



Lake Park Town Commission, Florida

Special Called Commission Meeting

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

March 25, 2026

6:30 P.M.

Roger Michaud	—	Mayor
Michael Hensley	—	Vice Mayor
John Linden	—	Commissioner
Michael O'Rourke	—	Commissioner
Judith Thomas	—	Commissioner
Richard J. Reade	—	Town Manager
Thomas J. Baird, 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.

CIVILITY AND DECORUM

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

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

RESOLUTION – ACCEPTING THE CERTIFIED ELECTION RESULTS:

1. Resolution 17-03-26 - Accept Certified Election Results - March 10, 2026 Mayoral General Municipal Election.

SWEARING IN:

2. Swearing In Ceremony for Mayor – Town of Lake Park.

SELECTION OF A VICE MAYOR:

3. Selection of Vice Mayor - Town of Lake Park.

SPECIAL PRESENTATION/REPORT:

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.

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. Proclamation - Honoring Harry S. Kelsey - Founder of Kelsey City (Town of Lake Park, Florida) - March 26, 2026.
5. Proclamation - Ethics Awareness Month - March 2026.
6. Regular Commission Meeting Minutes - March 4, 2026.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on April 15, 2026.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Town Clerk – Vivian Mendez

Agenda Title: Resolution 17-03-26 - Accept Certified Election Results - March 10, 2026 Mayoral General Municipal Election

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

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

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

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

Advertised:

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

Attachments: Resolution, Palm Beach County Supervisor of Elections Certified Election Results

Please initial one:

Yes Yes I have notified everyone

N/A Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park conducted a municipal election to elect a Town Mayor on March 10, 2026. The voters of the Town of Lake Park elected the following candidate:

Roger Michaud 433 votes (595 total votes cast)

The Town Commission is recommended to review and accept the election results from the March 10, 2026 General Municipal Election.

Recommended Motion:

I move to approve Resolution 17-03-26 and to accept the election results from the March 10, 2026 Mayoral General Municipal Election.

RESOLUTION 17-03-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ACCEPTING THE CERTIFIED RESULTS OF THE MUNICIPAL ELECTION HELD ON MARCH 10, 2026 FOR TOWN MAYOR, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Municipal Election for the office of Mayor of the Town of Lake Park was held on Tuesday, March 10, 2026; and

WHEREAS, the duly appointed clerks, voting system technicians, inspectors, and deputies of the Town Election and Palm Beach County Canvassing Board have made their canvass of ballots as required by law; and

WHEREAS, the Town Commission has received the Election Board’s report of the results from the Municipal Election.

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

Section 1: Upon canvass of the election returns as presented by the Election Board and as certified by the Town Clerk, the Town Commission hereby declares and accepts the Palm Beach County Supervisor of Election certification that a total of 595 electors voted and cast ballots in the Municipal Election held on March 10, 2026 as follows:

Mayor:

Roger Michaud	433
Rafael "Ralph" Moscoso	162

The Commission hereby declares that the candidate Roger Michaud received the greatest number of votes in accordance with the provisions of the Town Charter, and is hereby declared elected to the Office of Mayor of the Town of Lake Park.

Section 2. The foregoing tabulation of the votes cast is hereby accepted as the results of the Municipal Election.

Section 3. The Town Clerk is directed to send a certified copy of this Resolution to the Supervisor of Elections of Palm Beach County, and to post a copy for public notice and information at two prominent places within the Town, one of which shall be the entrance(s) of Town Hall.

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

Summary Results Report
 Official Municipal Election
 March 10, 2026

Statistics

TOTAL Election Day Vote By Mail

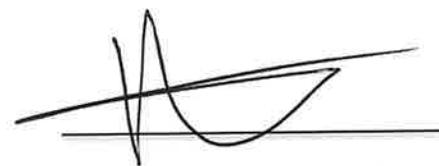
Election Day Precincts Reporting	4 of 4	4	0
Registered Voters - Total	3,885		
Ballots Cast - Total	603	418	185
Ballots Cast - Blank	0	0	0
Voter Turnout - Total	15.52%		

Mayor - Lake Park

Vote For 1

TOTAL Election Day Vote By Mail

Kelly McNamara "Steele" (Withdrawn)	8	4	4
Roger Michaud	433	313	120
Rafael "Ralph" Moscoso	162	101	61
Overvotes	0	0	0
Undervotes	0	0	0



Canvassing Board Member 1



Canvassing Board Member 2



Canvassing Board Member 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Town Clerk – Vivian Mendez

Agenda Title: Swearing In Ceremony for Mayor – Town of Lake Park

Agenda Category (i.e., Consent, New Business, etc.): Swearing-In Ceremony

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

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

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

Advertised:

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

Attachments: Oath of Office

Please initial one:

_____ Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Clerk’s Office will administer the Oath of Office to the Mayor.

Recommended Motion:

N/A



OATH OF OFFICE For Mayor Town of Lake Park

I, *Roger D. Michaud*, a citizen of the State of Florida and the United States of America, and a resident of the Town of Lake Park, Florida, having been elected to the Office of **Mayor**, and being a recipient of public funds as such elected official, do hereby solemnly swear or affirm that I am entitled to hold Office under the Constitution; that I will faithfully perform all of the duties of the Office that I am about to enter; and that I will support the Constitution and Laws of the United States, of the State of Florida, and of the Town of Lake Park, Florida.

Mayor's Signature

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to, and subscribed before me, this 25 day of March, 2026, by, **Roger D. Michaud**, who is personally known to me and who has taken the oath (above).

Vivian Mendez
Notary Public, State of Florida
Commission Number: HH606170
Commission Expires: February 24, 2029



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Town Clerk – Vivian Mendez

Agenda Title: Selection of Vice Mayor - Town of Lake Park

Agenda Category (i.e., Consent, New Business, etc.): Selection of a Vice-Mayor

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

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

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

Advertised:

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

Attachments: Town Code Article IX. Duties of Certain Town Officers.

Please initial one:

VM Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Lake Park Town Code states under Article IX Duties of Certain Town Officers in Section 1 – Duties of Certain Officers that:

“the Commission shall elect a vice-mayor who shall be Chairman pro tem, at their first organization meeting after each election ...”

Thus, the Town Commission is requested to nominate and select a Vice-Mayor for a term until the next Town election.

Recommended Motion:

I move to nominate _____ as Vice-Mayor for a term until the next Town election in accordance with the Town’s Code of Ordinances.

Section 1. Duties of certain officers.

The Mayor is to be the permanent chairman of the Town Commission and the Commissioners shall elect a vice-mayor who shall be Chairman pro tem, at their first organizational meeting after each election and who will preside and act as Mayor in the absence or disability of the Mayor. The Mayor shall sign all checks, deeds, negotiable notes and bonds, evidences of indebtedness or other instruments in writing to which the Town shall be a party when authorized to do so by the Town Commission, and he shall be ex officio a[sic] Commissioner and shall have a voice and vote in the proceedings of the Commission.

Editor's note(s)—Portions of this section were deleted as necessary to reflect the fact that the mayor-commission plan was not implemented; see editor's note to article III heading. In addition, certain grammatical changes were made, at the request of the town attorney, for purposes of clarity.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2025

Originating Department: Town Clerk – Vivian Mendez

Agenda Title: Proclamation - Honoring Harry S. Kelsey - Founder of Kelsey City
(Town of Lake Park, Florida) - March 26, 2026

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

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

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

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

Advertised:

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

Attachments: Proclamation

Please initial one:

_____ Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

On March 26, 1884, in Claremont, New Hampshire, Harry Seymour Kelsey was born. He later spent most of his youth on his family’s farm in Agawam, Massachusetts and after an extensive career in real estate, and venturing into the restaurant business, Mr. Kelsey sold his restaurant shares in 1919 and purchased 30,000 acres of land in Palm Beach County, Florida. This area was later known as Kelsey City and, today, as the Town of Lake Park, Florida.

The Town Commission of the Town of Lake Park adopted Resolution Number 20-1998 declaring that under all conditions and on all occasions, the citizens of Kelsey City (Town of Lake Park) do hereby honor Mr. Kelsey annually on March 26th.

This proclamation has been produced yearly as a tribute to the legacy that Mr. Kelsey has provided within the Town of Lake Park.

Recommended Motion:

I move to approve the proclamation commemorating Harry S. Kelsey, Founder of Kelsey City (Town of Lake Park, Florida).

PROCLAMATION

**RECOGNIZING HARRY SEYMOUR KELSEY,
FOUNDER OF KELSEY CITY
(TOWN OF LAKE PARK)**

WHEREAS, on March 26, 1884, in Claremont, New Hampshire, *Harry Seymour Kelsey* was born, and spent most of his youth on his family’s farm in Agawam, Massachusetts. After an extensive career in Real Estate, and venturing into the restaurant business, in 1919 Mr. Kelsey sold his restaurant shares and purchased 30,000 acres of land in Palm Beach County, Florida, and

WHEREAS, In September of 1919 Harry Seymour Kelsey hired the Olmstead Brothers to design the Kelsey City project, and in 1920, the Olmsted brothers designed a plat for Kelsey City; affording Kelsey City the honor of being the first zoned city south of Washington D.C.; and

WHEREAS, Harry Seymour Kelsey wholly accomplished the establishment of two (2) schools, one known as *Lake Park Elementary*, which is still operative today. Some of his major contributions were the *Florida East Coast Railroad Station, Kelsey City Golf Course, the Kelsey City Depot, Kelsey City Bank & Trust*; and most importantly the founding and incorporation of Kelsey City, which later was renamed, the Town of Lake Park; and

WHEREAS, the Town Commission of the Town of Lake Park, Florida adopted Resolution No. 20-1998; declaring that under all conditions, and on all occasions the citizens of Kelsey City do hereby honor him annually on March 26;

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Roger Michaud, Mayor of the Town of Lake Park, do hereby commemorate March 26th in honor of *Harry Seymour Kelsey*, the founding father, and enormous contributor to the Town of Lake Park.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 25th day of March, 2026.

Mayor Roger Michaud

Town Clerk Vivian Mendez



Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Town Clerk

Agenda Title: Proclamation - Ethics Awareness Month - March 2026

Approved by Town Manager: _____ Date: _____

Cost of Item: _____ Funding Source: _____

Account Number: _____ Finance Signature: _____

Advertised: _____

Date: _____ Newspaper: _____

Attachments: Ethics Awareness Month Proclamation

Please initial one:

 X Yes I have notified everyone

 Not applicable in this case

Summary Explanation/Background:

During the March 4, 2026 Town Commission Meeting, the Commission approved to bring back the reading of a proclamation during the March 25, 2026 Commission Meeting to declare March 2026 as Ethics Awareness Month in the Town of Lake Park and Palm Beach County. Ethics Awareness Month is an opportunity for the Town of Lake Park Commission and staff to reaffirm our shared commitment to transparency, communication, integrity, accountability and building public trust.

Representatives from the PBC Commission on Ethics and the PBC Office of Inspector General will not be in attendance to accept the proclamation for Ethics Awareness Month.

Recommended Motion:

N/A

**PROCLAMATION DECLARING MARCH 2026
AS FLORIDA ETHICS AWARENESS MONTH**

WHEREAS, March has been declared Ethics Awareness Month at the national, county, and municipal levels; *and*

WHEREAS, ethics is a set of values that consistently guides our behavior and, as applied to government, it is essential to the proper conduct and operation of the government that public officials be independent and impartial so that their actions can easily be seen to encompass ethical behaviors consistent with established standards of conduct as they provide important governmental services; *and*

WHEREAS, Palm Beach County was identified as a leader in ethics reform and received a national award for its focus on the importance of ethics and has implemented the Palm Beach County Code of Ethics through the continued partnership and support of all thirty-eight municipalities which have adopted it countywide through referendum; *and*

WHEREAS, the Town of Lake Park challenges and invites all members and community leaders to join in learning more about the ethics movement in Palm Beach County and to strive for ethical actions in all aspects of their daily life.

NOW, THEREFORE, I, Mayor Roger Michaud, do hereby proclaim March 2026 as

ETHICS AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Lake Park to be affixed this 25th day of March 2026.

By: _____
Mayor Roger Michaud

Attest: _____
Vivian Mendez, Town Clerk



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Clerk

Agenda Title: Regular Commission Meeting Minutes - March 4, 2026

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

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

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

Advertised:

Date: NA **Newspaper:** _____

Attachments: Minutes, Exhibits A-G, Comment Cards

Please initial one:

_____ Yes I have notified everyone

LW Not applicable in this case

Recommended Motion:

I move to approve the Minutes of the March 4, 2026 Regular Commission Meeting.



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday March 04, 2026 6:30pm

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

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

CALL TO ORDER/ROLL CALL

6:36 P.M.

PRESENT

- Mayor Roger Michaud
- Vice Mayor Michael Hensley arrived at 7:27 P.M.
- Commissioner Judith Thomas
- Commissioner John Linden
- Commissioner Michael O'Rourke

PLEDGE OF ALLEGIANCE

Mayor Michaud led the Pledge of Allegiance.

APPROVAL OF AGENDA:

Motion to approve the agenda made by Commissioner O'Rourke, Seconded by Commissioner Linden.

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

SPECIAL PRESENTATION/REPORT:

1. Proclamation - Let's Move Palm Beach County - March 2026.

Mayor Michaud presented the Digital Vibe representative with the proclamation. The representative thanked the Commission for the proclamation and explained the program and the challenge.

2. Presentation, Discussion & Direction - Evergreen House Preservation Project – Baker Design Build (30% Plans).

Public Works Director Jaime Morales presented to the Commission (Exhibit A). Mayor Michaud asked if there would be a change in the layout. Public Works Director Morales explained that the only interior changes were access modifications for American's with Disabilities Act (ADA) requirements. He also spoke about the preservation methods they will use to protect the floor and ceiling during the modification process. He went on to state that the project is fully funded with a grant and the Town's matching funds. Mayor Michaud asked about the ownership status of the contents of the Evergreen House. Public Works Director Morales explained that an inventory had been completed and there would need to be a conversation with the Historical Society to determine ownership of the items. He stated that they would be putting together a usage agreement for use of the Evergreen House. Commissioner Thomas asked how long the project would take. Public Works Director Morales stated it would be four months from start of construction to completion. Commissioner O'Rourke thanked Commissioner Linden for his work with the Historical Society and getting this project moving forward.

PUBLIC COMMENT:

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

-Michael Steinhauer provided comments via Exhibit B.

-Larry Zabik with Zabik and Associates stated the following: “Since the beginning of the Nautilus 220 project in Lake Park I have worked with Peter Baytarian as the Project Manager including the work at the Marina. I’m here to address the barge lease. In the summer of 2020 we entered into an agreement with the town to lease slips in the Marina. The slip leases specifically allowed us to dock a barge and the Town represented that the barge could be docked there and was used as our sales facility. The original agreement included a termination clause that either party could terminate in sixty days after which under the agreement the marina facility had to be restored to its original condition except that fixed floating docks would be installed in slips D55 to D57. To complicate matters, that restoration requirement was omitted in subsequent annual leases. While the barge was in the Marina, all rent was paid timely and the working relationship between us and the Town was professional and collaborative. In 2025, the Town notified us that the Florida Department of Environmental Protection (FDEP) determined the barge violated the DEP’s rules and the sales barge had to be removed. We removed the barge in October 2025 without complaining. The barge was never supposed to be in the Marina. Months later, we received a letter from the Town’s attorney demanding that we pay rent for the slips that were not occupied after the barge had already been removed and further, that we underwrite \$850,000 of improvements to the Marina which are not specified in any agreement, without providing any details or specifications and without any reference to the Town’s legal basis for the demands. We are willing to work to restore the Marina or pay the Town the value the monetary equivalent of that restoration work. We have communicated as such, but from what we can see, the Town’s only response is we didn’t make that offer soon enough. We have requested a face-to-face meeting with the Town and its counsel, with this contractor and with a mediator if that would be helpful. We have not received a response to that request yet. We understand that at the last meeting the Town Commission directed the attorney to initiate litigation. The Town has its attorneys, Forest has their attorneys. But anyone who’s litigated something that runs for years, at the end of the day

no one wins. We are encouraging the Commission to require a meeting as we have requested, mediation will be mandatory in any set of litigation so before any other action is taken, we are requesting that we do this meeting. Everyone can put their cards on the table. We can come to an acceptable resolution so that we can move forward and I appreciate your time this evening.”

-Peter Baytarian, Developer of Nautilus 220 and the Town’s selected P3 partner for the marina redevelopment project stated the following: “As you know Nautilus 220 is the largest economic engine the Town has seen in decades. I know each of you personally, and you all have my cell phone number. I’m in Lake Park every day. I’m here tonight to set the record straight. Our company was selected through a competitive public p3 process. The Commission voted unanimously in our favor. The Town was represented by its Town Attorney and a third party consultant. The selection and approvals occurred during multiple fully noticed public hearings. There was no back room deal. The process was transparent, legal and deliberate. The suggestion that the Sunshine Law was violated is simply wrong. After selection we spent nearly two years negotiating a comprehensive development agreement. Both sides invested approximately \$500,000 each in legal fees and professional fees to finalize a binding contract. The agreement was executed and ratified by the prior Commission. The message now being sent to the development community is troubling. Is a contract not a contract in Lake Park? Is that the message you want to send to future developers or anyone else who wants to contract with the Town? For more than three years we worked in good faith to implement the project. It advanced the Town’s vision and long term planning objectives. The marina redevelopment was publicly discussed, displayed on the Town’s website and represented to residents as the part of the Town’s future. Everything remained on track until February 2025. Meetings were slowed, communication stalled and progress stopped. Most critically, the Town cancelled a scheduled meeting with the Governor and Cabinet to remove the deed restriction required under the contract. Without the removal, the project cannot proceed. The Town also withdrew the DEP and Army Corps permit application previously approved by the former administration. Importantly, had the DEP permit not been withdrawn, the project would have proceeded and delivered significant economic benefits to the Town. The project would have generated an immediate \$1.2 million payment, \$300,000 in annual lease payments and approximately a million dollars a year in additional tax revenue. However,

these benefits never came to pass due to the Town's recent actions. Actions that were intentional and not inherited. Despite this we remained ready to deliver..." (Time limit expired).

-Mary Beth Taylor provided comments via Exhibit C.

CONSENT AGENDA:

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

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

Voting Yea: Mayor Michaud, Commissioner Thomas, Commissioner Linden.

Commissioner O'Rourke was not present during the vote.

3. Regular Commission Meeting Minutes - February 18, 2026
4. Resolution 15-03-26 - Amendment #1 - Subrecipient Grant Agreement (No. MT130) - Community Development Block Grant Mitigation Program (CDBG-MIT) - Florida Department of Commerce - Southern Outfall Initiative Stormwater Improvement Projects
5. Resolution 16-03-26 - Cancel Regular Commission Meeting - March 18, 2026 and Reschedule Meeting to March 25, 2026

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

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

NEW BUSINESS:

6. Presentation, Discussion & Direction - US Highway 1 Median Landscaping Plan (Silver Beach Road to Palmetto Drive) - Florida Department of Transportation (FDOT).
Public Works Director Morales provided an overview of the item (Exhibit D).

Consultant Cotleur & Hearing representatives Damaris Williams and Aaron Wilbur presented to the Commission (Exhibit E). Commissioner O'Rourke spoke in favor of the landscaping but that it will restrict traffic access at certain points, which he feels, may create safer traffic scenarios. Commissioner Thomas asked for a three-tiered breakdown of possible maintenance costs. She also requested that this plan stay consistent with agreements regarding the car dealership (Earl Stewart) that the Town had made previously. Public Works Director Morales explained that staff had conversations with Mr. Stewart and it was agreed that they would not be using Lake Shore Drive. Commissioner Thomas stated that trucks that are traveling south may have issues making a U-turn at Palmetto Drive to head back north towards Earl Stewart. Public Works Director Morales explained that any trucks needing to access that area will not be able to do so via a U-turn. They would have to come from the south headed north. Commissioner Thomas also spoke about complaints received about trucks parked along Jasmine Drive to the west. Public Works Director stated that he would speak with staff about having code enforcement perform an inspection of that situation.

-Vice Mayor Hensley arrived at 7:27 P.M.

Commissioner O'Rourke also mentioned another car dealership that may present similar issues. Mayor Michaud spoke in favor of being presented with the three-tier maintenance cost report along with the types of trees that may be used. Mr. Wilbur discussed a few examples of possible trees and their maintenance levels. Vice Mayor Hensley also spoke in favor of the three-tiered cost report. Commissioner Thomas stated that oak trees may present a problem due to their root structure.

Public Comment:

-Brady Drew spoke in favor of the landscaping and new tree planting.

-Mary Beth Taylor provided comments via Exhibit F.

Motion to approve the project but to have Florida Department of Transportation (FDOT) present to us a maintenance plan in three levels made by Commissioner O'Rourke. Commissioner Thomas asked if it is common for other communities to cover the cost of maintenance. The FDOT representative stated that it is common and that if the Town

chooses not to cover the maintenance, they would not install landscaping, only grass. Modified motion to adopt the plan FDOT has established for the medians on US 1 in Lake Park and the Town agrees that after the establishment period to establish a maintenance program for those improvements with a proposal for three levels of maintenance costs made by Commissioner O'Rourke, Seconded by Commissioner Thomas. Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird referred to his memo (Exhibit G) and stated that the quasi-judicial process is separate and different from this process. Town Attorney Baird provided an update on the Sunshine Law complaint and that the plaintiff has agreed to remove Mayor Michaud, Commissioner O'Rourke and Commissioner Linden's names from the complaint with the condition that the Town agree to early mediation. Town Attorney Baird stated that he is seeking a motion to mediate the case.

Motion to mediate the case made by Vice Mayor Hensley. Seconded by Commissioner Linden.

Town Attorney Baird clarified that this is the Sunshine lawsuit brought by Mr. Perhacs.

Voting Aye; Mayor Michaud, Vice Mayor Hensley, Commissioner Linden, Commissioner Thomas.

Voting Nay; Commissioner O'Rourke.

Town Manager Reade announced the following; the grant making application process is now open. The Lake Park Historical Society has moved into the library and using a study room. The library will have free tax preparation assistance available on Saturdays from 10am to 2pm. Tour de Lake Park on March 14th meet at Town Hall at 1:45pm, ride begins at 2pm. Sunset Celebration on March 27th from 6pm-9pm. Community Workshop for the Kelsey Park Splash Pad from 10am to 1pm on March 28. Town Manager Reade asked for consensus for an ethics awareness month proclamation. The Commission approved this proclamation. Finally, he announced that the Commission had previously approved the purchase of a sanitation vehicle through TD Bank. The resolution was approved but named a different bank. The Commission unanimously provided the Town Manager with direction to move forward with the financing for the Public Works Sanitation

vehicle from TD Equipment Finance Inc. as approved during the February 4, 2026 meeting and in advance of approving the revised resolution for TD Equipment Finance Inc. during the next Commission Meeting.

-Commissioner Linden spoke about the Historic Society move to the Library. He also spoke about meeting Amanda Kelsey.

-Commissioner O'Rourke spoke about the Southern Outfall project item on the consent agenda. He commended Grant Writer/Chief Public Information Officer Merrell Angstreich for securing an additional \$1.7 million in grant funding. Public Works Director Morales explained that Capital Projects Manager John Wille had secured the additional grant funds, plus additional time for completion of the project.

-Commissioner Thomas welcomed Grant Writer/Chief Public Information Officer Angstreich back from an extended leave.

-Vice Mayor Hensley announced "Bingo with the Vice Mayor" at 5pm on Saturday, March 7th.

-Mayor Michaud announced the Kelsey Cup being held at the Pickleball courts on March 7th at 8am. He thanked resident Terron Mercer for putting the tournament together. He also encouraged all residents to vote on Election Day, Tuesday March 10th.

ADJOURNMENT:

Motion to adjourn made by Commissioner Thomas, Seconded by Vice Mayor Hensley.

Voting Aye: All.

Meeting adjourned 8:15 P.M.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on March 25, 2026.

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

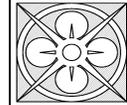
Approved on this _____ of _____, 2026

Exhibit A

TOWN OF LAKE PARK



Department of Public Works Evergreen House 30% Plan Proposal

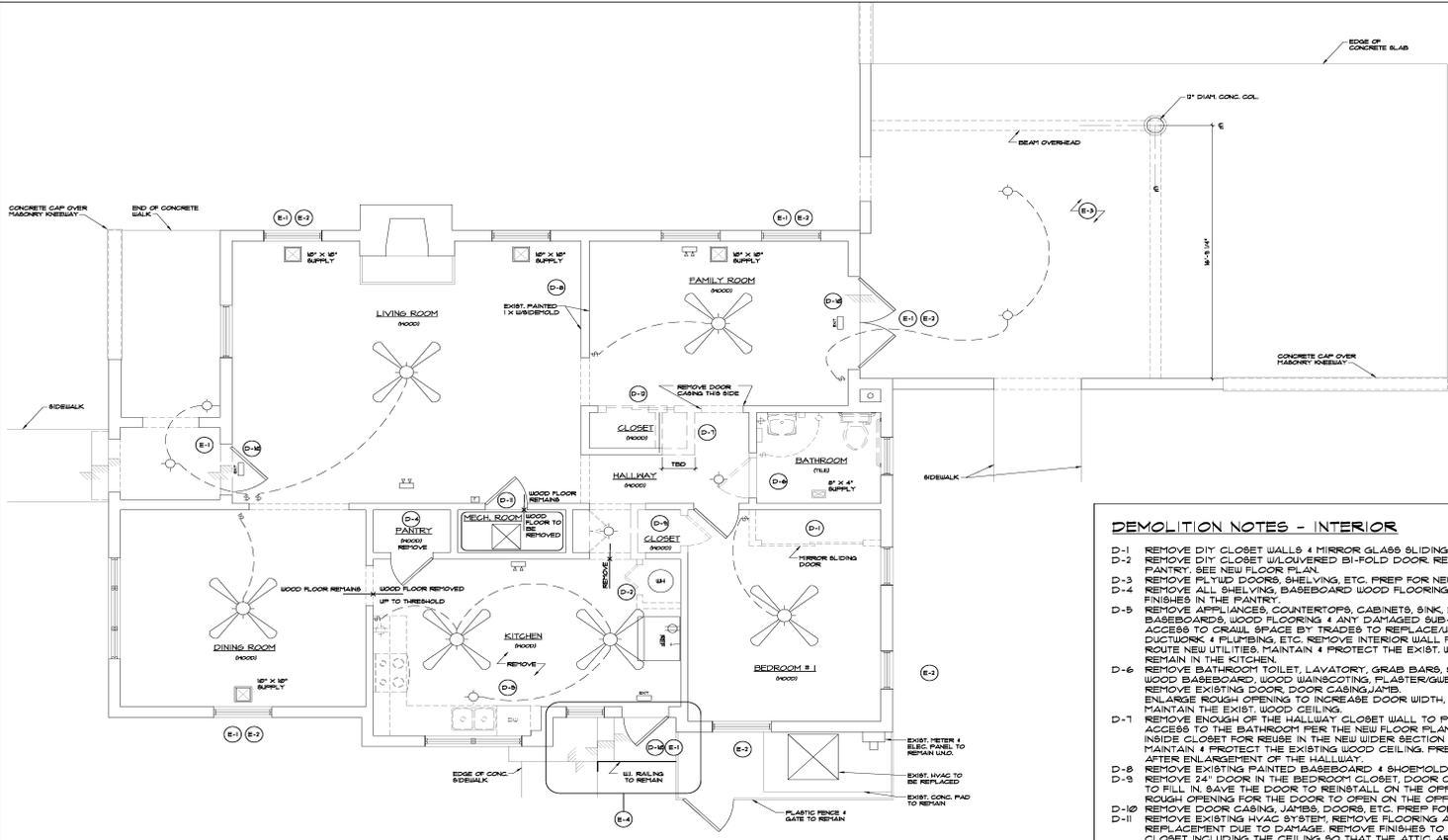


THE LANE GROUP INC
C. DOUGLAS LANE, AIA

3514 OAK STREET
JACKSONVILLE, FL 32205
904.874.1700
www.LaneGroupInc.com
FL Lic #AB0010676

Preservation Improvements for
Lake Park Historic Evergreen House
601 Federal Highway
Lake Park City, FL 33403-2603

Demolition Plans



- DEMOLITION GENERAL NOTES**
1. PROVIDE & MAINTAIN SECURITY & WEATHER PROTECTION TO THE INTERIOR OF THE BUILDING THROUGH OUT THE PROJECT.
 2. COVER WITH PROTECTION BOARD THE EXISTING WOOD FLOORS SCHEDULED TO REMAIN THROUGHOUT THE PROJECT.
 3. PROTECT THE EXISTING WOOD CEILING & CROWN MOLDINGS SCHEDULED TO REMAIN. ALL WOOD CEILING & CROWN TO BE REMOVED SHALL BE SAVED FOR REUSE.
 4. COVER & PROTECT THE TILE HEARTH & THE CUT STONE MANTLE AND FIREPLACE SURROUND THROUGHOUT THE PROJECT.
 5. REMOVE AND SAVE FOR POTENTIAL REUSE ALL THE METAL FLOOR SUPPLY GRILLES.
 6. CARE SHALL BE SUPPLIED TO THE AREA'S SCHEDULED TO HAVE THE PLASTER FINISHES REMOVED ON ONE SIDE OF THE WALL, SO AS NOT TO DISTURB/DAMAGE THE OTHER SIDE OF THE WALL FINISH SCHEDULED TO REMAIN.
 7. MAINTAIN PROPER WATER & LIGHTS NECESSARY FOR WORK & NIGHT TIME SECURITY THROUGHOUT THE PROJECT.
 8. PROVIDE BARRIERS, SIGNS AND/OR TAPE LINES TO DEFINE THE CONSTRUCTION AREA SURROUNDING THE PROJECT. PROVIDE BARRIERS AROUND THE TREES ON SITE.
 9. PLACE DUMPSTER LOCATED ON THE STREET AND/OR PAVED AREAS ON FLYWOOD TO MINIMIZE DAMAGE.
 10. DO NOT BLOCK ANY SIDEWALKS AND/OR PATHWAY SURROUNDING THE PROJECT. STORE ALL CONSTRUCTION MATERIALS INSIDE THE IDENTIFIED CONSTRUCTION AREA.



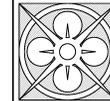
- DEMOLITION NOTES - INTERIOR**
- D-1 REMOVE D11 CLOSET WALLS & MIRROR GLASS SLIDING DOORS.
 - D-2 REMOVE D17 CLOSET UNGLAZED SLIDING DOOR, RELOCATE WATER HEATER TO PANTRY. SEE NEW FLOOR PLAN.
 - D-3 REMOVE T102 DOORS, SHELVING, ETC. PREP FOR NEW USE PER NEW FLOOR PLAN.
 - D-4 REMOVE ALL SHELVING, BASEBOARD WOOD FLOORING, REMOVE WALL & CEILING FINISHES IN THE PANTRY.
 - D-5 REMOVE APPLIANCES, COUNTERTOPS, CABINETS, SINK, DISHWASHER, WOOD BASEBOARDS, WOOD FLOORING & ANY DAMAGED SUB-FLOORING TO PROVIDE ACCESS TO CRAWL SPACE BY TRADES TO REPLACE/UPDATE ELECTRICAL, HVAC DUCTWORK & PLUMBING, ETC. REMOVE INTERIOR WALL FINISHES TO THE STUDS TO ROUTE NEW UTILITIES. MAINTAIN & PROTECT THE EXIST. WOOD CEILING, SCHEDULED TO REMAIN IN THE KITCHEN.
 - D-6 REMOVE BATHROOM TOILET, LAVATORY, GRAB BARS, SOAP & PAPER DISPENSERS, WOOD BASEBOARD, WOOD WAINSCOTING, PLASTER/GWB WALLS BACK TO STUDS, REMOVE EXISTING DOOR, DOOR CASING/JAMB.
 - D-7 ENLARGE ROUGH OPENING TO INCREASE DOOR WIDTH, SEE THE NEW FLOORPLAN. MAINTAIN THE EXIST. WOOD CEILING.
 - D-8 REMOVE ENOUGH OF THE HALLWAY CLOSET WALL TO PROVIDE A 5'-3" FINISHED NEW ACCESS TO THE BATHROOM PER THE NEW FLOOR PLAN. SAVE WOOD FLOOR FROM INSIDE CLOSET FOR REUSE IN THE NEW WIDER SECTION OF THE HALLWAY.
 - D-9 MAINTAIN & PROTECT THE EXISTING WOOD CEILING. PREP TO PATCH IN AS REQUIRED AFTER ENLARGEMENT OF THE HALLWAY.
 - D-10 REMOVE EXISTING PAINTED BASEBOARD & SHOEMOLD IN EVERY ROOM TYP.
 - D-11 REMOVE 24" DOOR IN THE BEDROOM CLOSET, DOOR CASING & JAMB. PREP OPENING TO FILL IN. SAVE THE DOOR TO REINSTALL ON THE OPPOSITE WALL. CREATE A NEW ROUGH OPENING FOR THE DOOR TO OPEN ON THE OPPOSITE SIDE.
 - D-12 REMOVE DOOR CASING, JAMBS, DOORS, ETC. PREP FOR NEW IMPACT RATED DOORS.
 - D-11 REMOVE EXISTING HVAC SYSTEM, REMOVE FLOORING AND SUB-FLOOR. PREP FOR REPLACEMENT DUE TO DAMAGE REMOVE FINISHES TO THE STUDS INSIDE THE HIGH CLOSET INCLUDING THE CEILING SO THAT THE ATTIC AREA CAN BE MADE ACCESSIBLE DURING THE CONSTRUCTION PROCESS.
 - D-12 REMOVE AND DISPOSE OF THE SLIDING DOORS. PREP OPENING FOR NEW DOOR PER THE FLOOR PLAN.

- DEMOLITION NOTES - EXTERIOR**
- E-1 REMOVE ALL HURRICANE SHUTTER BRACKETS FROM THE WINDOWS & DOORS. DISPOSE OF BRACKETS. PATCH ALL HOLES IN THE STUCCO LEFT BY THE FASTENERS. PREP FOR PAINT, TYPICAL ALL CONDITIONS.
 - E-2 REMOVE ALL EXIST. WINDOWS AND DOORS & PREP THE EXTERIOR R.O. & M.O. FOR NEW REPLACEMENT UNITS TYP.
 - E-3 SCRABE FALLING FINISH FROM THE CONC. SLAB ON THE REAR TERRACE. PREP FOR NEW FINISH.
 - E-4 REMOVE CLAY TILE & SAVE FOR REUSE. REMOVE EXIST. KITCHEN DOOR CANOPY/HOOD. SAVE PARTS TO USE AS A TERRACE TO RE-CREATE THE FEATURES.
 - E-5 REMOVE ALL ABANDONED UTILITY PIPES, CONDUITS, BOXES, ETC. PENETRATING AND/OR MOUNTED TO THE EXTERIOR & PREP TO PATCH FINISH.

The entire contents of this document, including all attachments, plans, studies, design, estimates and specifications, are the property of The Lane Group, Inc. All rights reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written consent of The Lane Group, Inc.

No.	Date	Revision
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Consultation No.	
Date	02.13.23
Drawn by	As Noted
Checked by	Laura E. Land
Sheet No.	of
Demolition Plan	
D-1.0	



THE LANE GROUP INC.
C. DOUGLAS LANE, AIA

3514 OAK STREET
MACONVILLE, FL 32050
904.874.1700
www.lanegroup.com
FL Lic #AB0000770

Preservation Improvements for
Lake Park Historic Evergreen House
801 Federal Highway
Lake Park City, FL 33403-2603

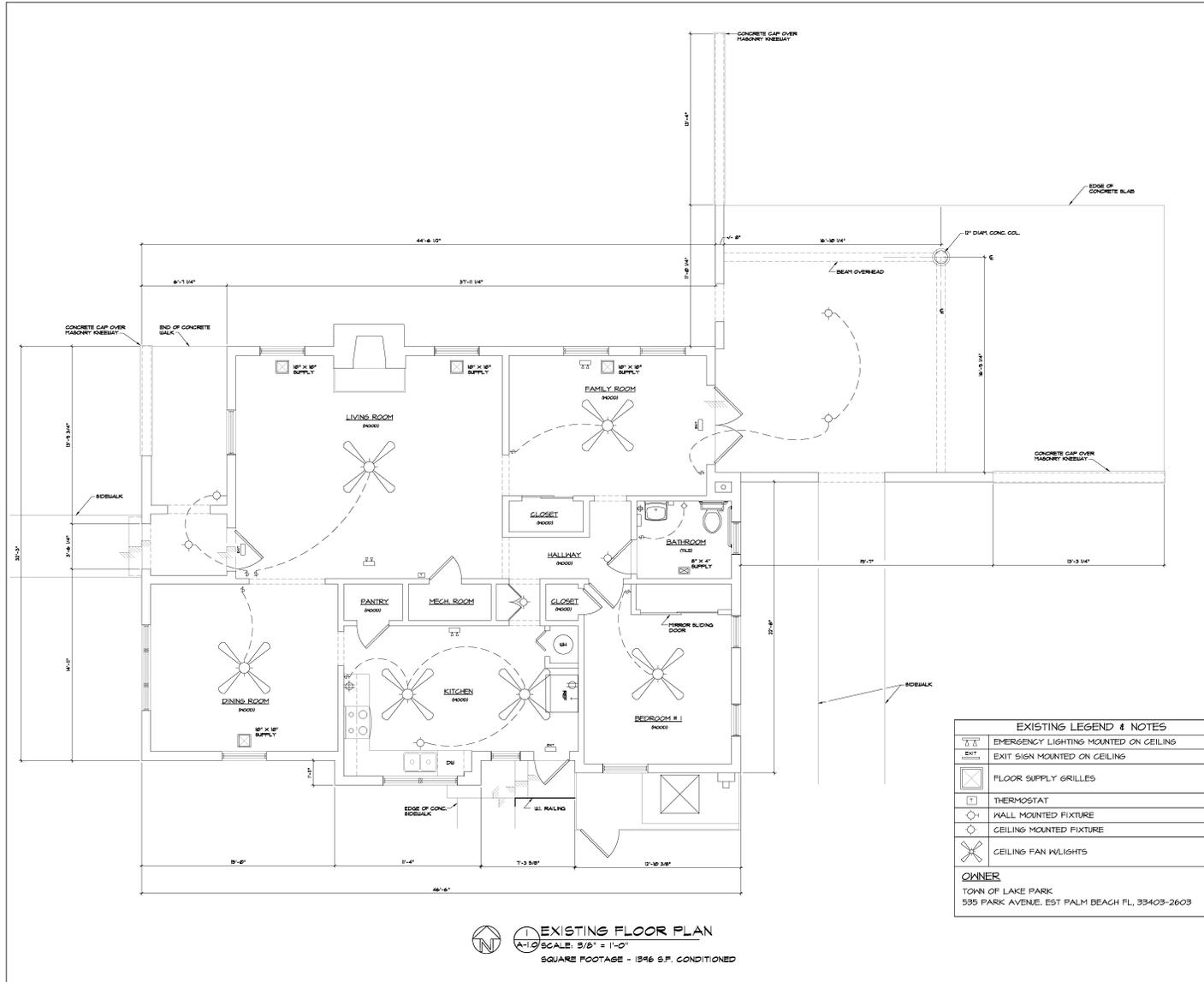
The entire contents of this document, including all attachments, drawings, specifications, and all appropriate permits, are the sole property of The Lane Group, Inc. The documents are to be used for the project and are not to be reproduced, stored, transmitted, or disseminated in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written consent of The Lane Group, Inc.

No.	Date	Revisions
1		
2		
3		
4		
5		
6		
7		
8		

Consultation No. 02.13.20
Date
Scale As Noted
Drawn by Seth R. Lane
Checked by Doug Lane
Sheet No. of

Existing Floor Plan

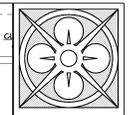
A-1.0



EXISTING LEGEND & NOTES	
	EMERGENCY LIGHTING MOUNTED ON CEILING
	EXIT SIGN MOUNTED ON CEILING
	FLOOR SUPPLY GRILLES
	THERMOSTAT
	WALL MOUNTED FIXTURE
	CEILING MOUNTED FIXTURE
	CEILING FAN W/IGHTS
OWNER TOWN OF LAKE PARK 535 PARK AVENUE, EST PALM BEACH FL, 33403-2603	

 **EXISTING FLOOR PLAN**
SCALE: 3/8" = 1'-0"
SCALE FOOTAGE - 1946 S.F. CONDITIONED

Existing Floor Plans



THE LANE GROUP INC
C. DOUGLAS LANE, AIA

5541 GAIL STREET
JACKSONVILLE, FL 32205
904.674.1700
www.lanegroup.com
FL Lic #AB0010079

Preservation Improvements for
Lake Park Historic Evergreen House
601 Federal Highway
Lake Park City, FL 33403-2603

The entire contents of this document, including all drawings, plans, specifications, attachments and specifications, are the copyrighted works, and shall remain the property of The Lane Group, Inc. No documents and their contents may not be used, photocopied, or reproduced without the written consent of The Lane Group, Inc.

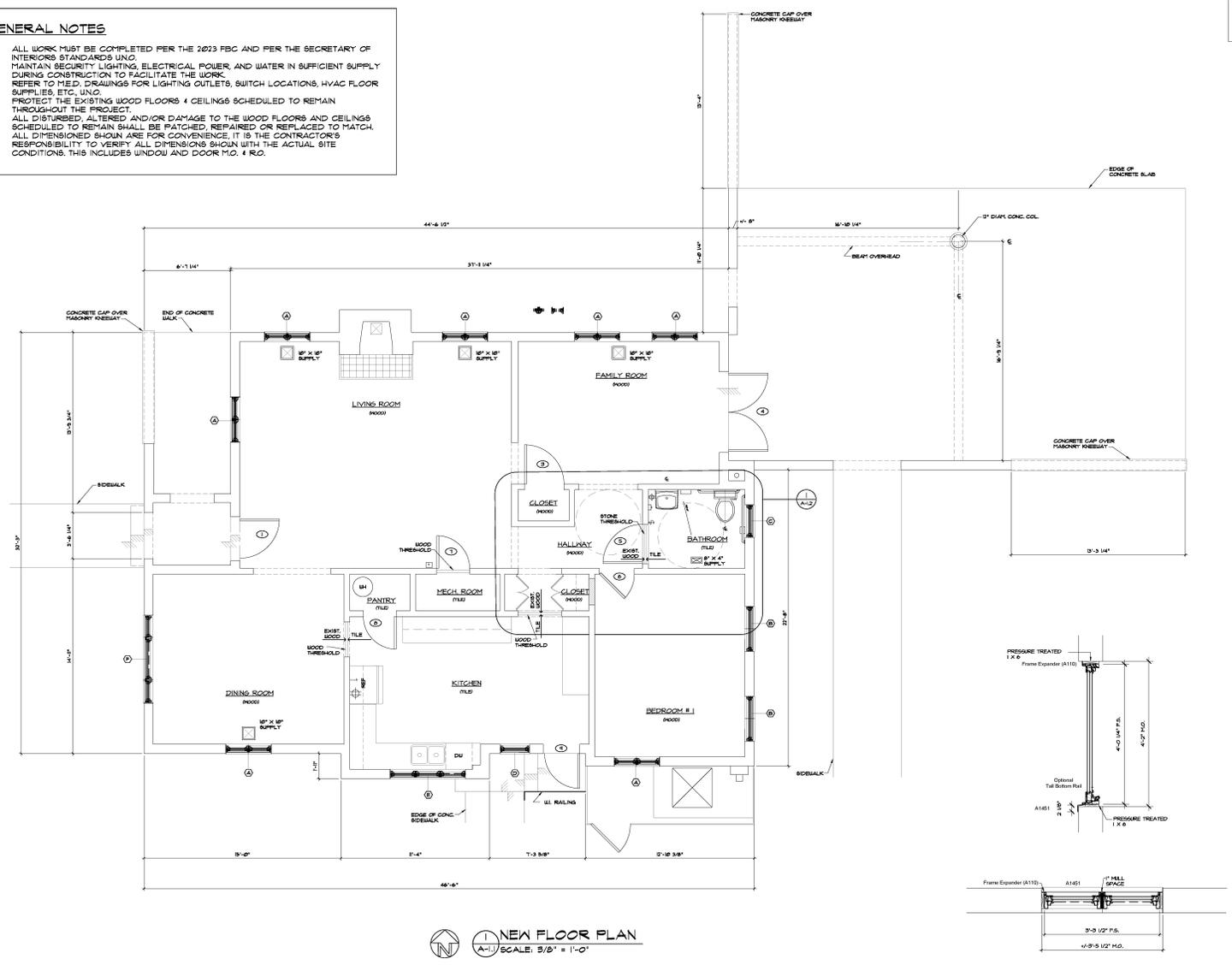
No.	Date	Revisions
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Construction No. _____
Date: 08.18.20
Drawn by: Heidi B. Lane
Checked by: Doug Lane
Sheet No. _____ of _____

New Floor Plan

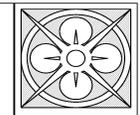
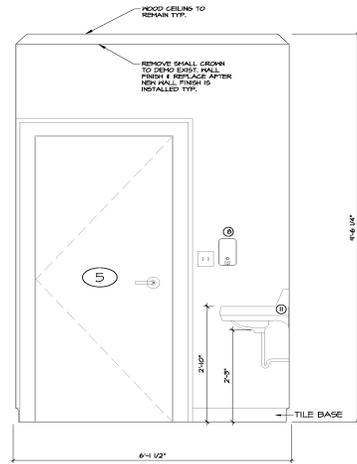
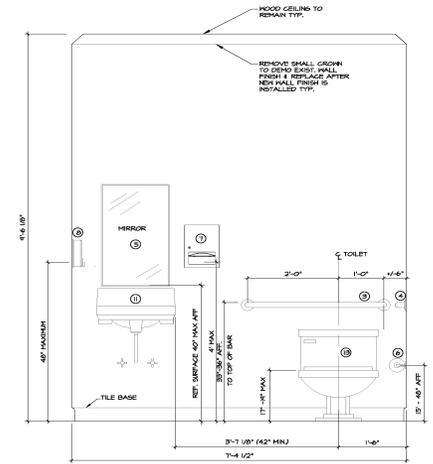
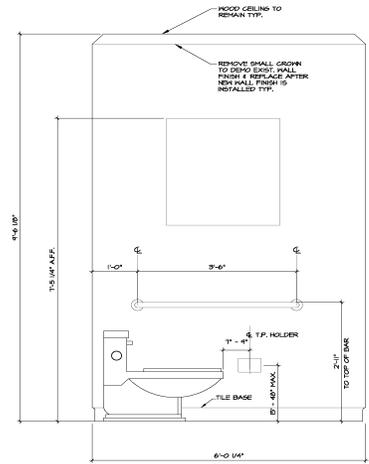
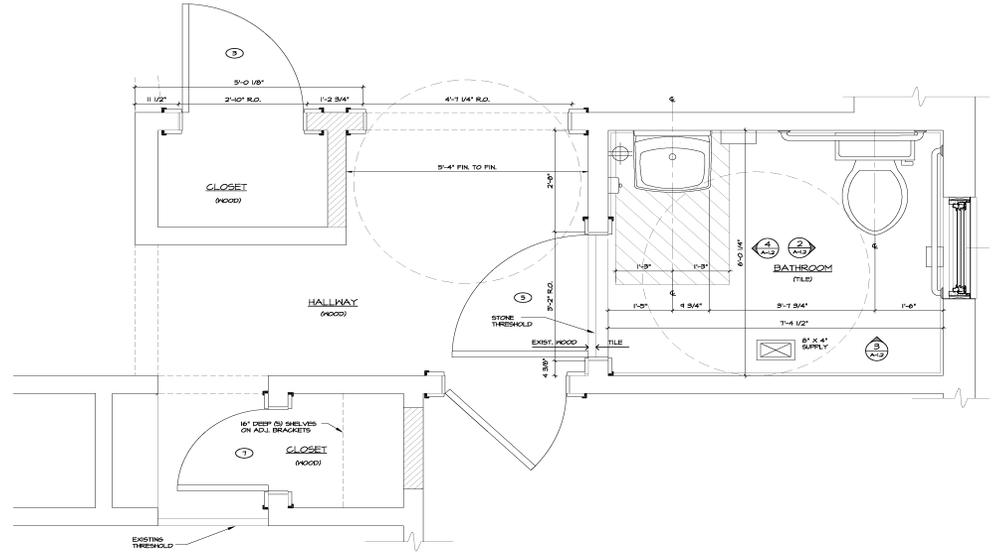
A-1.1

- GENERAL NOTES**
1. ALL WORK MUST BE COMPLETED PER THE 2023 FBC AND PER THE SECRETARY OF INTERIORS STANDARDS UNO.
 2. MAINTAIN SECURITY LIGHTING, ELECTRICAL POWER, AND WATER IN SUFFICIENT SUPPLY DURING CONSTRUCTION TO FACILITATE THE WORK.
 3. REFER TO M.E.D. DRAWINGS FOR LIGHTING OUTLETS, SWITCH LOCATIONS, HVAC FLOOR SUPPLIES, ETC. UNO.
 4. PROTECT THE EXISTING WOOD FLOORS & CEILING SCHEDULED TO REMAIN THROUGHOUT THE PROJECT.
 5. ALL DISTURBED, ALTERED AND/OR DAMAGE TO THE WOOD FLOORS AND CEILING SCHEDULED TO REMAIN SHALL BE PATCHED, REPAIRED OR REPLACED TO MATCH.
 6. ALL DIMENSIONS SHOWN ARE FOR CONVENIENCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS SHOWN WITH THE ACTUAL SITE CONDITIONS. THIS INCLUDES WINDOW AND DOOR M.O. & R.O.



 **NEW FLOOR PLAN**
A-1.1 SCALE: 3/8" = 1'-0"

New Floor Plans



THE LANE GROUP INC
C. DOUGLAS LANE, AIA

854 OAK STREET
JACKSONVILLE, FL 32206
904.741.2766
www.LaneGroupInc.com
FL Lic #AB0000078

Preservation Improvements for
Historic Evergreen House
601 Federal Highway
Lake Park City, FL 33403-2603

The entire contents of this document, including all drawings, plans, sections, schedules, annotations and specifications, are the copyright of The Lane Group, Inc. and shall remain the property of The Lane Group, Inc. All rights are reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, without the express written consent of The Lane Group, Inc.

No.	Date	Revision
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Consultation No. _____
Date 08.13.20
Drawn by Ar Hesel
Drawn by Louis B. Gann
Checked by Doug Lane
Sheet No. of _____

Enlarged Bathroom Plan

A-1.2

Enlarge Bathroom Plans

Public Comment on *Resident Confidence in Commission Decision Making*

Michael Steinhauer, 435 Greenbriar Dr. pipestone1992@gmail.com 608-332-5547 Private Resident /
Lake Park Society for the Advancement of Civic Engagement

Good evening Mr. Mayor and Commissioners,

I would like to share my experiences on how residents react to the alleged Sunshine Law violations related to the marina process. The apprehension has been passionate.

From the very beginning, many residents were already uneasy about the marina agreement — particularly the length of the leases and the long-term commitment of public waterfront property.

There were disagreements about the financial terms. There were concerns about whether the Town negotiated the best possible deal. Those are policy debates.

What has shifted the conversation now is the issue of transparency.

The Town is currently being sued for Sunshine Law violations related to the marina developer selection process. That fact alone has deeply unsettled many residents.

People are asking direct questions:

- Why is the Town being sued over how this decision was made?
- Why are there claims that transparency standards were not met?
- How did we arrive at a 99-year public land agreement that is now under legal challenge?

When a decision of this magnitude is tied to a Sunshine lawsuit, residents do not see it as just a technical legal issue, as some have described it.

They see it as a breakdown in transparency. That's upsetting.

It's not simply disagreement over policy. It's the reality that one of the most consequential decisions in our Town's history is now clouded by concerns about whether it was handled fully in the sunshine.

And when trust is shaken, the impact goes beyond one project. It affects how residents view every future redevelopment discussion, every major contract, every vote involving public land.

This is not about blame. That must be settled. It is now also about restoring confidence.

If there are serious concerns about both the financial terms and the integrity of the process, then the Town has an opportunity to now demonstrate leadership.

The Town can choose to ensure that going forward, whatever project is taken is done openly, clearly, and resident focused and driven.

Residents are not seeking conflict. They are looking for confidence.

And right now, that confidence needs to be rebuilt. Meet with us to find the path together. Thank you.

January 7, 2026 Lake Park Commission Comments by MARY TAYLOR

Good Evening Everyone,

I reside at 209 Park Ave. and I am a former LP Commissioner. I am greatly saddened by the accusations and subsequent lawsuits filed against the Town of Lake Park, one filed December 2025, by Forrest Development to enforce the P3 Marina agreement and another filed three weeks ago against the Town and former commissioners for having violated the Sunshine Law during meetings when P3 Marina agreements were made.

IF these costly lawsuits continue, Lake Park could suffer irrecoverable financial and reputational damage.

I am here to say “I believe there was never any intention to violate the Sunshine Law.” But, lack of intention doesn't matter. The **Sunshine Law is No-Fault**. It doesn't matter if the violation was done intentionally or by mistake, or by equipment failure. **Any decision made in violation of Sunshine Law is VOID.** The **result** is the same in that the residents and the public have no way of knowing how the decision to choose Forest Development was made.

If I were still a Commissioner, I would speak up, I would say, **“Commissioners did not intend to violate the Sunshine Law.”** **BUT “I must reject the P3 agreement made in violation of the Sunshine Law”**, *the Florida law that guarantees the public access to governmental proceedings, meetings and records.* I would **not** continue to negotiate an agreement that I know was made in violation of the Sunshine Law. If I continued negotiating I would be condoning and perpetuating a violation and I would expose myself to penalties for violating the oath I took as a Commissioner, and I would have **“NO Defense.”**

I would ask our attorney to do everything necessary to terminate the P3 agreement so that our present Town Administration and Commission could resume their regular responsibilities, move forward and **REGAIN RESPECT** from the citizens of Lake Park. Citizens deserve transparent, honest representation.

I want to thank Richard Reade and Tom Baird for their professionalism in navigating the Town through this turbulent and unsettled situation that they inherited from the last administration. The Town of Lake Park is fortunate to have these two distinguished men to guide us through these troubled times, and into a brighter future. Thank You!

If the Town chooses to proceed with this beautification project (which will be similar to segments of the corridor within other neighboring communities), the Town would be required to enter into an interlocal agreement with the FDOT that would require the Town to assume full responsibility of all future landscape and irrigation operations and maintenance costs within this section of the US Highway 1 corridor [beginning approximately two (2) years after project completion upon expiration of the contractor's warranty period].

Proposed FDOT Landscaping Plan Options that are requested to be considered by the Town Commission:

- a) Median 1 - approximately 196 feet, focal median with the key landscaping species proposed to include Medjool Date Palm, Solitaire Palm, and ground-layer plantings (i.e., Muhly Grass, etc.)
- b) Median 2 - approximately 794 feet, primary corridor median with the key species proposed to include Live Oak and Crape Myrtle, various species of palm trees (i.e., Sabal Palm, Thatch Palm, Scheffer's Palm, Montgomery Palm, Blue Latan, Solitaire Palm, etc.), and ground-layer plantings (i.e., Parsons Juniper, Horizontal Cocoplum, Green Island Ficus, Muhly Grass, Coontie Shrubs, Firebush, Variegated Schefflera, etc.) with accents (i.e., Song of India and Queen Emma Crinum Lily)
- c) Median 3 - approximately 823 feet, secondary corridor accent with key species proposed to include Crape Myrtle, Sabal Palm, Blue Latan, Solitaire Palm, Montgomery Palm, and European Fan Palm, and ground-layering plantings and low shrubs (i.e., Muhly Grass, etc.)

The FDOT has estimated that the annual maintenance expenditures (at this time) to support the proposed landscaping plan may be \$17,060 to \$31,200 per year, depending on the direction of the Town Commission.

Note: The FDOT's estimated annual maintenance costs presented are planning-level, order-of-magnitude estimates prepared for budgeting and policy guidance purposes only. These estimates are based on the current concept layout and assumed maintenance activities, including irrigation operations and repairs, routine horticultural care, cyclical pruning, mulching and fertilization, plant replacement allowances, and inspection and documentation. Actual annual maintenance costs will be subject to final scope definition, the interlocal agreement maintenance performance requirements, site conditions, and prevailing market conditions at the time of procurement. Final costs will be established through competitive solicitation under the Town's procurement.

Damaris Williams, FDOT-Project Manager, and Aaron Wilbur, Landscape Architect, will be in attendance to provide a presentation on each of the two (2) proposed landscaping options for US Highway 1 within the Town of Lake Park.

Recommendation:

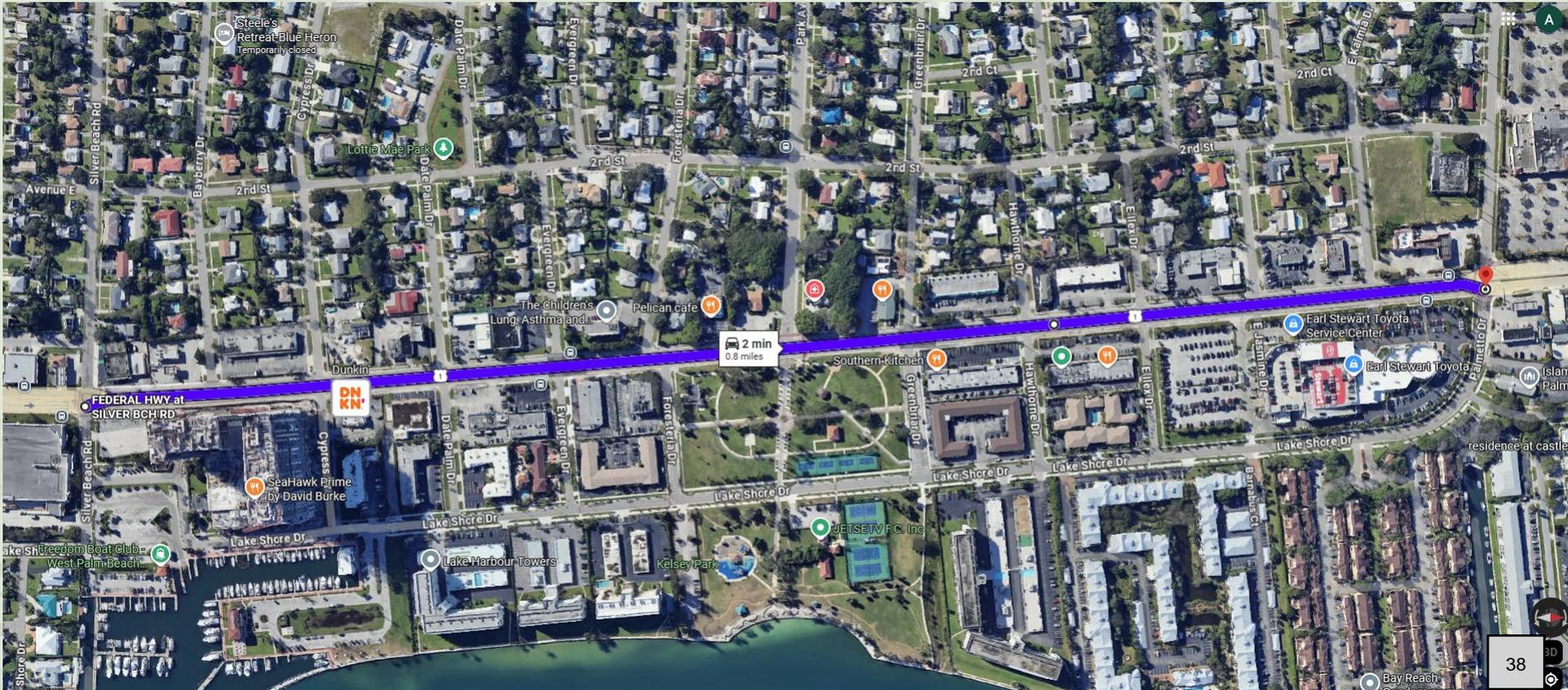
The Town Commission to consider, discuss and provide input/direction on the various Florida Department of Transportation (FDOT) US Highway 1 Median Landscaping Plan (Silver Beach Road to Palmetto Drive) and commit to fully funding all required future (annual) operational and maintenance costs associated with the selected landscaping plan (estimated at approximately \$17,060 to \$31,200 per year).

