement of any such repair or reconstruction of the Tower Site. If, however, any such partial destruction or condemnation occurs within six (6) months prior to termination of this Agreement, either Party may terminate this Agreement without further liability except for payment of the Monthly License Fees up to the time of such destruction or condemnation. Any Monthly License Fees prepaid by Licensee shall be returned to it as part of the operation of this section.
13. **COMPLIANCE WITH LAWS.** Licensor is responsible for ensuring that the tower structure at the Tower Site is operated in compliance with all governmental lighting and marking requirements. Licensor shall indemnify and defend Licensee from and against any loss, cost, or expense sustained or incurred by Licensee as a result of Licensor's failure to comply with duly issued governmental regulations relating to tower lighting and marking. Notwithstanding anything to the contrary in the Agreement, Licensee shall at all times comply with all applicable laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.
14. **INDEMNIFICATION; INSURANCE.** Each Party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other Party, its respective Affiliates, and their respective directors, employees, officers, shareholders, successors and assigns against all claims, losses, costs, expenses, damages, and liabilities (except as otherwise provided in Section 15 of this Agreement) arising from: (i) the negligence, willful misconduct or strict liability of such Party, or its agents, employees, representatives, contractors; or (ii) any material breach by such Party of any provision of this Agreement. In addition to the foregoing, Licensee shall indemnify Licensor for all costs and expenses associated with actions taken by Licensor to resolve any interference caused by Licensee or Licensee's Approved Equipment pursuant to Section 10(a), (c), and (d). Neither Party shall be responsible or liable to the other for any damage arising from any claim to the extent attributable to any acts or omissions of other licensees at the Tower Site. Additionally, Licensor and Licensee shall keep in full force and effect, during the term of this Agreement and the term of any License, insurance coverage in accordance with Exhibit C-1 attached hereto. Notwithstanding anything to the contrary, Licensor may provide all or some of the insurance coverage limits required herein through an umbrella policy.
15. **WAIVER OF CERTAIN DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO RECOVER INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES AND THE MULTIPLIED PORTION OF ANY DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORSEEABLE.**
16. **NOTICES.** Any required or permitted notice or demand shall be made by certified mail, postage prepaid or via nationally recognized overnight courier service addressed to the other Party at the address set forth on page 1. Either Party may modify, add, or delete notice addresses from time to time by notice given in accordance with this section. Any notice or demand shall be deemed to have been given or made at the time it is deposited in a United States Post Office or with a private overnight courier service.

17. **ASSIGNMENT; SUBLEASING.** Licensee may assign this Agreement as a whole with Licensor's prior written consent; *provided, however*, that Licensor's consent will not be required for an assignment to any person or entity which is controlled by, controlling or under common control with Licensee ("Affiliates"). For these purposes, "control" means ownership, directly or indirectly, of 50% or more of the voting stock, equity or beneficial interest or a general partner of any partnership. In no event may Licensee sublet, sublease, or permit any other similar use of the Tower Site or Licensed Premises by any other party. In no event may Licensee diplex or combine signals or grant any shared use rights for itself or others. In the event of a permitted assignment hereunder, Licensee shall be relieved of any of its obligations under this Agreement arising on or after the effective date of such permitted assignment. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment, transfer, or sublease. This Agreement shall be binding upon the successors and permitted assigns of both parties. Licensee shall pay Licensor a fee of \$500.00 (which fee shall increase annually by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests an assignment of this Agreement or in which Licensee seeks an estoppel certificate, nondisturbance agreement, subordination agreement or other similar agreement. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, requiring that the assignee execute a new form of license agreement so long as the Monthly License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement.
18. **QUIET ENJOYMENT.** Licensor covenants and agrees that, upon Licensee's paying the Monthly License Fee and observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee under this Agreement, Licensee shall be entitled to quiet enjoyment of the Licensed Premises during the term of this Agreement.
19. **SUBORDINATION TO GROUND LEASE.** The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Premises and/or any part of the Tower Site is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement ("Ground Lease"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of an applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to be bound by such Ground Lease as applicable to the access and occupancy of the Licensed Premises. In the event that the Ground Lease expires or terminates prior to the expiration of the Initial Term or applicable Renewal Terms, this Agreement shall automatically terminate upon termination of Licensor's right to possession of the Tower Site and Licensee shall remove its equipment and any improvements from the Tower Site in accordance with this Agreement and any applicable provisions under the Ground Lease. Licensor agrees not to take any action with respect to the Ground Lease as then in effect which will cause the Ground Lease to be prematurely terminated during the term of this Agreement. Licensor hereby warrants and agrees that it shall exercise any existing renewal option available to it pursuant to the Ground Lease through the end of the term of this Agreement. Upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted, unless prohibited by the terms of such Ground Lease. Notwithstanding the foregoing, Licensor shall not be required to pay any form of consideration to obtain the approval or consent of any lessor under a Ground Lease.
20. **DEFAULT.** Either Party shall have fifteen (15) days after receipt (or refusal to accept delivery, which refusal shall be deemed receipt for the purposes hereof) of written notice from the other Party to cure any monetary default (provided, however, that if Licensee fails to make any payment of the Monthly License Fee when due and cures such default two (2) times within any twelve (12) month period, then any further failure within the same twelve (12) month period shall be an automatic default with no cure period) and, except as otherwise provided in this Agreement with respect to RF interference, labeling and Construction Drawings, thirty (30) days after receipt of written notice from the other Party to cure any non-monetary default. Except with respect to RF interference, so long as the Party charged with the default diligently pursues a cure during the prescribed time period, that Party shall be given additional time reasonably necessary to cure the default. If subsequent to the foregoing requisite periods of time, there continues to be an event of default, the non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and may institute any other available proceedings at law or in equity to recover damages from the defaulting Party.
21. **COLLECTIONS.** Subject to the provisions of Section 20 above, Licensor may take any collections actions it deems necessary without further notice to Licensee, including, without limitation, the disconnection or removal and storage of any and all of Licensee's equipment, including the Approved Equipment or all other Licensee property located on the Tower Site. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost or expense reasonably incurred by Licensor in recovering the Monthly License Fee or other fee or charge. No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement. Licensor shall accept any such partial payment for the account of Licensee. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the

date paid at a rate equal to: (i) ten percent (10%) per annum; or (ii) at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to ten percent (10%) of the then-current Monthly License Fee for any payment or reimbursement due to Licensor under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each thirty (30) day period thereafter that any such amount (or portion thereof) remains unpaid.

22. **GOVERNMENTAL APPROVALS; PERMITS.** In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Site is challenged, terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. In the event that Licensor does not terminate this Agreement, Licensee may elect to install or continue to operate its equipment at its sole cost and risk. Licensee understands and agrees that, in the event of a governmental or legal order requiring the removal of Licensee's equipment from the tower or removal of the tower structure or any structural modification required to accommodate Licensee's Approved Equipment, Licensee shall do so promptly at its sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment; provided, however such cooperation shall be subject to the foregoing: (a) Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation; (b) Licensor reserves the right to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense; and (c) in no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Site or Licensor's current or future use or ability to license space at the Tower Site as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required consents or permits in connection with such shelter or cabinet installation. Licensee hereby consents to the stacking of a third-party or Licensor owned platform, shelter or cabinets above or below Licensee's shelter or cabinets provided Licensor or such third party shall be solely responsible for all costs and expenses associated with obtaining any required consents or permits in connection with such shelter or cabinet installation above Licensee's equipment. In addition to the foregoing, in the event that Licensee has not been requested to install a stackable shelter and does not utilize a stackable shelter, Licensee agrees that Licensor shall have the right to require Licensee to replace its shelter with a stackable shelter upon no less than thirty (30) days prior written notice at the sole cost and expense of a subsequent licensee who installs a stacked shelter above Licensee's equipment shelter.
23. **REPLACEMENT OF TOWER.** Licensor reserves the right, in its sole discretion, to replace or rebuild the tower structure or the top of the tower. In such event, Licensor shall provide Licensee with space at the Tower Site suitable to allow Licensee to continue to operate the Approved Equipment in a substantially similar manner during the construction period. Licensor shall be solely responsible for the costs associated with removing and re-installing the Approved Equipment. Licensor also expressly reserves the right to erect one or more towers on the Tower Site, subject to Licensor's obligations to Licensee under this Agreement. Licensee shall also have the right to establish a temporary facility on the Tower Site to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval.
24. **GOVERNING LAW.** This Agreement shall be governed by the laws of the state in which the Tower Site is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.
25. **EXCUSABLE DELAYS.** If either Party is unable due to causes beyond its reasonable control to carry out its obligations under this Agreement in whole or in part and if such Party gives written notice and full details of an excusable delay (including, without limitation, a *force majeure* event) to the other as soon as practicable after the occurrence of the event, then the obligations of the affected Party will be suspended to the extent reasonably required as a result of such event. *Excusable Delay* means an event that is not within the reasonable control of the affected Party, including, without limitation, war, riots, civil insurrection or acts of a common enemy, fire, flood, strikes or other labor difficulty, acts of civil or military authority, including governmental laws, orders, actions, inactions or regulations, embargo.
26. **MISCELLANEOUS.** Time is of the essence in this Agreement. The offer of license expressed in this Agreement shall automatically expire and become void if not accepted by Licensee and such acceptance received by Licensor within thirty (30) days from the Effective Date. The only means by which Licensee may accept this offer of license is by timely returning two unaltered copies of this Agreement, executed on behalf of Licensee, to Licensor. Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at any Tower Site or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by the Licensor or its Affiliates and such signatory does not hold the real property or leasehold interest in the affected Tower Site, the execution of this Agreement shall be deemed to have been properly

executed by the Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Site. Either Licensor or Licensee may be referred to herein as a "Party" and both Licensor and Licensee together may be referred to herein as the "Parties". At the sole election of Licensor, in the event that Licensee and Licensor enter into a master tower space license agreement ("New Agreement") which is applicable to this Tower Site during the Initial Term or any Renewal Term of the Agreement, Licensor may give notice to Licensee that this Agreement is terminated ("Termination Date") and Licensee and Licensor shall execute a New Agreement for the Licensed Premises and Licensee's Approved Equipment listed on Exhibit A hereto within thirty (30) days following such notice. Such New Agreement shall specify that the commencement date is the Termination Date. If the New Agreement has pre-determined monthly license fee rates and/or annual escalator rates that conflict with the Monthly License Fee and/or the Annual Escalator listed on page 1 of this Agreement, then the license fee rate and/or the annual escalator rate in the Agreement shall govern. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of the Agreement, Sections 14, 15, 20, 21 and 26 shall survive the expiration or earlier termination of the Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter hereof and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of the Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties.

27. **CONFIDENTIALITY.** Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other party, which may be withheld in such party's sole and absolute discretion.

The offer of license expressed in this proposed Agreement shall automatically expire and become void if not accepted and executed by Licensee and such acceptance received by Licensor within thirty (30) days of the Effective Date.

ATTACHED EXHIBITS:

Exhibit A: List of Approved Equipment and location of the Licensed Premises
 Exhibit B: Site Drawing indicating the location of Approved Equipment on the Tower Site
 Exhibit C-1: Insurance.

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ATC SITE NAME / NUMBER: Lake Park FL 1, FL / 302758
CUSTOMER SITE NAME/ NUMBER: Lake Park FL 1, FL / 302758

EXHIBIT A

Approved Equipment

ATC SITE NAME / NUMBER: Lake Park FL 1, FL / 302758
CUSTOMER SITE NAME/ NUMBER: Lake Park FL 1, FL / 302758

Exhibit B
**Site Drawing indicating the location of ground space for Licensee's equipment
shelter or space in Licensor's building (as applicable)**

To be attached hereto within thirty (30) days of the Effective Date.

Exhibit C-1 Insurance

A. LICENSOR shall maintain in full force during the term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that LICENSEE will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against LICENSEE and shall name LICENSEE as an additional insured, and shall be primary over any insurance coverage in favor of LICENSEE but only with respect to and to the extent of the insured liabilities assumed by LICENSOR under this Agreement and shall contain a standard cross-liability endorsement.

B. LICENSEE shall maintain in full force during the term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Site prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that LICENSOR will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against LICENSOR and shall name LICENSOR as additional insured, and shall be primary over any insurance coverage in favor of LICENSEE but only with respect to and to the extent of the insured liabilities assumed by LICENSEE under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either party, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either party from any obligations under this Agreement, and (b) the Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 7, 2022

Originating Department: Library

Agenda Title: Little Free Library Presentation

Approved by Town Manager: Bambi McKibon-Turner **Date:** 12-01-22

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

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

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Town of Lake Park Application, Little Free Libraries Commission draft.pptx, Procedures Regarding the Town of Lake Park, Sec 78-156, Stewards Guidelines and Responsibilities-LFL, Little Free Libraries Commission draft.pptx

Please initial one:

_____ Yes I have notified everyone

JKC Not applicable in this case

Summary Explanation/Background:

Presentation of the Lake Park Little Free Library Program, to show how that it might be structured and what would be needed to start the program.

Recommended Motion:

No motion needed. This is a presentation only.



Little Free Library.
Take a Book. Share a Book.

Lake Park

Little Free Libraries

The Little Free Library

WHAT IS A LITTLE FREE LIBRARY?

A Little Free Library is a free book exchange. It belongs to everyone, and everyone can use it!

TAKE BOOKS

If you see something you would like to read, take it. When you're finished, share it with a friend, bring it back here, or leave it in another Little Free Library.

This is from the user's side, but what does it mean to have a Little Free Library on your property?

How do Little Free Libraries work?

A Little Free Library is a structure placed in areas accessible to the public and containing reading material and occasionally also used for collections like seed libraries and food pantries.

Little Free Libraries that are registered to the Little Free Library organization can be located using a map on the organization's website or through the Little Free Library app.

The Little Free Library can be located on public or private property and requires a caretaker or Steward.

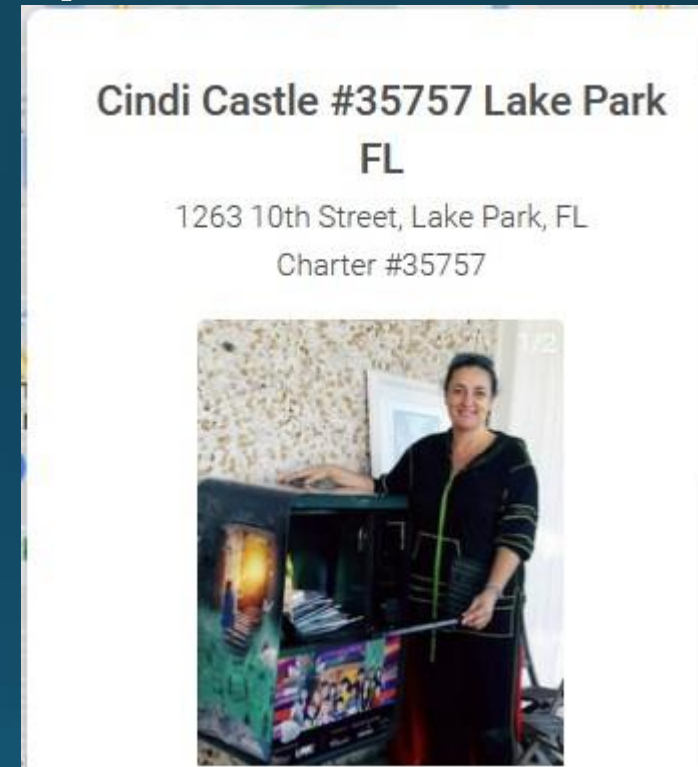
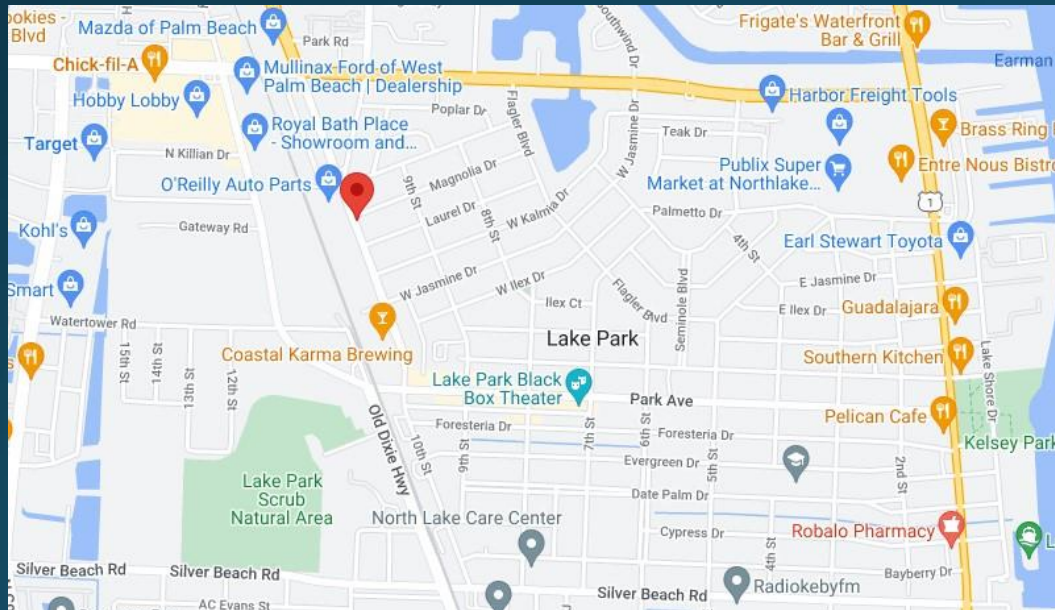


What is a Steward?

Stewards are the individuals who have volunteered to take care of a Little Free Library. Many times the Stewards own the property on which the Little Free Library is located, but Stewards are also needed for Little Free Libraries located on public property. The Steward maintains the Little Free Library, ensuring that it is neat and in good condition as well as stocking and monitoring books placed in the Little Free Library. They remove inappropriate books and make sure there are enough, but not too many books, so that it is browseable.

Why a Charter should be purchased for a Little Free Library.

The red balloon is the only Little Free Library with a current charter in our town.



Cindi Castle #35757 Lake Park FL

The Give Helping Children with Cancer Thrift Boutique has been a staple in the community for many years. Donatella Botolino helps those in need. With a strong Passion for Children and Literacy. My Little Library is located outside of her shop so families have access to FREE books. The Give donates books, monitors the books that are given to ensure that they are appropriate and in good condition. Ms. Dona is a excellent Steward and Community Leader! Thank YOU for your commitment to kids!

There are other Little Free Libraries in town without charters.
These are the ones that we know of.



307 Fourth Street

A service project by a homeschooler, it was taken down before a hurricane and hasn't been reinstalled. This does have a charter, but for some reason isn't on the map.



214 Hawthorne Drive

This Little Free Library is a large mailbox. The current steward has been having problems with vandalism and mail being placed in the Little Free Library.

What staff recommends



- The Town chooses a design of Little Free Libraries and provides interested parties with the Little Free Library and a Charter.
- The Little Free Libraries be purchased from Lake Worth Little Free Libraries. A new unfinished Little Free Library would cost \$200.
- The Town purchases the Charters from the Little Free Libraries organization in large batches for a discount. Batches of 20 signs will be \$739.09 and that includes the \$19.99 shipping charge.
- The Town will remain the owner of all Little Free Libraries in this program. The Public Works Department will install the Little Free Library in the designated location, and provide maintenance and repair.

- The interested parties will have to submit an application and permit. The application will include language holding the Town harmless of any legal liability and giving the Town access to the Little Free Library for maintenance and repair.

• The Town Code will be amended to standardize the Town of Lake Park's Little Free Library

Item 2.

ORDINANCE NO. ____-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V OF THE LAKE PARK CODE OF ORDINANCES BY ADOPTING A NEW SECTION 78-156 ENTITLED "LITTLE FREE LIBRARIES" PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 78, of the Town's Code of Ordinances (Code) regulates zoning generally, including the location of uses within the Town; and

WHEREAS, Article V, of the Town's Code of Ordinances sets forth certain supplementary regulations that are permitted in the zoning districts; and

WHEREAS, the Community Development Director has recommended that the Town Commission amended Chapter 78, Article V, to permit Little Free Libraries within the zoning district.

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

Section 1. The whereas clauses are hereby incorporated as the legislative findings of the Town Commission.

Section 2. Chapter 78, Article V, Section 78-156 of the Code, entitled "Little Free Libraries" is hereby adopted and shall read as follows:

Sec. 78-156. - Little Free Libraries.

- (a) Purpose and intent. This purpose of this section is to regulate where a Little Free Library book dispensaries located on private and public properties within the Town.
- (b) Definition: A Little Free Library shall mean a book dispensary that is designed, constructed and established in accordance with the Town Library's Little Free Library Program.

- (c) Lake Park Little Free Library Program Enrollment. All Lake Park Little Free Library participants shall operate and maintain their book dispensaries in accordance with this section and the terms and conditions of the Lake Park Little Free Library Program, as established by the Lake Park Library. Book dispensaries established prior to the adoption of this ordinance shall be eligible to participate in the program, subject to its requirements. All book dispensaries established subsequent to the adoption of this ordinance shall be permitted in accordance with this section.
- (d) Design. All Lake Park Little Free Libraries shall utilize one of the designs approved by the Lake Park Library. Little Free Libraries shall be considered "temporary structures" and shall be subject to removal by the Town during severe weather events or other Town-designated emergencies, as deemed necessary.
- (e) Permitting. All Lake Park Little Free Library participants shall be required to apply for and receive zoning review prior to placing their book dispensary. A zoning review fee shall not be charged for reviews of Little Free Library placements.
- (f) Location. Lake Park Little Free Libraries shall only be located on a single-family residential parcels or public properties. Little Free Libraries shall be placed no further than two feet away from a front or side yard public right of way line. Lake Park Little Free Libraries shall be unobstructed and freely accessible to the public.
- (g) Lake Park Little Free Libraries shall not be placed within visibility triangles as defined under Sec. 78-253 or in such a way as to obstruct the sightlines of motor vehicles.
- (h) Maintenance. Little Free Libraries shall be maintained in good condition; whenever a book dispensary becomes discolored, faded, or shows other visible signs of deterioration, it shall be replaced. Whenever a book dispensary must be replaced, a zoning review is required. A zoning review shall not be required to replace a Little Free Library dispensary in a previously-approved location that has been removed for emergency preparedness in accordance within subsection (c) herein.

Section 4. Codification. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the Town of Lake Park. The sections of the ordinance may be re-numbered or re-lettered to accomplish such.

Section 5. Severability. If any section, paragraph, sentence, clause, phrase or word of this ordinance is for any reason held by a court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this ordinance

Section 6. Effective date. This ordinance shall take effect immediately upon execution.

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- There will be an annual survey of all Little Free Libraries to ensure that they are being kept neat and stocked. Any abandoned or neglected Little Free Libraries will be removed from their location.

Procedures Regarding the Town of Lake Park's Little Free Library Program

- I. **Placement Location and Inventory:**
 1. Locations will be established according to applications by interested parties.
 2. All requested locations must be pre-approved by the Town prior to installation.
 3. Books are purchased, donated, and hand selected from the School Board Book Warehouse for distribution.
 4. Books are cleaned, checked, and stamped prior to distribution to the Little Free Libraries.
 5. Unstamped books should be removed from the Little Free Library and checked.
 6. The Library will have bags of replacement books ready for Stewards or staff to stock Little Free Libraries as needed.
- II. **Library Stewards Responsibility:**
 1. Stewards must remove any political or inappropriate/prohibited literature/information.
 2. A variety of Town-approved stamped books, Town event, class, and program flyers must be kept current.
 3. The Little Free Library must be kept clean and free of trash.
 4. Stewards aid in gathering books for the Little Free Library and Town events.
- III. **Construction and installation:**
 1. Dimensions should be a minimum of 22" high, 21" wide, and 15" deep (or larger).
 2. Each Little Free Library should be weatherproof, have a roof, be watertight, and have a transparent panel of Plexiglas or other common transparent building material in the front door opening.
 3. A galvanized post of 30" deep concreted in, and at least 30" off the ground.
 4. A permit must be applied for the installation of the Little Free Library.
 5. Placement must not be in the Town's Right of Way.
 6. The Little Free Library must be located at a minimum of 2' from the sidewalk, on the side of the sidewalk closest to the residence.
 7. Must be a safe place for children to congregate – away from traffic hazards.
 8. The Little Free Library shall not obstruct vehicular, bicycle, or pedestrian traffic, either physically, or by a person utilizing the Little Free Library.
 9. The Little Free Library shall not obstruct access aisles or paths utilized by persons in wheelchairs or for ADA accessibility.
 10. Community Little Free Libraries may be on public land as approved by the Town of Lake Park.
 11. The Town will assist the Little Free Library Steward who is responsible for removal and storage of the Little Free Library, if under a Hurricane Warning/National Disaster (i.e. Hurricane Preparedness/projectile prevention).

IV. **Maintenance and Renovation:**

1. The Little Free Library must remain in good repair and working condition, well maintained and stocked with books.
2. Any vandalism and/or heavy maintenance shall be reported to the Public Works Department.
3. The Town will coordinate any major required repairs, whenever possible.
4. The Town shall review the Little Free Library installation every year.
5. If the Town finds the Little Free Library is in disrepair, not serviced or in any way not appropriate, the responsible party may be requested to correct the condition(s) and/or the Little Free Library may be removed.

- Books will be gathered through donations or purchased through a bulk discount vendor, and will be available for Stewards to pick up from the Lake Park Public Library. These books will be stamped to show that they are part of the Town of Lake Park's Little Free Library Program.



Customizable Artisan Stamp

\$ 29.95



Steward's Guidelines and Responsibilities

Lake Park Little Free Library Program Steward Guidelines & Responsibilities

1. The Little Free Library you'll be caring for was fully stocked the day it was installed. Please take note of the selection and quantity of books. Check the unit daily, if possible and keep at least 1 quarter stocked with hard cover novels and other grown-up books, and the remainder with children's books. An empty Little Free Library invites mischief! Also, do not overstuff your Little Free Library. People need to browse through to see the titles and it is beneficial to have a little room for those kind souls who leave a book sometime. Little gift (no food/drink) will be allowed in the Little Free Library.
2. We are supported by the Lake Worth LFL and their agreement with Palm Beach County School District, which provides us with perpetual supply of books for children and tweens. For that reason, you are not expected to buy books to keep the Little Free Library stocked. We receive frequent donations of grown-up books from our friends and neighbors. All of these books are available for you as a Steward to replenish your Little Free Library inventory. Of course, we all hope that our Little Free Library's achieve self-sufficiency someday and that people "leave" as many books as other people "take."
3. If a Little Free Library is vandalized, please report it to the Public Works department. We will repair what is damaged as soon as possible. Please do not attempt to repair any part of the Little Free Library yourself.
4. As a Lake Park Little Free Library Steward, you may request to be added to the Lake Worth LFL Stewards Facebook Group. This is an important avenue for communication among us all. Please make this group a favorite and check it every day for important announcements, news and most of all to exchange ideas, concerns and solution with other Greenacres/Lake Park/Lake Worth LFL Stewards. Anyone in the group can post photos or messages. This is a steward's only private and closed group on Facebook.
5. Visit: <http://littlefreelibrary.org> website and look under the Stewards tab at the top. Just for Stewards will lead you to the link to join that group. You must have your charter number handy when you join. It's easy, fun and offers some really interesting perspectives from Stewards all over the world.

6. Thank you for helping us expand our Little Free Library System. Be as broad minded as you can in the selection of books you choose for your Little Free Library. We serve our entire community. The only "Rules" are:

- a. Absolutely NO political flyers or advertising; not national, not local, not ANY! Books on politics are fine, but choose carefully - we enjoy the great support of all our neighbors across the political spectrum and we would like to keep it that way.
- b. We always try to have bookmarks for our Stewards to include in the books they offer. Please place these IN the books if you have them and not in a stack on the shelf. They will all disappear at once.

Thank you for participating in this project dedicated to raising the level of literacy in all our neighborhoods and in building an even stronger community through the Little Free Library.

Town of Lake Park

Little Free Library Application

Thank you for your interest in installing and being a Steward of a Little Free Library in your neighborhood. Little Free Libraries add vibrancy to our neighborhoods and parks and are a great way to encourage community engagement, literacy, and continued education.

You can apply for a Little Free Library structure and/or to be a Steward of a Little Free Library using this form. Please note that it can take up to four weeks for your application to be reviewed by town staff. If your application is approved, the Town of Lake Park will install a Little Free Library with a Little Free Library organization Charter at the location designated in the application.

The Town will be responsible for maintaining the Little Free Library structure. The Steward will be responsible for the upkeep and maintenance of the contents of the Little Free Library. Books to be placed in the Little Free Library will be available through donations. Please contact the Lake Park Public Library for the availability of donations.

Group or organization: Please type “n/a” if not applicable.

What is the story or inspiration behind your Little Free Library? This information may be published in our website, placemaking map, social media, or on other outreach platforms.

Address of where the proposed Little Free Library will be installed.

Property Owner of address _____

Phone number _____

Email _____

Name of Steward if different from Property Owner

Phone number of Steward if different from Property Owner

Email of Steward if different from Property Owner

Do you plan to hold a ribbon cutting ceremony? If so, please list time, date, requested officials/city staff and a description of the ribbon cutting.

What is your plan to ensure that your Little Free Library is consistently well maintained and fully stocked with books?

As the Property Owner and/or Steward, I understand that the Town of Lake Park:

1. Will remain the owner of the Little Free Library structure.
2. Will be responsible for the maintenance of the Little Free Library structure, and will be granted permission to access the property for the purposes of installing and maintaining the Little Free Library structure.
3. Expects that the Property Owner or Steward will notify the Public Works Department of the Town of Lake Park immediately regarding any need for repairs or maintenance to the Little Free Library structure.
4. Will not be responsible for stocking the Little Free Library with reading material or for ensuring that the Little Free Library is maintained, clean, and in neat condition.
5. Will remove the Little Free Library in the event that the Steward has not kept the Little Free Library stocked with reading material or not kept free of clutter or inappropriate materials.
6. Will review the Little Free Library on an annual basis to ensure the condition of the structure and contents.

As the Property Owner, I understand that:

1. Damages to the Little Free Library structure and reading materials may occur through weather, vandalism, or other sources.

2. It is my responsibility and the responsibility of the Steward to notify the Public Works Department of the Town of Lake Park immediately regarding any need for repairs or maintenance to the Little Free Library structure.
3. By submitting this application, I give the Town of Lake Park the right to use images of the Little Free Library for promotional purposes.
4. The permit for and permission to access the property for the repair and maintenance of the Little Free Library structure will transfer to the new Property Owner, if the property is sold.
5. By submitting this application, as the Property Owner, will participate in the Little Free Library Program for a minimum of one year from the date of installation. Participation is automatically renewed on an annual basis unless the Town is notified 60 days prior to ceasing involvement in the program.
6. If I no longer wish to participate in the Town of Lake Park's Little Free Library Program, I will notify the Town of Lake Park requesting the removal of the Little Free Library from the property 60 days prior to ceasing involvement in the program.
7. By submitting this application, as the Property Owner, I assume all liability and absolve the Town of Lake Park of all responsibility.

Name of Property Owner _____

Signature of Property Owner _____

Date _____

As the Steward, I understand that:

1. I will be responsible for stocking the Little Free Library with reading material, monitoring the contents for inappropriate, duplicative, or outdated materials, and ensuring that the Little Free Library is kept maintained, clean, and in neat condition.
2. I understand that signage and literature promoting the Lake Park Little Free Library program and the Lake Park Public Library will be made available to me, and I will keep the Little Free Library stocked with Town approved books.
3. I will remove all materials from the Little Free Library structure during a Tropical Storm Watch/Warning or Hurricane Watch/Warning, and not replace the materials back in the Little Free Library structure until the Watch/Warning has been recalled or expired.
4. It is my responsibility and the responsibility of the Property Owner to notify the Public Works Department of the Town of Lake Park immediately regarding any need for repairs or maintenance to the Little Free Library structure.

5. If I no longer wish to participate in the Town of Lake Park's Little Free Library Program, I will notify the Property Owner and the Town of Lake Park within 60 days of ceasing to participate to allow another Steward to take over care of the Little Free Library or the Little Free Library to be removed from the property.

Name of Steward _____

Signature of Steward _____

Date _____

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- (d) Design. All Lake Park Little Free Libraries shall utilize one of the designs approved by the Lake Park Library. Little Free Libraries shall be considered "temporary structures" and shall be subject to removal by the Town during severe weather events or other Town-designated emergencies, as deemed necessary.
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2. We are supported by the Lake Worth LFL and their agreement with Palm Beach County School District, which provides us with perpetual supply of books for children and tweens. For that reason, you are not expected to buy books to keep the Little Free Library stocked. We receive frequent donations of grown-up books from our friends and neighbors. All of these books are available for you as a Steward to replenish your Little Free Library inventory. Of course, we all hope that our Little Free Library's achieve self-sufficiency someday and that people "leave" as many books as other people "take."
3. If a Little Free Library is vandalized, please report it to the Public Works department. We will repair what is damaged as soon as possible. Please do not attempt to repair any part of the Little Free Library yourself.
4. As a Lake Park Little Free Library Steward, you may request to be added to the Lake Worth LFL Stewards Facebook Group. This is an important avenue for communication among us all. Please make this group a favorite and check it every day for important announcements, news and most of all to exchange ideas, concerns and solution with other Greenacres/Lake Park/Lake Worth LFL Stewards. Anyone in the group can post photos or messages. This is a steward's only private and closed group on Facebook.
5. Visit: <http://littlefreelibrary.org> website and look under the Stewards tab at the top. Just for Stewards will lead you to the link to join that group. You must have your charter number handy when you join. It's easy, fun and offers some really interesting perspectives from Stewards all over the world.