Exhibit E

FDOT Standalone Landscape Project
State Road (S.R.) 5 / US-1
from N. of Silver Beach Rd. to S. of Palmetto Dr.
Lake Park, FL

Project Location:

- The project is located within US-1 (SR 5) between Silver Beach Road and Palmetto Drive, within the state right of way.
- Project Length – 0.2 Miles



Project Overview:

- Project to follow roadway construction project FPID 438386-2.
- Standalone Landscape Project programmed/funded to provide landscaping and irrigation within the proposed US-1 medians.
- Landscape design to focus on providing trees, palms, shrubs, and groundcovers throughout the medians. Trees and Palms shall be included in shrub beds with sod maintenance strips provided.
- Irrigation shall utilize pump station and well for water source/point of connection. New electric service will be provided. Irrigation components will follow Lake Park preferred components and brand names utilized throughout the Town.
- Landscape and irrigation installation dependent on execution of Maintenance Memorandum of Agreement (MMOA).
- The Landscape Design Concepts are provided on the following slides.

Design Concepts: Segment 1 (South) – Medians 1 & 2 Overview (Silver Beach Rd to Park Ave)

A. Landscape Design with Shrubs and Groundcovers



Silver Beach Rd

Park Ave

B. Landscape Design without Shrubs or Groundcovers

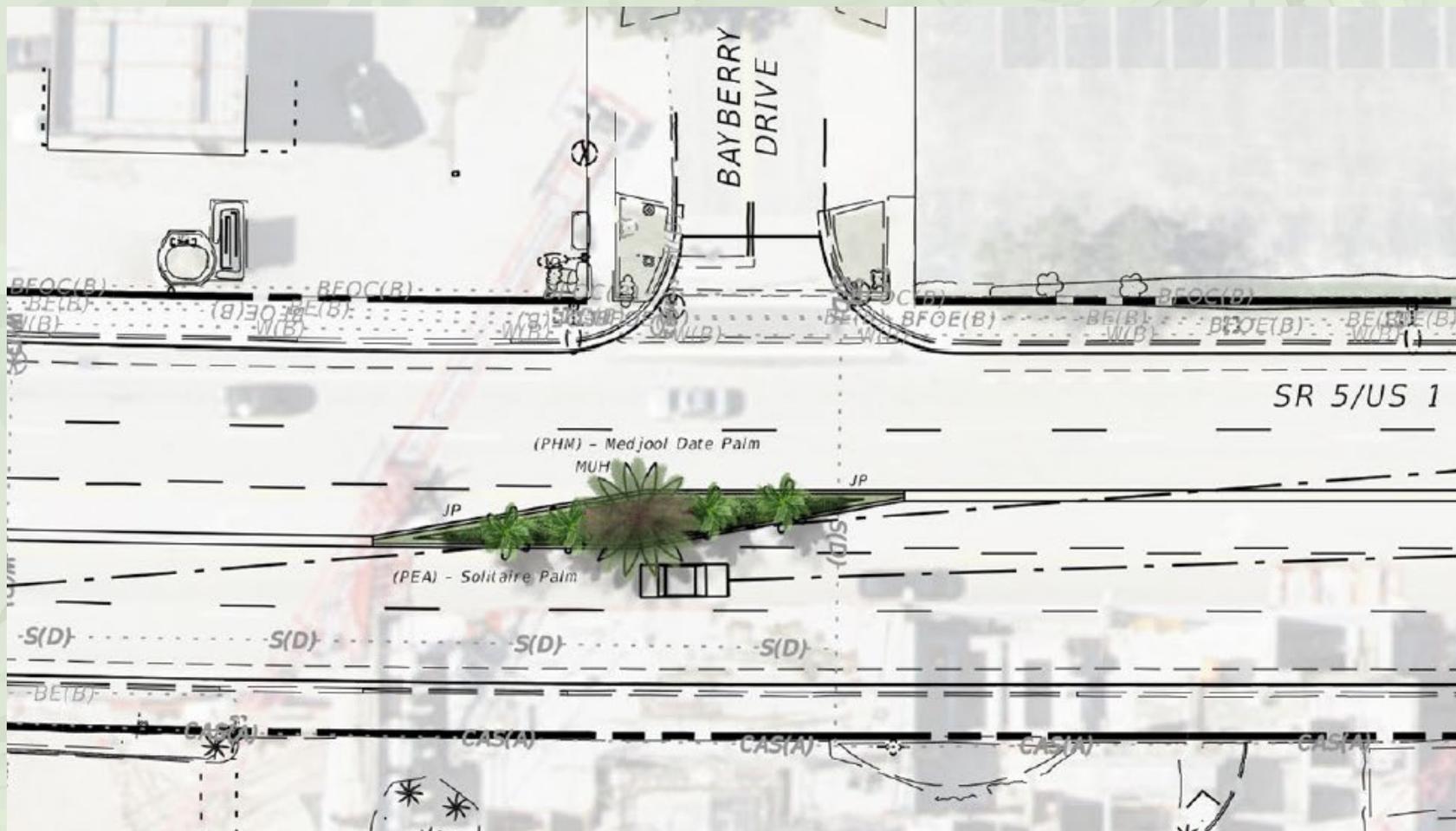


Silver Beach Rd

Park Ave

Design Concepts: Segment 1 (South) – Detailed

A. South Median 1



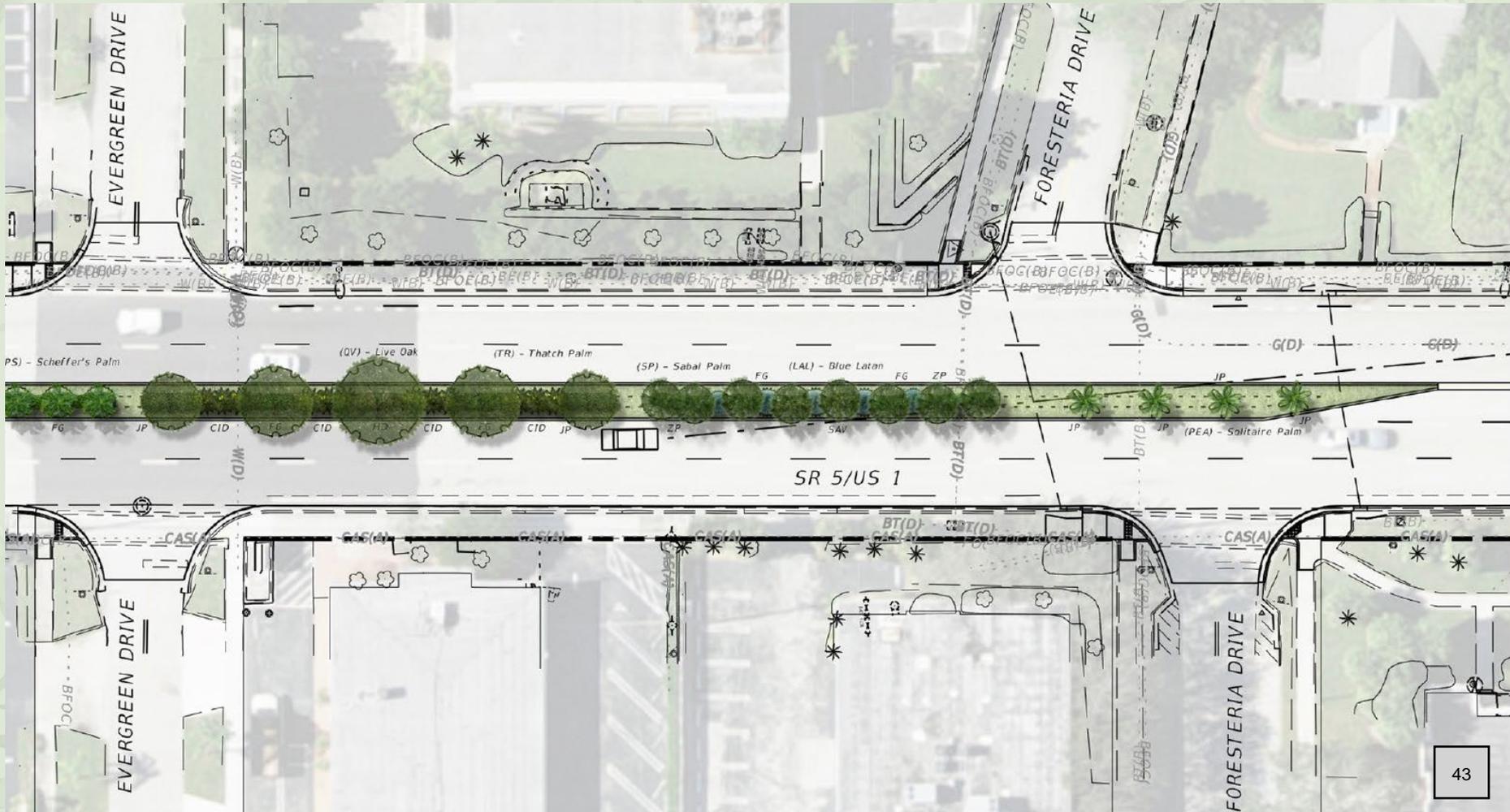
Design Concepts: Segment 1 (South) – Detailed

A. South Median 2A



Design Concepts: Segment 1 (South) – Detailed

A. South Median 2B



Design Concepts: Segment 2 (North) – Medians 1, 2, & 3 Overview (Park Ave to Palmetto Dr)

A. Landscape Design with Shrubs and Groundcovers



Park Ave

Palmetto Dr

B. Landscape Design without Shrubs or Groundcovers

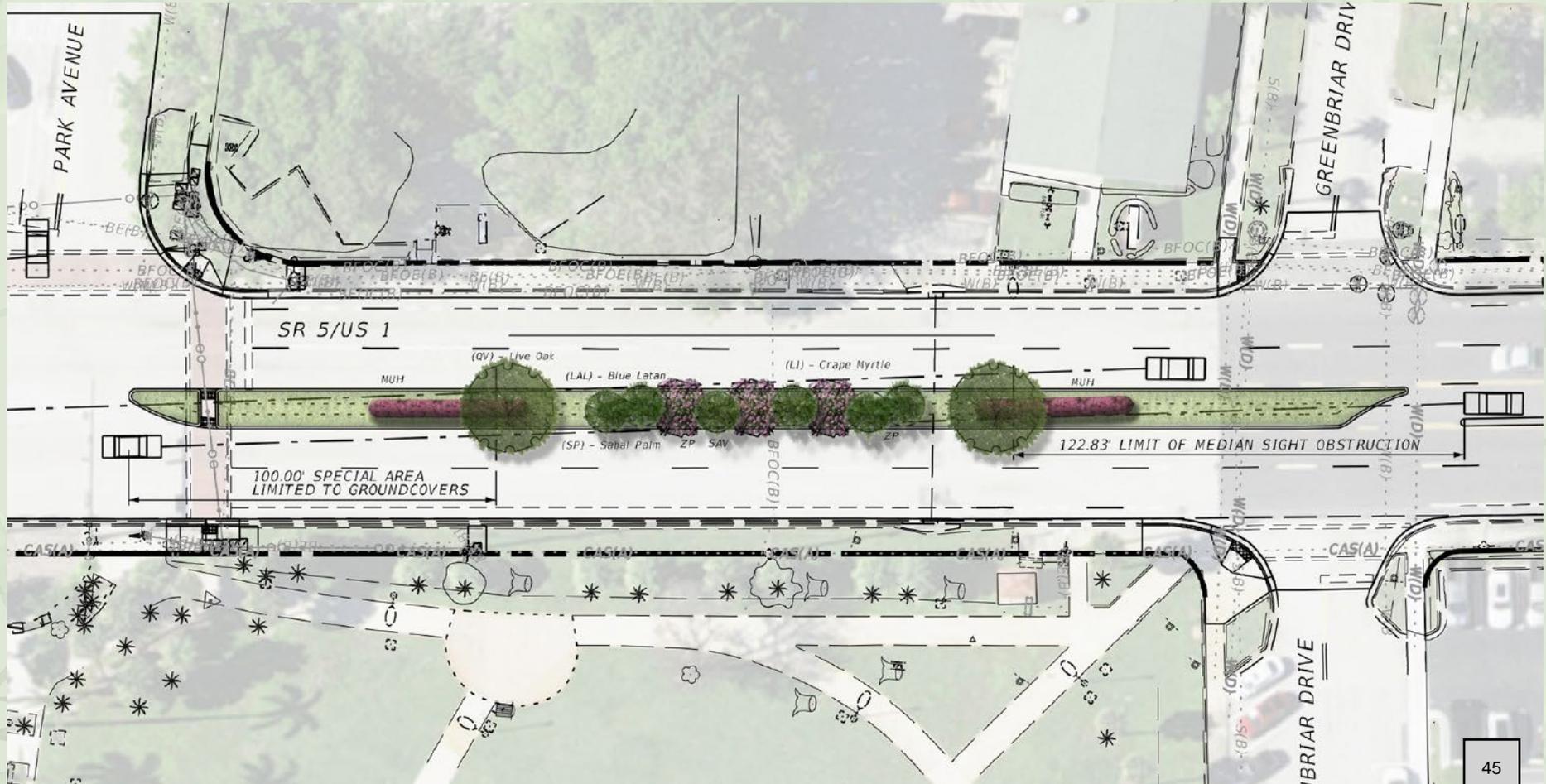


Park Ave

Palmetto Dr

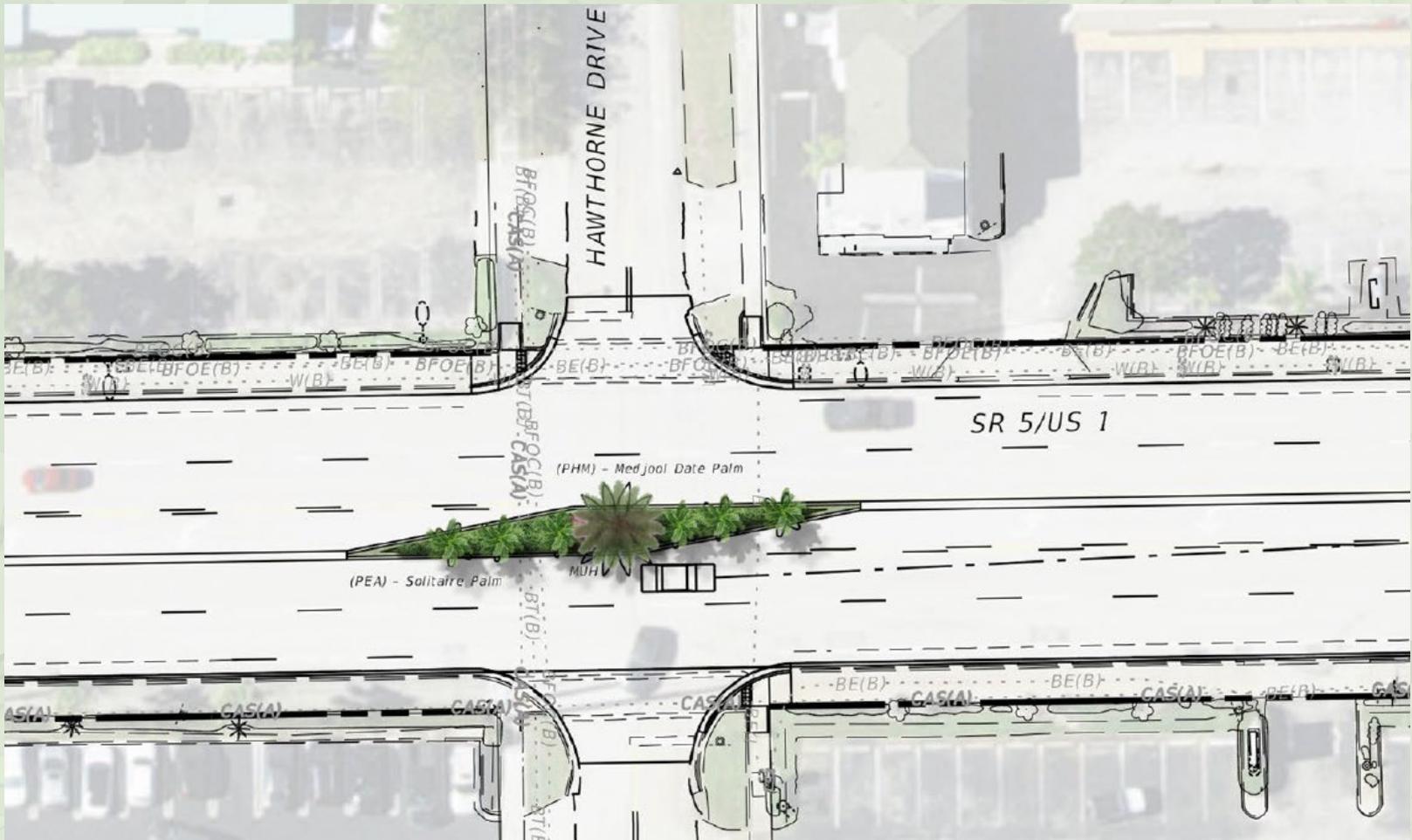
Design Concepts: Segment 2 (North) – Detailed

A. North Median 1



Design Concepts: Segment 2 (North) – Detailed

A. North Median 2



Design Concepts: Plant Palette

SHADE TREES



LIVE OAK
QUERCUS VIRGINIANA

FLOWERING TREES



CRAPE MYRTLE
LAGERSTROEMIA INDICA

PALMS



MEDJOOl DATE PALM
PHONEIX DACTYLIFERA



SABAL PALM
SABAL PALMETTO



SCHEFFER'S PALM
PTYCHOSPERMA SCHEFFERI



MONTGOMERY PALM
VEITCHIA MONTGOMERYANA

PALM TREES



SOLITAIRE PALM
PTYCHOSPERMA ELEGANS



THATCH PALM
THRINAX RADIATA



EUROPEAN FAN PALM
CHAMAEROPS HUMILIS



BLUE LATAN
LATANIA LODDIGESII

ACCENT SHRUBS



SONG OF INDIA
DRACAENA REFLEXA



QUEEN EMMA CRINUM LILY
CRINUM AUGUSTUM
'QUEEN EMMA'

Design Concepts: Plant Palette

SHRUBS



FIREBUSH
HAMELIA PATENS



VARIEGATED SCHEFFLERA
SCHEFFLERA ARBORICOLA
'TRINETTE'



HORIZONTAL COCOPLUM
CHRYSOBALANUS ICACO
'HORIZONTAL'



GREEN ISLAND FICUS
FICUS MICROCARPA
'GREEN ISLAND'



MUHLY GRASS
MUHLENBERGIA CAPILLARIS



COONTIE
ZAMIA INTEGRIFOLIA

SHRUBS



PARSONS JUNIPER
JUNIPERUS CHINENSIS
'PARSONII'

Design Concepts: Cost (Project Construction)

SR 5 (US-1) FROM SILVER BEACH RD TO PALMETTO RD - LANDSCAPE COST ESTIMATE

FPI# 450677-1-52-01

*PAY ITEM NO.	SYMBOL	DESCRIPTION	NATIVE	MAX. MAINT. SIZE	UNIT	QTY	UNIT COST	TOTAL
0999 2		LUMP SUM CONTRACT			LS	1	\$ 445,618.00	\$ 445,618.00
0101 1		MOBILIZATION - INCLUDES CONSTRUCTION PHASE ONLY (10%)			LS	1	\$ 44,561.80	\$ 44,561.80
0102 1		MAINTENANCE OF TRAFFIC (MOT) - INCLUDES CONSTRUCTION PHASE ONLY (10%)						
0102 60		WORK ZONE SIGN			ED	462	\$ 0.24	\$ 110.88
0102 74 1		CHANNELIZING DEVICE - TYPES I, II, DI, VP, DRUM, OR LCD			ED	1,562	\$ 0.11	\$ 171.82
0102 76		ARROW BOARD/ADVANCE WARNING SIGN, TEMPORARY			ED	70	\$ 6.86	\$ 410.50
0102 99		PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY			ED	28	\$ 9.95	\$ 278.60
0102 115		TYPE III BARRICADE			ED	105	\$ 0.31	\$ 32.55
0107 1		LITTER REMOVAL AND DISPOSAL (30 CYCLES)			AC	10.47	\$ 31.00	\$ 324.57
0107 2		MOWING (30 CYCLES)			AC	6.93	\$ 63.00	\$ 436.59
0570 1 2		STENOTAPHRUM SECUNDATUS - St. Augustine Sod			SY	1,118	\$ 6.50	\$ 7,267.00
0580 1 1		LANDSCAPE COMPLETE - SMALL PLANTS (INCIDENTAL)			LS			\$ 104,684.53
		MULCH, HARDWOOD			CY	60	\$ 40.00	\$ 2,400.00
		2 YEAR ESTABLISHMENT PERIOD MAINTENANCE (24% PLANT/IRRIGATION COST)			LS	1	\$ 102,284.53	\$ 102,284.53
0580 1 1		LANDSCAPE COMPLETE - SMALL PLANTS			LS			\$ 19,246.00
	CJD	CHRYSOBALANUS ICACO 'HORIZONTALIS', DWARF COCOPLUM, #3 GAL, 1.5x 1.5, 2 OC	Y	2	EA	128	\$ 21.00	\$ 2,688.00
	FG	FICUS MACROPHYLLA 'GREEN ISLAND', GREEN ISLAND FICUS, #3 GAL, 1.5x 1.5, 2 OC	N	3	EA	190	\$ 14.00	\$ 2,660.00
	HD	HAMELIA NODOSA, DWARF FIREBUSH, #3 GAL, 1.5x 2, 2 OC	Y	5	EA	20	\$ 14.00	\$ 280.00
	JR	JUNIPERUS PARSONII, PARSONS JUNIPER, #3 GAL, 1x 1.5, 2 OC	Y	3	EA	258	\$ 11.00	\$ 3,612.00
	MUH	MUHLENBERGIA CAPILLARIS, MUHLY GRASS, #3 GAL, 1.5x 1.5, NO CUT BACK PLANTS, 2.5 OC	Y	3	EA	245	\$ 14.00	\$ 3,430.00
	SAV	SCHEFFLERA ARBORICOLA 'TRINETTE', DWARF VARIEGATED SCHEFFLERA, #3 GAL, 1.5x 1.5, 2 OC	N	3	EA	99	\$ 14.00	\$ 1,386.00
	ZP	ZAMIA PUMILA, COONTIE, #3 GAL, 1.5x 2, 2 OC	Y	3	EA	173	\$ 30.00	\$ 5,190.00
0580 1 2		LANDSCAPE COMPLETE - LARGE PLANTS			LS			\$ 125,585.00
	CH	CHAMAEROPS HUMILIS, EUROPEAN FAN PALM, 7.5' OA X 7' SPRD, MULTI, MIN 7' TOTAL STEM FOOTAGE	N	15' (NF)	EA	9	\$ 750.00	\$ 6,750.00
	LI	LAGERSTROEMIA INDICA 'MUSKOGEE', LAVENDER CREPE MYRTLE, 14-16' OA X 6' SPRD, MULTI, LIMB UP 5'	N	25'	EA	12	\$ 800.00	\$ 9,600.00
	PEA	PTYCHOSPERMA ELEGANS, SOLITAIRE PALM, MIN 14' CT, SINGLE, MAX 4' CAL, MATCHED	N	25'	EA	15	\$ 875.00	\$ 13,125.00
	PHM	PHOENIX DACTYLIFERA 'MEDJOL', MEDJOL DATE PALM, 18-20' CT	N	50'	EA	2	\$ 6,075.00	\$ 12,150.00
	QV1	QUERCUS VIRGINIANA, LIVE OAK, 12' OA X 4' SPRD, 2' CAL	Y	50' (NF)	EA	4	\$ 590.00	\$ 2,360.00
	QV2	QUERCUS VIRGINIANA, LIVE OAK, 16' OA X 6' SPRD, 4' CAL	Y	50' (NF)	EA	6	\$ 1,650.00	\$ 9,900.00
	QV3	QUERCUS VIRGINIANA, LIVE OAK, 20' OA X 8' SPRD, 6' CAL	Y	50' (NF)	EA	2	\$ 2,850.00	\$ 5,700.00
	SP	SABAL PALMETTO, SABAL PALMETTO, 12', 18', 24' CT, SEE PLAN FOR SIZE	Y	50' (NF)	EA	26	\$ 400.00	\$ 10,400.00
	TR	THRINAX RADIATA, FLORIDA THATCH PALM, 8-10' OA, (1'-2' CT), FF, SL	Y	20' (NF)	EA	24	\$ 1,000.00	\$ 24,000.00
	VM	VEITCHIA MONTGOMERYANA, MONTGOMERY PALM, 18-24' OA (20-26' RANGE), SL, MIN 8 LC	N	45' (NF)	EA	12	\$ 1,275.00	\$ 15,300.00
0590 70		IRRIGATION SYSTEM			LS	1	\$ 281,354.55	\$ 281,354.55
0630 2 11		CONDUIT, FURNISH & INSTALL, OPEN TRENCH			LF	20	\$ 12.70	\$ 254.00
0630 2 12		CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE			LF	50	\$ 34.50	\$ 1,725.00
0715 1 12		LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6			LF	100	\$ 3.50	\$ 350.00
0715 1 13		LIGHTING CONDUCTORS, F&I, INSULATED, NO.4 - 2			LF	60	\$ 5.25	\$ 315.00
0715 7 11		LOAD CENTER, F&I, SECONDARY VOLTAGE			EA	1	\$ 17,900.00	\$ 17,900.00
								LANDSCAPE TOTAL: \$ 249,515.53
								IRRIGATION TOTAL: \$ 281,354.55
								ELECTRICAL TOTAL: \$ 22,233.00
								ANCILLARY TOTAL: \$ 98,155.81
								PROJECT TOTAL: \$ 651,258.89
								DIFFERENCE: \$ (205,640.89)

Design Concepts: Cost (Maintenance Estimate)

450677-1-52-01 SR 5 / US-1 from Silver Beach to Palmetto - Landscape Maintenance Estimate

Approximate Landscape Maintenance Activities, Units, & Cost

Item	Qty	Length	Man Hours/Qty	Rate	Freq/Year	Annual Total	Remarks
Hand weeding of Shrub Beds (SF)	6286		2 guys (\$35/hr) x 3 hours	\$ 225.00	12	\$ 2,700.00	Less extensive in winter months
Trimming of Shrub Beds (SF/LF)	6286	1275	1 guy (\$35/hr) x 3 hours	\$ 2.50	4	\$ 12,750.00	Less extensive in winter months. Estimate on High end due to several species not requiring pruning.
Fertilization (Palms Only, EA)	78		\$182 material + \$140 labor	\$ 910.00	2	\$ 1,820.00	Based on 78 palms x 7lb avg. each = 546lbs/40 =14 bags x \$55each = \$770 material + 2 guys (\$35/hr x 2 hrs) = \$140 labor (\$910 total)
Tree Pruning (Oaks and Non-Shedding Palms, EA)	86		2 guys (\$45*/hr) x 2.75 hours	\$ 1,161.00	1	\$ 1,161.00	Based on 86 trees, 0.15 hr/tree, (12.9 hrs, 2 guys (\$45/hr) = \$1,161.00 labor
Disease & Pest Control (LS)	As needed throughout site		As needed throughout site	\$ 100.00	12	\$ 1,200.00	Based on \$100/month - As needed, (Majority of pest & disease resistant)
Mulching (SF)	6286		As needed throughout site	\$ 1,086.62	1	\$ 1,086.62	1,571.5 CF of Mulch, 786 Bags per complete remulch. Every other year. 393 bags utilized per year, 2CF per bag @ \$2.68/bag = \$526.62 + 2 guys, 8 hrs, \$35/hr = \$560 (\$1,086.62 total per year)
Litter Removal (AC)	0.205		2 guys (\$35/hr) x 1 hour	\$ 150.00	12	\$ 368.60	Performed concurrently with mowing.
Mowing - Small Machine (AC)	0.205		3 guys (\$45/hr) x 4 hours	\$ 540.00	12	\$ 1,326.94	Based on 1 guy on small mower, 1 guy with edger, and 1 guy with blower (4hrs/each).
Irrigation Repairs and Testing (LS)	15206		2 guys (\$45/hr) x 4 hours +\$200 parts	\$ 560.00	4	\$ 2,240.00	Based on 2 guys x 4 hrs each @\$45/hr for performance testing. \$200 per quarter for parts.
Annual Cost						\$ 24,653.16	

NOTES:

All landscape will be maintained by installation contractor for 2 year after installation is complete, (the Town will not begin maintenance until the fall/winter of 2029).

Next Steps:

- As stated, the project requires maintenance commitments from Lake Park to move forward.
- The Town of Lake Park will need to sign a maintenance commitment letter, confirming the intent to maintain.
- FDOT and the consultant team will coordinate the design and species with the Town for final approval.
- An MMOA (Maintenance Agreement) will be developed based on those design preferences and requests and provided for Town/Council execution.
- If an MMOA is not executed, FDOT will move forward with Trees, Palms, and Sod only utilizing a standard drought tolerant roadway planting palette.

Thank You

Questions or comments?

Damaris Williams, PE
FDOT Project Manager
Damaris.Williams@dot.state.fl.us

Aaron Wilbur, PLA
Co-President I Project Manager
awilbur@Cotleur-hearing.com

March, 2026

Mary Taylor Comments

I am excited to learn more about the beautification project presented by the FDOT project Manager Damaris Williams and Aaron Wilbur, Landscape Architect. This is a great opportunity to update and showcase our Town with green segments similar to our neighboring communities. I have been here long enough to remember a time when this town was the envy of surrounding communities. Park Avenue was completely lined with tall swaying Palm Trees down to and into lovely Kelsey Park. Times changed, mistakes happened until we were left with a Main Street no one was proud of. Residential Park Avenue is not a highway or a street. It is the center, the entrance to this Town, *it is an Avenue*. I speak for myself, I am ashamed of the way the trees look along Park Avenue.....not the trees but the way they look! The Town planted the Black Olive Trees and took care of them, replaced them when needed for several years. then abandoned them. Why, I don't know, because I hear individuals say how much they love this Town, but have been unwilling to acknowledge that entire Park Avenue including residential, was part of the reason people started to notice the decline in Lake Park's desirability and reputation. Please consider upgrading, our Main Street, Park Avenue to coincide with the FDOT beautification project.

Memo

To: Mayor and Town Commission
From: Thomas J. Baird, Town Attorney
Date: March 4, 2026
Subject: Protocol for Non Quasi-Judicial Agenda Items
Cc: Richard Reade, Town Manager

This memo is intended to address the process and protocol for the discussion and action on voting for non-quasi-judicial items on the Agenda. It is necessary because the commission’s discussion on items seems to have increasingly become somewhat disjointed with discussion drifting into topics that are not relevant to the agenda item. Additionally it is necessary because there have been many instances where a motion and second have been made, but rather than the commission discussing the motion, it returns to questions of staff or on occasion members of the public.

- Town Manager or Designee presents Agenda Item
- Question or Presenter re the item
- Mayor solicits public comment
- Mayor ask for a Motion / 2nd
- Once Motion on the floor the discussion is limited to the Commission. Staff and public **ARE NOT PART** of the comments.
- Commission may seek direction form the Town Manager or Town Attorney
- Mayor or member of the Commission calls the Question
- All in Favor – AYE

E S T .
1 9 2 4

tbaird@
jonesfoster.com
561 650 8232 T
561 650 5300 F

4741 Military Trail
Suite 200
Jupiter
Florida 33458

March 4, 2026

Page 2

- Those opposed – NAY
- Next item – move on not backward
- Protocol for Quasi-Judicial Items – Code § 2-2, similar but more formal – Disclosures Ex Parte; sworn testimony

meeting Date 3/4/26

Item 6.

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

Name: Michael Steinhauser

Address: 435 Greenbriar

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

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

I would like to make comments on the following Non-Agenda Item(s):
Resident confidence in Commission
Decision Making

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



Public Comment on *Resident Confidence in Commission Decision Making*

Michael Steinhauer, 435 Greenbriar Dr. pipestone1992@gmail.com 608-332-5547 Private Resident /
Lake Park Society for the Advancement of Civic Engagement

Good evening Mr. Mayor and Commissioners,

I would like to share my experiences on how residents react to the alleged Sunshine Law violations related to the marina process. The apprehension has been passionate.

From the very beginning, many residents were already uneasy about the marina agreement — particularly the length of the leases and the long-term commitment of public waterfront property.

There were disagreements about the financial terms. There were concerns about whether the Town negotiated the best possible deal. Those are policy debates.

What has shifted the conversation now is the issue of transparency.

The Town is currently being sued for Sunshine Law violations related to the marina developer selection process. That fact alone has deeply unsettled many residents.

People are asking direct questions:

- Why is the Town being sued over how this decision was made?
- Why are there claims that transparency standards were not met?
- How did we arrive at a 99-year public land agreement that is now under legal challenge?

When a decision of this magnitude is tied to a Sunshine lawsuit, residents do not see it as just a technical legal issue, as some have described it.

They see it as a breakdown in transparency. That's upsetting.

It's not simply disagreement over policy. It's the reality that one of the most consequential decisions in our Town's history is now clouded by concerns about whether it was handled fully in the sunshine.

And when trust is shaken, the impact goes beyond one project. It affects how residents view every future redevelopment discussion, every major contract, every vote involving public land.

This is not about blame. That must be settled. It is now also about restoring confidence.

If there are serious concerns about both the financial terms and the integrity of the process, then the Town has an opportunity to now demonstrate leadership.

The Town can choose to ensure that going forward, whatever project is taken is done openly, clearly, and resident focused and driven.

Residents are not seeking conflict. They are looking for confidence.

And right now, that confidence needs to be rebuilt. Meet with us to find the path together. Thank you.

Meeting Date 3/4/26

Item 6.

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

Name: Larry Zabik
Address: 13398 Okeechobee Blvd RPB

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

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

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

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

Meeting Date 3/4/2020

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

Name: PETER BATTARIA ✓
Address: 720 LAKE SHORE DR

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

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

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

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

Meeting Date _____

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: _____

Address: _____

M. Taylor
209 Park Ave.

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

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

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

Active Law Suits

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

January 7, 2026 Lake Park Commission Comments by MARY TAYLOR

Good Evening Everyone,

I reside at 209 Park Ave. and I am a former LP Commissioner. I am greatly saddened by the accusations and subsequent lawsuits filed against the Town of Lake Park, one filed December 2025, by Forrest Development to enforce the P3 Marina agreement and another filed three weeks ago against the Town and former commissioners for having violated the Sunshine Law during meetings when P3 Marina agreements were made.

IF these costly lawsuits continue, Lake Park could suffer irrecoverable financial and reputational damage.

I am here to say “I believe there was never any intention to violate the Sunshine Law.” But, lack of intention doesn’t matter. The **Sunshine Law is No-Fault**. It doesn’t matter if the violation was done intentionally or by mistake, or by equipment failure. **Any decision made in violation of Sunshine Law is VOID.** The **result** is the same in that the residents and the public have no way of knowing how the decision to choose Forest Development was made.

If I were still a Commissioner, I would speak up, I would say, **“Commissioners did not intend to violate the Sunshine Law.”** **BUT “I must reject the P3 agreement made in violation of the Sunshine Law”**, *the Florida law that guarantees the public access to governmental proceedings, meetings and records.* I would **not** continue to negotiate an agreement that I know was made in violation of the Sunshine Law. If I continued negotiating I would be condoning and perpetuating a violation and I would expose myself to penalties for violating the oath I took as a Commissioner, and I would have **“NO Defense.”**

I would ask our attorney to do everything necessary to terminate the P3 agreement so that our present Town Administration and Commission could resume their regular responsibilities, move forward and **REGAIN RESPECT** from the citizens of Lake Park. Citizens deserve transparent, honest representation.

I want to thank Richard Reade and Tom Baird for their professionalism in navigating the Town through this turbulent and unsettled situation that they inherited from the last administration. The Town of Lake Park is fortunate to have these two distinguished men to guide us through these troubled times, and into a brighter future. Thank You!

meeting Date 3/4/26

Item 6.

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

Name: Brady Drew
Address: 538 Sabal Palm Dr

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

I would like to make comments on the following Agenda Item:
#6 - US1 Medians

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

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



meeting Date _____

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

Name: Mary Taylor
Address: 209 Park Ave

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

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

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

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

March, 2026

Mary Taylor Comments

I am excited to learn more about the beautification project presented by the FDOT project Manager Damaris Williams and Aaron Wilbur, Landscape Architect. This is a great opportunity to update and showcase our Town with green segments similar to our neighboring communities. I have been here long enough to remember a time when this town was the envy of surrounding communities. Park Avenue was completely lined with tall swaying Palm Trees down to and into lovely Kelsey Park. Times changed, mistakes happened until we were left with a Main Street no one was proud of. Residential Park Avenue is not a highway or a street. It is the center, the entrance to this Town, *it is an Avenue*. I speak for myself, I am ashamed of the way the trees look along Park Avenue.....not the trees but the way they look! The Town planted the Black Olive Trees and took care of them, replaced them when needed for several years. then abandoned them. Why, I don't know, because I hear individuals say how much they love this Town, but have been unwilling to acknowledge that entire Park Avenue including residential, was part of the reason people started to notice the decline in Lake Park's desirability and reputation. Please consider upgrading, our Main Street, Park Avenue to coincide with the FDOT beautification project.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Town Clerk's Office

Agenda Title: Appointment - Library Board - Mr. Shelby Lowe

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

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

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

Advertised:

Date: NA **Newspaper:** _____

Attachments: Application, Commission Letter, Nomination

Please initial one:

_____ Yes I have notified everyone

LW Not applicable in this case

Summary Explanation/Background:

The Town Clerk's Office received a Board Application from Mr. Shelby Lowe for re-appointment as a regular member on the Library Board and to serve a three year term. The Library Board has one (1) regular position and two (2) alternate positions available.

Mr. Lowe is currently serving as the Library Board Chair and prior to that served as the Vice Chair. He has received a nomination for re-appointment from Commissioner Linden.

To formally approve this re-appointment, the Town Commission is requested to provide a second to the nomination and provide a majority vote for the nominee to be re-appointed to the Board.

Mr. Lowe has indicated he will not be in attendance at the meeting.

Recommended Motion:

I move to re-appoint Mr. Shelby Lowe as a Regular Member to the Town of Lake Park's Library Board.



Office of the
Town Clerk

February 26, 2026

Commission-appointed Board Volunteer List:

On August 21, 2013 the Town Commission adopted Ordinance No. 10-2013 Board Nomination Process, which modified the self appointed process for filling vacancies on Commission-appointed boards.

In section 2-2112 (i) "Nomination for action on vacancies" states that the clerk shall prepare a list of volunteers, including members seeking reappointments. Below is the list of volunteers for Commission-appointed boards.

Re-Appointment applicant:

Mr. Shelby Lowe has applied for re-appointment to the Library Board as a regular member. The Library Board has one (1) regular membership and two (2) alternate memberships available.

A nomination to fill a vacancy may be made by any member of the Commission. For a nominee to be appointed or reappointed there must be a second and majority vote of the Commission.

If you have any questions regarding the volunteer list please contact the Clerk Office.

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3311
Fax: (561) 881-3314

www.lakeparkflorida.gov



The Town of Lake Park

Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents, and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified when your nomination to be on a board has been made.

Please print the following information:

Name: Lowe Shelby Levon
Last First Middle

Address: 929 Orange Dr.

Birthday: Month: 11 Day: 07

Telephone: home _____ work _____ cell (561) 436-2641

E-Mail Address shelbylowe@comcast.net

- Are you a resident of Lake Park Yes No
- Are you a non-resident business owner in Lake Park Yes No
- Are you a registered voter (Response to this question is not mandatory) Yes No
- Do you currently serve on a Town Board or Committee Yes No
If so, which one(s): Library Advisory Board
- Have you been convicted of a crime Yes No
If so, when? _____ where? _____

Please indicate your preference by number "1" through "3" of which board you wish to serve, with #1 being the most desired and #3 being the least desired.

<u>Active Boards:</u>			
<u>Choice #</u>	<u>Board</u>	<u>Choice #</u>	<u>Board</u>
<input type="checkbox"/> _____	CRA Board (Community Redevelopment Agency)	<input checked="" type="checkbox"/> <u>2</u>	Planning & Zoning/ Historic Preservation Board *
<input checked="" type="checkbox"/> <u>1</u>	Library Board		
<input type="checkbox"/> _____	Tree Board		

<u>Inactive Boards:</u>	
Code Compliance	Floodplain Management Committee
Harbor Marina Advisory Board	Construction Board of Adjustments & Appeals
	Stormwater Policy Steering Committee

Please note: Membership on these (*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (7)

535 Park Avenue, Lake Park, Florida 33403
Lake Park Board Application
561-881-3311

page 2

Your Name: _____

Please indicate the reason for your interest in your first and second choices:

I'm currently serving on the Library Advisory Board on renewing my membership. I've served on Planning/Zoning Board in the past.

Number of Meetings of the above boards you have attended in the past six months: 1

Your educational background: (High school, College, Graduate School or other training)

What is/was your profession or occupation: Consultant / Lobbyist

How long: 13 years

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee:

I've work in municipal government for over 20 years and have been an elected official.

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen:

I currently serve as the Chairman of the Library Advisory Board

Feel free to attach additional sheets if necessary. Also, please attach your resume, if available. Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.

I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:

Signature: Shelly Howel

Date: 2/20/26



Re: Library Board Member Application for Re-Appointment

From John Linden <jlinden@lakeparkflorida.gov>

Date Thu 2/26/2026 9:29 AM

To Laura Weidgans <lweidgans@lakeparkflorida.gov>

Cc Town Clerk <townclerk@lakeparkflorida.gov>

If no one has already done so, I would be glad to nominate Mr. Lowe.
John...

John L. Linden

Commissioner

Town of Lake Park

535 Park Avenue

Lake Park, FL 33403

Work: [\(561\) 881-3300](tel:5618813300)

Cell: [312-560-0110](tel:3125600110)

jlinden@lakeparkflorida.gov



* Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your email communications are therefore subject to public disclosure. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity, instead contact this office by phone. Florida State Statute Section 668.6076.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Town Clerk's Office

Agenda Title: Appointment - P&Z Board - Mr. Jon Buechele

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

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

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

Advertised:

Date: NA **Newspaper:** _____

Attachments: Application, Commission Letter, Nomination

Please initial one:

_____ Yes I have notified everyone

LW Not applicable in this case

Summary Explanation/Background:

The Town Clerk's Office received a Board Application from Mr. Jon Buechele for re-appointment as a regular member on the Planning & Zoning Board and to serve a three (3) year term. The Planning & Zoning Board has one (1) regular position and two (2) alternate positions available.

Mr. Buechele is currently serving as the Vice Chair of the Planning & Zoning Board. He has received a nomination for re-appointment from Vice Mayor Hensley.

To formally approve this re-appointment, the Town Commission is requested to provide a second to the nomination and provide a majority vote for the nominee to be re-appointed to the Board.

Mr. Buechele has indicated he will not be in attendance at the meeting.

Recommended Motion:

I move to re-appoint Mr. Jon Buechele as a Regular Member to the Town of Lake Park's Planning & Zoning Board.



Office of the
Town Clerk

March 17, 2026

Commission-appointed Board Volunteer List:

On August 21, 2013 the Town Commission adopted Ordinance No. 10-2013 Board Nomination Process, which modified the self appointed process for filling vacancies on Commission-appointed boards.

In section 2-2112 (i) "Nomination for action on vacancies" states that the clerk shall prepare a list of volunteers, including members seeking reappointments. Below is the list of volunteers for Commission-appointed boards.

Re-appointment applicant:

Mr. Jon Buechele has applied for re-appointment to the Planning and Zoning Board as a regular member. The Planning & Zoning Board currently has one (1) regular positions available.

A nomination to fill a vacancy has been made by Vice Mayor Hensley. For a nominee to be appointed or reappointed there must be a second and majority vote of the Commission.

If you have any questions regarding the applicant, please let us know.

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3311
Fax: (561) 881-3314

www.lakeparkflorida.gov



The Town of Lake Park

Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents, and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified when your nomination to be on a board has been made.

Please print the following information:

Name: Buechele Jon A.
Last First Middle

Address: 308 Foresteria Drive Lake Park, FL 33403

Birthday: Month: 01 Day: 18

Telephone: home N/A work 561-345-2815 cell 561-516-2677

E-Mail Address jonmonavie@hotmail.com

	Yes	No
Are you a resident of Lake Park	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you a non-resident business owner in Lake Park	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are you a registered voter (Response to this question is not mandatory)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you currently serve on a Town Board or Committee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If so, which one(s): <u>Planning & Zoning Board</u>		
Have you been convicted of a crime	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If so, when? <u>1985 & 1993</u> where? <u>Palm Bch. County - Traffic offenses</u>		

Please indicate your preference by number "1" through "3" of which board you wish to serve, with #1 being the most desired and #3 being the least desired.

<u>Active Boards:</u>			
<u>Choice #</u>	<u>Board</u>	<u>Choice #</u>	<u>Board</u>
<input type="checkbox"/>	CRA Board (Community Redevelopment Agency)	<input checked="" type="checkbox"/>	Planning & Zoning/
<input type="checkbox"/>	Library Board		Historic Preservation Board *
<input type="checkbox"/>	Tree Board		

<p>Inactive Boards:</p> <p>Code Compliance</p> <p>Harbor Marina Advisory Board</p>	<p>Floodplain Management Committee</p> <p>Construction Board of Adjustments & Appeals</p> <p>Stormwater Policy Steering Committee</p>
--	---

Please note: Membership on these (*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (7)

535 Park Avenue, Lake Park, Florida 33403
Lake Park Board Application
561-881-3311

Your Name: Jon Buechele

Please indicate the reason for your interest in your first and second choices:

To continue serving as the Vice-Chairman of
the P&Z Board.
* Community Interest

Number of Meetings of the above boards you have attended in the past six months: _____

Your educational background: (High school, College, Graduate School or other training)

East Brady High School - East Brady, Pa.
Clarion State College - Clarion, Pa.

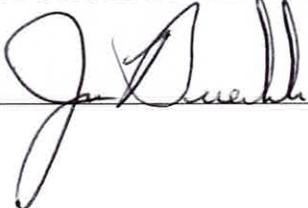
What is/was your profession or occupation: Owner / Private Investigations Agency
How long: 20 years Clarion Investigative Services

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: Excellent at researching & investigating

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: Has actively been sitting on the
Lake Park P&Z Board for the past 7 years

Feel free to attach additional sheets if necessary. Also, please attach your resume, if available. Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.

I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:

Signature:  Date: 3-13-2026



Re: Nomination needed for Planning & Zoning Board applicant

From Michael Hensley <mhensley@lakeparkflorida.gov>

Date Fri 3/13/2026 2:32 PM

To Laura Weidgans <lweidgans@lakeparkflorida.gov>

I nominate

Sent from my iPhone

On Mar 13, 2026, at 1:54 PM, Laura Weidgans <lweidgans@lakeparkflorida.gov> wrote:

Good afternoon,

We received an application from Jon Buechele for re-appointment to the Planning & Zoning Board. He is currently serving as the Vice Chair. Does anyone wish to nominate Mr. Buechele? His application is attached for your review.

Laura Weidgans

Deputy Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
561-881-3311

<Outlook-2315jd5l.png>

Please Note: Florida has a very broad public records law. Written communications regarding Town business are public records available to the public upon request. Your email communications are therefore subject to public disclosure. If you do not want your email released in response to a public records request, do not send electronic mail to this entity, instead contact this office by telephone. Section 688.6076 F.S.

<Lake Park Application.pdf>



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Public Works

Agenda Title: Resolution 18-03-26 - Agreement - Kelsey Park Fitness Trail Equipment Replacement (ITB #101-2026) - Bliss Products & Services - \$92,155

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

Cost of Item: Grant: \$41,558.00
Town: \$50,597.00

Funding Source: Public Improvement Fund & CDBG Grant

Account Number: [Grant 301-541-301-63823
Town 160-559-160-64100]

Finance Signature: Barbara A. Gould

Advertised:

Date: 12/28/2025 **Newspaper:** Palm Beach Post

- Attachments:**
- 1) Resolution and Agreement for the Execution with Bliss Products & Services, Inc.
 - 2) ITB #101-2026 Kelsey Park Fitness Trail Equipment Replacement
 - 3) Bliss Products & Services, Inc. Bid Proposal Submittal
 - 4) Resolution 57-09-25 (Fitness Trail and Equipment Replacement)

Please initial one:

____ Yes, I have notified everyone.

XX Not applicable in this case

Summary Explanation/Background:

The Public Works Department, in coordination with the Special Events Department, has identified the need to replace aging and deteriorated outdoor fitness trail equipment at Kelsey

Park East, located at 701 Lake Shore Drive, to enhance public safety, improve usability, and maintain the quality of park amenities available to residents and visitors.

Pursuant to Town Commission approval under Resolution 57-09-25, adopted on September 3, 2025, and because this project is funded in part through the Community Development Block Grant Program, the Town administered the procurement and proposed contract award in accordance with Section D, Procurement and Construction, of the applicable grant agreement. These requirements include compliance with Title 2 of the Code of Federal Regulations, Parts 184 and 200, as well as competitive advertisement of the bid package in accordance with Section 255.0525, Florida Statutes.

Accordingly, the Town issued an Invitation to Bid ITB #101-2026 for the Kelsey Park Fitness Trail Equipment Replacement project in accordance with the Town's Procurement Policy. The solicitation was publicly advertised, bid documents were made available to prospective bidders, and bids were received in accordance with the time and manner prescribed in the bid documents.

Bid submissions were received and publicly opened on Friday, January 30, 2026, at 2:00 p.m. Five (5) bids were received for this project. The total base bid results were as follows:

1. **Bliss Products & Services Inc, \$92,155.00**
2. Florida Recreational Products LLC, \$114,767.00
3. Creative Contracting Group, \$133,300.00
4. Lanier Plans Inc dba KorKat, \$149,690.72
5. Sport Surfaces LLC, \$176,341.73

Based on the bids received, Bliss Products & Services, Inc. submitted the lowest responsive base bid of \$92,155.00. The Public Works Department therefore recommends that the Town agree with Bliss Products & Services, Inc. for the Kelsey Park Fitness Trail Equipment Replacement project in that amount.

The bid proposal submitted by the recommended vendor also included an alternate for engineered mulch for \$25,372.00; however, that alternate is not being recommended for award or consideration at this time.

The proposed purchase would follow the Town of Lake Park's Procurement Policy - Sec. 2-246. Thresholds for the procurement of goods and services:

The town commission hereby establishes \$35,000 as the threshold at which a formal competitive solicitation process shall be used, unless as otherwise provided for herein. A formal competitive solicitation process shall be employed for all invitations to bid, request for proposals, request for qualifications, or request for information. When employing these formal competitive solicitations, the invitation or request shall be published such that it is available simultaneously to all Offerors and shall include the time and date for the town's receipt of bids, proposals, and replies. All formal competitive solicitations shall include provisions relating to compliance with the regulations of the Palm Beach County Office of Inspector General.

Note: Various documents related to this ITB process are either attached and/or available for review by contacting the Town Clerk's Office, including ITB #101-2026 and published addenda, as required.

In addition, because the project is funded in part with Community Development Block Grant funding, the procurement process and proposed contract award were undertaken in compliance with all applicable grant requirements, including federal procurement standards, Davis-Bacon and Related Acts wage requirements applicable to construction activities, and Buy America Act considerations, as outlined in the solicitation documents.

Total project funding of \$92,155.00 is available: \$41,558.00 from Community Development Block Grant funding and \$ 50,597.00 from funding approved within the Town's Fiscal Year 2026 Budget.

If approved, the Town Commission would accept the pricing submitted by Bliss Products & Services, Inc., together with the terms and conditions outlined in its bid proposal and the final agreement documents. The Town shall not expend more than the amount budgeted and approved for this project.

The proposed agreement was prepared by the Public Works Director and the Project Manager, Capital Projects, and reviewed by the Grant Writer/Chief Public Information Officer, the Special Events Director, the Finance Director, and the Town Attorney.

The Town has not previously contracted with Bliss Products & Services, Inc.; however, the firm was determined to be the lowest responsive bidder through the Town's formal competitive procurement process.

Recommendation:

I move to approve Resolution 18-03-26 and authorize the Town to enter into an Agreement with Bliss Products & Services, Inc. for the Kelsey Park Fitness Trail Equipment Replacement project in the amount of \$92,155.00, and further authorize the Mayor to execute the Agreement.

RESOLUTION NO. 18-03-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH BLISS PRODUCTS & SERVICES, INC., TO PROVIDE PROFESSIONAL CONTRACTING SERVICES FOR THE KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT PROJECT, AND PROVIDING FOR AN EFFECTIVE DATE.

WITNESSETH THAT:

WHEREAS, the Town is a municipality with such powers and authority as is enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town, in the interest of Public Safety has determined a need to replace the aging and decaying outdoor fitness equipment at the Kelsey Park East located at 701 Lake Shore Drive. (the Services); and

WHEREAS, the Town discussed the equipment type with the town Special Events and Recreation Department to determine the best use of the available funding for this park improvement, and

WHEREAS, Town staff prepared bid documents and issued an Invitation to Bid (ITB #101-2026) for the solicitation of bid pricing proposals for the fitness equipment replacement work, and

WHEREAS, on Thursday, January 30, 2026, the Town received five (5) bid proposals in response to the ITB and after review and evaluation of the bid submittals, Bliss Products & Services, Inc., was determined to be the responsible and responsive low bid proposal submission in the amount of \$92,155.00.00, for the fitness equipment replacement work. The Alternate #1 price of \$25,372.00 for the engineered mulch work; is not accepted by the Town and therefore the Alternate #1 work will not be included in the work scope of this agreement, and

WHEREAS, the Town Manager has recommended to the Town Commission that the Town enter into the Agreement with the Contractor, for the Services.

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

Scope of Services – The Vendor, Bliss Products & Services, Inc. shall perform the Professional Contracting Services described in this agreement, and incorporated herein.

Term – This Agreement shall commence on March 04, 2026 and remain in effect for the project duration as described and incorporated herein, unless terminated earlier in accordance with this Agreement.

Compensation – The Town shall pay Bliss Products & Services, Inc. \$92,155.00, as set forth in Agreement.

Public Records Compliance – The Vendor shall comply with Florida’s Public Records Law as outlined in Chapter 119, Florida Statutes.

**AGREEMENT
FOR THE KELSEY PARK FITNESS EQUIPMENT REPLACEMENT
PROJECT**

THIS AGREEMENT FOR THE KELSEY PARK FITNESS EQUIPMENT REPLACEMENT (AGREEMENT) is made and entered into this 4th day of March 2026, by and between the Town of Lake Park, a municipal corporation of the State of Florida, having an address of 535 Park Avenue, Lake Park, Florida, 33403 (“Town”) and Bliss Products & Services, Inc. having an address of 6831 S. Sweetwater Road, Lithia Springs, GA 30122, (“Contractor”).

WITNESSETH THAT:

WHEREAS, the Town is a municipality with such powers and authority as is enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town, in the interest of Public Safety has determined a need to replace the aging and decaying outdoor fitness equipment at the Kelsey Park East located at 701 Lake Shore Drive. (the Services); and

WHEREAS, the Town discussed the equipment type with the town Special Events and Recreation Department to determine the best use of the available funding for this park improvement, and

WHEREAS, Town staff prepared bid documents and issued an Invitation to Bid (ITB #101-2026) for the solicitation of bid pricing proposals for the fitness equipment replacement work, and

WHEREAS, on Thursday, January 30, 2026, the Town received five (5) bid proposals in response to the ITB and after review and evaluation of the bid submittals, Bliss Products & Services, Inc., was determined to be the responsible and responsive low bid proposal submission in the amount of \$92,155.00.00, for the fitness equipment replacement work. The Alternate #1 price of \$25,372.00 for the engineered mulch work; is not accepted by the Town and therefore the Alternate #1 work will not be included in the work scope of this agreement, and

WHEREAS, the Town Manager has recommended to the Town Commission that the Town enter into the Agreement with the Contractor, for the Services.

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

1. The above stated recitals are true and correct, and are incorporated herein.

2. TERM AND OPTIONS

This term of the Agreement shall commence at upon its completed execution. Work shall not commence before the issuance of a notice to proceed from the Town of Lake Park. Project duration shall be as stipulated in the ITB documents.

3. COST OF SERVICES

The agreed-upon and agreement contract price to complete the work for the Kelsey Park Fitness Equipment Replacement work shall be **\$92,155.00**, as per the Bliss Products & Services, Inc., bid proposal submitted in response to ITB #101-2026.

The pricing includes a Base Bid amount of \$92,155 for fitness equipment replacement work (schedule of bid items 1 through 7);

The Base Bid amount does include an allowance of \$5,000.00 for building permit fees and a \$10,000.00 contingency allowance for items determined by the Town. Both of the allowances (totaling \$15,000.00), are included as part of the base bid amount and these allowance amounts are to be used at the owner's discretion; all unused amounts will be returned to the owner.

The Agreement **does not** include the Alternate #1 price of \$25,372.00 for the furnishing and installation of engineered mulch at the fitness trail.

4. LAWS AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Contractor shall comply with all federal, state, and local laws in the performance of this Agreement.

5. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications necessary to perform the Services, and shall obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the Services to be provided. Damages, penalties, and/or fines incurred by or imposed on the Town or Contractor for failure to obtain and maintain any required licenses, certifications, permits, and/or inspections shall be the responsibility of the Contractor.

6. SUBCONTRACTING

The Contractor shall not subcontract any portion of the work required by this Agreement without the prior written consent of the Town. Subcontracting without the prior consent of the Town shall constitute a material breach of the Agreement and may result in termination of the Agreement.

7. ASSIGNMENT

The Contractor shall not assign or transfer the Agreement, including any rights, title, or interest therein, or its power to perform the Services of this Agreement to any person, company, or corporation without the prior written consent of the Town. Assignment without the prior consent of the Town may result in termination of the Agreement.

8. RESPONSIBILITIES AS EMPLOYER

The employees of the Contractor shall be considered to be at all times its employees, and not an employees or agents of the Town. The Contractor shall provide physically competent employees capable of performing the work and licensed or certified as may be necessary to perform the Services. The Town may require the Contractor to remove any employee the Town deems to be unacceptable. All employees of the Contractor shall wear proper identification at all times while on Town properties.

It is the Contractor's responsibility to ensure that all its employees and any approved subcontractors comply with the employment regulations required by the United States Department of Homeland Security. The Town shall have no responsibility to check or verify the legal immigration status of any employee of the Contractor.

9. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the Town and its elected and appointed officers, employees, and agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Town or its elected or appointed officers, employees, or agents may incur as a result of any claims, fees, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall be responsible for paying all claims and losses, or fees in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature against the Town, for its negligence, act or omission, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit its responsibility to indemnify, keep and save harmless, and defend the Town or its elected and appointed officers, employees, and agents.

The Contractor shall have and maintain during the term insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the state of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Town shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates of insurance, including if requested by the Town policies or copies of policies by the Town or by any of

its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town.

The selected Contractor must submit a current Certificate of Insurance, naming the Town as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Town upon expiration.

The selected Contractor shall provide insurance coverage as follows:

- a. WORKERS' COMPENSATION INSURANCE in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than (\$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.
- b. GENERAL LIABILITY INSURANCE with each occurrence limits of not less than \$1,000,000.
- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than \$500,000 per claim.

10. MODIFICATION OF AGREEMENT

The Agreement may only be modified by the mutual consent, as evidenced by a written amendment to the Agreement.

11. PAYMENTS

Application for payments shall be sent to the Public Works Department,

"Attention: Public Works Accounts Payable"
 Kelsey Park Fitness Equipment Replacement
 Project #101-2026
 640 Old Dixie Highway,
 Lake Park, Florida 33403,

Public Works will ensure that each application for payment is review for accuracy and then authorize the payment by the Town's Finance Department, the pay application or invoice, or the return of an unacceptable pay application or invoice to submitter for revisions.

All applications for payment, with the exception of the application for FINAL payment shall reflect 10% retainage of the total value of work completed.

Each pay period shall be one calendar month ending on the last day of the month. The application shall be submitted on the 25th day of the month for the period covered.

12. TERMINATION FOR CONVENIENCE

The Town, at its sole discretion, reserves the right to terminate this Agreement for convenience and without cause upon providing 60 days advance written notice to the Contractor. Upon receipt of such notice, the Contractor shall not continue to provide the Services unless the Town shall have provided written authorization.

13. TERMINATION BY CONTRACTOR

The Contractor may terminate the Agreement before the expiration of the Term provided it gives 90 days written notice of its intention to do so. In the event of termination by Contractor, the Town may procure the required goods and/or services from any source and use any method deemed in its best interest to provide the Services. All re-procurement costs shall be borne by the Contractor.

14. ACCESS AND AUDIT OF RECORDS

The Town reserves the right to require the Contractor to submit to an audit by an auditor of the Town's choosing at the Contractor's expense of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours, or at such other places as mutually agreed to by the Town and Contractor.

The Contractor shall retain all records pertaining to this Agreement, and upon request, make them available to the Town 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 Town to ensure compliance with applicable accounting and financial standards.

15. OFFICE OF THE INSPECTOR GENERAL

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

16. BINDING EFFECT

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and authorized assigns.

17. SEVERABILITY

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

18. GOVERNING LAW AND VENUE

The enforcement of this Agreement shall be governed by and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida.

19. ATTORNEY'S FEES

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.

20. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Town complies with all laws of prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority and female-owned businesses to participate.

During the performance of this Agreement, Contractor shall not discriminate or permit discrimination in its hiring practices or in its performance of the Agreement. The Contractor shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the state of Florida, Palm Beach County and the federal government.

The Contractor further acknowledges and agrees to provide the Town with all information and documentation that may be requested by the Town from time to time regarding the solicitation, selection, treatment, and payment of approved subcontractors, suppliers, and vendors in connection with this Agreement.

21. CONTRACT TIME

The contractor shall submit shop drawings for all products and materials to the Public Works Department within fifteen (15) business days of receipt of a Town Purchase Order.

Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced.

The number of days within which the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

The contract time is currently set at 120 calendar days to substantial completion, plus 30 days to final completion from the date of contract time commences.

(150 days' total contract time).

22. MINIMUM WAGE REQUIREMENTS

The Contractor shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this Agreement. The following wage decision shall apply:

General Decision Number: FL 20250130 12/12/2025

Superseded General Decision Number: FL 20240130

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida

As part of the Davis Bacon Act requirements for this project, the Contractor will be required to submit weekly Certified Payrolls for the contractor labor hours and subcontractor labor hours spent on the project. Palm Beach County Department of Housing & Economic Development (PBC-DHED), will provide access to the "Elations Payroll Reporting System" for up-load of Certified Payroll information.

23. GENERAL COMPLIANCE WITH FEDERALLY FUNDED PROJECTS

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

24. USE OF ASBESTOS

The use of asbestos containing materials is prohibited for this project.

25. ENTIRE CONTRACT

This Contract, the Invitation to Bid (ITB), including all exhibits, embodies the entire Contract and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous contract and understandings oral or written, relating to said subject matter. This Contract may only be modified by written amendment executed by the Town and the Contractor.

26. SCOPE OF WORK

Kelsey Park Fitness Trail Equipment Replacement SCOPE OF WORK

The Kelsey Park Fitness Trail Equipment Replacement Project includes the furnishing and installing of eleven (11) new fitness stations, featuring ADA- Compliant strength and cardio fitness equipment.

Additionally, the project includes furnishing and installing an ADA compliant walk/jog fitness trail pathway surface between the fitness stations. Provide new signage for workout guidance and rules for equipment and Park use.

Project Administration:

- Park is to remain open. Contractor to provide barricades / cones / caution ribbon as required to provide maintenance of pedestrian traffic during construction operations.
- Contractor shall secure building permit before commencing with work; contractor with assistance from Town of Lake Park staff, will prepare project permit package.
- Contractor shall provide on-site port-o-let (or equal) sanitary facilities for workers.
- Project site has standard duty 120-V electrical outlet for use by contractor.
- There is no potable water available on-site.
- This project is partially funded by a Federal Community Development Block Grant, therefore, Davis Bacon wage rates will apply.
- Contractor will be required to submit weekly Certified Payrolls for the duration of the project.
- Contractor will be required to provide and maintain the following Job-Site Posters:
 - 1 WH-1312 Poster
 - 2 Copy of Applicable Wage Decision for Project
 - 3 Workers Rights Poster
 - 4 Contractors Contact Information
- Furnish insurance, performance bond and payment bond (**this bond requirement applies only if bid price exceeds \$100,000.00**)
- Attend meeting with Palm Beach County Department of Housing and Economic Development for Davis Bacon requirements. Subcontractors shall also attend. Submit Davis Bacon paperwork.
- Provide copies of Manufacturer's Certification of playground installer
- Provide a copy of playground equipment Manufacturer's Warranty
- Play equipment engineering drawings (shop drawings shall be signed/sealed by qualified professional with calculations showing wind load design criteria for approval by the Town before any play equipment is ordered.
- All contractors working on the site must be registered to work in the Town.
- Contractor shall provide sod around any area where damaged has occurred due to the contractor's staging or construction disturbance.
- Contractor shall exercise care so as not to damage existing grass, walks, or other Town property during the performance of its contract. Contractor shall repair or replace any damaged grass or material should damage occur during construction.

- Close- out submittals, including all documentation needed to satisfy Davis Bacon requirements will be required at completion of project.
- **Any references to brand names in the bid document are for informational and reference purposes.**

Contractor Mobilization:

- Park is to remain open. Contractor to provide barricades / cones / caution ribbon as required to provide maintenance of pedestrian traffic during construction operations.
- Contractor shall secure building permit before commencing with work; contractor with assistance from Town of Lake Park staff, will prepare project permit package.
- Contractor shall provide on-site port-o-let (or equal) sanitary facilities for workers.
- Project site has standard duty 120-V electrical outlet for use by contractor.
- There is no potable water available on-site.
- This project is partially funded by a Federal Community Development Block Grant, therefore, Davis Bacon wage rates will apply.
- Contractor will be required to submit weekly Certified Payrolls for the duration of the project.
- Contractor will be required to provide and maintain the following Job-Site Posters:
 - 1 WH-1312 Poster
 - 2 Copy of Applicable Wage Decision for Project
 - 3 Workers Rights Poster
 - 4 Contractors Contact Information

Demolition

- Dismantle and remove existing fitness equipment including foundations in preparation of new fitness equipment installation.
- Remove demolished equipment and foundation materials from site and dispose in proper method.

Grading:

- Grade ground area surrounding new fitness equipment to provide a stable and level ground under and around the newly installed fitness equipment.
- Grade, backfill, fill and compact any ground depressions, low spots or high spots. (*i.e. grade deviations resulting from existing equipment removal, from equipment foundation removal or from wear and use of previous equipment.*)

Irrigation Repair:

- Repair any damaged irrigation lines or sprinkler heads as a result of the demolition work and or the new equipment installation work.

New Fitness Equipment:

Furnish and install the following new Fitness Equipment:

- Captains Chair (In-ground mount) 1 each
- Roman Chair Squat 1 each
- Step-up Fitness Station 1 each
- Sit-up Station 1 each
- Knee Lift Station 1 each
- Chin-up (Accessible, In-ground mount) 1 each
- Push-up (Hi – Lo; In-ground mount) 1 each
- Combo Fitness Hub (In-ground mount) 1 each
- Fitness Overhead Ladder 1 each
- Assisted Functional Trainer 1 each
- Skill Trainer 1 each

Includes:

- Signed and Sealed Engineering for Fitness Equipment and installation requirements.
- Freight delivery to project site and off-load.
- Equipment manufacturing shall include a “Coastal” corrosion resistant paint application.
- “Certified” playground equipment installation with 3 year warranty.

Signage:

- Fitness Sign Post with sign plate for instructional sticker (sticker included) 11 each

ADA Compliant Safety Mulch at Fitness Trail Pathway:

- **Specification for Engineered Wood Fiber Mulch**

PART 1 – GENERAL

Work Details

The work specified in this section consists of the installation of Engineered Wood Fiber (basis of design is GT Impax Engineered Wood Fiber Mulch or equal) in accordance with these specifications, and in conformity with the dimensions and notes shown in the plans.

Quality Assurance and Compliance Details

Accessibility of Surface Systems - ASTM F1951-08: Determination of accessibility of surface systems under and around playground equipment.

Impact Attenuation - ASTM F1292-04: Impact attenuation of surface systems under and around playground equipment.

Standard for Engineered Wood Fiber - ASTM F2075-04: Minimum characteristics for those factors that determine particle size, consistency, purity and ability to drain.

IPEMA Certification: Manufacturer must provide proof of certification. “In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer’s certification of conformance to ASTM F1292-04 and ASTM F2075-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org.”

PART 2 – MATERIAL DATA

Product is manufactured of a ground wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 2” in length and no more than 15% fines to aid in compaction.

Product to have minimal bark and to be free of twigs, leaf debris and other organic material.

Product depth, after installation, must be in accordance with the procedure described in ASTM F1292 and meet guidelines for critical height as set forth by the Consumer Product Safety Commission for use of wood products for protective surfacing.

PART 3 – SUB-BASE TYPES & DETAILS

Engineered Wood Fiber may be installed over compacted earth. If it is deemed that additional drainage is necessary; a layer of gravel can also be a suitable substrate.

PART 4 – SITE PREPARATION AND REQUIREMENTS

For in-ground (i.e. on grade) installations, excavate area to proper depth (12 in. for 12 in. system, 8 in. for 8in. system).

Both in-ground and above-ground systems must be properly graded. A (1) percent grade is recommended for proper drainage. engineered wood fiber systems should not be installed on grades exceeding 10 percent. Substrate (for both in-ground and above-ground systems) must be firmly compacted, especially when additional fill material has been provided. The substrate should be free of stones, roots and other vegetation.

PART 5 – INSTALLATION

Fitness / Play Equipment Manufacturer recommends that all materials provided by Playground Manufacturer, including product data, specifications, installation instructions and maintenance procedures, as well as all site-specific plans, instructions and specifications, be reviewed by and inspected for compliance.

Further, purchaser should determine and specify fall heights and equipment use zones as required by the Consumer Product Safety Commission’s *Handbook for Playground Public Safety*, applicable ASTM standards, and state and local codes and regulations.

Installation Instructions

1. Install Fitness / Play equipment
2. Install applicable drainage system, if required.

If gravel drainage is used, place 3 in. of drainage gravel on a layer of geotextile fabric. The lower end of the site should be connected to drainage to channel collected water away from the site. Overlap all seams a minimum of 3 in. Slit fabric to fit around equipment uprights. Where possible, overlap all slits with next piece of fabric.

Cover drainage system (either manufactured drainage or gravel) or earth substrate with geotextile fabric. Overlap all seams a minimum of 3 in. Slit fabric to fit around equipment uprights. Where possible, overlap at slits with next piece of fabric.

3. Install the engineered wood fiber to the proper depth; extra materials will be provided to allow for compaction.. Install all the material delivered and please note that the surfacing will be several inches above grade until it compacts. Engineered wood fiber needs to be compacted in order to be considered handicapped accessible. This can be achieved over time and usage, or with a mechanical compactor. Saturating the initial load with water will help with compaction.
4. For a smooth finished surface, hand rake. After two weeks of active use, surface should be raked again.
 - *Periodical adjustments of engineered wood fiber are required under slides, swings and other concentrated use zones.*

WARNING: Failure to maintain engineered wood fiber at the initial installation depth may result in an injury and void your warranty.

Plans, Sketches and Related Documents that are included as part of this agreement are as follows:

- Invitation to Bid Documents (ITB #101-2026 Kelsey Park Fitness Equipment Replacement)
 - Including:**
 - EXHIBIT A(1): Federal Requirements Construction – **Part 1 – General Requirements**
 - EXHIBIT A(2): Federal Requirements Construction – **Part 2 – DBRA 2023-0717 Compliance**
 - EXHIBIT B: Davis Bacon Wage Decision (Applicable to this project)
 - EXHIBIT C: Environmental Review Results
- Addendum #1
- Addendum #2
- Addendum #3
- Bid Proposal submitted by Bliss Products & Services, Inc. in response to ITB #101-2026

27. PUBLIC RECORDS

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

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon the request of the Town's custodian of public records, provided the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contactor/Vendor 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 Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.

e. IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

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, MMC
Town Clerk

By: _____
Roger D. Michaud, Town Manager

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 4th day of March 2026 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

Bliss Products & Services ^{INC} ~~LLC~~

Officer: _____ *Greg Bliss*

Title: GREGG BLISS, PRESIDENT

Date: 24 FEB 26

BID DOCUMENTS

TOWN OF LAKE PARK
535 Park Avenue
Lake Park, FL 33403



PROJECT:

Kelsey Park Fitness Trail Equipment Replacement

Kelsey Park at Lake Shore Drive
Lake Park, FL 33403

Invitation to Bid #101-2026

Date of Bid Advertisement:	Sunday, December 28, 2025
Post Bid Documents on DemandStar	Monday, December 29, 2025
No Scheduled Pre-Bid Meeting:	Nothing Scheduled at this time
Questions Submit-by Date:	Friday, January 16, 2026, 4:00 PM
Bid Due Date:	Friday, January 30, 2026 at 2:00 PM

All times Eastern Standard Time.

PROJECT DATA

Project Title: Kelsey Park Fitness Trail Equipment Replacement
Town of Lake Park, Florida

Project Number: Town Bid No. 101-2026

Project Location: Kelsey Park at Lake Shore Drive
Lake Park, FL 33403

Project Owner: Town of Lake Park

Town Commission: Roger Michaud, Mayor
Michael J. Hensley, Vice Mayor
John Linden, Commissioner
Michael O'Rourke, Commissioner
Judith Thomas, Commissioner

Owner's Representative: Richard Reade
Town Manager
535 Park Avenue
Lake Park, Florida 33403
Phone: (561) 881-3304
Fax: (561) 881-3314

Project Manager: John Wille
Capital Projects Manager
650 Old Dixie Highway
Lake Park, Florida 33403
Phone: (561)881-3345
Fax: (561)881-3349

END OF PROJECT DATA

TABLE OF CONTENTS

Page	1	Cover Page
Page	2	Project Data
Page	3	Table of Contents
Pages	4	Notice to Bidders
Pages	5	Bid Submittal Requirements
Page	6 - 8	Bidders Understanding
Pages	9 - 17	Instructions to Bidders
Pages	18 - 24	Contract Agreement Information
Pages	25 - 36	Scope of Work
Pages	37 – 55	Bid Forms
Page	56	Reference to EXHIBIT A
Page	57	Reference to EXHIBIT B
Page	58	Reference to EXHIBIT C

EXHIBIT A(1): Federal Requirements Construction – **Part 1 – General Requirements**

EXHIBIT A(2): Federal Requirements Construction – **Part 2 – DBRA 2023-0717 Compliance**

EXHIBIT B: Davis Bacon Wage Decision (Applicable to this project)

EXHIBIT C: Environmental Review Results

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting bids for:

TOWN OF LAKE PARK, FLORIDA
KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT
Invitation to Bid No. 101-2026

The Town has an on-going desire to implement strategies and work efforts that will improve the Town, its assets and the overall quality of life for its residents and visitors.

The Town of Lake Park is the recipient of grant funding from Palm Beach County for the purpose of replacing and improving the Fitness Trail and related Exercise Equipment at Kelsey Park.

The purpose of this solicitation is for the Town to secure a vendor that can furnish and install the specified fitness trail exercise equipment and provide new mulch for the trail length.

The project is located at Kelsey Park along the east side of Lake Shore Drive in Lake Park, Florida 33403.

This project is funded in part by a federally resourced CDBG grant. The procurement process and contract award for all goods shall be in compliance with the Town's Procurement Code, also with 24 CFR Part 200 of the Federal Procurement Code and all procurement regulations applicable to CDBG funding.

This project is partially funded by a COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) administered through Palm Beach County Department of Housing and Economic Development via funds of the US Department of HUD, and that Davis-Bacon & Related Acts, including wage rates, will apply to all construction work performed on this project. Small, women owned, minority, Section 3 companies, and/or disadvantaged businesses are encouraged to bid on this project. The project strives to meet the requirements of Build America, Buy America Act (2 CFR Part 184) and the Uniform Administrative Requirements (CFR Part 200).

Project Documents

Bid documents will be available through EUNA OpenBids (dba: Demandstar) beginning: **Monday, December 29, 2024, at 10:00 a.m. EST**, at www.demandstar.com

Bid Response

Bid responses are to be submitted and received digitally to EUAN OpenBids via www.demandstar.com or may be submitted via hardcopy to the Lake Park Town Clerks Office at 535 Park Avenue, Lake Park, Florida.

Bid submittals will be received until 2:00 p.m. EST, on Friday, January 30, 2026.

Bids are to be submitted on the bid forms included in the Bid Documents package.

Pre-Bid Meeting

Date and Time: **There is no prebid meeting scheduled at this time.**

Contractors should visit the project site to become familiar with existing conditions; contractors should submit any questions to the Town Clerks office as per bid documents.

BID SUBMITTAL REQUIREMENTS

TOWN OF LAKE PARK, FLORIDA

KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT

Bid responses are to be submitted and received digitally to EUAN OpenBids via www.demandstar.com or may be submitted via hardcopy to the Lake Park Town Clerks Office at 535 Park Avenue, Lake Park, Florida.

Bid submittals will be received until 2:00 p.m. EST, on Friday, January 30, 2026.

Bids are to be submitted on the bid forms included in the Bid Documents package.

All bid prices shall be guaranteed firm for a minimum of sixty (60) calendar days after the submission of the bid. No bidder may withdraw his bid within sixty (60) calendar days after the bid opening date.

Bid security in the form of a Bid Bond acceptable to the Town or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, will be required. Guaranty Bonds in the form of Performance Bond and a Payment Bond, in an amount equal to 100% of the contract will be required if the cost exceeds \$100,000.00. The Surety Company shall have at least the minimum ratings of A-, Class VI or higher, as described in the Instructions to Bidders.

Bids will be opened (via Demandstar web portal) and read aloud in the Town of Lake Park Commission Chambers at 2:05 p.m. EST, on Friday, January 30, 2026.

Award of bid will be made at a Town Commission meeting.

All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposals, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels, or tape.

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Town Commission of the Town of Lake Park reserves the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.

Vivian Mendez, MMC
Town Clerk
Town of Lake Park, FLORIDA
Published on: December 28, 2025
Palm Beach Post

BIDDER'S UNDERSTANDING

TOWN OF LAKE PARK, FLORIDA KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT

Bid responses are to be submitted and received digitally to EUAN OpenBids via www.demandstar.com or may be submitted via hardcopy to the Lake Park Town Clerks Office at 535 Park Avenue, Lake Park, Florida.

Bid submittals will be received until 2:00 p.m. EST, on Friday, January 30, 2026.

All bids, including any Addenda or acknowledgement of Addenda, are to be submitted digitally via www.demandstar.com.

Please note, no fax, email, or phone bids will be accepted.

The deadline for submittal of questions and or submittal of a request letter for consideration of an "Approved Equal" product and/or material is Wednesday, Friday, January 16, 2026, at 4:00 pm EST.

No substitutions will be considered if submitted past this deadline.

Submit requests and support documentation to the Town Clerk.

POSTING OF BID RESULTS:

Bid submittals will be received until 2:00 p.m. EST on Friday, January 30, 2026.

Received bid submittals will be opened and read aloud starting at 2:05 p.m. on the same day.

Received bids will be then posted to the Lake Park Town website and to the EUAN OpenBids website (www.demandstar.com).

Over the following days the submitted bids will be evaluated for compliance with the bid document requirements and a Notice of Intent to Award will be issued.

PRE-BID CONFERENCE

There is no pre-bid conference scheduled at this time.

Contractors are invited to visit the site and submit any questions to the Town Clerk's office before the deadline for submitting questions. (see bid documents for dates).

Town representatives will respond to submitted questions and will provide a description of the project, project requirements, including Davis-Bacon requirements, answer questions, and to clarify any inconsistencies.

It is highly suggested that interested companies take the opportunity to inspect the site, familiarize themselves with the requirements and to insure all items affecting the bidding/costing of the project are considered.

PURPOSE OF BID:

The purpose of this bid is to contract for the replacement of the fitness trail exercise equipment at Kelsey Park located adjacent to Lake Shore Drive in the Town of Lake Park.

No Bid may be withdrawn for a period of sixty (60) calendar days after the scheduled closing for the receipt of bids.

DELIVERY:

Delivery of all products and services shall be F.O.B. Destination. All charges for freight, delivery and off-loading shall be included in the bid price. All products and services must be delivered as bid. Any required return of products delivered in error or in a condition not conducive to the requirements of the project or suitable to the Town, shall be done so at no cost to the Town, and shall not delay the completion of the project.

It is agreed by the Bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the Invitation for Bid. Upon contract award, the Town will issue the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists. Bidder agrees **not to** commence work without the following:

- Fully executed Contract Agreement Form
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering as a vendor (if not already registered)
- Approved permit for the project
- Receipt of a Town Purchase Order, referencing the project
- Attendance to a meeting with the Palm Beach County Department of Housing and Economic Development to review procedures and payroll report requirements to meet DAVIS-BACON grant requirements
- Submit to Town a Payment and Performance Bond if the project exceeds \$100,000.00
- Notice to Proceed (NTP) issued from the Town
(issuance of a Purchase Order will serve as the NTP unless otherwise agreed.

REQUIRED BID PROPOSAL SUBMITTAL ITEMS:

By signing the Bid Form, Contractor accepts all the terms and conditions which are expressed in this solicitation. Contractor is required to submit the following:

Schedule of Required Bid Forms:

Local Forms:

- **BF #1:** Bid Form Signature Page (signed)
- **BF #2:** Acknowledge Addenda # _____ (if issued)
- **BF #3:** Schedule of Bid Items
- **BF #4:** Bid bond (minimum of 5% of total bid - if applicable)
- **BF #5:** Clarifications/Exceptions
- **BF #6:** List of References
- **BF #7:** Licenses/Certifications (copies of applicable licenses)
- **BF #8:** Proof of Existing Insurance Coverage
- **BF #9:** Drug Free Workplace Cert. (signed)
- **BF #10:** Conflict of Interest Disclosure Form
- **BF #11:** Truth-In Negotiations Certificate

Federal Forms:

- **FED #1:** Non-collusion Affidavit of Prime Bidder
- **FED #2:** Anti-kickback Affidavit
- **FED #3:** Certification of Non-Segregated Facilities
- **FED #4:** Certification of Eligibility of Contractor
- **FED #5:** Workforce Projection

**Please Note that in addition to the proof of insurability required above, a project-specific Certificate of Insurance, reflecting the minimum levels of insurance coverage outlined herein, will be required of the awarded contractor, prior to commencing work.*

END OF BIDDER'S UNDERSTANDING

INSTRUCTIONS TO BIDDERS

1. BIDDER'S UNDERSTANDING (Additional)

Bidders shall visit the work site to ascertain by inspection pertinent local conditions. They must also carefully examine all plans, specifications, terms, and conditions prior to submitting bids on the work to be completed. Failure to familiarize one-self with the site conditions will in no way relieve the Bidder from responsibility in fulfilling the contract.

The attention of Bidders is called to the necessity of being familiar with the various Federal, State and Local laws affecting the prosecution of the work.

2. BOND REQUIREMENTS

A. BID BOND - If your bid price to perform the requirements of this solicitation are equal to or greater than \$100,000.00, then a project Performance and Payment Bond will be required for the project and you will be required to submit a **bid bond** with your bid submittal in an amount equal to five percent (5%) of the bid total. The Town accepts, as fulfillment of this requirement, a certified check or a cashier's check made out to The TOWN OF LAKE PARK (referencing the project), or a construction bid bond. The bid bond must be a valid construction bid bond, reflecting the project name, the Obligee (The TOWN OF LAKE PARK), the principal (Bidder), and the Surety (bonding company or firm). It must be accompanied by a valid Power of Attorney, reflecting the true and lawful Attorney(s)-in-Fact, authorized/appointed to execute, seal and acknowledge on behalf of the Surety, all bonds, undertakings, contracts and other written instruments in the nature thereof, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

B. PERFORMANCE AND PAYMENT BONDS- (separate bonds) see 'Contract Agreement Information' section. Only applicable if project exceeds \$100,000.00

3. PREPARATION OF BIDS

Bid responses are to be submitted and received digitally to EUAN OpenBids via www.demandstar.com or may be submitted via hardcopy to the Lake Park Town Clerks Office at 535 Park Avenue, Lake Park, Florida.

Bid submittals will be received until 2:00 p.m. EST, on Friday, January 30, 2026.

Bids are to be submitted on the bid forms included in the Bid Documents package.

Bid forms must be signed, as identified on forms, by the Bidder or his/her authorized representative.

Bids will be completed in ink (preferably typed) and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. The bid will include all information requested. Should any information requested not be provided or if the bid should be received unsigned on the bidding sheet ('BID FORM'), it will be considered non-responsive and subject to rejection.

Any corrections made to entries on any bid form(s) shall be initialed where changed by the person signing the bid in BLUE ink.

- A. Bidders must quote on all items appearing on the bid form(s) unless specific directions in the advertisement, on the bid form(s), or the specific provisions allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, Bidders shall insert the words "No Bid" where appropriate.
- B. A complete list of all subcontractors to be used for this project shall be submitted with the proposal. These subcontractors shall not be changed after the opening of bids without the written approval of the Town of Lake Park. The Town reserves the right to reject any subcontractor and require replacement with an approved subcontractor.

4. **BIDDERS SUBMITTING MORE THAN ONE BID:** (NOT APPLICABLE)

5. **REJECTION OF BIDS**

The Town reserves the right to reject any and all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the Invitation for Bid calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner reserves the right to waive any informality in bids, at its discretion.

6. **AWARD OF CONTRACT**

- A. If the Town chooses to award a contract, it will be to the lowest responsive and responsible Bidder based on the base bid. The TOWN OF LAKE PARK reserves the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.

- B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.
- C. If a recommendation of award is made, and the recommended company is unable to provide the required bonds, or any other contract document, or if the recommended company fails in the determination of the Town, to work in good faith toward expeditiously meeting the Town's pre-construction requirements, then the Town reserves the right to cancel the recommendation, and recommend the next-lowest responsible & responsive Bidder or the work may be re-solicited at the Town's option.

7. GUARANTEE and WARRANTY

Bidder guarantees that it will use only technically qualified individuals in the performance of this contract and will perform the services in a workmanlike manner. Further, Bidder certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Bidder certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed. Labor shall be warranted for a period of three (3) years from the date of substantial completion. Equipment warranties are specified in the technical specifications.

8. RETURN OF BID SECURITY

Upon request, bid bonds will be returned to those Bidders which were not awarded a contract as the result of this opportunity. Bid sureties provided by virtue of a certified check or cashier's check shall be available for pickup by all Bidders, with the exception of the recommended Bidder, within five (5) business days after the posted Recommendation of Award. If the recommended Bidder's surety is provided in the form of a certified check or cashier's check it will be available for return upon the delivery of acceptable performance and payment bonds.

9. EXECUTION OF CONTRACT

The Contract Agreement Form shall be signed by the Contractor and satisfactory bonds and certificate of insurance furnished within fourteen (14) days after receipt of Notice of Recommendation of Award. In case of failure on the part of the Contractor to comply as required, the bid security (or Bid Bond) accompanying the bid, will be forfeited to the Town. Award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-solicited, at the Town's option.

10. **SUBLETTING OR ASSIGNING CONTRACT**

All awards will be made with the understanding that the work will be performed by the Contractor to whom the award is made, with the assistance of workmen under its direct employment, and the contract shall not be sublet to another contractor except with the prior written consent of the TOWN OF LAKE PARK. In no event will the Contractor be released from responsibility.

11. **POWER OF ATTORNEY**

Attorney-in-fact who signs Bid Bonds or Contract Bonds must file with such bond a certified copy of their Power of Attorney to sign such bonds (see paragraph 2).

12. **ADDENDA -- CHANGES WHILE BIDDING**

It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this Invitation for Bid by reviewing the documents posted on the DemandStar website or by contacting the Town of Lake Park TOWN CLERK (561) 881-3311, prior to the bid submittal deadline. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least nine (9) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed, or transmitted via email, to all companies known to have received a copy of the Invitation for Bid. Failure of any Bidder to receive any such addendum shall not relieve any Bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the original bid document. Town Clerk email address: vmendez@lakeparkflorida.gov

Questions pertaining to the specifications and/or any issues relating to the bid should not be directed to any department other than that of the Town Clerk. Should the Bidder acquire information from any source other than the Town Clerk and decide to use that information in the bid response, the Bidder does so at its own risk.

13. **DAVIS/BACON ACT**

This project is funded in part by Community Development Block Grant funds. Wage rate requirements and other **DAVIS-BACON & RELATED ACTS** will apply. The Contractor awarded this project will be required to have payroll report submittals properly compliant prior to partial and final payments being made. SEE FEDERAL REQUIREMENTS & WAGE DETERMINATION SECTION FOR THE REQUIREMENTS (PBC Pages, per Table of Contents). **The contractor awarded the contract and all sub-contractor representatives shall attend a preconstruction meeting with Palm Beach County Department of Housing and Economic Development staff to go over Davis-Bacon requirements.**

SUGGESTION FOR HUD SECTION 3 SUBRECIPIENT REQUIREMENTS:

The local Workforce Alliance, Inc. may be able to assist with recruiting from low-income populations. Contractors can contact:

CareerSource Palm Beach County
Tel. (561) 340-1060 Fax (561) 340-1057

Given a VERY SPECIFIC set of criteria (skills, abilities, capacity requirements) and number of candidates a contractor is willing to interview, Workforce Alliance may be able to screen potential candidates to interview for the position. An up-front specific number of candidates the contractor is willing to interview as part of the criteria they establish for the position (s) will avoid misunderstanding in the process.

14. PROTEST PROCEDURE

Protests may only be filed by a firm which has submitted a timely bid, as in accordance with the Town's protest procedures as fully described in the Town's purchasing ordinances.

15. FEDERAL AND STATE TAX

The TOWN OF LAKE PARK is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the TOWN OF LAKE PARK shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

16. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

If awarded a contract, the successful Bidder may offer to perform the same or similar work for other governmental agencies within the State of Florida ('piggyback' of contract), should the Bidder deem it is in its best interest to do so.

17. 'DRUG FREE WORKPLACE CERTIFICATION'

In compliance with Florida Statute (Section 287.087), the attached 'Drug Free Workplace Certification' form must be fully executed and submitted with all bids. Firms which indicate participation in a 'Drug Free Workplace' program will receive preference in the event of a tie bid.

18. **FLORIDA STATUTES, SECTION 287.133,**
PARAGRAPH (2) (a): ('PUBLIC ENTITY
CRIMES')

'A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.'

19. **LIQUIDATED DAMAGES**

The Contractor shall pay to the Town, as damages for non-completion of the work within the time stipulated for its completion, Fifty Dollars (\$50.00) for each and every calendar day exceeding the stipulated time of completion. This sum is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the Town will suffer by reason of such default and not by way of penalty. The Town is hereby authorized to deduct any liquidated damages from payments due to the Contractor. The calculation of the number of days the contractor has worked on the project will begin on the latter of the day a permit is approved and issued to the contractor, or the start date as agreed at the designated pre- construction meeting. From that day, the number of calendar days as shown on the contractor's submitted bid form will be added, creating a firm end date. Any work performed beyond the end date is subject to the assessment of liquidated damages (\$50/day) for each calendar day, unless an appropriate extension is requested and approved by the Town in writing. Substantial completion shall be the date the certificate of occupancy (C of O) is issued.

20. **CONTRACT TIME**

The contractor shall submit shop drawings for all products and materials to the Public Works Department within fifteen (15) business days of receipt of a Town Purchase Order.

Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced.

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement. **The contract time is currently set at 120 calendar days to substantial completion, plus 30 days to final completion from the date of contract time commences (150 days' total contract time).**

21. **PAYMENT**

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a construction contract is due **20 days after it is stamped as "received" by the Town.** If an "Agent", meaning a professional service company under contract to the Town to provide construction- phase services in support of the project is engaged, then payment is due the contractor within twenty-five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Project Manager, John Wille, located at 535 Park Avenue, Lake Park, FL 33403, who will ensure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. AIA document G-702 shall be used for the payment application format.

NO PAYMENT WILL BE MADE FOR STORED MATERIALS.

22. **APPROVAL OF ACCOUNTING SYSTEM**

Except with respect to firm fixed-price contracts, no contract type shall be used unless the Town has determined in writing that:

- A. The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and

23. **RIGHT TO INSPECT**

The Town may, at reasonable times, inspect any part of the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of any contract awarded or to be awarded by the Town.

24. **RIGHT TO AUDIT RECORDS**

- A. **Audit of Cost or Pricing Data:** The Town may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost, or pricing data is required, shall maintain such books, documents, papers and records that pertinent to such costs or pricing data for three (3) years from the date of the final payment under the contract.
- B. **Contract Audit:** The Town shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

C. Contractor Records: If a contract is being funded in whole or in part by assistance from a Federal agency, then the contract shall include provisions:

1. Requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and requiring the contractor and subcontractor, at any tier, to provide to the Town, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining, auditing and copying them.

25. ADDITIONAL INFORMATION

Requests for additional information should be referred to Vivian Mendez, Town Clerk, email address: vmendez@lakeparkflorida.gov.

26. APPROVED EQUAL CONSIDERATION

Any reference to brand names in this bid solicitation is for informational and reference purposes only. Substitutions of Approved Equal components will be considered. "Approved Equal" means equal to the performance, utility, function and must be representative of the component depiction, features, benefits, space requirements, fall height and warranty as indicated on the plan sheets as determined by the Town's Public Works Director or designee.

27. BABA CLAUSE

The Grantee / Sub-recipient / Developer / Contractor / Subcontractor must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as applied to Recipients of HUD Federal Financial Assistance (88FR 17001), and funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

28. SECTION 3 CLAUSE (if required)

- (i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u (Section 3) and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low income persons, particularly persons who are recipients of HUD assistance for housing. The Section 3 Clause provides that total labor hours for the project are reported; labor hours for Section 3 Workers area reported; and labor hours for Section 3 Targeted Workers as defined in 24

CFR Part 75 are reported by the Sub-recipient to the County for submittal to the Department of Housing and Urban Development.

- (ii) The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.
- (iii) Non-compliance with HUD's regulations in 24CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

29. CDBG CLAUSE

This project is partially funded by a COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) administered through Palm Beach County Department of Housing and Economic Development via funds of the US Department of HUD. Davis-Bacon & Related Acts, including wage rates, will apply to all construction work performed on this project.

Palm Beach County requires the use of an online labor compliance reporting system for payroll submittal. Build America, Buy America Act 2 CFR Part 184 requirements apply. Section 3 requirements per 24 CFR Part 75 apply. Small, women owned, minority, Section 3 companies, and/or disadvantaged businesses are encouraged to bid on this project.

END OF INSTRUCTIONS TO BIDDERS

CONTRACT AGREEMENT INFORMATION

1. FORM

This Contract Agreement Information section provides information that will be included as part of the Agreement to be executed between the Town and the Contractor for this project. This Agreement will be separate document that will include this Invitation to Bid document with all of its language.

2. GENERAL CONDITIONS

“STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT” prepared by the Engineers' Joint Contract Documents Committee, Latest Edition, shall provide the general guidance in the execution of this contract.

3. SUPPLEMENTARY GENERAL CONDITIONS

The following conditions modify or are in addition to the 'General Conditions' noted in #2 above. Where any portion of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

4. PRELIMINARY MATTERS

BEFORE STARTING CONSTRUCTION:

The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings or Product Data for such portion of the Work.

5. INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE:

Contractor shall not commence work or make deliveries to the project site until satisfactory proof of insurance coverage ('Certificate of Insurance') is provided to the Town. Certificate of Insurance shall be submitted to Town within fourteen (14) days of contract award notification (see INSTRUCTIONS TO BIDDERS, paragraph 9).

The types and limits of liability for the insurance required shall provide coverage for not less that the following amounts:

- A. Worker's Compensation:
 - 1. State Statutory Limits
 - 2. Employer Liability \$1,000,000.00

B. Commercial General Liability:

(Including Premises -- Operations; XCU, Products- Completed Operations, Personal & Advertising Injury; Contractual Liability; Contractor's Protective; Broad Form Property Damage)

- 1. Bodily Injury and Property Damage, Combined Limit

Each Occurrence	\$1,000,000.00
Annual Aggregate per job/contract	\$2,000,000.00

C. Comprehensive Automobile Liability: (Owner-leased-non-owned & hired)

1. Bodily Injury:

Each Person	\$1,000,000.00
Each Accident	\$1,000,000.00

2. Property Damage:

Each Occurrence	\$1,000,000.00
-----------------	----------------

D. Additional liability coverage for Town shall be provided by endorsement as "Additional Insured" (ISO Form CG 2010) on Contractor's General Liability Policy.

Add the following names at Additional Insured Certificate Holder:

E. If Contractor's vehicles will operate on Town property, Town must be named as "Additional Insured" on Automobile Liability policy.

F. All insurance shall contain a provision, to be noted on the certificate of insurance, that coverage will not be canceled, materially changed or renewal refused until at least thirty days (30) prior written notice has been given to Town's Human Resources Director (fax (561)881- 3314).

G. The Contractor's General Liability Policy "other insurance" clause shall be amended to reflect coverage under this policy shall be primary.

H. No work shall commence until the Town has received and approved certificates of insurance, including copies of the policy endorsements reflecting the additional insured, cancellation, and primary coverage terms. The certificate(s) shall also reference the Project Name/Title to which the certificate applies.

6. INSURANCE BY RECIPIENTS CONTRACTOR

Should Sub-recipient contract with a third-party (Contractor) to perform any service related to the Agreement, the Sub-recipient shall require the Contractor to provide the following minimum insurance coverage at it sole expense, in full force and effect, at all times during the term of the Contract and this Agreement, per the insurance coverage and limits (including endorsements) as described herein. Failure of the Sub-recipient's Contractor to maintain the required insurance shall be considered default of the Contract.

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

Upon award of Construction Contract, the Sub-recipient's Contractor shall provide to DHED, evidence of the following minimum insurance coverage:

- (1) **Commercial General Liability:** Contractor shall maintain limit of liability insurance with the minimum limits of \$1,000,000.00 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Sub-recipient and county as Additional Insureds. Sub-recipient shall also required that the Contractor include a Waiver of Subrogation against County.
- (a) **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured.
A copy of the endorsement shall be provided to County upon request.
- (2) **Business Automobile Liability:** Insurance with minimum limits of **\$1,000,000.00** combined single limits for property damage and bodily injury per occurrence. In the event the contractor owns no automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating the Contractor does not own any vehicles and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase “Owned Auto” coverage as of the date vehicle(s) are acquired. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage.
- (3) **Workers Compensation:** Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer’s Liability.
- (4) **Pollution Liability / Environmental Impairment Liability:** If asbestos remediation is required, the successful bidder shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than One Million Dollars (\$1,000,000.00) per occurrence providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. Policy will include coverage for asbestos abatement operations and disposal. When a self-insured retention of deductible amount exceeds Ten Thousand Dollars (\$10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder’s acceptability of a higher self-insured retention or deductible in relationship to successful bidder’s financial condition.
- (5) **Waiver of Subrogation:** Except where prohibited by law, Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees, and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition no permit an insured to enter into a pre-loss agreement to waive subrogation with an endorsement, the Contactor shall notify the insurer and request the policy be endorsed with a

Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

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

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

The Certificate Holder shall read:

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

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

7. **CONTRACTOR'S RESPONSIBILITIES**

The Contract Documents are intended to communicate the nature of the design, concept and scope of the work. The Contractor shall be responsible for the construction and coordination of the parts and all systems shall be complete, compatible, and fully functional without additional costs.

7. **PAYMENTS TO CONTRACTOR AND COMPLETION**

The Town may employ an engineer or any other professional consultant with the appropriate knowledge and expertise of the work to perform inspections and approve applications for payments on this project. The Town will communicate at the pre-construction meeting the specifics regarding whom to send applications for payment, the roles of each party, etc. As an approved permit is required prior to the commencement of the work outlined in this solicitation, final payment will NOT be made until all requested work has been performed and accepted by the Town, the Contractor has passed a final inspection in accordance with the permit and all paperwork required by Palm Beach County is complete.

8. **RETAINAGE**

Contractor pay applications shall be calculated based on percentage of work completed less 10% retainage. The retainage amount shall be reduced to 5% when the contractor reaches sixty percent (60%) completion of the project scope of work.

9. **PERFORMANCE AND PAYMENT BONDS**

All bonds must be submitted by the Bidder awarded the contract. However, Performance and Payment bonds shall **NOT** be required if the contract amount is under \$100,000.00.

The contractor will be required to furnish a payment bond and a performance bond, executed by a surety company duly authorized to do business in the State of Florida, and on the approved U.S. Treasury List of Bonding Companies, in an amount at least equal to 100% of the contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Performance and Payment Bonds shall be submitted to the TOWN OF LAKE PARK within fourteen (14) calendar days of bid award notification.

10. **HOLD HARMLESS AND INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the Town, its employees, agents and servants against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly. The Town of Lake Park shall be named as an additional insured on the Certificate of Insurance.

If the Town defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the Town for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

11. **CONTRACT TERMS**

The contract shall include, but not be limited to, the following:

- A. All terms, conditions, plans, and specifications of this bid.
- B. Lump sum total for the project, as well as a schedule of bid item prices, and/or as indicated on the bid form, for all goods/services required of this project, or for those applied to additional work above and beyond the original scope.
- C. Bidder agrees that terms of the contract shall provide that the Town retains ownership rights to all documents prepared by the Contractor during the course of the contract. These documents shall become 'Public Record'.

12. **WAIVER**

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

13. **SURVIVORSHIP OF BENEFITS**

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

14. **ENTIRE AGREEMENT**

This contract (consisting of the bid, any Addenda, contractor's bid, the Contract Agreement Form, 1014 Federal Requirements Construction – **Part One General Requirements and Forms** and 1014 Federal Requirements Construction - **Part Two DBRA**) states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order. **Contractor shall NOT commence work until they have been issued a signed Purchase Order from the TOWN OF LAKE PARK.**

15. **SEVERABILITY**

If any term or provision of this contract is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

16. **TERMINATION**

Once the contract has been awarded, it may be terminated by the Town without cause upon providing contractor with at least thirty (30) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

17. **PERMITS, TAXES, LICENSES**

Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract. The contractor will be required to file a Notice of Commencement.

18. MANNER OF PERFORMANCE

Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the Town with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

19. ATTORNEY FEES

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.

END OF CONTRACT AGREEMENT INFORMATION

TOWN OF LAKE PARK, FLORIDA
KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT
Invitation to Bid No. 101-2026

SCOPE OF WORK

The Kelsey Park Fitness Trail Equipment Replacement Project includes the furnishing and installing of eleven (11) new fitness stations, featuring ADA- Compliant strength and cardio fitness equipment.

Additionally, the project includes furnishing and installing an ADA compliant walk/jog fitness trail pathway surface between the fitness stations. Provide new signage for workout guidance and rules for equipment and Park use.

Project Administration and General Mobilization:

- Park is to remain open. Contractor to provide barricades / cones / caution ribbon as required to provide maintenance of pedestrian traffic during construction operations.
- Contractor shall secure building permit before commencing with work; contractor with assistance from Town of Lake Park staff, will prepare project permit package.
- Contractor shall provide on-site port-o-let (or equal) sanitary facilities for workers.
- Project site has standard duty 120-V electrical outlet for use by contractor.
- There is no potable water available on-site.
- This project is partially funded by a Federal Community Development Block Grant, therefore, Davis Bacon wage rates will apply.
- Contractor will be required to submit weekly Certified Payrolls for the duration of the project.
- Contractor will be required to provide and maintain the following Job-Site Posters:
 - 1 WH-1312 Poster
 - 2 Copy of Applicable Wage Decision for Project
 - 3 Workers Rights Poster
 - 4 Contractors Contact Information
- Furnish insurance, performance bond and payment bond (**this bond requirement applies only if bid price exceeds \$100,000.00**)
- Attend meeting with Palm Beach County Department of Housing and Economic Development for Davis Bacon requirements. Subcontractors shall also attend. Submit Davis Bacon paperwork.
- Provide copies of Manufacturer's Certification of playground installer
- Provide a copy of playground equipment Manufacturer's Warranty
- Play equipment engineering drawings (shop drawings shall be signed/sealed by qualified professional with calculations showing wind load design criteria for approval by the Town before any play equipment is ordered.
- All contractors working on the site must be registered to work in the Town.

- Contractor shall provide sod around any area where damaged has occurred due to the contractor's staging or construction disturbance.
- Contractor shall exercise care so as not to damage existing grass, walks, or other Town property during the performance of its contract. Contractor shall repair or replace any damaged grass or material should damage occur during construction.
- Close- out submittals, including all documentation needed to satisfy Davis Bacon requirements will be required at completion of project.
- **Any references to brand names in the bid document are for informational and reference purposes.**

Demolition

- Dismantle and remove existing fitness equipment including foundations in preparation of new fitness equipment installation.
- Remove demolished equipment and foundation materials from site and dispose in proper method.

Grading:

- Grade ground area surrounding new fitness equipment to provide a stable and level ground under and around the newly installed fitness equipment.
- Grade, backfill, fill and compact any ground depressions, low spots or high spots. *(i.e. grade deviations resulting from existing equipment removal, from equipment foundation removal or from wear and use of previous equipment.)*

Irrigation Repair:

- Repair any damaged irrigation lines or sprinkler heads as a result of the demolition work and or the new equipment installation work.

New Fitness Equipment:

Furnish and install the following new Fitness Equipment:

- Captains Chair (In-ground mount) 1 each
- Roman Chair Squat 1 each
- Step-up Fitness Station 1 each
- Sit-up Station 1 each
- Knee Lift Station 1 each
- Chin-up (Accessible, In-ground mount) 1 each
- Push-up (Hi – Lo; In-ground mount) 1 each
- Combo Fitness Hub (In-ground mount) 1 each
- Fitness Overhead Ladder 1 each
- Assisted Functional Trainer 1 each
- Skill Trainer 1 each

Includes:

- Signed and Sealed Engineering for Fitness Equipment and installation requirements.
- Freight delivery to project site and off-load.
- Equipment manufacturing shall include a “Coastal” corrosion resistant paint application.
- “Certified” playground equipment installation with 3 year warranty.

Signage:

- Fitness Sign Post with sign plate for instructional sticker (sticker included) 11 each

ALTERNATE #1: ADA COMPLIANT SAFETY MULCH AT FITNESS TRAIL PATHWAY**Specification for Engineered Wood Fiber Mulch****PART 1 – GENERAL****Work Details**

The work specified in this section consists of the installation of Engineered Wood Fiber (basis of design is GT Impax Engineered Wood Fiber Mulch or equal) in accordance with these specifications, and in conformity with the dimensions and notes shown in the plans.

Quality Assurance and Compliance Details

Accessibility of Surface Systems - ASTM F1951-08: Determination of accessibility of surface systems under and around playground equipment.

Impact Attenuation - ASTM F1292-04: Impact attenuation of surface systems under and around playground equipment.

Standard for Engineered Wood Fiber - ASTM F2075-04: Minimum characteristics for those factors that determine particle size, consistency, purity and ability to drain.

IPEMA Certification: Manufacturer must provide proof of certification. “In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer’s certification of conformance to ASTM F1292-04 and ASTM F2075-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org.”

PART 2 – MATERIAL DATA

Product is manufactured of a ground wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 2” in length and no more than 15% fines to aid in compaction.

Product to have minimal bark and to be free of twigs, leaf debris and other organic material.

Product depth, after installation, must be in accordance with the procedure described in ASTM F1292 and meet guidelines for critical height as set forth by the Consumer Product Safety Commission for use of wood products for protective surfacing.

PART 3 – SUB-BASE TYPES & DETAILS

Engineered Wood Fiber may be installed over compacted earth. If it is deemed that additional drainage is necessary; a layer of gravel can also be a suitable substrate.

PART 4 – SITE PREPARATION AND REQUIREMENTS

For in-ground (i.e. on grade) installations, excavate area to proper depth (12 in. for 12 in. system, 8 in. for 8 in. system).

Both in-ground and above-ground systems must be properly graded. A (1) percent grade is recommended for proper drainage. engineered wood fiber systems should not be installed on grades exceeding 10 percent. Substrate (for both in-ground and above-ground systems) must be firmly compacted, especially when additional fill material has been provided. The substrate should be free of stones, roots and other vegetation.

PART 5 – INSTALLATION

Fitness / Play Equipment Manufacturer recommends that all materials provided by Playground Manufacturer, including product data, specifications, installation instructions and maintenance procedures, as well as all site-specific plans, instructions and specifications, be reviewed by and inspected for compliance.

Further, purchaser should determine and specify fall heights and equipment use zones as required by the Consumer Product Safety Commission's *Handbook for Playground Public Safety*, applicable ASTM standards, and state and local codes and regulations.

Installation Instructions

1. Install Fitness / Play equipment
2. Install applicable drainage system, if required.

If gravel drainage is used, place 3 in. of drainage gravel on a layer of geotextile fabric. The lower end of the site should be connected to drainage to channel collected water away from the site. Overlap all seams a minimum of 3 in. Slit fabric to fit around equipment uprights. Where possible, overlap all slits with next piece of fabric.

Cover drainage system (either manufactured drainage or gravel) or earth substrate with geotextile fabric. Overlap all seams a minimum of 3 in. Slit fabric to fit around equipment uprights. Where possible, overlap at slits with next piece of fabric.

3. Install the engineered wood fiber to the proper depth; extra materials will be provided to allow for compaction. Install all the material delivered and please note that the surfacing will be several inches above grade until it compacts. Engineered wood fiber needs to be compacted in order to be considered handicapped accessible. This can be achieved over time and usage, or with a mechanical compactor. Saturating the initial load with water will help with compaction.
4. For a smooth finished surface, hand rake. After two weeks of active use, surface should be raked again.
 - *Periodical adjustments of engineered wood fiber are required under slides, swings and other concentrated use zones.*

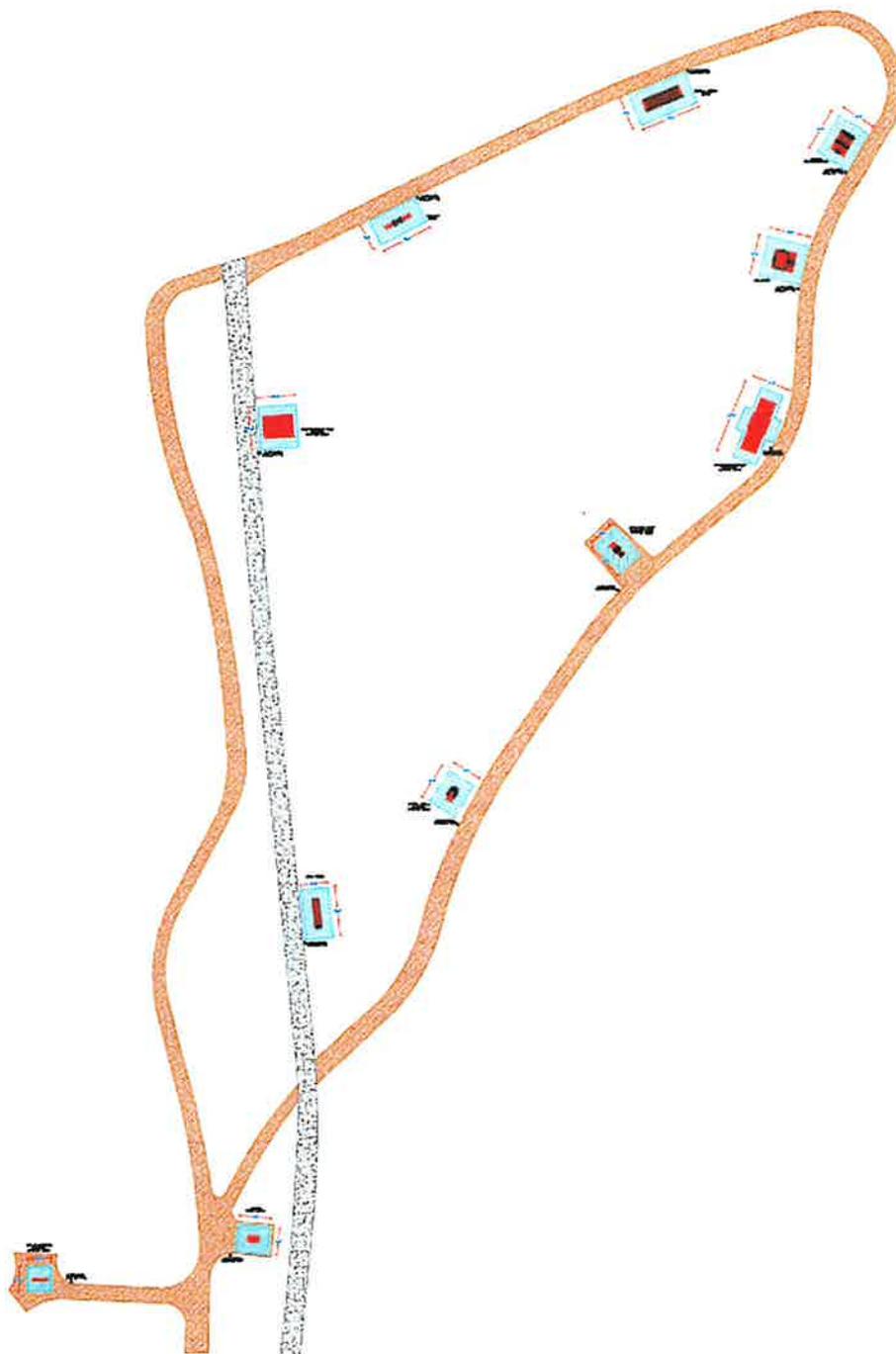
WARNING: Failure to maintain engineered wood fiber at the initial installation depth may result in an injury and void your warranty.

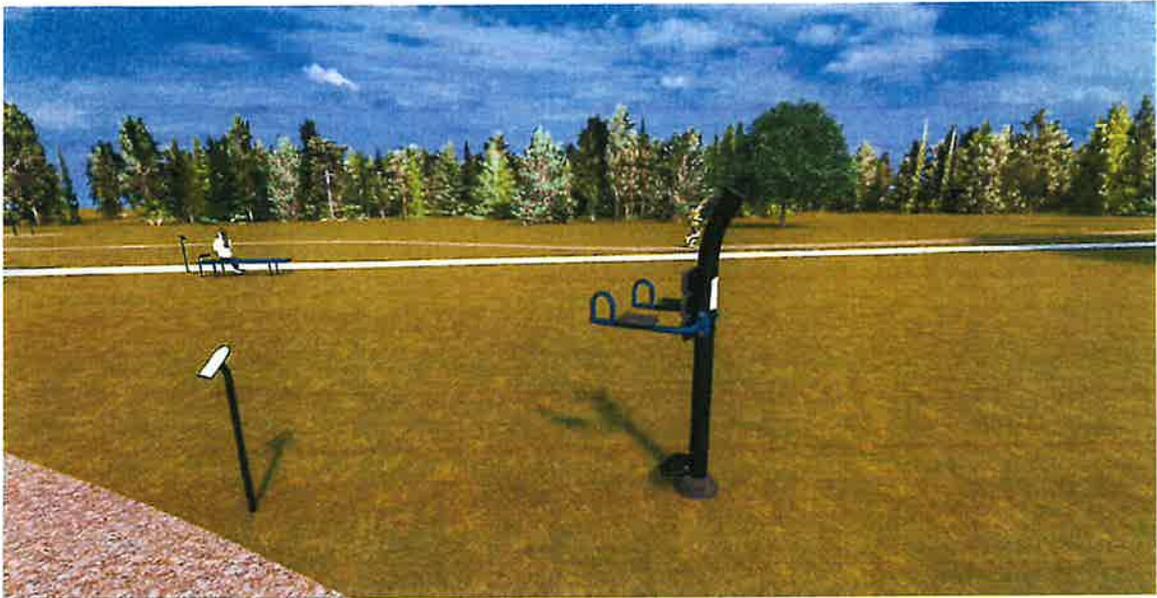
TOWN OF LAKE PARK, FLORIDA
KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT
Invitation to Bid No. 139-2025



Aerial View of Kelsey Park and
Existing Fitness Trail ●●●

Fitness Trail and Equipment Layout
11 workout stations





Captain's Chair



Roman Chair Squat



Step-up Fitness Station



Step-up Station



Knee Lift Station



Chin-up Station



Push-up (Hi-Lo)



Combo Hub



Fitness Overhead Ladder



Assisted Functional Trainer



Skill Trainer

END OF SCOPE OF WORK

BID FORMS

BF #1

BID FORM SIGNATURE PAGE:

BID No. 101-2026

KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT

Instructions: Remove or copy this and all following pages, complete, execute, and include in your bid package.