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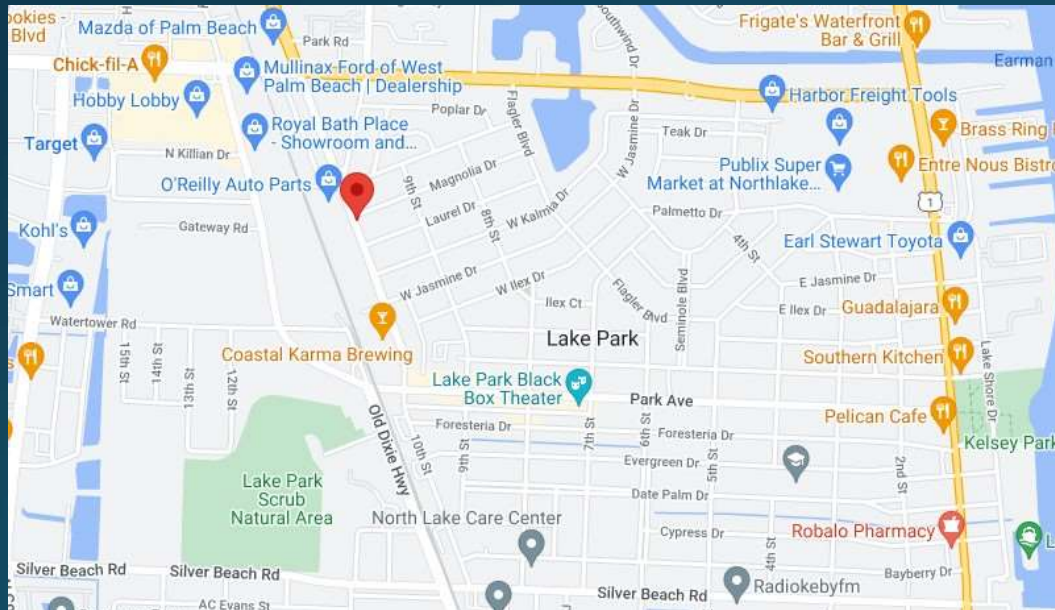


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Cindi Castle #35757 Lake Park FL

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- The Town purchases the Charters from the Little Free Libraries organization in large batches for a discount. Batches of 20 signs will be \$739.09 and that includes the \$19.99 shipping charge.
- The Town will remain the owner of all Little Free Libraries in this program. The Public Works Department will install the Little Free Library in the designated location, and provide maintenance and repair.

- The interested parties will have to submit an application and permit. The application will include language holding the Town harmless of any legal liability and giving the Town access to the Little Free Library for maintenance and repair.

- The Town Code will be amended to standardize the Town of Lake Park's Little Free Library

Item 2.

ORDINANCE NO. ____-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V OF THE LAKE PARK CODE OF ORDINANCES BY ADOPTING A NEW SECTION 78-156 ENTITLED "LITTLE FREE LIBRARIES" PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 78, of the Town's Code of Ordinances (Code) regulates zoning generally, including the location of uses within the Town; and

WHEREAS, Article V, of the Town's Code of Ordinances sets forth certain supplementary regulations that are permitted in the zoning districts; and

WHEREAS, the Community Development Director has recommended that the Town Commission amend Chapter 78, Article V, to permit Little Free Libraries within the zoning district.

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

Section 1. The whereas clauses are hereby incorporated as the legislative findings of the Town Commission.

Section 2. Chapter 78, Article V, Section 78-156 of the Code, entitled "Little Free Libraries" is hereby adopted and shall read as follows:

Sec. 78-156. - Little Free Libraries.

- (a) *Purpose and intent.* This purpose of this section is to regulate where a Little Free Library book dispensaries located on private and public properties within the Town.
- (b) *Definition.* A Little Free Library shall mean a book dispensary that is designed, constructed and established in accordance with the Town Library's Little Free Library Program.

(c) *Lake Park Little Free Library Program Enrollment.* All Lake Park Little Free Library participants shall operate and maintain their book dispensaries in accordance with this section and the terms and conditions of the Lake Park Little Free Library Program, as established by the Lake Park Library. Book dispensaries established prior to the adoption of this ordinance shall be eligible to participate in the program, subject to its requirements. All book dispensaries established subsequent to the adoption of this ordinance shall be permitted in accordance with this section.

(d) *Design.* All Lake Park Little Free Libraries shall utilize one of the designs approved by the Lake Park Library. Little Free Libraries shall be considered "temporary structures" and shall be subject to removal by the Town during severe weather events or other Town-designated emergencies, as deemed necessary.

(e) *Permitting.* All Lake Park Little Free Library participants shall be required to apply for and receive zoning review prior to placing their book dispensary. A zoning review fee shall not be charged for reviews of Little Free Library placements.

(f) *Location.* Lake Park Little Free Libraries shall only be located on a single-family residential parcels or public properties. Little Free Libraries shall be placed no further than two feet away from a front or side yard public right of way line. Lake Park Little Free Libraries shall be unobstructed and freely accessible to the public.

(g) *Lake Park Little Free Libraries shall not be placed within visibility triangles as defined under Sec. 78-253 or in such a way as to obstruct the sightlines of motor vehicles.*

(h) *Maintenance.* Little Free Libraries shall be maintained in good condition; whenever a book dispensary becomes discolored, faded, or shows other visible signs of deterioration, it shall be replaced. Whenever a book dispensary must be replaced, a zoning review is required. A zoning review shall not be required to replace a Little Free Library dispensary in a previously-approved location that has been removed for emergency preparedness in accordance within subsection (c) herein.

Section 4. Codification. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the Town of Lake Park. The sections of the ordinance may be re-numbered or re-lettered to accomplish such.

Section 5. Severability. If any section, paragraph, sentence, clause, phrase or word of this ordinance is for any reason held by a court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this ordinance.

Section 6. Effective date. This ordinance shall take effect immediately upon execution.

P:\DOCS\055\0760002\DOCS\751548.DOCX

- There will be an annual survey of all Little Free Libraries to ensure that they are being kept neat and stocked. Any abandoned or neglected Little Free Libraries will be removed from their location.

Procedures Regarding the Town of Lake Park's Little Free Library Program

- I. **Placement Location and Inventory:**
 1. Locations will be established according to applications by interested parties.
 2. All requested locations must be pre-approved by the Town prior to installation.
 3. Books are purchased, donated, and hand selected from the School Board Book Warehouse for distribution.
 4. Books are cleaned, checked, and stamped prior to distribution to the Little Free Libraries.
 5. Unstamped books should be removed from the Little Free Library and checked.
 6. The Library will have bags of replacement books ready for Stewards or staff to stock Little Free Libraries as needed.
- II. **Library Stewards Responsibility:**
 1. Stewards must remove any political or inappropriate/prohibited literature/information.
 2. A variety of Town-approved stamped books, Town event, class, and program flyers must be kept current.
 3. The Little Free Library must be kept clean and free of trash.
 4. Stewards aid in gathering books for the Little Free Library and Town events.
- III. **Construction and Installation:**
 1. Dimensions should be a minimum of 22" high, 21" wide, and 15" deep (or larger).
 2. Each Little Free Library should be weatherproof, have a roof, be watertight, and have a transparent panel of Plexiglas or other common transparent building material in the front door opening.
 3. A galvanized post of 30" deep concreted in, and at least 30" off the ground.
 4. A permit must be applied for the installation of the Little Free Library.
 5. Placement must not be in the Town's Right of Way.
 6. The Little Free Library must be located at a minimum of 2' from the sidewalk, on the side of the sidewalk closest to the residence.
 7. Must be a safe place for children to congregate - away from traffic hazards.
 8. The Little Free Library shall not obstruct vehicular, bicycle, or pedestrian traffic, either physically, or by a person utilizing the Little Free Library.
 9. The Little Free Library shall not obstruct access aisles or paths utilized by persons in wheelchairs or for ADA accessibility.
 10. Community Little Free Libraries may be on public land as approved by the Town of Lake Park.
 11. The Town will assist the Little Free Library Steward who is responsible for removal and storage of the Little Free Library, if under a Hurricane Warning/National Disaster (i.e. Hurricane Preparedness/projectile prevention).

IV. Maintenance and Renovations

1. The Little Free Library must remain in good repair and working condition, well maintained and stocked with books.
2. Any vandalism and/or heavy maintenance shall be reported to the Public Works Department.
3. The Town will coordinate any major required repairs, whenever possible.
4. The Town shall review the Little Free Library installation every year.
5. If the Town finds the Little Free Library is in disrepair, not serviced or in any way not appropriate, the responsible party may be requested to correct the condition(s) and/or the Little Free Library may be removed.

- Books will be gathered through donations or purchased through a bulk discount vendor, and will be available for Stewards to pick up from the Lake Park Public Library. These books will be stamped to show that they are part of the Town of Lake Park's Little Free Library Program.



Customizable Artisan Stamp

\$ 29.95



Steward's Guidelines and Responsibilities

Lake Park Little Free Library Program Steward Guidelines & Responsibilities

1. The Little Free Library you'll be caring for was fully stocked the day it was installed. Please take note of the selection and quantity of books. Check the unit daily, if possible and keep at least 1 quarter stocked with hard cover novels and other grown-up books, and the remainder with children's books. An empty Little Free Library invites mischief! Also, do not overstuff your Little Free Library. People need to browse through to see the titles and it is beneficial to have a little room for those kind souls who leave a book sometime. Little gift (no food/drink) will be allowed in the Little Free Library.
2. We are supported by the Lake Worth LFL and their agreement with Palm Beach County School District, which provides us with perpetual supply of books for children and tweens. For that reason, you are not expected to buy books to keep the Little Free Library stocked. We receive frequent donations of grown-up books from our friends and neighbors. All of these books are available for you as a Steward to replenish your Little Free Library inventory. Of course, we all hope that our Little Free Library's achieve self-sufficiency someday and that people "leave" as many books as other people "take."
3. If a Little Free Library is vandalized, please report it to the Public Works department. We will repair what is damaged as soon as possible. Please do not attempt to repair any part of the Little Free Library yourself.
4. As a Lake Park Little Free Library Steward, you may request to be added to the Lake Worth LFL Stewards Facebook Group. This is an important avenue for communication among us all. Please make this group a favorite and check it every day for important announcements, news and most of all to exchange ideas, concerns and solution with other Greenacres/Lake Park/Lake Worth LFL Stewards. Anyone in the group can post photos or messages. This is a steward's only private and closed group on Facebook.
5. Visit: <http://littlefreelibrary.org> website and look under the Stewards tab at the top. Just for Stewards will lead you to the link to join that group. You must have your charter number handy when you join. It's easy, fun and offers some really interesting perspectives from Stewards all over the world.

6. Thank you for helping us expand our Little Free Library System. Be as broad minded as you can in the selection of books you choose for your Little Free Library. We serve our entire community. The only "Rules" are:

- a. Absolutely NO political flyers or advertising; not national, not local, not ANY! Books on politics are fine, but choose carefully - we enjoy the great support of all our neighbors across the political spectrum and we would like to keep it that way.
- b. We always try to have bookmarks for our Stewards to include in the books they offer. Please place these IN the books if you have them and not in a stack on the shelf. They will all disappear at once.

Thank you for participating in this project dedicated to raising the level of literacy in all our neighborhoods and in building an even stronger community through the Little Free Library.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 7, 2022

Agenda Item No.

Agenda Title: October 8, 2022 Public Workshop on the Bert Bostrom Park Green Infrastructure (GI) Project.

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

Approved by Town Manager _____ Date: _____

Vivian Mendez, Town Clerk, MMC

Name/Title

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

Recommended Motion: I move to approve the October 8, 2022 Public Workshop on the Bert Bostrom Park Green Infrastructure (GI) Project.



Minutes
Town of Lake Park, Florida
Public Workshop on the Bert Bostrom Park
Green Infrastructure (GI) Project
Saturday, October 8, 2022 10:00 A.M.
Town Hall Commission Chamber,
535 Park Avenue, Lake Park, Florida 33403

The Public Workshop on the Bert Bostrom Park Green Infrastructure Project was held on Saturday, October 8, 2022 at 10:00 A.M.

Public Works Director Roberto Travieso welcomed and thanked everyone for attending. He introduced staff and the elected officials in the audience. He briefly explained the background pertaining to this project. He introduced the Town's consultants from Water Resource Management Associates (WRMA) as Michael Mercado and Raul Mercado.

Mr. Raul Mercado and Mr. Michael Mercado presented to the audience (see Exhibit).

Capital Projects Manager John Wille explained that the project was almost completely funded by a State of Florida grant. He explained that an environmental study was necessary before construction could begin. He stated that the study would take several months. He anticipates having full plans ready by the first of 2023. The project would need a contractor, which would go through the bid process, which takes several months. He anticipates the project to be ready for construction summer of 2023 with completion of the project by summer 2024.

Commissioner Michaud ask how they would handle maintenance of the property as well as the foot traffic after completion. Mr. Raul Mercado explained that the structure would be four-feet underground, so it would be out of sight. He explained that maintenance instructions would be provided to the Town.

Capital Project Manager Wille explained that the Town would have an opportunity to redesign the fields to allow more field play, such as soccer. Public Works Director Travieso explained that there are discussions to build a Community Center on the property, but it would not be over the structure. The Town would also have an opportunity to decide what uses are best for the fields.

Ms. Judith Thomas asked if the system would include a cleaning component. Public Works Director Travieso explained that the Town currently owns the Vacuum (Vac Con) Truck that would be used to maintain the system. Ms. Thomas asked how deep was the cleaning chambers. Mr. Michael Mercado stated that the field has a 12.3 foot pitch elevation to the 7th Street side and a 10 foot pitch elevation to the 6th Street side. The elevation changes are 2 feet between to the two areas. He addressed the grading plan, stating that it would be restored to the existing condition. Ms. Thomas asked what the life expectancy of the system. Mr. Raul Mercado explained that in the first year the system would be cleared regularly to establish a base line. After the first full wet/dry season the system could be cleaned as determined by the base line. Ms. Thomas asked what was the first layer. Mr.

Michael Mercado explained that the chamber would be installed with line stone rock to a 18 inch foundation layer. Once the foundation layer were laid, the chambers are snapped into place, with stones installed around and above the chambers. There would be 12 inches of stones above the chamber. Ms. Thomas asked what was the estimated cost of the project. Capital Project Manager Wille explained that the grant received was for a little over \$11Million. The funds are to cover four projects within the Town. The Bert Bostrom portion would be a little over \$3Million. Ms. Thomas asked about the Environmental Assessment. Project Manager Wille explained that the Town was expected to do an Environmental Assessment and must be completed prior to construction.

Mr. Johnathan Marcela, President of JetSet Soccer Academy commended that it was his hope that the field would expand to allow many types of sports activities, such as soccer, Lacrosse, flag football, etc. He asked that they keep in mind that the summer camp soccer program was only one week and that the work could wait to begin after summer camp. Public Works Director Travieso stated that they would all work together to not disrupt the program and possible look for an alternative place during construction.

Commissioner Taylor thanked everyone for the presentation and was excited for the project.

Public Works Director Travieso thanked staff and WRMA for their efforts on this project. He explained that the information on this and other projects within the Town could be found on the Town's website. He encouraged everyone to participate in the street lighting survey on the Town's website.

Town Manager D'Agostino thanked everyone for attending the meeting. He explained that the Town was leading the State efforts in green infrastructure efforts to clean the water discharging into the intercostal. He explained that there would be a seawall initiative in the future to raise it several feet. He spoke of the Town receiving \$11Million so the cost would not fall on the Town's taxpayers. He thanked everyone again for attending and participating.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by _____ and seconded by _____, and by unanimous vote, the meeting adjourned at _____ p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Town Seal

Approved on this _____ of _____, 2022



Public Workshop on the Bert Bostrom Park Green Infrastructure (GI) Project

Saturday, October 8, 2022, 10:00 AM - 1:00 PM

Commission Chambers, Town Hall

Workshop Agenda

Facilitator: Roberto Travieso, Director of Public Works

WELCOME/OPENING COMMENTS

ROBERTO TRAVIESO

INTRODUCTIONS

BACKGROUND

PRESENTATION

**MICHAEL MERCADO, P.E.
RAUL MERCADO, P.E.
JOHN WILLE**

TABLE DISCUSSION

TOWN AND WRMA STAFF

CONSTRUCTION TIMELINE

JOHN WILLE

Q&A

ROBERTO TRAVIESO

CLOSING COMMENTS

JOHN D'AGOSTINO

Bert Bostrom Park Green Infrastructure Coastal Resiliency Project

Department of Public Works

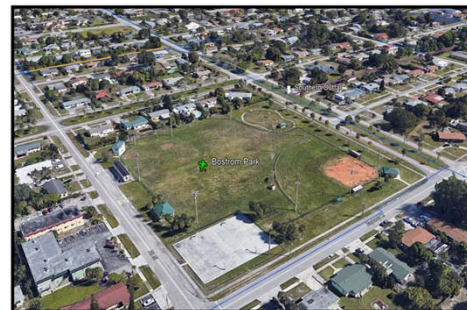
Public Meeting
Saturday, October 8, 2022



Public Meeting Agenda



1. Introductions
2. Presentation Of Project History
3. Proposed Design
4. Construction Timelines
5. Construction Outreach Issues
6. Construction Funding
7. Open Discussions
8. Table Discussions
9. Next Steps and Closing Comments



Project Team



- **John D'Agostino** – Town Manager
- **Roberto Travieso** – Public Works Director
- **John Wille** – Town of Lake Park Project Manager
- **Raul Mercado** – Principal Engineer, WRMA
- **Michael Mercado** – Lead Design Engineer, WRMA
- **Don Hearing** – Principal/Landscape Architect, Cotleur & Hearing



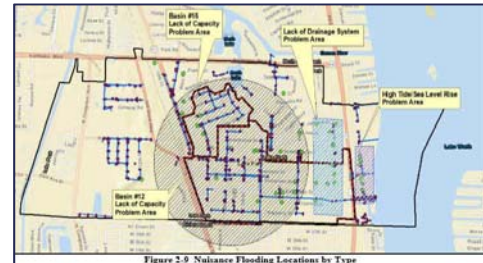
Project Background & Design Concept

MICHAEL MERCADO, PE

Stormwater Management Needs Assessment Water Quantity



- Study showed that 29% of the 10.62-mile drainage piping needs to be immediately (1-5 years) rehabilitated (Repaired/Replaced) and the rest within 20 years.
- Identifies key major capacity surcharge flooding problems along Southern Outfall (446 acre watershed)



Lack of Drainage
2nd Street Corridor)



Sea Level Rise Sunny Day Flooding
Lake Shore Drive Corridor)

Stormwater Management Needs Assessment Water Quantity



- Identifies many areas without storm sewers with nuisance flooding
- Identifies long term climate change (Sea Level Rise) challenges along 0.8 miles of LWI waterfront



Lack of Drainage
2nd Street Corridor)



Sea Level Rise Sunny Day Flooding
Lake Shore Drive Corridor)

Stormwater Management Needs Assessment Water Quantity – Drainage Level of Service



Southern Outfall Watershed Tributaries



Southern Outfall Watershed 3-Year, 1 Day Storm Event Flooding



Ilex Court
Inlet Surge



- Peak flows from the Northern and Southern Tributaries can not reach the Southern Outfall Main Trunk at the NE of Bostrom Park (due to undersized stormsewers)
- Major flooding occurs along 6th Street just north of Bostrom park
- Backups translates into inlet surcharges further upstream including at Ilex Court

Stormwater Management Needs Assessment – Water Quality

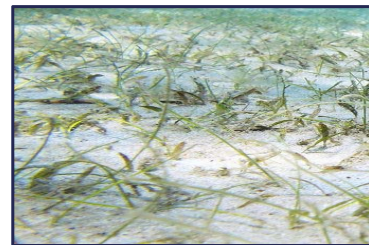


2/3 of the ToLP
area Discharges
untreated runoff
to the impaired
Lake Worth
Lagoon



Southern Outfall is a Major Contributor of Sediments to the LWL

FDEP/NPDES
Permit requires
the ToLP to
monitor runoff
discharges from
14 outfalls

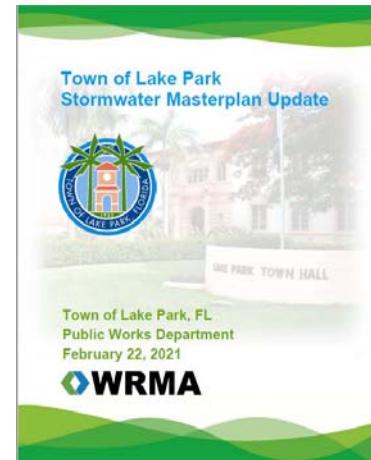


- 83% of the total seagrass acreage is in the Northern ILWL along the Town waterfront
- LWL seagrass beds are fast disappearing due to sediments from urban runoff

Stormwater Master Plan (SWMP)



- Updated in 2019-2020
- Adopted by Town Commission in February 2021
- Provided the incremental conversion of 5% roadside Bioswales to green infrastructure, and the placement of Biodetention Facilities at specific areas
- Recommends the use of Stormwater fees exclusively to cover O&M costs (no Capital Improvements)
- Recommends the use of federal grants for project Capital Improvements



The SWMP Approach: Green Infrastructure For Climate Change



THE TOWN-WIDE PROJECT ADDRESSES CRITICAL STORMSEWER SYSTEM CAPACITY AND WATER QUALITY ISSUES THROUGH SUSTAINABLE G/LID BEST MANAGEMENT PRACTICE 5

The Southern Outfall Priority CIP Rehabilitation Project

- **PHASE I - 72-Inch CAP Outfall Replacement at the Town's Marina (At 90% Design Stage)**

The SWMP Approach: Green Infrastructure For Climate Change

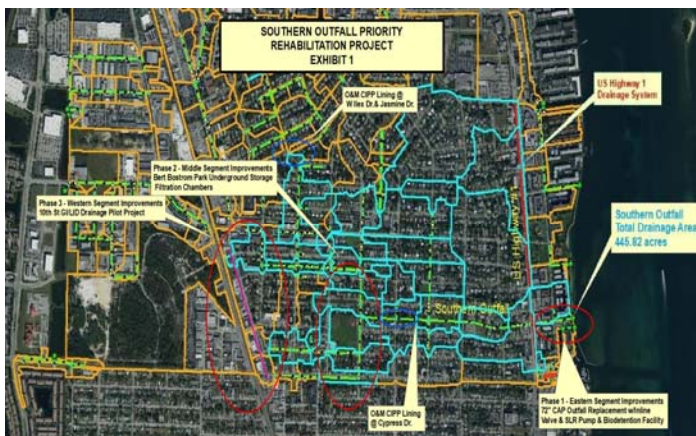


THE TOWN-WIDE PROJECT ADDRESSES CRITICAL STORMSEWER SYSTEM CAPACITY AND WATER QUALITY ISSUES THROUGH SUSTAINABLE GI/LID BEST MANAGEMENT PRACTICES

The Southern Outfall Priority CIP Rehabilitation Project

- **PHASE 2 - Bostrom Park Underground Storage Filtration Chambers Peak Detention and Water Quality Project (At 90% Design Stage)**

The SWMP Approach: Green Infrastructure For Climate Change



THE TOWN-WIDE PROJECT ADDRESSES CRITICAL STORMSEWER SYSTEM CAPACITY AND WATER QUALITY ISSUES THROUGH SUSTAINABLE GI/LID BEST MANAGEMENT PRACTICES

The Southern Outfall Priority CIP Rehabilitation Project

- **PHASE 3 - 10th Street Right-of-Way GI/LID Water Quality Pilot Project (To be advertise in FY2023)**

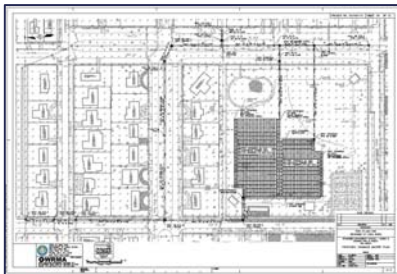
Southern Outfall Phase 2: Bert Bostrom Park Underground Storage Filtration Chambers



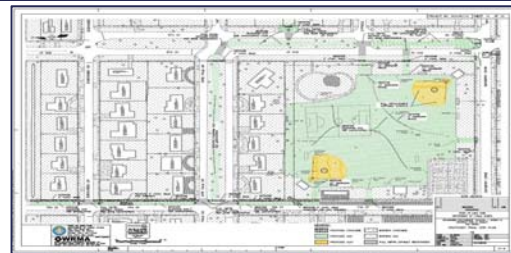
- Upstream Peak Discharge Diversion & Attenuation
- Water Quality Treatment Using GI/LID-based Underground Chamber Filtration
- Surface Playing Fields Remain Intact

Five acres Park underground location is ideal as there is no land available for large surface detention pond facility in the Southern Outfall watershed

State of the art GI/LID Design Solution Largest Underground Chamber Farm in SE Florida



- Underground **Storage** Chambers provide peak runoff detention
- Underground **Filtration** provides water quality treatment



Final Layout (Playing Fields Restore to improved Original Conditions)



Key existing choking flow locations from the north and south are removed

- ❑ Interconnected 3-acre farm chambers for maximum utilization of underground storage space
- ❑ Chambers can be accessed for maintenance to clear debris
- ❑ Combined with Phase I (Southern Outfall Replacement Project,) Bostrom Park drainage improvements will significantly decrease lack of capacity flooding issues in the watershed



Project Design Renderings

RAÚL MERCADO, PE, CFM







Table Discussion

UPTO 30 MINUTES



Implementation Timeline & Next Steps

JOHN WILLE, CAPITAL PROJECTS MANAGER

Project Timeframe



1. Design & Bidding

- 100% Design Plans & Specifications: November 2022
- Final Regulatory Permits: December 2022
- Qualification and Bidding Advertisement: January – February 2023
- Contractor Selection: February – March 2023
- Contract Negotiations: April – May 2023

Project Timeframe



2. Construction

- Mobilization/Start Up: June 2023
- Completion/Close Out: June 2024





Closing Comments



**Please scan for additional
information on this project:**





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 7, 2022

Originating Department: Clerk's Office

Agenda Title: November 2, 2022 Regular Commission Meeting Minutes

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

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

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

Advertised:

Date: n/a **Newspaper:** _____

Attachments: Minutes, Exhibits A-D.

Please initial one:

_____ Yes I have notified everyone

S.E. _____ Not applicable in this case

Summary Explanation/Background:

Recommended Motion:

I move to approve the November 2, 2022 Regular Commission Meeting Minutes.



Lake Park Town Commission, Florida Regular Commission Meeting Minutes

Wednesday, November 02, 2022

Immediately following the Community Redevelopment Agency Meeting
Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
Mary Beth Taylor	—	Commissioner
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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

CALL TO ORDER/ROLL CALL/ PLEDGE OF ALLEGIANCE

8:45 P.M.

PRESENT

Mayor Michael O'Rourke

Vice-Mayor Kimberly Glas-Castro

Commissioner John Linden

Commissioner Roger Michaud

Commissioner Mary-Beth Taylor

Vice-Mayor Glas-Castro motioned to reorder the agenda, addressing New Business item number 10 prior to special presentations and reports. Commissioner Michaud seconded the Motion.

Voting Yea: Mayor O'Rourke, Vice-Mayor Glas-Castro, Commissioner Linden, Commissioner Michaud and Commissioner Taylor.

NEW BUSINESS

10. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN "AS IS" PURCHASE AND SALE CONTRACT FOR THE SALE OF THE PROPERTY AT 1100 2nd COURT OWNED BY THE TOWN OF LAKE PARK TO IGOR JOSE OLIVEIRA DE ALMEIDA AND NATASHA AILEEN QUIZA; AND PROVIDING FOR AN EFFECTIVE DATE.

Igor and Natasha De Almeida expressed gratitude and appreciation to the Commission.

Motion made by Commissioner Michaud, Seconded by Commissioner Linden.

Voting Yea: Mayor O'Rourke, Vice-Mayor Glas-Castro, Commissioner Linden, Commissioner Michaud and Commissioner Taylor.

The Commission welcomed the De Almeida's to the Town of Lake Park.

SPECIAL PRESENTATION/REPORT:

Commissioner Linden motioned to reorder the agenda, addressing Special Presentation item number two prior to number one. Commissioner Michaud seconded the Motion.

Voting Yea: Mayor O'Rourke, Vice-Mayor Glas-Castro, Commissioner Linden, Commissioner Michaud and Commissioner Taylor.

2. Courtesy presentation by the Village of North Palm Beach on their proposed C-3 district land development regulations.

Mr. Alex Ahrenholz, Village of North Palm Beach Acting Community Development Director presented to the Commission (see Exhibit A).

Vice-Mayor Glas-Castro expressed concerns regarding the setback for the 9-Story Building along Palmetto Drive. Mr. Ahrenholz announced the Village of North Palm welcomed all feedback from the Town of Lake Park Commission. Mayor O'Rourke suggested to buffer and terrace the structure. Commissioner Michaud suggested the inclusion of a pasture. Vice-Mayor Glas-Castro suggested the incorporation of a setback after the first two stories.

3. Centennial Celebration Presentation

Vice-Mayor Glas-Castro motioned to reorder the agenda, addressing Special Presentation item number three prior to number one. Commissioner Michaud seconded the Motion.

Voting Yea: Mayor O'Rourke, Vice-Mayor Glas-Castro, Commissioner Linden, Commissioner Michaud and Commissioner Taylor

Special Events Director Riunite Franks presented to the Commission (see Exhibit B). Vice-Mayor Glas-Castro suggested the inclusion of a Town Event between June and September. She expressed concerns regarding the cost of admission to the Centennial Gala (\$100.00 per person). Centennial Celebration Committee Members Patricia Leduc and Evelyn Harris-Clark addressed concerns and justified the cost of admission for the Gala. Vice-Mayor Glas-Castro suggested asking sponsors to purchase seats for residents whom could not afford to attend.

Mayor O'Rourke suggested the inclusion of a ticket-lottery/raffle for the Gala at the September 23, 2023 Centennial Art & Music Festival. Vice-Mayor Glas-Castro suggested giving away the Centennial Celebration Commemorative Book. Mayor O'Rourke suggested to include a Commission Chili Cook-Off as an event. Special Events Director Franks announced the Commission Chili Cook-Off would be included as an event between June-September 2023. The Commission thanked Ms. Leduc and Ms. Harris-Clark for their service on the Centennial Celebration Committee.

1. Town of Lake Park Communications Presentation

Grant Writer/Chief Public Information Officer Merrell Angstreich presented to the Commission (see Exhibit C).

Mayor O'Rourke asked Ms. Angstreich to identify the Town of Lake Park Website Administrator. Ms. Angstreich announced that she was the primary Website Administrator.

Commissioner Linden questioned if printed copies of the Town of Lake Park Newsletter could be provided to local businesses. Ms. Angstreich announced the distribution of printed copies of the Newsletter ceased in 2020 but could be considered for implementation per cost benefit analysis.

Commissioner Michaud questioned if the CodeRed Communications Software disclosed the amount of residents subscribed to multiple language notifications. Ms. Angstreich explained the CodeRed Communications Software did not allow collection or disclosure of the information. Commissioner Michaud questioned if CodeRed could be used to notify residents of Town Events. Ms. Angstreich explained that CodeRed could be utilized for additional notifications; however, it should be utilized judiciously because 866 numbers are commonly perceived as nuisance calls and additional translation costs. Commissioner Michaud suggested merging a CodeRed Link into the Town Newsletter.

Vice-Mayor Glas-Castro expressed appreciation for the direct mail flyers and suggested quarterly newsletters of Town of Lake Park Highlights.

Mayor O'Rourke questioned if there was a method to increase the number of people registered with Constant Contac. He also questioned if local business email addresses were included in the contact list. Ms. Angstreich explained she acquires email addresses per Business Tax Receipt lists, registered Library users, and collection of email addresses from Town Workshops/Meetings. She announced approximately 30 email addresses were added on a monthly basis.

The Commission thanked Ms. Angstreich for her presentation.

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.

4. **October 19, 2022 Regular Commission Meeting Minutes**
5. **Resolution of the Town Commission of the Town of Lake Park, Florida, Authorizing and Directing the Mayor to Execute an Agreement with the State of Florida, Department of Environmental Protections Resilient Florida Program for Grant Funds Associated with the Stormwater Master Plan Five Percent Bioswales Program – 2nd Street Project.**
6. **Resolution to Authorize the Mayor to Execute an Agreement with Image Janitorial Services, Inc. for the Provision of Janitorial Services for Town Buildings and Parks Restrooms, per the Pricing, Terms, and Conditions of the Town's RFP No. 109-2022.**
7. **Resolution of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Mayor to Execute an Amendment to the Contract with M & M Asphalt Maintenance, Inc., d/b/a All County Paving, for Maintenance and Repair of Town Streets, Roads, and Sidewalks and Related Services.**
8. **Resolution of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Mayor to Execute an Amendment to the Contract with Shenandoah General Construction, LLC, for the provision of stormwater infrastructure maintenance and repair services.**
9. **Resolution Establishing the Qualifying Period for the March 14, 2023 Municipal Election**

Motion made to approve the Consent Agenda by Vice-Mayor Glas-Castro, Seconded by Commissioner Michaud.

Voting Yea: Mayor O'Rourke, Vice-Mayor Glas-Castro, Commissioner Linden, Commissioner Michaud and Commissioner Taylor

BOARD MEMBER NOMINATION: None

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION): None

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

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

OLD BUSINESS: None

NEW BUSINESS:

11. Senior Health Fair Sponsorship Request

Town Manager D'Agostino explained the item.

Motion made to approve the sponsorship request for the Senior Health Fair by Vice-Mayor Glas-Castro, Seconded by Commissioner Linden.

Voting Yea: Mayor O'Rourke, Vice-Mayor Glas-Castro, Commissioner Linden, Commissioner Michaud and Commissioner Taylor

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.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D'Agostino announced the following comments within Exhibit D.

-Per Consensus, the Commission scheduled the November 16, 2022 Special Call CRA Meeting to begin at 5:30 p.m.

-Per Consensus, the Commission scheduled the Discussion of the Request for Qualifications for a Tennis/Pickleball program for the December 7, 2022 Regular Commission Meeting.

Commissioner Linden announced the Town Commission participation in the Palm Beach County Veteran's Day Parade on November 6, 2022 at 2:00 p.m. He announced the Town Commission would line-up at spot 16. He announced that he enjoyed the most recent read for the record and sunset celebration. He announced the Business at Breakfast evening edition on November 8, 2022.

Commissioner Michaud announced his attendance at the most recent read for the record and sunset celebration. He announced his appointment to the Palm Beach County School Board Advisory Boundary Committee.

Commissioner Taylor announced she read for the record at Lake Park Elementary School.

Vice-Mayor Glas-Castro announced she read for the record at the Lake Park Public Library.

Mayor O'Rourke announced his attendance at his 50th High School Reunion and Rail-Volution.