NAME OF FIRM: _____

ADDRESS: _____

PHONE: _____

DATE: _____

AUTHORIZED SIGNATURE: _____

Name (Printed name of Signer): _____

Title _____

Email _____

TOTAL BASE BID PRICE: \$ _____

Numeric Amount

_____)

Bid Price Written out

Completion: One hundred fifty (150) calendar days after Notice to Proceed [Contractor may only perform work on this project Monday - Friday between 8am- 5pm, unless pre-approved for other hours by the Town].

Schedule of Required Bid Forms: (Yes or N)

Local Forms:

- **BF #1:** Bid Form Signature Page (signed) _____
- **BF #2:** Acknowledge Addenda # _____ (if issued) _____
- **BF #3:** Schedule of Bid Items _____
- **BF #4:** Bid bond (minimum of 5% of total bid - if applicable) _____
- **BF #5:** Clarifications/Exceptions _____
- **BF #6:** List of References _____
- **BF #7:** Licenses/Certifications (copies of applicable licenses) _____
- **BF #8:** Proof of Existing Insurance Coverage _____
- **BF #9:** Drug Free Workplace Cert. (signed) _____
- **BF #10:** Conflict of Interest Disclosure Form _____
- **BF #11:** Truth-In Negotiations Certificate _____

Federal Forms:

- **FED #1:** Non-collusion Affidavit of Prime Bidder _____
- **FED #2:** Anti-kickback Affidavit _____
- **FED #3:** Certification of Non-Segregated Facilities _____
- **FED #4:** Certification of Eligibility of Contractor _____
- **FED #5:** Workforce Projection _____

BF #2

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

_____ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name: _____

Signature: _____

Name and Title:
(Print or Type) _____

Date: _____

BF #3

SCHEDULE OF BID ITEMS:

BID No. 101-2026

KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT

ITEM	DESCRIPTION	QUANTITY	UNIT	EXTENDED BID AMOUNT
1	Indemnification	1	L.S.	<u>\$100.00</u>
2	General Conditions to include, mobilization project management, temp toilets, signage, MOT, temporary fencing, filing notice of commencement, testing, signed and sealed shop drawings for fitness equipment, project clean-up, contractor overhead and project closeout documents.	1	L.S.	<u>\$</u>
3	Performance & Payment Bond (only applicable if proposed BASE BID price exceeds \$100,000.00)	1	L.S.	<u>\$</u>
4	Building Permit (Town of Lake Park) Unused amounts will be returned to the owner	1	Allowance	<u>\$ 5,000.00</u>
5	Demolition of Existing Fitness Equipment (Including removal concrete foundations) Furnish and Install all new Fitness Trail Exercise Equipment Includes equipment as indicated in bid documents with S&S Engineering. Includes clean-up and repairs / remediation to the surrounding site area that was disturbed by the contractors work operations, such as filling, grading and sodding.	1	L.S.	<u>\$</u>
6	Construction Contingency Allowance amount to be used a the discretion of the owner All unused amounts will be returned to the owner	1	Allowance	<u>\$ 10,000.00</u>

BASE BID ITEMS 1 THRU 6 \$ *Numeric Amount*

Written Amount

BF #3 cont.

ALTERNATE #1: ADA COMPLIANT SAFETY MULCH AT FITNESS TRAIL PATHWAY

7 Furnish and Install Engineered Mulch 1 L.S. \$ _____
Including: fine-grade & prep work for surface installation
Also, includes repairs/remediation to the surrounding site area that was disturbed by the contractors work operations such as grading and re-sodding.

TOTAL BASE BID ITEMS 1 THRU 7 \$ _____
Numeric Amount

Written Amount

ESTIMATED NUMBER OF CALENDAR DAYS REQUIRED FOR DELIVERY OF ALL MATERIALS FROM DATE OF ORDER: _____ Calendar Days

BF #4

INSERT BID BOND HERE

If Applicable

BF #6
LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

REFERENCE #1

Company Name/Agency: _____

Address: _____

Point of Contact: _____

Phone Number: _____ Fax

Number: _____

REFERENCE #2

Company Name/Agency: _____

Address: _____

Point of Contact: _____

Phone Number: _____ Fax

Number: _____

REFERENCE #3

Company Name/Agency: _____

Address: _____

Point of Contact: _____

Phone Number: _____ Fax

Number: _____

BF #7

INCLUDE PROOF OF PROPER LICENSING/CERTIFICATION
(APPLICABLE LICENSING TO PERFORM THE REQUIRED SERVICES INCLUDING
AUTHORIZED APPLICATORS CERTIFICATION OF SPECIFIED SYSTEM)

BF #8

INCLUDE PROOF OF EXISTING INSURANCE

BF #9

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of _____, maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We impose a sanction on or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized Signature (Date)

Name & title (typed)

BF #10

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches. The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

_____ The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and title (Print or Type)

Date

BF #11

TRUTH – IN NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: _____

Title: _____

Date: _____

FED #1

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He is _____ of _____, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: _____

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature:

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this ___ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

Commission No. _____

FED #2

ANTI-KICKBACK AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says:

(1) I am _____ of _____, the bidder that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this ___ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

FED #3

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: _____

Company Name and Address: _____

Signature

Name and Title

Date

FED #4

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the _____ of _____, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: _____ Expiration Date: _____
who submitted a proposal to perform work for the following project:

Contract #: ITB #101-2026 Project Name: Kelsey Park Fitness Trail Equipment Replacement

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above-mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this ___ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL: _____ Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

Commission No. _____

FED #5

WORKFORCE PROJECTION
HEAVY WAGE DECISION

PROJECT NAME:	Kelsey Park Fitness Trail Equipment Replacement
----------------------	--

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

OPERATORS

OTHER WORK CLASSIFICATIONS

- Cranes, all tower cranes
- Cranes with boom length 150 ft and over
- Cranes with boom length less than 150 ft
- Drill
- Oiler
- Asphalt Paver
- Backhoe Loader Combo
- Backhoe/ Excavator
- Bulldozer
- Grader/Blade
- Loader
- Mechanic (type: _____)
- Roller
- Scraper
- Trackhoe
- Tractor
- Other (must specify below):

- Electrician
- Ironworker – Structural
- Laborer – Grade Checker
- Painter, - brush, roller & spray
- Carpenter – includes form work
- Cement Mason/ Concrete Finisher
- Laborer – Common or General
- Laborer – Pipe-layer
- Laborer - Power Tool Operator
(Hand Held Drills/ Saws, Jackhammer)
and Power Saws only
- Truck Driver, includes Dump Truck
- Truck Driver – Off the Road Truck
- Welder
- Welder
- Other (must specify below):

Documents Required for Federal Funded Projects

(as provided by Palm Beach County - PBC)

A (1)

1014 Federal Requirements Construction – **Part One - General Requirements and Forms**
(Pages 1 -21)

A (2)

1014 Federal Requirements Construction - **Part Two DBRA** (Pages 1 -13)

See Attached **EXHIBIT A**

Davis Bacon Wage Decision (Applicable to this project)

General Decision Number: FL20250130 12/12/2025

See Attached **EXHIBIT B**

Environmental Review Results

See Attached **EXHIBIT C**

Page Intentionally Left Blank

EXHIBIT A:
Kelsey Park Fitness Trail Equipment Replacement

**Kelsey Park at Lake Shore Drive
Lake Park, FL 33403**

Documents Required for Federal Funded Projects

A (1)

1014 Federal Requirements Construction – Part One - General Requirements and Forms
(Pages 1 – 15)

A (2)

1014 Federal Requirements Construction - Part Two DBRA
(Pages 1 -16)

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS (CONSTRUCTION)

PROJECT NAME: KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT

This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern. Note: This document shall be included in the bid documents and contracts/ subcontracts for the project.

- 1. General Requirements: The following requirements are attached:
- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Bonding Requirements for Construction Contracts
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Work on Nights, Weekends and Holidays
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts
- Buy America Preference for Infrastructure Projects

- 2. Forms to be completed and submitted by all bidders with their bids:
The following forms are attached:
- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

- 3. Forms for the successful bidder, to be submitted after contract award:
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant
- Contractor/ Subcontractor Statement and Acknowledgement (SF1413)

- 4. Reports to be submitted by Subrecipient/ Contractor after contract award:
- Contract Award Report (HUD Form 2516) submit with the first payment request, but no later than September 30 of the year during which the construction contract was awarded; and with the final payment request
- Section 3 Intent to Comply (see Section 3 Guide Book)
- Total Project Labor Hours, Section 3 Workers Labor Hours, Targeted Section 3 Workers Labor hours (see Section 3 Guide Book)
- Narrative Report of Section 3 Outreach Efforts (see Section 3 Guide Book)

- 5. Davis-Bacon & Related Acts:
Federal labor standards provisions of the Davis-Bacon & Related Acts apply to construction projects valued over \$2,000. The following requirements are attached:
- Required Use of Labor Compliance Reporting System for Certified Payrolls and Section 3 Hours
- Display of Posters and Wage Decision
- Guidance to Contractor for Compliance with Labor Standards Provisions
- Exhibit A: Federal Labor Standards Provisions - Form HUD-4010
- Section 3 Guide Book
- The applicable wage decision(s) shown below is attached.
- Note on Wage Decision updates: The wage decision that is in effect 10 days before the bid opening date shall be applied to the project, provided that the contract is awarded within 90 days of bid opening. For contracts not awarded within 90 days of bid opening, the wage decision in effect at the time of contract award shall be applied to the project.

Wage Decision(s) No.: FL 20250130 12/12/2025

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

PUBLIC ENTITY CRIMES

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

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

BONDING REQUIREMENTS FOR CONSTRUCTION CONTRACTS

The requirements of 2 CFR Part 200 are applicable to this project as it relates to bid guarantees, performance bonds, and payment bonds for construction contracts exceeding the **Simplified Acquisition Threshold** as defined in 2 CFR 200.88, as amended.

2 CFR 200.325, Bonding Requirements, established minimum requirements as follows:

- 1. Bid Guarantee
A bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

Each bid shall be accompanied by a bid bond, certified check, cashier's check or other negotiable instrument in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner. All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

- 2. **Performance Bond**
A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- 3. **Payment Bond**
A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the Contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

SECTION 3 CLAUSE

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 170 1u (Section 3) and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The Section 3 Clause provides that total labor hours for the project are reported; labor hours for Section 3 Workers are reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 are reported by the Borrower to the County for submittal to the Department of Housing and Urban Development.
2. The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.
3. Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

LEAD-BASED PAINT POISONING PREVENTION ACT

References:

- 24 CFR Part 570
- 24 CFR Part 35
- Lead-Based Paint Poisoning Prevention Act, as amended
- Residential Lead-Based Paint Hazard Reduction Act of 1992
- 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued there under.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

BUY AMERICA PREFERENCE FOR INFRASTRUCTURE PROJECTS

References:

- 2 CFR Parts 184
- 2 CFR Part 200.322
- OMB Memorandum M-22-11
- HUD CPD-23-12

Buy America Preference means the domestic content procurement preference set forth in section 70914 of the Build America, Buy America (BABA) Act, which requires the head of each Federal agency to ensure that none of the funds made available for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. "Project" means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

- (1) The Buy America Preference (BAP) applies to awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the award
- (2) Infrastructure encompasses public infrastructure projects which includes at a minimum, the structures, facilities, and equipment for, in the Unites States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and building and real property; and structures, facilities, and equipment that generate transport, and distribute energy including electric vehicle (EV) charging.

- (3) The Federal awarding agency should interpret the term "infrastructure" broadly and consider the description provided in paragraph (c) above as illustrative and not exhaustive. When determining if a particular project of a type not listed in the description in paragraph (c) constitutes "infrastructure", the Federal awarding agency should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public.
- (4) Subrecipients must document that they have followed the steps as outlined in the HUD CPD-23-12, to determine applicability of the BAP to projects.
- (5) The Buy America Preference must be included in all awards, subawards, contracts and purchase orders for the work performed, or products supplied under the award. The terms and conditions of a Federal award flow down to subawards to subrecipients unless a particular section of the terms and conditions of the Federal award specifically indicate otherwise.

Buy America Preference

- (a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States
- (b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation
- (c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
- (6) Subrecipients must include the following BABA language in all procurement bid/ contract documents with subrecipients, contractors, developers and subgrantees:

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

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He is _____ of _____, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: _____

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this ____ day of _____ 20__ by

_____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

ANTI-KICKBACK AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says:

(1) I am _____ of _____, the undersigned that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum proposal in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this ____ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the _____ of _____, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: _____ Expiration Date: _____
who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this ____ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL: Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The undersigned certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The undersigned agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: _____

Company Name and Address: _____

Signature

Name and Title

Date

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

WORKFORCE PROJECTION

PROJECT NAME:

Instructions: Consult the Project Wage Decision/s and check all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

OPERATORS

- [] Asphalt Paver
[] Backhoe
[] Backhoe Loader Combo
[] Bobcat/ Skid Steer/ Skid Loader
[] Boom
[] Boring Machine
[] Broom/ Sweeper
[] Bulldozer
[] Concrete Finishing Machine
[] Concrete Pump
[] Concrete Saw
[] Crane
[] Crane, all tower cranes
[] Crane with boom length 150 ft and over
[] Crane with boom length less than 150 ft
[] Crane, all Cranes over 160 Ton Capacity
[] Crane - all Cranes over 15 Ton Capacity
[] Curb Machine
[] Distributor
[] Drill
[] Excavator
[] Forklift
[] Gradall
[] Grader/Blade
[] Grinding/ Grooving Machine
[] Highway/ Parking Lot Striping - Striping Machine Operator
[] Highway/ Parking Lot Striping - Spray Nozzleman
[] Loader
[] Mechanic (type: _____)
[] Milling Machine
[] Oiler
[] Paver - Asphalt, Aggregate, Concrete
[] Piledriver
[] Post Driver (Guardrail/ Fences)
[] Roller
[] Scraper
[] Screed
[] Trackhoe
[] Tractor
[] Trencher

DRIVERS

- [] Truck Driver, Distributor Truck
[] Truck Driver, Dump Truck
[] Truck Driver, Flatbed Truck
[] Truck Driver, Lowboy Truck
[] Truck Driver, Slurry Truck
[] Truck Driver, Vector Truck
[] Truck Driver, Water Truck
[] Truck Driver, Off the Road Truck

OTHER WORK CLASSIFICATIONS

- [] Asbestos Worker/ Heat & Frost Insulator
[] Bricklayer
[] Carpenter, includes Form Work
[] Carpenter, excludes Drywall Hanging

- [] Carpenter - includes Acoustical Ceiling Installation, Drywall Finishing/ Taping, Drywall Hanging, Form Work, Metal Stud Installation
[] Carpenter - Piledriverman
[] Cement Mason/Concrete Finisher
[] Drywall Finisher/Taper
[] Drywall Hanger
[] Elevator Mechanic
[] Fence Erector
[] Glazier
[] Highway/ Parking Lot Striping - Painter
[] Installer - Guardrail
[] Ironworker - Ornamental, Reinforcing, Structural
[] Tile Setter
[] Laborer - Traffic Control Specialist, incl. placing of cones/ barricades/ barrels - Setter, Mover, Sweeper
[] Laborer - Asphalt, incl Raker, Shoveler, Spreader and Distributor
[] Laborer - Common or General
[] Laborer - Flagger
[] Laborer - Grade Checker
[] Laborer - Landscape and Irrigation
[] Laborer - Mason Tender - Brick
[] Laborer - Mason Tender - Cement/ Concrete
[] Laborer - Common or General, including Cement Mason Tending
[] Laborer - Plaster Tender
[] Laborer - Pipelayer
[] Laborer - Power Tool Operator (Hand Held Drills/ Saws, Jackhammer and Power Saws only)
[] Laborer - Roof Tearoff
[] Painter - brush, roller & spray
[] Electrician
[] Electrician (includes Low Voltage Wiring)
[] HVAC Mechanic (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct)
[] Pipefitter (includes HVAC pipe, Unit and Temperature Controls Installations)
[] Sheet Metal Worker (includes HVAC duct installation, excludes Metal Roof installation)
[] Plumber
[] Roofer (includes Built Up, Modified Bitumen, and Shake & Shingle Roofs, Excludes Metal Roofs)
[] Roofer - Metal Roof
[] Sign Erector
[] Sprinkler Fitter (fire sprinklers)
[] Welder
[] Additional Classifications (must specify below):

Submitted by: _____ Company Name: _____ Date: _____

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT
(SUBCONTRACTORS)**

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation. In this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: _____

Subcontractor Name: _____

Address: _____

State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: _____ Expiration Date: _____

By:

Name and Title	Signature	Date

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

Statement And Acknowledgment	OMB Control Number: 9000-0066 Expiration Date: 5/31/2025
-------------------------------------	---

Part I - Statement Of Prime Contractor

1. Prime Contract Number <i>Enter the Prime's designation or leave blank</i>	2. Date Subcontract Awarded	3. Subcontract Number <i>Enter the Prime's designation or leave blank</i>
4. Prime Contractor	5. Subcontractor	
a. Name	PRIME CONTRACTOR	a. Name
b. Street Address		b. Street Address
	LOWER TIER SUBCONTRACTOR, MUST MATCH BLOCK 15	
c. City	d. State	e. ZIP Code
c. City	d. State	e. ZIP Code
6. The prime contract <input checked="" type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."		
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in Item 5 by the following firm:		
a. Name Of Awarding Firm <i>Usually the PRIME, but may be a subcontractor awarding a lower tier subcontract</i>		
b. Description Of Work By Subcontractor		

Description of the work to be performed by the subcontractor listed in Block 5

8. Project <i>Project Name</i>	9. Location <i>Project Address</i>
10a. Name Of Person Signing	11. By (Signature)
10b. Title Of Person Signing	TO BE SIGNED BY PRIME CONTRACTOR
	12. Date Signed

Part II - Acknowledgment Of Subcontractor

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6)	Construction Wage Rate Requirements
Payrolls and Basic Records	Apprentices and Trainees
Withholding of Funds	Compliance with Copeland Act Requirements
Disputes Concerning Labor Standards	Subcontracts (Labor Standards)
Compliance with Construction Wage Rate Requirements and Related Regulations	Contract Termination - Debarment
	Certification of Eligibility

Authorized For Local Reproduction
Previous Edition Is Not Usable

STANDARD FORM 1413 (REV. 10/2023)
Prescribed by GSA/FAR (48 CFR) 53.222(e)

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

14. Name(s) Of Any Intermediate Subcontractors, If Any

A	Tier 2 Subcontractor, if any (any subcontractors listed here must submit a separate Form 1413, where this entity will be listed in Block 5 and Block 15, and the subcontractor that awarded the	C
B	subcontract will be listed in Block 7a	D

15a. Name Of Person Signing

16. By (Signature)

17. Date Signed

15b. Title Of Person Signing

TO BE SIGNED BY SUBCONTRACTOR LISTED IN BLOCK 5

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .05 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

***This form will be provided to the Prime Contractor in fillable PDF format after contract award
** Block 4 and Block 10a through 12 always contains the Prime Contractor information
***Block 7a is the entity that awarded the subcontract, for example the Prime or a Tier 1 sub
****This Form shall be submitted by all subcontractors. This form must be submitted by the Prime within 14 days of a subcontract award**

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

Contract and Subcontract Activity										U.S. Department of Housing and Urban Development					OMB Approval No. 2577-0088 OMB Approval No. 2502-0355																	
Public reporting burden for this collection of information is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.																																
Executive Orders dated July 14, 1983, direct that the Minority Business Development Plans shall be developed by each Federal Agency and these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.																																
Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq. and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by Law.																																
1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency										Check <input type="checkbox"/> 2. Location (City, State/Zip Code)																						
3a. Name of Contact Person										3b. Phone Number (Including Area Code)		4. Reporting Period <input type="checkbox"/> Oct. 1 - Sept. 30 (Annual -FY)			5. Program Code(s) (Not applicable for CPD program - See explanation of Codes at bottom of Page Use a separate sheet for each program code)		5. Date Submitted to Field Office															
Grant/Project Number or HUD Case number or other identification of property, subdivision, dwelling unit, etc. 7a	Amount of Contract or Subcontract 7b	Type of Trade Code (See below) 7c	Contractor or Subcontractor Business Racial/Ethnic (See below) 7d	Woman Owned Business (Yes or No) 7e	Prime Contractor Identification ID# Number 7f	Subcontractor Identification ID# Number 7g	Sec. 8 7h	Contractor/Subcontractor Name and Address 7j																								
								Name	Street	City	State	Zip																				
<div style="background-color: yellow; padding: 10px; border: 2px solid black; margin: 0 auto; width: 80%;"> <p>SUBMIT THIS FORM IN EXCEL FORMAT THE EXCEL FILE WILL BE PROVIDED AFTER CONTRACT AWARD</p> </div>																																
<p>7c: Type of Trade Codes:</p> <table border="0"> <tr> <td colspan="3">Housing/Public Housing:</td> </tr> <tr> <td>1 - New Construction</td> <td>1 - New Construction</td> <td>6 - Professional</td> </tr> <tr> <td>2 - Substantial Rehab</td> <td>2 - Substantial Rehab</td> <td>7 - Tenant Services</td> </tr> <tr> <td>3 - Other</td> <td>3 - Other</td> <td>8 - Education/Training</td> </tr> <tr> <td></td> <td>4 - Service</td> <td>9 - Arch. Engrg. Appraisal</td> </tr> <tr> <td></td> <td>5 - Demolition</td> <td>0 - Other</td> </tr> </table>															Housing/Public Housing:			1 - New Construction	1 - New Construction	6 - Professional	2 - Substantial Rehab	2 - Substantial Rehab	7 - Tenant Services	3 - Other	3 - Other	8 - Education/Training		4 - Service	9 - Arch. Engrg. Appraisal		5 - Demolition	0 - Other
Housing/Public Housing:																																
1 - New Construction	1 - New Construction	6 - Professional																														
2 - Substantial Rehab	2 - Substantial Rehab	7 - Tenant Services																														
3 - Other	3 - Other	8 - Education/Training																														
	4 - Service	9 - Arch. Engrg. Appraisal																														
	5 - Demolition	0 - Other																														
<p>7d: Racial/Ethnic Codes:</p> <table border="0"> <tr> <td>1 - White Americans</td> <td>2 - Black Americans</td> <td>3 - Native Americans</td> <td>4 - Hispanic Americans</td> <td>5 - Asian Pacific Americans</td> <td>6 - Unusable Item</td> </tr> </table>															1 - White Americans	2 - Black Americans	3 - Native Americans	4 - Hispanic Americans	5 - Asian Pacific Americans	6 - Unusable Item												
1 - White Americans	2 - Black Americans	3 - Native Americans	4 - Hispanic Americans	5 - Asian Pacific Americans	6 - Unusable Item																											
<p>5: Program Codes (Complete for Housing and Public and Indian Housing programs only):</p> <table border="0"> <tr> <td>1 - All Housing, including Section 8</td> <td>5 - Section 202</td> </tr> <tr> <td>2 - Flexible Subsidy</td> <td>6 - HUD-Field Management</td> </tr> <tr> <td>3 - Section 8 - Insured - Non-IPDA</td> <td>7 - Public Indian Housing</td> </tr> <tr> <td>4 - Insured Management</td> <td>8 - Section 811</td> </tr> </table>															1 - All Housing, including Section 8	5 - Section 202	2 - Flexible Subsidy	6 - HUD-Field Management	3 - Section 8 - Insured - Non-IPDA	7 - Public Indian Housing	4 - Insured Management	8 - Section 811										
1 - All Housing, including Section 8	5 - Section 202																															
2 - Flexible Subsidy	6 - HUD-Field Management																															
3 - Section 8 - Insured - Non-IPDA	7 - Public Indian Housing																															
4 - Insured Management	8 - Section 811																															
<p>Previous editions are obsolete. Form HUD-2516 (3-98)</p>																																

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS)

As part of the County's commitment to assist the Borrower and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project. The Borrowers contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls, labor hours on Section 3 Covered Projects, and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to Borrowers/developers.

User Responsibilities

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

Disclaimer of Warranties for LCRS

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

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

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

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

POSTING THE WAGE DECISION, DAVIS BACON POSTERS AND ADDITIONAL CLASSIFICATIONS WAGES

The prime contractor shall, for each federally funded project, supply and install a minimum (1) 4 ft x 4 ft display surface with clear acrylic cover sheet for all-weather protection and easy visibility on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by Palm Beach County Department of Housing and Economic Development.

The contractor shall supply a standard display of posters at the job site, including but not limited to:

- Employee Rights Under the Davis- Bacon Act Form WH-1321 (English)
- Employee Rights Under the Davis-Bacon Act Form WH-1321 (Spanish)
- applicable Wage Decision(s)
- additional classifications wages
- Palm Beach County seal

The above posters, wage decision and Palm Beach County seal for display will be provided by Palm Beach County Department of Housing and Economic Development at the pre-construction conference. The prime contractor is responsible for posting these in a place that is easily accessible to all the construction workers employed on the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage for their trade, and to advise them whom to contact (the contract administrator) in they have any questions or want to file a complaint.

The contractor shall be responsible for all other Federal, State and/ or local poster requirements.

The cost of poster mounting boards and posts are to be paid for by the contractor.

Display board must be maintained in a legible condition throughout the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County Department of Housing and Economic Development.

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

GUIDANCE TO CONTRACTORS FOR COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. You must apply for an additional classification. Please see below for **E. Classifications not included in the wage decision.** A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum hourly amount by any combination of wages and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

For example: The Davis-Bacon wage decision requires:

Basic Hourly Rate	\$10.00
<u>Fringe Benefits</u>	<u>\$1.00</u>
Total Prevailing Wage	\$11.00

Employers may comply by paying: 1. \$11.00 in cash wages; 2. \$10.00 plus \$1.00 in bona fide fringe benefits; or 3. any combination of wages and benefits that totals \$11.00 per hour.

(3) Fringe benefits may include:

- Sick, vacation, or holiday pay
- Costs to defray expenses of apprenticeship or similar programs
- Medical or hospital care
- Supplemental unemployment benefits
- Health insurance
- Life insurance
- Pensions on retirement or death
- Compensation for injuries or illness resulting from occupational activity
- Other bona fide fringe benefits or
- Insurance to provide any of the above

Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

Fringe benefits do not include employer contributions or payments required by other federal, state, or local law, such as FICA, workers' compensation or unemployment compensation.

(4) Calculating Fringe Benefits. The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

benefit by 2080 hours. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

Overtime (O/T) hours are defined as all hours worked in excess of 40 hours in any workweek. Where governed by Federal labor standards, O/T hours shall be compensated at not less than one and one-half times the basic rate of pay plus the straight-time (S/T) rate of any required fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the O/T rate would be: $(\$10 \times 1.5) + \$5 = \$20/\text{hour}$

D. Deductions

The employer may make payroll deductions as permitted by DOL relations in 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick back" any of their earnings. Deductions may include employee obligations for income taxes, Social Security payments, insurance premiums, retirement contributions, savings accounts, and any other legally permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee (which will require documentation).

Workers who have "Other" deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act.

However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered laborers/ mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Split Classification

Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification provided that the employer maintains time records that accurately set forth the time spent in each classification in which the work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.

H. Sole Proprietorships/ Independent Contractors/ Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

I. Piece rate/ piece work employees

Employees whose earnings are calculated by the amount of work produced (rather than hours worked) must receive no less than the applicable DBRA wage rate based upon the hours of work performed. The employer must divide the piece rate earnings by the actual hours worked to determine the "effective" hourly rate. The effective hourly rate must be calculated for each week's earnings and must be no less than the applicable prevailing wage rate. It does not matter whether the effective hourly rate changes from week to week as long as the result is at least as much as the prevailing wage rate. If the effective hourly rate is less than the applicable prevailing wage rate, the employee must be compensated at the prevailing wage rate for all hours worked.

J. Apprentices/ Helpers

A worker may be classified as an apprentice only if employed and individually registered in a bona fide apprenticeship program. Bona fide programs are those that have been registered with DOL, Employment and Training Administration, Office of Apprenticeship, or with a DOL-recognized State Apprenticeship Agency (SAA).

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper". As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

FEDERAL LABOR STANDARDS PROVISIONS

Exhibit A – HUD-4010 Federal Labor Standards Provisions.

**HUD-4010
Federal Labor Standards Provisions**

**U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT - EXHIBIT A

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
 - C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- iv. Fringe benefits not expressed as an hourly rate**
Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- v. Unfunded plans**
If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT - EXHIBIT A

2. Withholding**i. Withholding requirements**

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls**i. Basic record requirements**

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT - EXHIBIT A

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT - EXHIBIT A

- from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)-(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT - EXHIBIT A

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT - EXHIBIT A

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT - EXHIBIT A

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D. A contractor’s assignee(s);
 - E. A contractor’s successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT - EXHIBIT A

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT - EXHIBIT A**F. HEALTH AND SAFETY**

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT B:
Kelsey Park Fitness Trail Equipment Replacement

**Kelsey Park at Lake Shore Drive
Lake Park, FL 33403**

Davis Bacon Wage Decision (Applicable to this project)

General Decision Number: FL20250130 12/12/2025

"General Decision Number: FL20250130 12/12/2025

Superseded General Decision Number: FL20240130

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	01/03/2025
1	04/04/2025
2	08/15/2025
3	12/12/2025

ELEC0728-006 03/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	15.20

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

ENGI0487-026 07/01/2023

	Rates	Fringes
OPERATOR: Drill		
Drill Rig, Truck Mounted, Sterling Class.....	\$ 27.00	14.90
Drill Rig, Truck Mounted, Watson Class.....	\$ 32.75	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

IRON0402-003 10/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.90	15.66

LAB01652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.05	7.27

PAIN0452-007 08/01/2025

Rates	Fringes
-------	---------

PAINTER: Brush, Roller and Spray.....	\$ 27.00	14.78
--	----------	-------

SUFL2009-169 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 16.93	0.00
LABORER: Common or General.....	\$ 10.64	0.00
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 14.00	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator....	\$ 15.33	3.60
OPERATOR: Bulldozer.....	\$ 14.95	0.81
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 16.05	0.00
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.95	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
 - c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION"

EXHIBIT C

KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT

Kelsey Park at Lake Shore Drive

Lake Park Florida

Environmental Review Results



December 4, 2025

Mr. Richard Reade, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

RE: Kelsey Park Fitness Equipment Environmental Review Results

Dear Mr. Reade:

Palm Beach County Department of Housing & Economic Development (HED) has completed an Environmental Review (ER) in accordance with 24 CFR Part 58 for the Community Development Block Grant Funding activity: Public Facilities and Improvements – Kelsey Park Fitness Equipment Replacement and Enhancement.

The ER did not identify any adverse environmental conditions for the funded activity, however plan to inform HED if any future environmental findings or conditions are discovered during activity implementation. If needed, applicable mitigation measures must be incorporated into implementation and may affect the total project cost. The ER will be kept on file at the HED office.

If you have any questions, contact Paulette Edwards, Community Development Programs Specialist at 561-233-3623 or pedwards1@pbc.gov.

Sincerely,

Jonathan B. Brown, Director
Housing and Economic Development

cc: Carlos Serrano, Deputy Director HED
Bud Cheney, Division Director, CREIS

Housing & Economic Development
Strategic Planning Division
100 Australian Avenue - Suite 500
West Palm Beach, FL 33406
(561) 233-3600
www.pbc.gov/hed

Palm Beach County Board of County Commissioners

Sara Baxter, Mayor
Marci Woodward, Vice Mayor

Maria G. Marino
Gregg K. Weiss
Joel G. Flores
Maria Sachs
Bobby Powell, Jr.

County Administrator
Joseph Abruzzo

"An Equal Opportunity Employer"



KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT



January 29, 2026

Town of Lake Park
535 Park Avenue
Lake Park, FL 33403



Re: Kelsey Park Fitness Trail Equipment Replacement (ITB #101-2026)

Dear Selection Committee,

Bliss Products and Services was built on a promise: to deliver every project with the same care, integrity, and attention to detail we'd expect in our own communities. Over the years, that promise has guided our evolution—from a regional playground equipment provider to a trusted General Contractor specializing in complex, turnkey site development.

This proposal reflects that evolution. Inside, you'll find not only our design vision and approach for the Kelsey Park Fitness Trail project, but also insight into the project management systems, internal teams, and field capabilities that now define who we are.

Recent years have brought exciting opportunities. Clients are turning to us to lead projects with multiple trades, challenging logistics, and tight timelines. We've stepped in to rescue delayed installs, bring order to complicated multi-site rollouts, and deliver results where others fell short. In response, we've expanded our internal capabilities:

- A dedicated **Project Management** team to streamline coordination from start to finish
- A growing **Field Services Department** trained to handle real-time adjustments and sitework
- A robust **Quality Control Process** to ensure fewer surprises and smoother closeouts

This isn't just about installing playground and recreation equipment. It's about building something lasting—with accountability, craftsmanship, and a team that takes pride in the entire process.

We look forward to the opportunity to work with the Town of Lake Park and hope this proposal gives you a clear picture of the value our team brings to the table.

Sincerely,

Gregg Bliss
President
Bliss Products and Services, Inc.
6831 S Sweetwater Road
Lithia Springs, GA 30122
800-248-2547
info@blissproducts.com
www.blissproducts.com

Bliss Products and Services, Inc.



Overview

Bliss Products and Services, Inc. (BPS) has been in the recreation business since 1984. With over forty years of success in an ever-changing industry, BPS has continued to expand not only territory but capabilities as well. Our growth can be directly attributed to our customer-first sales philosophy. BPS believes in a low-key and educated approach to each opportunity. Our team has experience in the design of all types and sizes of recreation and play environments. BPS offers site evaluations, budgetary proposals, custom designs, and installation services for a wide range of products. BPS can utilize the newest technologies available and support our staff and clients through multiple platforms.

Construction

BPS is not simply a sales agency. BPS has contractors licenses in ten states and currently holds a GC license in the State of Florida. With combined revenues of over 50M annually, BPS has the resources available to successfully complete projects of any size and scope.

Our installers specialize in the recreation industry. From concept to creation, our installers are committed to enhancing recreational environments for everyone and are equipped to handle the largest projects our customers may have.

License # CGC1516244
(Pictured Right)



Contact Information



Banking, Bonding, and Insurance

- BPS has bonding capabilities of over 3M dollars
- BPS carries insurance over 5M dollars (COI attached for reference)
- Specific banking, bonding, and credit references are available upon request
- FEIN: 59-2413631
- DUNS: 003456428
- E-Verify: 329247

General Information

Mailing Address:

6831 S Sweetwater Road
Lithia Springs, GA 30122

Local Office Address:

1854 Trade Center Way
Suite 201
Naples, FL 34109

Email Addresses:

Gregg Bliss, President: gregg@blissproducts.com
Patty Carruthers, Sales Representative: patty@blissproducts.com
Kristen George, Bid/Sales Manager: kristen@blissproducts.com
Jessica McCleary, Project Manager: jmccleary@blissproducts.com

Phone Numbers:

Gregg: 800-248-2547
Patty: 239-248-6430
Kristen: 800-248-2547
Jessica 800-248-2547

Staff Assigned to Project

For this project, the following people from Bliss Products will "touch" the project at some point during the process:

- Gregg Bliss, President
- Patty Carruthers, Sales Representative
- Gladys Velez, Sales Assistant
- Kristen George, Bid/Sales Manager
- Jessica McCleary, Project Coordinator
- Heather Smith, Order Entry
- Donna Moore, Accounting
- Ethan Crawford, Construction Manager
- Martina Lawrence, CAD Operator

Qualifications/Related Experience



Gregg Bliss, President

Gregg Bliss has been with BPS for over 30 years and took over as President in 2000. Since becoming President, Gregg has been responsible for expanding the company's territory to over 12 states and more than doubling both the sales staff and installation crews. Gregg is the qualifying agent for contractors' licenses in over five states, including holding a GC license in Florida. Gregg is CPSI certified and graduated Summa Cum Laude from Tarleton State University with a Bachelor of Science degree in Industrial Technology.



Patty Carruthers, Sales Representative

Patty began her career in the recreation industry in 1988 as a customer service representative for a major playground manufacturer. This experience provided a great understanding of the "behind the scenes" approach a manufacturer must endure. After relocating to South FL in 1995, Patty continued her work in the industry as a manufacturer's rep assisting customers with all their recreational needs. In 2006, after joining BPS, her growth in sales is a testament to her ability to meet the needs of the market and earn the respect from her customer base.



Kristen George, Bid Manager

Kristen started her recreation career with BPS, joining the team in 2015. She quickly climbed the ranks to become BPS' Bid Manager and now oversees the entire bid and quoting department. Her department sent out over 500 bids for the 2021 year and is still able to maintain an attention to detail that is unlike any other. Providing our customers with in depth information, accurate lead times, and comprehensive playground designs ensures our bids and quotes alike are sent out with as much detail and care as possible.



Jessica McCleary, Project Manager

Jessica has extensive knowledge of the construction industry and many years of experience managing projects varying in scope and size. Joining the BPS team a couple of years ago, Jessica has expanded her construction knowledge into the recreation side and has been able to efficiently manage the Installation Team at BPS to include subcontractors and internal staff.

References for Outdoor Fitness Projects



City of Jacksonville Parks and Recreation

214 N Hogan St, Jacksonville, FL 32202

Becca Wright

904-255-7919

City of Gainesville

Thomas Center, Building B

306 NE Sixth Ave, Gainesville, FL32601

Justin Baker

352-393-8187

Town of Zolfo Springs

3210 US Hwy 17 S, Zolfo Springs, FL 33890

Linda Roberson

863-735-0405

City of Miami Gardens

18605 NW 27th Ave, Miami Gardens, FL 33056

Anthony Smith

305-409-7350

Northeast State Community College

2425 Highway 75, Blountville, TN 37617

Lorie Fulton

423-354-2482

City of Tampa

2575 E Hanna Ave, Tampa, FL 33610

Karla Price

813-274-5134

Leon County

1907 South Monroe Street, Tallahassee, FL 32301

Travis Beckwith

850-228-7600

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HDINS, Inc dba Harry Daniel Insurance P.O. 2077 Cartersville, GA 30120 www.hdins.com AYP070759		CONTACT NAME: Meg Stover PHONE (A/C No, Ext): 770-382-8954 FAX (A/C, No): 770-386-4081 EMAIL ADDRESS: MStover@hdins.com															
INSURED Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Cincinnati Specialty Underwriters</td> <td>13037</td> </tr> <tr> <td>INSURER B: Sentinel Insurance Co, Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER C: Twin City Fire Insurance Co.</td> <td>29459</td> </tr> <tr> <td>INSURER D: Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER E: Certain Underwriters at Lloyd's, London</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Specialty Underwriters	13037	INSURER B: Sentinel Insurance Co, Ltd	11000	INSURER C: Twin City Fire Insurance Co.	29459	INSURER D: Hartford Underwriters Insurance Company	30104	INSURER E: Certain Underwriters at Lloyd's, London		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Cincinnati Specialty Underwriters	13037																
INSURER B: Sentinel Insurance Co, Ltd	11000																
INSURER C: Twin City Fire Insurance Co.	29459																
INSURER D: Hartford Underwriters Insurance Company	30104																
INSURER E: Certain Underwriters at Lloyd's, London																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 89059761 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	RUBR	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract & XCU <input checked="" type="checkbox"/> \$5000 Deductible per claim GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					CSU0024940	1/17/2026	1/17/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					20UECKN3349	7/29/2025	7/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$0					CSU0024939	1/17/2026	1/17/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Occur/Aggregate \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N			N/A	20WECAT3242	7/29/2025	7/29/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	IM-Installation					20SBABA5WVT	4/19/2025	4/19/2026	\$100,000
E	Professional Liability					HPL25-0081	4/28/2025	4/28/2026	\$1,000,000 per claim/aggregate
A	Network Security & Electronic Media Liability					CSU0202058	1/17/2026	1/17/2027	\$100,000 per claim/aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

--See Attached Remarks Schedule--

CERTIFICATE HOLDER Bid Purposes- SAMPLE Cert Pre bidding purposes Bid Purposes- SAMPLE Cert Bid Purposes- SAMPLE Cert GA 11111-1111	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE H. L. Daniel
--	--



Project Approach

Project Understanding

The Town of Lake Park is seeking a qualified contractor to remove existing fitness trail exercise equipment and furnish and install new fitness trail exercise equipment at Kelsey Park, including associated site restoration and optional ADA-compliant engineered wood fiber mulch, as defined in the Invitation to Bid and subsequent addenda. This project is partially grant-funded and is subject to applicable federal, state, and local requirements, including Davis-Bacon wage compliance and certified payroll reporting .

Our team understands the importance of minimizing disruption to park users while delivering a durable, code-compliant fitness trail that enhances recreational opportunities for the community.

Pre-Construction Coordination

Upon award, the Contractor will:

- Attend a pre-construction meeting with Town staff to confirm scope, schedule, site access, safety requirements, and reporting expectations.
- Verify existing site conditions, including quantity, location, and condition of existing fitness equipment and foundations.
- Confirm equipment selections, layout, and safety zones based on the approved fitness trail design and selected equipment activity types.
- Register all prime and subcontractors with the Town of Lake Park, as required.
- Submit all required shop drawings, product data, permits, insurance documentation, bonds (if applicable), and certifications prior to issuance of the Notice to Proceed

Demolition of Existing Fitness Equipment

The project includes the removal of approximately eight (8) existing fitness trail exercise equipment setups. Demolition activities will include:

- Removal and proper disposal of existing fitness equipment.
- Removal of associated concrete foundations, equipment sign posts, placards, and related materials.
- Restoration of disturbed areas through grading and site remediation as necessary.

All demolition quantities and conditions will be verified by the Contractor in the field, and pricing is based on the Contractor's own measurements and observations, in accordance with Addendum #3.

Project Approach



Furnishing and Installation of New Fitness Equipment

The Contractor will furnish and install new fitness trail exercise equipment as specified in the bid documents. While GameTime equipment served as the basis of design, equivalent equipment from other manufacturers offering equal fitness activity types is acceptable, provided all functional, dimensional, and safety requirements are met.

Installation activities will include:

- Layout and positioning of equipment per the approved fitness trail plan.
- Installation in accordance with manufacturer requirements and industry safety standards.
- Compliance with all applicable fall protection and clearance requirements.
- Final inspection and adjustment to ensure proper function and safety.

All work will be performed by experienced personnel familiar with outdoor fitness equipment installations.

Alternate #1 – ADA-Compliant Engineered Wood Fiber Mulch

If selected, the Contractor will furnish and install ADA-compliant engineered wood fiber mulch along the fitness trail pathway and exercise station surrounds, as shown in the bid documents. Scope includes:

- Field measurement and verification of mulch areas.
- Placement of new mulch over existing mulch where permitted.
- Minimum 6-inch depth along the fitness trail and a minimum 12-inch depth (or greater, as required) at exercise equipment surrounds based on fall protection requirements.
- Fine grading, surface preparation, and restoration of adjacent disturbed areas.

Areas outside the defined project limits are excluded from this scope, per Addendum #1

Project Approach



Labor Compliance and Grant Requirements

All labor, whether self-performed or subcontracted, will comply with:

- Davis-Bacon wage requirements using the updated wage determination issued January 1, 2026.
- Certified payroll submission requirements due to partial grant funding.
- All federal, state, and local labor regulations applicable to the project.

The Contractor will maintain accurate records and submit required documentation in accordance with Addendum #2 and Addendum #3.

Site Safety and Public Coordination

Safety is a priority throughout construction. The Contractor will:

- Implement appropriate site safety controls, including signage, temporary fencing, and controlled work zones.
- Coordinate work activities to minimize impact to park users and surrounding areas.
- Maintain a clean, organized site and promptly remove debris and waste materials.

Project Closeout

Upon completion, the Contractor will:

- Conduct a final walkthrough with Town representatives.
- Address any punch list items promptly.
- Submit all closeout documentation, including warranties, certifications, and final payroll documentation.
- Restore the site to a clean, safe, and functional condition ready for public use.



Proposed New Equipment

Captain's Chair

The outdoor Captain's Chair is a challenging ab workout that forgoes traditional sit-ups and crunches for an alternative core workout. Slowly raising and lifting and then lowering the legs engages the core and builds muscle strength.



Roman Chair Squat

The Roman Chair Squat provides lower body muscle and muscular endurance with core and flexibility enhancements.



Step Up Station

The Step Up Station is growing in popularity as it has numerous benefits. It can be a wonderful aerobic activity as the user must step up and down engaging the lower body and increasing the users heart rate.





Proposed New Equipment

Sit Up Station

The Sit-Up Station targets one's core by focusing on the abdominals and back. The user places their feet under the support bar and leans back until their back is just off the bench. They engage the core by slowly returning to the starting position.



Knee Lift Station

The Knee Lift Station encourages balance and flexibility as the user must lift their knees to waist level and hold for a count.



Horizontal Chin Up Station

The Horizontal Chin-Up offers many of the benefits of traditional Chin-Ups but also allows the user to balance his or her feet on the platform, thus enabling the individual to control the amount of body weight he or she is lifting with the arms. This component utilizes the Plyometric Box as the platform and thus offers the additional fitness benefits of the Plyometric Box -two exercises in one- for step ups, dips, and balance exercises.



Proposed New Equipment



Push Up Hi/Lo Combo

The Push Up Combo provides a muscle strength workout at two height variations enhancing upper body strength. Hand grip curvatures offer multiple grip positions to vary workout and challenge levels.



Overhead Ladder

The Overhead Ladder brings you back to your childhood while providing an intense upper body and core workout.



Assisted Functional Trainer

The Assisted Functional Trainer hosts a myriad of benefits from Cardiovascular Endurance, Balance, and Core strength. The center platform provides a step-up/step-down or step-up/step-over practice while each end offers a seated-to-standing exercise using the Comfort Seat provided, or by use from their mobility device.





Proposed New Equipment

Skill Trainer

The Skill Trainer develops Fine Motor Skills, Coordination, Flexibility and Balance. Offering multiple challenges including the Finger Walk and also the unique Ring Trace. Users will grasp a colored ring and slide it from one side of the bar to the other trying not to allow the ring to touch the inside bar. The Ring Trace is offered at three different heights: seated on the Comfort Seat, standing, or from a wheelchair.



Combination Fitness Hub

Combination Hub offer a multi user environment with four exercise configurations providing an exercises for upper and lower body muscles while promoting core strength, muscle endurance, and grip strength. The exercises include: variations of Chin-Up Station, Push-Up Station and a Horizontal Chin-Up Station.



Project Management



Overview

BPS believes that Project Management consists of four major factors: identifying and managing customer expectations, clear communication, and coordination with all parties, scheduling accurate and attainable milestones, and accountability.

Expectations

BPS believes in actively listening to the customer to understand the project entirely. These in-depth conversations allow for a design that truly embodies the customers' desires, budgets, and dreams! Honest up-front communication is invaluable to reducing stress, containing costs, avoiding disappointments, and ensuring the final proposal is precisely what the customer envisioned.

The list below, while not all encompassing, highlights some ways expectations are addressed and managed.

- Scope of Work - A detailed scope of work helps each party understand their responsibilities and expected project outcome.
- Completion Time Frame - BPS provides a detailed project schedule based upon projected start and end dates. Documenting milestones, deliveries, and critical path identifiers keeps all parties informed and focused on the ultimate end goal of a new playground area opening on time and without incident.
- Site Design - Our customers deserve a design that is unique, engaging, cost-effective, and compliant. BPS provides a site layout, 3D design, color options, and additional information as required to illustrate the result of the project clearly.

Communication

Communication of all types is of the utmost importance to the success of any project. While each project is unique and will have its own requirements, the list below embodies some of the many ways BPS uses to communicate each phase of project development.

On Site Meetings

Both pre-bid meetings and site review meetings are geared toward gathering knowledge crucial to the successful design and installation of the area. A site

Project Management



Communication cont'd

review can provide information not readily identified on paper (i.e., surrounding neighborhood aesthetics, access/egress requirements, potential utility lines, and overhead obstructions).

Construction meetings, when required by the project or warranted due to size and scope, help to facilitate coordination with other trades, ensuring scheduling milestones are on track and identify any potential issues to be immediately addressed.

BPS requires a final walk through of each job regardless of size and scope. The walk through allows us to interact with the customer and address the work that has been performed. During the walk through, the customer will be provided with any additional items per the contract (i.e., owner's kit, touch up paint, etc.) and will be required to sign off on the area as accepted.

Scheduling

Effective scheduling is one of the essential tools used to ensure the completion of each project. The parameters of each job dictate the amount of detail required for effective scheduling. Larger projects that span several weeks will require an in-depth look at milestones, interdependencies, resource allocation, simultaneous task completions, and coordination of deliveries to ensure the installation proceeds in the most efficient manner.

Accountability

While different individuals may be responsible for various aspects of project completion, at all stages our customers can expect their sales and management staff to be available and accountable for each milestone. The information below represents some of the more relevant areas and how they impact overall job satisfaction.

BPS understands that clearly identifying each site's unique characteristics and looking at the broader picture with regards to the site demographics, challenges, aesthetics, etc. helps to recognize and plan for solutions to any potential challenges. Utilities, access points, soil/digging conditions, etc. are easier to manage when they are noted on the front end of any project.

Project Management



Accountability cont'd

While there is no way to know every nuance of each project, utilizing this in-depth form helps to keep job data consistent and thorough and minimize job site disruption.

- Equipment Ordering and Production - BPS confirms equipment layout, color selection, and scope of work by requiring a final signature/approval on the playground design before placing the order.
- Installation - By combining the reports and written communication discussed earlier in this section, BPS monitors its installers daily to ensure each job is progressing and on-time. This proactive approach helps us keep constant communication with our customer on job status, completion time, and many other factors. Our installers are required to get a final sign off sheet while still on site and prior to final payment. This again, ensures that any issues identified were dealt with quickly and thoroughly so that the customer can be confident the area is safe, compliant, and ready to be enjoyed before we leave any project.

A successful Project Management Plan helps to successfully manage all four most critical aspects of each project!

Project Management



Time

- Inter-dependency Recognition and Management of Tasks
- Allocation of 10% Over Expected Time Frame for Weather
- Local Sales and Installer for Quick Response



Cost

- Sales, Installation, and Management Review of Solution
- Turn Key Pricing with SOW Acknowledgment



Quality

- Punch List for Installation
- All Sites Are Inspected Prior to Commencement of Work



Safety

- OSHA Certified Team Members
- Job Specific Safety Plan Developed
- 0 Reported Safety Violations or Incidents within the State of FL

About Action Fit



Our Story

Founded by a team of health enthusiasts and entrepreneurs, our outdoor fitness equipment company emerged in response to a growing need for accessible, engaging exercise solutions – beyond what the “average” gym can offer. Over the years, ACTION | FIT has continued to evolve as an outdoor gym equipment manufacturer. We leverage feedback from users and industry experts to refine our products, and we often collaborate with health and wellness organizations to jumpstart new initiatives.

About our Action

We offer a diverse range of equipment designed to facilitate dynamic and engaging workouts in open-air environments. From resistance stations and ellipticals to pull-up bars and balance trainers, our products cater to individuals of all ages and fitness levels.

Equipment for Every Ability and Body

We tailor our outdoor fitness exercise equipment to meet various ability levels. Most of our products offer modification options to accommodate different needs and preferences for users.

Engineered with ergonomics in mind, our outdoor equipment prioritizes different ages and fitness levels, helping to minimize the risk of injury and enhancing the workout experience for users of all body types.



About Action Fit



Maintenance

Unlike indoor equipment, there is very little maintenance needed. However, we do recommend a yearly review of the equipment. The hardware should be checked and tightened as necessary. All parts should also be checked for rust or paint loss and touched-up as necessary with paint. Each facility should maintain a detailed installation, inspection, maintenance and repair record for each site.

Warranty

ACTION | FIT comes with a 10 year limited warranty on the FitTech, Active Adult Fitness, and Traditional lines. Full warranty information is provided on pages 8, 20, and 24 of the ACTION | FIT catalog. A digital copy is also available upon request.

BF #1

BID FORM SIGNATURE PAGE:

BID No. 101-2026

KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT

Instructions: Remove or copy this and all following pages, complete, execute, and include in your bid package.

NAME OF FIRM: Bliss Products and Services, Inc.

ADDRESS: 10031 S. Sweetwater Rd.
Lithia Springs, GA 30122

PHONE: 800-248-2547

DATE: 1/20/20

AUTHORIZED SIGNATURE: 

Name (Printed name of Signer): Gregg Bliss

Title: President

Email: info@blissproducts.com

TOTAL BASE BID PRICE: \$ 92,155.00

Numeric Amount

ninety two thousand one hundred fifty
five dollars and zero cents

Bid Price Written out

Completion: One hundred fifty (150) calendar days after Notice to Proceed [Contractor may only perform work on this project Monday - Friday between 8am- 5pm, unless pre-approved for other hours by the Town].

Schedule of Required Bid Forms:

(Yes or N)

Local Forms:

- **BF #1:** Bid Form Signature Page (signed) Y
- **BF #2:** Acknowledge Addenda # 1, 2, 3 (if issued) Y
- **BF #3:** Schedule of Bid Items Y
- **BF #4:** Bid bond (minimum of 5% of total bid - if applicable) Y
- **BF #5:** Clarifications/Exceptions Y
- **BF #6:** List of References Y
- **BF #7:** Licenses/Certifications (copies of applicable licenses) Y
- **BF #8:** Proof of Existing Insurance Coverage Y
- **BF #9:** Drug Free Workplace Cert. (signed) Y
- **BF #10:** Conflict of Interest Disclosure Form Y
- **BF #11:** Truth-In Negotiations Certificate Y

Federal Forms:

- **FED #1:** Non-collusion Affidavit of Prime Bidder Y
- **FED #2:** Anti-kickback Affidavit Y
- **FED #3:** Certification of Non-Segregated Facilities Y
- **FED #4:** Certification of Eligibility of Contractor Y
- **FED #5:** Workforce Projection Y

BF #2

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 1/5/20

Addendum #2, Dated 1/7/20

Addendum #3, Dated 1/13/20

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

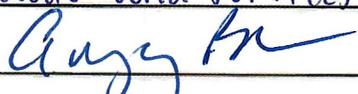
Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

 NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name: Bliss products and services, inc.

Signature: 

Name and Title: Gregg Bliss, President
(Print or Type)

Date: 1/20/20

BF #3

REVISED

SCHEDULE OF BID ITEMS:

BID No. 101-2026

KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT

ITEM	DESCRIPTION	QUANTITY	UNIT	EXTENDED BID AMOUNT
1	Indemnification	1	L.S.	\$100.00
2	General Conditions to include, mobilization project management, temp toilets, signage, MOT, temporary fencing, filing notice of commencement, testing, signed and sealed shop drawings for fitness equipment, project clean-up, contractor overhead and project closeout documents.	1	L.S.	\$ 3,000.00
3	Performance & Payment Bond (only applicable if proposed BASE BID price exceeds \$100,000.00)	1	L.S.	\$ N/A
4	Building Permit (Town of Lake Park) Unused amounts will be returned to the owner	1	Allowance	\$ 5,000.00
5	Demolition of Existing Fitness Equipment (Including removal concrete foundations)	1	L.S.	\$ 14,437.00
6	New Fitness Trail Exercise Equipment Furnish and Install all new Fitness Trail Exercise Equipment Includes equipment as indicated in bid documents with S&S Engineering. Includes clean-up and repairs / remediation to the surrounding site area that was disturbed by the contractors work operations, such as filling, grading and sodding.	1	L.S.	\$ 59,1218.00
7	Construction Contingency Allowance amount to be used a the discretion of the owner All unused amounts will be returned to the owner	1	Allowance	\$ 10,000.00

BASE BID ITEMS 1 THRU 7 \$ 92,155.00
Numeric Amount
ninety two thousand one hundred fifty five dollars
Written Amount

BF #3 cont.

ALTERNATE #1:

ADA COMPLIANT SAFETY MULCH AT FITNESS TRAIL PATHWAY

8 Furnish and Install Engineered Mulch **1** **L.S.** **\$ 25,372.00**

Including: fine-grade & prep work for surface installation
 Also, includes repairs/remediation to the surrounding site area that was disturbed by the contractors work operations such as grading and re-sodding.

TOTAL BASE BID ITEMS 1 THRU 8 **\$ 117,527.00**
Numeric Amount

one hundred seventeen thousand five hundred twenty seven
Written Amount dollars.

ESTIMATED NUMBER OF CALENDAR DAYS REQUIRED FOR DELIVERY OF ALL MATERIALS FROM DATE OF ORDER: 30-60 Calendar Days

BF #4

INSERT BID BOND HERE

If Applicable

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Bliss Products and Services, Inc.
6831 South Sweetwater Road
Lithia Springs, GA 30122

SURETY:

(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER:

(Name, legal status and address)
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Amount of Bid

PROJECT:

(Name, location or address, and Project number, if any)
Kelsey Park Fitness Trail Equipment Replacement

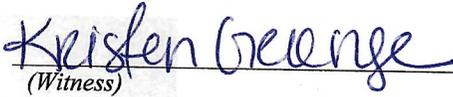
Project Number, if any:
101-2026

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

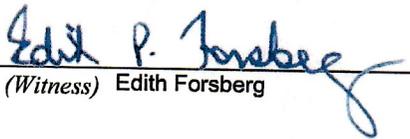
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

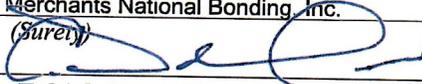
Signed and sealed this 30th day of January, 2026

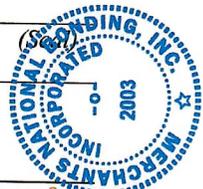

(Witness)

Bliss Products and Services, Inc.
(Principal)  *(Seal)*

(Title) Gregory Bliss, President


(Witness) Edith Forsberg

Merchants National Bonding, Inc.
(Surety) 
(Title) C. Wayne McCartha, Attorney-in-Fact



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

C Wayne McCartha; M Kathryn McCartha-Powers; Raymond E Cobb Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

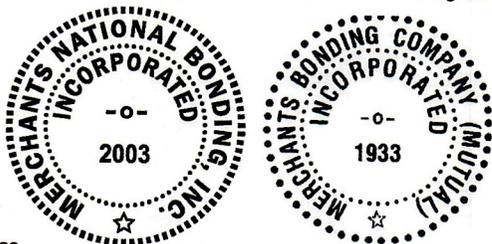
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

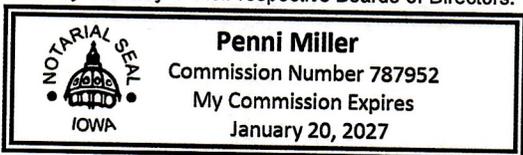


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

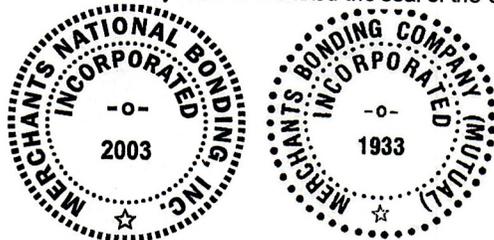


(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of January, 2026.



William Warner Jr.
Secretary

BF #6

LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

REFERENCE #1

Company Name/Agency: City of Miami Gardens

Address: 18405 NW 27th Ave
Miami Gardens, FL 33050

Point of Contact: Anthony Smith

Phone Number: 305-409-7350 Fax

Number: asmith1@miamigardens-fl.gov

REFERENCE #2

Company Name/Agency: City of Weston

Address: 20200 Saddle Club Rd.
Weston, FL 33327

Point of Contact: Kara Petty

Phone Number: 954-389-4321 Fax

Number: kpetty@westonfl.org

REFERENCE #3

Company Name/Agency: City of Hollywood

Address: PO BOX 229045
Hollywood, FL 33022

Point of Contact: David Vazquez

Phone Number: 954-921-3469 Fax

Number: dvazquez@hollywoodfl.org

BF #7

**INCLUDE PROOF OF PROPER LICENSING/CERTIFICATION
(APPLICABLE LICENSING TO PERFORM THE REQUIRED SERVICES INCLUDING
AUTHORIZED APPLICATORS CERTIFICATION OF SPECIFIED SYSTEM)**

Ron DeSantis, Governor



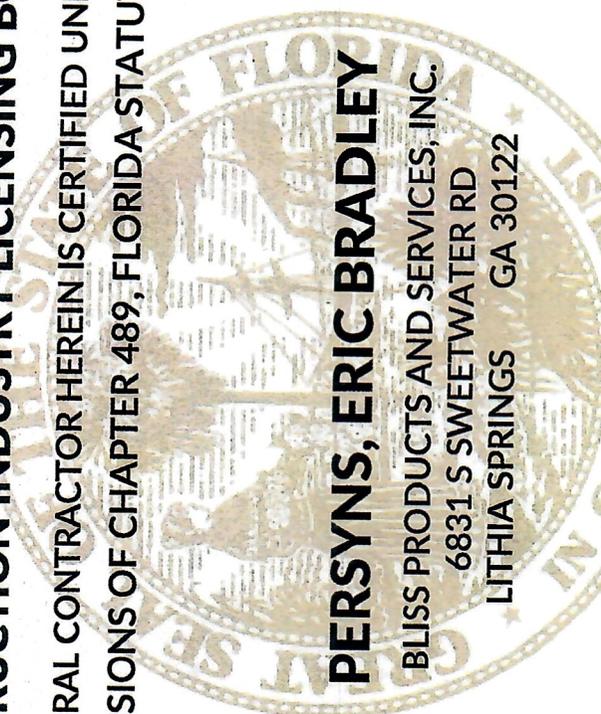
Melanie S. Griffin, Secretary



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

CONSTRUCTION INDUSTRY LICENSING BOARD

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



PERSYNS, ERIC BRADLEY

BLISS PRODUCTS AND SERVICES, INC.
6831 S SWEETWATER RD
LITHIA SPRINGS GA 30122

LICENSE NUMBER: CGC1516244

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 05/16/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BF #8

INCLUDE PROOF OF EXISTING INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Item 9.

DATE (MM/DD/YYYY)

1/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HDINS, Inc dba Harry Daniel Insurance P.O. 2077 Cartersville, GA 30120 www.hdins.com AYP070759		CONTACT NAME: Meg Stover PHONE (A/C, No, Ext): 770-382-8954 FAX (A/C, No): 770-386-4081 E-MAIL ADDRESS: MStover@hdins.com	
INSURED Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A: Cincinnati Specialty Underwriters 13037	
		INSURER B: Sentinel Insurance Co, Ltd 11000	
		INSURER C: Twin City Fire Insurance Co. 29459	
		INSURER D: Hartford Underwriters Insurance Company 30104	
		INSURER E: Certain Underwriters at Lloyd's, London	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 89059761 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract & XCU <input checked="" type="checkbox"/> \$5000 Deductible per claim GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CSU0024940	1/17/2026	1/17/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,0000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		20UECKN3349	7/29/2025	7/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$0		CSU0024939	1/17/2026	1/17/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Occur/Aggregate \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	20WECAT3242	7/29/2025	7/29/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	IM-Installation		20SBABA5WVT	4/19/2025	4/19/2026	\$100,000
E	Professional Liability		HPL25-0081	4/28/2025	4/28/2026	\$1,000,000 per claim/aggregate
A	Network Security & Electronic Media Liability		CSU0202058	1/17/2026	1/17/2027	\$100,000 per claim/aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

--See Attached Remarks Schedule--

CERTIFICATE HOLDER CANCELLATION

Bid Purposes- SAMPLE Cert Pre bidding purposes Bid Purposes- SAMPLE Cert Bid Purposes- SAMPLE Cert GA 11111-1111	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE H. L. Daniel <i>H L Daniel</i>
---	---

AGENCY CUSTOMER ID: A _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY HDINS, Inc dba Harry Daniel Insurance		NAMED INSURED Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122	
POLICY NUMBER See corresponding Certificate Number: 89059761		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: ACORD 25 (03/16)

HOLDER: Bid Purposes- SAMPLE Cert Pre bidding purposes

ADDRESS: Bid Purposes- SAMPLE Cert Bid Purposes- SAMPLE Cert GA 11111-1111

Information provided by this certificate (including any addendum/attachment) is strictly limited per State of Georgia statute OCGA 33-24-19.1.

GENERAL LIABILITY: Additional insured for ongoing and completed operations, on a primary and non-contributory basis, when required by executed written contract per form, CSGA4114 06/24.

GENERAL LIABILITY: Waiver of subrogation when required by executed written contract per form, CSGA4087 12/12.

AUTO LIABILITY: Additional insured, on a primary and non-contributory basis, and waiver of subrogation when required by executed written contract per form, HA9916 12/21.

EXCESS LIABILITY: General Liability, Auto Liability and Workers' Compensation policies are all listed on the Schedule of Underlying Insurance. Additional insured and waiver of subrogation per forms, CSCX100 02/13 and CSCX 207 10/20.

WORKERS' COMP: Waiver of subrogation when required by executed written contract per form, WC000313.

BF #9

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of Bliss Products and Services, Inc., maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We impose a sanction on or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Gregg Bliss
Authorized Signature (Date)

Gregg Bliss, President
Name & title (typed)

BF #10

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches. The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Bliss Products and Services, Inc.

Firm Name

Gregg Bliss

Signature

Gregg Bliss, President

Name and title (Print or Type)

11/28/20

Date

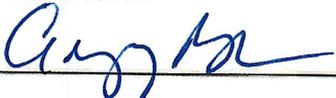
BF #11

TRUTH – IN NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: 
Title: President
Date: 1/28/20

FED #1

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

BEFORE ME, the undersigned authority, personally appeared Gregg Bliss, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He is President of Bliss Products and Services, Inc., the Bidder that has submitted a Bid to perform work for the following project:

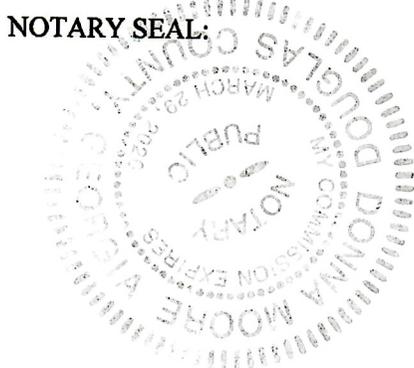
Contract #: 101-2026 Project Name: Kelley Park Fitness Trail Equipment Replacement

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Gregg Bliss
Signature:

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Douglas

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this 28 day of JAN 2026 by Gregg Bliss, who is personally known to me or who has produced _____ as identification.



Notary Signature: Donna Moore
Notary Name: Donna Moore
Notary Public-State of Florida
Commission No. _____

FED #2

ANTI-KICKBACK AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Gregg Bliss, who, after being by me first duly sworn, deposes and says:

(1) I am President of Bliss Products and Service, Inc. the bidder that has submitted a proposal to perform work for the following project:

Contract #: 101-2020 Project Name: Kelsey Park Fitness Trail Equipment Replacement

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: 

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Douglas

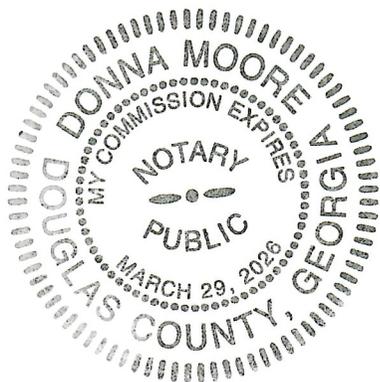
Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this 28 day of JAN 2020 by Gregg Bliss, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: 

Notary Name: Donna Moore
Notary Public-State of Florida

Commission No. _____



FED #3

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Kelsey Park Fitness Trail Equipment Replacement

Company Name and Address: Bliss Products and Services, Inc.
1631 S. Sweetwater Rd.
Lithia Springs, GA 30122


Signature

Gregg Bliss, President
Name and Title

1/28/20
Date

FED #4

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared Gregg Bliss, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the President of Bliss Products and Services, Inc., hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC151U244 Expiration Date: 8/31/20
who submitted a proposal to perform work for the following project:

Contract #: ITB #101-2026 Project Name: Kelsey Park Fitness Trail Equipment Replacement

- (2) He/she is fully informed that the Proposal submitted for work to be performed under the above-mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
- (4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
- (5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: *Gregg Bliss*

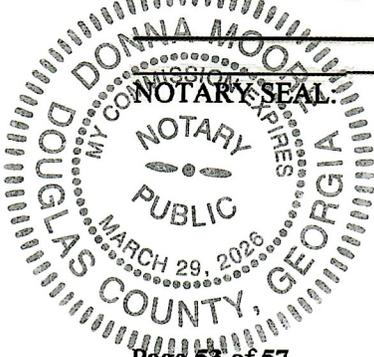
STATE OF FLORIDA
COUNTY OF PALM BEACH

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this 28 day of JAN 2020 by Gregg Bliss, who is personally known to me or who has produced _____ as identification.

Notary Signature: *Donna Moore*

Notary Name: Donna Moore
Notary Public-State of Florida

Commission No. _____



FED #5

WORKFORCE PROJECTION
HEAVY WAGE DECISION

PROJECT NAME:	Kelsey Park Fitness Trail Equipment Replacement
----------------------	--

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

OPERATORS

OTHER WORK CLASSIFICATIONS

- Cranes, all tower cranes
- Cranes with boom length 150 ft and over
- Cranes with boom length less than 150 ft
- Drill
- Oiler
- Asphalt Paver
- Backhoe Loader Combo
- Backhoe/ Excavator
- Bulldozer
- Grader/Blade
- Loader
- Mechanic (type: _____)
- Roller
- Scraper
- Trackhoe
- Tractor
- Other (must specify below):

- Electrician
- Ironworker – Structural
- Laborer – Grade Checker
- Painter, - brush, roller & spray
- Carpenter – includes form work
- Cement Mason/ Concrete Finisher
- Laborer – Common or General
- Laborer – Pipe-layer
- Laborer - Power Tool Operator
(Hand Held Drills/ Saws, Jackhammer)
and Power Saws only
- Truck Driver, includes Dump Truck
- Truck Driver – Off the Road Truck
- Welder
- Welder
- Other (must specify below):

Documents Required for Federal Funded Projects

(as provided by Palm Beach County - PBC)

A (1)

1014 Federal Requirements Construction – Part One - General Requirements and Forms
(Pages 1 -21)

A (2)

1014 Federal Requirements Construction - Part Two DBRA (Pages 1 -13)

See Attached **EXHIBIT A**

Davis Bacon Wage Decision (Applicable to this project)

General Decision Number: FL20250130 12/12/2025

See Attached **EXHIBIT B**

Environmental Review Results

See Attached **EXHIBIT C**

Page Intentionally Left Blank

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

BEFORE ME, the undersigned authority, personally appeared Gregg Bliss, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He is President of Bliss Products and Services, Inc., the Bidder that has submitted a Bid to perform work for the following project:

Contract #: 101-2020 Project Name: Kelsey Park Fitness Trail Equipment

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: Gregg Bliss

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Douglas

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this 28 day of JAN 2020 by

Gregg Bliss, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: Donna Moore

Notary Name: Donna Moore
Notary Public-State of Florida

Commission No. _____



PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

ANTI-KICKBACK AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Gregg Bliss, who, after being by me first duly sworn, deposes and says:

(1) I am President of Bliss Products and Services, Inc., the undersigned that has submitted a proposal to perform work for the following project:

Contract #: 101-2026 Project Name: KEISLEY PARK Fitness Trail Equipment Replacement

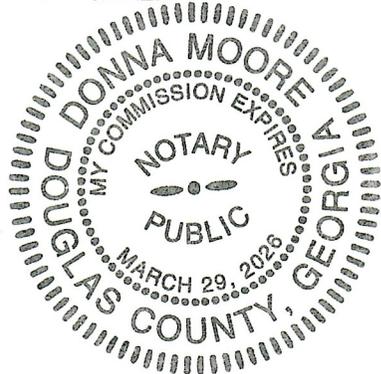
(2) I, the undersigned, hereby depose and say that no portion of the sum proposal in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: Gregg Bliss

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Douglas

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this 28 day of JAN 2026 by Gregg Bliss, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:



Notary Signature: Donna Moore

Notary Name: Donna Moore
Notary Public-State of Florida

Commission No. _____

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared Gregg Bliss, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the President of Bliss Products and services, Inc., hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC1510244 Expiration Date: 8/31/20
who submitted a proposal to perform work for the following project:

Contract #: 101-2020 Project Name: Kelsey Park Fitness Trail Equipment Replacement

- (2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
- (4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
- (5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: *Gregg Bliss*

STATE OF FLORIDA Georgia
COUNTY OF Douglas

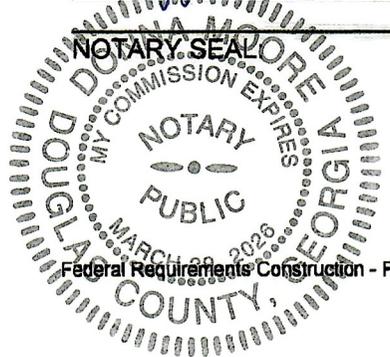
Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this 28 day of JAN 2020 by

Gregg Bliss, who is personally known to me or who has produced as identification.

Notary Signature: *Donna Moore*

Notary Name: Donna Moore
Notary Public-State of Florida

Commission No. _____



PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The undersigned certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The undersigned agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Kelley Park Fitness Trail Equipment Replacement

Company Name and Address: Bliss Products and Services, Inc.
10831 S. Sweetwater Rd.
Lithia Springs, GA 30122


Signature

Gregg Bliss, President
Name and Title

1/28/20
Date

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

WORKFORCE PROJECTION

PROJECT NAME: Kelsey Park Fitness Trail Equipment Replacement

Instructions: Consult the Project Wage Decision/s and check all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

OPERATORS

- Asphalt Paver
Backhoe
Backhoe Loader Combo
Bobcat/ Skid Steer/ Skid Loader
Boom
Boring Machine
Broom/ Sweeper
Bulldozer
Concrete Finishing Machine
Concrete Pump
Concrete Saw
Crane
Crane, all tower cranes
Crane with boom length 150 ft and over
Crane with boom length less than 150 ft
Crane, all Cranes over 160 Ton Capacity
Crane - all Cranes over 15 Ton Capacity
Curb Machine
Distributor
Drill
Excavator
Forklift
Gradall
Grader/Blade
Grinding/ Grooving Machine
Highway/ Parking Lot Striping - Striping Machine Operator
Highway/ Parking Lot Striping - Spray Nozzleman
Loader
Mechanic (type:)
Milling Machine
Oiler
Paver - Asphalt, Aggregate, Concrete
Piledriver
Post Driver (Guardrail/ Fences)
Roller
Scraper
Screed
Trackhoe
Tractor
Trencher

DRIVERS

- Truck Driver, Distributor Truck
Truck Driver, Dump Truck
Truck Driver, Flatbed Truck
Truck Driver, Lowboy Truck
Truck Driver, Slurry Truck
Truck Driver, Vector Truck
Truck Driver, Water Truck
Truck Driver, Off the Road Truck

OTHER WORK CLASSIFICATIONS

- Asbestos Worker/ Heat & Frost Insulator
Bricklayer
Carpenter, includes Form Work
Carpenter, excludes Drywall Hanging

- Carpenter - includes Acoustical Ceiling Installation, Drywall Finishing/ Taping, Drywall Hanging, Form Work, Metal Stud Installation
Carpenter - Piledriverman
Cement Mason/Concrete Finisher
Drywall Finisher/Taper
Drywall Hanger
Elevator Mechanic
Fence Erector
Glazier
Highway/ Parking Lot Striping - Painter
Installer - Guardrail
Ironworker - Ornamental, Reinforcing, Structural
Tile Setter
Laborer - Traffic Control Specialist, incl. placing of cones/ barricades/ barrels - Setter, Mover, Sweeper
Laborer - Asphalt, incl Raker, Shoveler, Spreader and Distributor
Laborer - Common or General
Laborer - Flagger
Laborer - Grade Checker
Laborer - Landscape and Irrigation
Laborer - Mason Tender - Brick
Laborer - Mason Tender - Cement/ Concrete
Laborer - Common or General, including Cement Mason Tending
Laborer - Plaster Tender
Laborer - Pipelayer
Laborer - Power Tool Operator (Hand Held Drills/ Saws, Jackhammer and Power Saws only)
Laborer - Roof Tearoff
Painter - brush, roller & spray
Electrician
Electrician (includes Low Voltage Wiring)
HVAC Mechanic (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct)
Pipefitter (includes HVAC pipe, Unit and Temperature Controls Installations)
Sheet Metal Worker (includes HVAC duct installation, excludes Metal Roof installation)
Plumber
Roofer (includes Built Up, Modified Bitumen, and Shake & Shingle Roofs, Excludes Metal Roofs)
Roofer - Metal Roof
Sign Erector
Sprinkler Fitter (fire sprinklers)
Welder
Additional Classifications (must specify below):

Submitted by: Gregg Bliss Company Name: Bliss Products and Services, Inc. Date: 1/28/20



TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403

PROJECT:
Kelsey Park Fitness Trail Equipment Replacement
ITB#: 010-2026

ADDENDUM #1:

January 05, 2026

Question 1: *“Is there a specific company you want us to use for the equipment?”
“If not can you give the dimensions and specs so we can get prices?”*

Response: There is no specific company to be used for the fitness trail equipment, only specifically selected activity type for the exercise equipment.

The basis of design for the fitness equipment was GameTime; however, other equipment manufactures that offer “Equal To” fitness equipment and fitness exercise activity type will be accepted.

Question 2: *“What is the extent of the mulch replacement as described in Alternate #1?”*

Response: The intent of the Alternate #1 is to furnish and install “ADA Compliant Engineered Wood Fiber Mulch” for the total length of the fitness trail as shown on the Fitness Trail Layout including exercise surrounds.
(as shown on (page 30 of the bid documents – trail is shown in brown and exercise surround is shown white – both of these areas are to be included.)

The new mulch can be placed over the existing mulch. 6” minimum thickness over at the trail and at the newly installed equipment surround area the thickness shall be as recommended & required for the selected / identified equipment activity type in both thickness and fall protection area; but not less than 12” at the new equipment surround area.

It is recommended that the contractor field measure the length / width of the proposed fitness trail and the equipment surround areas.

Note: The fitness trail continues out side of the proposed layout area; this section of the fitness trail is not included in this new mulch scope of work.

Question 3: *“Does the Schedule of Bid Items (BF #3), Item 5 “Demolition of Existing Fitness Equipment” include the cost of both demolition of existing equipment and installation of new equipment ?”*

Response: Please refer to “Revised” Schedule of Bid Items (BF #3) sheet. (SEE ATTACHED)

Note that the new form reflects Item 5 “Demolition of Existing Fitness Equipment”
And Item 6 reflects “Furnish & Installation of New Fitness Equipment ...”

The Construction Contingency is now Item 7.

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

Failure to return this addendum with your proposal submittal will be cause for disqualification.

Issued By: Town of Lake Park, Office of the Town Clerk

Date: _____

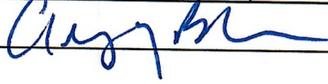
Signed By: _____
Vivian Mendez, MMC
Town Clerk

**Vivian
Mendez**

Digitally signed by Vivian Mendez
DN: cn=Vivian Mendez, o=Town of
Lake Park, ou=Town Clerk,
email=vmendez@lakeparkflorida.go
v, c=US
Date: 2026.01.05 15:47:49 -05'00'

Bidder Acknowledgement of Receipt of Addendum #1:

Company Name: Bliss Products and services, inc.

Authorized Signature: 

Print Name: Gregg Bliss

Title: President

Date: 1/30/24

End of Addendum No. 1



TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403

PROJECT:
Kelsey Park Fitness Trail Equipment Replacement
ITB #: 101-2026

ADDENDUM #2:

January 07, 2026

DAVIS BACON WAGE DETERMINATION UPDATE:

The Davis Bacon Wage Decision for this project was updated on January 01, 2026.

The new Wage Decision will apply to this project. Please include and apply these updated wage rates to the labor wage calculations associated with your bid proposal.

Updated General Decision Number: FL20260130 01/02/2026

Superseded General Decision Number: FL20250130

Proposers must acknowledge receipt of this Addendum No. 2 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

Failure to return this addendum with your proposal submittal will be cause for disqualification.

Issued By: Town of Lake Park, Office of the Town Clerk

Date: _____

Signed By: _____

Vivian Mendez, MMC
Town Clerk

Vivian Mendez

Digitally signed by Vivian Mendez
DN: cn=Vivian Mendez, o=Town of Lake
Park, ou=Town Clerk,
email=vmendez@lakeparkflorida.gov,
c=US
Date: 2026.01.07 09:16:07 -05'00'

Bidder Acknowledgement of Receipt of Addendum #2:

Company Name: Bliss Products and Services, Inc.

Authorized Signature: *Gregg Bliss*

Print Name: Gregg Bliss

Title: president

Date: 1/30/26

End of Addendum No. 1

1/6/26, 9:11 AM

SAM.gov

"General Decision Number: FL20260130 01/02/2026

Superseded General Decision Number: FL20250130

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number 0 Publication Date 01/02/2026

ELEC0728-006 03/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	15.20

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

ENGI0487-026 07/01/2023

	Rates	Fringes
OPERATOR: Drill		
Drill Rig, Truck Mounted, Sterling Class.....	\$ 27.00	14.90
Drill Rig, Truck Mounted, Watson Class.....	\$ 32.75	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

IRON0402-003 10/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.90	15.66

LABO1652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.05	7.27

PAIN0452-007 08/01/2025

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 27.00	14.78

SUFL2009-169 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 16.93	0.00
LABORER: Common or General.....	\$ 10.64	0.00
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 14.00	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 15.33	3.60
OPERATOR: Bulldozer.....	\$ 14.95	0.81
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 16.05	0.00
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.95	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

1/6/26, 9:11 AM

SAM.gov

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

<https://sam.gov/wage-determination/FL20260130/0>

1/6/26, 9:11 AM

SAM.gov

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

1/6/26, 9:11 AM

SAM.gov

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION

..



TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403

PROJECT:
Kelsey Park Fitness Trail Equipment Replacement
ITB#: 010-2026

ADDENDUM #3:

January 13, 2026

Question 1: *“Is there removal of equipment?”*

Response: Yes, removal of the existing fitness equipment is included.
We estimate eight (8) existing Fitness Trail Exercise Equipment setups to be removed.
Some of the setups are outside of the limits of the proposed area of the new installation.
Note: equipment demolition is to include removal and disposing of equipment, equipment sign post & placard and associated foundations.
Bidder to verify equipment conditions, locations and count. Bidders pricing shall be based on their own observations and calculations.

Question 2: *“Do you have the SQFT or CY needed for the EWF trail?”*

Response: The bidder shall measure and verify the area of required mulch. Bidders pricing shall be based on their own measurements and calculations.
For Reference Only: The Town’s measurements are as follows:
Fitness Trail: Approximately 1050 lnft x 4’ width (average width)
Exercise Work Stations: Approximately 15’ x 20’ x 11 stations
Note: measured work station mulch area is a minimum. Area size may be larger depending on the safe and fall protection zone required by the specific exercise equipment.

Question 3: *“We do sub contact our labor, what do we need to receive prior to approval?”*

Response: Bidders in-house labor and or subcontracted labor will be subject to the following:

- All companies working on the project will need to be registered with the Town.
- All workers (Prime or Subcontracted) will be subject to the Davis Bacon Wage requirements. See Addendum #2 for “Updated” wage determination that will apply to this project.
- This project is partially grant funded; submission of certified payrolls will be required.

Proposers must acknowledge receipt of this Addendum No. 3 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

Failure to return this addendum with your proposal submittal will be cause for disqualification.

Issued By: Town of Lake Park, Office of the Town Clerk

Date: _____

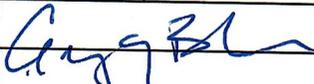
Signed By: _____
Vivian Mendez, MMC
Town Clerk

**Vivian
Mendez**

Digitally signed by Vivian Mendez
DN: cn=Vivian Mendez, o=Town of Lake Park, ou=Town Clerk, email=vmendez@lakeparkflorida.gov, c=US
Date: 2026.01.13 12:01:53 -05'00'

Bidder Acknowledgement of Receipt of Addendum #3:

Company Name: Bliss Products and Services, Inc.

Authorized Signature: _____


Print Name: Gregg Bliss

Title: President

Date: 1/30/26

End of Addendum No. 3

RESOLUTION 57-09-25

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION

OF THE TOWN OF LAKE PARK, FLORIDA:

SECTION 1. The foregoing recitals are incorporated herein.

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

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

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

	AYE	NAY
MAYOR ROGER D. MICHAUD	<u>/</u>	—
VICE MAYOR MICHAEL J. HENSLEY	<u>/</u>	—
COMMISSIONER JOHN LINDEN	<u>/</u>	—
COMMISSIONER MICHAEL O'ROURKE	<u>/</u>	—
COMMISSIONER JUDITH E. THOMAS	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution 57-09.25 duly passed and adopted this 3 day of September, 2025.

TOWN OF LAKE PARK, FLORIDA

BY: Roger D. Michaud
ROGER D. MICHAUD
MAYOR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: Thomas I. Baird
THOMAS I. BAIRD
TOWN ATTORNEY

CDBG CAPITAL IMPROVEMENT AGREEMENT**BETWEEN PALM BEACH COUNTY****R 2025 1483****TOWN OF LAKE PARK****OCT 21 2025**

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

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

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

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

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

1. DEFINITIONS

- (A) "**County**" means Palm Beach County.
- (B) "**CDBG**" means the Community Development Block Grant Program of Palm Beach County.
- (C) "**DHED**" means Palm Beach County Department of Housing & Economic Development.
- (D) "**Subrecipient**" means the **Town of Lake Park**, a Subrecipient as defined in 2 CFR Parts 184 and 200.
- (E) "**DHED Approval**" means the written approval of the DHED Director or his designee.
- (F) "**HUD**" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "**Low and Moderate Income Persons**" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.
- (H) "**Program Income**" means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.

- (I) **"Revenues"** means funds generated by activities housed on a property assisted with CDBG funds.
- (J) **"Project"** means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.
- (K) **"County's Urban County Program"** shall mean the Urban County Qualification Program as defined by HUD.

2. **PURPOSE**

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

3. **TIME OF PERFORMANCE**

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

4. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

Capital Improvements

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

5. **FUNDING DISBURSEMENT TO SUBRECIPIENT**

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

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

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

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

6. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

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

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

(B) FINANCIAL ACCOUNTABILITY

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

(C) SUBCONTRACTS

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

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

(D) PURCHASING

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

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

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

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

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

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

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

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

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

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

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

8. **PROGRAM BENEFICIARIES**

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

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

9. AUDITS AND INSPECTIONS

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

10. REPAYMENT PROVISIONS

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

12. REVERSION OF ASSETS

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

13. DATA BECOMES COUNTY PROPERTY

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

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

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

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

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

14. INDEMNIFICATION

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

15. INSURANCE BY SUBRECIPIENT:

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

16. CONFLICT OF INTEREST

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

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

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

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

17. RECOGNITION

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

18. ADDITIONAL REFERENCE DOCUMENTS

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

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

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

19. TERMINATION AND SUSPENSION

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

(A) TERMINATION FOR CAUSE

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

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

(B) **TERMINATION FOR CONVENIENCE**

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

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

(C) **TERMINATION DUE TO CESSATION**

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

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

20. SEVERABILITY OF PROVISIONS

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

21. NO ASSIGNMENT

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

22. AMENDMENTS

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

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

23. NOTICE

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

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

With a copy to:

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

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

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

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

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

25. NO FORFEITURE

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

26. PERSONNEL

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

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

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

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

27. FEDERAL AND STATE TAX

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

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

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

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

29. SCRUTINIZED COMPANIES

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

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

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

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

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

30. SUCCESSORS AND ASSIGNS

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

31. INDEBTEDNESS

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

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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

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

34. REMEDIES

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

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

35. SOURCE OF FUNDING

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

36. PUBLIC RECORDS

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

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.
- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service.

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

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

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

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

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

37. COUNTERPARTS OF THE AGREEMENT

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

38. E-VERIFY EMPLOYMENT ELIGIBILITY

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

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

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

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

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

39. CDBG SPECIFIC REQUIREMENTS

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

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

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

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

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

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

- C. Program Income: The Subrecipient shall report annually to DHED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.
- D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

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

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

- E. Citizen Participation: The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DHED.
- F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

- G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.
- H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DHED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.
- I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from DHED.

40. INCORPORATION BY REFERENCE

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

41. ENTIRE UNDERSTANDING

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this 4th day of September, 2025.



By: Vivian Mendez
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK

By: Roger D. Michaud
Roger D. Michaud, Mayor

By: Richard J. Reade
Richard J. Reade, Town Manager

By: Thomas J. Baird
Attorney for Subrecipient
(Signature Optional)
Thomas J. Baird

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

R 2025 1483
OCT 21 2025

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

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

**Approved as to Form and
Legal Sufficiency**

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

Digitally signed by Howard J. Falcon
DN: cn=Howard J. Falcon, o=Palm Beach County, DC=pbcbgov, OU=Florida, OU=CATT, OU=Users, CN=Falcon III, E=HFalcon@pbcbgov.com, Reason: I am approving this document
Date: 2025.09.05 16:04:54-04'00'
Font PDF Editor Version: 12.1.0

By: 
Howard J. Falcon III
Chief Assistant County Attorney

By: 
Carlos R. Serrano
Deputy Director

EXHIBIT "A"**CAPITAL IMPROVEMENT PROJECT**
SCOPE OF WORK

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

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

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

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

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

B. BENEFICIARIES

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

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

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

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

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

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

D. PROCUREMENT AND CONSTRUCTION

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

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

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

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

- a. **The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by Section 3 businesses, to meet requirements of the Build America, Buy America Act (2 CFR Part 184) and the Uniform Administrative Requirements (2 CFR Part 200).**
- b. **Prior to issue of the advertisement for bid, DHED may request that the Subrecipient submits to DHED a copy of the bid document package for review to determine compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.**
- c. **Following the bid process, the Subrecipient shall submit a copy of bid package to DHED including any addendums, documentation regarding any protests filed regarding the bids, a notice of contract award and a copy of the executed construction contract.**

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

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

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

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

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

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

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

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

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

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

E. FUNDS REIMBURSEMENT TO SUBRECIPIENT

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

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

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

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

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

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

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

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

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

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

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

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

H. DAVIS-BACON AND RELATED ACTS (DBRA)

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

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

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

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

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

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

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

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

I. BUILD AMERICA BUY AMERICA ACT (BABAA)

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

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

- (1) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
- (2) All manufactured products used in the project are produced in the United States – This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. **Subrecipient must complete and provide** all documentation related to the BABAA, as provided by DHED.

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

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

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

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

User Responsibilities

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

Disclaimer of Warranties for LCRS

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

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

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

K. INSURANCE BY SUBRECIPIENT

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

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

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

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

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

The Certificate Holder shall read:

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

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

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

L. INSURANCE BY SUBRECIPIENT'S CONTRACTOR

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

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

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

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

- (1) **Commercial General Liability**: Contractor shall maintain limit of liability insurance with minimum limits of **\$1,000,000** combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Subrecipient and County as Additional Insureds. Subrecipient shall also require that the Contractor include a Waiver of Subrogation against County.
 - (a) **Additional Insured Endorsement**: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured"**. A copy of the endorsement shall be provided to County upon request.
- (2) **Business Automobile Liability**: Insurance with minimum limits of **\$1,000,000** combined single limits for property damage and bodily injury per occurrence. In the event the Contractor owns no automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating the Contractor does not own any vehicles and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase "Owned Auto" coverage as of the date vehicle(s) acquired. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage.
- (3) **Workers' Compensation**: Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.
- (4) **Pollution Liability/Environmental Impairment Liability**: If asbestos remediation is required, the successful bidder shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than **One Million Dollars (\$1,000,000) per occurrence** providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. Policy will include coverage for asbestos abatement operations and disposal. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars (\$10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder's acceptability of a higher self-insured retention or deductible in relationship to successful bidder's financial condition.

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

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

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

The Certificate Holder shall read:

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

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

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

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

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

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

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

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

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

- P. **USE OF THE PROJECT FACILITY/PROPERTY**: The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):
 - (1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - (a) The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
 - (b) The requirements of paragraph (2) of this section are met.

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

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

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

- (3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.
- (4) Upon DHED request, Subrecipient shall submit a certification regarding use of the project facility/property in a form provided by DHED.

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

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

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

- (1) **Section 3 Reporting Requirements:** All Labor hours for a Section 3 Covered Project; all labor hours for Section 3 Workers; and all labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75, shall to be reported to the County through the Labor Compliance Reporting System (LCRS) throughout the Section 3 Covered Project. See Exhibit "A" - Section (J): Required Use of the Labor Compliance Reporting System (LCRS).
- (i) **Additional Section 3 reporting requirements:** In the event Section 3 benchmark goals identified in 24 CFR Part 75 are not met at completion of a Section 3 Covered Project, the Subrecipient must also submit a written report to the County on the qualitative nature of its activities and those of its contractors and subcontractors pursuant per 24 CFR Part 75.

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

Section 3 Clause

- (i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C. §170 1u), final rule requirements for CDBG, and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly those who are recipients of HUD assistance for housing. Section 3 applies to training or employment arising in connection with HUD-funded housing rehabilitation, housing construction, or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects. These opportunities are, to the greatest extent feasible, required to be given to low- and very low-income persons and business concerns that provide economic opportunities to low- or very low-income persons.
- (ii) The Section 3 Clause provides that total labor hours for the project shall be reported; labor hours for Section 3 Workers shall be reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 shall be reported by the Subrecipient, to the County for submittal to the Department of Housing and Urban Development.
- (iii) The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.
- (iv) Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

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

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

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

S. COUNTY RESPONSIBILITIES

- (1) Provide funding for the above-specified improvements as described in the "Project Scope", during the term of this Agreement, in the amount of **\$41,558**. However, the County shall not be obligated to provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.
- (2) County reserves the right to withhold funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's construction contract has been procured in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- (3) Provide technical assistance to the Subrecipient when requested, or as determined by DHED.
- (4) Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.
- (5) Allowable costs that may be paid by the County under this Agreement in addition to those stated in Exhibit "A" – Scope of Work, Section A. above:
 - (a) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (b) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

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

SCHEDULE "I"
PROJECT REPORT

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

A. Agreement/ MOU Expenditure Requirements (Cumulative)	
	\$0.00
50% benchmark	\$0.00
100% benchmark	\$0.00 <i>Total DHED Funding Amount</i>

B. Reimbursement/Disbursement/Payment/Draw Requests

1. Enter information in the BLUE cells only.

2. In Column C, enter the projected amount to be requested. Projections should meet the benchmarks of the County agreement.

3. In Column D, enter the actual amount that was requested.

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

PROJECT REPORT (CONT'D)

C. Amounts Budgeted/ Expended to date:

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

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

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

E. Performance Requirements

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

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

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

G. Report prepared by:

Name:		Signature:
Phone:		
Date:		

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

SCHEDULE "II"**ASBESTOS REQUIREMENTS**
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

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

I. DEFINITIONS

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

II. ASBESTOS SURVEYS

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

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

- (a) Point counting must be conducted for all regulated asbestos containing materials (RACM) indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting.
- (b) Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- (c) Joint compound shall be analyzed as a separate layer.
- (d) Roofing material shall be sampled only if a renovation requires the roof to be disturbed. (In lieu of sampling the roof, it will be presumed to contain asbestos)

B. For Demolition Projects:

- (a) Point counting should be conducted for all RACM indicating 1% - 10% asbestos by PLM analysis. This includes joint compounds (to be analyzed as a separate layer and vinyl asbestos tile. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 - 1. Assume the material is greater than 1% and treat it as RACM, or
 - 2. Require verification by point counting
- (b) Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- (c) All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content.
- (d) Roof materials shall be presumed to be asbestos containing.

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

III. ASBESTOS ABATEMENT**A. RENOVATION**

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor (FLAC) under the direction of a FLAC prior to demolition. Exceptions may be granted by DHED prior to the removal, (such as asbestos containing roofs, transite pipe) The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.
- (c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED and the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan), sealed by a FLAC.
 - 2. Pre and Post Job submittals, reviewed and signed by the FLAC.
- (d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.

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

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

B. DEMOLITION

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

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

- (a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.
- (b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the PBC/DHED and reviewed by the PBCAC.
1. An Asbestos Abatement Specification (Work Plan), sealed by a FLAC.
 2. Pre and Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.

- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) For all demolitions involving asbestos containing floor tile, asbestos containing roofing material and materials containing <1%, the Demolition Contractor shall submit the following documents to DHED. DHED will provide a copy of these documents to PBCAC.
 - 1. Signed statement that the demolition contractor has read and understood the requirements for complying with EPA, OSHA, and the State of Florida Licensing regulations for demolition of structures with asbestos materials.
 - 2. Submit a plan for the demolition of asbestos containing roofing and floor tile. State if these materials are likely to remain intact. Include in the plan what shall occur if materials become "not intact."
 - 3. Submit a plan for compliance with OSHA requirements such as but not limited to: competent person, establishing a regulated area, asbestos training of workers, respiratory protection, use of disposable suits, air monitoring, segregation of waste, containerizing asbestos waste, waste disposal.
- (g) If materials are discovered that are suspected asbestos materials that were not previously sampled, stop all work that will disturb these materials and immediately notify DHED.

IV. NESHAP NOTIFICATION

A. RENOVATION

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

B. DEMOLITION

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

C. NESHAP FORM

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

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

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

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

- (a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 - 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 - 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors.
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, September 1998, or current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association (FRSA), June 1995, or current version.

- (i) US Department of Labor, OSHA Standard Interpretation
 - 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 - 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 - 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

TOWN OF LAKE PARK CDBG CAPITAL IMPROVEMENT AGREEMENT FY2025-20

SCHEDULE "III"

ESTIMATE OF PROBABLE CONSTRUCTION COST AND PROJECT BUDGET

ORGANIZATION: Town of Lake Park				CONTACT NAME: Merrell Angstreich				
PROGRAM: CAPITAL IMPROVEMENTS - Kelsey Park Fitness Trail and Equipment Replacement				TITLE: Grant Writer/Chief Public Infor. Officer				
FY 2025-2026 PALM BEACH COUNTY CDBG				PHONE: 561-882-1819				
A. CAPITAL IMPROVEMENTS								
No.	Deliverables Description	Quantity	Cost	Lake Park Funding	% Alloc to Program	County CDBG Funding	% Alloc to Program	TOTAL
1	GC General Conditions & Permit and Engineering Fees	1	\$ 4,050.00	\$4,050	0%	\$0	0%	\$4,050
2	Demolition: Removal of Existing Equipment and Grade Prep	1	\$ 1,288.00	\$1,288	0%	\$0	0%	\$0
3	Fitness Equipment (Furnish and Install):							
	Captain's Chair (In-Ground Mount)	1	\$ 5,088.00	\$0	0%	\$ 5,088.00	0%	\$5,088
	Roman Chair Squat	1	\$ 2,490.00	\$0	0%	\$ 2,490.00	0%	\$2,490
	Step-up Fitness Station	1	\$ 2,185.00	\$0	0%	\$ 2,185.00	0%	\$2,185
	Sit-up Station	1	\$ 2,003.00	\$0	0%	\$ 2,003.00	0%	\$2,003
	Knee Lift Station	1	\$ 892.00	\$0	0%	\$ 892.00	0%	\$892
	Chin-up (Accessible, In-Ground)	1	\$ 2,173.00	\$0	0%	\$ 2,173.00	0%	\$2,173
	Fitness Overhead Ladder	1	\$ 2,671.00	\$0	0%	\$ 2,671.00	0%	\$2,671
	Assisted Functional Trainer	1	\$ 3,626.00	\$0	0%	\$ 3,626.00	0%	\$3,626
	Skill Trainer	1	\$ 4,111.00	\$0	0%	\$ 4,111.00	0%	\$4,111
	Fitness Sign Posts @ \$319 ea.	3	\$ 957.00	\$0	0%	\$ 957.00	0%	\$957
	Coastal Paint Application (All Metal Components)	1	\$ 5,000.00	\$0	0%	\$ 5,000.00	0%	\$5,000
	Certified Playground Installation (3 Year Warranty)	1	\$ 13,000.00	\$2,638	0%	\$ 10,362.00	0%	\$13,000
4	Shade Structures (Furnish and Install):							
	Umbrella Canteliver Square (10x10)	9	\$ 6,618.75	\$ 6,618.75	0%	\$0	0%	\$6,619
	Umbrella Canteliver Square (12x12)	1	\$ 9,478.00	\$ 9,478.00	0%	\$0	0%	\$9,478
	T-Canteliver Shade (18x10x12)	1	\$ 10,452.00	\$ 10,452.00	0%	\$0	0%	\$10,452
	Shade Footer Size 2 (Medium, each) \$4680	12	\$ 56,160.00	\$ 56,160.00	0%	\$0	0%	\$56,160
	Feestanding Shade Installation (Certified Installer)	1	\$ 46,310.00	\$ 46,310.00	0%	\$0	0%	\$46,310
	Signed/Sealed FBG 2023 Building Code Drawings	1	\$ 1,350.00	\$ 1,350.00	0%	\$0	0%	\$1,350
	Permit Costs (Estimate)	1	\$ 1,500.00	\$ 1,500.00	0%	\$0	0%	\$1,500
5	Delivery Freight For Equipment	1	\$ 7,604.45	\$ 7,604.45	0%	\$0	0%	\$7,604
6	Grading Work for Fitness Trails and New Structures	1	\$ 30,000.00	\$ 30,000.00	0%	\$0	0%	\$30,000
7	Miscellaneous(Signage, Contingency, Additional Fees)	1	\$ 10,000.00	\$ 10,000.00	0%	\$0	0%	\$10,000
*8	ADA-Compliant Safety Mulch for Walking Path	1	\$ 50,625.00	\$ 50,625.00	0%	\$0	0%	\$50,625
OPTION #1 - Equipment and Construction Cost Estimate (except *8)			\$ 279,632.20	\$238,074	0%	\$41,558	0%	\$279,632
	*8 Furnish and Install Rubberized Walk/Trail Material	1	\$ 297,472.50					
OPTION #2 - Equipment and Construction Cost Estimate (Incl.*8)			\$ 526,479.70	\$0	0%	\$0	0%	\$0
TOTAL PROGRAM BUDGET				\$238,074		\$41,558		\$279,632

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT "B"**COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II**

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

1. Equal Opportunity Requirements.

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

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

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

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

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

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

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

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

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

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

2. Contract Work Hours and Safety Act (40 U.S.C. § 3702 and 3704).

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

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

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

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

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

3. Clean Air Act Clean Water Act (for contracts exceeding \$150,000).

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

- (1)** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2)** The contractor agrees to report each violation to County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.
- (3)** The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

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

- (1)** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2)** The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

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

4. Suspension and Debarment (Certification required).

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

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

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

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

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

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

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

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

6. Recovered Materials.

Under the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6962, as implemented at 40 CFR part 247 and in the performance of this Agreement, the Contractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE)

code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

8. Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, the contractor/subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this clause:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

9. Notice of County Reporting Requirements.

(a) General. The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(b) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor shall comply with any and all reporting requirements.

10. Records Requirements.

(a) **Records Retention.** Pursuant to 24 CFR § 570.502, Contractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in § 91.520 of this title, in which the specific activity is reported on for the final time.

(b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and

(c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) **Access to Records.** The following access to records requirements apply to this Agreement:

(1) The contractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use.

This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11. Compliance with Federal Laws. This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

12. False Statements. The Contractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. No Obligation by the U.S. Government. The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor, the County or any third party resulting from the performance of this Agreement.

14. Increasing Seat Belt Use in the United States. County encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

15. Reducing Text Messaging While Driving. County encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

16. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

17. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.

18. Reimbursement: under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SCHEDULE "I"
(TO EXHIBIT "B")

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

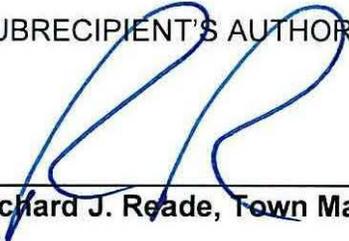
The Subrecipient certifies that:

1. This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
2. The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.
4. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **Town of Lake Park**

ADDRESS: **535 Park Avenue, Lake Park, FL 33403**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:



Richard J. Reade, Town Manager

9-4-25

Date

SCHEDULE "II"
(TO EXHIBIT "B")

CERTIFICATION REGARDING LOBBYING

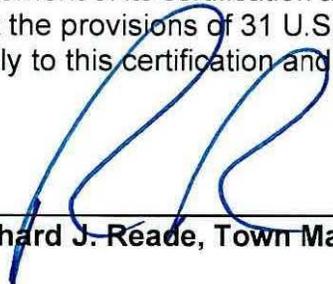
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding \$100,000)

The undersigned Subrecipient certifies, to the best of his or her knowledge, that:

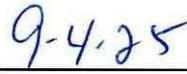
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, **Town of Lake Park**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Richard J. Reade, Town Manager



Date



RECEIVED Item 9.

DEC 12 2025

Office of Town Manager
TOWN OF LAKE PARK

December 4, 2025

Mr. Richard Reade, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

RE: Kelsey Park Fitness Equipment Environmental Review Results

Dear Mr. Reade:

Palm Beach County Department of Housing & Economic Development (HED) has completed an Environmental Review (ER) in accordance with 24 CFR Part 58 for the Community Development Block Grant Funding activity: Public Facilities and Improvements – Kelsey Park Fitness Equipment Replacement and Enhancement.

The ER did not identify any adverse environmental conditions for the funded activity, however plan to inform HED if any future environmental findings or conditions are discovered during activity implementation. If needed, applicable mitigation measures must be incorporated into implementation and may affect the total project cost. The ER will be kept on file at the HED office.

If you have any questions, contact Paulette Edwards, Community Development Programs Specialist at 561-233-3623 or pedwards1@pbc.gov.

Sincerely,

Jonathan B. Brown, Director
Housing and Economic Development

cc: Carlos Serrano, Deputy Director HED
Bud Cheney, Division Director, CREIS

Housing & Economic Development

Strategic Planning Division

100 Australian Avenue - Suite 500

West Palm Beach, FL 33406

(561) 233-3600

www.pbc.gov/hed

Palm Beach County Board of County Commissioners

Sara Baxter, Mayor

Marci Woodward, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Joel G. Flores

Maria Sachs

Bobby Powell, Jr.

County Administrator

Joseph Abruzzo

"An Equal Opportunity Employer"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Public Works

Agenda Title: Resolution 19-03-26 - Transfer Obsolete Automatic License Plate Reader Equipment - Palm Beach County Sheriff's Office

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

Cost of Item: \$ 0.00 **Funding Source:** N/a

Account Number: 001-408-597 **Finance Signature:** Barbara A. Gould

Advertised:

Date: N/a **Newspaper:** _____

- Attachments:**
- 1) Resolution No. 19-03-2026, authorizing transfer of ownership of listed equipment to Palm Beach County Sheriff's Office
 - 2) Exhibit A, Motorola Automatic License Plate Reader equipment inventory list, 33 items
 - 3) Town of Lake Park Equipment Donation Agreement

Please initial one:

 Yes, I have notified everyone.

 Not applicable in this case

Summary Explanation/Background:

The Public Works Department is requesting Town Commission approval to transfer ownership of certain obsolete (or end-of-life) Motorola Solutions Automatic License Plate Reader equipment to the Palm Beach County Sheriff's Office.

The ~~current~~ obsolete Automatic License Plate Reader (ALPR) equipment consists of older camera system components that have been replaced by newer systems, but remain functional generally as parts for other cameras that may be available.

However, although this equipment is currently managed and deployed by the Palm Beach County Sheriff's Office, the assets remain listed under the Town's ownership for financial (audit and inventory) reporting

purposes. To support accurate fixed asset accounting and to remove these items from the Town's asset inventory and books, staff is requesting the Town Commission to transfer ownership of the listed items to the Palm Beach County Sheriff's Office.

Note: The proposed obsolete equipment was included as part of the larger fixed asset #3092 Surveillance System License Plate Reader equipment that was purchased by the Town in April 2019 and removed from the Town's fixed assets list upon installation of the replacement license plate reader system purchased in November 2023. Thus, this equipment is available to be disposed.

The Palm Beach County Sheriff's Office has indicated that there would be use for this end-of-life equipment as parts for other cameras that they maintain within the Town to expand security coverage for our residents.

The proposed transfer documents and/or supporting agency request materials have been prepared by the Public Works Director and reviewed by the PBSO Captain, the Chief Information Technology Officer, the Finance Director and the Town Attorney.

Recommendation:

I move to adopt Resolution 19-03-26 to transfer obsolete automatic license plate reader (ALPR) equipment to the Palm Beach County Sheriff's Office; and authorize the Town Manager and/or their designee to execute any necessary documents to transfer the ALPR equipment and update the Town's fixed asset records.

RESOLUTION NO. 19-03-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE TRANSFER OF OWNERSHIP OF CERTAIN MOTOROLA SOLUTIONS, INC., AUTOMATIC LICENSE PLATE READER EQUIPMENT FROM THE TOWN OF LAKE PARK TO THE PALM BEACH COUNTY SHERIFF'S OFFICE, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (Town) is a municipal corporation of the State of Florida, with the powers and authority conferred by the Florida Constitution and Chapter 166, Florida Statutes, and

WHEREAS, the Town of Lake Park previously acquired certain Motorola Solutions, Inc., Automatic License Plate Reader equipment, as identified in Exhibit A, which is incorporated herein by reference, and which is currently managed, deployed, and maintained by the Palm Beach County Sheriff's Office; and

WHEREAS, the equipment identified in **Exhibit A** consists of older camera system components that have been replaced by newer systems, but remain functional and capable of continued public safety use; and

WHEREAS, the Palm Beach County Sheriff's Office has requested that the Town transfer ownership of the equipment to the Palm Beach County Sheriff's Office so the equipment may be further deployed within the Town to enhance public safety and security coverage for residents; and

WHEREAS, the Town Commission finds that transferring ownership of the equipment to the Palm Beach County Sheriff's Office is in the best interest of the Town, supports public safety objectives, and will allow the Town to remove the listed items from the Town's fixed asset records for financial reporting purposes.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization to transfer ownership. The Town Commission hereby authorizes the transfer of ownership of the equipment identified in **Exhibit A** from the Town of Lake Park to the Palm Beach County Sheriff's Office.

Section 3. Implementation, transfer documents, and asset records. The Town Manager, or designee, is hereby authorized to execute any reasonable and necessary documents to implement this transfer, including a bill of sale, transfer form, or similar instrument, in

a form acceptable to the Town Attorney. The Town Manager, Finance Director, and Town Clerk are further authorized to take any administrative actions necessary to remove the transferred equipment from the Town's fixed asset inventory and financial records consistent with this action.

Section 4. This Resolution shall become effective immediately upon adoption.

EXHIBIT A

Motorola Solutions, Inc., Automatic License Plate Reader Equipment Inventory to be Transferred to Palm Beach County Sheriff's Office

Item Description	Serial Number	Quantity
Black Square LPR Camera	24975 80527	1
Black Square LPR Camera	24975 80511	1
Black Square LPR Camera	24975 80854	1
Black Square LPR Camera	24975 80530	1
Black Square LPR Camera	24975 80461	1
Black Square LPR Camera	24975 80503	1
Black Square LPR Camera	24975 80761	1
Black Square LPR Camera	24975 80785	1
Black Square LPR Camera	24975 80533	1
Black Square LPR Camera	24975 80460	1
Black Square LPR Camera	24975 80588	1
Black Square LPR Camera	24975 80763	1
White Rectangular LPR Camera	D1210235T95Q3199000022	1
White Rectangular LPR Camera	D1210235T95Q3197000131	1
White Rectangular LPR Camera	D1210235T95Q3197000030	1
White Rectangular LPR Camera	D1210235T95Q3197000055	1
White Rectangular LPR Camera	D1210235T95Q32060040	1
Black Modem / Antaira Tech	100206218070005	1
Black Modem / Antaira Tech	10020612105007	1
Black Modem / Antaira Tech	100206218070010	1
Black Modem / Antaira Tech	100213519020151	1
Black Modem / Antaira Tech	100213519020158	1
Black Modem / Antaira Tech	100203318110010	1
Black Modem / Antaira Tech	100203318110008	1
White Modem / Channel Box	17A003319ARC06	1
White Modem / Channel Box	212200846ARC03	1
White Modem / Channel Box	18A002061ARC12	1
White Modem / Channel Box	189001623ARC11	1

White Modem / Channel Box	18C003597ARC13	1
White Modem / Channel Box	189001420ARC11	1
White Modem / Channel Box	17A003345ARC06	1
Black HDMI box	GEFN007004NY	1
Black HDMI box	G6FN21600GT0	1

TOWN OF LAKE PARK EQUIPMENT DONATION AGREEMENT

This Equipment Donation Agreement (“Agreement”) is entered into by and between the Town of Lake Park (“Donor”) and the Palm Beach County Sheriff’s Office Lake Park Substation Department (“Donee”). The purpose of this Agreement is to facilitate the donation of used automatic license plate reader equipment from Donor to the Donee.

It is agreed and understood by the Donee that the following statements apply to the items referenced in **Exhibit A** that are transferred or given away, from Donor to Donee:

1. Any and all items are received “as is.”
2. The Donee acknowledges that donated equipment is in used condition and may no longer conform to express or implied warranties provided by the original manufacturer. The Donee specifically agrees that the Town of Lake Park and individual employees and agents of Town of Lake Park disclaims and makes no warranty of any nature regarding usefulness, safety, fitness for any particular purpose, or currency of the equipment. The Donee expressly releases and agrees to the extent permitted by state law to indemnify and hold harmless the Town of Lake Park its elected officials, officers, agents, and employees, for any liability or claim in any way relating to or arising in connection with the use of the donated equipment.
3. Donee agrees to inform all its employees, volunteers, or agents using the donated equipment of the age and used condition of the donated equipment and must ensure that those using the donated equipment understand the age and condition of the donated equipment and acknowledge the risks associated with its use.

On behalf of the Palm Beach County Sheriff’s Office, I have read and fully understand the statements made above and acknowledge the conditions under which the item(s) is/are being received and have full authority to do so.

Terria Sanford, Captain

Dated: _____

Exhibit A

See the attached list of automatic license plate reader equipment to be donated including description, serial number and quantity.



Commercial Trash Enclosures Design Considerations



City of Cheyenne Guidance Document
January 2020

TABLE OF CONTENETS

Introduction..... 2
Design Objective.....2 - 3
Design3
Space Allocation For Recyclables 4
Location..... 4
Accessibility..... 4
Screening..... 5
Signage..... 5
Maintenance..... 5
Variances..... 5
Layout Suggestions/Illustrations/Specifications6 - 10
Capacity Estimator.....11
Container Dimensions.....12
Unacceptable Enclosures.....13 - 14
Contact Us.....15

INTRODUCTION

The purpose of this document is to inform owners, architects and builders of the dimensional and aesthetic requirements for commercial trash enclosures. The City of Cheyenne Sanitation Division utilizes front load style garbage trucks for all new commercial applications. This requires certain specifications be met to allow for the safe servicing of the trash containers. These specifications and diagrams are included in this document.

DESIGN OBJECTIVES

Trash and recycling areas must be enclosed such that they are screened from public view. Enclosures must be positioned such that they can be approached easily, and the containers can be serviced safely.

Materials:

Pursuant to Section 5.8.5 of the City's Unified Development Code (UDC):

1. The enclosure shall be constructed of durable, opaque materials, such as wood or masonry, and shall be compatible in coloring with the structure to which it is associated.
2. Enclosure areas should be constructed on a concrete pad, for longevity and safety of handlers. Gravel, packed dirt and asphalt will not be allowed.
3. Construction of the approach to the enclosure should be rated to 75,000lbs to support the weight of a fully loaded truck.
4. Gates on the enclosure shall be opaque and may be constructed of metal or some other comparable opaque durable material, shall be painted to match the enclosure, and shall be properly maintained.
5. Hardware should be of sufficient strength to accommodate repetitive swinging and of sufficient ease of use that individuals with gloves will be able to open them.

Features:

1. Gates should be positioned to swing clear of the enclosure's front width (past 90 degrees). **See figures # 1, 2 & 3.**
2. Gate pins/holes should be installed to hold gate open as well as closed for integrity and safety. **See figures # 1, 2 & 3.**
3. Enclosures shall have a backstop consisting of either a curb or bollards to protect the back of the enclosure while maintaining the minimum depth requirements. **See figures # 1, 2& 3.**

4. It is recommended that enclosures should be designed to allow walk in access by users of the dumpster without having to open the main enclosure service gates if possible.
5. The enclosure should be constructed at least one foot taller than the tallest available container which measures 74 ½" (8yard front load container).

See figure # 9.

DESIGN

Layout:

1. If the collection truck must enter your property to service bins, the truck must be able to circulate the parking area without backing up (except to back away from the container). See figures # 4 & 5.
2. A forward exit path must be available with a turning radius of no less than 40' at any point. See figure # 4.
3. The direction the of truck shall be in the direction of travel if the driveway is one way. See figures # 4 & 5.
4. The enclosure shall be placed in such a way that the truck can properly approach and back away from the container straight in the enclosure. 40' straight in front of the enclosure is required. See figures # 4, 5, 6, & 7.
5. 45 degrees is the maximum angle from center line of the drive path to a straight approach to the enclosure. See figure # 7.
6. A minimum 15' wide clear space is required anywhere the truck will be required to drive to service the container and to exit the property. See figure # 5.
7. A minimum of 25' of overhead clearance is required over the entire enclosure and final straight approach space. See figure # 6.
8. A minimum of 15' of overhead clearance is required anywhere the truck will be required to drive to service the container and exit the property.
9. Enclosure shall be positioned so that the truck is not obstructing traffic during the dumping process.
10. Enclosure shall be positioned so that the truck does not back into traffic as it backs away from the container.
11. Parking spaces near the enclosure cannot encroach on the 15' of clear width required for the truck to drive, open doors properly and service the container.
12. Tree growth should be considered when placing trees near the enclosure and along the path the truck will travel to assure overhead clearance will not become obstructed over time.