REQUEST FOR FUTURE AGENDA ITEMS: None

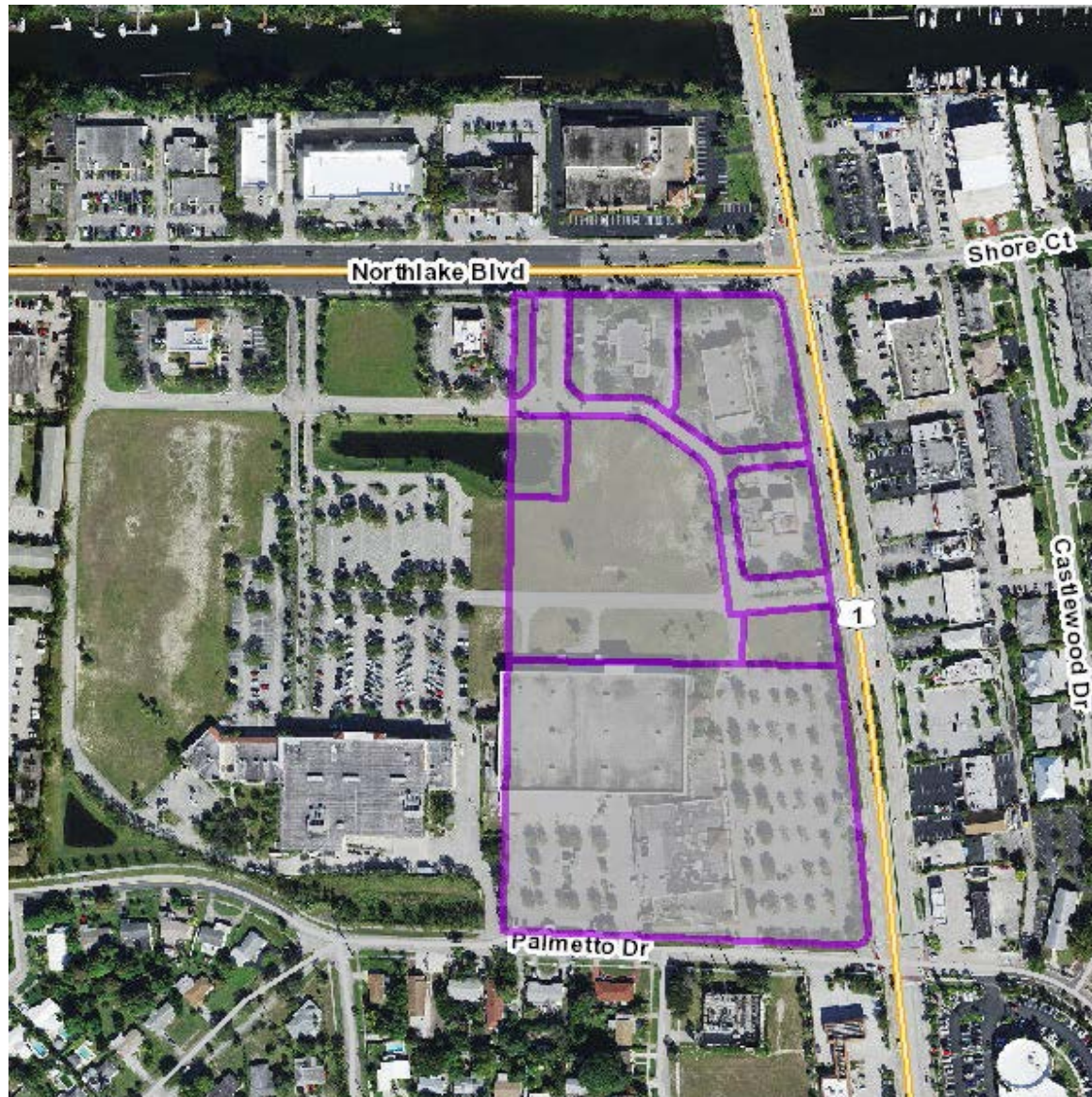
ADJOURNMENT: 10:43 P.M.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on November 16, 2022.

C3 Regional Business District Zoning Text Amendment Lake Park Town Council 11/2/2022



Location



Renderings

4 MASTER PLAN
SITE AERIAL

Conceptual

Gensler

VILLAGE SHoppes | JULY 14, 2022 | 03

Renderings

4

MASTER PLAN

TERRACE VIEW - PLAZA

Conceptual



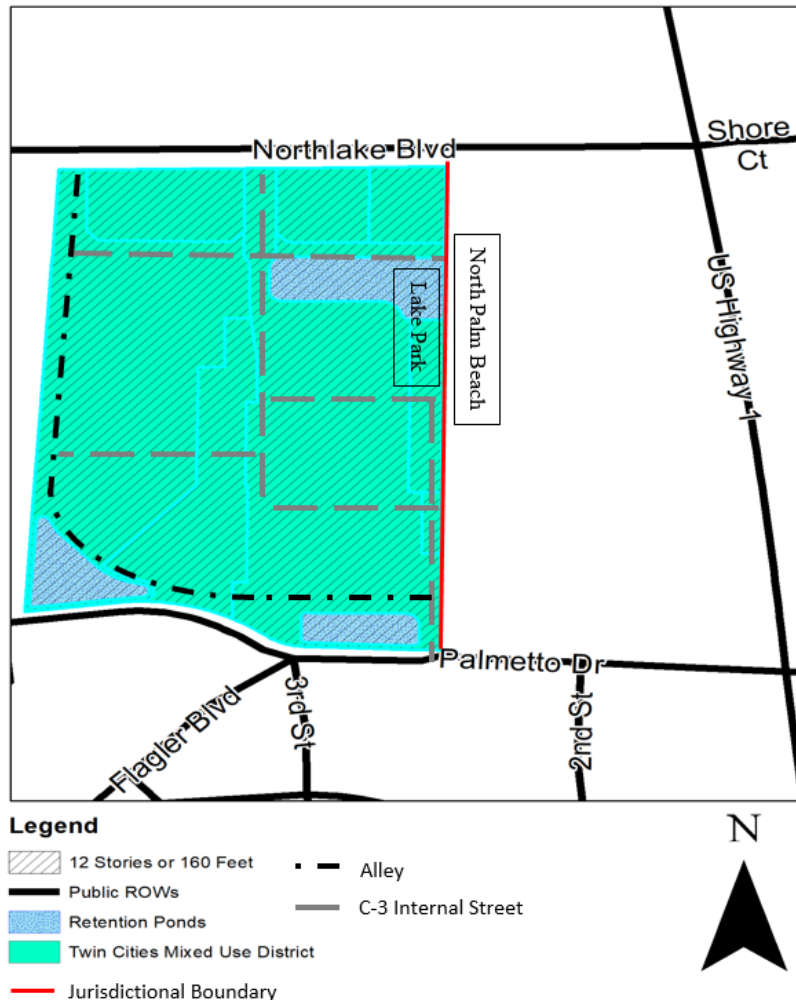
Gensler

VILLAGE SHOPPES | JULY 14, 2022 |

98

Lake Park regulations

Figure 1 - District Regulating Plan



- 48 Du/ac- residential
- 2.0 FAR for non-residential
- Maximum height of 12 stories, 160 feet. Can Include up to 3 floors of parking
- Created 7 building types and setback regulations for each. No location restriction of types
- 30 setback from residential uses
- Restricted bars and nightclubs

Land Development Regulations

- Existing C3 regulations to remain for the outparcels. Can utilize regular PUD process- restricted to 50 feet high.
- Establish minimums to request a PUD:
 - Five (5) acres
 - 0.5 acre civic space
 - 50,000 SF of non-residential uses
- Amend use table for all C3 with special allowed uses through the PUD

Planned Unit Development

Height

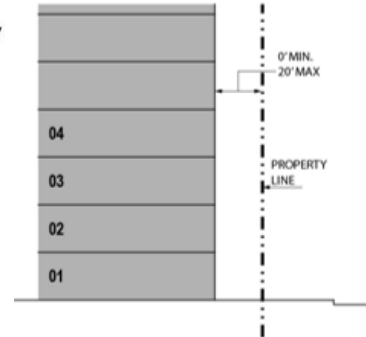
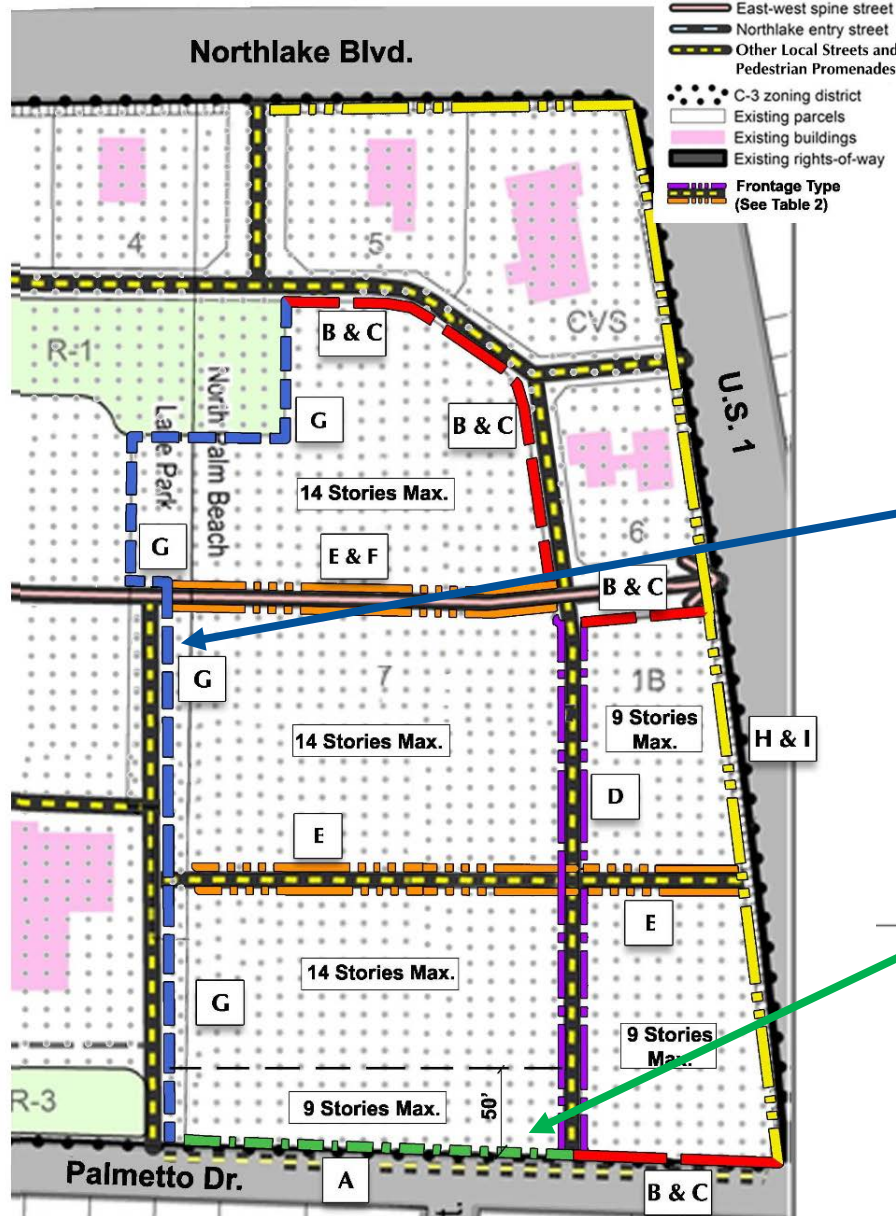
- 200 feet
- 14 stories
 - 9 stories within 50 feet of US Highway 1 and Palmetto

FAR

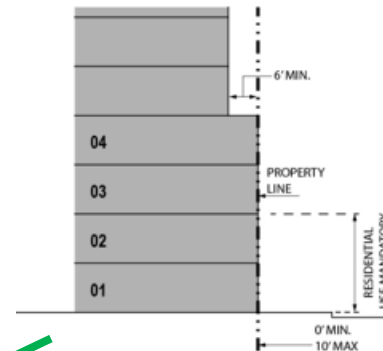
- 2.75
 - 13 acre area- 569,610 sq. ft.
 - 1,566,427 sq ft. maximum
- Lake Park (2.0 FAR and 48 du/ac)

Regulating Plan

80% development



Build to Zone		
All Floors	0' min.	20' max.



Build to Zone		
Ground Thru 4 th Floors	0' min.	10' max
Above 4 th Floor	6' min.	

Regulating Plan

Item 4.

Frontage A



Schedule

Working with Treasure Coast Regional Planning Council

- November 1st Planning Commission workshop
- November 10th Village Council Workshop
- December 6th Planning Commission
- January 12th Village Council first reading

Once approved, property owner needs to submit Master Plan/ PUD application for review by NPB and Lake Park

Exhibit B

Item 4.



CENTENNIAL CELEBRATION



CENTENNIAL CELEBRATION COMMITTEE MEMBERS

Commissioner John Linden – Chair

Evelyn Harris Clark – Vice Chair

Mayor Michael O'Rourke

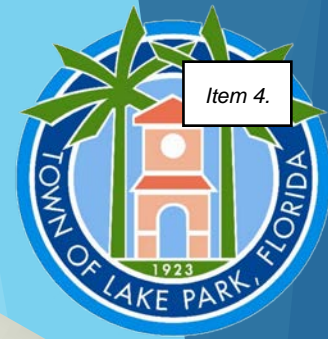
Commissioner Roger Michaud

Commissioner Mary Beth Taylor

Patricia Leduc

Beth Motschenbacher

CENTENNIAL KICKOFF CONCERT FRIDAY, JANUARY 27, 2023



6:00 pm – 9:00 pm at Lake Park Harbor Marina
Live Entertainment from Memory Lane
Food and Arts & Crafts Vendors
Unveiling of Centennial Celebration Logo
Centennial Celebration Commemorative Keepsakes
Rain Date: Friday, February 24, 2023

BUDGET BREAKDOWN

Banners: \$1,000.00

Additional Entertainment Funds - \$1,000.00

Additional Marketing Funds: \$500.00

Additional Decorations Funds: \$500.00

Additional Photography & Videography Funds: \$500.00

TOTAL = \$3,500.00

CENTENNIAL BATTLE OF THE BADGES SATURDAY, MARCH 4, 2023



10:00 am – 1:00 pm in Bert Bostrom Park
Palm Beach County Sherriff's Office District 10
Palm Beach County Fire Rescue Station 68

Music, Games, Activities, Free Food, Community Vendors
Touch-A-Truck, Fire Engine, SWAT, K9, Bomb Squad, Mounted Unit

BUDGET BREAKDOWN

Banners: \$1,000.00
DJ/Sound System - \$500.00
Tents: \$1,000.00
Carnival Games & Activities: \$5,000.00
Marketing: \$500.00
Decorations: \$500.00
Photography & Videography: \$500.00
Food & Drinks: \$1,000.00
TOTAL = \$5,500.00





HARRY KELSEY BIRTHDAY CELEBRATION AND HISTORICAL TOUR SUNDAY, MARCH 26, 2023

Time - TBD

Town of Lake Park/Kelsey Park/Evergreen House
In Honor of Bicycle Month & Town's Annual Bicycle Tour
Partnering with the Town's Historical Society

Event Registration Required
Options: Trolley, Bicycle, Golf Cart
Refreshments Will Be Served



BUDGET BREAKDOWN

Banners: \$1,000.00
Tents: \$1,000.00
Marketing: \$500.00
Photography & Videography: \$500.00
Desserts and Drinks: \$500.00
TOTAL = \$3,500.00

CENTENNIAL EASTER EGGSTRAVAGANZA SATURDAY, APRIL 8, 2023



10:00 am – 1:00 pm in Kelsey Park
Egg Hunts for Children 3-10 Years Old
Free Photos with the Easter Bunny
Music, Food Vendors, Raffle Prizes, Face Painting



BUDGET BREAKDOWN

Easter Baskets: \$2,000.00

TOTAL = \$2,000.00

*The remainder of event funds will come from annual Easter Eggstravaganza line item

CENTENNIAL ARBOR DAY CEREMONY FRIDAY, APRIL 28, 2023

10:00 am – 11:00 am in Kelsey Park

New Tree Planted with a Commemorative Plaque

Students from Lake Park Elementary, Lake Park Baptist School
and Bright Futures Academy
Refreshments Will Be Served



BUDGET BREAKDOWN

Event will be funded through
the Special Events Department Budget.



CENTENNIAL EXHIBIT RIBBON CUTTING CEREMONY SATURDAY, JUNE 3, 2023

10:00 am – 12:00 pm in the Lake Park Public Library
Centennial Historical Photo Display
RSVP Required
Refreshments Will Be Served



BUDGET BREAKDOWN

Mounted Poster Boards: \$2,000.00
Easels: \$1,000.00
Marketing : \$500.00
Photography & Videography: \$500.00
Refreshments: \$1,000.00
TOTAL = \$5,000.00

CENTENNIAL ART & MUSIC FESTIVAL

SATURDAY, SEPTEMBER 23, 2023

Time – TBD

Park Avenue

Arts and Crafts Vendors, Food Vendors, Live Entertainment,
Kids Area with Face Painting, Games & Activities



BUDGET BREAKDOWN

Stage, Lights & Equipment: \$10,000.00

Entertainment - \$10,000.00

Tents & Accessories: \$5,000.00

Portable Restrooms: \$4,000.00

Marketing: \$4,000.00

Decorations: \$5,000.00

Games & Activities: \$5,000.00

Photography & Videography: \$2,000.00

TOTAL = \$45,000.00



CENTENNIAL GALA SATURDAY, OCTOBER 14, 2023

7:00 pm – 10:00 pm in the Mirror Ballroom
Dinner, Entertainment, Program Booklet
Tickets \$100.00 Per Person
100 Maximum Capacity



BUDGET BREAKDOWN

Food & Drinks: \$8,000.00
Decorations: \$2,000.00
Entertainment: \$2,000.00
Marketing: \$2,000.00
Photography & Videography: \$1,000.00
TOTAL = \$15,000.00



CENTENNIAL TIME CAPSULE CEREMONY THURSDAY, NOVEMBER 16, 2023

6:00 pm Near the Clock Tower on Park Avenue
Unearth Time Capsule Buried on November 16, 1998
Replace with New Time Capsule



BUDGET BREAKDOWN

Banners: \$1,000.00
Tents: \$1,000.00
Marketing : \$500.00
Decorations: \$500.00
Photography & Videography: \$500.00
Snacks and Drinks: \$500.00
Staging & Equipment: \$1,000.00
TOTAL = \$5,000.00



CENTENNIAL CELEBRATION FESTIVAL

SATURDAY, NOVEMBER 18, 2023

Time – TBD

Location: Lake Shore Park

Continuous Live Entertainment, Festive Food & Drink Vendors,
Carnival Games, Children's Activities, Face Painting, Bounce
Houses and Special Presentations

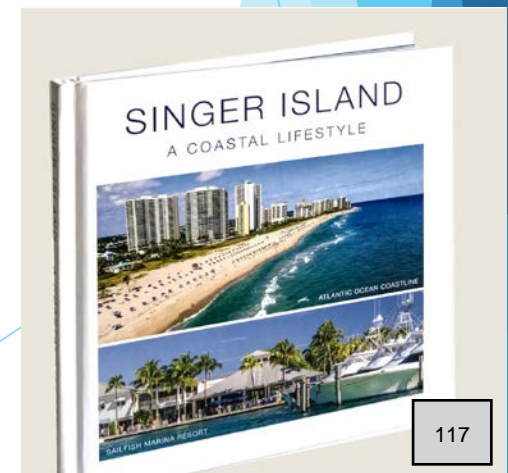
VIP Area: Town Commission, Centennial Committee, Town Staff
and Centennial Celebration Sponsors
Fireworks Display Along the Intracoastal



BUDGET BREAKDOWN

Fireworks - \$25,000.00
Stage, Lights & Equipment: \$10,000.00
Entertainment - \$10,000.00
Tents: \$5,000.00
Carnival Games & Activities: \$5,000.00
Portable Restrooms: \$5,000.00
Marketing: \$5,000.00
Decorations: \$5,000.00
Photography & Videography: \$2,000.00
Additional Restroom Cleaning: \$1,000.00
TOTAL = \$73,000.00

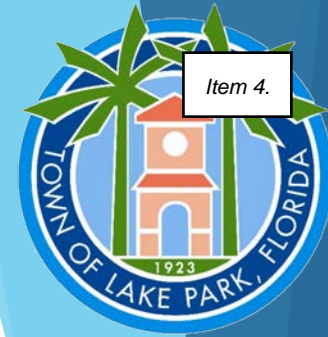




Phase 1 – Design, Layout, Editing Copyright: \$11,300.00
Phase 2 – Design, Layout, Editing Copyright: \$11,300.00
Final Editing, Proofing, Registration, Copyright, Printing: \$11,400.00
Total = \$34,000.00

CENTENNIAL CELEBRATION COMMEMORATIVE KEEPSAKES

T-shirts, Mugs, Keychains, Pint Glasses and Tote Bags
Branded with the Centennial Celebration Logo
Unveiled at the Centennial Kickoff Concert
All Items Available for Purchase



Item 4.



Collectible Keychain

BUDGET BREAKDOWN

Design: \$1,000.00

Print: \$4,000.00

TOTAL = \$5,000.00

CENTENNIAL CELEBRATION

SPONSORSHIP LEVELS



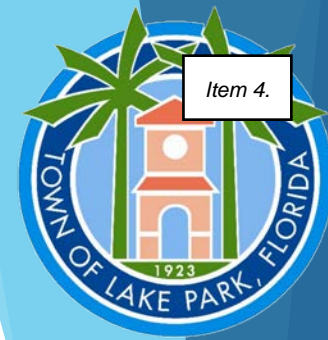
SPONSORSHIP OPPORTUNITY	TITLE SPONSOR (\$20,000.00+)	DIAMOND SPONSOR (\$10,000.00)	PLATINUM SPONSOR (\$5,000.00)	GOLD SPONSOR (\$2,500.00)	SILVER SPONSOR (\$1,000.00)	BRONZE SPONSOR (\$500.00)	COMMUNITY SPONSOR (\$100.00)
Listed as Presenting Sponsor for Centennial Celebration Event on November 18, 2023	★						
Selection of Item to be Placed in New Time Capsule	★	★					
Centennial Celebration Sponsor Plaque	★	★	★				
Social Media Posts	3	2	1				
Listed as Sponsor in Press Releases and Public Announcement	ALL	SELECT	SELECT	SELECT			
Sponsor Tent at Centennial Celebration Kickoff Concert	10X10 TENT	10X10 TENT					
Sponsor Tent at Centennial Celebration on November 18, 2023	30X50 TENT	30X30 TENT	20X20 TENT	10X10 TENT	10X10 TENT	10X10 TENT	
Tickets for Centennial Gala	10 TICKETS	6 TICKETS	4 TICKETS	2 TICKETS	2 TICKETS		
Advertisement in Centennial Gala Program Book	FULL PAGE	FULL PAGE	HALF PAGE	QUARTER PAGE	EIGHTH PAGE		
Sponsor Name and/or Logo on Marketing Material (including brochures, flyers, banners, signs)	Prominent Placement on All	Prominent Placement on All	Prominent Placement on Select	Prominent Placement on Select	Placement on Select	Placement on Select	Placement on Select
Sponsor Name and/or Logo on Town Website	Prominent Placement with Link to Company Website	Prominent Placement with Link to Company Website	Prominent Placement with Link to Company Website	★	★	★	★
Sponsor Name and/or Logo on Centennial Celebration T-shirt	Prominent Placement	Prominent Placement	Prominent Placement	★	★	★	★

CENTENNIAL CELEBRATION COMMITTEE

There is still time to join the Centennial Celebration Committee. Committee members have the opportunity to use their expertise in:

LOGISTICS
BUDGETING
MARKETING
DECORATIONS
SPONSORSHIP

Meetings are held the 1st and 3rd Tuesday of each month at 6:30 pm in the Commission Chambers located in Town Hall. For more information please contact the Special Events Department at 561-840-0160 or specialevents@lakeparkflorida.gov.





QUESTIONS???

Exhibit C

Item 4.

TOWN OF LAKE PARK COMMUNITY OUTREACH



OUTREACH METHODS FOR KEEPING CONSTITUENTS INFORMED

The Town of Lake Park is dedicated to keeping its constituents informed, whether it is regarding an upcoming event, office closures due to an impending significant weather event, our weekly sanitation schedule or anything in between.

In order to accomplish this, we use various robust methods of communication:

- CodeRED
- Comcast Channel 18
- Constant Contact
- Facebook
- Mailings
- Newsletter
- Nextdoor
- Website

CodeRED



- Used primarily for emergencies
- Messaging sent in three languages (English, Spanish, Haitian Creole)
- Calls come from 866-419-5000

Contact Groups: Staff, Commission, CAP (entered manually)
General Public (added by ONSOLVE or individual sign-up)

Total: 4,225 phones (4,218 contacts)

Comcast Channel 18

- Used to provide static information about the Town
- Updated weekly with sanitation schedule
- Airs and replays Commission meetings



Constant Contact

- Email to general or targeted audience
 - Children and Youth
 - Commissioners
 - CRA
 - E-news
 - Events
 - Lake Park Businesses
 - Library
- Total contacts: 3,777
- The Town actively collects residents' email addresses at events such as workshops and community meetings

Average Lake Park Constant Contact email open rate: 42%
Average overall Constant Contact email open rate: 31.5%

Item 4.



COMMERCIAL AND RESIDENTIAL
SANITATION SCHEDULE UPDATE
AS THE RESULT OF HURRICANE IAN

September 29:
Commercial and residential garbage
collection on a regular schedule
September 30:
Commercial and residential garbage
collection on a regular schedule

THE SUPERVISOR OF ELECTIONS
IS IN NEED OF POLL WORKERS
FOR THE
AUGUST 23 PRIMARY ELECTION
AND THE
NOVEMBER 8 GENERAL ELECTION



FREE
PALM BEACH COUNTY FOOD BANK
TAKE-HOME MEALS FOR KIDS AND TEENS
AT
THE LAKE PARK PUBLIC LIBRARY

If you or someone you know has a child up to the age of 18 and is experiencing food insecurity, please consider visiting the Lake Park Public Library to pick up free weekend meals. Meals will be available each Thursday while supplies last. Please see the flyer below for details.

Please contact the Lake Park Public Library at 561-881-3330 with any questions.



Facebook

- Town: 1,171 Followers (+20 in the last 28 days)
- CRA: 2,344 Followers (+7 in the last 28 days)
- Library: 322 Followers
- Most frequently used resource for Town, CRA and Library notifications
- Also used to create “Facebook Events” for Sunset Celebration, Back 2 School Extravaganza, Etc.
- Content created internally and by Strategic Marketing
- Regularly Updated By Town
- Easily Shared By Followers



Mailings

- Used discerningly due to the associated cost and pursuant to requirements in the Town Code for certain types of notifications
- Always in three languages (English, Spanish, Haitian Creole)
- Disseminated by the creating department

Item 4.

PARTICIPATE NOW!

Community Street Lighting Survey

The Town is evaluating options to upgrade the existing street lighting system and is seeking public input to help guide our selections for future lighting levels, including the style of roadway fixtures and the locations that need improvement. Information about the current street lighting in Lake Park is available on the Town's website. Please respond by October 31, 2022.




PARTICIPA AHORA!

Encuesta Comunitaria Sobre Alumbrado Público

La Ciudad está evaluando opciones para mejorar el sistema de alumbrado público existente y está pidiendo el aporte del público para ayudarnos en la selección de niveles de iluminación para el futuro, incluyendo el estilo de las luminarias vieles y los sitios que necesitan mejoría. Información sobre el alumbrado público actual de Lake Park está disponible en el sitio web de la Ciudad. Por favor responder antes del 31 de octubre del 2022.





PATISPE KOUNYE A!

Sondaj Kominote sou Sistèm Ekleraj Lari a

Vil la ap evalue opsyon pou li ka modènize sistèm ekleraj aktyèl lari yo epi l ap solisite patisipasyon piblik la, pou sèvi nou kòm gid lè n ap deside ki nivo ekleraj n ap adopte alavni, lè tou n ap deside ki kalite lanpadè nou bezwen pou wout nou yo epi ki andwa ki bezwen amelyorasyon. W ap jwenn enfòmasyon sou ekleraj aktyèl lari Lake Park nan website Vil la. Silvoulè reponn anvan 31 oktòb, 2022.








(561) 861-3345 publicworks@lakeparkflorida.gov WWW.LAKEPARKFLORIDA.GOV



TOWN OF LAKE PARK NOTIFICATION OF LAWN WATERING RESTRICTIONS

THE TOWN HAS ADOPTED THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES, WHICH LIMIT LANDSCAPE IRRIGATION, INCLUDING LAWN, TO **TWO DAYS PER WEEK** (PLEASE SEE ATTACHED ORDINANCE). THESE RESTRICTIONS APPLY TO RESIDENTIAL, COMMERCIAL, INSTITUTIONAL, GOVERNMENTAL AND INDUSTRIAL USERS. EFFECTIVE IMMEDIATELY, LAWN WATERING MAY ONLY TAKE PLACE **BETWEEN THE HOURS OF 8:00 P.M. AND 8:00 A.M.** ON THE DAYS INDICATED IN THE TABLE BELOW.

- Odd-numbered addresses may irrigate only on Wednesdays and/or Saturdays.
- Even-numbered addresses or other locations without an address, may irrigate only on Thursdays and/or Sundays.

IF YOUR ADDRESS ENDS IN...	MONDAY	TUESDAY	WEDNESDAY 8PM - 8AM ONLY	THURSDAY 8PM - 8AM ONLY	FRIDAY	SATURDAY 8PM - 8AM ONLY	SUNDAY 8PM - 8AM ONLY
1, 3, 5, 7, 9							
0, 2, 4, 6, 8							

These restrictions will be strictly enforced by the Town's Code Compliance Division. Exemptions to the restrictions are listed within the Ordinance. For additional information, please contact the Community Development Department Code Compliance Division at 561-861-3321 or e-mail knewley@lakeparkflorida.gov.

TOWN OF LAKE PARK CODE COMPLIANCE DIVISION 530 PINE AVENUE LAKE PARK, FL 33403 (861) 861-3321, EXT. 343

Newsletter (Inside Lake Park)

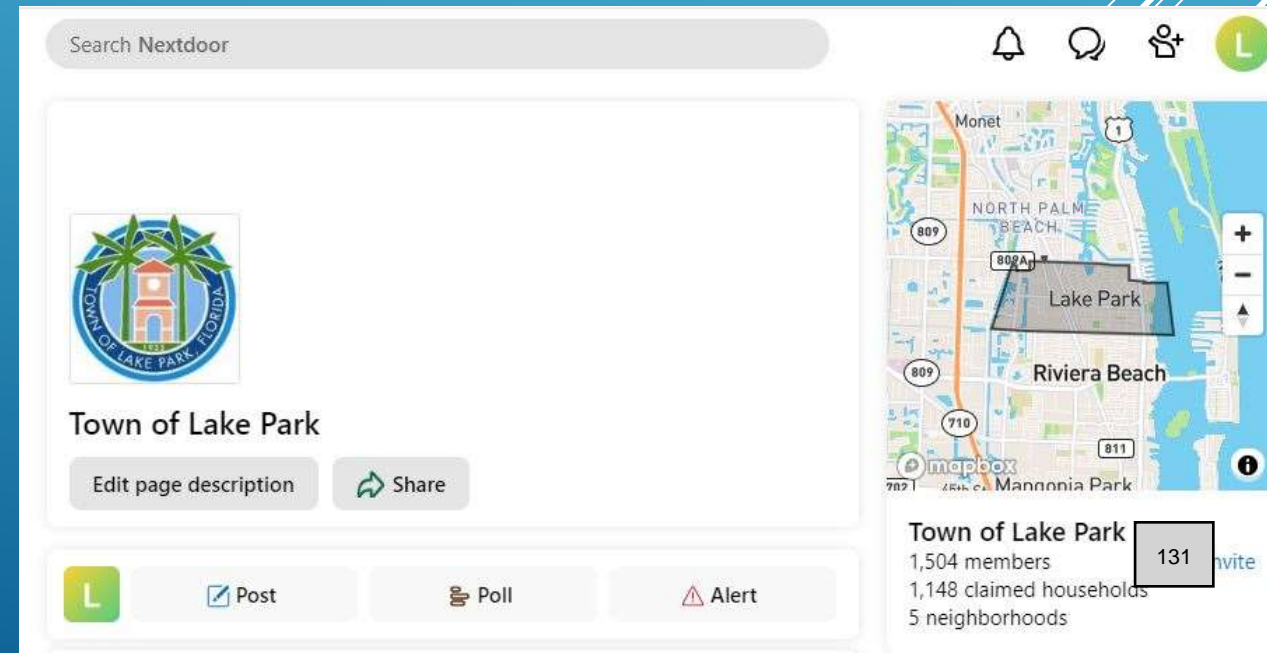
Item 4.

- Typically 30 to 50 email address additions each month
- Current list includes more than 2,600 recipients
- Features major stories, property of the month, and event flyers; recent updates include staff anniversaries and mayor's message



Nextdoor

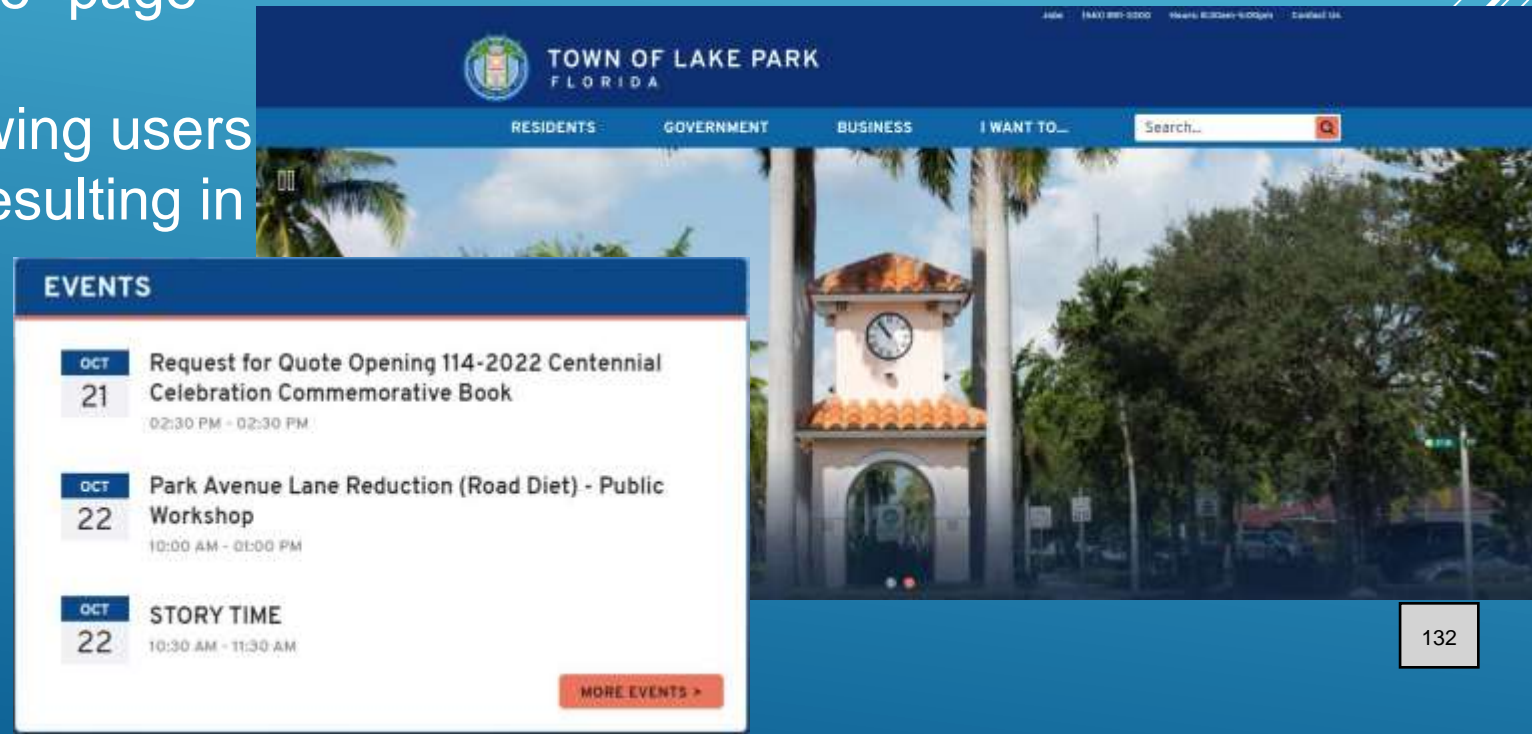
- Nearly all Facebook content created in-house is also posted on Nextdoor
- Currently at 1,504 members
- Posts also appear in “Best Lake Park” Nextdoor forum
- Only updated by Communications Department staff or designee
- Regularly updated
- Easily shared



Website

Item 4.