SPACE ALLOCATION FOR RECYCLABLES

How much space is adequate for the collection and loading of recyclable materials? This is a hard question to answer due to the variability in development types and collection methods. A chart is provided below to help estimate capacity. See figure # 8. Dimensions of the containers are also shown below. See figure # 9.

Restaurants should allow additional space for grease and oil management containers.

The amount of space provided for the collection and storage of recyclable materials shall be designed to accommodate collection and storage containers consistent with the recyclable materials generated. It is recommended the area be at least as large as the amount of space provided for the collection and storage of refuse materials.

LOCATION

Trash and recycling should be in the same enclosure to provide a convenient centralized drop-off, storage and collection point.

Enclosure shall be built in a location that is accessible to the truck and meets all the accessibility requirements that follow.

ACCESSIBILITY

All areas designated for collection and loading material (trash and recyclables) should provide access for those who deposit the material as well as those responsible for collecting and loading the materials.

It is recommended that enclosures be designed to allow walk in access without having to open the main enclosure service gates if possible.

SCREENING

Trash and recycle areas must be enclosed such that they are screened from public view. Screening requirements are defined in The Unified Development Code sections 5.8.5, 6.7.6 and 6.9.5 (a & b).

Outdoor storage, trash collection and/or compaction, loading or other such uses shall be screened from view of all streets.

SIGNAGE

It is a good idea to provide signage in and around trash and recycling areas, especially with larger commercial facilities. Clear signage is imperative to proper circulation of traffic and can also help reduce inappropriate or illegal dumping. See figure # 2.

MAINTENANCE

The property owner is responsible for maintaining adequate containers for recycling and waste disposal. The trash and recycle enclosure shall be maintained, cleaned and repaired when necessary by the property owner. The types of materials used in the construction of the enclosure can greatly impact future maintenance requirements.

VARIANCES

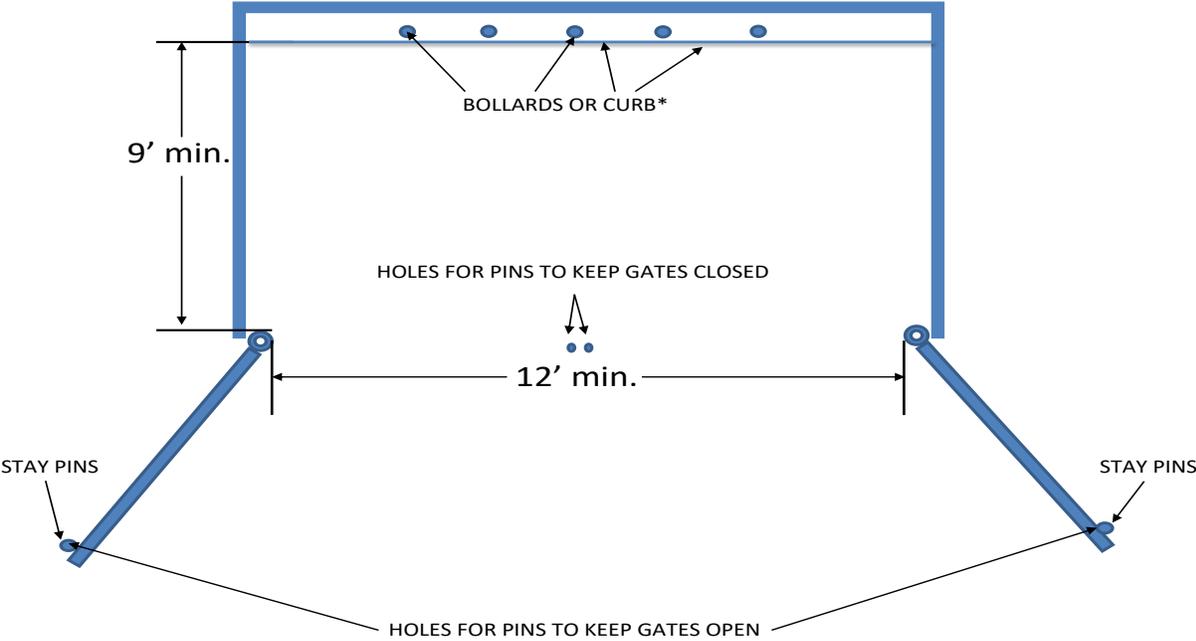
Exceptions may be granted by the City or a designee thereof for existing buildings where this provision will negatively impact parking stall requirements or other existing conditions prevent its practical application.

LAYOUT SUGGESTIONS/ILLUSTRATIONS/SPECS.

For a single front load trash container (any size) and a single 1.5 yard recycle dumpster.



FIGURE # 1



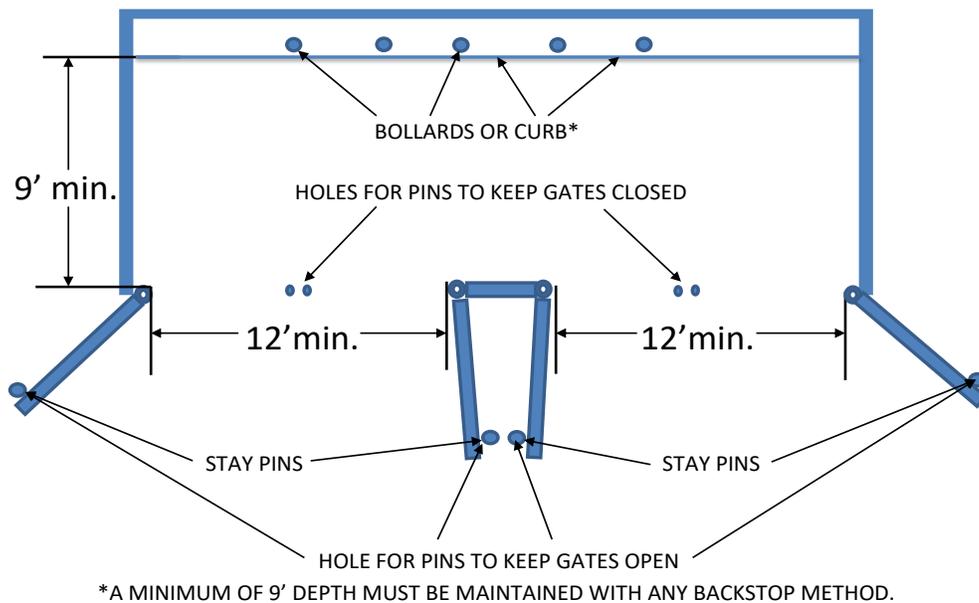
*A MINIMUM OF 9' DEPTH MUST BE MAINTAINED WITH ANY BACKSTOP METHOD.

LAYOUT SUGGESTIONS/ILLUSTRATIONS/SPECS.

For two front load trash containers (any size) and a 1.5 yard recycle dumpster.



FIGURE # 2

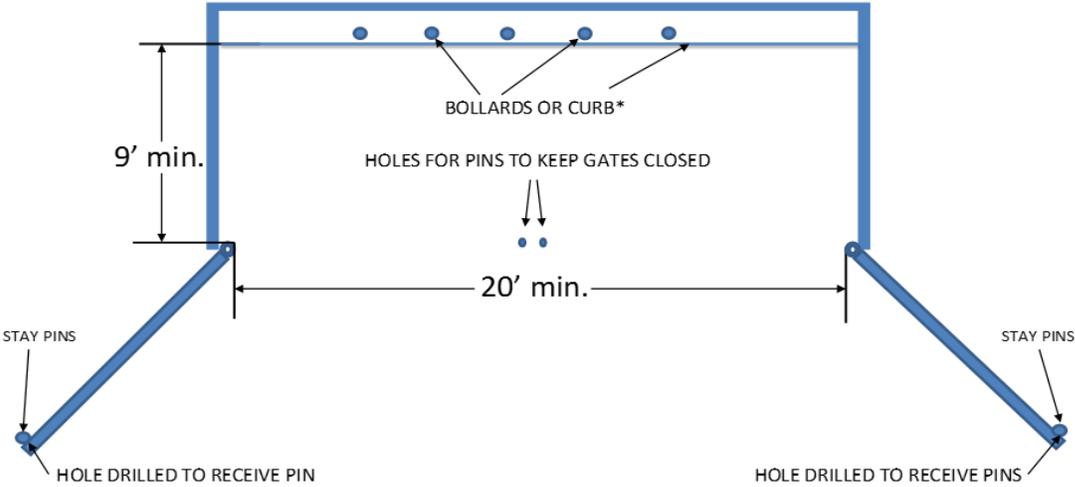


LAYOUT SUGGESTIONS/ILLUSTRATIONS/SPECS.

For two front load trash containers (any size) and a 1.5 yard recycle dumpster.



FIGURE # 3



*A MINIMUM OF 9' DEPTH MUST BE MAINTAINED WITH ANY BACKSTOP METHOD.

LAYOUT SUGGESTIONS/ILLUSTRATIONS/SPECS.

For entry, approach, dumping and exit of the truck.

FIGURE # 4 - TURNING RADIUS AND APPROACH DIMENSIONS

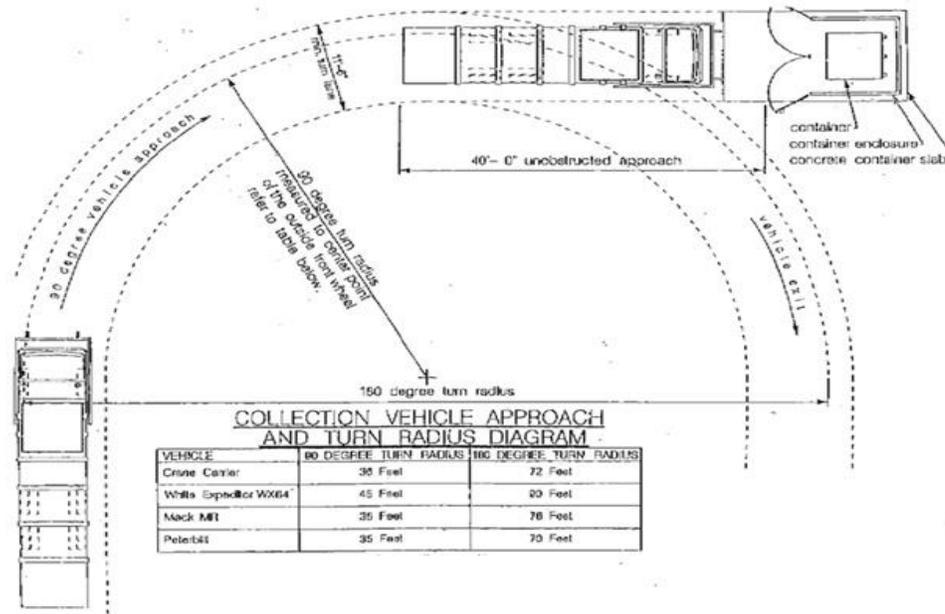
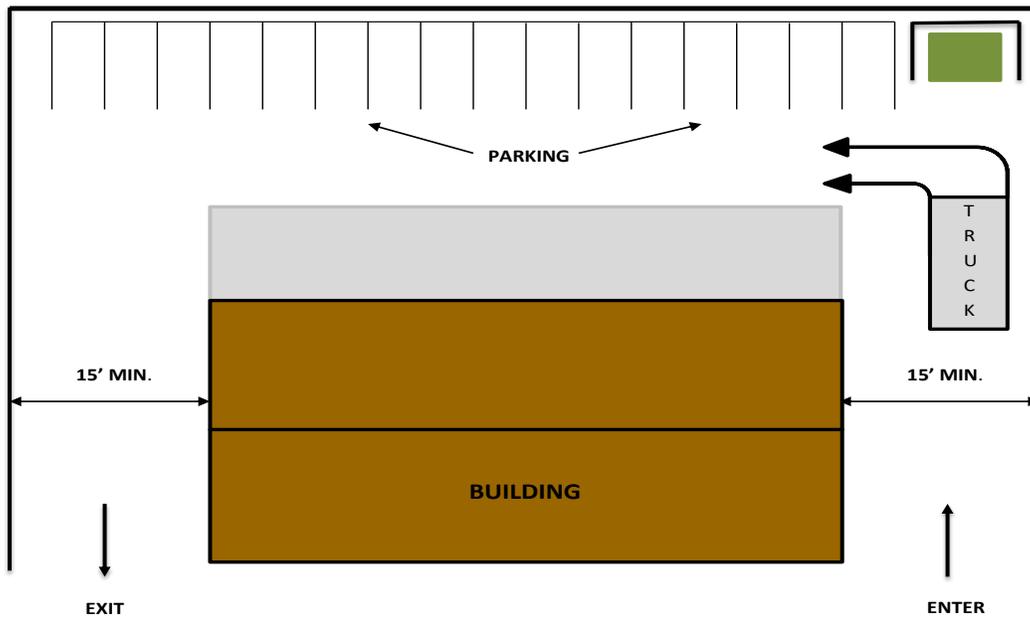


FIGURE # 5 - MINIMUM WIDTH AND TRAVEL PATH FOR A FRONT LOAD VEHICLE



Minimum width restrictions and travel path for a front load garbage truck

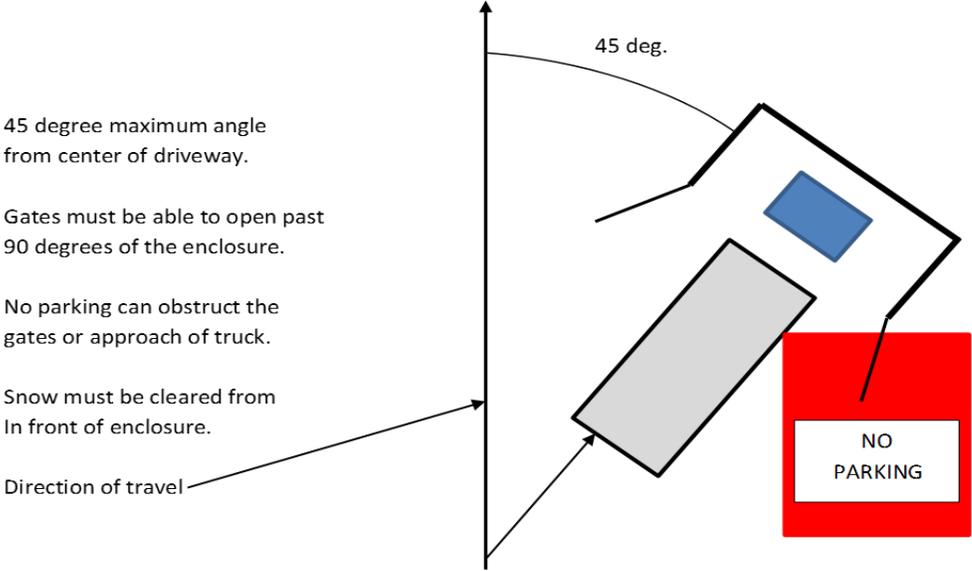
LAYOUT SUGGESTIONS/ILLUSTRATIONS/SPECS.

For entry, approach, dumping and exit of the truck

FIGURE # 6 – MINIMUM APPROACH AND CLEARANCE DIMENSIONS



FIGURE # 7 – MAXIMUM ANGLE OF ENCLOSURE FROM APPROACH



CAPACITY ESTIMATOR

FIGURE # 8

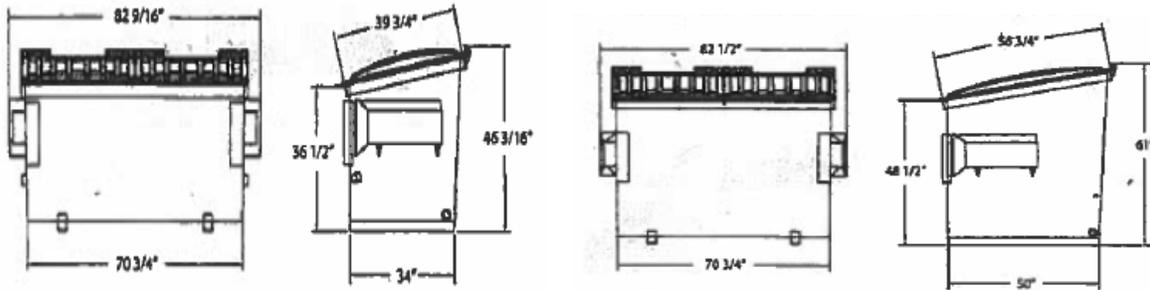
Please note that these guidelines are approximate and intended to be a guideline when observation of the current service level is not possible, or during pre-construction planning. 1 Gallon = .005 cu yd / 1 cu. yd. = Two 95-gal. carts.

Solid Waste Generation Guidelines			
BUSINESS GROUP	GARBAGE GALLONS PER WEEK PER EMPLOYEE	RECYCLING GALLONS PER WEEK PER EMPLOYEE	NOTES
Entertainment & Recreation	35.28	20.27	Suggested min. garbage and recycling of 4 CY / week
Wholesale and Trucking	28.02	28.02	Suggest scaling for large employee counts
Education	16.16	16.16	
Hotels & Lodging	124.63	28.05	Suggest min. garbage and recycling of 8 CY / week
Manufacturing - All	63.04	40.04	Suggested min. garbage and recycling of 4 CY / week
Medical & Health	24.86	24.86	
Multifamily	18.61	18.61	
Other	39.89	39.89	
Public Administration	12.42	12.42	
Restaurants	34.24	39.23	Suggested min. garbage and recycling of 4 CY / week
Retail Trade - General	59.61	59.61	
Retail Trade - General, with some food sales	59.61	59.61	
Retail Trade - Food & Beverage Stores	36.68	36.68	Suggest scaling for large employee counts
Services - Management, Administrative & Social	25.55	25.55	
Services - Professional, Technical & Financial	52.93	52.93	
Services - Repair & Personal	26.97	26.97	Suggest scaling for large employee counts

CONTAINER DIMENSIONS

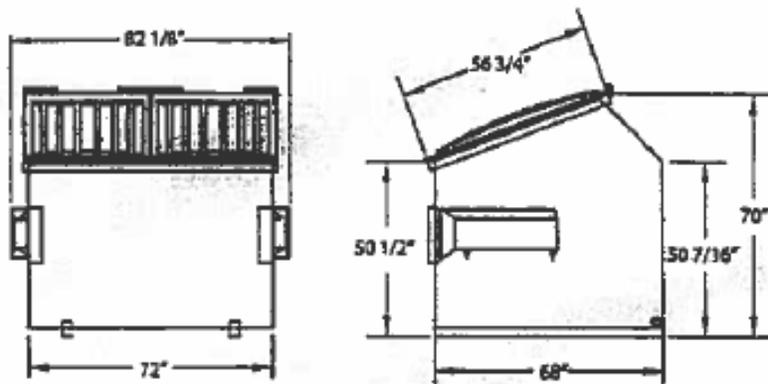
Dimensions and available container sizes.

FIGURE # 9 – DIMENSIONS AND CAPACITIES OF CONTAINERS

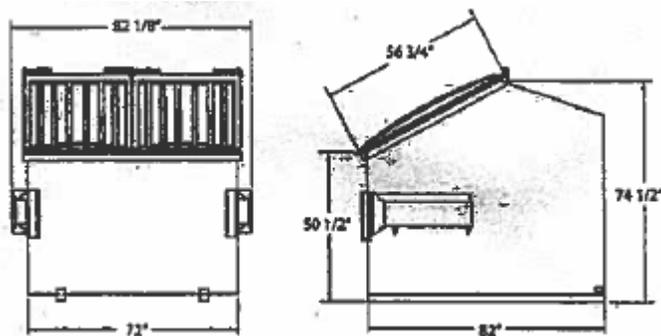


TWO YARD

FOUR YARD



SIX YARD



EIGHT YARD

UNACCEPTABLE ENCLOSURES

The following are a few examples of enclosures that are unacceptable due to design, construction, layout and size requirements.



Enclosure at a 90-degree angle.



Enclosure poorly constructed and no durable surface to support the truck.



Container has no enclosure and is blocking a sidewalk.



Enclosure is too narrow to service safely.

CONTACT US

For more information please contact us:

Planning and Development Department

Phone: (307) 637-6282

Email: development@cheyennecity.org



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2025

Originating Department: Community Development Department

Resolution 20-03-26 Community Beautification Improvement Fund (CBIF) Grant - \$15,000 - Mr. Earl K. Williams - 705 West

Agenda Title: Jasmine Drive

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

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

Cost of Item: \$15,000 **Funding Source:** CBIF

Account Number: 500-51011 **Finance Signature:** Barbara Gould

Advertised:

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

Attachments: Resolution with Exhibit "A" (Application)

Please initial one:

ND Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Town maintains a Community Beautification Improvement Fund (CBIF) to enable property owners to apply for grant funds to assist with/remedy code enforcement violations. The main purpose of the program is to provide beautification throughout the community by remediating code issues/violations.

The CBIF was originally created in 1998 and has been revised over the years and is funded utilizing 20% of code enforcement fines that are paid to the Town. Currently, the fund has a minimum (budget) set aside of \$10,000 available in the current fiscal year (FY 2026); however, funds are available on a rotating basis and there are sufficient funds to support multiple projects (a budget adjustment/transfer may be required from another budgetary line item within the General Fund at a later date).

Mr. Earl K. Williams, long-term resident and property owner of 705 W. Jasmine Drive (Applicant) is requesting assistance for a roof replacement. The amount requested on the application is \$15,000.

Currently, the CBIF program identifies the following criteria to support the award of grant funding under this program:

Criteria: A violation has been found

Staff Response: The Building Official previously inspected the property and determined the roof is in need of replacement.

Criteria: Funds are available

Staff Response: The fund currently has \$100K set aside for driveway improvements, along with an annual \$10K placeholder for additional CBIF Grants. The total collected over time based on total revenue received from code fines is well over \$300K. Consequently, given the limited number of grant applications received in the last few years, funding is available even if adjustments between accounts are required.

Criteria: Funds are allocated on a first-come, first-serve basis to ensure eligibility and fund availability

Staff Response: Funding is available within the FY 2026 Budget. Additionally, the applicant is eligible as a result of income restriction status.

Criteria: Grant awards shall be distributed on a reimbursement basis only

Staff Response: Yes. The applicant agrees to this and a family member is supporting the required incremental payments to their contractor while the work is being completed. The property owner will submit all invoices at the end of the project to the Town and full payment (reimbursement) would then be made back to applicant. Project completion will also include a passed final inspection by the Town.

Criteria: The Grant recipient shall be responsible for at least 25% of the total cost of the improvements unless the Director of Community Development or the Special Magistrate determines that an extreme financial hardship exists. A financial hardship is evident when the applicant is financially unable to pay some or all of the costs of the repair. The applicant shall provide tax returns(...)

Staff Response: The homeowner (applicant) is retired and on extreme restricted income and has provided copies of two (2) years of tax returns that outline an extreme financial hardship. The cost of the driveway replacement is equal to at least one third (1/3) of the homeowner's total annual gross income. The Director of Community Development is proposing to award 100% of the requested amount.

Note: Income verification documents are not included with the agenda item backup but are available upon request.

Criteria: Previously, a second mortgage document and a promissory note to repay the grant to guarantee the continued tenancy of the grantee was required, however this requirement has been eliminated pursuant to prior discussions in that the main purpose of the program is to provide assistance towards remediation of code violations, resulting in beautification to homeowner occupied properties, regardless of their long term tenancy.

Staff Response: Not required with this application.

Conclusion:

The applicant has submitted all appropriate documentation and information. Staff has determined that a significant financial hardship exists and that the grant is needed to perform the repairs. The grant money will not be paid out until such time as the work is completed and inspected by the Town. A permit along with contractor registration will be submitted prior to commencement of work.

Recommended Motion:

I move to approve Resolution 20-03-26 to award a Community Beautification Improvement Fund (CBIF) Grant to Mr. Earl K. Williams to support a roof replacement project at 705 West Jasmine Drive, in the amount of \$15,000.

RESOLUTION NO. 20-03-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE A COMMUNITY BEAUTIFICATION IMPROVEMENT FUND (CBIF) GRANT IN THE AMOUNT OF \$15,000; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, the Town created a CBIF Grant program in 1998, as codified by Resolution 35-08-09, along with subsequent revisions to the application form; and

WHEREAS, the Town is in receipt of a grant application from Earl Williams, the owner of the property having an address of 705 W. Jasmine Drive (the "Applicant"), a copy of which is attached hereto and incorporated herein as **Exhibit "A"** (the "Application"); and

WHEREAS, the Applicant is requesting \$15,000 for a roof replacement; and

WHEREAS, the Community Development Director has reviewed the application and deemed it to be complete and recommends the approval of the Application.

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 Town Commission hereby approves the Application and incorporates the representations contained in "**Exhibit "A"**" which is attached hereto and incorporated herein by reference.

Section 3: This Resolution shall take effect upon execution.



**COMMUNITY BEAUTIFICATION IMPROVEMENT FUND
(CBIF)
GRANT APPLICATION
RESIDENTIAL PROPERTIES**

The Town of Lake Park has a property improvement grant program called the Community Beautification Improvement Fund (CBIF) that returns 20% of all collected code violation fees back into the community. The CBIF Grant is available to both residential and non-residential property owners.

- **RESIDENTIAL PROPERTIES** must have received a code violation and the applicant must provide proof that they are unable to come into compliance due to financial hardship.

PROGRAM OVERVIEW

Town staff will review the CIBF Grant application for completeness and for eligibility for assistance.

CIBF Grant money is encouraged to be used for structural improvements and other similar-type property improvements that are more permanent in nature.

It is recommended that Applicants match 50% of the grant request. **The higher the total match made by the property owner, the higher the application is likely to rank.**

Upon the approval of an application, Town staff will work with the property owner on project execution. However, it will be the **responsibility of the property owner to ensure the project is completed per the terms of the grant.**

It is not the intent of the CBIF Grant program to provide for continuing or on-going property maintenance.

CBIF GRANT FOR RESIDENTIAL PROPERTIES

NOTE: Applicant must be the property owner and the property must be homesteaded.

APPLICANT/PROPERTY OWNER INFORMATION:

NAME: Earl Williams

ADDRESS: 705 W Jasmine Drive

PHONE: 561-891-2203

EMAIL: _____

CODE COMPLIANCE CASE NUMBER:

PROJECT DESCRIPTION:

Summarize project to include as much detail about visual and structural improvements. Use additional sheets if necessary.

Roof Replacement

LIST OF PROJECT COSTS (Labor, Materials and Equipment – supply documentation):

1. Total: \$15,000
- 2.
- 3.
- 4.

TOTAL COST ESTIMATE: \$ 15,000

FUNDING SOURCES:

- CIBF Grant Amount Awarded \$ _____
- Applicant Contribution Amount \$ _____
- In-Kind Services Value Amount \$ _____



→ Total: \$15 Item 11.
5 year warranty

ROOFING, CONSTRUCTION & PLUMBING
OCEANSIDE ROOFING COMPANY, INC.
CCC 1327201 ~ CBC 1250502 ~ CFC 1425775
1194 OLD DIXIE HIGHWAY, SUITE 22
LAKE PARK FL 33403-2345
(561) 845-2442 FAX: (561) 845-2485

PROPOSAL AND CONTRACT

**Address: 705 W Jasmine Dr.
Lake Park, Fla**

WE HEREBY PROPOSE TO INSTALL THE FOLLOWING ROOF SYSTEM:

SLOPED SHINGLE ROOF:

- Remove the existing roof system down to a workable surface.
- Re-nail the roof sheathing using 8d ring shank nails in accordance with the Florida Building Code.
- Install 30# over all plywood deck.
- Install self-adhered over all 30# on plywood deck.
- Install 26-gauge baked enamel drip edge along the perimeter edge fastened using 1¼" ring shank nails at 4" on center and flashing cement between all overlap joints.
- Install 26 gauge 16" galvanized metal flashings in all valleys fastened using 1¼" ring shank nails at 4" on center and flashing cement between all overlap joints.
- Install new 2" and 3" lead flashings over all PVC pipe penetrations set in a full bed of flashing cement and fastened using 1¼" ring shank nails at 4" on center.
- Install 26-gauge roof vents with dampers/screens for shingles set in a bed of flashing cement and fastened using 1¼" ring shank nails at 4" on center. (Dryer vent will not have screen in accordance with the Florida Building Code.)
- Apply asphalt primer to the roof flanges to promote adhesion.
- Seal all accessory roof flanges using one (1) layer of membrane and flashing cement.
- Install GAF/Certainteed shingles fastened using 1¼" ring shank nails. (Standard color to be selected by the owner.)
- Weather-related damage is not covered by warranty, such as hurricanes, tornados or any other "Act of God".
- Price does not include engineering fees or reconnection of television antenna/satellite.
- Price does not include gutter.

TOTAL PRICE FOR SHINGLE ROOF \$8,400.00

NOTE: It would be advantageous to check the roof straps and gable ends when re-roofing to make sure that they meet the insurance requirements. If they need to be updated, it will save money if it is completed while we are installing your new roof.

TO CHECK \$ 350.00 **Accepts** _____ **Declines** _____
If need replacing it will make customers aware and price at that time (Pictures Taken)

ADDITIONAL:

- Plywood Additional plywood replaced at \$125.00 a sheet
- Fascia (1 x 6) Additional fascia replaced \$15.50/ft.
- Fascia (2 x 6) Additional Fascia replaced \$18.50/ft.
- Trusses (2 x 4) Additional Trusses replaced at \$4.00/ft.
- (2 x 6) Additional (2 x 6) replaced at \$6.00/ft.
- (2 x 8) Additional (2 x 8) replaced at \$7.00/ft.
- (2 10) Additional (2 x 10) replaced at \$8:00/ft.
- (2 x 12) Additional (2 x 12) replaced at \$10.00/ft.
- Wall Flashing (Cleaned and rebedded) Replaced, if necessary, at \$25.00/ft.

Stucco extra

PAYMENT SCHEDULE: 30% deposit; 50% at Dry In; 20% upon completion

WARRANTY: Five (5) year workmanship warranty. (We will repair any problems for five years.)
Thirty (30) year manufacturer’s limited warranty on shingles.

NOTES:

1. The driveway will be covered with tarps or plywood, as necessary. (Not responsible for damage of driveways.)
2. All waste will be removed daily from jobsite by trailers or dump trucks. (No dumpsters.)
3. This contract includes permit and waste disposal fees. Engineering fees are not included.
4. This contract does not include removal and reinstallation of gutters, screen enclosures, and satellite disks.

OUR COMPANY:

- We have been in business for over thirty years. Our foremen have over thirty years’ experience in the roofing industry and take pride in doing quality, long-lasting work.
- We have a Florida State Building Contractor’s license, in addition to our Florida State Roofing Contractor’s license, with carpenters on the jobsite to handle any issues.
- Our office manager is excellent at communicating schedules throughout the process from proposal to inspections to final billing.
- We maintain a safe and clean OSHA compliant workplace.
- We have completed thousands of roofs in Palm Beach County and are the best-known roofing company. New customers have been referred to by building inspectors from several local municipalities.
- The most frequent comments from our customers are that our employees are hard-working, polite, and clean up the jobsite daily better than any company they have ever used.

Customer Signature of Acceptance

Date



ROOFING, CONSTRUCTION & PLUMBING
 OCEANSIDE ROOFING COMPANY, INC.
 CCC 1327201 ~ CBC 1250502 ~ CFC 1425775
 1194 OLD DIXIE HIGHWAY, SUITE 22
 LAKE PARK FL 33403-2345
 (561) 845-2442 FAX: (561) 845-2485

PROPOSAL AND CONTRACT

**Address: 705 W Jasmine Dr.
 Lake Park, Fla.**

WE HEREBY PROPOSE TO INSTALL THE FOLLOWING ROOF SYSTEM:

FLAT DECK:

- Remove the existing roof system down to a workable surface.
- Re-nail the roof sheathing using 8d ring shank nails in accordance with the Florida Building Code.
- Mechanically attach one (1) layer of 30 lb. base sheet using 1¼" ring shank nails and tin tags.
- Install 26-gauge baked enamel drip edge along the perimeter edge fastened using 1¼" ring shank nails at 4" on center and flashing cement between all overlap joints.
- Install 26-gauge 16" galvanized flashings in all valleys fastened using 1¼" ring shank nails at 4" on center and flashing cement between all overlap joints.
- Install new 2" and 3" lead flashings over all PVC pipe penetrations set in a full bed of flashing cement and fastened using 1¼" ring shank nails at 4" on center.
- Apply asphalt primer to the roof flanges to promote adhesion.
- Seal all accessory roof flanges using one (1) layer of membrane and flashing cement.
- Install two (2) 4-ply glass sheets hot mopped to base sheet.
- Install modified cap sheet, hot mopped over plysheets.
- Weather-related damage is not covered by warranty, such as hurricanes, tornados or any other "Act of God".

TOTAL PRICE FOR FLAT DECK \$6,600.00

NOTE: It would be advantageous to check the roof straps and gable ends when re-roofing to make sure that they meet the insurance requirements. If they need to be updated, it will save money if it is completed while we are installing your new roof.

TO CHECK: \$ 350.00 Accepts _____ Declines _____

If need replacing it will make customers aware and price at that time (Pictures Taken)

ADDITIONAL:

- Plywood Replacement \$125.00 per sheet
- Fascia (1 x 6) Additional fascia replaced at \$15.50/ft
- Fascia (2 x 6) Additional fascia replaced at \$18.50/ft.
- Trusses (2 x 4) Additional Trusses replaced at \$4.00/ft.
- (2 x 6) Additional (2 x 6) replaced at \$6.00/ft.
- (2 x 8) Additional (2 x 8) replaced at \$7.00/ft.
- (2 10) Additional (2 x 10) replaced at \$8.00/ft.
- (2 x 12) Additional (2 x 12) replaced at \$10.00/ft.
- Wall Flashing (Cleaned and rebedded) Replaced, if necessary, at \$25.00/ft.
Stucco Is extra.

NOTE: Extra cost if decking is 1 x 8 instead of plywood or 3/12 or less pitch. Will require extra layer of membrane.

PAYMENT SCHEDULE: 30% deposit; 50% at hot mop; 20% upon completion

- Five (5) year workmanship warranty. (We will repair any problems for 5 years.)

NOTES:

1. The driveway will be covered with tarps or plywood as necessary. (Not responsible for damage of driveways.)
2. All waste will be removed daily from jobsite by trailers or dump trucks. (No dumpsters.)
3. This contract includes permit and waste disposal fees. Engineering fees are not included.
4. This contract does not include removal and reinstallation of gutters, screen enclosures, and satellite disks.

OUR COMPANY:

- We have been in business for over thirty years. Our foremen have over thirty years' experience in the roofing industry and take pride in doing quality, long-lasting work.
- We have a Florida State Building Contractor's license, in addition to our Florida State Roofing Contractor's license, with carpenters on the jobsite to handle any issues.
- Our office manager is excellent at communicating schedules throughout the process from proposal to inspections to final billing.
- We maintain a safe and clean OSHA compliant workplace.
- We have completed thousands of roofs in Palm Beach County and are the best-known roofing company. New customers have been referred to by building inspectors from several local municipalities.
- The most frequent comments from our customers are that our employees are hard-working, polite, and clean up the jobsite daily better than any company they have ever used.

Customer Signature of Acceptance

Date



ROOFING, CONSTRUCTION & PLUMBING
 OCEANSIDE ROOFING COMPANY, INC.
 CCC1327201 ~ CBC1250502 ~ CFC1425775
 1194 OLD DIXIE HIGHWAY, SUITE 22
 LAKE PARK FL 33403-2345
 (561) 845-2442 FAX: (561) 845-2485

PROPOSAL AND CONTRACT

**Address: 705 W Jasmine Dr.
 Lake Park, Fla.**

WE HEREBY PROPOSE TO INSTALL THE FOLLOWING ROOF SYSTEM:

FLAT DECK:

- Remove the existing roof system down to a workable surface.
- Re-nail the roof sheathing using 8d ring shank nails in accordance with the Florida Building Code.
- Mechanically attach one (1) layer of 30 lb. base sheet using 1¼" ring shank nails and tin tags.
- Install 26-gauge baked enamel drip edge along the perimeter edge fastened using 1¼" ring shank nails at 4" on center and flashing cement between all overlap joints.
- Install 26-gauge 16" galvanized flashings in all valleys fastened using 1¼" ring shank nails at 4" on center and flashing cement between all overlap joints.
- Install new 2" and 3" lead flashings over all PVC pipe penetrations set in a full bed of flashing cement and fastened using 1¼" ring shank nails at 4" on center.
- Apply asphalt primer to the roof flanges to promote adhesion.
- Seal all accessory roof flanges using one (1) layer of membrane and flashing cement.
- Install two (2) 4-ply glass sheets hot mopped to base sheet.
- Install modified cap sheet, hot mopped over plysheets.
- Weather-related damage is not covered by warranty, such as hurricanes, tornados or any other "Act of God".

TOTAL PRICE FOR FLAT DECK \$6,600.00

NOTE: It would be advantageous to check the roof straps and gable ends when re-roofing to make sure that they meet the insurance requirements. If they need to be updated, it will save money if it is completed while we are installing your new roof.

TO CHECK: \$ 350.00 Accepts _____ Declines _____

If need replacing it will make customers aware and price at that time (Pictures Taken)

ADDITIONAL:

- Plywood Replacement \$125.00 per sheet
- Fascia (1 x 6) Additional fascia replaced at \$15.50/ft
- Fascia (2 x 6) Additional fascia replaced at \$18.50/ft.
- Trusses (2 x 4) Additional Trusses replaced at \$4.00/ft.
- (2 x 6) Additional (2 x 6) replaced at \$6.00/ft.
- (2 x 8) Additional (2 x 8) replaced at \$7.00/ft.
- (2 10) Additional (2 x 10) replaced at \$8.00/ft.
- (2 x 12) Additional (2 x 12) replaced at \$10.00/ft.
- Wall Flashing (Cleaned and rebedded) Replaced, if necessary, at \$25.00/ft.
Stucco Is extra.

NOTE: Extra cost if decking is 1 x 8 instead of plywood or 3/12 or less pitch. Will require extra layer of membrane.

PAYMENT SCHEDULE: 30% deposit; 50% at hot mop; 20% upon completion

- Five (5) year workmanship warranty. (We will repair any problems for 5 years.)

NOTES:

1. The driveway will be covered with tarps or plywood as necessary. (Not responsible for damage of driveways.)
2. All waste will be removed daily from jobsite by trailers or dump trucks. (No dumpsters.)
3. This contract includes permit and waste disposal fees. Engineering fees are not included.
4. This contract does not include removal and reinstallation of gutters, screen enclosures, and satellite disks.

OUR COMPANY:

- We have been in business for over thirty years. Our foremen have over thirty years' experience in the roofing industry and take pride in doing quality, long-lasting work.
- We have a Florida State Building Contractor's license, in addition to our Florida State Roofing Contractor's license, with carpenters on the jobsite to handle any issues.
- Our office manager is excellent at communicating schedules throughout the process from proposal to inspections to final billing.
- We maintain a safe and clean OSHA compliant workplace.
- We have completed thousands of roofs in Palm Beach County and are the best-known roofing company. New customers have been referred to by building inspectors from several local municipalities.
- The most frequent comments from our customers are that our employees are hard-working, polite, and clean up the jobsite daily better than any company they have ever used.

Customer Signature of Acceptance

Date



OLVERINE ROOFING, LLC
THE BEST TEAM IN ROOFING

→ Total:
\$14,900
2 year warranty

Date: 09/24/2025
Project Address: 705 W Jasmine Dr,
Lake Park, FL 33403
Contact Name: Earl Williams
Phone Number: 561-891-2203
Email: ejimenez@lakeparkflorida.gov

We are pleased to present the following proposal for your review.

PROPOSED ROOF AREA

Scope of Work:

Remove existing sloped roofing system down to a smooth, workable surface.
Remove gutters and dispose.
Remove & replace rotted wood only as needed. Provide up to 100 linear feet of sheathing to be replaced at no extra charge.
After the allotted of wood, wood will be replaced at the rates provided below.
Renail all wood decks per local code.

Sloped Roof:

- Install one layer of Polyglass IR-XE peel and stick underlayment adhered direct to deck.
- Install painted 2x2 galvanized drip edge at roof perimeter.
- Install new lead stacks and galvanized vents at existing locations.
- Clean existing wall flashings to a smooth, workable surface, then prime and strip in flashings with roof cement and membrane.
- Install Dimensional Asphalt Shingles using coil nails and fastened per code - Color T.B.D.

Flat Roof:

- Install one layer of base sheet mechanically fastened through into deck using tin screws and plates.
- Install painted galvanized 3x3 edge metal at the roof perimeter.
- Install one layer of smooth surfaced modified bitumen, self-adhered.
- Install one layer of granular surfaced modified bitumen, torched applied.

117 Miller Way • Lake Park, FL 33403 • Tel: 561-660-5844

License # CCC

The Best Team in Roofing

Initials _____

Clean and haul away all roof related debris daily.
 If Peel & Stick Underlayment is applied directly to the wood sheathing, an extra charge will be applied.
 Permits and/or engineering, if required, will be charged at cost plus 25% margin as an extra unless otherwise stated in the scope above.
 Provide Wolverine Roofing 2-Year warranty covering labor and materials upon receipt of final payment.

Qualifications

- Wolverine Roofing, LLC will maintain watertight conditions according to all manufacturer’s and standard practices for roofing on a day-to day basis.
- Wolverine Roofing, LLC will comply with all OSHA safety guidelines and regulations.

Excluded from Proposal (unless stated in scope above)

- All painting, carpentry and masonry work.
- Replacement of gutters and downspouts
- Lead at drains not included
- All wood related work.
- All electrical, HVAC, and plumbing work (roof drains).
- All landscaping, concrete and pavers.
- All lightning protection.
- All cellular equipment removal and replacement.
- Payment and Performance bond, sidewalk bonds, municipal deposits and police escorts.
- Any waterproofing or stucco work above the counter flashing of the parapet wall unless stated above.
- Any additional engineering or testing (aside from the standard required engineering) which may be required by the local building department will be an additional charge to our proposal / contract.
- Any additional mechanical, plumbing, electrical penetrations or flashing not indicated on existing roof plan will be an additional charge to our proposal / contract.

Investment

We propose to furnish all material, labor, supervision and equipment to complete the above-mentioned scope of work, in accordance with all specifications for the **sum of:**

\$13,400.00
(Thirteen Thousand Four Hundred Dollars)

Initials _____

Option: Install Insulated Tapered Polyiso Boards to Flat Roof to add R-Value and create slope for water run-off.

\$14,900.00
(Fourteen Thousand Nine Hundred Dollars)

Initials _____

only 2 year warranty

PAYMENT TERMS

Payments are to be made as follows:

30% deposit.

30 % roof load.

30% mobilization

10% upon completion

Thank you for the opportunity to present this proposal for your review. If you should have any questions or if there is anything else that I can do for you, please call me at the number listed.

Note: This proposal may be withdrawn by us if not accepted within fifteen (15) days.

Sincerely yours,

Kurt Karlquist

561-340-9754©

Kurt@wolverineroofer.com

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. The signer authorizes Wolverine Roofing, LLC to do the work as specified. Payment will be made as outlined above.

Date: _____

Signature: _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according standard roofing practices. Contractor retains the initial right to remedy any consequential damages at the sole discretion of the contractor and shall not be held liable for any damages occurring previous to the following performance of contracted work. Any alteration or deviation from the specifications involving extra costs will be executed only with written orders and will become an extra charge over and above the estimate. All signed agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, flood and other necessary insurances as require by law. Time is of the essence concerning this valuable contract. This project may be stopped if progress payments are not made on time. If it becomes necessary for the contractor to expend legal fees to collect monies owed, these legal fees will be the responsibility of the property owner. The signer can be personally liable for 2% interest per month after 10 days. All warranties to be issued upon completion of contract and all monies paid in full.

GENERAL REQUIREMENTS

Coordination: Attention is directed to the fact that owner’s occupancy of the building must continue at all times. Take every precaution to keep interference with that occupancy to a minimum. Adequate means for security and closing of all openings shall be provided. The building must remain free of hazards to occupants and their contents. Coordinate with management in scheduling sequence of the roof replacement so that air conditioning can be placed back in operation and limit the amount of down-time.

117 Miller Way • Lake Park, FL 33403 • Tel: 561-660-5844

License # CCC

The Best Team in Roofing

MISCELLANEOUS PROVISIONS

1. **Unforeseen Conditions:** This proposal/contract is based on visual conditions. Should unforeseen conditions arise that could not be determined by visual inspection, additional work shall be performed on a time and material or firm bid basis, after customer or his agent have been notified of such. Ponding water and mold are considered unforeseen conditions and are therefore not covered by contract.
2. **Sign & Lighting:** Due care shall be exercised in working around signs and lighting of buildings. However, due to their delicate construction, contractor will not be responsible for damages to same. All signs and lighting to be removed and reinstalled are to be done at customer's expense and responsibility.
3. **Flashing:** Pricing for metal flashing, stucco-stop, eave drip, edge metal and gravel stop are all based on galvanized metal. Copper and aluminum will be at an additional cost to the customer unless specified in the Scope of Work.
4. **Time limit:** The proposal is made for immediate acceptance (void if not accepted within 30 days) and is subject to withdrawal with notice.
5. **Oral Promises:** Contractor assumes no responsibility whatsoever for any oral promises. All terms and conditions must appear in writing on contract.
6. **Ceilings:** Contractor will not assume or accept any responsibility or liability for damaged stained ceilings, cracked or failing plaster, insulation or acoustical tile, during or after work is completed, nor for re-painting or re-finishing of damages.
7. **Guarantee:** We assume no responsibility for damage caused by acts of God, to wit: Hurricanes, Tornadoes, Windstorms, Electrical Storms, etc. or any act beyond our control. We further assume no responsibility for damages caused by plant life, termites, mold, mildew or negligence on the part of the customer or his agent. Note: If contract is cancelled by owner after seven days of signing, customer shall forfeit 50% of any deposit made toward the contract.
8. **Due to the nature of work and use of hot asphalt,** owner must assume responsibility for removing vehicles, closing windows, closing or removing awnings and any other objects that asphalt may fall or drip on and cause damage to. If tar falls or drips on the paint or stucco, Wolverine Roofing, LLC will do its best to remove the asphalt, but the owner will be responsible for any touch-up or repainting.
9. **Unless specifically included herein,** Wolverine Roofing, LLC shall not be held responsible for removing of wood or chain link fences, pipes, sprinkler systems, water or sewage disposal systems, septic tanks, conduits, telephone lines, TV antennas, awnings, gas tanks, meters, water heaters, concrete pavers or plants and trees in the area of construction. Customer agrees to protect or remove any personal property in the working area including shrubs, lawn, screens, awnings, trees or flowers and Wolverine Roofing, LLC shall not be held responsible for damages to said items.
10. **The contractor shall not be required** to perform work without consent of any work relating to asbestos or polychlorinated biphenyl (PCB).
11. **Temporary Barriers:** Temporary weather and dust barriers shall be erected wherever walls or roofs are opened for demolition or new construction to protect the interior from damage. They will not be removed until new construction is in place and the interior space is protected from weather or dust. We will construct temporary barriers and fall protection at all shafts, openings and other hazardous areas and will be marked according.

117 Miller Way • Lake Park, FL 33403 • Tel: 561-660-5844

License # CCC

The Best Team in Roofing

12. **Cleaning & Protection:** During the handling and installation of roof work at the project job site, we will take all measures to keep the adjoining completed area clean and protected. We will apply suitable protective covering on newly installed work where reasonably required to ensure freedom from damage or deterioration until time of substantial completion.
13. **Examination of Substrate:** The installer must examine the substrate and conditions under which the installation of the roofing work is to be performed. We will not proceed with said roofing work until unsatisfactory conditions have been corrected in a manner accepted by the local building department and roof material manufacturer.
14. **Installation:** We will comply with all local building department requirements, Miami-Dade County Notice of Acceptance (NOA) and the roofing material manufacturer's specifications/instructions, except where more stringent requirements are indicated.
15. **Gutters:** The removal and replacement of any gutters or downspouts is the responsibility of the Customer and is not included in the Contract Price unless otherwise specifically stated. If Customer elects to allow existing gutters or downspouts to remain in place during the Work, due care will be taken by Contractor to protect the gutters, however, Customer understands and agrees that Contractor will not be responsible for any damage that may occur as a result of the Customer's failure to remove gutters/downspouts during the work.
16. **Layers:** Customer agrees that additional layers of roofing or insulation materials will be charged at the rate of \$1.50 per square foot per layer in addition to the above contract price.
17. **Driveways:** Wolverine Roofing, LLC is not responsible for damages to driveways, curbs, sidewalks, pavement/concrete areas, grass along with the driveway and/or any areas needed to directly access the roof.
18. **Sealed Attic System:** Wolverine Roofing LLC. expressly disclaims liability for any issue, claim, cost and/or damage including, without limitation, attorney's fees, costs and expenses, arising out of or relating to combining a sealed attic system with spray foam insulation and/or a self-adhered underlayment, and homeowner agrees to indemnify, defend and hold harmless Wolverine Roofing, LLC. for any and all damages arising out of said condition(s).



Wood Replacement Prices

Sub Fascia:

- 2x4 @ \$8.00/ft
- 2x6 @ \$8.00/ft
- 2x8 @ \$9.00/ft
- 2x10 @ \$10.00/ft

All Sub-fascia and truss repairs are performed by the lineal foot. Prices are for wood replacement only.

Fascia:

SPF (spruce/pin/fur)

- 1x6 @ \$8.00/ft
- 1x8 @ \$8.00/ft
- 1x10 @ \$10.00/ft
- 1x12 @ \$10.00/ft

P.T. (pressure treated)

- 1x6 @ \$8.00/ft
- 1x8 @ \$8.00/ft
- 2x6 @ \$8.00/ft
- 1x2 @ \$4.00/ft
- 2x8 @ \$10.00/ft
- 2x10 @ \$10.00/ft
- 2x12 @ \$12.00/ft

R.S.C. (rough sawn cedar)

- 1x6 @ \$8.50/ft
- 1x8 @ \$10.00/ft
- 1x10 @ \$12.00/ft
- 1x12 @ \$13.00/ft
- 2x6 @ \$10.00/ft
- 2x8 @ \$12.00/ft
- 2x10 @ \$13.00/ft
- 2x12 @ \$14.00/ft

- DECKING**
- 1x6 T&G @ \$8.00/ft
- 1x8 T&G @ \$10.50/ft

**** ALL PRICES ARE SUBJECT TO CURRENT LUMBER COST ****

**** The above prices include labor and material ****

Initials

117 Miller Way • Lake Park, FL 33403 • Tel: 561-660-5844

License # CCC

The Best Team in Roofing



378 Northlake Blvd. #266 North Palm Beach Fl. 33408
P. 561.502.1986 F. 561.408.2684
LIC. CCC1327647, CGC058855
www.mottleyroofing
Email: Thm.roofing.construction@gmail
Hvlshell1@gmail.com

→ Total:
\$16,500
(1-5) year warranty

To: William Earl K
705 w Jasmine Dr.
Lake Park FL 33403
09/30/2025

Following specifications:

- Obtain roofing permit.
- Tear off the existing roof system to a smooth and workable surface.
- We will replace up to 4 sheets of plywood decking lumber. Any additional will be a cost of \$ 75.00 per board.
- Remove all debris and clean up the site.
- Re-nail roofing deck according to the Florida building code.
- Install 30# ASTM paper or peelstick by Florida roofing code.
- Remove and install ridge vents and penetrations, flashing were required by code.
- Install 3x3 drip edge and valley metal.
- Replace shingles with dimensional Owens corning duration series shingles.
- Replace flat roof with membrane 75 pounds base sheet, smooth, Modified bitumen torch down.

Replace 220 lf of fascia board and paint-
Replace soffits and vents total of 308 sf

TH MOTTLEY & ROOFING OPERATIONAL PERFORMANCE:

TH MOTTLEY Construction inc.

Field supervisors are always on site, perform all work according to the local Building codes and specifications.

Mandatory Provisions:

According to Florida's Construction Lien Law (section 713.00-713.37, Florida Statues).Those who work on your property or provide materials and services are not paid in full and have the right to enforce their claim for payment against your property and are known as the construction lien.

Property Owner Contact#:

Email Address:



489.1425 F.S Florida Homeowners Construction Industries Recovery Fund

Payment may be available from the Florida Homeowners Construction Recovery Fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida Law by State-Licensed Contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following:

1940 North Monroe Street, Tallahassee, Fl 32399. Tel 850-487-1395.

TERM AND CONDITIONS:

Labor warranty does not cover damage caused by natural disasters : Lightning, hurricane, Tornado, hailstorm and impact of foreign objects or other damages do to settlement, Distortion or failure of the framing, walls and foundation on the building and any Construction work that has been modified, altered, by others.

Within (10) days of first knowledge of any defect, contractor is to be notified, in writing of the Same owner or his/her agent on this event.

Warranty:

TH mottley will warranty by Florida codes 1 to 5 years on workmanship.

Contract price:

REROOF TOTAL OF 1931 SF. slope roof and flat roof.

Total amount is \$ 13,200.00

Replace 220 lf of facia board and paint \$ 1,800.00

Replace soffits and vents 308 sf \$ 1,500.00

Total under this contract: \$ 16,500.00

Payment to be as follows.

50% upon deposit to commencement of work.

40% upon dry-in and inspection.

10 % final.

The proposal is good for 30 days 10/30/2025

TH MOTTLEY CONSTRUCTION INC

Property Owner Contact#:

Email Address:



Property Owner Contact#:

Email Address:



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2025

Originating Department: Town Clerk

Agenda Title: Resolution 21-03-26 - Canceling the Town Commission Regular Meetings – April 1, 2026

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

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

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

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

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Resolution

Please initial one:

_____ Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

In accordance with the Town of Lake Park’s Town Code, the Town Commission’s Regular Meetings are scheduled to be held on the 1st and 3rd Wednesday of the month (Town Code – Section 2-51 – Schedule.). However, it has been identified that the first planned meeting on April 1, 2026 would fall on Passover.

The Town’s Code provides the following:

Sec. 2-51. - Schedule. - All meetings of the town commission shall be scheduled as follows:

- (1) Regular meetings of the town commission shall be conducted on the first and third Wednesdays of each month commencing at 6:30 p.m.

As a result, staff is recommending that the Regular Town Commission Meetings on April 1, 2026 canceled.

Recommended Motion:

I move to approve Resolution 21-03-26 and cancel the Town Commission's Regular Meetings of April 1, 2026 (as required by Town Code).

RESOLUTION 21-03-26**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA CANCELING THE FIRST REGULAR SCHEDULED MEETING FOR THE MONTH OF APRIL 2026 (APRIL 1, 2026); 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 Manger has recommended to the Town Commission a desire to cancel the first regularly scheduled Commission Meeting in April 2026, which is April 1, 2026; 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 meeting of April 1, 2026 is hereby canceled.

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



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Public Works

Agenda Title: Resolution 22-03-26 - Slant Front Load Dumpsters and Accessories (RFQ #107-2026) - Iron Container, LLC - \$15,675

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

Cost of Item: \$15,675 **Funding Source:** Sanitation

Account Number: 404-534-404-001-408-597 **Finance Signature:** Barbara A. Gould

Advertised:

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

Attachments: Agenda Request Form

Resolution

Iron Container, LLC - Quote #QUO0011557

Iron Container & Wastequip RFQ Submittals

Agreement with Iron Container

Please initial one:

_____ Yes, I have notified everyone.

DB Not applicable in this case

Summary Explanation/Background:

The Public Works Department has identified the need to purchase replacement slant front-load dumpsters and related accessories to maintain reliable and efficient commercial sanitation collection services throughout the Town. The proposed purchase will replace deteriorated units that are no longer cost-effective to refurbish or otherwise require replacement to support continued service operations.

As a result, the Town issued a Request for Quotation (RFQ #107-2026 – February 12, 2024) in accordance with the Town’s Procurement Policy. The intent of this RFQ is to solicit competitive pricing from qualified manufacturers to provide slant front load dumpsters and accessories, including the purchase and delivery of replacement two- and four-cubic-yard slant-front load containers, together with related accessories, to support sanitation operations.

The Town received the following quotes in response to RFQ #107-2026:

- Iron Container, LLC \$15,675
- Wastequip \$17,990

To ensure the lowest possible price, staff recommends that the Town purchase the equipment from Iron Container, LLC in the amount of for \$15,675. If approved, the Town Commission would accept Iron Container's approved pricing, including all terms, conditions, and pricing therein. The Town will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The proposed purchase would follow the Town of Lake Park's Procurement Policy - Sec. 2-246. Thresholds for the procurement of goods and services.

1. For goods and services with a value greater than \$10,000, but less than \$35,000, the town manager or designee shall electronically post on the town's website a description of the goods and services being sought for at least seven (7) consecutive business days. The posted information shall include the scope of work, specifications for goods and the response forms to be used by Offerors in response to the request for quotation (RFQ).

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including RFQ 107-2026 and published addendums, as required.

Funding to support this purchase is available within the Town's Fiscal Year 2026 Budget - Sanitation Fund.

If approved, the proposed purchase is expected to be received by May 1, 2026 and is covered under a twelve (12) month Manufacturer's Limited Warranty, which includes protection against defects in materials and workmanship for twelve months from the date of shipment.

The proposed Agreement was prepared by the Operations Manager and Public Works Director and reviewed by the proposed vendor, Iron Container, LLC, the Finance Director and the Town Attorney.

The Town has previously worked with the proposed vendor and they have delivered a high-quality product and provided good customer service.

Recommended Motion:

I move to approve Resolution 22-03-26 and authorize the Town to enter into an Agreement with Iron Container, LLC for the purchase of Slant Front Load Dumpsters and Accessories, in the amount of \$15,675; and authorize the Mayor to execute the Agreement.

RESOLUTION 22-03-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH IRON CONTAINER, LLC FOR THE PURCHASE OF SLANT FRONT LOAD DUMPSTERS AND ACCESSORIES PURCHASE; AUTHORIZING FUNDING FROM THE SANITATION FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such powers as have been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts for goods and services necessary to ensure continuity of municipal operations; and

WHEREAS, the Public Works Department has identified a need to replace existing commercial sanitation front-end loader dumpsters that are beyond refurbishment due to excessive rust, in order to maintain the Town’s commercial sanitation collection services; and

WHEREAS, the Town issued RFQ 107-2026 seeking quotes for the purchase of replacement front end loader dumpsters in various sizes, and Iron Container, LLC submitted the lowest responsive and responsible quote in the amount of \$15,675.00; and

WHEREAS, funding for this purchase is available in the FY 2026 Sanitation Fund; and

WHEREAS, the Town Commission deems it in the best interest of the Town to proceed with the purchase in order to maintain service reliability and operational efficiency.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute an Agreement with Iron Container, LLC, attached hereto as Exhibit “A,” for the purchase of slant front load dumpsters and accessories in the amount of \$15,675.00.

Section 3. Funding for this purchase shall be provided from the FY 2026 Sanitation Fund.

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

AGREEMENT FOR SLANT FRONT LOAD DUMPSTERS AND ACCESSORIES PURCHASE

This Agreement is made and entered into this ___ day of March, 2026, by and between the Town of Lake Park, a municipal corporation of the State of Florida (“Town”), and Iron Container, LLC, a Florida registered vendor of commercial waste containers (“Contractor”).