- Updated to include relevant new information as it becomes available
- Event calendar on front page features the three closest upcoming events; expandable to search future events (including attached event flyers)
- Easily navigated through intuitive tabs and/or “I Want To...” search feature, which is prominently displayed on the “home” page
- Front page includes a feature allowing users to request the Town’s newsletter, resulting in a minimum of five new requests per month



We can provide the community with information,
but we cannot force them to read it.

This situation is not unique to the
Town of Lake Park.

Stakeholder	Connection to the issue	Population size	Typical players
Highly Involved	Thinks about this issue daily	6-12 people or (0.001%)	Activists, Agents of change, Innocent bystanders, Proponents of change, Decision makers
Attentives	Thinks about this issue weekly/Monthly	20-50 or people (1%)	Policy Experts, Journalists, Civic Leaders, Politicians, CEOs, consultants
Browsers	Thinks about this issue Annually	1000s or (9%)	Members of political parties/associations, citizen journalists, press readership, facebook friends
General Public	Every 1 or more years/during an election cycle	Everyone else / (90%)	The Electorate, ratepayers

HOW CAN WE INCREASE OUR REACH?

Item 4.

- Commission participation is the easiest and most effective way to enhance our connection with our constituents and buttress staff's outreach efforts.
- Sharing the Town's Facebook posts on your own Facebook page or other social media will help to saturate the audience and demonstrate your support of the event/subject/etc.
- Flyers that are received in emails can be printed and shared with constituents.





TOWN COMMISSION MEETING
Wednesday, November 2, 2022

Town of Lake Park Municipal Election

On **Tuesday, March 14, 2023**, the Town of Lake Park will hold a General Election for Mayor and one Commission seat. The qualifying period for candidacy for Mayor and one Commissioner will open promptly at 12:00 noon Tuesday, November 8, 2022, and close promptly at 12:00 noon Tuesday, November 22, 2022. Please contact Vivian Mendez, MMC, Town Clerk, at 561-881-3311 for more information.

Any person wishing to become a registered voter can complete an application form which can be obtained at the Palm Beach County Supervisor of Elections, before the registration books close (29 days before an election). Once registered, Voter Registration cards are mailed and reflect each voter's precinct and polling place for all elections.

The Limited Voting Method.

Each Town of Lake Park registered voter will have the opportunity to cast one vote for the Mayor candidate of choice for a three (3) year term. The candidate receiving the most amount of votes will become the Mayor for the next three (3) years. The candidate receiving the most amount of votes for the Commission seat will serve for two (2) years.

Lake Park Harbor Marina P3 Development Project Public Presentation

At the **November 16, 2022** Regular Commission meeting, Foster Development will give its first public presentation on the Lake Park Harbor Marina P3 Development Project. Much work has been proceeding behind the scenes, per Florida Statute, including many work sessions with Town staff and several publicly announced private sessions with Foster Development, our P3 consultant Don Delaney of Strategic Development Initiatives, Inc. (SDI), and the Town Commission. And if you have had occasion to drive by the Marina, you will have noticed the tremendous progress that has been achieved so far with this major construction project. A direct mailing will be sent to all residents and other Town stakeholders announcing the November 16, 2022 public presentation, but I wanted to take this opportunity to announce that it will be happening. The Lake Park Harbor Marina P3 Development Project is your project at your Marina, and we hope you will attend the November 16, 2022 Regular Commission meeting and take part in this important presentation.

Town Commission Consensus

Seeking Town Commission consensus to hold a Workshop, on an off Wednesday meeting, to get Commission input on structuring a Request for Qualifications (RFQ) for a Tennis and/or Pickleball program. The RFQ discussion was to take place on November 16, 2022. The Commission requested a light Agenda to allow for a presentation on the Lake Park Harbor Marina expansion.

HUMAN RESOURCES

Town Job Openings

Maintenance Worker-The Public Works Department is still seeking a qualified individual to fill the position of Maintenance Worker. High school diploma or equivalent required plus a minimum of three (3) years of related experience. Knowledge of computer applications such as Microsoft Office suite, PDF applications, email, and phone; knowledge of various trade disciplines to produce or perform quality service, repair, and maintenance; and, knowledge of occupational safety policies and procedures are required. Technical degree in specialized skill is preferred. Must have the ability to obtain a valid Florida Class B Commercial Driver's License within six (6) months from date of employment and have not lost any driving privileges by reason of revocation, suspension or denial of license, or have been convicted and/or had an adjudication withheld of three or more moving violations in the previous 36-month period. The deadline by which to apply is **5:00 p.m. on November 7, 2022.**

Dock Attendant-The Lake Park Harbor Marina is seeking a qualified individual to fill the position of Dock Attendant. High school diploma or equivalent plus a minimum of one year of experience are required. Must have knowledge of working with Dockmaster software, P.O.S software, Payware (Passport Parking App) software, Worldpay and Microsoft Outlook software emails and Pneumcator TMS 3000 fuel reading. Must also be able to swim and must have a valid Florida driver's license. The deadline by which to apply is **5:00 p.m. on November 14, 2022.**

Those interested in applying for any of the above positions may contact the Town's Human Resources Department at 561-881-3300 Option 8, or may visit the Town's official website at www.lakeparkflorida.gov for additional information and to download an employment application.

PUBLIC WORKS

Community Street Lighting Survey Results - As part of the Town's ongoing efforts to improve safety and mobility in the community, the department published a brief opinion survey during the month of October 2022. The survey's objective was to gather feedback on the public's preferences for outdoor lighting in our streets and pedestrian walkways. Additionally, more than **3,600** invitations were sent to Town residential and commercial

properties and there was a **3.54%** participation rate or **131** respondents to the survey, which was sent in three languages. We thank all those that provided input and preferences, which will be carefully considered as we implement additional lighting improvements as recommended in the Street Lighting Study. The findings from the survey will also be presented to the Town Commission during a future meeting as well as shared with the public via the Town's website.

10th Street Oval-about Stakeholder Meeting - The Departments of Public Works and Community Development will be hosting a Stakeholders' Meeting on **Monday, November 14, 2022, 6:00 p.m. to 8:00 p.m.**, in Town Hall's Commission Chambers, to present and discuss the proposed **10th Street Oval-about Initiative**. During this event, we welcome members of the public to provide comments and ask questions regarding planned design and implementation timeline for this project. Direct mailers related to the meeting have been sent and additional information is available on the Town's website by searching for keyword: "Capital Projects" or by contacting the Department of Public Works at (561) 881-3345 or email www.publicworks@lakeparkflorida.gov.

SPECIAL EVENTS

PBC Veterans Parade

The Town Commission will participate in the Palm Beach County Veterans Parade on **Sunday, November 6** in downtown West Palm Beach. The parade will begin at 2:00 p.m., starting at the corner of Clematis Street and Tamarind Avenue and traveling east on Clematis towards Flagler. Parking is free in Sapodilla, Clematis, City Center, and Banyan Garages from 12 noon to 5 pm.

VFW 75TH Anniversary Celebration

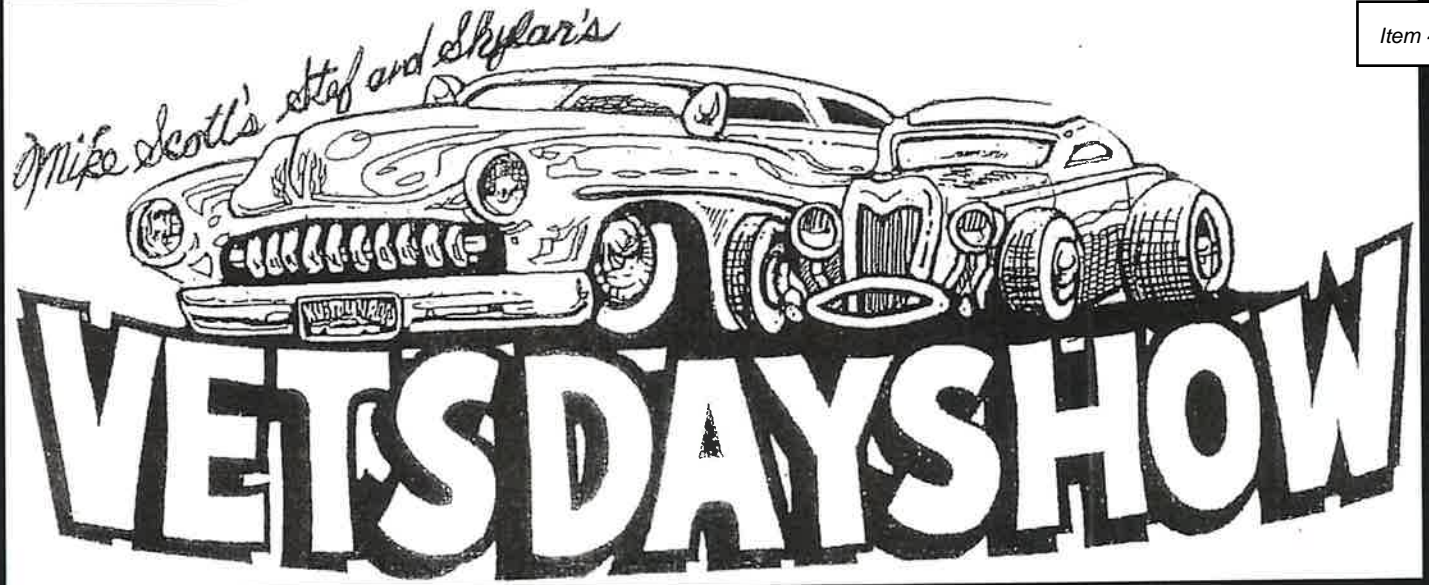
VFW Post 9610 is hosting there 75th Anniversary Celebration on **Saturday, November 12** from 12:00 p.m. – 4:00 p.m. at the Donald Ross Post located at 354 10th Street. The event is open to the public. There will be free food, music, games and raffles. The VFW will honor the Town Commission at the event. For more information please contact the Special Events Department at 561-840-0160.

Vets Day Car Show

The Vets Day Car Show will be held on **Sunday, November 13** from 8:00 a.m. – 4:00 p.m. in Kelsey Park. The event will also serve as a celebration of life for Mike "The Striper" Scott. For more information please contact Stefanie Scott at 772-834-8028.

Town Offices Closed Veterans Day

Friday, November 11, 2022 Town Offices will be closed in observance of Veterans Day. There is no change to Sanitation services.



Celebration of Life for Mike "The Stripper" Scott

Sunday, November 13, 2022

8:00 AM - 4:00 PM

Kelsey Park

601 US Highway 1

Lake Park, FL 33403

\$20.00 Registration Fee

Open To All Early And Late Model Vehicles

20+ Classes With Trophies

Special Mike Scott Memorial Award

For More Information Contact
Stefanie Scott at 772-834-8028



Town of Lake Park Offices Closed

Friday, November 11, 2022

in Observance of Veterans Day

**Town Hall
CRA Office
Public Works**

Library (also Saturday, November 12)

Sanitation Collection

There will be no change to
residential or commercial sanitation collection





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 7, 2022

Originating Department: Town Clerk

Agenda Title: November 16, 2022 Regular Commission Meeting Minutes

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

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

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

Advertised:

Date: n/a **Newspaper:** _____

Attachments: Minutes; Exhibit A-B

Please initial one:

_____ Yes I have notified everyone

V.M. _____ Not applicable in this case

Recommended Motion:

I move To approve the November 16, 2022 Regular Commission Meeting Minutes.



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Wednesday, November 16, 2022 at 6:30 PM

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
Mary Beth Taylor	—	Commissioner
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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

CALL TO ORDER/ROLL CALL:

PRESENT

Mayor Michael O'Rourke
 Vice-Mayor Kimberly Glas-Castro
 Commissioner John Linden
 Commissioner Roger Michaud
 Commissioner Mary-Beth Taylor

PLEDGE OF ALLEGIANCE

Mr. Bill Mulligan led the Pledge of Allegiance.

SPECIAL PRESENTATION/REPORT:

1. Public Presentation by Forest Development Acquisitions, LLC Regarding the Proposed Public Private Partnership (P3) for the Enhancement of the Lake Park Harbor Marina.

Mr. Don Delaney of Strategic Development Initiatives (SDI) explained the history of the project. Mr. Peter Baytarian of Forest Development, and Mr. Larry Zabik, Project Manager presented to the Commission (see Exhibit "A").

Vice-Mayor Glas-Castro announced that Nautilus was the only approved component and the remainder of the presentation were concepts.

Commissioner Michaud asked questions regarding the proposed relationship between the Marina, Nautilus and Hotel. Mr. Zabik announced the Marina is complimentary to the Nautilus project. He announced the Town of Lake Park would own the Marina and Nautilus could not sell boat slips; the Marina, Nautilus, and the Hotel (concept) were separate entities. Commissioner Linden questioned the proposed advantages for boaters at the Lake Park Harbor Marina. Mr. Zabik explained the amenities (e.g., restaurant, automated boat storage maintenance, relocation of the boat ramp and improved Seawall.)

Public Comment:

1. Mr. Chip Armstrong spoke in support of the project.
2. Ms. Heather Kirkendoll spoke in opposition of the project.
3. Mr. Tom Barrett spoke in support of the project. He expressed concern regarding the potential boardwalk that would connect the Marina to Kelsey Park. Mr. Barrett announced that he had received a mailer regarding a public access boardwalk "Linking the Marina to Town Parks". Mr. Don Delaney announced that a boardwalk was not included in the project. Town Manager D'Agostino explained the boardwalk concept was separate from the expansion of the Marina. He announced the boardwalk was an option to reduce the construction costs of a seawall for 301, 401, and 501 Lake Shore Drive. He announced that a grant for public access would only be sought to reduce construction costs for residents (e.g. 5k-7k per quarter). He announced that seawall discussions would begin in January 2023.
4. Mr. Bob Olivo requested clarification of the \$1.2 Million initial payment to the Town of Lake Park. Town Manager D'Agostino confirmed that \$1.2 Million was an initial payment. He announced that future payments would be determined by an amendment to the agreement. Mr. Olivo questioned if the Bond would be paid off over time. Town Manager D'Agostino explained the installments would shift from the Town of Lake Park, currently an annual \$350k debt obligation.
5. Shana Phelan commented on the project.
6. Susan Ray spoke in support of the project.
7. Nancy Kohl spoke in support of the project.
8. Rafael Moscoso spoke in opposition of the project.

9. Greg Swayer asked for clarification of the number of boat slips and current bond status for the Marina. Mr. Zabik announced there were currently 67 boat slips in the conceptual drawings. Town Manager D'Agostino explained the current bond status as related to Florida Inland Navigation District Grant.

CONSENT AGENDA:

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

Motion to approve the Consent Agenda was made by Commissioner Linden, Seconded by Commissioner Michaud.

Voting Yea: Mayor O'Rourke, Vice-Mayor Glas-Castro, Commissioner Taylor

2. 82-11-22 Resolution Authorizing the Award of Lake Park Harbor Marina Security Services Contract to United Special Patrol, Inc.
3. October 22, 2022 Second Public Workshop - Park Avenue Lane Reduction Minutes
4. October 25, 2022 Special Call Commission Private Session Minutes
5. 83-11-22 Resolution Authorizing and Directing the Mayor to Execute an Amendment to the Grant Agreement Between the State of Florida, Department of State, Division of Historical Resources, and the Town of Lake Park for Town Hall Preservation Work Activities.

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

NONE

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

NONE

NEW BUSINESS:

NONE

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.

James Sullivan made comments regarding streets closures during construction projects. He also made comments regarding traffic at Park Avenue and 10th Street near the fire station.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D'Agostino announced comments within Exhibit "B". Per consensus, the Commission scheduled the Ribbon Cutting Ceremony for Lake Shore Park playground on Wednesday, December 21, 2022 at 4:00 p.m.; the Commission voted to cancel the December 21, 2022 Regular Commission Meeting; a Resolution for cancellation of the meeting will appear on the December 7, 2022 Regular Commission Meeting Agenda.

Commissioner Linden announced his participation in the Axe Throwing Competition at the Lake Park VFW. He thanked everyone for attending the Veteran's Day Car Show, Parade and the Holy Ground Ribbon Cutting Ceremony.

Commissioner Michaud thanked the residents of the Town for attending the November 16, 2022 CRA and Regular Commission Meetings. He thanked Town Manager D'Agostino for his comments.

Commissioner Taylor announced her attendance at the Holy Ground Ribbon Cutting Ceremony.

Vice-Mayor Glas-Castro questioned if the Read for the Record summary was submitted to the Palm Beach County Literacy Coalition. Library Director Judith Cooper answered, "Yes, the summary was 809." Vice-Mayor Glas-Castro announced the upcoming Tri-City BBQ on Friday, December 9, 2022.

Mayor O'Rourke had no comments.

REQUEST FOR FUTURE AGENDA ITEMS: None

FUTURE MEETING DATE: December 7, 2022

ADJOURNMENT:

There being no further business to come before the Commission and by unanimous vote, the meeting adjourned at 9:00 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Shaquita Edwards, MPA, MMC

Town Seal

Approved on this _____ of _____, 2022

Exhibit "A"

Item 5.

LAKE PARK HARBOR MARINA P3 IN PARTNERSHIP WITH THE TOWN OF LAKE PARK

TOWN COMMISSION PRESENTATION
November 16, 2022



Agenda

- Introduction and Team
- Our Proposal
- Comprehensive Agreement
- Monitoring & Compliance
- Letter of Intent
- Payments to Lake Park
- Schedule
- Partnership with Lake Park

PETER BAYTARIAN, PRESIDENT

MARK MOLLIKA, EXECUTIVE VICE PRESIDENT

SHANNON LEE, EXECUTIVE VICE PRESIDENT, DEVELOPMENT

JUSTIN MORROW, CHIEF OPERATING OFFICER

CHESTER RODEHAEVER, CHIEF FINANCIAL OFFICER

SARAH FLYNN, WILLCARO COMMUNICATIONS

BRIAN TERRY, INSITE STUDIO

LARRY ZABIK, ZABIK & ASSOCIATES

VLADIMIR NIAGOLOV, R + N ARCHITECTURE

MARK BOLCHOZ, BOLCHOZ MARINE ADVISORS



Expanding our Partnership with Lake Park

- Implementing the Visions Lake Park Plan
- New Hotel
 - Resort Style
 - Meeting/Event Space
- Boat Storage
- Marina Operations
 - Public Marina
 - Parking and Boat Launching
 - Full Public Access
- Marina Expansion and Upgrades
- Community Communications
- Utility Upgrades
 - FPL & FPU
 - Seacoast

Build a
mixed-use
commercial
catalyst as the anchor
to the redevelopment plan
that will promote long term
stability for the Marina and
the Town's waterfront.

Resort Hotel

Meeting/Event Space

+/-15,000 SF Retail and
Restaurant



Build a mixed-use commercial catalyst

as the anchor to the redevelopment plan that will promote long term stability for the Marina and the Town's waterfront.

- Dry boat storage
- +/-200 dry slips accommodating 38' vessels
- Captain's Quarters
- Event Deck



Promote the public character of the Lake Park Marina

through improvements to essential services and operations of the facility to stabilize revenue generation.

Goals for expansion:

- +/- 44 Slips to accommodate 40' vessels
- +/- 26 Slips to accommodate 50' vessels
- +/- 24 Slips to accommodate 60' vessels
- +/- 47 Slips to accommodate 70' vessels
- +/- 12 Slips to accommodate 80' vessels

Total of +/- 153 Wet Slips



Item 5.

Marina Operations

- Public Marina – Same Name
- Improved public boat ramp
- Supporting Lake Park
- Sunset Celebration Festival
- Expanded marina amenities
- Potential to add a restaurant

Unparalleled Experience in the Town of Lake Park

Forest Development has collaborated with the Town of Lake Park for over Five years while working on the design, entitlement, permitting and now construction of the waterfront development Nautilus 220. Nautilus 220 is the first development to invest in the Vision Lake Park created by the Town that re-imagines the entire Federal Highway corridor from Silver Beach Road to Kelsey Park, including the Lake Park Harbor Marina. With the N220 development being directly adjacent to the Marina property, our team has a unique understanding of the importance the Harbor Marina and waterfront assets have for the residents of the Town.

NAUTILUS 220

LUXE WATERFRONT RESIDENCES

Comprehensive Agreement Outline:

1. Performance and payment bonds, letters of credit, or other security.
2. Review of the design, site plan approved, schedule.
3. Inspection of the project.
4. Maintenance of a policy of public liability insurance.
5. Monitoring by Lake Park.
6. Periodic filing by Forest Development of the appropriate financial statements.
7. 7a. Procedures that govern the rights and responsibilities of Lake Park and Forest Development in the course of the construction and operation of the qualifying project.
7b. Termination of the comprehensive agreement or a material default by Forest Development.
7c. Conditions that govern the assumption of the duties and responsibilities of Forest Development.
8. Fees, lease payments, or service payments to Lake Park.
9. 9a. Duties of the private entity and duties of Lake Park:
9b. The Comprehensive Agreement:
 - An agreement by Lake Park to make grants, loans or issue bonds.
 - A provision under which each entity agrees to provide notice of default and cure rights.
 - A provision that terminates the authority and duties of Forest Development under this section.

Monitoring and Compliance

- Insurance of performance and payment of subcontractors
- Include bonds as needed
- Compliance with Comprehensive Plans
- Monitoring of project required by Lake Park
- P&P Bonds, LOC, and other Security must comply with F.S. 255.05
- Standard Fees, lease payments, service payments
- Compliance with Comprehensive Agreement and all leases
- Address Material Default of the Comprehensive Agreement
- Expiration or Termination of Agreements
- Inspection and monitoring by Town's representative
- Include safeguards in case of material default

Letter of Intent

Item 5.

Term Sheet between Forest Development Acquisitions, LLC
and Town of Lake Park
May 23, 2022
Page 1

May 23, 2022

The Honorable Mayor Michael O'Rourke and Town Commissioners
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

RE: Term Sheet -- proposed public private partnership ("P3") between the Town of Lake Park, Florida, and Forest Development Acquisitions, LLC

Dear Mr. Mayor and Commissioners,

As you know, Forest Development Acquisitions, LLC ("Forest") has been engaged in negotiations with the Town of Lake Park ("Town") regarding an unsolicited proposal submitted by Forest to the Town relating to a proposed development project ("Project") on certain upland and marina parcels subject to re-existing deed restrictions, owned by the Town and located in the vicinity of the Lake Park Marina. We sincerely appreciate the opportunity to negotiate this project with you and look forward to continuing to work together.

In order to summarize the key points of our negotiations thus far, we have set forth below a term sheet for the Town's review. If the terms below are acceptable to the Mayor and Commission, we look forward to moving forward with the next steps of this exciting project.

Ground Lease Term: The Town, as landlord, and Forest, as tenant, will enter into a ground lease ("Ground Lease") with a term of 99 years regarding the Leased Premises described below. The term will begin on the date of execution of the Ground Lease ("Lease Commencement Date").

Description of Leased Premises: (i) 115 Federal Highway (Parcel ID 36434220011140180); (ii) Lake Shore Drive (Parcel ID 36434220011140281); (iii) 15 Lake Shore Drive (Parcel ID 36434220011140260); (iv) 102 Lake Shore Drive (Parcel ID 36434220011140250); (v) All portions of Silver Beach Road and Lake Shore Drive abutting one or more of the above parcels (after the Town vacates same); (vi) 103 Lake Shore Drive (Parcel ID 36434221000040010);

The above parcels (v) are referred to herein as the "Upland Parcels." The above parcel (vi) is referred to herein as the "Marina Parcel." Collectively, the Upland Parcels and the Marina Parcel (are referred to as the "Leased Premises," which are depicted on the Google aerial attached hereto as **Exhibit A**.

Scope of Improvements: Forest shall build on the Leased Premises a mixed-use project consisting generally of four (4) components ("Project Component"):

(i) a hotel component, which will include a hotel, retail space, office space, parking and other related improvements ("Hotel Component");

Term Sheet between Forest Development Acquisitions, LLC
and Town of Lake Park
May 23, 2022
Page 2

Site Plan and Other Zoning Approvals:

(ii) a boat storage facility ("Boat Storage Component");

(iii) a restaurant on one of the Marina Parcels ("Marina Restaurant Component"); and

(iv) a marina, which will include a boat ramp, new boat slips, public space and other related improvements ("Marina Component").

Forest will have a period of four (4) years from the Lease Commencement Date to obtain all site plan and other zoning approvals (collectively, "Site Plan Approval") for all four (4) Project Components. Site Plan Approval for a Project Component shall be deemed to have been obtained when all Town approvals for the development of the particular Project Component, other than the issuance of a building permit, have been granted and are final and non-appealable. The four (4) year period above shall be subject to force majeure. Forest shall exercise good faith efforts to obtain Site Plan Approval and the Town agrees to cooperate in connection with such approvals.

Use of Leased Premises: The permitted uses of the Leased Premises will consist of all lawful uses not inconsistent with the improvements built on the land.

Purchase Option: After the Lease Commencement Date, Forest shall have a right of first refusal in the event the Town desires to sell all or any part of the Leased Premises. If Forest purchases the fee simple interest of all or any part of the Leased Premises, the parties shall negotiate a restrictive covenant to be recorded against the property purchased so that the use of the purchased property will remain consistent with the uses allowed under the Ground Lease.

P3 Public RFP Process: Upon acceptance of this Term Sheet, the Town will publish all legal notices that are required to be published by Florida Statute Section 255.065 ("P3 Statute") based on the Town's receipt and acceptance of Forest's unsolicited proposal. The time period indicated in such notices for other persons or entities to submit competing proposals ("Bid Period") shall be the minimum allowed under the P3 Statute. The Town and Forest will discuss the process to be followed in connection with the Bid Period, including what parts of Forest's unsolicited proposal will be disclosed to the public and whether Forest will be allowed to re-submit a modified proposal during the Bid Period.

Monitoring and Compliance: Forest Development commits to paying the cost of the Florida Statute required Monitoring and Compliance costs for a P3 development including the Lake Park P3 consultants' fees.

Development Costs: Forest Development agrees to pay for all development costs associated with the local, state and Federal approval process

Term Sheet between Forest Development Acquisitions, LLC
and Town of Lake Park
May 23, 2022
Page 3

P3 Assessment Fee:

for any required permits for the Marina expansion including Professional Consultants, Legal Fees, Permit Fees and Lobbying costs.

Forest Development agrees to pay Lake Park a \$1,200,000.00 P3 assessment fee on the one-year anniversary of approval by Lake Park of the Comprehensive Agreement.

P3 Marina Fee:

Forest Development agrees to pay Lake Park an annual Marina fee in the approximate amount of \$300,000.00 annually for the debt service for the marina bonds starting upon the first anniversary of issuance of the first component Certificate of Occupancy being issued by Lake Park.

Very truly yours,

FOREST DEVELOPMENT ACQUISITIONS, LLC

By: 
Peter Baytarish, Manager

Benefits to Lake Park

- Increased Ad Valorum Income with minimal expenses
- Economic Development
- Vision Lake Park anchor development
- Pay off Marina Improvement Debts
- More local jobs
- Improved recreational center
- Improved local Marina
- Improved Lake Park waterfront



Payments to Lake Park

Lake Park - P3 PROI Hotel, Restaurant, Marina and Boat Storage

		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Through 2033
P3 Assessment		\$ 1,200,000.00											\$ 1,200,000.00
Marina Lease payment*				\$ 275,000.00	\$ 280,000.00	\$ 285,000.00	\$ 285,000.00	\$ 290,000.00	\$ 305,000.00	\$ 305,000.00	\$ 305,000.00	\$ 305,000.00	\$ 2,635,000.00
Boat Storage Ad Valorum	0.0053474			\$ 80,211.00	\$ 82,617.33	\$ 85,095.85	\$ 87,648.73	\$ 90,278.19	\$ 92,986.53	\$ 95,776.13	\$ 98,649.41	\$ 101,608.89	\$ 814,872.06
Hotel Ad Valorum	0.0053474			\$ 106,948.00	\$ 110,156.44	\$ 113,461.13	\$ 116,864.97	\$ 120,370.92	\$ 123,982.04	\$ 127,701.51	\$ 131,532.55	\$ 135,478.53	\$ 1,086,496.08
Marina Restaurant Ad Valorum	0.0053474			\$ 16,042.20	\$ 16,523.47	\$ 17,019.17	\$ 17,529.75	\$ 18,055.64	\$ 18,597.31	\$ 19,155.23	\$ 19,729.88	\$ 20,321.78	\$ 162,974.41
Building Permits			\$ 821,250.00										\$ 821,250.00
Total Return per year		\$ 1,200,000.00	\$ 821,250.00	\$ 478,201.20	\$ 489,297.24	\$ 500,576.15	\$ 507,043.44	\$ 518,704.74	\$ 540,565.88	\$ 547,632.86	\$ 554,911.85	\$ 562,409.20	\$ 6,720,592.56

Permit Values	
Hotel Building Permit	\$ 45,000,000.00
Boat Storage Building Permit	\$ 15,000,000.00
Marina Restaurant Permit	\$ 3,000,000.00
Total Permit Value	\$ 63,000,000.00

Assessed Values	
Hotel Assessed	\$ 20,000,000.00
Boat Storage Building Assessed	\$ 15,000,000.00
Marina Restaurant	\$ 3,000,000.00
Total Assessed Value	\$ 38,000,000.00

3% annual increase



Upcoming Key Dates



November 16, 2022

Public Presentation at Town Commission Meeting



December 7, 2022

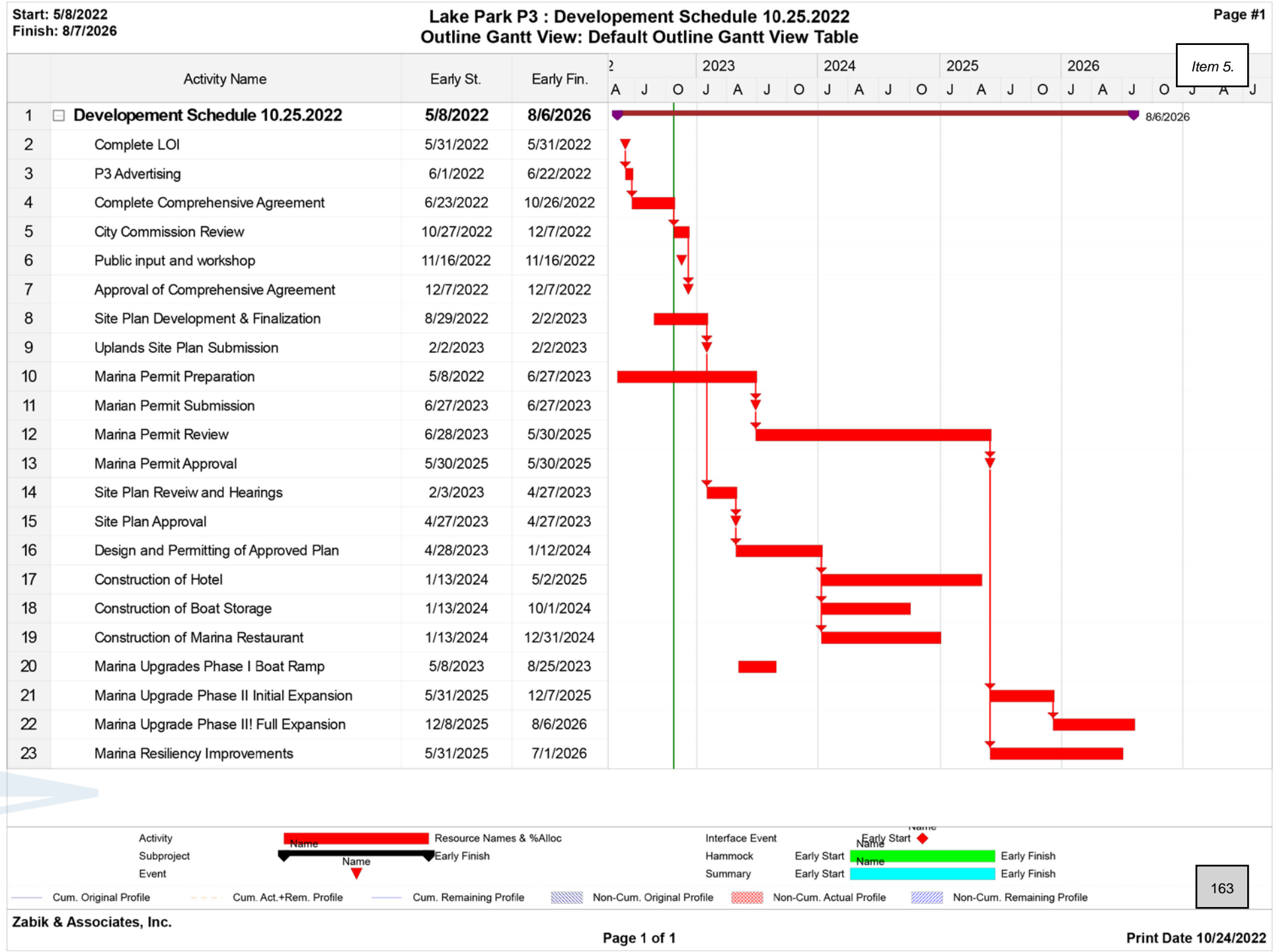
Approval Vote for the Comprehensive Agreement



Spring 2023

Submit site plan applications for Hotel and Boat Storage

Preliminary Schedule





NAUTILUS 220

LUXE WATERFRONT RESIDENCES

- Construction started Jan 2022
- Full shell permit issued
- Structure underway
- Completion Q4 2024

TOWN OF LAKE PARK

DEVELOPMENT OPPORTUNITIES



VISION
LAKE PARK

MORE THAN 80 ACRES

CONTACT THE TOWN OF LAKE PARK COMMUNITY DEVELOPMENT TO LEARN
ABOUT THE LAKE PARK VISION INITIATIVE INCLUDING:

INVESTMENT OPPORTUNITIES
DEVELOPMENT INCENTIVES
PROPOSED NEW MIXED-USE ZONING



FOLLOW-UP FROM LAST WORKSHOP

Item 5.

At the last workshop, held on June 26, 2019, a presentation from our lobbyist, Ellyn Bogdanoff was provided on the P3 (public private partnership) process and associated regulations. In addition, a presentation on existing Florida marinas and their respective "Services" and "Amenities" was presented. This resulted in a productive discussion that included, in part, the following:

(1) Desired Marina components:

- Adequate management
- Services that increase revenue and provide a better quality of life to residents
- Restaurant
- Pool
- Outdoor Showers
- Friendly, cozy atmosphere (design)
- Open area for public activities and music
- Rates that remain reasonable for residents
- Adequate maintenance plan for buildings and grounds
- Adequate vehicular and boat trailer parking
- Dry docks
- New Fueling stations and pump out station
- More floating docks
- Maintain commercial businesses already in place
- Entertain a partial overhaul, along with a complete overhaul since some components may be able to stay in place

Next Steps

- Finalize and execute the comprehensive agreement
- Initiate site plan approval process
- Hotel
- Dry boat storage
- Define marina plan and start permitting process





TOWN COMMISSION MEETING
Wednesday, November 16, 2022

HUMAN RESOURCES

Town Job Openings

Irrigation Technician – The Public Works Department is seeking a qualified individual to fill the position of Irrigation Technician. Performs maintenance, installation, and repair tasks on a variety of irrigation, mechanical, and electronic system components. Refers to a variety of documentation and materials for instruction and troubleshooting systems. Keeps filter system, fountains, and irrigation valves in highest condition. Completes maintenance and repair tasks such as piping issues, replacing water pumps, and filling rust tanks. High school diploma or equivalent is required plus a minimum of two (2) years of experience with irrigation systems. The deadline by which to apply is 5:00 p.m. on 12/1/2022.

Maintenance Worker – The Public Works Department is seeking a qualified individual to fill the position of Maintenance Worker. High school diploma or equivalent required plus a minimum of three (3) years of related experience. Knowledge of computer applications such as Microsoft Office suite, PDF applications, email, and phone; knowledge of various trade disciplines to produce or perform quality service, repair, and maintenance; and, knowledge of occupational safety policies and procedures are required. Technical degree in specialized skill is preferred. Must have the ability to obtain a valid Florida Class B Commercial Driver's License within six (6) months from date of employment and have not lost any driving privileges by reason of revocation, suspension or denial of license, or have been convicted and/or had an adjudication withheld of three or more moving violations in the previous 36-month period. The deadline by which to apply is 5:00 p.m. on 11/30/2022.

Sanitation Truck Operator I – The Public Works Department is still seeking a qualified individual to fill the position of Sanitation Truck Operator I. A minimum of one (1) year of relevant experience and valid Florida Class B commercial driver's license are required. Have not lost any driving privileges by reason of revocation, suspension or denial of license, or have been convicted and/or had an adjudication withheld of three or more moving violations in the previous 36-month period. Knowledge of the operation and routine maintenance inspections of light and heavy equipment along with skill in operating and performing maintenance inspections of light and heavy equipment are also required. The deadline by which to apply is on 5:00 p.m. 11/18/2022.

Sanitation Truck Operator II – The Public Works Department is still seeking a qualified individual with a valid Florida Class B commercial driver's license to work as a Sanitation Truck Operator II. Please note that the requirement for a high school diploma or equivalent has been eliminated; however, qualified applicants must not have lost any driving privileges by reason of revocation, suspension or denial of license, or have been convicted and/or had a adjudication withheld of three or more moving violations in the previous 36-month period. The deadline by which to apply is 5:00 p.m. 11/21/2022.

Stormwater Technician II – The Public Works Department is also seeking a qualified individual to fill the position of Stormwater Technician II to perform among other tasks skilled work in the installation, operation, and maintenance of the Town's Stormwater systems. Incumbents in this classification may be trained and assigned to operate various Town vehicles/equipment on an intermittent basis. Repairs and maintains the Town's stormwater conveyance system, including catch basins, swales, structures, and other related components. High school diploma or equivalent required supplemented by a minimum of three (3) years of related experience, including a minimum of two (2) years verifiable heavy equipment or vacuum truck operating experience. A valid Florida Class B Commercial Driver's License is also required. Florida Water and Pollution Control Operators Association (FW&PCOA) or Florida Stormwater Association (FSA) Stormwater Technician Certification, or equivalent, is preferred. The deadline for submitting applications for this position is 5:00 p.m. on 11/30/2022.

Those interested in applying for any of the above positions may contact the Town's Human Resources Department at 561-881-3300 Option 8, or may visit the Town's official website at www.lakeparkflorida.gov for additional information and to download an employment application.

PUBLIC WORKS

The Department of Public Works is excited to announce that the Lake Shore Park Playground Expansion Project is nearing substantial completion. It is now appropriate to begin planning a celebration with a ribbon cutting ceremony for this much anticipated community project. We are seeking Town Commission consensus on an ideal date and time for the event given the proposed dates and times: **Thursday, December 15, Noon, Friday, December 16, 2 p.m. or Monday, December 19, 10 a.m.**

SPECIAL EVENTS

Holiday Celebration

Join the Town of Lake Park on **Friday, December 2** for our annual Holiday Celebration from 6:00 p.m. – 8:00 p.m. at the Town Green (Corner of Park Avenue and 9th Street.) There will be live performances, food vendors, arts & crafts projects as well as free photos with Santa! In addition, the Mayor and Town Commission will lead the official countdown to the lighting of the holiday tree, menorah and kinara.

Holiday Decorating Contest

The Town's Holiday Decorating Contest is back! Registration is open **now through December 9**. Winners will be announced on Wednesday, December 21.

Santa's Magical Sleigh Ride

On **Saturday, December 10** Santa will travel through the Town of Lake Park on a holiday themed fire truck complete with LED lights and snow! Residents and businesses are urged to be on the lookout for Santa from 6:00 p.m.– 8:00 p.m.

Santa's Holiday Mailbox

Santa's Holiday Mailbox will officially open in the Lake Park Public Library this holiday season! Drop off your letter to Santa and place it in the mailbox from **November 28 – December 19**. Don't forget to include your name and mailing address. Santa will send a personalized reply back straight from the North Pole!

THANKSGIVING HOLIDAY CLOSURE AND SANITATION SCHEDULE

All Town offices will be closed **Wednesday, November 23 through Friday, November 25**, in observance of the Thanksgiving holiday. The Lake Park Public Library will also be closed **Saturday, November 26**.

There will be no commercial sanitation service on Thursday, November 24, in observance of Thanksgiving. Commercial sanitation will resume on Friday, November 25.

The residential sanitation schedule for the week will be as follows:

- Monday, November 21: Garbage cart and vegetation collection
- Wednesday, November 23: Recycling cart collection
- Thursday, November 24: No Service in observance of the Thanksgiving Holiday
- Friday, November 25: Garbage cart and bulk trash collection

Town offices will also be closed **Friday, November 18** for early dismissal.

APPRECIATION FROM VFW POST 9610

The Town of Lake Park was presented with a plaque of appreciation from the Donald A. Ross Veterans of Foreign Wars Post 9610 of Lake Park on November 12, 2022.



HOLIDAY CELEBRATION

FRIDAY, DECEMBER 2
6:00 PM - 8:00 PM

TOWN GREEN
CORNER OF PARK AVENUE
AND 9TH STREET

**JOIN US FOR LIVE PERFORMANCES, PHOTOS
WITH SANTA, RAFFLE PRIZES AND THE
OFFICIAL COUNTDOWN TO THE LIGHTING OF
THE HOLIDAY TREE, MENORAH AND KINAR**

Town of Lake Park

Item 5.

HOLIDAY DECORATING CONTEST

The Town of Lake Park invites you to show your holiday spirit by joining our annual Holiday Decorating Contest.

Registration begins on November 14
and is open through December 9.

All registered participants are asked to have
their decorations up and lights on from 6:00 PM
to 9:00 PM December 14 through December 18.

To register please contact the Special Events Department
at 561-840-0160 or special_events@lakeparkflorida.gov.

Winners will be announced on Wednesday, December 21.



CATEGORIES

Best Lights

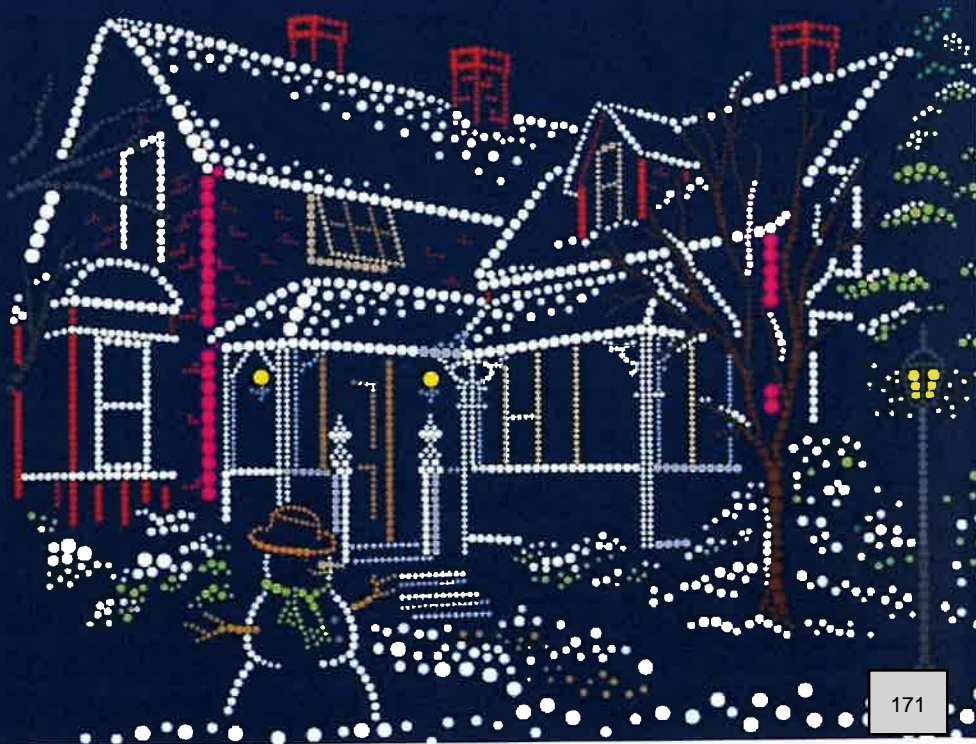
Best Animation

Best Lawn Display

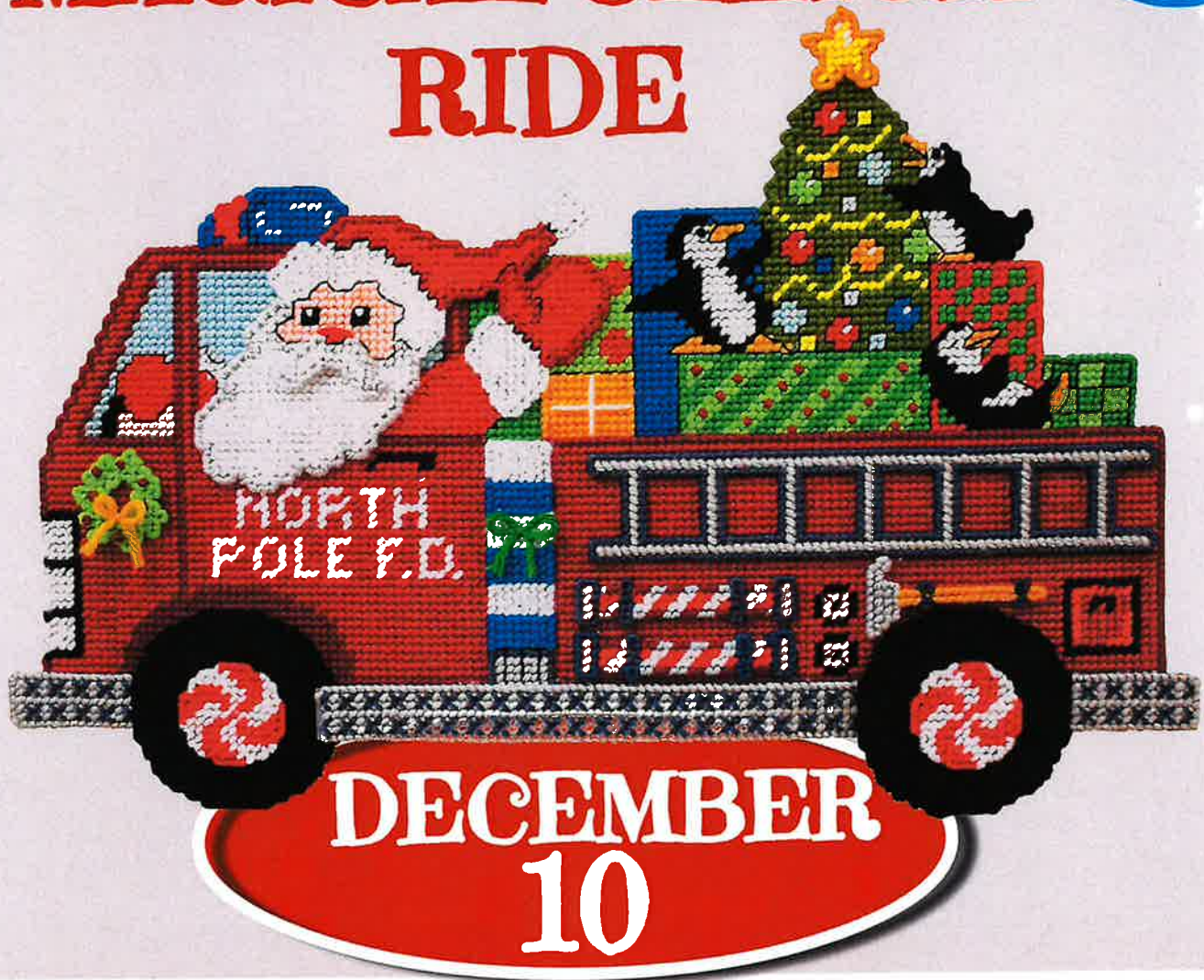
Best Balcony Display

Best Theme

Best Overall

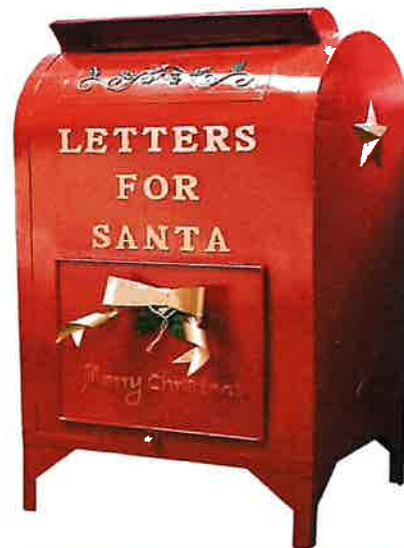


SANTA'S MAGICAL SLEIGH RIDE



Please join Santa as he travels through the Town of Lake Park on his magical sleigh this holiday season! Be on the lookout from 6:00 PM to 8:00 PM to see if Santa is on your street. Santa's magical sleigh will not stop but will travel continuously throughout the town.

SANTA'S HOLIDAY MAILBOX



Hey kids! Write a letter to Santa Claus and drop it in the Holiday Mailbox located in the Lake Park Public Library (529 Park Avenue, Lake Park, FL 33403) and we will deliver it to the North Pole! Please make sure to include your RETURN ADDRESS so Santa can send you a personalized reply. Santa's Holiday Mailbox will be available from November 28 through December 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 7, 2022

Originating Department: Library

Agenda Title: Annual Plan of Service for the Library

Approved by Town Manager: Bambi McKibbon-Turner **Date:** 12-01-22

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

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

Advertised: _____

Date: _____ **Newspaper:** _____

Attachments: Annual plan of service 23 Final.pdf

Please initial one:

_____Yes I have notified everyone

JKC _____Not applicable in this case

Summary Explanation/Background:

As part of the State Aid to Libraries Grant, the Lake Park Public Library is required to develop an Annual Plan of Service to provide a framework for programming, collection development, and other library actions. The Lake Park Public Library creates an Annual Plan of Service each year. This agenda item is for the approval of the 2023 Annual Plan of Service by the Commission.

Recommended Motion:

I move that the Commission approve the 2023 Annual Plan of Service of the Lake Park Public Library.

Lake Park Public Library

Annual Plan of Service

2023



Item 6.

Activities & Events

- Continue public recognition of library partners and community supporters.
- Expand outreach activities through community partnerships.
- Expand library's presence in community events such as the Sunset Celebration and Rust Market.
- Increase number of original virtual programs.
- Continue to actively seek feedback through promotion of suggestion box and online surveys.
- Expand programs and services within the library that include assisting residents with their business and entrepreneurial needs.
- Continue to provide programs that are informational, educational, cultural, and recreational for residents of all ages.
- Continue assisting residents to meet basic needs by partnering with local community partners that provide support.
- Provide support for Town departments and Town projects by providing related materials and programs to residents.
- Provide support for Little Free Libraries within the Town by supplying books to the stewards.

Collection Development

- Seek out innovative collection displays that encourage user browsing of the collection.
- Research user preferences utilizing survey responses and circulation statistic reports.
- Expand general collection with a wider variety of media adapting to emerging technology.
- Expand multilingual and early literacy materials.
- Expand collection of e-books, digital audiobooks, e-magazines, and other digital media.
- Subscribe to online services that provide informational, educational, cultural, and recreational content for residents of all ages.

Educational Services

- Continue expanding children's reading and Story Time events to meet the needs of the community.
- Explore ways to support local schools and students.
- Continue partnering with local schools for library and community programs.
- Continue partnerships with programs that support literacy.
- Create unique learning experiences for youth and adults.
- Continue nurturing learning-centered activities within the library with additional online resources.
- Create new learning opportunities for the public to explore new technologies.
- Provide resources for language learning to facilitate communication among residents.
- Provide access to online resources that will encourage beginning computer users in the use of computers and provide a place for more advanced users to learn new techniques and find answers to their questions.

Facilities

- Continue redesign and refurbishment of main area.
- Explore the feasibility of expansion of operation hours.
- Increase use of mobile circulation.
- Promote the installation of Little Free Libraries within the Town.
- Continue to investigate innovative solutions to accommodate the variety of transport vehicles patrons use to visit the library.
- Continue to explore adding “technology zones” that provide users with more options for online access and connectivity.
- Promote use of Charging Stations.

Marketing

- Continue marketing library programs and services by utilizing new and traditional media methods.
- Continue utilizing effective methods to produce library publications such as calendars and brochures.
- Continue outreach to the community through visits to community organizations, events, and schools.
- Explore new, emerging marketing methods.
- Work with Chief Public Information Officer to provide messaging to the community.

Staffing

- Ensure that staff receives training on all new software and hardware, as well as refresher courses on current programs.
- Increase staffing as funding becomes available in order to bring staffing to enhanced standard levels.
- Ensure that staff minimum starting wage per hour is \$15.00.

Technology

- Acquire additional tablets for patron assistance and other tasks.
- Promote program of onsite laptop lending kiosks for users.
- Promote lending program of mobile hot spots.
- Promote Aspen LiDA mobile discovery app.
- Add desktop computers to teen room and children’s room to allow those unable to check out laptops to use the internet without disturbing or being disturbed by adults.
- Explore ways to help users meet their needs of increasing reliance on internet access.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 7, 2022
Originating Department: Public Works
Agenda Title: Resolution of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Mayor to Execute an Agreement with Advanced Plumbing Technologies, LLC for Stormwater Pipe Rehabilitation and Other Related Services.
Approved by Town Manager: Bambi McKibbon-Turner **Date:** 12-01-22

Cost of Item: N/A **Funding Source:** N/A
Account Number: N/A **Finance Signature:** Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall
 DN: cn=Jeffrey P. Duvall, o, ou,
 email=jduvall@lakeparkflorida.gov, c=US
 Date: 2022.11.28 16:27:19 -05'00'

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

Attachments:

- 1. Agenda Request Form (ARF)
- 2. Resolution: 84-12-22
- 3. Agreement between the Town and Advanced Plumbing Technologies, LLC
- 4. Executed Agreement between Lake County, Florida, and Advanced Plumbing Technologies.

Please initial one:
 _____ Yes, I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Town is responsible for the operation and maintenance of a stormwater utility and its associated infrastructure and previously determined a need for a contractor to provide stormwater infrastructure maintenance and repair services.

The proposed cooperative purchase agreement (**Attachment 3**) will allow the Town to complete several high priority storm water infrastructure projects all under a single, flexible contract that was publicly and competitively solicited by Lake County, Florida (the “County”), for Advanced Plumbing Technologies, LLC (the “Contractor”), to provide the County with stormwater pipe rehabilitation and other related services (**Attachment 4**).

Additionally, the agreement covers an array of items and was awarded by the County to the lowest responsive and responsible bidder, Contractor, with a one-year term that expires October 25, 2023 and includes two (2) additional, two-year renewal options, subject to approval by the County.

The Contractor is willing to extend the same advantageous terms and conditions found within the Lake County agreement to the Town of Lake Park and the agreement will serve as the vehicle to execute operational funding authorized by the Town Commission for these purposes.

The total approved budget for stormwater infrastructure repair for **FY22-23** is **\$330,000.00**, which includes distributions from the following line items:

Stormwater Pipe Repairs:	\$165,000.00
Stormwater Pipe Depression Repairs:	<u>\$165,000.00</u>
	\$330,000.00

Finally, Town Staff envisions utilizing the Agreement, beginning on December 8, 2022, to continue addressing structural integrity concerns in the stormwater utility infrastructure, consistent with the approved Stormwater Master Plan and 20-Year Needs Analysis.

The Town Manager recommends approval.

Recommended Motion:

I move to adopt Resolution 84-12-22.

RESOLUTION NO. 84-12-22**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH ADVANCED PLUMBING TECHNOLOGIES, LLC FOR STORMWATER PIPE REHABILITATION AND OTHER RELATED SERVICES.**

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

WHEREAS, the Town operates a stormwater utility and the Town Manager has determined a need for contractors to provide stormwater pipe rehabilitation and other related services; and

WHEREAS, Lake County, Florida, bid and has awarded a one-year contract to Advanced Plumbing Technologies, LLC, (Contractor) whereby the Contractor is providing stormwater pipe rehabilitation and other related services; and

WHEREAS, the Contractor is providing stormwater pipe and other related services to Lake County, Florida, in accordance with Agreement No. RFP22-535A; and

WHEREAS, pursuant to the Town's purchasing procedures, the Town may enter into cooperative purchasing contracts for services with contractors when another public agency has competitively solicited services from contractors and the contractor has agreed to offer its services to other public entities based upon the same terms, conditions, and pricing; and

WHEREAS, the Contractor has agreed to provide the same services to the Town using the same pricing, terms, and conditions as set forth in the agreement the Contractor entered into with Lake County, Florida, Agreement No. RFP22-535A; and

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

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute an agreement with Advanced Plumbing Technologies, LLC, for the provision of stormwater pipe rehabilitation and other related 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.

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**AGREEMENT FOR STORMWATER PIPE REHABILITATION
AND RELATED SERVICES.**

THIS AGREEMENT FOR THE PROVISION OF STORMWATER PIPE REHABILITATION AND RELATED SERVICES (AGREEMENT) is made and entered into this _____ day of _____, 2022, 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 Advanced Plumbing Technologies, LLC, 638 East Highway 50, Suite 4, Clermont, FL 34711 ("Contractor").

WITNESSETH THAT:

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

WHEREAS, the Town operates a stormwater utility and the Town Manager has determined a need for contractors to provide stormwater pipe rehabilitation and other related services; and

WHEREAS, Lake County, Florida, bid and awarded a one-year contract to Advanced Plumbing Technologies, LLC, (Contractor) whereby the Contractor is providing stormwater pipe rehabilitation and other related services to Lake County, Florida; and

WHEREAS, the Contractor is providing these services to Lake County, Florida, in accordance with an agreement it entered into with Contractor for stormwater pipe rehabilitation and other related services, Agreement No. RFP22-535A; and

WHEREAS, pursuant to the Town's purchasing procedures, the Town may enter into cooperative purchasing contracts for services with contractors when another public agency has competitively solicited services from contractors and the contractor has agreed to offer its services to other public entities based upon the same terms, conditions, and pricing; and

WHEREAS, the Contractor has agreed to provide the same services to the Town using the same pricing, terms, and conditions as set forth in the agreement the Contractor entered into with Lake County, Florida, Agreement No. RFP22-535A; and

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 Contractor agrees to provide stormwater pipe rehabilitation and other related services to the Town based upon the same terms, conditions and pricing as it has agreed to provide to Lake County, Florida, in accordance with Agreement No. RFP22-535A, a copy of which is attached hereto and incorporated herein.

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 its agreement with Lake County, Florida, and agrees to provide to the Town the same stormwater utility services based upon these same terms, conditions, and pricing as are set forth in its agreement executed with Lake County, Florida on October 25, 2022, a copy of which is attached hereto and incorporated herein.
 4. The Town agrees to pay for the stormwater pipe rehabilitation and related services of the Contractor based upon the same terms, pricing, and conditions as set forth in the agreement with Lake County, Florida.
 5. 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, for any state actions, and in the United States District Court for the Southern District of Florida for any federal actions.

6. Notices to the Contractor and Town be directed to the addresses reflected at the beginning of this Agreement.
7. 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

By: _____
Vivian Mendez, Town Clerk

By: _____
Michael O'Rourke, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2022 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

Advanced Plumbing Technologies, LLC:

By: _____

Its: _____

Printed

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**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
ADVANCED PACE TECHNOLOGIES, LLC
FOR STORMWATER PIPE LINING SERVICES**

RFP #22-535A

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, referred to in this Agreement as COUNTY, and Advanced Pace Technologies, LLC, d/b/a Advanced Plumbing Technology, a Florida limited liability company, its successors and assigns, referred to in this Agreement as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a request for proposals ("RFP") seeking firms or individuals qualified to provide Stormwater Pipe Lining and Related Services to Lake County; and

WHEREAS, CONTRACTOR wants to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.
2. The purpose of this Agreement is for CONTRACTOR to provide ongoing and on-call Stormwater Pipe Lining and Related Services, including point repair and full reconstruction of stormwater lines as needed.
3. Scope: On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR and CONTRACTOR agrees to provide all labor, materials, and equipment to complete the service in accordance with the Scope of Services, including all Addenda, attached hereto and incorporated herein as **Exhibit A**, as well as the completed Submittal Form, attached hereto and incorporated herein as **Exhibit B**. There is no guarantee of a minimum or maximum dollar amount that will be expended as a result of this Agreement.
4. Term: This Agreement will commence upon the date of agreement approval. This Agreement will remain in effect for an initial term of one year, with the option to renew this Agreement for two additional two-year periods. Renewals are contingent upon mutual written agreement. Continuation of the agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY. The Agreement remains in effect until the completion of any express and implied warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

AGREEMENT FOR STORMWATER PIPE LINING SERVICES, RFP # 22-535A

5. Payment: COUNTY will pay and CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligation hereunder as provided in the pricing sheet attached as **Exhibit C**. Agreement prices will prevail for the full duration of the Agreement. Prior to the completion of each term, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics.

6. Invoice: The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. CONTRACTOR will submit an original invoice to the COUNTY after each service has been completed. Submittal of these invoices will not exceed 10 calendar days beyond the date the service was completed. Under no circumstances will the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the service. All incidental parts and materials having a cost of \$25.00 or less will be considered part of overhead and included in CONTRACTOR's hourly rate. There will not be a charge less than \$25.00 showing on an invoice.

7. Progress Invoices: CONTRACTOR will submit progress invoices no later than the first of each month to the Office of Facilities Management, 32400 C.R. 473, Leesburg, Florida 34788. All invoices will contain the bid number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the COUNTY, and a detailed description of services provided. If parts or materials of a value of more than the \$25.00 minimum allowable charge are used as part of the Service and are shown on the invoice, they will be accompanied with a copy of the invoice to CONTRACTOR from its supplier. A service ticket will be included showing the name of the technician(s), the date the work was completed, the start and completion time of the service, the service rendered, the parts or materials (if any) installed. CONTRACTOR will also submit with their invoice a completed "Certification of Payment to Subcontractors and Suppliers" form. Failure to submit invoices in the prescribed manner will delay payment, and CONTRACTOR may be considered in default of agreement and this agreement may be terminated. Final invoices will include an original, completed "Certification of Payment to Subcontractors and Suppliers" form, if applicable.

A. *Service \$25,000 and Under*: The COUNTY will provide a lump sum payment when all Service tasks are completed by the CONTRACTOR and approved by the COUNTY. In order for the COUNTY to provide payment, the CONTRACTOR will submit a documented invoice that provides the basic information set forth herein. If requested, the COUNTY may allow progress payments, but is under no obligation to do so and the specifics of the progress payments will be at the sole discretion of the COUNTY; or

B. *Service Greater than \$25,000*: The CONTRACTOR may receive periodic payments on a 30 day interval for Service tasks completed during that period by the CONTRACTOR and approved by the COUNTY'S Project Manager. Retention of funds will be held in accordance with Florida Prompt Payment Act. In order for the COUNTY to provide payment, the CONTRACTOR will submit a documented invoice that provides the basic information set forth below.

8. Licenses and Permits: CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service. CONTRACTOR will remain appropriately licensed throughout the course of the service. Failure to maintain all required licenses will entitle the COUNTY to terminate this Agreement. CONTRACTOR will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

9. Conditions: CONTRACTOR acknowledges that it has sufficient understanding of the nature and conditions of the work, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, electric power, and roads, uncertainties of weather, physical

AGREEMENT FOR STORMWATER PIPE LINING SERVICES, RFP # 22-535A

conditions, character of equipment and facilities, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation.

10. Rental: In the event that the CONTRACTOR needs to rent a piece of equipment to complete the work being assigned, prior approval from the COUNTY'S Project Manager will be required. The cost of the rental will be indicated on the estimate and the invoice. A copy of the invoice for the rental equipment will be included with the invoice. CONTRACTOR will be allowed to assess a percentage of up to 15% over the cost of the rental. A copy of the rental invoice to CONTRACTOR will accompany the invoice being submitted to the COUNTY. There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work.

11. Funding: In the event any part of this Agreement or the Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONTRACTOR by the COUNTY upon request.

12. Price Redeterminations: CONTRACTOR may, but is not obligated to, petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages or fuel. Petitions for price redeterminations will be made within 30-calendar days of the anniversary date of the Agreement and only after the Agreement has been in effect for at least one year. Unless otherwise expressly set forth in the Agreement, no other price redeterminations will be allowed. All price redeterminations, once issued, will be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Agreement. The following apply:

A. Basis for Price Redeterminations. The CONTRACTOR may petition for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by the Employment Cost Index (ECI) as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The COUNTY will have the right to audit the CONTRACTOR'S records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

B. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the Contractor will refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the Statistics Site. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases will be granted only by reason of wage increases associated with the CONTRACTOR'S employees or subcontractors performing work or services pursuant to the Agreement.

C. Fuel Price Redetermination. If the price of fuel increases by a minimum of 10% percent, the CONTRACTOR may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the CONTRACTOR will be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of 10% percent. Failure to make such petition may be grounds

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for Agreement termination and will entitle the COUNTY to a refund of the cumulative increase in pay to the CONTRACTOR due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the CONTRACTOR'S operations in connection with the CONTRACTOR'S performance of the Agreement.

D. All Price Redeterminations will be calculated as demonstrated in this example: CONTRACTOR indicated on the Submittal Form that 30% of the cost to provide the product/service is directly attributed to the redetermination category (wage or fuel).

Current applicable PPI \$200.50
 Base index PPI - \$179.20
 PPI increase dollars \$21.30
 PPI increase percentage ($\$21.30 / \$179.20 = .1189$) 11.9%
 Unit cost of the service is: \$100.00
 30% of \$100.00 is directly attributed to the redetermination category \$30.00
 $\$30.00 \times 11.9\% = \3.57
 New unit price is
 $(\$100 + \$3.57) \$103.57$

E. Expiration Upon Failure to Agree to Price Redetermination. If the COUNTY and the CONTRACTOR cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or expense to either party after a period of six months following the CONTRACTOR'S initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section will be deemed null and void and will not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the COUNTY reserves the right, at no expense, penalty, or consequence to the COUNTY, to award any remaining tasks thereunder to the next available most responsive and responsible CONTRACTOR.

13. County Responsibilities.

A. Project Manager: The COUNTY will designate a COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and about the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

B. The COUNTY will pay in accordance with the provisions set forth in this Agreement. The COUNTY retains the right to inspect all work to verify compliance with the agreement documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

14. Agreement Documents.

A. Definitions: For purposes of this Agreement, the term "agreement documents" includes all bid documents, drawings, the Scope of Services, attachments to this agreement, and provisions within this Agreement, along with any change orders or amendments to this agreement. It is the intent of the agreement documents to describe a functionally complete Service which defines the scope of work. Any work,

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materials, or equipment that may reasonably be inferred from the agreement documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

B. Agreement Documents: The agreement documents and all referenced standards cited therein are essential parts of the agreement requirements. A requirement occurring in one is binding as though occurring in all. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, will be provided or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation of the Service as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, CONTRACTOR will not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. CONTRACTOR will immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

C. Completion of the Scope of Services: CONTRACTOR will give the work the attention necessary to assure the scheduled progress and will cooperate with the COUNTY and with other contractors on the job site. All work will be done in accordance with the agreement documents. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

D. Errors and Omissions: CONTRACTOR will not take advantage of any apparent error or omission in the agreement documents. If any error or omission appears in the agreement documents, CONTRACTOR will immediately notify the COUNTY in writing of such errors or omissions. In the event CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, CONTRACTOR will be deemed to have waived any claim for increased time or compensation CONTRACTOR may have had and CONTRACTOR will be responsible for the results and the costs of rectifying any such error or omission.