WHEREAS, the Town requires the purchase of replacement commercial sanitation front end loader dumpsters to replace existing units that are beyond refurbishment due to excessive rust; and

WHEREAS, the Contractor has the necessary qualifications, equipment, and product inventory to provide the required dumpsters; and

WHEREAS, the Town has selected the Contractor under RFQ 107-2026 as the lowest responsive and responsible bidder;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Scope of Purchase** – Contractor shall provide replacement commercial sanitation front end loader dumpsters in various sizes in accordance with the specifications outlined in RFQ 107-2026 and Contractor’s proposal dated February 24, 2026, both of which are incorporated herein by reference.
2. **Delivery Schedule** – The new replacement dumpsters are expected to be delivered within the next few months, unless otherwise approved in writing by the Town.
3. **Compensation** – The Town shall pay the Contractor a lump sum of \$15,675.00, inclusive of all delivery, materials, and associated costs.
4. **Warranty** – Contractor shall provide the standard manufacturer’s warranty on all purchased units, commencing upon delivery and acceptance by the Town.

- 5. **Licenses and Insurance** – Contractor shall maintain all required licenses and insurance, including general liability and workers’ compensation, during the term of this Agreement.
- 6. **Compliance with Laws** – Contractor shall perform all services in accordance with applicable federal, state, and local laws.
- 7. **Termination** – The Town may terminate this Agreement for cause or convenience upon written notice.
- 8. **Public Records** – Contractor shall comply with Chapter 119, Florida Statutes, relating to public records.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF LAKE PARK
By: _____
Name: _____
Title: _____
Date: _____

IRON CONTAINER, LLC
By: *[Signature]*
Name: Michaela Crook
Title: President
Date: 3/3/2026

Bid Response

Town of Lake Park, FL



Bid Title: SLANT FRONT LOAD DUMPSTERS AND ACCESSORIES PURCHASE

Bid Number

RFQ No. 107-2026

Bid Due Date

February 24, 2026

Bid Opening Time

11:30 AM

(Corporate Headquarters)

6525 Carnegie Blvd., Suite 300
Charlotte, NC 28211
877.468.9278 | www.wastequip.com

(Bid Location)

841 Meacham Rd.
Statesville, NC 28677
980.987.7602

(Contact—Vicky Connelly-Turman)

Bids / Contract Supervisor—Steel Division
980.987.7602 ext. 9641
vconnelly@wastequip.com

WASTEQUIP[®]

Corporate Profile

Founded in 1989, Wastequip was created to consolidate the fragmented and regionalized waste equipment manufacturing sector.

The vision was simple: to provide the rapidly growing base of large national haulers a one-stop shop for their most significant needs including standardized equipment, highly durable products, inventory availability, faster delivery and outstanding customer service needed to continue their growth.

To achieve this goal, Wastequip acquired the top companies and best brands, developing an expansive footprint of manufacturing and service facilities throughout North America.

Today headquartered in Charlotte, NC, Wastequip is the leading North American manufacturer of waste handling and recycling equipment. With over 2,000 employees and over 50 facilities, Wastequip has built a reputation for manufacturing expertise and product innovation. With the broadest portfolio of products on the market today, Wastequip is composed of the most well-respected brands in the waste management industry including:

- **Wastequip** brand compactors, balers, steel containers and environmental containers
- **Toter** brand plastic carts and containers
- **Galbreath** brand hoists, container handlers and trailers
- Tarping systems, sold through our **Mountain Tarp** and **Pioneer** brands
- Refuse trucks manufactured by **Amrep**
- Technology solutions for project, asset management, and service via **wasteware**
- OEM and aftermarket parts sold through **Wastebuilt**
- **ConFab** steel, grease, and material handling containers
- Service, maintenance, and components as provided by **WastequipWRX**
- Waste management services provided by **ContainerPros**

Wastequip's North American footprint allows us to serve customers on a local level and creates economies of scale not possible with smaller manufacturers.

Wastequip maintains strong partnerships with large national haulers, as well as many of the smaller regional and local players and our products are currently in use in thousands of municipalities across the country.





Points of Contact

Sales Contact

Ernie Castro, Regional Sales Manager

(352) 250-4669 Mobile

ecastro@wastequip.com

Bids/Contracts Team - Documents Remit

Vicky Connelly-Turman, Bids/Contracts Supervisor - Steel

841 Meacham Road, Statesville, NC 28677

(980) 987-7602 ext. 9641

vconnelly@wastequip.com

Holly Rhea, Bids/Contracts Specialist - Steel

841 Meacham Road, Statesville, NC 28677

(980) 987-7602 ext. 10101

hrhea@wastequip.com

P.O. Remit

Vicky Connelly-Turman, Bids/Contracts Supervisor - Steel

841 Meacham Road, Statesville, NC 28677

(980) 987-7602 ext. 9641

vconnelly@wastequip.com

AND/OR

bids@wastequip.com

Remit To

Wastequip Manufacturing Company LLC

PO Box 603008, Charlotte, NC 28260-3008

(704) 366-7140

credit@wastequip.com

Warranty

Pat Waters, Warranty Manager

1031 Hickstown Rd, Erial, NJ 08081

Office: (856) 784-5500 Mobile: (856) 701-8177

pwaters@wastequip.com



REQUEST FOR QUOTES

RFQ No. 107-2026

SLANT FRONT LOAD DUMPSTERS AND ACCESSORIES PURCHASE

I. Introduction

The Town of Lake Park is soliciting quotes from qualified vendors for the purchase of **Slant Front Load Dumpsters and related accessories**. Deliver dumpsters and supplies to the following location:

Town of Lake Park – Public Works Facility - Storage yard on 12th Street located at the rear of 640 Old Dixie Highway Lake Park, FL 33403

II. Project Specifications

Provide a quote for the following:

Product Description	Color	Quantity
4 Cubic Yard Standard Duty Slant Front Load Container <ul style="list-style-type: none"> • Bottom: 10 gauge • Walls: 12 gauge • Bottom Runners • Drain Plug • 4 Quick Release Caster Pads Installed • Lid Rods & Black Lids • Primed & Painted (Standard Color) 	Dark Green	15
2 Cubic Yard Standard Duty Slant Front Load Container <ul style="list-style-type: none"> • Bottom: 10 gauge • Walls: 12 gauge • Bottom Runners • Drain Plug • 4 Quick Release Caster Pads Installed • Lid Rods & Black Lids • Primed & Painted (Standard Color) 	Dark Green	10

III. Submission Requirements

Quote Package Must Include:

1. Please submit a standard quote or, if fully compliant with Town Ordinance Section 2-249 (a), a Cooperative Purchase Agreement quote.
Sec. 2-249 (a) Cooperative purchases: Purchases utilizing contracts of other Florida entities: Notwithstanding any requirements of this division, the purchase of goods and services under a contract with a Florida municipal governmental agency, political subdivision, or government-related association for the same scope of services may be made providing that the originating entity utilized a competitive process substantially similar to that used by the town.
2. **Detailed cost breakdown**, including:
 - o Itemized pricing
 - o Product descriptions
 - o Shipping and delivery fees
 - o Bill to: 535 Park Avenue, Lake Park, FL 33403
 - o Ship to: 640 Old Dixie Hwy, Lake Park, FL 33403

Submission Methods

In Person or By Mail: Town Clerk's Office 535 Park Avenue Lake Park, FL 33403 Attn: RFQ No. 107-2026

Electronically: townclerk@lakeparkflorida.gov Attn: RFQ No. 107-2026

IV. Terms and Conditions

The Town of Lake Park reserves the right to:

- Accept or reject any or all submissions, in whole or in part
- Cancel or modify this RFQ at any time prior to award
- Negotiate pricing or scope with the selected vendor if in the Town's best interest

V. Submission Deadline All responses must be received by:

11:30 A.M. – Tuesday, February 24, 2026

For additional information, contact: **Laura Weidgans, Deputy Town Clerk**

561-881-3311 / townclerk@lakeparkflorida.gov

Laura Weidgans

Digitally signed by Laura Weidgans
 DN: cn=Laura Weidgans, o=Town of Lake
 Park, ou=Deputy Town Clerk,
 email=lweidgans@lakeparkflorida.gov, c=US
 Date: 2026.02.12 14:47:59 -05'00'

Sell To:

Contact Name	Laura Weidgans	Ship To Name	Town of Lake Park
Bill To Name	Town of Lake Park	Ship To	640 Old Dixie Hwy
Bill To	535 Park Ave Lake Park, FL 33403-2603 USA		Lake Park, FL 33403 USA
Email	townclerk@lakeparkflorida.gov	Quick Ship	<input type="checkbox"/>
Phone	(561) 848-0371		

Quote Information

Salesperson	Ernie Castro	Expiration Date	2/28/2026
Salesperson Email	ecastro@wastequip.com	Quote Number	WQ-10374492
Salesperson Phone	(352) 250-4669		Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
Container - FL - 125541	2 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Primed and Painted Any Standard Color	Caster Pads Installed	Color: Dark Green	10.00	\$580.00	\$5,800.00
Container - FL - 125544	4 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	Caster Pads Installed	Color: Dark Green	15.00	\$736.00	\$11,040.00
Containers - FL - CAS001	Casters - (4) Quick Release Caster Pads Installed			25.00	\$46.00	\$1,150.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$17,990.00
Shipping Terms	FOB Origin	Tax	\$0.00
		Grand Total	\$17,990.00

Special Instructions

Special Instructions Pricing:

Due to the volatility in the current steel market, WASTEQUIP PRICING WILL BE HELD FOR 30 DAYS AFTER BID OPENING.

All prices are exclusive of any applicable fuel surcharges, customs, taxes (such as present or future sales, excise, use, ad valorem), fees, or any export or import duties or tariffs (collectively "Taxes"), unless otherwise noted. If any new Taxes are imposed or existing Taxes are changed or repealed after the submission of this bid, the applicable Taxes shall be adjusted to reflect these changes, and if awarded, will be included on our Invoices.

Pricing listed is based on orders placed for the specified quantities of product listed in bid documents. Orders placed for other than these stated quantities may be subject to additional freight charges.

Delivery:

Wastequip will deliver containers between 3-4 weeks from Wastequip's receipt in writing of Purchase Order, Order Confirmation, and Markings Approvals from the Entity, and if credit has been established; however, the delivery time frame may be subject to shorter or longer lead times due to extraordinary demand or outside circumstances including our compliance with applicable CDC/local agency guidance and mandates, executive orders, and federal, state and local laws. We trust that delays due to the above reasons will not incur liquidated damages.

Delivery will be made to one location unless acknowledged otherwise. Customer to off load at time of delivery. Containers will be delivered on a flatbed tractor trailer. Customer will need to provide equipment and operator to offload containers from trailer.

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



Exceptions/Clarifications/Notes to Pricing for: Town of Lake Park, FL

Bid Name and/or Number:

SLANT FRONT LOAD DUMPSTERS AND ACCESSORIES PURCHASE

RFQ No. 107-2026

Bid Date: February 24, 2026

Wastequip Exceptions/Deviations to Specifications

Wastequip meets or exceeds all listed product specifications.

All products meet ANSI Accredited Standards that address safety, performance, and design compatibility requirements as well as compatibility dimensions for manufacturers so that containers can be safely used with refuse vehicles, and operational safety requirements. All products are Manufactured by Wastequip and are New.

Wastequip Clarifications & Notes to Pricing

Pricing:

Due to the volatility in the current steel market, WASTEQUIP PRICING WILL BE HELD FOR 30 DAYS AFTER BID OPENING.

All prices are exclusive of any applicable fuel surcharges, customs, taxes (such as present or future sales, excise, use, ad valorem), fees, or any export or import duties or tariffs (collectively "Taxes"), unless otherwise noted. If any new Taxes are imposed or existing Taxes are changed or repealed after the submission of this bid, the applicable Taxes shall be adjusted to reflect these changes, and if awarded, will be included on our Invoices.

Pricing listed is based on orders placed for the specified quantities of product listed in bid documents. Orders placed for other than these stated quantities may be subject to additional freight charges.

Delivery:

Wastequip will deliver containers between 4-6 weeks from Wastequip's receipt in writing of Purchase Order, Order Confirmation, and Markings Approvals from the Entity, and if credit has been established; however, the delivery time frame may be subject to shorter or longer lead times due to extraordinary demand or outside circumstances including our compliance with



applicable CDC/local agency guidance and mandates, executive orders, and federal, state and local laws. We trust that delays due to the above reasons will not incur liquidated damages.

Delivery will be made to one location unless acknowledged otherwise. Customer to off load at time of delivery. Containers will be delivered on a flatbed tractor trailer. Customer will need to provide equipment and operator to offload containers from trailer.

PLEASE NOTE CONTAINERS WILL BE SHIPPED NESTED/STACKED TO SAVE ON FREIGHT CHARGES.

- Front Load Containers: Containers will be nested meaning one container will be stacked on top of another container. Stacks may consist of 2 or more containers, depending upon size and quantity ordered. Upon delivery and offloading customer will need to install container lids. Touch up paint will be provided upon request.

FRONT END LOAD CONTAINERS



Steel Front End Load (FEL) Containers

Wastequip Front End Load Containers (FELs) are engineered using heavy gauge steel to withstand the stress of continued use. Standard models feature 12 gauge sides and 10 gauge bottoms, high density polyethylene lids and fully welded in-seams. Our heavy duty models have 10 gauge sides and 7 gauge bottoms for added strength and durability.

Containers are primed inside and outside to reduce corrosion. Wastequip containers meet ANSI safety specifications and dimensional standards for haulers. With locations throughout North America, Wastequip can meet your container needs quickly.

Styles: Flat, slant, hatchback and nestable (slant and flat)

Sizes: 2, 3, 4, 6, 8, and 10 cubic yards



FEATURES

1) FORK POCKETS:

- 3-way flared fork pockets protect from damage by the trucks forks and easily guides forks into the pockets
- Taco gussets welded to the bottom of the fork pockets help extend pocket life by providing added strength to the bottom of the pockets
- Fully welded pockets at critical stress points reduce fork damage and ensure long service life

2) CONSTRUCTION:

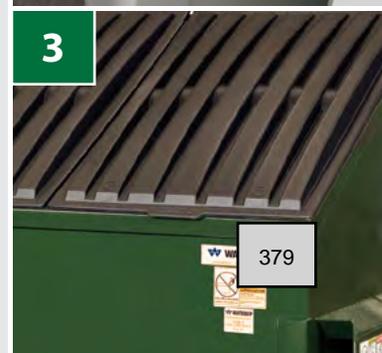
- Rounded bumper pads help prevent damage to the front of the container
- Floor channels are capped at both ends to prevent debris from getting inside and extend up the front and back walls to create extra support

2) CONSTRUCTION (CONT'D):

- Fully welded no-step gusset across the top of the fork pocket provides added safety and support
- Top edges are rounded and smooth for added safety during customer loading
- Interlocking top channel frame provides added strength
- Primed inside and outside to reduce corrosion
- Painted in one of several standard colors
- Nestable 2, 3 & 4 yard containers reduce shipping costs and required storage space

3) LIDS:

- Single wall, double lip lids ensure durability
- Optional lids upon request

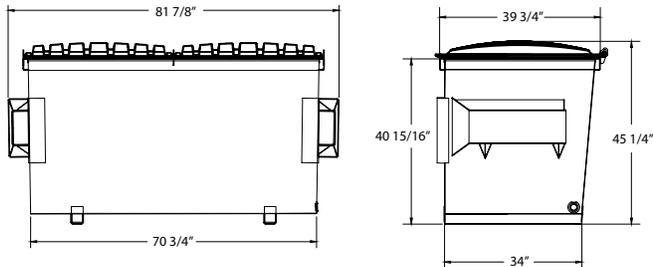


FRONT END LOAD CONTAINERS

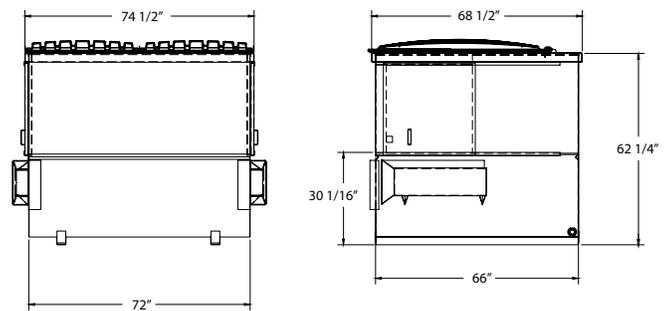
FLAT TOP

Item 13.

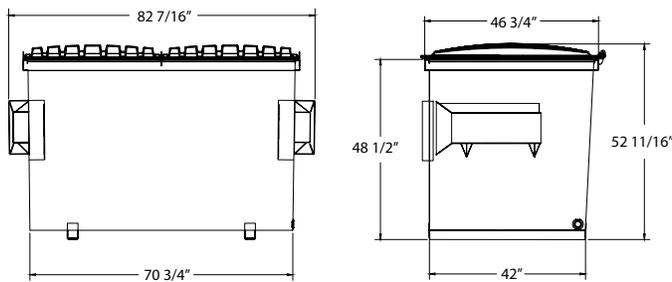
2 YARD FLAT NESTABLE



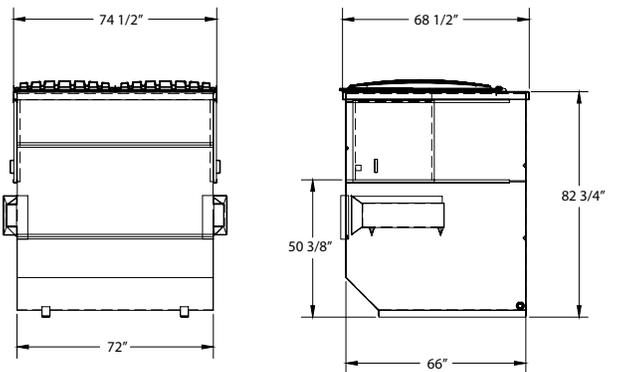
6 YARD FLAT



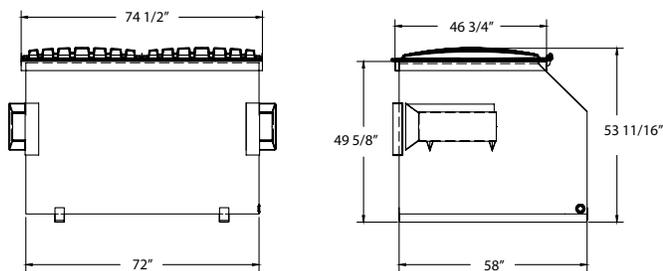
3 YARD FLAT NESTABLE



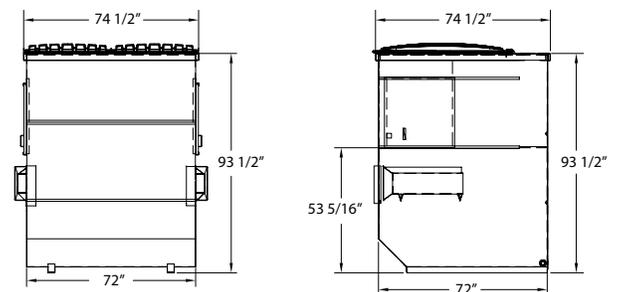
8 YARD FLAT



4 YARD FLAT



10 YARD FLAT



	2 YARD*	3 YARD*	4 YARD	6 YARD	8 YARD	10 YARD
48 ft. trailer flat / drop	42 / 52	28 / 36	18 / 18	8 / 14	8 / 8	7 / 7
53 ft. trailer flat / drop	45 / 57	32 / 42	20 / 20	9 / 16	9 / 9	8 / 8
Plastic lid standard	37" x 41" single wall	37" x 48" single wall	37" x 48" single wall	37" x 58" single wall	37" x 58" single wall	37" x 58" single wall
Sides	12 gauge					
Bottom	10 gauge					
Weight	505 lbs.	602 lbs.	732 lbs.	971 lbs.	1,110 lbs.	1,543 lbs.

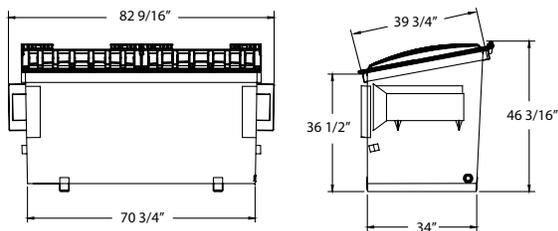
* Nestable

FRONT END LOAD CONTAINERS

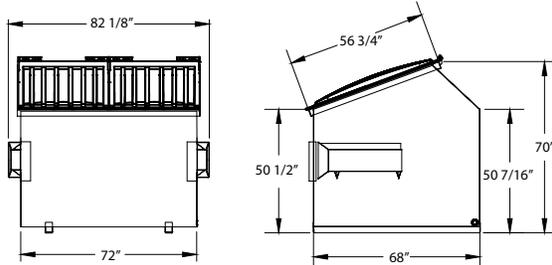
SLANT TOP

Item 13.

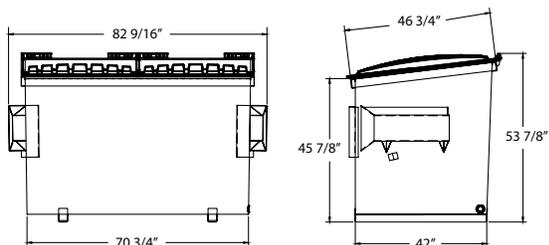
2 YARD SLANT NESTABLE



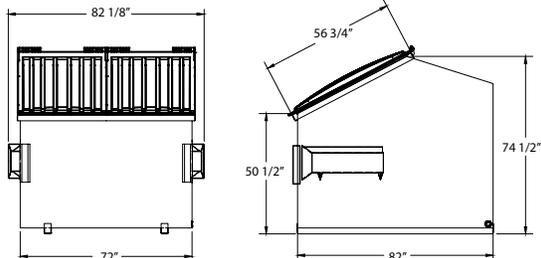
6 YARD SLANT



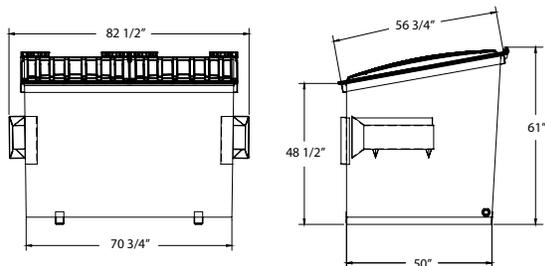
3 YARD SLANT NESTABLE



8 YARD SLANT



4 YARD SLANT NESTABLE



	2 YARD*	3 YARD*	4 YARD*	6 YARD	8 YARD
48 ft. trailer flat / drop	42 / 52	24 / 33	20 / 28	8 / 14	7 / 7
53 ft. trailer flat / drop	48 / 60	26 / 36	22 / 31	9 / 16	8 / 8
Plastic lid standard	37" x 41" single wall	37" x 48" single wall	37" x 58" single wall	37" x 58" single wall	37" x 58" single wall
Sides	12 gauge				
Bottom	10 gauge				
Weight	504 lbs.	608 lbs.	709 lbs.	900 lbs.	1,103 lbs.

* Nestable

Standard Color Choices



Colors shown are as accurate as printing allows. The actual color is subject to variation from the printed color sample. Color choices vary by plant location. Please contact your local sales representative for available colors. Custom colors are available upon request and are subject to an additional charge.



Tel: 877.468.9278 | sales@wastequip.com | www.wastequip.com

Wastequip is the leading North American manufacturer of waste and recycling equipment for collecting, processing, and transporting recyclables and solid or liquid waste. © Wastequip. All rights reserved. Specifications subject to improvement without notice. Equipment displayed should be operated by properly trained personnel. Operators should become familiar with OSHA, ANSI, and any other applicable standards or laws for using this equipment. Improper use, misuse, or lack of maintenance could cause injury to people and/or property. Photos used in the literature are illustrative only. We assume no liability or responsibility for proper training/operation of equipment not manufactured by Wastequip. We reserve the right to make changes at any time without notice. Information contained within this literature is intended to be the most accurate available at time of printing.

WASTEQUIP PRODUCT LIMITED WARRANTIES, DISCLAIMERS OF WARRANTIES, LIMITATION OF LIABILITIES AND REMEDIES, AND LIMITED WARRANTY PERIODS

Wastequip warrants only Products of that are manufactured or sold by Wastequip, or by a Wastequip authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or workmanship. Wastequip's obligations under this warranty are limited to the repair, replacement, or credit, as hereinafter provided at Wastequip's option, of such Product and/or parts and components thereof for which a valid warranty claim has been made during the applicable warranty period. For Products (including parts and/or components) manufactured or supplied by other parties (including but not limited to engines, motor vehicles, special equipment, accessories, tires and fittings), Wastequip shall endeavor to provide Buyer with such third-party manufacturer warranties, as applicable and to the extent such warranty is transferrable or assignable. All express or implied warranties are limited to those expressly provided herein; and Wastequip makes no other warranty or nor takes on any other duty of its own on any Product. Wastequip does not take on or assume warranty obligations of third party part, component or Product suppliers, and expressly disclaims and does not obligate itself to any warranty on any Product. Wastequip's sole obligation with respect to warranties of third parties is to provide Buyer information, if it exists, regarding any such third-party warranty so that Buyer may decide whether to invoke it. As a condition precedent to Wastequip honoring its own repair and replacement warranty as set forth herein, Buyers must first complete a Product Warranty Registration Form upon delivery, where applicable (retaining a copy for Buyer's records), provide proof of purchase or ownership, and maintain and provide to Wastequip upon request accurate records of date of installation of all OEM and aftermarket parts.

Specific warranty periods are listed herein. Repair or replacement does not extend or reset the warranty beyond the original period, and unless otherwise stated, repaired or replaced parts are warranted only for the balance of the original warranty period for the original part. Warranties for certain products are limited to the original purchaser only.

Wastequip does not warrant or make any representations concerning Product when the Product is not installed and/or used in strict accordance with good installation, service and maintenance practices or operating instructions. Wastequip does not warrant Product that has been: altered, modified, disassembled or re-designed; improperly installed, serviced, maintained, handled or repaired; combined with unapproved non-Wastequip products, aftermarket or non-OEM parts without Wastequip authorization; neglected or subjected to improper protection or handling; contaminated with or exposed to oil, grease, water (including salination), chemicals or solvents; damaged or fails to perform as a result of accident, acts of God, lack of reasonable and proper protection during storage or use, overheating, negligence, misuse, vandalism, damage from wildlife, loading or exceeding the manufacturer's rated or recommended free-standing capacity; damaged from automated grasper or unauthorized compaction or volumetric reduction actions; used in contravention of specifically excluded use or any other unauthorized use other than originally intended, authorized, instructed or beyond the control of Wastequip. All of the foregoing shall void any and all warranty obligations.

This limited warranty does not apply to Product changes or nonconformities caused by normal use, nor does it cover normal operating costs, adjustments, or consumables including but not limited to costs to readjust pressure settings, limit switches, timers, relays, fuses, loss of hydraulic oil, cable or filter replacement or normal cosmetic or mechanical wear and tear.

"Aftermarket parts" are not genuine OEM parts, may impact the performance characteristics of Buyer's vehicle, equipment or other systems and therefore may not be recommended in any application that require the use of genuine OEM parts. Buyers are solely and completely responsible for evaluating their Product whether it is a vehicle, equipment or system to ensure the appropriateness of aftermarket parts. Wastequip does not warrant the appropriateness of aftermarket parts, regardless of manufacturer. Wastequip does not warrant any aftermarket or used Products, which are sold "as is" unless otherwise noted by Wastequip. Wastequip does not warrant any used Products, which are sold "as is" unless otherwise expressly noted by Wastequip. Further, Wastequip does not warrant any Products that have had serial numbers removed, altered or defaced. Wastequip does not warrant any damage or nonconformity related to use of non-Wastequip approved aftermarket or non-OEM parts.

Wastequip shall have no liability for any special, punitive, incidental, liquidated or consequential damages, including but not limited to loss of profits, damages to other parts or equipment, damages from loss of use (even loss of use is while Wastequip is repairing or replacing a nonconforming Product pursuant to this limited warranty), cost of capital or interest, any claim for authorized labor charges incurred in diagnosing or replacing a defective Product, towing charges, travel costs, meals, lodging, telephone charges, fuel, storage, loss of use, loss of hydraulic oil, unauthorized repairs, or injury to person or property, to the maximum extent allowable under applicable law.

If Wastequip, without separate compensation and/or outside any warranty coverage, provides Buyer, Buyer's customer or end user with advice or other assistance concerning any Product or equipment in which the Product may be installed, the recipient of said advice agrees to follow it at their own risk and expense, and further agrees that in exchange for the furnishing of such advice or assistance to waive any and all claims and liability of Wastequip whether in contract, tort (including negligence and strict liability) or otherwise related to such advice.

If any depiction, sample, model or demonstration was shown to or provided Buyer, such depiction, sample, model or demonstration merely illustrates the general type and quality of Product, and is not to be construed as a representation or warranty of any kind and certainly not a warranty of fitness for any particular purpose

If Wastequip authorizes any labor costs associated herewith, such will be solely in accordance with Wastequip established labor rates. Authorization for repairs or related work on Products other than at a Wastequip facility or authorized service center must be through prior written consent by Wastequip; failure to obtain such prior consent shall void this warranty. All claims for reimbursement must be filed with proper documentation no later than forty-five (45) days after occurrence. Failure to timely submit any such claims for reimbursement shall constitute a waiver and release of any Wastequip warranty or reimbursement obligation. Travel time approved in advance by Wastequip for authorized service work is limited to two (2) hours maximum per service call.

As the exclusive remedy, in accordance with Wastequip’s Terms and provided such Product is manufactured by Wastequip and deemed by Wastequip to be nonconforming or otherwise, in Wastequip’s sole discretion, in need of repair or replacement under this limited warranty, Wastequip may, at its sole option (i) repair or replace the defective Product, parts or component(s) thereof at our factory or elsewhere (in Wastequip’s discretion); (ii) provide Buyer with a credit in an amount Wastequip determines to reflect the diminution in value of the Product due to the nonconformity on its account in an amount in any event which shall not exceed to the original purchase Price of the nonconforming Product; and/or (iii) require that Buyer tender any such warranty claims to the third party manufacturer or supplier of the Product under the third party manufacturer or supplier’s warranty, as applicable, upon which Wastequip may endeavor to assist Buyer or Buyer’s customer in resolution. Wastequip will accept warranty claims only from the Buyer or in the event of Buyer’s resale, redistribution, installation or other similar action, unless otherwise noted, from Buyer’s customer, end user or third party that directly purchased the Product from Buyer through a legitimate resale of a new Product or one with remaining warranty term and applicability. Resale does not reset the warranty period. Wastequip reserves the right to examine all Products, parts, or components to determine whether or not the warranted Product qualifies for the exclusive remedy set forth in these Wastequip’s Terms. No benefits or remedies are available under this limited warranty while the Invoice for the Product remains unpaid. In any action brought against Wastequip, regardless of the form or forum, Wastequip shall not be liable to Buyer, end user, customer or any third party for special, consequential, incidental, liquidated or punitive damages and, under no circumstances shall any award against Wastequip in favor of Buyer, end user, customer or any third party exceed the amount paid to Wastequip by Buyer for the Product, to the extent allowed by law. Wastequip shall have no duty or obligation to defend or indemnify Buyer, end user, Buyer customer or any third party from potential claims related to the Product. The parties agree that the foregoing remedy is reasonable and does not cause the Wastequip’s Terms to fail of its essential purpose.

In the event of Buyer’s resale, redistribution, installation or other similar action of any of the Products sold hereunder, in whatever form unless otherwise expressly notified by Wastequip, Buyer shall merely and solely pass the applicable Wastequip limited warranties herein on to Buyer’s customer, end user or third party, as applicable, but make no warranty on its own binding Wastequip, third party manufacturer or supplier or any others, and shall notify such purchaser, customer, end user or third party of these Wastequip Terms and disclaimer of any Wastequip warranty, in writing or otherwise.

THESE LIMITED AND CONDITIONAL WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED REPRESENTATIONS, SPECIFICATIONS, WARRANTIES AND REMEDIES, HEREIN OR ELSEWHERE, OR WHICH MAY ARISE UNDER LAW OR EQUITY, OR PURSUANT TO ANY COURSE OF DEALING OR CUSTOM OR USAGE OF TRADE, AND WASTEQUIP EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE OR USE OF THE PRODUCT, EXCEPT FOR WARRANTY OF TITLE. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE SEPARATE WRITTEN WARRANTY REFERENCED ON THE FACE HEREOF. NON-PAYMENT SIXTY (60) DAYS PAST THE DATE OF AN INVOICE VOIDS ANY WARRANTY OBLIGATION.

EXCEPT AS EXPRESSLY SET FORTH IN WASTEQUIP’S TERMS, WASTEQUIP’S PRODUCTS ARE PROVIDED ‘AS IS, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. WASTEQUIP DOES NOT PROVIDE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. DETERMINATION OF THE SUITABILITY OF THE PRODUCT COVERED BY THIS AGREEMENT FOR THE USE CONTEMPLATED BY THE BUYER OR BUYER’S CUSTOMERS IS THE SOLE RESPONSIBILITY OF THE BUYER IN CONNECTION THEREWITH; BUYER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY ARISING OUT OF OR RELATING TO WASTEQUIP’S TERMS, INCIDENT TO THE USE OR POSSESSION OF THE PRODUCT FURNISHED UNDER WASTEQUIP’S TERMS, OR THE SUPPLYING OF PRODUCTS TO BUYER OR ANY SERVICES PROVIDED TO BUYER, ANY THIRD PARTY RIGHTS IN THE PRODUCTS OR ANY USE OF THE PRODUCTS OR THE RESULTS OR DECISIONS MADE OR OBTAINED BY USERS OF THE PRODUCTS, EVEN IF WASTEQUIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE, OR INJURY. IF ANY SAMPLE, DEPICTION, MODEL OR DEMONSTRATION WAS SHOWN TO OR PROVIDED BUYER, SUCH SAMPLE, MODEL OR DEMONSTRATION MERELY ILLUSTRATES THE GENERAL TYPE AND QUALITY OF PRODUCT, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OR WARRANTY THAT A PRODUCT WILL CONFORM TO SUCH SAMPLE, MODEL OR DEMONSTRATION

BUYER'S AND/OR BUYER'S CUSTOMERS', END USERS' OR THIRD PARTIES' SOLE AND EXCLUSIVE REMEDY AGAINST WASTEQUIP SHALL BE THE REMEDY OF REPAIR OR REPLACEMENT OR CREDIT (IN WASTEQUIP'S SOLE DISCRETION) AS SET FORTH IN AND LIMITED BY WASTEQUIP'S TERMS, WITH ANY SUCH OBLIGATIONS BEING LIMITED BY AND SUBJECT TO THE TIME PERIOD SPECIFIED HEREIN. WASTEQUIP'S LIMITED WARRANTY CONSTITUTES THE SOLE REMEDY OF BUYER AND BUYER'S CUSTOMERS, END USERS OR THIRD PARTIES, AS APPLICABLE WITH RESPECT TO OR ARISING OUT OF PRODUCT OR ANY RELATED SERVICES FROM WASTEQUIP, WHETHER BASED ON CONTRACT, MANUFACTURE, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE.

IN NO EVENT SHALL WASTEQUIP BE LIABLE TO BUYER, BUYER'S CUSTOMER, END USER OR THIRD PARTY, WHETHER ARISING UNDER PERFORMANCE OF WASTEQUIP'S TERMS (OF WHICH THIS LIMITED AND CONDITIONAL WARRANTY IS A PART), OR BREACH OF SUCH TERMS, OR MANUFACTURE, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHERWISE), FOR LOSS OF ANTICIPATED PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION, FORCE MAJEURE OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, CLAIMS OF CUSTOMERS, END USERS OR THIRD PARTIES OF BUYER AND BUYER'S CUSTOMERS', END USERS' OR THIRD PARTY'S COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND WHATSOEVER, WITH BUYER EXPRESSLY WAIVING ANY AND ALL SUCH CLAIMS.

1. No other warranties

There are no warranties, express or implied, which provide rights or extend beyond the separate written warranty periods referenced herein.

LIMITED WARRANTY PERIODS AND OTHER LIMITATIONS (BY PRODUCT)

Unless specified below for particular products, parts and business lines, Wastequip's limited repair and replacement warranty for all Products is for a period of twelve (12) months from date of shipment from the Wastequip designated shipping point to Buyer.

Wastequip Manufacturing Company and Confab Manufacturing Company Products

The warranty period for all Wastequip Manufacturing Company and Confab Manufacturing Company Products manufactured and provided by Wastequip Manufacturing Company/Confab Manufacturing Company or a Wastequip Manufacturing Company/Confab Manufacturing Company authorized distributor is for a period of twelve (12) months from date of shipment from the Wastequip Manufacturing Company/Confab Manufacturing Company designated shipping point, unless otherwise specifically indicated below. For purposes of the below warranty periods "structural" means non-moving components that are joined via welding; "parts" means components that can be removed without physically altering the equipment (i.e. binders, electrical components, hoses); and "labor" means material defects in workmanship.

- Self-Contained Compaction Equipment:
 - 265XP, 265 XPHT, 265IP, and CleanPak™ – Five (5) years structural, Two (2) years parts, one (1) year labor from date of shipment from the Wastequip/Confab designated shipping point.
 - 365XSEE Super Energy Efficient Models – Three (3) years structural, Three (3) years parts, one (1) year labor from date of shipment from the Wastequip/Confab designated shipping point.
 - All Other Self-Contained Models – Three (3) years structural, two (2) year parts and one (1) year labor from date of shipment from Wastequip/Confab designated shipping point.
- Standard Compaction Equipment
 - APC, 445XHD-PC, 445HXD-7-PC, 645XHD-PC/15, 45XHD-7-PC/20/30, 645XHD-D-72 thru 1250XHD, Precrusher and Transfer Station Models – One (1) year structural, parts and labor; from date of shipment from the Wastequip/Confab designated shipping point.
- Power Unit - Three (3) years structural, two (2) year parts and one (1) year labor from date of shipment from Wastequip/Confab designated shipping point.
- All other Stationary Compactor Models – Three (3) year structural, one (1) year parts and labor from date of shipment from the Wastequip/Confab designated shipping point.
- Vertical Baler, Vertical Compactor, Container Lifters and Dehydrator Models – One (1) year structural, parts and labor from the date of shipment from the Wastequip/Confab designated shipping point.

- Steel Containers – Twelve (12) months from date of shipment from the Wastequip/Confab designated shipping point.

(WQ Rev.10/06/2025)

AGENCY CUSTOMER ID: CN103117286

LOC #: Miami



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA, LLC.		NAMED INSURED Wastequip, LLC 6525 Carnegie Blvd Ste 300 Charlotte, NC 28211	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CURRENT LEGAL ENTITIES:

Amrep Manufacturing Company, LLC
 Amrep, Inc.
 Conflab Manufacturing Company, LLC
 Container Pros, LLC
 Galbreath LLC
 HPCC Intermediate, Inc.
 HPCC Parent, Inc.
 Parts Place, LLC
 Patriot Container Acquisition Corp.
 Patriot Container Corp.
 Patriot Container Intermediate, LLC
 Toler International I LLC
 Toler International II LLC
 Toler, LLC
 Wastebuilt Environmental Solutions, LLC
 Wastely, LLC
 Wastequip Manufacturing Company LLC
 Wastequip Manufacturing Inventory Company, LLC
 Wastequip, LLC
 WQD, LLC

PRIOR LEGAL ENTITIES

Accurate Industries, Inc.
 Big Dumpster Acquisitions, Inc.
 Big Dumpster Holdings, Inc.
 CDS Acquisition, LLC
 Central Body & Hoist Service Co.
 Cusco Fabricators, LLC
 Cusco Fabricators, Inc.
 Galbreath, Inc.
 Galfab Acquisition, LLC
 Menomonee WI Holding, LLC
 Parts Place, Inc.
 Refuse Parts Depot, LLC
 Stepp Acquisition, LLC
 Stepp Equipment Company
 Toler, Inc.
 Toler, Incorporated
 Wastebuilt Distribution and Service, LLC
 Wastebuilt Southeast, LLC
 Wastebuilt Southwest, LLC
 Wastequip Manufacturing Company Inc.
 Wastequip, Inc.
 WQD, Inc.

DBAs

Accurate
 Accurate Industries

AGENCY CUSTOMER ID: CN103117286

LOC #: Miami



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA, LLC.		NAMED INSURED Wastequip, LLC 6525 Carnegie Blvd Ste 300 Charlotte, NC 28211	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- Accurate of Canada
- Accurate of Ohio
- Amrep
- AO Compactors
- Confab
- ContainerPros
- Galbreath
- Go To Parts
- Holt
- Holt Industries
- Holt Specialty Equipment
- May Fabrication
- May Fabricators
- May Manufacturing
- May Manufacturing and Distribution Corp.
- May Properties
- Mayfab
- May-Fab
- Mayfab-Waste Equipment
- Mountain Tarp
- Parts Place
- Pioneer
- Stacklogix
- Wastebuilt
- Wastequip Accurate
- Wastequip DBA Florida Can
- Wastequip Indiana
- Wastequip Manufacturing
- Wastequip Manufacturing Company
- Wastequip May Mfg Co
- Wastequip Mfg Co DBA Industrial Refuse Sales
- Wastequip Oregon
- Wastequip Tennessee
- Wastequip Texas
- Wastequip WRX
- Wastequip/Mayfab
- Wasteware



Town of Lake Park, FL



North America's Leading Manufacturer of Waste Handling Equipment

Bid Title: SLANT FRONT LOAD DUMPSTERS AND ACCESSORIES PURCHASE

Bid No: RFQ No. 107-2026

Bid Due: February 24, 2026

Bid Opening Time: 11:30 AM



IRON
CONTAINER

Iron Container, LLC
8505 NW 74th St
Miami, FL 33166-2327
USA

Sales Quote

#QU0011762

03/03/26

Page 1 / 1

Bill-To

Town Of Lake Park
640 Old Dixie Highway
Lake Park, FL 33403
USA

Ship-To

Town Of Lake Park
Dwayne-Call Day Prior to Ship- Tue/Weds/Thurs Only- 8am-230pm
640 Old Dixie Highway
Lake Park, FL 33403
USA

Customer C001172
PO #
Quote Valid to Date 04/30/26
Sales Rep Henry Ortega
Email hortega@ironcontainer.com

Document Date 03/03/26
Ship Via
Payment Terms Net 30 days

Notes

Updated Quote11557 - RFQ No. 107-2026

No.	Description	Quantity	Unit Price	Net Price	Amount
FEL-4Y-SL-FL	FEL-S4YD Slant 4 Cubic Yard Front End Loader Slant Top -10 Gauge Bottom - 12 Gauge sides -Painted Includes: Lid Rods & Black Lids - Caster Pads - Drain Plug	15	675.00	675.00	10,125.00
FEL-2Y-SL-FL	FEL-S2YD Slant 2 CU. Yd. Front End Loader Slant Top - 10 Gauge Bottom - 12 Gauge sides -Painted - Includes: Lid Rods and Black Lids - Caster Pads- Drain Plug Color: Dark Green	10	510.00	510.00	5,100.00
	Freight - Southeast Florida	1	450.00	450.00	450.00
				Subtotal	15,675.00
				Sales Tax Amount	0.00
				Total (USD)	15,675.00

Signature: _____

Sales Taxes are an estimate only. Actual charges will be calculated at the time of shipping. All orders paid for with credit card are subject to 1% - 4% surcharge fee based upon which credit card network is used. In the event of a dispute between the parties regarding the terms, payment or enforcement of this contract/invoice, the prevailing party in any such action shall recover its reasonable attorney's fees and costs from the non-prevailing party, which shall include the right to seek attorney's fees for collecting attorney's fees. Invoices may accrue interest at 1% per month over the agreed payment terms.

Phone: (305) 726-2150 Site: www.ironcontainer.com



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Public Works

Agenda Title: Resolution 23-03-26 - Agreement - 96-Gallon Carts (RFQ #106-2026) - Toter, LLC - \$15,524.77

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

Cost of Item: \$15,524.77 **Funding Source:** Sanitation

Account Number: 404-534-404-001-408-597 **Finance Signature:** Barbara A. Gould

Advertised:

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

Attachments: Agenda Request Form

Resolution

Toter, LLC - WQ-10374028

Wastequip RFQ Submittal

Agreement with Wastequip

Please initial one:

_____ Yes, I have notified everyone.

DB Not applicable in this case

Summary Explanation/Background:

The Public Works Department has identified a need to purchase replacement 96-gallon residential sanitation carts to maintain reliable and efficient residential sanitation collection services throughout the Town. The proposed purchase will replace existing units that are severely damaged that are beyond refurbishment and/or otherwise in need of replacement to support continued service operations.

As a result, the Town issued a Request for Quotation (RFQ #106-2026 – February 12, 2026) in accordance with the Town’s Procurement Policy. The intent of this RFQ is to solicit competitive pricing from qualified manufacturers to provide 96-gallon (sanitation) universal and nestable carts, together with the required hot stamp markings, to support sanitation operations.

RESOLUTION 23-03-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH TOTER, LLC FOR THE PURCHASE OF 96-GALLON CARTS; AUTHORIZING FUNDING FROM THE SANITATION FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such powers as have been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts for goods and services necessary to ensure continuity of municipal operations; and

WHEREAS, the Public Works Department has identified a need to purchase residential sanitation 96-gallon carts to replace existing units that are beyond refurbishment due to excessive damage and to ensure the Town has continued residential sanitation collection services; and

WHEREAS, the Town issued RFQ 106-2026 seeking quotes for the purchase of 96-gallon carts, and Toter, LLC submitted the lowest responsive and responsible quote in the amount of \$15,524.77; and

WHEREAS, funding for this purchase is available in the FY 2026 Sanitation Fund; and

WHEREAS, the Town Commission deems it in the best interest of the Town to proceed with the purchase in order to maintain service reliability and operational efficiency.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute an Agreement with Toter, LLC, attached hereto as Exhibit “A,” for the purchase of 96-gallon carts in the amount of \$15,524.77.

Section 3. Funding for this purchase shall be provided from the FY 2026 Sanitation Fund.

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

AGREEMENT FOR 96-GALLON CART PURCHASE

This Agreement is made and entered into this ____ day of March, 2026, by and between the Town of Lake Park, a municipal corporation of the State of Florida (“Town”), and Toter, LLC, a Florida registered vendor of commercial waste containers (“Contractor”).

WHEREAS, the Town requires the purchase of replacement 96-gallon carts to replace existing units that are beyond repair; and

WHEREAS, the Contractor has the necessary qualifications, equipment, and product inventory to provide the required carts; and

WHEREAS, the Town has selected the Contractor under RFQ 106-2026 as the lowest responsive and responsible bidder;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Scope of Purchase** – Contractor shall provide 96-gallon carts in accordance with the specifications outlined in RFQ 106-2026 and Contractor’s proposal dated February 24, 2026, both of which are incorporated herein by reference.
2. **Delivery Schedule** – The new 96-gallon carts are expected to be delivered within the next few months, unless otherwise approved in writing by the Town.
3. **Compensation** – The Town shall pay the Contractor a lump sum of \$15,524.77, inclusive of all delivery, materials, and associated costs.
4. **Warranty** – Contractor shall provide the standard manufacturer’s warranty on all purchased units, commencing upon delivery and acceptance by the Town.
5. **Licenses and Insurance** – Contractor shall maintain all required licenses and insurance, including general liability and workers’ compensation, during the term of this Agreement.
6. **Compliance with Laws** – Contractor shall perform all services in accordance with applicable federal, state, and local laws.

- 7. **Termination** – The Town may terminate this Agreement for cause or convenience upon written notice.
- 8. **Public Records** – Contractor shall comply with Chapter 119, Florida Statutes, relating to public records.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF LAKE PARK
By: _____

Name: _____

Title: _____

Date: _____

Toter, LLC
By: _____

Name: _____

Title: _____

Date: _____



Town of Lake Park
RFQ No. 106-2026
96-Gallon Cart Purchase
Due: February 24, 2026, at 11:00 am



Bidder Contact Information

Kellie Clark
Sr. Manager Bids/Contracts
Toter, LLC
841 Meacham Rd.
Statesville, NC 28677
Phone: 980-987-7602 Ext. 9584
Email: Kclark@toter.com



February 23, 2026

Ms. Laura Weidgans
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

RE: Toter, LLC's Response to RFQ No. 106-2026 96-Gallon Cart Purchase
Due: February 24, 2026, at 11 a.m.

To Ms. Weidgans,

Toter, LLC is pleased to provide a Quote to the Town of Lake Park for 96-Gallon Carts. As a Wastequip brand, Toter is a manufacturer and marketer of high-quality plastic containers and related products, solely dedicated to the waste industry for residential, hauler, industrial, commercial, and retail accounts. Toter introduced the automated curbside cart system in North America during the late 1960's. We have been in continuous operation for 60+ years and are the largest plastic roll out cart rotational molder in North America.

We've earned our reputation as the market leader.

Toter is focused solely on creating and producing products for the waste industry. Our history spans six decades of cart manufacturing, and our team includes a cadre of industry veterans who know refuse and recycling carts, and who have been working with the City all or many years of the current contract. Through the support of a seasoned management team with deep professional and industry experience, Toter ensures that we deliver on customer commitments day in and day out for a successful rollout and beyond.

We're laser-focused on quality products, service, and continued innovation.

As the only rotational molded cart manufacturer, Toter can help customers reduce the total cost of its collection services through carts that are flexible and impact resistant. "Built for Extremes" is more than just a tagline because our carts have decades of proven performance withstanding the daily abuse of curbside waste collection.

Why Toter is the best value.

- ✓ Toter's 12 Year Cart Body Warranty is 2 years longer than any other cart warranty. 2 additional years of coverage reduces potential cart replacement cost in years 11 and 12 of ownership by \$7 to \$9/cart. Nothing prevents another cart company from offering a 12-year warranty other than the knowledge that its carts are not durable.
- ✓ Our proven 15 to 20+ year service life is many years longer than the service life claimed by the leading injection molded cart manufacturer (only 10 years).
- ✓ Toter roll carts are different from others in the industry. In 1994, Toter introduced its patented ADVANCED ROTATIONAL MOLDING™ process which revolutionized both the rotational molding and waste industry. Toter's "zero stress" molding technology offers important higher strength to weight ratios and durability advantages over "high stress" processes such as injection molding. It is notable that products such as kayaks and bridge barriers are rotationally molded because both products must withstand impact, just like carts must bounce back when serviced by an automated arm, and especially

in extreme temperatures. Many of our customers have tried injection molded carts and switched (or switched back) to our rotationally molded product due to the durability and low lifecycle cost of our carts.

Why Toter is the preferred cart supplier by hundreds of customers.

- ✓ **We are dedicated to the waste industry, not manufacturing for any other industry** - We are the largest rotational molder of roll carts in North America, and have been in continuous operation since 1962.
- ✓ **Owned and operated by Wastequip, LLC, the largest waste equipment provider in North America** – Founded in 1989, Wastequip is the leading manufacturer of waste handling equipment in North America, with a complete line of both steel and plastic waste handling equipment. Wastequip and Toter provide the perfect place for one-stop shopping!
- ✓ **Long-term solutions to meet every possible need** – Refuse and Recycling Carts in sizes 16 to 96 Gallons; 2, 13, 21, 32, and 48 Gallon Organics Carts; 96, 64 and 32 Gallon Bear Resistant Carts; 1, 2, 3, and 4 Cubic Yard Front Load Containers; and services of Cart Assembly and Delivery to Residents, Cart Maintenance, and Technology Solutions.
- ✓ **96 Gallon, 64 Gallon, 48 Gallon, and 32 Gallon Nestable/Stackable Carts** - We are the first and only manufacturer to design roll carts that are nestable/stackable when FULLY ASSEMBLED and “Ready to Roll”. Our customers realize savings in storage/inventory costs and experience savings in reduced number of replacement trips. Unlike injection molded carts that nest no more than 2 carts high because of protruding wheels, Toter carts can be stacked up to 6-8 carts high and require fewer square feet for storage and/or truck space to the field. Please note that our 24 Gallon cart is not nestable.
- ✓ **WARRANTY EXCEEDS INDUSTRY WARRANTY TERMS** - We will provide our standard residential roll cart warranty that with cart bodies confidently covered by a unique and unprecedented standard 12-year non-prorated warranty (all other cart components have a 10-year non-prorated warranty). Because we Rotationally Mold our carts rather than injection molding them as others do, we have a proven life expectancy of 15 to 20+ years. This 12-year body warranty is “putting our money where our mouth is.” Please review enclosed information such as “How Toter Can Save You Money” and our warranty and warranty claim procedures and information.

To pose inquiries concerning our bid, please contact me. Thank you again for the opportunity to participate in this process.

Best regards,



Kellie K. Clark
 Sr. Manager of Bids and Contracts
 Toter, LLC
 980-987-7602 Ext. 9584
kclark@toter.com

Toter®

BUILT FOR EXTREMES™

THIS IS TOTER –

Toter, LLC is the largest plastic roll out cart rotational molder in North America, as an industry-leading manufacturer and marketer of high quality plastic containers and related products for residential, hauler, industrial, commercial and retail accounts. As a 100% U.S. owned Company, Toter has been in continuous operation since 1962, originally as a subsidiary of Rubbermaid Incorporated. Since then, Toter has been recognized as the manufacturer of the top-selling brand of two-wheeled carts for curbside automated waste, recycling and organics collection by cities, private waste haulers and recyclers. Headquarters for Toter is in North Carolina, with regional manufacturing/ distribution facilities within the following locations: Statesville, NC; Acuna, Mexico; and Del Rio, TX. Toter is dedicated to the waste industry, not manufacturing for any other industry.

Dates of Incorporation: Toter, LLC is the manufacturer of Toter carts. Our business has been in continuous operation since 1962 as a subsidiary of Rubbermaid Products. Organized as a private corporation April 21, 1983 as Applied Products, Inc. Our company changed our name to Toter Incorporated April 28, 1988, then to Toter, LLC in June of 2012.



In 2007, Toter was acquired by Wastequip and operates as a subsidiary of Wastequip, LLC, the largest waste equipment provider industry-wide! Founded in 1989, Wastequip is the leading manufacturer of waste handling equipment in North America. From carts, containers and compactors, to hoists, refuse trucks and tarping systems, to replacement parts, service and technology, our products are known for their quality and durability. Including Toter, Wastequip is the waste industry's only ALL-IN-ONE PROVIDER, with 12 brands, approximately 3,400 employees at and 37 facilities. Wastequip is one of the few companies that manufactures a complete line of both steel and plastic waste handling equipment. Armed with deep waste industry experience and dedicated to innovation, our team solves the collection, handling, and transport challenges facing today's operators through its leading-edge product development and personalized service. We're equally proud to be a driving force for enhanced sustainability across the waste industry, consistently striving to improve our own operations while making it easier for our customers to do the right thing.

Toter is the leading supplier of wheeled, rollout carts (16 to 96 gallons) used for curbside automated waste, recycling, organics/yard waste by cities and government entities, as well as private waste haulers. We offer Organics Carts with a higher load rating (6.25 lbs per gallon versus the required ANSI Standard load rating for carts at 3.5 lbs per gallon). And our Bear Tough Carts have a double-walled lid and steel-reinforced rim to withstand repeated clawing and chewing, tested to withstand the wiles and vast strength of bears. We tell the toughest bears to grin and bear it!





In 1994, Toter introduced its patented Advanced Rotational Molding™ process which has revolutionized both the rotational molding and waste industry. With this new state-of-the-art manufacturing process, Toter molds intricate designs heretofore impossible for conventional rotomolders. Toter's "zero stress" molding technology offer important higher strength to weight ratios and durability advantages over "high stress" processes such as injection molding. During our molding

process, molds are filled with a pre-measured amount of plastic micro-pellets, then moved into an oven to melt the plastic material while the machine rotates. This rotation in heat causes the plastic to coat the inside of the mold. This method does not require high-pressure hydraulic equipment to fill the mold, so no stress is introduced during the molding cycle (unlike stress created by injection molding). The mold is transferred to a cooling chamber to cure, where a microprocessor controls the cooling cycle to optimize impact strength and performance of the final product. After slowly cooling with air and water, the cart is removed from the mold to be trimmed, imprinted and assembled. Important products such as kayaks and bridge barriers are rotationally molded because both products must withstand impact, just like carts must bounce back when serviced by an automated arm, and especially in cold temperatures. Extreme environments, such as Anchorage, Chicago, Detroit, Seattle, Pasadena, and numerous other cities have proved that advantage. Many of our customers have tried injection molded carts and switched (or switched back) to our rotationally molded product due to the lowest lifecycle cost of our carts. Our molding process and material create a 15-20+ year cart life expectancy, which in turn allows Toter to back our carts with a 12 year cart body warranty and 10 years on all other components.

A few of our customers with carts over 15-20+ years old include :

- **Macon, GA** - 132K carts over 45 years
- **Washington, DC** - 377K carts over 40 years
- **Visalia, CA** - 105K carts over 35 years
- **Salt Lake City, UT** - 259K carts over 34 years
- **Pasadena, CA** - 86K carts over 33 years
- **Statesville, NC** - 21K carts over 33 years
- **Winston-Salem, NC** - 214K carts over 31 years
- **Tucson, AZ** - 337K carts over 31 years
- **Dayton, OH** - 288K carts over 31 years
- **Austin, TX** - 775K carts over 30 years
- **Pensacola, FL** - 28K carts over 29 years
- **Des Moines, IA** - 189K carts over 29 years
- **Houston, TX** - 464K carts over 24 years
- **San Antonio, TX** - 1 million carts over 18 years
- **Montgomery County, MD** - 59K carts over 18 years
- **Fort Worth, TX** - 82K carts over 18 years
- **Vancouver, BC, Canada** - 232K carts over 17 years
- **Lauderdale County, FL** - 31K carts over 17 years
- **Fort Wayne, IN** - 200K carts over 16 years
- **Greensboro, NC** - 118K carts over 15 years
- **Akron, OH** - 145K carts over 15 years



The list shows just a very few of our thousands of customers. References are available upon request.

TOTER'S COMMITMENT TO THE WASTE INDUSTRY -

Toter supplies private haulers and recyclers with cart fleets for collection services. We work with Recology, Casella, EDCO, Waste Pro, Santek, CR&R and many other hauling/recycling companies varying in size, with resources readily in place for production, assembly, distribution to residents, cart maintenance and retired carts recycling services. We specialize in on-time detailed projects to set out carts to residential and commercial properties to meet municipal collection start/set dates and deadlines.

Toter provides total cart fleet maintenance services, and Toter is currently servicing the City of Fort Worth, TX with a maintenance program for its entire cart fleet. Maintenance service options available include, but are not limited to: repairs, cart washing, swapping one cart size for another, management of cart inventory, and recycling of unusable carts or components, with response time from 2 to 5 business days.