15. Contractor Personnel

A. Personnel: CONTRACTOR will assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily, to operate any equipment involved, and will make do and proper effort to execute the work in the manner prescribed in the agreement documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

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B. E-Verify: CONTRACTOR will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this agreement; and will expressly require any contractor and subcontractors performing work or providing services pursuant to this agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the agreement term.

C. Employment: CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Service assigned to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR will give preference to the employment of state residents in the performance of the work on the Service if state residents have substantially equal qualifications to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR will contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner that would conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

D. Superintendent: CONTRACTOR will have at the Service site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who will receive instructions from the COUNTY. The superintendent will supervise all trades, direct all Service activities, establish and maintain installation schedules, and provide the COUNTY'S Project Manager with progress reports as requested. The superintendent will have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent will be furnished regardless of the amount of work sublet. The CONTRACTOR'S superintendent will speak, write, and understand English and will be on the job site during all working hours.

E. Dress Code: CONTRACTOR will maintain a dress code for its employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. In the event the COUNTY determines ID badges are necessary, the COUNTY will provide CONTRACTOR with ID badges and CONTRACTOR agrees to enforce that its employees, whether employed by CONTRACTOR or a subcontractor, wear such ID badge while working on site for the Service.

F. Employee Documentation: If required by the COUNTY for a Service, CONTRACTOR will provide the COUNTY'S Project Manager with all requested documentation for all personnel, subcontractors, and representatives of CONTRACTOR that will be utilized for the Service. Documentation will be provided within five working days of request and will be submitted electronically in PDF format. This information will also be provided when new personnel, subcontractors, and representatives of CONTRACTOR are hired at any time during the agreement period for the Service. The information supplied will be used to run background checks and to provide identification badging, proximity cards, and keys. All required documentation will be supplied in one PDF attachment that will be titled with the Company's name, the person's name, and the person's birthdate.

Example: ACME Plumbing - John H. Smith - 10/10/96. The documentation will include the following: Full name, Address, Email address, Telephone number, Copy of driver's license/state of Florida identification card/valid passport/valid work visa, current color photo (head shot) taken with a plain background, Building name(s) and address(s) of the facilities where the individual will be working, and any additional information that may be requested by the Lake County Sheriff's Office.

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G. Criminal Justice Information Services (CJIS): When advised by the COUNTY'S Project Manager, CONTRACTOR'S personnel, subcontractors, and representatives will be required to complete an online training class that includes testing in order to have access to some secure areas of COUNTY facilities. Finger printing may also be required and will be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR.

H. Background Check: Background checks may be performed by the Lake County Sheriff's Office for projects or services being done at the Lake County Courthouse at no expense to CONTRACTOR. On sites other than the Lake County Courthouse, all personnel, subcontractors, and representatives of the CONTRACTOR will be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check." CONTRACTOR will be responsible for all costs associated with the "Certified Background Check." A copy of the "Certified Background Check" will be supplied to the COUNTY'S Project Manager prior to any work starting. The COUNTY'S Project Manager will notify the CONTRACTOR electronically of approved and denied background checks. Reasons for denials will not be provided.

I. Identification Badging / Proximity Cards / Keys: CONTRACTOR'S personnel, subcontractors, and representatives that are approved to work in restricted areas will receive an identification badge which will also act as a proximity card. All approved personnel, subcontractors, and representatives of CONTRACTOR will be issued identification badge(s) and will be required to wear them at all times while on COUNTY property. Personnel, subcontractors, and representatives of the CONTRACTOR will not be allowed to work on COUNTY property prior to being given approval by the Office of Facilities Management and the assignment of a CONTRACTOR identification badge. For facilities that do not have proximity card readers, keys will be issued to or approved personnel, subcontractors, and representatives of CONTRACTOR. The Office of Facilities Management will notify CONTRACTOR that identification badges, proximity cards, or keys are ready for pickup, and will have CONTRACTOR complete a release form(s) and then distribute them to CONTRACTOR for disbursement to their personnel, subcontractors, and representatives.

J. Lost/Stolen/Damaged Identification Badges / Proximity Cards / Keys: In the event that an identification badge, proximity card or key is lost, stolen or damaged, CONTRACTOR will immediately notify the COUNTY'S Project Manager. Personnel, subcontractors, and representatives of the CONTRACTOR will be temporarily substituted by CONTRACTOR until a new identification badge/proximity card is provided. CONTRACTOR will be assessed a \$25.00 fee for each lost, stolen, or damaged card or key. All fees due will be deducted from the CONTRACTOR'S next invoice.

K. Reports: CONTRACTOR will provide an initial report within 30 business days of the start date and then a quarterly report due the first week of the month in January, April, July, and October for all employees currently being utilized for Projects or Services for the COUNTY. All additions or changes will be highlighted in yellow. The COUNTY'S Project Manager will provide a standardized excel form at agreement initiation that will be used. Reports will be provided for the duration of the Service. The report will be delivered electronically in PDF format to the Lake County Sheriff's Office Representative, the Facilities Maintenance Division Manager, and the COUNTY'S Project Manager. Reports will include the following information Individual's name, birthdate, and driver's license number, Identification badge/proximity card number, All facilities where the employee works, All facilities accessible by proximity card or key, The date the identification badge/proximity card was issued, Dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage, and the date that the individual left employment of the contractor and the identification badge/proximity card was returned.

L. Leave Reporting and Project Completion: CONTRACTOR will immediately contact the COUNTY'S Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and

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representatives of CONTRACTOR that are utilized for Service for the COUNTY. CONTRACTOR will contact the COUNTY'S Project Manager to arrange to drop off identification badge(s), proximity card(s), and key(s) of a dismissed worker(s) within three business days of dismissal or leave. At the completion of the Service the CONTRACTOR will, within three business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.

M. Subcontractors:

- i. CONTRACTOR will be responsible to the COUNTY for the acts and omissions of CONTRACTOR'S subcontractors and of persons either directly or indirectly employed by them.
- ii. All subcontractors, for as long as the subcontractor is working on the job site, will have at least one supervisor/foreman on the job site that will speak and understand English.
- iii. CONTRACTOR will cause its subcontractors and suppliers to comply with the Service schedule and applicable sub-schedules.
- iv. CONTRACTOR will include with the final invoice a completed CONTRACTOR'S FINAL PAYMENT AFFIDAVIT, which will be provided by the COUNTY to the CONTRACTOR. A copy of the Affidavit may be provided by request to the COUNTY.

N. Emergency Contact: CONTRACTOR will have a responsible person available at, or reasonably near, the Service on a 24 hour basis, seven days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any problem that might arise. CONTRACTOR will submit to the COUNTY'S Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. This list will contain the name of their supervisors responsible for work pertaining to this Agreement.

O. Notification of Emergency: In the event of an emergency affecting the safety or protection of persons, or the work or property at the Service site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR will contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible thereafter, but no later than 24 hours after the occurrence of the emergency, if CONTRACTOR believes that any significant changes in the work or variations from the agreement documents has occurred. If the COUNTY determines that a change in the agreement documents is required of the action taken in response to an emergency, a change order request will be issued to document the consequences of the changes or variations. If CONTRACTOR fails to provide written notice within the 24 hour limitation noted above, CONTRACTOR will be deemed to have waived any right it otherwise may have had to seek an adjustment to the agreed amount or an extension to the agreed time.

16. Safety:

A. CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to persons or property. CONTRACTOR will be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by

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the above-mentioned authorities for failure to comply with these requirements will be borne solely by CONTRACTOR.

B. CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONTRACTOR certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements will be borne by CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by CONTRACTOR and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by CONTRACTOR on the jobsite will be in place and in proper working order at all times. If COUNTY determines that the equipment is deficient in safety devices, CONTRACTOR will be notified immediately. CONTRACTOR will immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY will have the authority, but not the duty, to require CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

E. Should the work site be in a hazardous area, the COUNTY will take reasonable actions to furnish CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist CONTRACTOR in the planning of a safe work site.

F. CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. CONTRACTOR will erect and maintain, as required by existing conditions and agreement performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

H. CONTRACTOR will be responsible for the removal of all surplus material and debris from the Service site at the end of each workday. All costs associated with clean-up and debris removal will be included in the lump sum price stated elsewhere herein. CONTRACTOR will leave the site clean and neat. All work must be cleaned up prior to the next day of business. The specified work will not interfere with the regular operating hours of Lake County.

I. CONTRACTOR must have ample cleaning supplies and a minimum of two vacuum cleaners on-site for clean-up. The CONTRACTOR will not use COUNTY cleaning supplies or equipment. Upon final completion, CONTRACTOR will thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. If at any time the CONTRACTOR fails to clean up the work area to acceptable levels the COUNTY will retain outside cleaning services and the actual costs for this service will be deducted from the CONTRACTOR'S final payment with the minimum cost of \$50.00 to offset COUNTY time for securing services to properly clean and inspect the site.

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J. CONTRACTOR will confine all equipment, materials and operations to the Service site and areas identified in the agreement documents. CONTRACTOR will assume all responsibility for any damage to any such area resulting from the performance of the work.

K. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). Any spillage of hazardous chemicals or wastes by the CONTRACTOR will be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by CONTRACTOR will be the sole responsibility of CONTRACTOR and the COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The MSDS will include the following information:

- i. The chemical name and the common name of the toxic substance
- ii. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
- iii. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
- iv. The primary route of entry and symptoms of exposure.
- v. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
- vi. The emergency procedure for spills, fire, disposal and first aid.
- vii. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- viii. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

17. Plumbing Work Provisions.

A. Underground Utilities: Any required ground digging or subsurface work will be done in accordance with Chapter 556, Florida Statutes. It will be the responsibility of CONTRACTOR to have all underground utilities located before any work begins (Sunshine State One Call 1-800-432-4770). The repairs of any damaged underground utilities as a result of the work being performed by CONTRACTOR will be the responsibility of CONTRACTOR. The proper utility company will be contacted immediately to expedite the repairs, if damage has occurred. CONTRACTOR will notify the COUNTY and provide a written explanation of the incident within two days of the damage to any underground utilities.

B. Maintenance of Traffic (MOT):

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- i. Maintenance of traffic shall be the responsibility of the CONTRACTOR, and must conform to FD'T's most current editions and supplements of *Standard Specifications for Road and Bridge Construction*, *Roadway and Traffic Design Standards*, *Manual or Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways*, or the *Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD)*, as applicable.
- ii. All costs associated with MOT must be included in the CONTRACTOR's proposal price. No separate line items for MOT will be included in the cost estimate. If the CONTRACTOR does not comply with the FDOT and the FHWA standards, the COUNTY may direct the CONTRACTOR to cease operation until deficiencies are corrected.
- iii. If the CONTRACTOR feels that assistance from an off-duty police officer is needed, it will be the responsibility of the CONTRACTOR to hire and pay for this service.
- iv. All lane closures shall have the prior approval of the Project Manager. No road closures shall be allowed except in the case of emergencies.
- v. The foregoing are the minimum MOT requirements and the CONTRACTOR's compliance does not relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and contractor's employees throughout the work area.
- vi. The CONTRACTOR must ensure minimal inconvenience to the public and traffic if use of public roads and streets is necessary. If the Contractor is driving slow-moving equipment on the road, the operator shall not have more than three vehicles backed up behind him or her at any time before pulling to the side to let traffic pass.

C. General Inspection Requirements:

- i. CONTRACTOR will furnish the COUNTY with every reasonable accommodation for finding out whether the work performed, and materials used are in accordance with the requirements and intent of the agreement documents. If the COUNTY so requests, the CONTRACTOR will, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, CONTRACTOR will restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable to the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, will be at CONTRACTOR'S expense. However, should the work exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, will be paid for as unforeseen work.
- ii. If the COUNTY fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject will in no way prevent the COUNTY'S later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and CONTRACTOR will make no claim for losses suffered due to any necessary removals or repairs of such defects.
- iii. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY will give

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CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR will then have seven calendar days from the date the notice is given to correct the defective condition. If CONTRACTOR fails to correct the deficiency within the seven calendar days, the COUNTY may take any action necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to CONTRACTOR at CONTRACTOR'S expense or terminating this Agreement. CONTRACTOR will not assess any additional charges for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the agreement documents.

- iv. Should CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the agreement documents, within the time indicated in writing, the COUNTY may direct CONTRACTOR to correct the unacceptable or defective materials or work at CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals will be paid for out of any monies due or which may become due to CONTRACTOR. A change order will be issued, incorporating the necessary revisions to the agreement documents, including an appropriate decrease to the agreement amount. Such costs will include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective work and additional compensation due the COUNTY. CONTRACTOR will not be allowed an extension of the term of this Agreement because of any delay in performance of the Service attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies hereunder.
- v. If CONTRACTOR fails to honor the change order, the COUNTY may terminate this Agreement. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY'S Project Manager will then make a determination if the work will be accepted and remain in place. In this event, the COUNTY'S Project Manager will document the basis of acceptance by a change order that will provide for an appropriate deduction as needed in the agreement price for such work or materials necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.
- v. When all or a portion of the cost of Services is to be paid by federal, state or another governmental agency, the work will be subject to such inspection by federal, state, or other governmental agency representative, but such inspections will not make the government or agency a party to this agreement.

18. Service Materials and Storage:

A. Unless otherwise specified within the agreement documents, all materials to be used to complete the Service, except where recycled content is specifically requested, will be new, unused, of recent manufacture, and suitable for its intended purpose. All goods will be assembled, serviced, and ready for operation when delivered. In the event any of the materials supplied by CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to CONTRACTOR at CONTRACTOR'S expense and this Agreement may be terminated, or (2) the COUNTY may require CONTRACTOR to replace the materials at CONTRACTOR'S expense.

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B. Materials will be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, will not be used in the work, and will be removed from the site by CONTRACTOR at CONTRACTOR'S expense. Until incorporated into the work, materials will be the sole responsibility of CONTRACTOR and CONTRACTOR will not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, CONTRACTOR will furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose.

D. All unusable materials and debris will be removed from the premises at the end of each workday and disposed of in an appropriate manner.

19. Time for Completion and Extensions:

A. A written notice to proceed is required for the CONTRACTOR to schedule or begin work. CONTRACTOR will diligently pursue the completion of the work and coordinate the work being done on the Service by its subcontractors and material suppliers, as well as coordinate CONTRACTOR'S work with the work of other contractors so that CONTRACTOR'S work or the work of others will not be delayed or impaired. CONTRACTOR will be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the agreement documents.

B. Should CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of CONTRACTOR, and not due to CONTRACTOR'S fault or neglect, CONTRACTOR will notify the COUNTY in writing within 24 hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

C. If CONTRACTOR complies with the 24-hour notice requirement, the COUNTY will ascertain the facts and the extent of the delay being claimed and recommend an extension to the agreement time when, in the COUNTY'S sole judgment, the findings of fact justify such an extension. CONTRACTOR will cooperate with the COUNTY'S investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the agreement time may be granted only for those delays which impact CONTRACTOR'S construction schedule. Extensions of agreement time, if approved by the COUNTY, must be authorized by written change order.

20. Changes in the Scope of Services:

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, modify the Scope of Services. For changes requested by CONTRACTOR, CONTRACTOR will prepare and submit change order requests for COUNTY approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and CONTRACTOR will execute the change order. The value of such extra work or change will be determined by the agreement unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the agreement price.

B. If the COUNTY and CONTRACTOR are unable to agree on the change order for a requested change, CONTRACTOR agrees to promptly perform the change as directed in writing by the COUNTY.

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If CONTRACTOR disagrees with the COUNTY'S adjustment determination, CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter CONTRACTOR might have otherwise had. For work not contemplated by the original agreement, the amount of an increase will be limited to CONTRACTOR'S reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by the COUNTY. In such case, CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum 10% markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs will be permitted, with a maximum 5% markup thereon by CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of 15% of the amount of changed work. All compensation due CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.

C. The COUNTY will not be liable to CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order will represent full and complete compensation to CONTRACTOR for labor, materials, incidental expenses, overhead, profit, costs, and time associated with the work authorized by such change order.

D. Execution by CONTRACTOR of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

E. Upon receipt of an approved change order, changes in the Scope of Services will be promptly performed. All changes in work will be performed under the terms and conditions of this agreement.

F. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONTRACTOR.

21. Sales Tax Recovery Program. In accordance with Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, the COUNTY is tax exempt when it purchases tangible personal property for use in public works projects, subject to certain restrictions. In the event this project is declared a sales tax recovery project by the COUNTY, the following procedures will apply:

A. The COUNTY, through the Office of Facilities Management, shall determine whether the COUNTY will directly purchase certain materials required for the service. The CONTRACTOR shall prepare a list of proposed items that may be desirable for County direct purchasing. Proposed items will be items that are purchased in a single order from a single vendor with a value greater than \$10,000. Upon reviewing this list, the COUNTY will determine whether it will directly purchase certain materials. The COUNTY shall notify CONTRACTOR in writing of the specific materials which are intended to be purchased.

B. Within ten (10) calendar days from receipt of the written notice described in Paragraph 21.A., the CONTRACTOR shall advise the COUNTY in writing of: (a) the date upon which the materials must be on-site according to the Construction Schedule approved at that time, (b) the date that the CONTRACTOR directs that the COUNTY place the order for the described materials, (c) the location to which the materials are to be delivered, and (d) any other particular details of the order which the CONTRACTOR requests that the COUNTY include in the Purchase Order to the vendor.

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C. The COUNTY may, but is not required to, provide the CONTRACTOR with the proposed Purchase Order for the materials. In that case, the CONTRACTOR shall review the Purchase Order for compliance with the Agreement Documents, including, without limitation, the plans, specifications, and Construction Schedule. Within the earlier of: five (5) calendar days from the receipt of the proposed Purchase Order or the day prior to the date provided by the CONTRACTOR as defined hereinabove, the CONTRACTOR shall provide the COUNTY with written approval of the Purchase Order or shall provide written revisions to the Purchase Order, in order that the materials and the delivery will comply with the Agreement Documents, including, without limitation, the plans, specifications and Construction Schedule.

D. The COUNTY, through the Office of Facilities Management, will place the Order for the materials with the vendor.

E. The COUNTY will take title to those materials directly from the vendor and will bear the risk of loss or damage to the materials which are delivered by the vendor through the time that the materials are delivered to the location designated by the CONTRACTOR. After the materials are delivered to the location designated by the CONTRACTOR, the CONTRACTOR will have full responsibility for their storage, protection, risk-of-loss, and installation pursuant to the Agreement Documents, including, without limitation, the plans, specifications, and Construction Schedule.

F. The vendor will invoice the COUNTY directly for the materials purchased from the vendor. The COUNTY shall pay the invoices for the materials directly, presenting its sales tax exemption certificate to each vendor at the time of payment.

With respect to the materials specifically designated by this section, the CONTRACTOR will be relieved only of its responsibilities to place the order for the subject materials, to pay for the materials and to insure the materials against loss through the date that they are delivered to the location designated by the CONTRACTOR. Otherwise, nothing in this Agreement will revise or modify the CONTRACTOR'S responsibilities set forth in this Agreement, including, without limitation, the responsibility to schedule the timely ordering and delivery of the materials purchased, the management of the materials once delivered or the incorporation of the materials into the Work, as provided in the Agreement Documents, including, without limitation, the plans, specifications and Construction Schedule.

THE PURPOSE OF THE SALES TAX RECOVERY PROGRAM IS TO ACHIEVE COST SAVINGS FOR THE COUNTY. THE COST OF ANY MATERIALS PURCHASED THROUGH THE SALES TAX RECOVERY PROGRAM WILL BE DEDUCTED FROM THE CONTRACT AMOUNT. ALL SAVINGS REALIZED BY THE SALES TAX RECOVERY PROGRAM WILL INURE TO THE BENEFIT OF THE COUNTY.

The COUNTY and CONTRACTOR shall execute a written change order described in this Agreement and approved in accordance with the County's policy and the Change Order will become a part of the Contract Documents as provided in this Agreement. The CONTRACTOR'S fee will be calculated on the basis that the CONTRACTOR, rather than the County, procured the materials. Therefore, for purpose of calculating the fee, the total of subcontractor and supplier costs will include payments made by the County under this program.

22. Claims and Disputes:

A. Claims by CONTRACTOR will be made in writing to the COUNTY within two business days after the commencement of the event giving rise to such claim or CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in Work."

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B. CONTRACTOR will proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY will continue to make payments on the undisputed portion of the agreement in accordance with the agreement documents during the pendency of any claim.

C. Claims by CONTRACTOR will be resolved in the following manner:

- i. Upon receiving the claim and supporting data, the COUNTY will within 15 calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have 15 calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.
- ii. If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.
- iii. Claims by the COUNTY against CONTRACTOR will be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. CONTRACTOR will respond in writing within 15 calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY will have the option to submit the matter to mediation as set forth in (C)(ii) above.
- iv. Arbitration will not be considered as a means of dispute resolution.
- v. No claim for damages or any claim other than for an extension of time will be made or asserted against the county by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONTRACTOR expressly acknowledges and agrees that CONTRACTOR will receive no damages for delay. This provision will not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR will be entitled to extensions of the agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

23. Acceptance of the Work and Final Payment: The work and services rendered under this Agreement will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the product(s) or service(s) is (are) accepted by the COUNTY and will be in compliance with the terms herein, in accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

24. Final Inspection: When all materials have been furnished, all work has been performed, and the construction contemplated by this agreement has been satisfactorily completed, the COUNTY will make the final inspection. The final inspection will be completed within five business days of receipt of notification from the CONTRACTOR that the Service is ready. The COUNTY will notify CONTRACTOR, if necessary, of any deficiencies with the Service, and CONTRACTOR will correct all deficiencies before final acceptance and payment is made.

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25. Maintenance of Work: CONTRACTOR will maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance will be maintained until final acceptance by the COUNTY.

26. Final Acceptance: When the Service or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties will make an inspection of the Service, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. CONTRACTOR will have 10 calendar days to correct all deficiencies. An \$80.00 re-inspection fee will be applied for the third inspection and any required re-inspection thereafter. The COUNTY will have the right to exclude CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list. When the work provided for under this Agreement has been completely performed by CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to CONTRACTOR in accordance with this Agreement, and after CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the agreement and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

27. Waiver of Claims: CONTRACTOR'S acceptance of final payment will constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the agreement or otherwise related to the Service, except those previously made in writing and identified by CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

28. Termination of Contractor's Responsibilities: This Agreement will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

29. Recovery Rights Subsequent to Final Payment: The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of CONTRACTOR be discovered after the final payment has been made, to claim and recover from CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

30. Warranties:

A. All warranties will begin on the date of the COUNTY'S acceptance of the Service which will be the date final payment is issued to CONTRACTOR and will last for a period of 12 months unless otherwise specified in the Scope of Services, plans or specifications. CONTRACTOR will obtain and assign to the COUNTY all express warranties given to CONTRACTOR or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Service.

B. CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the agreement documents will be new unless otherwise specified, and that all work will be of good quality, free from defects and in conformance with the agreement documents. CONTRACTOR warrants to the COUNTY that all materials and equipment furnished under the agreement documents will be applied,

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installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for the agreement documents. This warranty requirement will remain in force for the full period identified above, regardless of whether CONTRACTOR is still under agreement at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law.

C. If sod is used as part of an individual Service, it will be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within 60 days of placement of the sod, CONTRACTOR will treat the affected areas. The process for treating these areas will be approved by the COUNTY. If the sod does not meet any of the required specifications, CONTRACTOR will be responsible to replace it at no expense to the COUNTY. It will be the responsibility of CONTRACTOR to ensure the sod is sufficiently established as described as specified in the scope of services, plans, or specifications. This will include watering the sod on a regular basis as needed to keep it alive until established. Established will be considered as being sufficiently rooted, as determined by the Project Manager, into the surface that it was installed. If the sod dies or does not become established CONTRACTOR will be responsible for the replacement at no cost to the COUNTY.

D. CONTRACTOR will be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within five calendar days after the COUNTY notifies CONTRACTOR of such deficiency in writing. If CONTRACTOR fails to honor the warranty or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR in writing that CONTRACTOR may be debarred as a COUNTY vendor, and become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five calendar days of receipt of the notice. If CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place CONTRACTOR in default of its agreement and (b) procure the products or services from another source and charge CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

E. Liquidated Damages: If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a notification notifying CONTRACTOR of an assessment of Liquidated Damages. The COUNTY and CONTRACTOR recognize that, since time is of the essence for this Agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess Liquidated Damages, not a penalty, for each calendar day. The Service will be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if CONTRACTOR fails to complete the work in a timely manner. The Liquidated Damages will be as set forth in the following table:

Service/Project Amount	Daily Charge (Per Calendar Day)
\$5,000 and under	\$25
Over \$5,000 but less than \$10,000	\$65
\$10,000 or more but less than \$20,000	\$91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166
\$40,000 or more but less than \$50,000	\$228
\$50,001 or more	\$250

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F. The COUNTY will retain from the compensation to be paid to the CONTRACTOR the above-described sum. If CONTRACTOR is in default for not completing the Service within the time specified, the COUNTY may require CONTRACTOR to stop work on any other project or service to the COUNTY until the Service specific in this Agreement is complete and the Liquidated damages Sum is satisfied.

31. Sanitation: If the Service does not involve interior work, CONTRACTOR will be required to provide and maintain adequate sanitary conveniences for the use of persons employed for the Service. These conveniences will be maintained at all times without nuisance, and their use will be strictly enforced. The location of these conveniences will be subject to the COUNTY'S Project Manager's approval. All such facilities will be installed and maintained by CONTRACTOR in accordance with applicable federal, state, and local laws.

32. Submittals and Equal Products:

A. Submittals of products required for the Service assigned to CONTRACTOR hereunder, will be supplied to the COUNTY for pre-approval prior to the start of the work. These documents will be provided to the COUNTY at least one week before the installation.

B. If a product or service requested by the COUNTY for the Service has been identified in the specifications by a brand name and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of product or service that will be acceptable. If CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by CONTRACTOR to the COUNTY. The COUNTY will make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."

C. Unless CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response will be considered as offering the same brand name referenced in the specifications. If CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished will be clearly identified. A formal submittal for the alternate/shop drawings will be submitted. The evaluation of the alternate and the determination on acceptability of the alternate product or service will be the responsibility of the COUNTY and will be based upon information furnished by CONTRACTOR. The COUNTY will not be responsible for locating or securing any information which is not included in CONTRACTOR'S response. To ensure that sufficient information is available, CONTRACTOR will furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

33. Fees: The following is a list of fees that may be assessed to CONTRACTOR during the term of this agreement. These fees are assessed to help offset the additional costs associated with the COUNTY'S labor and vehicle usage required for unnecessary inspections or missed appointments. The \$80.00 fee shown below is a re-inspection fee for uncorrected workmanship. The fee will be applied to the third inspection and for any subsequent inspections. Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Service, will additionally be charged back to CONTRACTOR. The fees, if any, will be deducted from the final invoices.

Missing scheduled appointments	\$70.00 each occurrence
Failure to respond to emergency calls	\$250.00 per day
Late to emergency calls	\$36.00 per hour

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Inspected unacceptable workmanship	\$80.00 each inspection
Failure to provide any and all required documentation or reports	\$75.00 per day
Failure to pass all inspecting authority re-inspections (within 30 days of initial inspection)	\$250.00 per day

34. Termination: This Agreement may be terminated by the COUNTY upon 10 calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience: In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 10 calendar day advance written notice, the COUNTY will reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause: Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10-calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated immediately upon written notice by the COUNTY to the CONTRACTOR and CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

35. Assignment of Agreement: This Agreement will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve CONTRACTOR of liability and obligations under this agreement and all transactions with the COUNTY must be through CONTRACTOR. Additionally, unless otherwise stipulated herein, CONTRACTOR will notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

36. Insurance:

A. CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of this Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

- i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance

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Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the Solicitation/Agreement number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions;

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or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

37. Indemnity: The CONTRACTOR will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, its personnel, employees, and other person utilized by CONTRACTOR in the performance of this agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONTRACTOR's expense. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

38. Independent Contractor: The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

39. Prohibition Against Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

40. Return of Materials: Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR will surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to CONTRACTOR by the COUNTY pursuant to this Agreement.

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41. Truth in Negotiations: Pursuant to Section 287.055, Florida Statutes, the agreed pricing and any additions will be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments will be made within one year following the end of the agreement.

42. Public Entity Crimes: Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity nor shall such person or affiliate be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under an agreement with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

43. Conflict of Interest: CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person will have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

44. Retaining Other Contractors: Nothing herein will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this agreement. Under these circumstances, a County representative will contact CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONTRACTOR, another vendor or to acquire the items through a separate solicitation.

45. Accuracy: During this Agreement, CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONTRACTOR will, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

46. Right to Audit: The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONTRACTOR'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

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B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed 90 calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONTRACTOR in performance of any work under this Agreement.

47. Force Majeure: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems or any other cause beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

48. Business Hours of Operation: Unless otherwise specified in the technical specifications, all work performed will be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work will be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day. Special schedules may be established if necessary, because of problems with noise or similar difficulties affecting other County facilities, County operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of \$250.00 per person per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

49. Minimum Wage: The wage rate paid to all laborers, mechanics and apprentices employed by the CONTRACTOR for the work under the agreement will not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

50. Protection of Property:

A. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest will be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this agreement, and CONTRACTOR will be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR'S operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of

AGREEMENT FOR STORMWATER PIPE LINING SERVICES, RFP # 22-535A

such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mailboxes, turf, signs, or other property will either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

B. If the Service is to be completed within COUNTY facilities, CONTRACTOR will be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of CONTRACTOR'S operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including but not limited to personal items and furniture will either be repaired or replaced by CONTRACTOR, at CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

C. CONTRACTOR will be responsible for re-grading and re-sodding any areas that are disturbed by CONTRACTOR while the work is completed.

51. Risk of Loss/Accident Notification: CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. CONTRACTOR will immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONTRACTOR or a third party. If in the course of completing work as part of this agreement there is an accident that involves the public, CONTRACTOR will as soon as possible inform the COUNTY of the incident by telephone. CONTRACTOR will follow up in writing within two business days of the incident. If Law Enforcement was involved and has written a report, CONTRACTOR will forward a copy of the report to the COUNTY.

52. Public Records:

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

AGREEMENT FOR STORMWATER PIPE LINING SERVICES, RFP # 22-535A

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GSI-SL ("Schedule") for State and Local Government Agencies. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

53. This Agreement is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie in Lake County, Florida.

54. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

55. This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

56. This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

AGREEMENT FOR STORMWATER PIPE LINING SERVICES, RFP # 22-535A

57. The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this Agreement.

58. During the term of this agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

59. The CONTRACTOR will at all times comply with all Federal, State and local laws, rules and regulations.

60. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five years. The COUNTY may terminate or cancel any other agreements with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

61. With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the agreement. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. In addition, although this agreement is specific to a County department, it is agreed and understood that any County department may avail itself of this Agreement and purchase any and all items specified herein at the agreement price(s) established herein. An agreement modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

62. The CONTRACTOR will act as the prime consultant for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency, security, and compliance with applicable laws. The combined expenses of subcontractors without a COUNTY contract/agreement are limited to thirty percent of the task not to exceed \$35,000. Professional services subcontractors currently under agreement with the COUNTY obtained through competitive solicitation may be utilized by CONTRACTOR without limits. CONTRACTOR may be required to use subcontractors currently under contract with the COUNTY. The professional services subcontractors' limits may be waived with prior approval from the County Attorney and Procurement Services Director. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed. The CONTRACTOR agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONTRACTOR must be able to promptly provide a qualified replacement. In the event the CONTRACTOR desires to substitute personnel, the CONTRACTOR shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

AGREEMENT FOR STORMWATER PIPE LINING SERVICES, RFP # 22-535A

63. The invalidity or unenforceability of any particular provision of this agreement will not affect the other provisions hereof, and this Agreement will be construed as if such invalid or unenforceable provisions were omitted.

64. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice will be in writing and will be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Chris Parker, VP of Municipal Division
Advanced Plumbing Technology
638 E. Highway 50
Clermont, Florida 34711

If to COUNTY:

Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

With a copy to:

County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

65. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this agreement will need to be added via written addendum, and pricing negotiated based on final specifications. This agreement contains the following exhibits, all of which are incorporated in this agreement:

Exhibit A	Scope of Services (including all addenda)
Exhibit B	Submittal Form
Exhibit C	Pricing Sheet

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this Agreement on the dates under each signature:

CONTRACTOR

Advanced Pace Technologies, LLC, d/b/a Advanced Plumbing Technology

By: 

Chris Parker, Vice President of Municipal Division
In his/her official capacity on behalf of
Advanced Pace Technologies, LLC, d/b/a Advanced Plumbing Technology


AGREEMENT FOR STORMWATER PIPE LINING SERVICES, RFP # 22-535A

License: #CFC1430312

This 24 day of August, 2022.

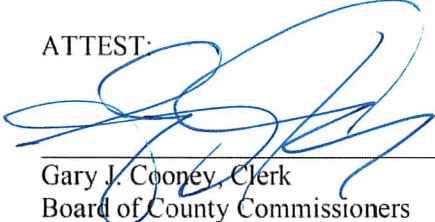
AGREEMENT FOR STORMWATER PIPE LINING SERVICES, RFP # 22-535ACOUNTY

Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners


Sean M. Parks, Chairman

This 25th day of October, 2022.

ATTEST:


Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:



Melanie Marsh
County Attorney

Exhibit A Scope of Services

EXHIBIT A – SCOPE OF SERVICES 22-535 STORMWATER PIPE LINING AND RELATED SERVICES

1. SCOPE OF SERVICES

- 1.1. The Contractor will have the experience, ability, equipment, and tools to perform the point repair or full reconstruction of storm water lines by the installation of a resin-impregnated flexible felt tube, which is inverted into the existing conduit by use of hydraulic head. Where inversion is not appropriate, a pull and inflate method will be acceptable.
- 1.2. Curing will be accomplished by circulating hot water (or other approved method) within the liner tube to cure the encapsulated resin system.
- 1.3. When cured, the finished pipe will be continuous, watertight, and formed to the original conduit. Cleaning and inspections of conduits, bypass pumping, line obstruction removal, reestablishment of services, pre-installation, video recording, installation of Resin Impregnated Cured-in-Place Pipe (RICIPP) including installation television inspection, post-installation video recording, connections, testing, and final inspections are all part of this work.

2. CONTRACTOR'S RESPONSIBILITIES

The Contractor will:

- 2.1. Provide services to the County on an As-Needed Basis.
- 2.2. Designate a project manager that will speak English and have available communication devices with internet access to ensure proper communication and documentation during operations.
- 2.3. Have a minimum of three (3) years' experience with the means and methods utilized in installing RICIPP to include all size pipes of various lengths in the state of Florida.
- 2.4. Be responsible for contacting each home or business in close proximity to the storm sewer to be RICIPP lined. Resident shall be informed of the work to be conducted and the projected length of time for the lining. The contact will be by approved letter or door hanger 48 hours prior to work beginning on the affected section of pipe.
- 2.5. Submit one (1) video copy that shows the conduit prior to lining, the liner being inverted through the pipe in-situ demonstrating that the resin does not drain out of the saturated liner tube and the final inspection of the completed conduit lining.
- 2.6. Submit a sample television inspection after the first liner is installed so that the Contractor and Project Manager can agree on performance and quality of the inspections, which will be met throughout the Contract. Pipes not inspected to the Project Manager's satisfaction will be re-inspected by the Contractor at no additional cost to the County.
- 2.7. Include in the television inspection reports physical locations such as street address

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STORMWATER PIPE LINING AND RELATED SERVICES

or street intersection to identify manhole or other locations, which are used to reference where the camera is located.

- 2.8. Submit an invoice to the County's Project Manager within 30 days of project completion.

3. COUNTY'S RESPONSIBILITIES

- 3.1. The County reserves the right to award to one or more vendors.
- 3.2. The County will provide a Project Order Form for each project.
- 3.3. The County shall locate and designate all manhole access points for the work, provide right of entry to these points.

4. ADDITIONAL ITEMS - UPON REQUEST

Contractor shall submit upon request the following information regarding quality:

- 4.1. Contractor shall submit three copies of manufacturer's technical literature and recommended installation procedure.
- 4.2. A signed and notarized certification from the resin manufacturer (not supplier/distributor) that the polyester resin to be furnished for this project will not mix with storm water, lake water or moisture on inversion/insertion.
- 4.3. A viscosity profile and procedure showing that the resins to be supplied on this project will not absorb/mix with water.
- 4.4. A Contractor's representative will remove a small amount of catalyzed resin from the saturated liner, when requested and in the presence of the County's project manager, prior to inversion. The material will exhibit the characteristic of an elastic gel. A water mix test will be performed on site, catalyzed resin shall be placed in a jar and an equal amount of water added, the jar sealed and shaken vigorously. The material shall not mix or form an emulsion. If the resin material mixes, the saturated liner tube will be rejected and shall be removed from the site. The rejected liner will be removed from the site and disposed of in accordance with federal, state, and local requirements. A pre-liner will be required and the thickness of the entire circumference of the liner will have to meet or exceed the minimum thickness required by the owner.
- 4.5. At the County's request, at no more than 5 times per 10 inversions, a CCTV camera shall be inserted into the pipe to be lined and positioned within 10 feet of the inverting tube in the presence of the County's project manager. The project manager shall view the inversion of the tube from the video monitor in the Contractor's CCTV truck. If resin discharge from the tube is observed, the Contractor will immediately stop the inversion and remove the tube from the pipe. The rejected liner will be removed from the site and disposed of in accordance with Federal, State and Local requirements.

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**EXHIBIT A – SCOPE OF SERVICES
STORMWATER PIPE LINING AND RELATED SERVICES**

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5. WARRANTY

- 5.1. Installation: Provide a full labor and materials warranty for a period of twenty-four (24) months from the date of acceptance by the County.
- 5.2. Liner: Manufacturer's standard warranty.

6. MATERIALS

- 6.1. The RICIPP shall be fabricated to a size that when installed will fit the internal circumference of the conduit specified. Allowance shall be made for circumferential / radial stretching during insertion.
- 6.2. The finished RICIPP shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to contaminants associated with storm water.
- 6.3. The outside layer of the tube (before inversion) shall be plastic coated with a transparent flexible material that is compatible with the resin system used. The plastic coating shall not be subject to delaminating in the cured pipe.
- 6.4. The tube shall contain no intermediate or encapsulated layers. No materials shall be included in the tubes that are subject to delaminating in the cured pipe.
- 6.5. The wall color of the interior pipe surface of the RICIPP after installation shall be a light reflective color so that a clear detail examination with closed circuit television inspection equipment may be made.
- 6.6. A general purpose, Polyester resin or Epoxy Vinyl Ester and catalyst system shall be furnished that provides cured physical strengths specified herein.
- 6.7. Physical Strength: The cured RICIP shall conform to the minimum structural standards, as listed below.

CURED RICIP	STANDARD	RESULTS
Flexural Stress	ASTM	D-790 4,500 psi
Flexural Modulus of Elasticity	ASTM	D-790 250,000 psi

- 6.8. All pipes shall be considered fully deteriorated.
- 6.9. Hydraulic capacity calculations shall support the CIPP requirement for 100% of the full flow capacity of the original pipe as installed.
- 6.10. The Contractor shall submit liner thickness calculations to the Engineer for review. The RICIPP shall be designed in accordance with the applicable provisions of ASTM F1216 and D2412 for fully deteriorated gravity pipe conditions and shall meet the following

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AGREEMENT FOR STORMWATER PIPE LINING SERVICES, RFP # 22-535A

**EXHIBIT A – SCOPE OF SERVICES
STORMWATER PIPE LINING AND RELATED SERVICES**

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design conditions:

- 6.10.1.** AASHTO H-20 Live Load with two trucks passing for RICIPP in streets.
- 6.10.2.** A soil modulus of elasticity of 700 psi shall be used. A soil weight 120 pounds per cubic foot and a coefficient of friction of $K_u' = 0.130r$ shall be used for the installed depths.
- 6.10.3.** The long-term flexural modulus used in the design calculations shall be estimated by multiplying the lowest short-term flexural modulus specified in the ASTM standards by a retention factor of 0.50.
- 6.10.4.** Safety factor of 2.0 shall be used.
- 6.10.5.** Groundwater levels shall be estimated to be at the ground surface.
- 6.10.6.** Service temperature range shall be 40 to 140 degrees F.
- 6.10.7.** Maximum long-term deflection shall be 5 percent.
- 6.11.** The minimum length shall be that deemed necessary to effectively span the footagethat is requiring repair. The Contractor shall verify the length in the field before impregnation.
- 6.12.** The thickness (in millimeters) to be used for the liner shall be the largest thickness as determined by calculations for deflection, bending, buckling and minimum stiffness. The minimum installed liner thickness with the pre-determined resin/felt ratio shall be as follows:
- 6.13.** Liner Thickness Chart:

LINER THICKNESS CHART											
GROUND COVER IN											
FEET											
Pipe Diameter in Inches	1	Q	$\frac{S}{2}$	10	12	14	16	18	20	22	24
8	6	6	6	6	6	6	6	6	6	7.5	7.5
10	6	6	6	6	6	7.5	7.5	7.5	7.5	9	9
12	6	6	6	7.5	7.5	9	9	9	9	10.5	10.5
14	7.5	7.5	7.5	7.5	9	9	10.5	10.5	10.5	12	12
16	9	9	9	9	10.5	10.5	12	12	12	13.5	13.5
18	9	9	9	10.5	10.5	12	12	13.5	13.5	15	15
21	12	12	12	12	13.5	13.5	15	15	16.5	16.5	18
24	12	12	12	13.5	15	16.5	16.5	18	18	19.5	19.5
27	12.5	15	15	15	16.5	18	19.5	19.5	21	21	22.5
30	13.5	15	15	16.5	18	19.5	21	22.5	22.5	24	27
36	16.5	18	18	19.5	21	24	24	27	27	28.5	30
42	19.5	19.5	21	22.5	27	27	28.5	30	33	33	34

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48	22.5	22.5	24	27	28.5	30	33	34	36	38	39
54	27	27	27	30	33	34	36.5	39	40.5	42	44
60	28.5	28.5	30	33	35.5	38	41	43	44.5	46.5	48.5
66	30	33	33	35.5	39	42	45	47	50	52	54
72	33	33.5	36	39	42.5	45.5	48.5	51	54	56	58

- 6.14.** The CIPP shall be designed per ASTM F-1216, with the following additional requirements.

- 6.14.1.** The design will assume no bonding to the original pipe wall.
- 6.14.2.** External hydraulic design based on acceptable third-party testing and verification of the enhancement factor, K, shall be submitted for review.
- 6.14.3.** The bond between the RICIPP layers shall be strong and uniform. All layers, after cure, must form one homogeneous structural pipe wall with no part of the tube left unsaturated.
- 6.14.4.** The cured pipe material (RICIPP) shall conform to the following structural properties:

PROPERTY RESULTS	TEST METHOD	MINIMUM TEST RESULT
Modulus of Elasticity	ASTM D-790	250,000 psi
Flexural Strength	ASTM D-790	4,500 psi

- 6.14.5.** Design parameters will be in accordance with ASTM F-1216-16. Design parameters shall be for a fully deteriorated pipe with a long-term flexural modulus of 50% of the short-term modulus and the design safety factor of two (2) remaining unchanged.
- 6.14.6.** If required by the County, RICIPP field tube samples shall be cured in the hot water contained in the inversion column contained within steel plates and Mylar sheeting. These sample pieces shall be at least 20 inches in length with enough width for a test laboratory to run a minimum of three samples from each specimen. A testing laboratory acceptable to the owner shall produce the tests, noting thickness and enough strength as specified without a laboratory post cure. Post cure shall be accomplished in the initial in ground curing cycle.

7. PREPARATION

- 7.1.** Safety - The Contractor shall carry out his operations in strict accordance with all OSHA Regulations and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. In addition, the Contractor shall be responsible for implementing traffic control procedures as needed in conformance with FDOT/County standards. Contractor shall submit their MOT plan

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STORMWATER PIPE LINING AND RELATED SERVICES**

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to the county for review and approval prior to work.

7.2. Prior to Liner Installation:

7.2.1. Cleaning of Storm Water System - It shall be the responsibility of the Contractor to perform cleaning of internal debris / sediments from the storm water lines unless the Contractor is directed otherwise. The Contractor shall be responsible for the disposal of any removed debris. Any hazardous waste material encountered during this contract will be considered as a changed condition. The county does not have a water supply; Therefore, the contractor shall secure and pay for any water needed to complete work as outlined in this contract.

7.2.2. Television Inspection - The Contractor shall inspect the interior of the pipeline prior to lining by closed circuit television and determine the pre-lining condition of the pipe. Videotape and a suitable Log of inspection shall be made available and given to the County.

8. INSTALLATION

- 8.1.** The method of installation of the RICIPP shall be in accordance with design criteria supplied by the manufacturer and approved by the County Engineer or designee.
- 8.2.** The finished RICIPP shall be continuous over the entire length of the repair and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pin holes and delaminating.
- 8.3.** The Contractor, when required, shall provide for the flow of storm water around or through the section or sections of pipe designated for RICIPP rehabilitation. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make a bypass. The primary pump, standby pump and the piping shall be of adequate capacity and size to handle the maximum flow experienced in the line. The Contractor shall be responsible for continuity of the storm water system during the execution of the work of this contract. In the event that storm water backup occurs, the Contractor shall be responsible for cleanup, repair, and property damage costs and claims.
- 8.4.** Resin Impregnation - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube assuring no resin loss through cracks and irregularities in the original pipe wall with viscosity control. A vacuum impregnation process shall be used. A roller system shall be used to uniformly distribute the resin throughout the tube.
- 8.5.** Thermocouples shall be placed between the RICIPP tube and the existing pipe wall at the inversion and discharge locations to monitor the liner temperature. Readings shall be entered on logs that are submitted to the County at the end of each lining.
- 8.6.** Reforming - After insertion is completed, the Contractor shall supply a suitable

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heat source. The equipment shall be capable of delivering hot fluids throughout the section to uniformly raise the temperature of the liner mass to the temperature required to cure the liner. The heat source shall be fitted with monitors to gauge the temperature and pressure of the fluid injected.

- 8.7. Cool down may be accomplished by the introduction of cool water and air or other approved method.
- 8.8. During the warranty period, any defects that will affect the integrity or strength of the liner shall be repaired at the Contractor's expense in a manner mutually agreed by the County and the Contractor.
- 8.9. The discharge of water from the installation of Liner must not be allowed into any surface area waters.

9. SEALING RICIPP AT MANHOLES

- 9.1. Leakage testing of the pipe shall be accomplished during the cure while under positive head.
- 9.2. If the RICIPP fails to make a leak tight seal, the Contractor shall apply a sealing material at that point. The seal shall be of a resin mixture compatible with the RICIPP.
- 9.3. There shall be no visible leaks in the completed system. During the warranty period, any defects that will affect the integrity or strength of the RICIPP or any visible leaks shall be repaired at the Contractor's expense.

10. INSPECTION

- 10.1. The Contractor shall inspect all piping to assure that the RICIPP is free from defects in materials and workmanship.
- 10.2. Video shall be provided to the County showing the completed work in the format of USB flash drive or DVD. The video shall include the pre-installation footage, the tube inversion/installation footage (when required) and the post-installation footage. NO INVOICE WILL BE INITIATED FOR PAYMENT WITHOUT ACCOMPANYING VIDEO FOOTAGE.
- 10.3. RICIPP samples shall meet or exceed the specified structural properties of:

PROPERTY RESULTS	TESTMETHO O	MINIMUM TEST RESULT
Modulus of Elasticity	ASTM 0-790	250,000 psi
Flexural Strength	ASTM 0-790	4,500 psi

- 10.4. Visual inspection of the CIPP shall be in accordance with ASTM F-1216, section 8.6.
- 10.5. At least one (1) Miscibility Test will be performed on-site for each five installations.

Page 7 of 8

EXHIBIT A – SCOPE OF SERVICES

22-535

STORMWATER PIPE LINING AND RELATED SERVICES

- 10.6. No payment will be made for rejected liner tubes or for liner tubes not meeting this specification requirements including testing.

11. DISPOSAL OF DEBRIS

- 11.1. Under no circumstances shall debris, sediment, untreated storm water be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.
- 11.2. The Contractor shall remove all solids or semi-solids resulting from the operations from the site. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.
- 11.3. Disposal shall be at a suitable site selected by the Contractor and approved by the County.

12. PRICING – PROJECT COMPLETION

- 12.1. All pricing must include pre- and post-video inspection of storm water lines and all cleaning necessary to be done before inspection and installation of the RICIPP liner. Prices also to include any or all de-watering and plugging and pumping that might become necessary in the performance of job.
- 12.2. Installation of RICIPP must be done in a timely manner. Work must be initiated, executed, and completed in no more than 90 days after issuance of Notice to Proceed to the Contractor, unless extended by the County.

13. CHEMICAL THICKENED SYSTEM MISCIBILITY GUIDELINES

The purpose is to define properties that the resin / resin-impregnated flexible tube must have to perform effectively and consistently in all field conditions.

All resin/resin-impregnated flexible tube materials used must have the following properties:

- 13.1. Must react/ perform in the presence of water.
- 13.2. Must withstand submergence in water without degradation (pre-cure and post-cure).
- 13.3. Must prevent the passage of water through the storm pipe joint (infiltration).
- 13.4. Must stay at a constant viscosity during reaction period.
- 13.5. Must stay in the confines of the host pipe being rehabilitated.
- 13.6. Must not produce slugs that require excavation.
- 13.7. Residual must not impede on downstream lines or water tables.

[The remainder of this page intentionally left blank]

Exhibit B: Submittal Form**ATTACHMENT 1 – SUBMITTAL FORM****22-535**

The undersigned hereby declares that: Advanced Pace Technology, LLC d/b/a Advanced Plumbing Technology has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **STORMWATER PIPE LINING AND RELATED SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor must submit an accurate invoice to the County's using department's email: sduggs@lakecountyfl.gov. The date of the invoice must be after delivery but no more than 30 calendar days after delivery. Invoices must reference the: purchase or task order; delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project;

Page 1 of 3

AGREEMENT FOR STORMWATER PIPE LINING SERVICES, RFP # 22-535A**ATTACHMENT 1 – SUBMITTAL FORM****22-535**

and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. N/A

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Not Applicable and enter effective date N/A to date N/A

8.0 FEDERAL FUNDING REQUIREMENT: N/A**9.0 RECIPROCAL VENDOR PREFERENCE:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

- A. Primary business location of the responding Vendor: Clermont, FL
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: YES If "yes" is checked, provide supporting detail: Office Address: 638 E. Hwy 50, Suite 4, Clermont, FL 34711

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology
 Street Address: 638 E. Hwy 50, Suite 4
 City: Clermont State and ZIP Code: Florida 34711
 Mailing Address (if different): N/A
 Telephone: 352-534-1504 Fax: 352-988-6229
 Federal Identification Number / TIN: 81-2375756
 DUNS Number: 081268384

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized

Page 2 of 3

AGREEMENT FOR STORMWATER PIPE LINING SERVICES, RFP # 22-535A

ATTACHMENT 1 – SUBMITTAL FORM**22-535**

representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Chris Parker*

Date: 4/26/2022

Print Name: Chris Parker

Title: Vice President of Municipal Division

Primary E-mail Address: bid@chooscapt.com

Secondary E-mail Address: emily@chooscapt.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.



[The remainder of this page is intentionally blank]

Page 3 of 3

AGREEMENT FOR STORMWATER PIPE LINING SERVICES, RFP # 22-535A

Exhibit C Pricing Sheet

ATTACHMENT 2 - PRICING SHEET

22-535

Stormwater Pipe Lining and Related Services

Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

SAVE AND SUBMIT AS AN EXCEL FILE

The Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide pipe repair. Services will be performed in accordance with the specifications listed. Prices must be quoted per estimated hours. Actual hours are unknown and are estimated for evaluation purposes only.

Alterations to locked cells may result in disqualification of submission.

Item #	Liner Size	Unit	Measurement	Cost 1 ft. to 10 ft.	Cost 11 ft. to 30 ft.	Cost 31 ft. to 100 ft.	Cost 101 ft. to 200 ft.
1	8 in. x 6mm pipe	1	LF	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
2	8 in. x 7.5mm pipe	1	LF	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
3	8 in. x 9mm pipe	1	LF	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
4	10 in. x 6mm pipe	1	LF	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
5	10 in. x 7.5mm pipe	1	LF	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
6	10 in. x 9mm pipe	1	LF	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
7	12 in. x 6mm pipe	1	LF	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
8	12 in. x 7.5mm pipe	1	LF	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
9	12 in. x 9mm pipe	1	LF	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
10	15 in. x 6mm pipe	1	LF	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
11	15 in. x 7.5mm pipe	1	LF	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
12	15 in. x 9mm pipe	1	LF	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
13	18 in. x 6mm pipe	1	LF	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
14	18 in. x 7.5mm pipe	1	LF	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
15	18 in. x 9mm pipe	1	LF	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
16	21 in. x 7.5mm pipe	1	LF	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00
17	21 in. x 9mm pipe	1	LF	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00
18	21 in. x 10.5mm pipe	1	LF	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00
19	21 in. x 12mm pipe	1	LF	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00
20	21 in. x 13.5mm pipe	1	LF	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00
21	21 in. x 15mm pipe	1	LF	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00
22	24 in. x 7.5mm pipe	1	LF	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
23	24 in. x 9mm pipe	1	LF	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
24	24 in. x 10.5mm pipe	1	LF	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
25	24 in. x 12mm pipe	1	LF	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
26	24 in. x 13.5mm pipe	1	LF	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00

AGREEMENT FOR STORMWATER PIPE LINING SERVICES, RFP # 22-535A

ATTACHMENT 2 - PRICING SHEET

22-535

Stormwater Pipe Lining and Related Services

27	24 in. x 15mm pipe	1	LF	S	120.00	S	120.00	S	120.00	S	120.00
28	30 in. x 9mm pipe	1	LF	S	165.00	S	165.00	S	165.00	S	165.00
29	30 in. x 10.5mm pipe	1	LF	S	165.00	S	165.00	S	165.00	S	165.00
30	30 in. x 12mm pipe	1	LF	S	165.00	S	165.00	S	165.00	S	165.00
31	30 in. x 13.5mm pipe	1	LF	S	165.00	S	165.00	S	165.00	S	165.00
32	30 in. x 15mm pipe	1	LF	S	165.00	S	165.00	S	165.00	S	165.00
33	30 in. x 16.5mm pipe	1	LF	S	165.00	S	165.00	S	165.00	S	165.00
34	36 in. x 10.5mm pipe	1	LF	S	210.00	S	210.00	S	210.00	S	210.00
35	36 in. x 12mm pipe	1	LF	S	210.00	S	210.00	S	210.00	S	210.00
36	36 in. x 13.5mm pipe	1	LF	S	210.00	S	210.00	S	210.00	S	210.00
37	36 in. x 15mm pipe	1	LF	S	210.00	S	210.00	S	210.00	S	210.00
38	36 in. x 16.5mm pipe	1	LF	S	210.00	S	210.00	S	210.00	S	210.00
39	36 in. x 18mm pipe	1	LF	S	210.00	S	210.00	S	210.00	S	210.00
40	42 in. x 10.5mm pipe	1	LF	S	275.00	S	275.00	S	275.00	S	275.00
41	42 in. x 12mm pipe	1	LF	S	275.00	S	275.00	S	275.00	S	275.00
42	42 in. x 13.5mm pipe	1	LF	S	275.00	S	275.00	S	275.00	S	275.00
43	42 in. x 15mm pipe	1	LF	S	275.00	S	275.00	S	275.00	S	275.00
44	42 in. x 16.5mm pipe	1	LF	S	275.00	S	275.00	S	275.00	S	275.00
45	42 in. x 18mm pipe	1	LF	S	275.00	S	275.00	S	275.00	S	275.00
46	48 in. x 12mm pipe	1	LF	S	345.00	S	345.00	S	345.00	S	345.00
47	48 in. x 13.5mm pipe	1	LF	S	345.00	S	345.00	S	345.00	S	345.00
48	48 in. x 15mm pipe	1	LF	S	345.00	S	345.00	S	345.00	S	345.00
49	48 in. x 16.5mm pipe	1	LF	S	345.00	S	345.00	S	345.00	S	345.00
50	48 in. x 18mm pipe	1	LF	S	345.00	S	345.00	S	345.00	S	345.00
51	48 in. x 19.5mm pipe	1	LF	S	345.00	S	345.00	S	345.00	S	345.00
52	48 in. x 21mm pipe	1	LF	S	345.00	S	345.00	S	345.00	S	345.00
53	48 in. x 22.5mm pipe	1	LF	S	345.00	S	345.00	S	345.00	S	345.00
54	48 in. x 24mm pipe	1	LF	S	345.00	S	345.00	S	345.00	S	345.00
55	54 in. x 12mm pipe	1	LF	S	675.00	S	675.00	S	675.00	S	675.00
56	54 in. x 13.5mm pipe	1	LF	S	675.00	S	675.00	S	675.00	S	675.00
57	54 in. x 15mm pipe	1	LF	S	675.00	S	675.00	S	675.00	S	675.00
58	54 in. x 16.5mm pipe	1	LF	S	675.00	S	675.00	S	675.00	S	675.00
59	54 in. x 18mm pipe	1	LF	S	675.00	S	675.00	S	675.00	S	675.00
60	54 in. x 19.5mm pipe	1	LF	S	675.00	S	675.00	S	675.00	S	675.00
61	54 in. x 21mm pipe	1	LF	S	675.00	S	675.00	S	675.00	S	675.00
62	54 in. x 22.5mm pipe	1	LF	S	675.00	S	675.00	S	675.00	S	675.00

AGREEMENT FOR STORMWATER PIPE LINING SERVICES, RFP # 22-535A

ATTACHMENT 2 - PRICING SHEET

22-535

Stormwater Pipe Lining and Related Services

63	54 in. x 24mm pipe	1	LF	\$	675.00	\$	675.00	\$	675.00	\$	675.00
64	60 in. x 12mm pipe	1	LF	\$	820.00	\$	820.00	\$	820.00	\$	820.00
65	60 in. x 13.5mm pipe	1	LF	\$	820.00	\$	820.00	\$	820.00	\$	820.00
66	60 in. x 15mm pipe	1	LF	\$	820.00	\$	820.00	\$	820.00	\$	820.00
67	60 in. x 16.5mm pipe	1	LF	\$	820.00	\$	820.00	\$	820.00	\$	820.00
68	60 in. x 18mm pipe	1	LF	\$	820.00	\$	820.00	\$	820.00	\$	820.00
69	60 in. x 19.5mm pipe	1	LF	\$	820.00	\$	820.00	\$	820.00	\$	820.00
70	60 in. x 21mm pipe	1	LF	\$	820.00	\$	820.00	\$	820.00	\$	820.00
71	60 in. x 22.5mm pipe	1	LF	\$	820.00	\$	820.00	\$	820.00	\$	820.00
72	60 in. x 24mm pipe	1	LF	\$	820.00	\$	820.00	\$	820.00	\$	820.00
73	72 in. x 12mm pipe	1	LF	\$	1,050.00	\$	1,050.00	\$	1,050.00	\$	1,050.00
74	72 in. x 13.5mm pipe	1	LF	\$	1,050.00	\$	1,050.00	\$	1,050.00	\$	1,050.00
75	72 in. x 15mm pipe	1	LF	\$	1,050.00	\$	1,050.00	\$	1,050.00	\$	1,050.00
76	72 in. x 16.5mm pipe	1	LF	\$	1,050.00	\$	1,050.00	\$	1,050.00	\$	1,050.00
77	72 in. x 18mm pipe	1	LF	\$	1,050.00	\$	1,050.00	\$	1,050.00	\$	1,050.00
78	72 in. x 19.5mm pipe	1	LF	\$	1,050.00	\$	1,050.00	\$	1,050.00	\$	1,050.00
79	72 in. x 21mm pipe	1	LF	\$	1,050.00	\$	1,050.00	\$	1,050.00	\$	1,050.00
80	72 in. x 22.5mm pipe	1	LF	\$	1,050.00	\$	1,050.00	\$	1,050.00	\$	1,050.00
81	72 in. x 24mm pipe	1	LF	\$	1,050.00	\$	1,050.00	\$	1,050.00	\$	1,050.00
82	84 in. x 12mm pipe	1	LF	\$	1,750.00	\$	1,750.00	\$	1,750.00	\$	1,750.00
83	84 in. x 13.5mm pipe	1	LF	\$	1,750.00	\$	1,750.00	\$	1,750.00	\$	1,750.00
84	84 in. x 15mm pipe	1	LF	\$	1,750.00	\$	1,750.00	\$	1,750.00	\$	1,750.00
85	84 in. x 16.5mm pipe	1	LF	\$	1,750.00	\$	1,750.00	\$	1,750.00	\$	1,750.00
86	84 in. x 18mm pipe	1	LF	\$	1,750.00	\$	1,750.00	\$	1,750.00	\$	1,750.00
87	84 in. x 19.5mm pipe	1	LF	\$	1,750.00	\$	1,750.00	\$	1,750.00	\$	1,750.00
88	84 in. x 21mm pipe	1	LF	\$	1,750.00	\$	1,750.00	\$	1,750.00	\$	1,750.00
89	84 in. x 22.5mm pipe	1	LF	\$	1,750.00	\$	1,750.00	\$	1,750.00	\$	1,750.00
90	84 in. x 24mm pipe	1	LF	\$	1,750.00	\$	1,750.00	\$	1,750.00	\$	1,750.00

NOTE: Projects will be issued based on cumulative length of repair(s), per pipe.

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

ATTACHMENT 2 - PRICING SHEET

22-535

Stormwater Pipe Lining and Related Services

This is an indefinite quantity contract with no guarantee use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 7, 2022 **Agenda Item No.**

Agenda Title: Resolution Canceling the December 21, 2022 Regular Commission Meeting.

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

Approved by Town Manager *[Signature]* **Date:** 11/18/22

Vivian Mendez, MMC, Town Clerk
Name/Title

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

Summary Explanation/Background:

At the November 16, 2022 Town Manager D'Agostino recommended that the Town Commission meeting of December 21, 2022 be canceled because they was only one item on that agenda.

The purpose of this Resolution is to formally cancel the December 21, 2022 Regular Commission Meeting.

Recommended Motion: I move to approve Resolution 85 -12-22

RESOLUTION 85-12-22**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK, FLORIDA
CANCELLING THE SECOND REGULAR
SCHEDULED MEETING FOR THE MONTH OF
DECEMBER 2022; AND PROVIDING AN
EFFECTIVE DATE.**

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

WHEREAS, Section 2-51(6) of the Lake Park Code of Ordinances requires a resolution to cancel or reschedule a regular meeting; and

WHEREAS, the Town Manager has recommended to the Town Commission the cancellation for the December 21, 2022; and

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

Section 1. The foregoing whereas clauses are hereby ratified and confirmed as being true and correct and are incorporated herein.

Section 2. The regular scheduled meetings for December 21, 2022 is hereby cancelled.

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



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 7, 2022

Originating Department: Finance Department

Agenda Title: Fiscal Year 2021/2022 Final Budget Adjustments

Approved by Town Manager: Bambi McKibbin-Turner **Date:** 12-02-22

Cost of Item: N/A **Funding Source:** N/A

Account Number: Various **Finance Signature:** Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall
DN: cn=Jeffrey P. Duvall, o=, email=jduvall@lakeparkflorida.gov, c=US
Date: 2022.12.02 16:20:12 -0500

Advertised:

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

Attachments: Resolution

Attachment A – Amended Budget Adjustments

Please initial one:

_____ Yes I have notified everyone

_____ X Not applicable in this case

Summary Explanation/Background:

Fiscal Year End 2021/2022 is being amended to include additional revenue and expenditures. The adjustments are attached. The General Fund has a total budget increase of \$4,847,995 to Revenue and Expenditures. The Marina Fund has a total budget increase of \$2,261,409 to Revenue and Expenditures. The Insurance Fund has a total budget increase of \$42,650 to Revenue and Expenditures. The CRA Fund has a total budget increase of \$ 90,027 to Revenue and Expenditures.

This fiscal year resolution creates the budget adjustments needed.

Recommended Motion:

I move to adopt Resolution 87-12-22.

The staff recommends adjusting the following revenue/expenditure items:

RESOLUTION NO. 87-12-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2021-2022 AS PREVIOUSLY ADOPTED BY RESOLUTION NO. 58-09-21; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2021 and ending September 30, 2022; and

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

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 57-09-21 a final millage rate for the Fiscal Year 2021-2022; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2021-2022, which was adopted by Resolution No. 58-09-21.

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

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

Section 2. An amended budget of the Town of Lake Park General Fund is hereby approved and adopted as set forth in the attached Attachments "A". An amended budget of the Town of Lake Park Marina Fund is hereby approved and adopted as set forth in the attached Attachment "A". An amended budget for the Town of Lake Park Insurance Fund is hereby approved and adopted as set forth in Attachment "A". An amended budget for the Town of Lake Park CRA Fund is hereby approved and adopted as set forth in Attachment "A".

Section 3. The Annual Budget establishes limitations on expenditures by fund and by department within funds, and the total appropriation of each fund may not be increased or decreased without specific authorization by a duly enacted resolution effecting such amendment or transfer. However, specific activity and department amounts may be exceeded upon authorization of the Town Manager so long as excesses exist in other activities within said fund budget. Notwithstanding the forgoing, the Town Commission shall approve by resolution the transfer of all appropriations in excess of \$10,000 and all transfers from the Town's Unassigned Fund Balance Account or the Town's Contingency Account.

Section 4. If any section, subsection, sentence, clause, phase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This resolution shall take effect immediately upon adoption.

Town of Lake Park
Fiscal Year 21/22 Final Budget Adjustment

General Fund

G/L_Acct_Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
001-311.100	Ad Valorem Taxes	55,000			
001-314.100	Utility Tax - Electric		(60,000)		
001-314.300	Utility Tax - Water	49,000			
001-322.100	Building Permits w/Min. Surch	12,000			
001-322.101	Building Permits-250K-1M	2,407,790			
001-322.110	Building Permits Other	137,000			
001-322.111	Administrative Fees-Bldg Perm	11,000			
001-323.100	Franchise Fees - Electric		(17,000)		
001-323.700	Franchise Fees - Solid Waste	25,000			
001-331.100	American Rescue Plan Funds	1,730,000			
001-331.550	Covid Relief	53,000			
001-335.120	State Revenue Sharing	70,000			
001-335.180	Half Cent Sales Tax	180,000			
001-337.324	CDBG Grant 2018/2019		(60,000)		
001-341.500	Tax Search	15,000			
001-354.100	Fines - Code Violations		(40,000)		
001-354.210	Code Violations - CIB Fund	10,000			
001-361.100	Interest Earnings	20,000			
001-361.130	Interest on Assessments	30,000			
001-362.121	RENT - CELL TOWER	18,000			
001-369.100	Miscellaneous Revenue	26,000			
001-381.130	Transfer from CRA Fund - ILA	60,000			
001-381.404	Transfer from Sanitation	31,000			
001-382.401	Indirect Cost Allocation	47,709			
001-382.402	Indirect Cost Allocation	52,817			
001-382.404	Indirect Cost Allocation		(15,321)		
001-51-511-100-34000	Contractual Services			5,000	
001-51-511-100-40000	Travel & Training			2,000	
001-51-512-104-12000	Regular Salaries			15,000	
001-51-512-104-31000	Professional Services			32,000	
001-51-512-104-51000	Office Supplies			1,000	
001-51-512-104-54200	Memberships, Dues, & Subscrip			9,000	
001-51-512-105-11000	Executive Salaries			15,000	
001-51-512-105-12000	Regular Salaries			6,000	
001-51-512-105-34000	Contractual Services			6,000	
001-51-512-105-48100	Advertising			14,000	
001-51-512-106-11000	Executive Salaries			30,000	
001-51-512-106-12000	Regular Salaries			5,000	
001-51-512-106-14000	Overtime Salaries			2,000	
001-51-512-106-21000	FICA			1,725	
001-51-512-106-22000	Retirement			2,000	
001-51-512-106-22100	Town Retirement Matching			2,000	
001-51-512-106-23100	Health Insurance			3,500	
001-51-512-106-33000	Accounting, Audit & Elections				(15,000)
001-51-512-106-48100	Advertising			10,000	

General Fund

G/L_Acct_Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
001-51-514-108-31100	Professional Svc - Town Attor			53,000	
001-51-514-108-31101	Professional Svc - Other Lega			3,000	
001-51-512-109-11000	Executive Salaries			18,000	
001-51-512-109-23100	Health Insurance				(8,000)
001-51-512-109-48000	Promotional Activity			14,000	
001-51-512-110-11000	Executive Salaries			40,000	
001-51-513-150-11000	Executive Salaries			16,000	
001-51-513-150-15000	Special Pay			4,000	
001-51-513-150-22000	Retirement			4,000	
001-51-513-150-23100	Health Insurance				(10,000)
001-52-521-200-34010	Contract PBC Sheriff				(1,600,000)
001-52-521-200-43500	SHOT SPOTTER-GUNSHOT DETECTIO			9,500	
001-52-521-200-52700	American Rescue Plan Expense			1,600,000	
001-52-525-250-34050	Other Contract Services - Deb			9,000	
001-53-530-400-11000	Executive Salaries			5,000	
001-53-530-400-13000	OTHER & PART-TIME SALARIES			47,000	
001-53-530-400-22000	Retirement			4,000	
001-53-530-400-22100	Town Retirement Matching			4,000	
001-53-530-400-52000	Operating Supplies			4,500	
001-54-597-408-12000	Regular Salaries			6,000	
001-54-597-408-34000	Contractual Services			18,000	
001-54-597-408-43000	Utilities			12,000	
001-54-597-408-52000	Operating Supplies			8,000	
001-59-591-410-12000	Regular Salaries			10,000	
001-59-591-410-14000	Overtime Salaries			4,000	
001-59-591-410-22000	Retirement			1,000	
001-59-591-410-24000	Worker's Compensation Insuran			1,000	
001-59-591-410-44200	Equipment Leases			1,500	
001-59-591-410-46000	Repair & Maintenance			4,000	
001-59-591-410-52000	Operating Supplies			4,000	
001-59-591-410-52100	Gasoline & Diesel Fuel			1,000	
001-52-524-500-11000	Executive Salaries			25,000	
001-52-524-500-21000	FICA				(5,000)
001-52-524-500-34000	Contractual Services			1,600,000	
001-52-524-500-34300	Contractual Svc-Code Violatio				(5,000)
001-52-524-500-34910	Legal Advertising			5,000	
001-57-572-600-11000	Executive Salaries			45,000	
001-57-572-600-43000	Utilities			18,000	
001-57-572-600-48046	Sunset Celebration				(10,000)
001-57-572-600-57235	Sponsored Event Expense			11,500	

General Fund

G/L_Acct_Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
001-57-571-700-11000	Executive Salaries			32,000	
001-57-571-700-34000	Contractual Services				(15,000)
001-57-571-700-52000	Operating Supplies			7,000	
001-57-571-700-54200	Memberships, Dues, & Subscrip			5,500	
001-57-571-700-56000	Library Materials			7,000	
001-51-589-900-12600	Wage Adjustment 1				
001-51-589-900-45000	Insurance			34,000	
001-51-589-900-52700	American Rescue Plan Expense			160,000	
001-51-589-900-71030	Principal - CRA Projects 2009			99,270	
001-51-589-900-91401	Transfer to Marina			2,400,000	
Total For General Fund		5,040,316	(192,321)	6,515,995	(1,668,000)

Community Redevelopment Agency

G/L_Acct_Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
110-311.115	Ad Valorem Taxes - County		(3,000)		
110-369.100	Miscellaneous Income	400,000			
110-399.999	Balance Brought Forward		(306,973)		
110-55-552-520-31000	Professional Services			26,125	
110-55-552-520-34000	Contractual Services			76,990	
110-55-552-520-43000	Utilities			4,500	
110-55-552-520-52000	Operating Expenses			11,000	
110-55-552-520-63050	Improvements - Sidewalks				(79,341)
110-55-552-520-99110	Indirect Cost Allocation			50,753	
Total For CRA		400,000	(309,973)	169,368	(79,341)

Insurance Fund

G/L_Acct_Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
150-341.001	Contributed Revenue - General	38,000			
150-341.110	Contribution from CRA		(10,000)		
150-341.190	Contributed Revenue - Strts &	350			
150-341.401	Contributed Revenue - Marina	10,500			
150-341.402	Contributed Revenue-Stormwate	600			
150-341.404	Contributed Revenue - Sanitat	27,500			
150-369.400	Transfer from Fund Balance		(24,300)		
150-51-589-900-24000	Workers Compensation Ins			5,200	
150-51-589-900-45000	Insurance Expense - Prop/Liab			4,600	
150-51-589-900-45500	Ins Exp-Marina Operator Liabi			1,450	
150-51-589-900-49500	Insurance Claim Deductibles			31,400	
Total For Insurance Fund		76,950	(34,300)	42,650	0

Marina Fund

G/L_Acct_Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
401-331.100	American Rescue Plan Funds		(134,285)		
401-347.500	Facilities Rental	7,000			
401-347.512	Wet Slips	95,000			
401-347.612	Parking Fees - Overnight	18,000			
401-347.616	Utility Charges	19,000			
401-369.200	Gasoline Sales	90,000			
401-369.201	Diesel	70,000			
401-381.001	Transfer from General Fund	2,400,000			
401-399.999	Balance Brought Forward		-303,306		
401-57-579-800-12000	Regular Salaries				(20,000)
401-57-579-800-14000	Overtime Salaries			8,000	
401-57-579-800-22000	Retirement			7,000	
401-57-579-800-22100	Town Retirement Matching				(4,000)
401-57-579-800-23100	Health Insurance				(4,000)
401-57-579-800-31000	Professional Services				(8,000)
401-57-579-800-34000	Contractual Services				(14,000)
401-57-579-800-43000	Utilities			21,000	
401-57-579-800-43250	Garbage & Trash				(5,000)
401-57-579-800-46000	Repair & Maintenance				(30,000)
401-57-579-800-49600	Bank Charges / Admin Fees			33,000	
401-57-579-800-52110	Gasoline			56,000	
401-57-579-800-52120	Diesel Fuel			46,000	
401-57-579-800-52700	American Rescue Plan Expense				(272,300)
401-57-579-800-61510	Grant-PBC Property Acq.-115 F			2,400,000	
401-57-579-800-99401	Indirect Cost Allocation			47,709	
Total For Marina Fund		2,699,000	(437,591)	2,618,709	(357,300)

Summary Explanation/Background:

The Town Commission will consider on first reading an ordinance amending the Town's existing regulations for home occupations, to bring Town regulations into conformance with Florida statutes that were approved by the legislature in 2021. The proposed changes are detailed in the attached staff report.

The Planning and Zoning Board held a Public Hearing on November 7 and voted unanimously to recommend approval of the ordinance to the Town Commission.

Recommended Motion:

I MOVE TO APPROVE THE ORDINANCE ON FIRST READING.

**TOWN OF LAKE PARK
TOWN COMMISSION
Public Hearing
Meeting Date: December 7, 2022**



STAFF REPORT

Ordinance

Background

In 2021 the Florida Legislature adopted legislation affecting a local government's ability to regulate home occupations. This is codified as FS section "559.955 Home-based businesses; local government restrictions". (See **Attachment A** for statute)

In summary, State law now prohibits local governments from regulating or restricting home-based businesses any different from other businesses in the local government's jurisdiction, except as provided in the legislation. The legislation does include certain performance standards for neighborhood compatibility.

Review of new ordinances adopted to address the legislation indicates that many communities are basically replacing their current language with that from the state statute itself. This includes West Palm Beach and Palm Beach Gardens. North Palm Beach has not yet amended its code.

The Town's ordinance, as proposed, would also basically utilize the state language, with minor additions to reflect Town ordinances. The current code section (Attachment C) would be repealed and replaced with the new text shown in **Attachment B**.

The ordinance also contains amendments to two zoning districts to replace the term "home occupation" with "home-based business" for consistency with state statute.

Analysis

Major Differences between current code and proposed language

The major differences between the Town's existing regulations and those mandated by the state are listed below.

Regulation Subject	Town's Current Code	Proposed Code (per State Statute)
Uses	No retail sales, specific uses listed as prohibited	No prohibition on uses. However residential character must be maintained.
Restriction on Employees	Must reside in home	Resident + up to two non-residents
Maximum area of residence to be used	10 %	No set limitation. However must be secondary to the residential use

Signage	None, unless required by state licensing law and maximum of 24 square inches	Per local code - Therefore, Town current restriction will carry forward.
	See attachment C for current Code	See attachment B for proposed code

Protections for the Neighborhood

While the State clearly opened the door to a number of new types of home businesses, the legislation did include some safeguards for residential neighborhoods. This statutory language is shown below in *blue italics*.

1. Residential Appearance

The following section of the statute can be broadly construed to protect residential neighborhood appearance, by requiring the following:

“As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property. External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood.”

“The home-based business may not conduct retail transactions at a structure other than the residential dwelling”

This statutory language, included in the Town’s proposed ordinance will serve as a major safeguard, insuring the continuing appearance of a residential neighborhood. In addition to retail transactions, the Town has added service transactions as well.

2. Parking

The Town’s ability to control the type of uses that are allowed depends to a large degree on parking. The legislation states, “... *the need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted.*”

Existing Town ordinances relating to parking in driveways and requiring hard surfaces for parking will serve to prohibit customers from parking on the grass. However, unless prohibited by Town Code or quantified, on-street parking would be enforced by making a determination that the volume of vehicles was exceeding what “*would normally be expected at a similar residence where no business is conducted.*”

3. Trucks

The legislation states

“Local governments may regulate the use of vehicles or trailers operated or parked at the business or on a street right-of-way, provided that such regulations are not more stringent than those for a residence where no business is conducted. Local governments may regulate the parking or storage of heavy equipment at the business which is visible from the street or neighboring property. For purposes of this paragraph, the term heavy equipment means commercial, industrial, or agricultural vehicles, equipment, or machinery.”

Therefore the Town will continue to enforce “Section 30-35 - Parking of commercial vehicles in residential districts” which dictates that:

“Commercial vehicles in residential districts— Parking conditions. Commercial vehicles, with the exception of one taxicab, or high-capacity passenger van or work van, or standard vehicle with equipment or commercial signage as defined herein, shall not be parked, stored or left on any street, right-of-way, swale or alley or on any private property in any residential districts, except that commercial vehicles may be parked or stored in an enclosed garage on private property in a residence district when completely screened from public view.”

4. Nuisances such as noise, odors etc.

The legislation allows the enforcement of local regulations in regards to noise, odors, etc. Sections 78-151 (C) 4. and 5. of the proposed code address this. (See attachment B.

Overall Impact on Town Neighborhoods

The above four sections in the statute provide the main tools to limit or prohibit certain uses that are not compatible with a residential neighborhood, and these have been included in the Town’s proposed ordinance.

With the limitation on parking many of the uses that the Town currently prohibits would continue to be prohibited based on the parking volume they generate. Included for example would be uses such as restaurants and grocery stores, and high volume retail.

Certain uses that are currently prohibited such as hair salons and barber shops could occur, with limited customers or appointment only. Retail uses such as a bakery or pick up orders deli might also occur.

The requirement that business must be within the residence will eliminate uses that would negatively impact a neighborhood.

The legislation does not supersede any current condominium declaration or any future declaration of condominium adopted pursuant to chapter 718.

While it is not anticipated that there will be a large volume of requests for the new types of uses that will be allowable, the possibility that some businesses will not adhere to all the regulations exists and may require greater vigilance for code enforcement.

While an impingement on home rule, the Town has no option but to comply with the State Statute. The proposed ordinance will accomplish that.

The Town currently requires home businesses to have a business tax receipt from the Town, and this will continue.

Legal Notice

Legal Notice was provided via a display ad in the Palm Beach Post, which ran October 28, in accordance with state statute and the Town code for ordinances that change permitted uses in zoning districts.

Planning and Zoning Board Recommendation

The Planning and Zoning Board held a Public Hearing on November 7 and voted unanimously to recommend approval of the ordinance to the Town Commission.

RECOMMENDED MOTION:

I RECOMMEND APPROVAL OF THE ORDINANCE ON FIRST READING.

Attachments:

- a. State Statute
- b. Proposed Amendments
- c.. Current Town Regulations

Attachment A - State Statute on Home-based Businesses

559.955 Home-based businesses; local government restrictions.—

(1) Local governments may not enact or enforce any ordinance, regulation, or policy or take any action to license or otherwise regulate a home-based business in violation of this section.

(2) A home-based business that operates from a residential property as provided in subsection (3):

(a) May operate in an area zoned for residential use.

(b) May not be prohibited, restricted, regulated, or licensed in a manner that is different from other businesses in a local government's jurisdiction, except as otherwise provided in this section.

(c) Is only subject to applicable business taxes under chapter 205 in the county and municipality in which the home-based business is located.

(3) For purposes of this section, a business is considered a home-based business if it operates, in whole or in part, from a residential property and meets the following criteria:

(a) The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.

(b) Parking related to the business activities of the home-based business complies with local zoning requirements and the need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. Local governments may regulate the use of vehicles or trailers operated or parked at the business or on a street right-of-way, provided that such regulations are not more stringent than those for a residence where no business is conducted. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence. Local governments may regulate the parking or storage of heavy equipment at the business which is visible from the street or neighboring property. For purposes of this paragraph, the term "heavy equipment" means commercial, industrial, or agricultural vehicles, equipment, or machinery.

(c) As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property. External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood. The home-based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property.

- (d) The activities of the home-based business are secondary to the property's use as a residential dwelling.
- (e) The business activities comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no business is conducted.
- (f) All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids. Any local regulations on a business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no business is conducted.
- (4) Any adversely affected current or prospective home-based business owner may challenge any local government action in violation of this section. The prevailing party in a challenge may recover reasonable attorney fees and costs incurred in challenging or defending the action, including reasonable appellate attorney fees and costs.
- (5) The application of this section does not supersede:
- (a) Any current or future declaration or declaration of condominium adopted pursuant to chapter 718, cooperative document adopted pursuant to chapter 719, or declaration or declaration of covenant adopted pursuant to chapter 720.
- (b) Local laws, ordinances, or regulations related to transient public lodging establishments, as defined in s. [509.013](#)(4)(a)1., that are not otherwise preempted under chapter 509.

History.—s. 1, ch. 2021-202.

Attachment B -Proposed Amendments to Town Code section 78-51

Sec. 78-151. – Home- based business

(a) Definition/ Intent

Home-based businesses are businesses that operate in whole or in part from an improved residential property. It is the intent of this section to provide minimum standards for home-based businesses in order to ensure compatibility with surrounding land uses and consistency with Section 559.955, Florida Statutes.

(b) Applicability

Home-based businesses shall be conducted in accordance with these standards. Community Residential Homes and Family Day Care Homes as defined by Florida Statutes shall be permitted in residential zoning districts in accordance with applicable statutes and are not subject to the requirements of this section.

(c) STANDARDS FOR HOME-BASED BUSINESSES

1. Employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.
2. The activities of the home-based business shall be secondary to the property's use as a residential dwelling. The home-based business may not conduct retail or service transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property in accordance with this section.
3. As viewed from the street, the use of the residential property shall be consistent with the uses of the residential areas that surround the property and there shall be no external evidence of activities of a home based business.

External modifications made to a residential dwelling to accommodate a home-based business shall conform with the residential character and architectural aesthetics of the neighborhood.

There shall be no external advertising, external display of goods, or any other external evidence of any home-based business, except for non-illuminated signage not to exceed 24 inches of total area affixed to the front of the resident's building

4. No substances or materials shall be stored or used except as they would, in such quantity, be normal and acceptable in a residential setting. All business activities shall comply with any relevant local, state, and federal regulations with respect to the use, storage, and disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids.
5. Such occupation shall not result in any continuous, intermittent, pulsating or other noise or vibration that can be detected by a normal person off the premises. The business activities shall comply with the Town's Land Development Code and Code of Ordinances with respect to equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors.
6. Parking related to the business activities of the home-based business shall comply with the general parking requirements within the Land Development Code and the need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted.
7. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence. Commercial vehicles associated with a home based business shall only be permitted in conformance with requirements of "Section 30-35 - Parking of commercial vehicles in residential districts".
8. Town Business Tax Receipt Required: Prior to opening any home-based business, a Town Business Tax Receipt must be applied for and approved by the Community Development Department.

Attachment C - Current Code

Sec. 78-151. - Home occupations.

(a) *Definition, use limitations.* As used in this section, the term "home occupations" shall mean a business, profession, or trade conducted for gain or support entirely within a main residential building subject to the following use limitations:

- (1) No outside help shall be used for purpose of engaging in such home occupation.
- (2) No commodities except those incidental to said home occupation shall be sold or displayed on the premises.
- (3) No chemical, electrical or mechanical equipment shall be used except that which is normally used for purely domestic or household purposes.
- (4) No external evidence or sign that the dwelling is being used for the home occupation shall be allowed, except as required by state licensing law and no such sign shall exceed 24 square inches of the total area, nor shall said sign be illuminated, and said sign shall be affixed to the front of the resident's building.
- (5) The activity involved shall not noticeably detract from the outward residential character of the neighborhood.
- (6) There shall not be any type of public nuisance as a result of this minor business activity on the resident's property.
- (7) Any equipment shall be stored inside an enclosed shelter, shed or garage.
- (8) There shall be no vehicles over the size of a pickup truck or van parked at the residence.
- (9) No personal physical service shall be performed unless licensed by the state.
- (10) The area devoted to the home occupation shall not be the dominant use and in no case shall the area exceed ten percent of the total square footage of building area.
- (11) Audible evidence of the activity should not be present off the real property line before 9:00 a.m. or after 10:00 p.m.

(b) *Particular home occupations permitted:* Customary home occupations include, but are not limited to, the following list of occupations, provided, however, that each listed occupation is subject to the requirements of subsection (a) of this section:

- (1) Dressmakers, seamstresses, and tailors.
- (2) Music teachers and tutors, provided that instruction shall be limited to not more than five pupils at a time.

(3) Drama instructors, provided that instruction shall be limited to not more than five pupils at one time.

(4) Artists, sculptors, and authors or composers.

(5) Offices for architects, engineers, lawyers, real estate brokers, insurance agents, and stock brokers.

(6) Ministers, rabbis, and priests.

(7) Offices for sales representatives, when no exchange of tangible goods is made on the premises and where business is primarily conducted on telephone lines.

(8) Day care centers or babysitters caring for not more than five unrelated children.

(c) *Particular home occupations prohibited:* Permitted home occupations shall not in any event include the following:

(1) Funeral homes.

(2) Nursery schools, unless specifically permitted by the town regulations.

(3) Restaurants.

(4) Small grocery stores.

(5) Stables or kennels.

(6) Tourist homes, unless specifically permitted by the town regulations.

(7) Renting of trailers or equipment.

(8) Animal kennels or hospitals.

(9) Auto and other vehicle repair.

(10) Barbershops and beauty parlors.

(11) Services such as small appliance, radio and television repair.

(Ord. No. 14-1987, § 1, 9-16-1987; Ord. No. 26-1990, § 8, 10-31-1990; Code 1978, § 32-96)

ORDINANCE NO. 14-2022

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V OF THE TOWN OF LAKE PARK'S CODE OF ORDINANCES BY REPEALING SECTION 78-151, ENTITLED "HOME OCCUPATIONS" AND REPLACING IT WITH A NEW SECTION 78-151 ENTITLED "HOME-BASED BUSINESSES"; PROVIDING FOR THE AMENDMENT OF TABLE 78-1 CONTAINED IN CHAPTER 78, ARTICLE III, SECTION 78-70 AND SECTION 78-78 OF THE TOWN OF LAKE PARK'S CODE OF ORDINANCES TO DELETE THE TERM HOME OCCUPATIONS AND REPLACING IT WITH THE TERM HOME-BASED BUSINESSES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has adopted regulations for home occupations which have been codified in Chapter 78, Article V under Section 78-151 of the Code of Ordinances of the Town of Lake Park (the Code); and

WHEREAS, the Florida Legislature enacted amendments to Section 559.955, Florida Statutes, which became effective on July 1, 2021, preempting local government's regulation of certain areas of the statute pertaining to home-based businesses; and

WHEREAS, the Town's Planning and Zoning Board has conducted a public hearing to review the proposed amendments to the Code and has provided a recommendation to the Town Commission; and

WHEREAS, the Town Commission, after its review of the recommendations from the Planning and Zoning Board, and after due notice and public hearings finds that it is appropriate and necessary to amend Chapter 78, Article V Section 78-151 of the Code so that it is consistent with general law; and

WHEREAS the Town Commission has determined it is appropriate to repeal, in its entirety section 78-151 and to adopt a new section 78-151;

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

Section 1. The whereas clauses are hereby incorporated as the legislative findings of the Town Commission.

Section 2. Chapter 78, Article V, Section 78-151 of the Code, entitled “Home Occupations ” is hereby repealed in its entirety and shall be replaced with a new section 78-151 as set forth in **Exhibit A**, which is attached hereto and incorporated herein.

Section 3. Chapter 78, Article III, section 78-70, Table 78-1, “Additional Standards for Table 78-1, (3)” is amended as follows:

b. Live-work apartment units are permitted within the upper floors of a structure. The primary use shall remain residential and home-based businesses ~~home occupations~~ are permitted in conjunction with the residential use and pursuant to the town code provisions regulating home-based businesses ~~home occupations~~.

Section 4. Chapter 78, Article III, section 78-78, (e) Permitted uses is amended as follows:

(37) Home-based businesses ~~Home occupations~~.

Section 5. . Codification. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the Town of Lake Park. The sections of the ordinance may be re-numbered or re-lettered to accomplish such.

Section 6. Severability. If any section, paragraph, sentence, clause, phrase or word of this ordinance is for any reason held by a court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this ordinance

Section 7. Effective date. This ordinance shall take effect immediately upon execution.

Exhibit A

Sec. 78-151. – Home- based business

(a) Definition/ Intent

Home-based businesses are businesses that operate in whole or in part from an improved residential property. It is the intent of this section to provide minimum standards for home-based businesses in order to ensure compatibility with surrounding land uses and consistency with Section 559.955, Florida Statutes.

(b) Applicability

Home-based businesses shall be conducted in accordance with these standards. Community Residential Homes and Family Day Care Homes as defined by Florida Statutes shall be permitted in residential zoning districts in accordance with applicable statutes and are not subject to the requirements of this section.

(c) STANDARDS FOR HOME-BASED BUSINESSES

1. Employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.
2. The activities of the home-based business shall be secondary to the property's use as a residential dwelling. The home-based business may not conduct retail or service transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property in accordance with this section.
3. As viewed from the street, the use of the residential property shall be consistent with the uses of the residential areas that surround the property and there shall be no external evidence of activities of a home based business.

External modifications made to a residential dwelling to accommodate a home-based business shall conform with the residential character and architectural aesthetics of the neighborhood.

There shall be no external advertising, external display of goods, or any other external evidence of any home-based business, except for non-illuminated signage not to exceed 24 inches of total area affixed to the front of the resident's building if required by law.

4. No substances or materials shall be stored or used except as they would, in such quantity, be normal and acceptable in a residential setting.-All business activities shall comply with any relevant local, state, and federal regulations with respect to the use, storage, and disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids.
5. Such occupation shall not result in any continuous, intermittent, pulsating or other noise or vibration that can be detected by a normal person off the premises. The business activities shall comply with the Town's Land Development Code and Code of Ordinances with respect to equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors.
6. Parking related to the business activities of the home-based business shall comply with the general parking requirements within the Land Development Code and the need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted.
7. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence. Commercial vehicles associated with a home based business shall only be permitted in conformance with requirements of "Section 30-35 - Parking of commercial vehicles in residential districts".
8. Prior to opening any home-based business, a Town Business Tax Receipt must be applied for and approved by the Community Development Department.

TOWN OF LAKE PARK: NOTICE OF PROPOSED ZONING TEXT AMENDMENT

Please take Notice and be advised that the Town of Lake Park is proposing to amend its Code of Ordinances pertaining to **home occupations**, to allow for a greater range of uses subject to various performance standards to insure residential character is maintained. This amendments, proposed to be adopted by the ordinance below, are necessary to be consistent with State Statute 559.955 "Home-based businesses; local government restrictions".

ORDINANCE NO. _____-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V OF THE TOWN OF LAKE PARK'S CODE OF ORDINANCES BY REPEALING SECTION 78-151, ENTITLED "HOME OCCUPATIONS" AND REPLACING IT WITH A NEW SECTION 78-151 ENTITLED "HOME-BASED BUSINESSES"; PROVIDING FOR THE AMENDMENT OF TABLE 78-1 CONTAINED IN CHAPTER 78, ARTICLE III, SECTION 78-70 AND SECTION 78-78 OF THE TOWN OF LAKE PARK'S CODE OF ORDINANCES TO DELETE THE TERM HOME OCCUPATIONS AND REPLACING IT WITH THE TERM HOME-BASED BUSINESSES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

TWO PUBLIC HEARINGS WILL BE HELD AS FOLLOWS:

LAKE PARK PLANNING AND ZONING BOARD

Monday, November 7, 2022, immediately following the Historic Resources Board meeting at 6:30 pm, or as soon thereafter as the matter can be heard.

LAKE PARK TOWN COMMISSION – First Reading

Wednesday, December 7, 2022 at 6:30 pm or as soon thereafter as the matter can be heard.

All Hearings will be held in the Town Commission Chambers, located in Town Hall, 535 Park Ave., Lake Park, FL 33403

BE ADVISED: ALL DATES ARE SUBJECT TO CHANGE. Please refer to the Town website and agendas for the most up to date items being presented or call 561-881-3320.

For additional information, or to review any documents related to the proposal described herein, please call the Community Development Department at 561-881-3320, ext. 325.

If a person decides to appeal any decision made by the Planning & Zoning Board or Town Commission with respect to the hearings, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, Town Clerk

PUB Friday, October 28, 2022



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 12/07/22

Originating Department: I.T.

Agenda Title: Resolution authorizing and directing the Town Manager to execute the renewal agreement with DocuSign for electronic workflow and electronic forms.

Approved by Town Manager: Bambi McKibbon-Turner **Date:** 12-01-22

Cost of Item: \$13,691.33 **Funding Source:** _____

Account Number: 001-51-512-110-49303 **Finance Signature:** Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall
DN: cn=Jeffrey P. Duvall, o, ou,
email=jduvall@lakeparkflorida.gov, c=US
Date: 2022.12.01 17:01:22 -05'00'

Advertised: _____

Date: _____ **Newspaper:** _____

Attachments: Resolution 86-12-22

Renewal Agreement

Please initial one:

P.M. Yes I have notified everyone

Not applicable in this case

Summary Explanation/Background:

This item is seeking approval to renew the annual agreement with DocuSign. The Town Manager entered into an agreement with DocuSign in November 2021, to provide staff with the ability to sign forms electronically, using electronic workflow, in order to maximize efficiencies and productivity, and to eliminate paper forms. The amount of the initial agreement was \$26,620.00 and included implementation services and usage for the first year. This renewal covers usage of DocuSign for 12/1/2022 – 11/30/2023.

The Town Manager takes full responsibility for not seeking authorization to sign the agreement through

resolution. Funding for DocuSign was appropriated, but approval to sign was not initiated as required. The agenda request form serves to correct this oversight.

Recommended Motion:

I move to adopt Resolution 86-12-22

RESOLUTION 86-12-22**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE THE RENEWAL AGREEMENT WITH DOCUSIGN; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

WHEREAS, the Town Manager has presented to the Town Commission the renewal Agreement ("Agreement") between DocuSign and the Town of Lake Park, a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town Commission has reviewed the provisions of the renewal Agreement and has determined that it is in the best interest of the Town to approve the renewal Agreement; and

WHEREAS, Town Manager is recommending such approval.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Town Commission hereby approves the renewal Agreement between DocuSign and the Town of Lake Park as set forth in Exhibit A and authorizes and directs the Town Manager to execute such Agreement.

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



DocuSign, Inc.
221 Main Street, Suite 1000
San Francisco, CA 94105

Offer Valid Through: Dec 1,
2022

Prepared By: Whitney Miller
Quote Number: Q-00937164

Item 11.

ORDER FORM

Address Information

Bill To:

Town of Lake Park
535 Park Ave,
West Palm Beach, FL, 33403
United States

Ship To:

Town of Lake Park
535 Park Ave,
West Palm Beach, FL, 33403
United States

Billing Contact Name:

Paul McGuinness

Billing Email Address:

pmcguinness@lakeparkflorida.gov

Billing Phone:

+1.561.881.3303

Shipping Contact Name:

Paul McGuinness

Shipping Email Address:

pmcguinness@lakeparkflorida.gov

Shipping Phone:

+1.561.881.3303

Order Details

Order Start Date: Dec 1, 2022

Order End Date: Nov 30, 2023

Billing Frequency: Annual

Payment Method: Check

Payment Terms: Net 30

Currency: USD

Products

Product Name	Start Date	End Date	Quantity	Net Price
eSignature Enterprise Pro for Gov - Envelope	Dec 1, 2022	Nov 30, 2023	2,000	\$11,222.40
Enterprise Premier Support	Dec 1, 2022	Nov 30, 2023	1	\$2,468.93

Grand Total: \$13,691.33

Product Details

eSignature Envelope Allowance: 2,000

Overage/Usage Fees

eSignature Enterprise Pro for Gov - Env (Per Transaction): \$9.40

Order Special Terms

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/company/terms-and-conditions/msa> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/company/terms-and-conditions/msa-service-schedules>.

Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?

Please select Yes or No: ☒ Yes

If yes, please send the required tax exemption documents immediately to taxexempt@docusign.com.

Invoices for this order will be emailed automatically from invoicing@docusign.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No: ☐ No

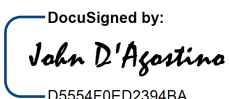
If yes, please complete the following:

PO Number:

PO Amount: \$


By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

Customer

Signature: 
D5554F0ED2394BA...

Name: John D'Agostino
Job Title: Town Manager
Date: November 23, 2022

**DocuSign,
Inc.**

Signature: 
124D3BDF35C84CC...

Name: Claire Geisse
Job Title: Revenue Operations Sr Manager
Date: November 23, 2022

DS




Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No.

Agenda Title: Next Steps for Tennis and Pickleball Programs

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

Approved by Town Manager Bambi McKibbon-Turner Date: 12-01-22

Name/Title

Originating Department: Special Events	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: • 2020 RFP for Tennis Center Management and Maintenance Service
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone____ OR Not applicable in this case <u>RCF</u> Please initial one.

Summary Explanation/Background:

At the September 21, 2022 Commission Meeting, the Town Commission voted to terminate the Agreement for Tennis Center Management and Maintenance Service with Elite Sports and Recreation Management and move forward with a new Request for Proposal (RFP).

The previous RFP in 2020 (see attachment) was for a tennis program only. However, the bidders were also given the option to provide an alternate proposal identifying a secondary proposed sport as well as the number of courts that will be used. The secondary proposed sport requirements included the use of at least one tennis court and had to be played using a racquet and/or paddle, including, but not limited to: Badminton, Pickleball and Soft

Tennis. As a requirement of the previous agreement with Elite Sports and Recreation Management, the Town resurfaced and restriped the courts located in Kelsey and Lake Shore Park. Currently we have two (2) tennis courts located in Kelsey Park (for the general public) as well as two (2) tennis courts and eight (8) pickleball courts located in Lake Shore Park.

At this time, staff would like direction from the Town Commission on the structure of the new RFP. All courts can be restriped to either tennis and/or pickleball courts for a nominal fee.

RFP Options:

1. Leave the tennis and pickleball courts in their current condition and find a provider that can offer both a tennis and pickleball program. This would leave us with two (2) tennis courts in Kelsey Park (for the general public) as well as two (2) tennis courts and eight (8) pickleball courts in Lake Shore Park.
2. Restripe one (1) of the pickleball courts in Lake Shore Park, revert it to a tennis court and find a provider that can offer both a tennis and pickleball program. This would leave us with two (2) tennis courts in Kelsey Park (for the general public) as well as three (3) tennis courts and four (4) pickleball courts in Lake Shore Park.
3. Restripe all of the pickleball courts in Lake Shore Park and revert them to tennis courts and find a provider that can offer a tennis program only. This would leave us with two (2) tennis courts in Kelsey Park (for the general public) as well as four (4) tennis courts in Lake Shore Park. No pickleball courts will remain with this option.

Recommended Motion: At the Town Commissions discretion based on the information provided.



NEXT STEPS: TENNIS AND PICKLEBALL PROGRAM

- 1. Restripe the 2 tennis courts located in Kelsey Park and turn them into 8 pickleball courts.**
 - All pickleball courts will be located in Kelsey Park.
 - This will assist with the noise complaints from the 801 building and limit play to daylight hours.
- 2. Restripe the 8 pickleball courts located in Lake Shore Park and turn them into tennis courts.**
 - This will give us a total of 4 tennis courts. All of which, will be located in Lake Shore Park.
 - We will not have enough tennis courts for tournament play. However, staff has discussed the possibility of partnering with the County and City of Palm Beach Gardens to host tennis and pickleball tournaments at the Tennis and Pickleball Center located at The Gardens North District Park.
- 3. The Town will publish a Request for Qualifications (RFQ) for qualified tennis and pickleball instructors to provide individual and group lessons.**
 - The Town will choose which instructors will be allowed to provide lessons on the courts.
 - Each instructor will have to pay a fee to the Town to use the courts. We will have to determine if this will be a monthly fee or an hourly rate based on their usage.
 - Only those instructors that have been pre-qualified by the Town, will have the ability to teach tennis and pickleball lessons.
 - The contact information for each instructor will be provided on the Town's website and posted at the tennis and pickleball courts along with instructions.
 - A customer satisfaction survey will be created by staff and provided to participants after each session. Town staff will use the survey to determine whether or not the instructors are providing adequate instruction.
- 4. We will not lock the gates to any Tennis or Pickleball Facility.**
 - PBSO and staff will help patrol the area to make sure no damage occurs to the courts.
 - Staff has obtained a proposal to add additional surveillance cameras to all courts. The proposal includes the electrical work to power the cameras.
 - The Town will need to eventually hire a Parks Ranger to monitor both parks during normal operating hours.
- 5. The operating hours for the tennis courts will be from 6:30 am – 10:00 pm and the pickleball courts will be open from 6:30 am – 8:00 pm.**
- 6. The operating hours for Kelsey Park and Lake Shore Park will remain open from 6:30 am – 10:00 pm.**
- 7. We will set up an online system for players to reserve 50% of the available tennis courts (2 of 4) and 50% of the available pickleball courts (4 of 8) during specific dates/time periods.**
 - We will send out a survey to all residents to determine what hours will be reserved for open play.
 - This is to be self-managed by the players with minimal intervention from Town Staff.
 - When a court is not reserved, the court remains available for open play until the date/time of the next reservation.
 - We should be able to do this with the recreation function of the software from Tyler Technologies. However, we may have to find a temporary solution first.
 - Reservations will be required two hours in advance.
 - PBSO will need access to account to verify the reservations.