Our roll cart warranty EXCEEDS INDUSTRY WARRANTY TERMS with cart bodies covered by a unique and unprecedented 12 year non-prorated warranty (all other cart components have a 10 year non-prorated warranty). Because we Rotationally Mold our carts rather than injection molding them as others do, we have a proven life expectancy of 15 to 20+ years. This 12 year body warranty avoids the premature replacement of the body, which is the part of the cart the cart lifting device engages. We believe our customers will see a reduction in replacement cost of about \$7 to \$9 per cart over the first 12 years of service. As a result, our roll cart customers obtain a currently unmatched warranty in the roll cart industry!



We continue to be the first and only manufacturer to design roll carts that are truly nestable/stackable when fully assembled and "Ready to Roll". Our customers realize savings in storage/inventory costs and experience savings in reduced number of replacement trips. Unlike injection molded carts that nest no more than 2 carts high because of protruding wheels, Toter carts can be stacked up to 6-8 carts high as they require fewer square feet. Toter carts can be delivered 3x more quickly than other brands by eliminating trips with more carts per load. Cities and haulers save between \$2-3 per cart in fuel, truck usage and labor expenses due to Toter's nestability feature. Injection molders often claim this feature, but offer wheels that pivot/slide, or still need wheels attached.



Toter is the first container manufacturer to have introduced a new color option for the industry – Granite color bodies. This upscale look allows municipalities and haulers to provide a low cost, premium finish to highlight new automated container programs.

Our 48 gallon size is often chosen for garbage, recycling or organics. A 64 gallon cart is 2/3 the volume of a 96 gallon cart, and many small quantity waste generators are stuck with 64 gallon carts that are still too big to meet their needs. The 48 gallon "half cart" matches the lower waste/recycling output of these customers. Lower handles (4.25" to 5" lower

than our 64 gallon cart) makes tilting significantly easier for all users, including small and elderly residents, increasing user safety and reducing requests for exemption from rolling out carts to the curb.

Our roll carts feature a patented “Rugged Rim®” – with an upper rim engineered as a closed tubular design, similar to square steel tubing, for maximum strength during collection. The rim serves as a ledge on which the lid rests to create a tight seal between body and lid, and it strengthens the upper lift point and all sides of the cart body. The lid and rim together create a tight seal to keep odors in, not attracting vermin.



In addition to our proven long service life and very low repair rate, key parts on Toter carts are interchangeable among our various cart sizes: sunburst wheels, stop bars, and lid hardware. This simplifies maintenance and reduces parts inventory/costs. We recognize the City’s commitment to providing carts, parts, and services that will support the best cart for its citizens.

Toter also supplies containers in the Retail Market to Lowes Home Improvement Centers, The Home Depot, True Value, Ace Hardware, Do-It-Best Hardware, Wal-Mart, Amazon, Wayfair, Meijer Stores, and other retailers. Retail customers and individual buyers both find our retail products to out-last and out-task other products offered in stores.

Besides roll carts, Toter has a complete line of 1, 2, 3 and 4 cubic yard plastic front load containers. Each container features: steel rod reinforcement, ribbed bottom wear chimes, double-walled lift pockets, integrated bumpers, and more. These features afford customers with enhanced durability, maximum pocket strength, protection for longer life, and maximum space for custom signage. Our stackable design provides better truckload/shipment and storage efficiency and are even stackable/nestable when the container is fully assembled and ready for use!

Toter manufactures Professional Products – commercial, industrial and specialized superior containers. Product offerings include Two-Wheeled and Caster Carts, Organics, Medical Waste and Secure Document Management Carts with standard single-wall or rotationally molded double-wall lids for sealing off medical waste and organics (wet) materials, and for securing confidential documents. These containers may be towable for additional efficiency and safety in moving waste. Toter offers Atlas commercial-grade, large-capacity, Rugged Rim® cans with a detachable lid and are fitted for dollies to roll and move materials smoothly. Slimline Containers and Litter Containers provide effective, sustainable waste collection for industrial, commercial and institutional inside and outside applications – and are available in a wide range of styles for varied environments. Cube Trucks, Tilt Trucks, and Mobile Trucks are perfect for moving large, heavy materials and waste to its final destination for use or disposal. Many containers in this line are also towable for efficient and safe movement to final disposal areas. You will find these various products in hospitals, colleges/universities, research facilities, manufacturing industries, store environments, offices, public streets, malls, sports arenas, convention centers, gas stations and convenience stores, and practically anywhere you may venture!

Our Professional Products also include a comprehensive collection of commercial/industrial mobile and stationary lift units, to also include truck mounted lifters which are popular among haulers for municipal roll-cart collection. All are designed for safety (meeting all applicable ANSI Standards for safety and dimensions), and the lifters simply make work safer and easier.

In short, our containers and accessories are always extremely flexible and impact-resistant, and easily handle the day-to-day abuse of waste collection. They stand up to just about anything that's tossed in them – or at them!

TOTER'S QUALITY PROCESS –

Toter, LLC is committed to providing containers, products and services that meet or exceed the needs, expectations, and requirements of our customers. This is achieved through teamwork, the commitment by each employee to strive to meet Customer Needs, Business Objectives and the process of continuous improvement.

Below are examples of the Processes that are implemented throughout Toter to build great products.

1. Document & Record Control
2. Quality Control
 - a. Material Inspections
 - b. Internal Product Quality
 - c. Final Inspections
 - d. Manufacturing Control Plans
3. Corrective Action Plans
4. Preventative Action Plans
5. Non-Conforming Product Plan

Toter's Quality Process has made Toter products the premier choices for municipal solid waste and recycling departments and service providers, the American public who buys Toter Carts at Lowes, The Home Depot, Walmart, and many other leading retailers, plus industrial commercial and institutional housekeeping, and maintenance managers.

Toter's subcontractors also adhere to quality and safety processes as required by the local, state/province, and federal (USA/Canada) levels.

CUSTOMER SATISFACTION

Toter prides itself on superior customer service and has significant experience servicing both large and small municipal and privately-owned accounts, multi-location organizations like The Home Depot, Lowes, Walmart, True Value, Ace, Do-It Best, Amazon, Wayfair, Meijer, and other retail entities. Our extensive customer base demands rigorous, just-in-time delivery performance and responsive customer service.

We believe, simply stated, that our commitment to preventing issues is the key to satisfied customers. We want all customers to have a great experience with our products – from their first contact with us all the way through product delivery. As such, we have adopted the following customer service credo:

Commitment -

- ✓ We will treat all customers with respect (regardless of size)
- ✓ We will follow up with you upon receipt of your order to ensure satisfaction
- ✓ We will resolve any issues quickly

Support:

- ✓ We will provide a dedicated Customer Service Satisfaction (CSS) specialist for each participating member
- ✓ We will respond quickly on quotes (same-day response in most cases)
- ✓ We will provide an order confirmation (within 24-48 hours)
- ✓ We will call you with shipping & delivery information and provide early notification should there be any issues with your order

The City will be assigned a dedicated Customer Satisfaction Specialist (CSS). All CSSs are cross trained on this contract and they will be available for back-up and high-volume situations. The CSS team is managed by Toter's Customer Service Supervisor, on-site with CSSs at Toter headquarters and available to help in any situation. CSSs handle customer needs prior to, during, and after orders are placed with our company. Routine services include assisting with customer choices, quoting, entering orders, obtaining customer approvals on custom markings and features, constant order tracking with production and traffic departments, handling intricate detail on large and small orders/projects and situations such as drop shipments and timing of shipments, and problem solving when order issues arise and when technical feedback is obtained.

In the field are Toter's Regional Sales Managers, industry experts ready to assist with municipal contract issues, unique product applications, and all other field service issues. They may also be responsible for reporting contract updates, as well as forecasting large projects, coordinating non-core program items, and general contract facilitation. Toter's Regional Sales Managers are responsible in the field for this contract. Division Sales Directors support this management team, and they back up each other in emergency situations.

Toter's executive level will ensure that long term strategic partner issues such as ongoing cost reductions and new product innovations are pursued aggressively.

TOTER'S COMMITMENT TO SUSTAINABILITY – PROJECT25!

Our first public-facing initiative for its COrporate REsponsibility program (CORE) is known as Project25. This program formalizes Wastequip's commitment to improving the lives of its employees and the communities in which it operates to maintain a healthy company. As part of this program, Toter is committed to reduce the amount of virgin resin used in our roll cart production by 25% since October 2021. Toter can then manufacture Black carts with up to 50% recycled resin (and lesser percentages of inclusion in other colors, like green).



The recycled resin will include post-consumer (PCR) and post-industrial (PIR) recycled materials. **Project25** ensures that we are consciously decreasing the carbon footprint of both our carts and our customers' sustainability in waste collection projects, and this project reduces Toter's carbon footprint by at least 9% per cart. And there is more company advancements toward sustainable responsibility described below.

Toter carts will continue to be "Built for Extremes™" - maintaining Toter's legendary toughness and durability. We have not only reduced inclusion of virgin resin, but we have increased recycled material usages, while maintaining the long lifespan of carts.

CORE – CORPORATE RESPONSIBILITY PROGRAM

We are proud of our progress for People and the Planet and have leveraged third-party resources for an objective life-cycle assessment of our Toter products. At Wastequip (Toter's parent company), we believe that business should be a powerful tool to make the world a better place – and that doing the right thing for our people and our planet is also the right thing for our business. Since Charles Walton founded Wastequip over 30 years ago, our vision has been to be the All-in-One equipment provider for the industry. Today, we estimate that 40 million people in the U.S. interact with our equipment weekly, if not daily. With products so ubiquitous comes a responsibility to our employees, our suppliers, our customers, the communities we serve, and the planet we depend on.

Wastequip's CEO, Marty Bryant, sums up our program: "We believe we can take care of our people, our communities, and our planet, while running a successful business." Our CORE program rests on three pillars – **People, Planet, and Profit**.

People – promote workforce development and diversity, as well as to actively serve the communities where we operate through Wastequip Cares, our volunteerism and charitable giving program. We want to be the best company our communities and suppliers have worked with, and our people have worked for. Our CORE values have provided the foundation upon which to build a thriving sustainability program, to include:

- **We act with safety, honesty and integrity**, which is fundamental.
- **We improve what matters most**, guiding our priorities with data, which keeps us focused on having the biggest impact.
- **We act quickly but thoughtfully**, picking the few, most important goals and making steady progress toward achieving them.
- **We embrace change** with employees and leadership who think differently.
- **We make commitments and keep them**, focusing on doing the work before we talk publicly about our achievements.
- **We serve customers (internal and external) to total satisfaction**, knowing we can help our customers meet their ESG goals and maintain the quality for which they know our products.

We want to be the best company our people have worked for, and our communities have worked with. Diversity of thought enriches our experience as employees and makes us a stronger, better company. The best way we can ensure diversity of thought is to hire people of different backgrounds, keep them safe and happy, and pay and promote them fairly and equally – to create a company that's welcoming to everybody.

Our goal is to be the best job our employees have ever had – for every single employee. We measure this in our biennial employee survey and even base executive bonuses on improving the score. Our Board is 75% diverse by ethnicity and gender. Our CEO staff is 30% diverse by ethnicity and gender. We’ve also diversified at the VP and director levels. We aim to support more women in manufacturing, a typically male-dominated industry. In 2021, we achieved gender pay equity at all levels of the company and continue to keep the data current each year. Creating our Wastequip Women’s Group has been a major step in galvanizing women’s involvement from corporate as well as at our plants. We operate an intern program every summer, drawing students from all over the U.S., who work on real projects to move the company forward and experience all aspects necessary to a manufacturing company – Sales, Sustainability, Finance, Sales, Marketing, and Engineering. To foster this talent further, our Leadership Development Program (LDP) exposes entry-level talent to several aspects of our business via four distinct six-month rotations before placing them in a long-term position. In addition, we have implemented a welder training program that aims to recruit under employed individuals and teach them to weld, which enters them into the skilled labor pool.

Planet. We believe in leaving more than we take from our environment and leaving the planet better than we found it.

While we’ve made strides in previous years – like installing energy-efficient lighting in our facilities, implementing a pallet-recycling program, recycling our own scrap, and reducing our inbound and outbound freight – our CORE program brings a more methodical approach to define meaningful steps and what’s right for our Planet with data. For most of a year, we researched sustainability reporting frameworks and processes to understand how we can make meaningful change. We monitor the Climate Disclosure Project’s (CDP) requirements, Sustainability Accounting Standards Board (SASB), companies setting Science-Based Targets, and the national reporting conversations. We base our Planet data on the Greenhouse Gas (GHG) Protocol Corporate Standard because it is global, quantitatively rigorous, and consistent with how other companies calculate their emissions.

As part of the EPA’s guidelines and GHG Protocol Corporate Standard, we drafted an Inventory Management Plan, which helped us evaluate where our emissions come from and determine how we will manage our data ongoing. Under the GHG protocol, our organizational boundary includes all three of our divisions — Parts & Service, Containers, and Trucks. To begin, we focused on our Trucks and Containers manufacturing, because they are our largest source of emissions.



To achieve Project25, we are incorporating post-consumer (PCR) and post-industrial (PIR) sources of recycled material in our most-popular cart colors, launched the EVR-Green the first-ever 100% recycled cart body, and are manufacturing with a virgin resin that is stronger than its weight. Material traceability enables customers to know the exact amounts of PCR and PIR used in their orders and customers can also see the carbon footprint of their carts with our new calculator at <https://www.toter.com/carbon-emissions-calculator>.

So far, we have tested 50 recipes and 5,000 carts and continue to expand relationships with suppliers and test new recipes.

Profit - maintain the company's financial health, along with its ability to continue to support causes that directly contribute to a stronger future for the waste industry and local communities. We have set out to prove that taking care of our people, communities, and planet makes financial sense.

Starting in 2022, all CapEx requests are now **required to qualitatively assess how the investment affects people, planet, and our CORE goals**. Our CORE Steering Committee defined people and planet considerations by asset category to guide those requesting CapEx investments on the biggest potential from their investment. We plan to include a quantitative component in the future.

To further tie our new product development to our company vision and values, in 2022, we integrated sustainability into our stage gate approval processes. Prior to signing off on design and again at product launch, **our product developers must follow a sustainability matrix**, which guides them through potential impacts related to each phase in a product's lifecycle (materials, production, transportation, use, and end-of-life) and provides an objective score to gauge accountability to our CORE goals.

Customer councils, participation in industry organizations and cross-functional team integration across brands helped us identify product solutions that work across our portfolio while contributing to our sustainability goals and those of our customers.

To align our teams for swift progress, we have included our top 4-5 CORE initiatives, defined by our CORE Steering Committee and approved by the Board, in **our executive bonus compensation since 2021**.

For more information regarding our Sustainability commitment, please review information located at <https://www.wastequip.com/core-corporate-responsibility>.

For more information regarding our company, products and services:

Kellie K. Clark
Sr. Manager, Bids/Contracts
Toter, LLC
841 Meacham Road
Statesville, NC 28677
980-987-7602, Ext. 9584
kclark@toter.com

Toter®

Built for Extremes™

We promise that every cart, every can, and every product that's yet to be designed will be built for extreme toughness, extreme wear, and extreme purpose.

Extreme Toughness

- Advanced Rotational Molding™ and Rugged Rim® for superior strength and durability

Extreme Wear

- Industry-leading 12-year warranty

Extreme Purpose

- Comfortable handle height and smooth-rolling wheels for easy maneuvering – even when completely full



Toter®

Built for Extremes™

How Advanced Rotational Molding Makes Toter Carts Superior

Toter's engineers and designers developed a revolutionary breakthrough in rotational molding known as Advanced Rotational Molding™ to create the World's Toughest Carts™.

The process eliminates built-in stress, weakness, and brittleness associated with injection-molded products. In addition, Toter's use of medium density polyethylene (MDPE) is specifically engineered for toughness and high impact resistance. This results in a stronger cart than injection-molded carts made with high density polyethylene (HDPE), which is rigid, brittle, and offers poor impact resistance.

Advantages of Advanced Rotational Molding:

- Superior toughness and durability
- Single-piece product design – no seams
- Consistent wall thickness
- Stress-free, zero-pressure product
- Unique design and structural capabilities like Rugged Rim®, nestable when fully assembled, and granite finish
- UV stable
- Custom colors
- Corrosion- and chemical-resistant
- Ability to mold in graphics



How Toter Can Save You Money



DAY ONE

When you receive your Toter carts, they are stackable, nestable and ready to roll. Unlike injection molded carts that nest no more than 2 carts high because of protruding wheels, Toter carts can be stacked up to 8 carts high as they require fewer square feet. Toter carts can be delivered 3x more quickly than other brands by eliminating trips with more carts per load.

Cities and haulers save between \$2-3 per cart* in fuel, truck usage and labor expenses due to Toter's nestability feature.



YEARS 0-10

Toter carts are made with Advanced Rotational Molding, which makes them built for toughness and maximum resistance. With 1/3 of the failure rate compared to injection molded carts, Toter carts generate fewer customer complaints, repair calls, and fewer part purchases. Over the first 10 years of ownership, this saving amounts to about \$4 to \$5 per cart, (along with your happier customers)



YEARS 11-12

Only Toter offers a 12-Year body warranty. Designed to keep working after others fail, they are extremely impact resistant. By having full body protection for 2 additional years (as compared to other brands), you can avoid replacement costs during years 11 and 12. Those savings are \$5 to \$7 per body or \$7 to \$9/cart.



YEARS 13-20

While injection carts claim a 10-year service life, Toter has 40 years of experience that says Toter carts consistently last 15 to 20+ years. Imagine avoiding having to buy a replacement fleet of injection carts after year 10. If one half of your Toter carts were to last 15 years and one half were to last 20 years, the Average Savings on Replacement Cart Purchase and Delivery would be \$38/cart.

ADD IT UP

Delivery savings = \$2 to \$3/cart

Cart Maintenance savings = \$4 to \$5/cart

12-Year Body Warranty = \$5 to \$7/body
or \$7 to \$9/cart

Longer Service Life = \$38/cart

Total Savings = \$44 to \$46 per cart!

20 YEARS OF SAVINGS



Toter®

Built for Extremes™



12 YEARS WORRY-FREE

It feels good to own a cart without repair worries. That's why every Toter cart is backed by a 12-year body warranty, the best in the industry – for your peace of mind. There's no other curbside collection cart that's built to last quite like a Toter. Constructed using Toter's Advanced Rotational Molding™ process, Toter carts are designed to keep working long after others fail –more than 2x longer. Toter carts are extremely flexible and impact-resistant, and easily handle the day-to-day abuse of waste collection. To learn how Toter can offer you significant savings, visit TOTER.COM



Toter[®]
Built for Extreme™

REQUEST FOR QUOTES

RFQ No. 106-2026 96-GALLON CART PURCHASE

I. Introduction

The Town of Lake Park is soliciting quotes from qualified vendors for the purchase of **96 Gallon Carts**. Deliver carts to the following location:

Town of Lake Park – Public Works Facility - Storage yard on 12th Street located at the rear of 640 Old Dixie Highway Lake Park, FL 33403

II. Project Specifications

Provide a quote for the following:

Product Description	Option	Quantity
96 Gallon Universal/Nestable Cart	<ul style="list-style-type: none"> • Body Color - Gray • Lid Color - Gray • Wheels - 10in Sunburst • Serial Number Hot • Stamped on Front of Cart Body in White • 2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed • Warranty – 12 Year Cart Body 	200
Body Hot Stamp on Both Sides (Existing) or (New if first time bidding)	White	200

III. Submission Requirements

Quote Package Must Include:

1. Please submit a standard quote or, if fully compliant with Town Ordinance Section 2-249 (a), a Cooperative Purchase Agreement quote.
Sec. 2-249 (a) Cooperative purchases: Purchases utilizing contracts of other Florida entities: Notwithstanding any requirements of this division, the purchase of goods and services under a contract with a Florida municipal governmental agency, political subdivision, or government-related association for the same scope of services may be made providing that the originating entity utilized a competitive process substantially similar to that used by the town.
2. **Detailed cost breakdown**, including:
 - o Itemized pricing
 - o Product descriptions
 - o Shipping and delivery fees
 - o Bill to: 535 Park Avenue, Lake Park, FL 33403
 - o Ship to: 640 Old Dixie Hwy, Lake Park, FL 33403

Submission Methods

In Person or By Mail: Town Clerk's Office 535 Park Avenue Lake Park, FL 33403 Attn: RFQ No.106-2026

Electronically: townclerk@lakeparkflorida.gov Attn: RFQ No. 106-2026

IV. Terms and Conditions

The Town of Lake Park reserves the right to:

- Accept or reject any or all submissions, in whole or in part
- Cancel or modify this RFQ at any time prior to award
- Negotiate pricing or scope with the selected vendor if in the Town's best interest

V. Submission Deadline All responses must be received by:

11:00 A.M. – Tuesday, February 24, 2026

For additional information, contact: **Laura Weidgans, Deputy Town Clerk**

561-881-3311 / townclerk@lakeparkflorida.gov



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10374028

Item 14.

Sell To:

Contact Name	Laura Weidgans	Ship To Name	Town of Lake Park
Bill To Name	Town of Lake Park	Ship To	640 Old Dixie Hwy
Bill To	535 Park Ave		Lake Park, FL 33403
	Lake Park, FL 33403-2603		USA
	USA	Customer Job	PO00308
Email	townclerk@lakeparkflorida.gov	Reference	
Phone	(561) 848-0371	Quick Ship	<input type="checkbox"/>

Quote Information

Salesperson	Ernie Castro	Expiration Date	4/5/2026
Salesperson Email	ecastro@wastequip.com	Quote Number	WQ-10374028
Salesperson Phone	(352) 250-4669		Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart		---Body Color - (125) Gray ---Lid Color - (125) Gray ---Wheels - 10in Sunburst ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	200.00	\$60.30	\$12,060.00
2 Plastics-Op-BHSP-Both	---Body Hot Stamp on Both Sides (Existing)	S5738		200.00	\$0.50	\$100.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$12,160.00
Shipping Terms	FOB Destination	Shipping	\$3,364.77
		Tax	\$0.00
		Grand Total	\$15,524.77

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to



841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10374028

Item 14.

change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.

Special Contract Information Reference Bid/Contract # on PO.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Toter®

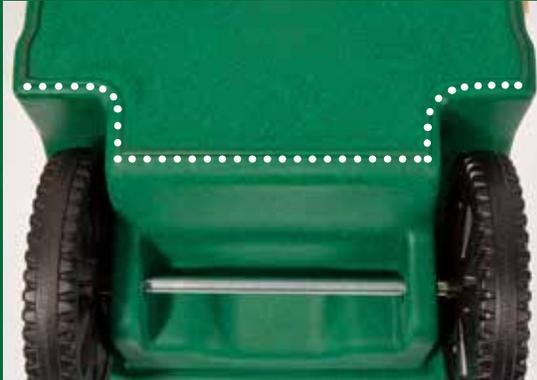
Built for Extremes®

EVRII CARTS



INDUSTRY-LEADING DURABILITY

There's no other curbside collection cart that's built to last quite like a Toter. Constructed using Toter's Advanced Rotational Molding™ process, Toter carts are built to keep working long after others fail - more than 2x longer. They're backed by a 12-year body warranty, the best in the industry. Toter carts are extremely flexible, impact-resistant, and easily handle the day-to-day abuse of curbside waste collection.



Toter carts feature a heavy-duty wear strip to withstand dragging across rough surfaces.



Only Toter carts have a Rugged Rim® to extend the life of the cart.

Think Tough.



Toter's Advanced Rotational Molding™ process creates a stronger can that is built for toughness and maximum impact resistance.

- Stress-free, zero-pressure process, unlike injection molded carts
- Tough and durable
- 12-year body warranty
- Fade-resistant



Toter carts are extremely impact-resistant – they flex, but don't break.



CART FEATURES

Rugged Rim® adds rigidity and reinforced material in critical wear areas, extending the life of the cart.

Ideal handle height and best-in-class ergonomics provide easier maneuverability.



Textured surface resists scuffs and scratches and hides unsightly dirt.

5/8" axle provides over 2,000 lbs. of bending strength. Molded-in axle journal provides 6x more support than drilled holes.

Factory-installed 360° rotating steel stop bar is compatible with semi-automated garbage collection trucks.

Rugged wheels make maneuvering a breeze – even when completely full.

Advanced Rotational Molding™ creates a stronger cart that is built for toughness and maximum resistance.



- Unique industry-leading aerodynamic design prevents cart from falling down when lid is flipped back
- Toter carts meet ANSI standard Z245.30 for safety and Z245.60 for lifter compatibility
- Multi-lingual user safety instructions molded on top and underside of lid
- Bottom wear strip provides added abrasion protection

OPTIONS

- One-color hot stamps and raised imprint on lid
- Large, four-color in-mold label on lid
- Cart identification barcode
- UHF RFID tag mounted inside handle
- Large area on the side for custom graphics including one-color hot stamps, raised imprints or four-color in-mold labels



96-gallon EVRII Universal / Nestable

Part Number:
79296
Size (l x w x h)
35-1/2" X 29-3/4" X 43-1/2"
Load Rating
335 lbs/151.9 kg
Wheel Diameter
10"



35-gallon EVRII Universal

Part Number:
79235
Size (l x w x h)
23-3/4" X 19-3/4" X 38-1/4"
Load Rating
122 lbs/55 kg
Wheel Diameter
10"



64-gallon EVRII Universal / Nestable

Part Number:
79264
Size (l x w x h)
31-1/2" x 24-1/4" x 41-3/4"
Load Rating
224 lbs/101.6 kg
Wheel Diameter
10"



32-gallon EVRII Universal / Nestable

Part Number:
79232
Size (l x w x h)
24" x 19-3/4" x 37-1/2"
Load Rating
112 lbs/50.8 kg
Wheel Diameter
8"



48-gallon EVRII Universal / Nestable

Part Number:
79248
Size (l x w x h)
28-3/4" x 23-1/2" x 37-1/2"
Load Rating
168 lbs/76.3 kg
Wheel Diameter
10"



21 & 24-gallon EVRII Universal**

Part Number:
79221 & 79224*
Size (l x w x h)
23-1/2" X 19-3/4" X 34-1/2"
Load Rating
21 gal- 73.5 lbs/33.4 kg
24 gal- 84.0 lbs/38.1 kg
Wheel Diameter
10"



16-gallon EVRII Universal / Nestable**

Part Number:
79216
Size (l x w x h)
24" x 19-3/4" x 37.25"
Load Rating
56 lbs / 25 kg
Wheel Diameter
10"

* Does not nest when fully assembled.

** Does not nest when fully assembled, and is below Type B saddle height, which requires the collector to lift the cart approx. 3 inches for semi-automated lifters.

ORGANICS CARTS

Toter two-wheel carts and caster carts are specifically designed to withstand heavy, wet organic waste. These heavy-duty, commercial-grade carts feature impressive load ratings up to 300 lbs. (load ratings vary by cart size). Toter organics carts are leak-resistant with a fully enclosed stop bar journal under normal usage.

Available in 21-, 32-, 48-gallon sizes



EXCEEDS ANSI STANDARD
Independently tested to withstand 6-1/4 lbs per gallon.

Part	Size	Dimensions (L x W x H)	Wheel Size	Load Rating
79321	21-gallon	23-1/2" x 19-3/4" x 34-1/2"	10"	131 lbs / 59 kg
79332	32-gallon	24" x 19-3/4" x 37-1/2"	8"	200 lbs / 91 kg
79348	48-gallon	28-3/4" x 23-1/2" x 37-1/2"	10"	300 lbs / 136 kg

OPTIONAL FEATURES:
Lids to keep critters out with a locking gravity latch that opens automatically when cart is picked up by the waste collector

AVAILABLE COLORS

Toter carts are available in a variety of colors and textures. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping cans looking new for years.



Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.

*Available at an additional charge

UNIVERSAL WASTE INDUSTRY COMPATIBILITY

Toter's EVRII Series carts are built with a universal design – they're compatible with ANSI compliant fully-automated truck arms and semi-automated lifters.



Toter carts are compatible with both fully automated arms (left) and semi-automated lifters (right).



STACKABLE, NESTABLE, AND READY TO-ROLL

Toter's EVRII Series carts are stackable and nestable – even when fully assembled. When shipped fully assembled, they're ready-to-roll, and can be delivered more quickly, more efficiently, and with fewer trips. Toter carts can also be shipped assembled with everything except wheels, significantly reducing labor and delivery expenses. Toter also offers optional on-route assembly and delivery service.

Advanced Rotational Molding™ Process

How is a tough-as-nails Toter® cart manufactured? It begins with our patented Advanced Rotational Molding™ process. Molds are filled with a pre-measured amount of plastic micro-pellets, and then moved into an oven where a microprocessor controls the temperature, blower velocity, bi-axial rotation and molding cycle.

The oven melts the plastic material while the machine rotates, allowing the plastic to coat the inside of the mold. This method of heating and molding requires no high-pressure hydraulic equipment to fill the mold, so no stress is introduced during the molding cycle. This is not the case, by the way, with injection-molded products.

The mold is then transferred to the cooling chamber for curing. The cooling cycle is controlled to optimize the final product's impact strength and performance. After the molds have been slowly cooled with air and water and the cart has cured to achieve its maximum impact strength and physical properties, the cart is removed from the mold to be trimmed, imprinted and assembled.

Benefits and Advantages of Our Process

Advanced Rotational Molding™ eliminates the built-in stress, weakness and brittleness associated with injection-molded products. In addition, Toter uses linear medium-density polyethylene (MDPE) that is specifically engineered for toughness and high-impact resistance. In contrast, injection-molded carts are made with high-density polyethylene (HDPE), which is rigid and brittle and offers poor impact resistance.

- Superior toughness and durability
- Single-piece product design
- Stress-free, zero-pressure product
- Ultraviolet (UV) stable
- Custom colors
- Corrosion and chemical resistance
- Unique design and structural capabilities such as rugged rim, sealed stop bar journals and granite finish



MORE PRODUCTS AVAILABLE AT TOTER.COM





Toter EVR II Universal/Nestable 96-Gallon Cart Specifications

Toter's EVR Product line was introduced in April 1994. The "World's Toughest Cart™" is Toter's patented EVR I and II carts. Toter carts offer the unique flexibility to upgrade from semi-automated, to fully automated, to patented volume-based and weight-based collection. No other cart line allows the ability to change and adapt its carts to changing collection needs while minimizing cart replacement investments.

Toter's Advanced Rotationally Molded Carts, regardless of model/size, are virtually maintenance-free carts with a 15-20+ years life expectancy. Unprecedented in quality, superior in manufacturing, and unsurpassed in performance/durability and low life cycle costs, they are truly "The World's Toughest Carts."

Toter's Advanced Rotationally Molding Process combined with medium density polyethylene, 10" diameter wheels, and cart dimensions – produce sustainable carts that are durable, stable in winds, and easily maneuvered. Kayaks and bridge barriers are just two of various products rotationally molded, a testimony to the abuse that rotationally molded products can withstand. Our carts bounce back in automated collection, and when crushed, return to their normal shape. Toter carts meet or exceed all of the most current ANSI Z245.30-2008 and ANSI Z245.60-2008 Standards including the maximum allowable load rating of 3.5 pounds per gallon.



It is important to note that it is not necessary to alter or modify the Advanced Rotational Molding process nor materials when producing carts for extremely cold or extremely hot climates. Again, our process and superior materials together produce a cart that is resilient and best in a combination of extreme temperatures (-40°C to 120°C), especially in cold climates, even with rigorous treatment in automated collection systems. This is a fact of polymer science, not sales literature. Toter carts are the "Best Value" to City residents.



Cart body is rotationally molded, first quality LMDPE as produced by a primary manufacturer. Cart lid is molded with equivalent polyethylene materials (HDPE). Toter plastic containers may be manufactured using rotational grade post-consumer resin (PCR), and postindustrial (PIR) sources of recycled materials. Any levels of recycled resin used by Toter depend upon the color of cart (darker colors show fewer impurities and can accept higher recycled content). And, foremost, any recycled material of any classification must meet Toter's high quality standards and be available at the time of production. Please refer to Toter's Container Colors and Options for Use of Recycled Resin Sheet for recycled resin percentages of cart colors offered.

LID TO BOTTOM

Cart lids are attached with two molded polyethylene snap-on hinges permanently secured with rustproof steel Torx fasteners (interchangeable fasteners among cart sizes). The lid rotates 270° without interference, fits tightly onto the body's rim to not attract animals, insects, and to retain odors, and is domed to facilitate run-off of water.

Toter®

Toter's patented Rugged Rim® provides extra rigidity to body walls and tight lid fit. Consisting of a closed tubular design, similar to square steel tubing, for maximum strength during collection, the rim creates a ledge on which the lid rests to create a tight seal between body and lid. The cart bottom features wear strips for maximum abrasion protection against dragging on sidewalks, gravel and pavement.



CART HANDLE

Handles of Toter carts are integrally molded onto the cart body, allowing safe movement even in the absence of the lid. All Toter carts have 1" diameter hand hold areas equally spaced for positive and balanced control while pushing and pulling the fully loaded container, and to accommodate large hands that might be heavily gloved in cold weather.

UPPER AND LOWER LIFT POINTS

Toter carts are ANSI compatible Type "G" Grabber Lifters (fully automated arms). The combination of our maximum surface contact with the automated arm gripping surface and our textured, non-slip exterior finish prevents slippage of Toter Carts in fully automated collection. The integrally molded upper pick-up point, or "saddle" and the lower lift bar meet ANSI compatibility standards for Type "B" Lifters (semi-automated lifter/dumper units). The lower lift/stop bar on EVR II carts is designed without rivets that can be damaged by lifters, and the bar is manufactured of exceptionally strong steel. This lower bar rotates 360 degrees to be "self-aligning" when the lifter's lock hook extends to catch the bar.

AXLE

The standard axle in U.S. carts has been 5/8" diameter solid steel for over 30 years. The axle slides through two molded plastic journals in the cart bottom. No bolts or rivets are used for axle mounting. The ultimate yield strength of a Toter 5/8" axle is 2,000+ pounds.

STANDARD WHEELS WITH PALNUTS

Wheels are 10" x 1.75" (nominal), blow molded wheels with knobby treads, high density polyethylene, on injection molded hubs. Minimum RMA load rating of 200 pounds per wheel. Wheels are retained with galvanized steel drive on pal nuts. The wheels have been thoroughly tested to exceed all ANSI safety standards and are rated at 200 pounds per wheel for 10" wheels, and meet the ANSI test, Appendix F, "Force to Tilt." This test measures "the force needed to tip a standard loaded cart from the vertical position to the balance point." Carts that are more difficult to tip create more complaints to municipalities, a greater risk of injury to users, and more requests for exemption from rolling out the cart to the curb.

CART COLORS

Toter offers ultraviolet non-fading cart colors. We can customize our carts to manufacture receptacle lids and/or bodies using the following standard colors Green (#940), Blue (705), Brown (270), Gray (125) or Black (200). Special Granite colors for body (solid standard color lid) are also available for an additional charge – Sandstone (#249), Brownstone (#279), Graystone (#129), Dark Gray Granite (#149), Bluestone (#709), Navy Granite (#769), Greenstone (#968), Toter Green Granite (#929) and Blackstone (#209).

LOW PROFILE DESIGN

Toter's EVR II Universal/Nestable and EVR II Universal Carts feature a "low profile" shape, designed that way in response to our listening to customer needs. The lower profile does create a larger footprint for greater stability on

Toter®

slopes, easier to tilt and roll for the end user, and stability in winds. Carts that are more difficult to tip create resident complaints, a greater risk of injury to users, and more requests for exemption from rolling out the cart.

NESTABILITY

Nestable design allows FULLY ASSEMBLED carts to be stacked one inside another for storage and delivery efficiency and cost savings.

DIMENSIONS

Model: 79296

Length: 35.50"

Width: 29.75" – Fits through gates and doors

Height: 43.50"

CAPACITY

Volume is 96.36 US Gallons, body of containers only.

FINISHED WEIGHT (INCLUDES ALL CART PARTS)

Fully Assembled – 34.40 pounds.

LOAD RATING

Conforms with ANSI Standard Z245.30, which limits maximum load rating to 3.5 pounds per gallon. Load Ratings 335 lbs.

GRAPHICS CAPABILITIES

Hot stamping is the industry standard and long-term proven method of permanently customizing roll-out carts. Hot stamps are still visible on Toter Carts that have been in service 30 or more years. Our carts are manufactured with a custom sequential serial number that is hot stamped in white 1 ½ "high on the front body for tracking of carts. We have also included an example of an IML (in mold label) that provides information to residents about your municipality's implemented program.

CITY LOGO HOT STAMP



IN MOLD LABEL



SERIAL NUMBER HOT STAMP





STEVE L. KNIGHT, PE
1507 MT. VERNON AVE
STATESVILLE, NC 28677
PHONE (704) 878-2996
FAX (704) 878-8887

June 6, 2008

Ms. Kellie Clarke
Toter, Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Ms. Clarke:

At your request, I reviewed the ANSI Z245.30 Standard for Equipment Technology and Operations for Equipment Technology and Recyclable Materials – Waste Containers – Safety Requirements revised in 2008. The previous version was issued in 1999. The purpose of the review was to determine what differences, if any, exists between the two versions. The review was limited to the sections concerning two-wheeled carts and their testing, Section 7.2.4 and the accompanying Appendixes.

The only differences found were in the way the different measuring units were presented. The 1999 version placed the metric units of measure first followed by the customary units in parenthesis. The 2008 version switched these numbers so that the metric units are last and in parenthesis.

Since there is no real change in the standard, all Toter carts tested to the previous 1999 ANSI version still conform to the new ANSI 2008 Standard Cart tests.

Thank you for allowing me to be of service to you. If I may be of further assistance, please let me know.

Sincerely,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART BODY
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix A

RESULTS: Passed

COMMENTS

The volume contained in the body is 96.36 gallons.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF SLOPE STABILITY TEST

TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296

TEST METHOD

ANSI Standard Z245.30-1999 Appendix B

Test Loading: i) Empty cart, and ii) Filled cart with 335 lbs.

RESULTS: Passed

COMMENTS

The cart remained stable in all four directions.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 29, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF DURABILITY DURING PULLING

TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296

TEST METHOD

ANSI Standard Z245.30-1999 Appendix C

Test Loading: i) Empty cart, and ii) Filled cart with 335 lbs.

RESULTS: Passed

COMMENTS

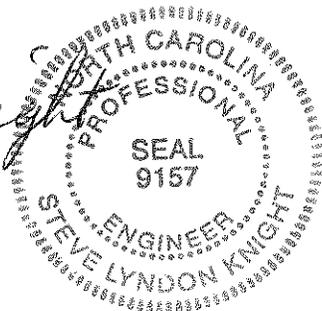
The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 13, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 335 lbs.

RESULTS: Passed (semi-automated dumping)

COMMENTS

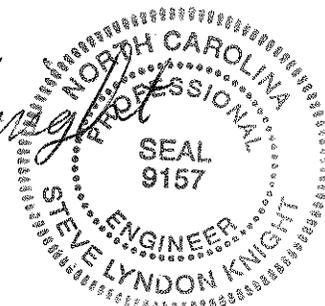
A Toter Trimlift II cart dumper was used to dump the cart with a load of 335 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from August 26 - 28, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 335 lbs.

RESULTS: Passed (automated dumping)

COMMENTS

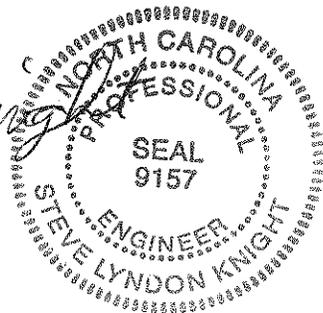
An automated cart dumper was used to dump the cart with a load of 335 pounds. The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from August 26 - 28, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

**CERTIFICATION OF CENTER-OF-BALANCE POSITION
TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix E

Test Loading: Filled cart with 335 lbs.

RESULTS: Passed

COMMENTS

The average height of the handle was 33 1/8" above the ground at its center of balance position.

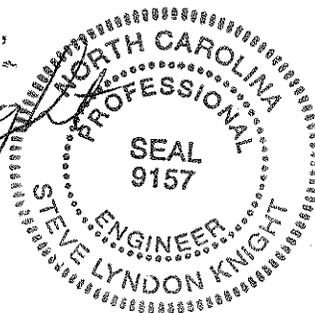
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF FORCE TO TIP TEST

TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296

TEST METHOD

ANSI Standard Z245.30-1999 Appendix F

Test Loading: Filled cart with 335 lbs.

RESULTS: Passed

COMMENTS

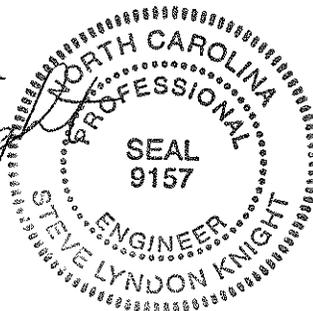
The cart was tipped toward the point of balance with an average force of 67.6 pounds.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LID TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix G

RESULTS: Passed

COMMENTS

The cart lid (part number 96796) remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

CERTIFICATION

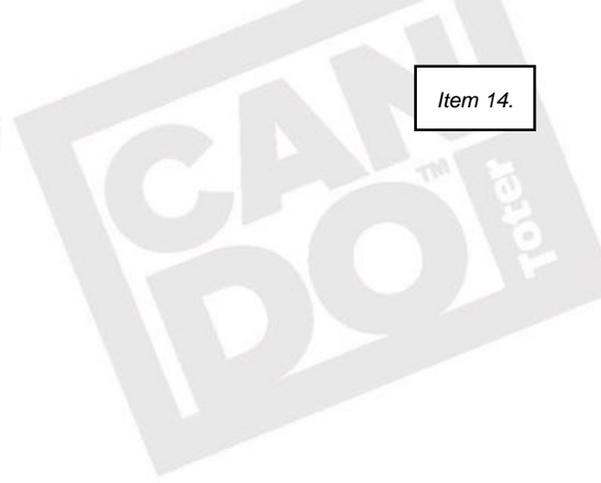
I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

A handwritten signature in cursive script that reads "Steve L. Knight".

Steve L. Knight, PE





TOTER COLOR CHIPS –

Toter has available color chips to show the options for colors for the containers bid herein. Due to variations in color representation with electronic devices, any color choices should be made with actual color chips.

We are happy to provide color chips for color decisions. If there is a need for them, please contact:

Contact Information:

Kellie Clark
Sr. Manager, Bids/Contracts
Toter, LLC
980-987-7602, Ext. 9584
Email: kclark@toter.com

Container Colors and Options for Use of Recycled Resin

Cart body is rotationally molded, first quality LMDPE as produced by a primary manufacturer. Cart lid is molded with equivalent polyethylene materials (HDPE). Toter plastic containers may be manufactured using rotational grade post consumer resin (PCR), and post industrial (PIR) sources of recycled materials. Any levels of recycled resin used by Toter depend upon the color of cart (darker colors show fewer impurities and can accept higher recycled content). And, foremost, any recycled material of any classification must:

- (1) meet Toter's high quality standards and
- (2) be available at the time of production.

***Colors that may be manufactured using
up to 50% recycled resin include:***

Black #200
Blackstone Granite #209
Green #940
Forest Green #960

***Colors that may be manufactured using
up to 40% recycled resin include:***

Dark Gray Granite #149
Greenstone Granite #968
Navy Granite #769
Midnight Gray #145

***Colors that may be manufactured using
up to 30% recycled resin include:***

Brownstone Granite #279
Toter Green Granite #929
Waste Green #925
Blue #705
Bright Lime Green #780

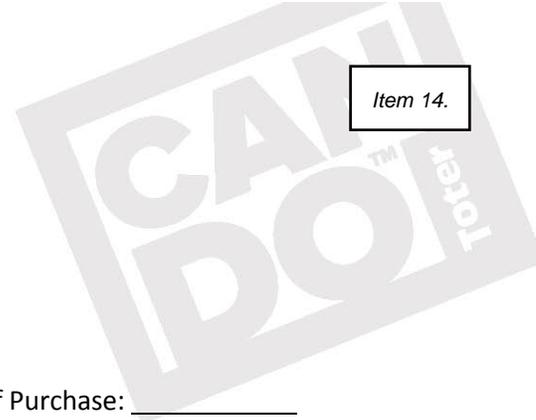
***Colors that may be manufactured using
up to 15% recycled resin include:***

Graystone Granite #129
Bluestone Granite #709
Sandstone Granite #249

***Colors that may be manufactured using
up to 10% recycled resin include:***

Brown #270
Dark Cool Gray #125/#140

Due to variations in color representation with electronic devices, any color choices should be made with actual color chips. If there is a need for color chips, please contact Kellie Clark, Sr. Manager, Bids/Contracts, Toter, LLC, 980-987-7602, Ext. 9584.



Original Purchaser: _____

Date of Purchase: _____

**MANUFACTURER'S DIRECT TWELVE/TEN YEAR WARRANTY
RESIDENTIAL WHOLESALE/MUNICIPAL**

The following is a summary of Toter, LLC's updated limited warranty of its Two-Wheel Cart/Container– Residential Wholesale/Municipal. The complete limited warranty can be found in the Wastequip Terms and Conditions of Sale at: www.toter.com, the terms of which are incorporated herein, a hardcopy of which is available upon request. If this summary and the complete limited warranty documents conflict, the terms of this summary, where more narrowly defined, will control.

Toter® Two-Wheel Cart/Container

TOTER, LLC (Toter) warrants its wheeled Container, manufactured and sold by Toter, or by a Toter authorized distributor, to the original purchaser listed above for normal and intended use and service against operational failure caused by proven defective material or workmanship as follows: Rotomolded Container Body only – 12 Years from the date of original purchase; all other standard components - 10 Years from the date of original purchase. This warranty equally covers Toter containers molded of either virgin resin or recycled content plastic materials.

This warranty is expressly limited to any product parts which are proven to Toter's satisfaction to be defective in material or workmanship under this warranty. Parts determined to be defective by Toter shall be repaired or replaced at Toter's option. Repaired or replaced parts are warranted for the balance of the original warranty period of the original part. Repair or replacement is the sole remedy available under this warranty and does not extend the warranty beyond the original warranties set forth herein. This warranty is non-transferable and does not include freight.

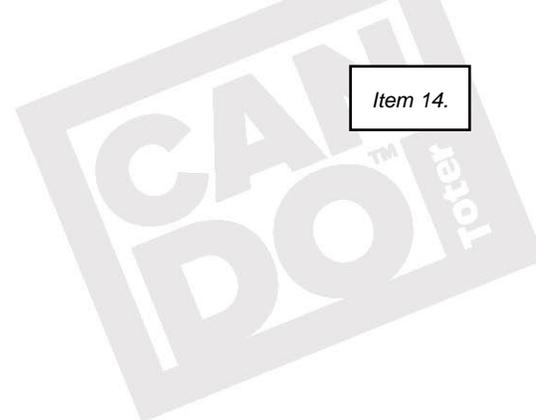
Specifically excluded from this warranty are labor and installation, alterations, damage due to negligent or abusive use, or normal wear and tear, including, but not limited to, those items listed on Schedule A (attached). Alterations, negligent, abusive, or specifically excluded use of container voids this warranty thereafter. In no event shall Toter be liable for incidental, special, punitive, liquidated, or consequential damages, for loss of product or time, for any delay in performance under this warranty or for claims of customers of purchaser.

TOTER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these warranties thereto (Buyers may also have other specific rights which vary from state to state).

TOTER, LLC
Effective for qualified purchases on or after January 25, 2016

(Rev. 05/2016)



SCHEDULE A

Toter Containers are designed for storage, transport, and dumping of normal household residential solid wastes, recyclables, excluding circumstances in which the load rating would be exceeded. Following are descriptions of several situations where the warranty does not apply. Exclusion is not limited to these situations.

EXAMPLES OF NORMAL WEAR AND TEAR:

- * Scratches - normal use may cause scratches.
- * Dirt, including accumulation of dirt or any other substance.
- * Normal deterioration during service.
- * Normal discoloration due to atmospheric exposure.

EXAMPLES OF ALTERATIONS, NEGLIGENT OR ABUSIVE USE:

- * Alteration of the original design, functionality or integrity of the Container
- * Cuts or scores from any source.
- * Extraordinary impacts such as being hit by a vehicle.
- * Burns, scorches, melting, or any damage from excessive heat.
- * Improper handling, including dropping stacks off delivery trucks, improper stacking, improper /excessive storage, forcing cart through narrow openings, allowing packer mechanism to hit cart or lid during dumping cycle, abrasion from excessive dragging, or cracks caused by improper handling or dumping.
- * Damage from automated grasper or semi-automated lifter, including any scratches, creases, cracks or breaks from a maladjusted, incorrectly operated, or improper automated grasper or semi-automated lifter. Includes any semi-automated lift speed faster than ANSI specifications for either the lift cycle or the down cycle.
- * Chemicals - being exposed to solvents, petrochemicals, paints, acids, or other chemical substance which damages plastic or metal parts.
- * Failure to follow instructions imprinted on cart parts (i.e., exceeding stated maximum load rating.)

(Rev. 05/2016)



WARRANTY CLAIMS PROCEDURE

Recognized throughout the industry as The World's Toughest Carts™, Toter carts are produced using a patented, stress-free molding technology known as Advanced Rotational Molding™. This manufacturing process results in tougher, more durable residential carts, backed by Toter with a 12 (twelve) year cart body warranty 10 (ten) years of coverage on all other cart components. This warranty is like no other manufacturer's warranty, industry-wide. Easy to use, and reliable, the warranty demonstrates how we confidently back our carts.

Toter carts have the lowest industry failure rate and the lowest Total Cost of Ownership, with higher strength to weight ratio. As such, Toter is proud to offer customers our "hassle free" warranty claim process that will ensure an easy, equitable, and timely resolution to all warranty issues that arise. Because of the extremely low failure rate of Toter carts, you will find warranty issues to be minimal and easily resolved.

The Warranty document is included in our submission information, along with a sample online claim form/instructions below. Warranty claim resolution and subsequent warranty replacement containers or components shipments are usually transacted within 60 days.

To file a warranty claim directly with Toter, a link to an online Warranty Claim Form is provided: <http://www.toter.com/municipalities/residential-warranty-form>. This form should be completed entirely. In addition to completing this simple form, Toter requires photos of issues to be uploaded:

Must include pictures that represent 10% of the parts claimed for warranty. Pictures must be of defective or damaged area on cart or lid. For body damage please take at least one picture of the serial number and one of the defect.

The claim will be processed upon customer submission of the website claim form (see attached printout of the online form).

Toter may, at its discretion, send a Toter Regional Manager or other personnel to review the damaged containers. Toter will notify you of its findings in writing via email, and if damage is not due to defective components, Toter may make recommendations to possibly prevent future damage to containers. However, in the event that mutual agreement cannot be reached, the matter will be referred to binding arbitration.



WARRANTY FLOW & PROCESS TIMELINE

1. Submit Claim through normal process

- Use link: <https://www.toter.com/municipalities/residential-warranty-form>
- Warranty claim serial numbers and pictures requirement

**Serial Numbers with accompanying pictures are required to process claim. If not included, claim will be stalled until further required information is supplied*



2. Initial receipt review of claim & confirmation of complete submittal by Warranty Department

- Incomplete or needing more information → Warranty will return information request to customer
- Complete → process reaches next step (amount approved & amount denied & reasons)



3. Internal review by warranty division

- Review of pictures and serial numbers by Toter's warranty division to determine validity of warranty coverage



4. Communication to customer by Customer Service/Warranty/RSM

- Explanation of acceptance/denial of claim & reasons
- Option for part/body replacement or credit to account confirmed with customer



5. Warranty Claim Process Complete

- Part/body replacement → standard order process commences (artwork, O.C.'s, production scheduling/ship date OR
- Credit → applied to customer account via Finance
- Toter will review this information and assist in expediting decision as follows: Regional Sales Manager is your point of contact.

Please review the example of a Toter Residential Warranty Form on the following page.

Toter®

BUILT FOR EXTREMES™

Toter Residential Warranty Form

Fields noted with * are required.

Company Name *	Customer Number
<input type="text"/>	<input type="text"/>
First Name *	Last Name *
<input type="text"/>	<input type="text"/>
Phone Number *	Email *
<input type="text" value="###-###-####"/>	<input type="text"/>

Issue Description *

Product Details

Please enter claim details for your products below. *Images of damaged products are required for claim processing.*

You may add more than one product type by clicking on 'Add another product'.

If you would like to upload multiple products in a single file, please download the template at the bottom of this form and attach the completed file when submitting a claim.

Download Bulk Upload Template

Item Type *	Resolution Requested *	
<input type="text" value="Please select..."/>	<input type="text" value="Please select..."/>	
Order/Invoice Number	Serial Number(s)	Quantity *
<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Purchase *	Date Out of Service *	Cart Style *
<input type="text"/>	<input type="text"/>	<input type="text" value="Please select..."/>
Body Color *	Lid Color *	Description of Damage *
<input type="text" value="Please select..."/>	<input type="text" value="Please select..."/>	<input type="text"/>

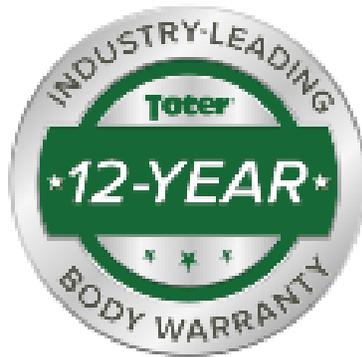
[Add another product](#)

Attach Files *

 No file chosen

[Add another image](#)

Toter[®]
BUILT FOR EXTREMES[™]



Kellie K. Clark
Sr. Manager, Bids/Contracts
Phone – 980-987-7602, Ext 9584
Email – kclark@toter.com



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Public Works

Agenda Title: Resolution 24-03-2026 – Agreement (Piggyback) - Stormwater Infrastructure Maintenance and Repair Services - Hinterland Group, LLC

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

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

Account Number: _____ **Finance Signature:** Barbara A. Gould

Advertised: _____

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

Attachments: Resolution No. 24-03-2026

Town of Lake Park Piggyback Agreement, Hinterland Group, LLC

Contract Agreement between the City of Palm Beach Gardens and Hinterland Group, LLC, for Stormwater Infrastructure Maintenance and Repair Services.

Please initial one:

_____ Yes, I have notified everyone.

_____ Not applicable in this case.

SUMMARY EXPLANATION/BACKGROUND:

The Public Works Department has identified a need to select a contractor to provide on-call, ready-to-deploy support for stormwater infrastructure maintenance and repair services, including stormwater pipe and infrastructure video inspection and repair services within the Town to ensure operational efficiency and provide cost-effective repair and maintenance solutions.

To ensure that lowest possible price, staff is recommending that the Town piggyback off the current City of Palm Beach Gardens competitively awarded contract, that was awarded to Hinterland Group, LLC, through a competitive selection process (ITB2025-177PW – February 6, 2026) for the provision of Stormwater Infrastructure Maintenance and Repair Services.

Note: Various documents related to this competitive selection process are either attached and/or available for review by contacting the Town Clerk’s Office, including Palm Beach Gardens ITB2025-177PW and published addendums, as required.

If approved, the Town Commission would accept the Hinterland Group's pricing by piggybacking the Palm Beach Gardens Contract, including all terms, conditions and pricing therein. The proposed term of the Agreement with the Town of Lake Park, if approved, would be five (5) years effective from April 1, 2026 through March 31, 2031. The Town will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

As provided within the Town's Purchasing Code, Sec. 2-249. Alternative Source Selection - 1. Cooperative purchases: Purchases utilizing contracts of other Florida entities:

Notwithstanding any requirements of this division, the purchase of goods and services under a contract with a Florida municipal governmental agency, political subdivision, or government-related association for the same scope of services may be made providing that the originating entity utilized a competitive process substantially similar to that used by the Town.

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

Funding to support this Agreement is available within the current FY 2026 Budget – Stormwater Fund.

The proposed Agreement was prepared by the Operations Manager and the Public Works Director, and reviewed by the proposed contractor, Hinterland Group, LLC, the Finance Director and the Town Attorney.

The Town has previously worked with the contractor; and staff has confirmed that they provide quality product and good customer service.

RECOMMENDED MOTION:

I move to approve Resolution 24-03-2026 and authorize a piggyback Agreement with Hinterland Group, LLC for the provision of Stormwater Infrastructure Maintenance and Repair Services; and authorize the Mayor to execute the Agreement.

RESOLUTION NO. 24-03-26**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH HINTERLAND GROUP, LLC, FOR THE PROVISION OF STORMWATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the Town is empowered to enter into contracts with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town is responsible for the repair and maintenance of its stormwater infrastructure system and requires a contractor to provide stormwater infrastructure maintenance and repair services; and

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

WHEREAS, the Contractor is providing these services to the City of Palm Beach Gardens per contract number ITB2025-177PW, effective from April 1, 2026 through March 31, 2031; and

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

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

WHEREAS, as permitted by the Town’s Procurement Policies, the Town would like to “piggy back” the contract that was awarded to the Contractor by the

City of Palm Beach Gardens and contract with the Contractor for the same services; and

WHEREAS, the Contractor has agreed to provide the necessary services and resources to the Town using the same pricing, terms and conditions as set forth in the contract it entered into with the City of Palm Beach Gardens, contract number ITB2025-177PW; and

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

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute a contract with the Contractor for stormwater infrastructure maintenance and repair services of the Town's Stormwater system. 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.

P:\DOCS\26508\00001\DOC\23U0428.DOC

AGREEMENT FOR STORMWATER INFRASTRUCTURE
MAINTENANCE AND REPAIR SERVICES

THIS AGREEMENT FOR STORMWATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES (the Agreement) is made and entered into this **4 day of March, 2026**, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 (“Town”) and **Hinterland Group, LLC**, 2051 West Blue Heron Boulevard, Riviera Beach, FL 33404 (“Contractor”) (collectively referred to as the parties).

WITNESSETH THAT

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

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

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

WHEREAS, on February 5, 2026, the Contractor entered into that certain Agreement Number ITB2025-177PW, effective from April 1, 2026 through March 31, 2031, to provide stormwater infrastructure maintenance and repair services (the Palm Beach Gardens Agreement, a copy of which is attached hereto as Exhibit ‘A’ and incorporated herein by reference only; and

WHEREAS, the Town desires to “piggyback” onto the Palm Beach Gardens Agreement for the same or similar services and pricing for stormwater infrastructure maintenance and repair services, and

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

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

1. The above stated recitals are true and correct.
2. The Contractor shall comply with Florida’s Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records required by the Town to perform the services which are the subject of this Agreement.

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

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

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

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Rodger Michaud, 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 _____ 2026 by Rodger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

WITNESSES:

Hinterland Group, LLC:

By: _____

By: _____

Printed Name

Its: _____

Printed Name

Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2026 by _____, as _____ of _____, and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida



**City of Palm Beach Gardens
Office of the City Clerk
10500 North Military Trail
Palm Beach Gardens, FL 33410
(561) 799-4122 psnider@pbgfl.gov**

Letter of Transmittal

DATE: February 6, 2026

TO: Hinterland Group, LLC,
2051 W Blue Heron Boulevard
Riviera Beach, Florida 33404
Attn: Daniel Duke III

Delivered via FedEx Tracking No. 8179 4113 6624

Re: Purchase Award – ITB2025-177PW, Stormwater Infrastructure Maintenance and Repair Services.

- For Your Records
- For Recording
- As Requested
- Returned for Corrections
- For Review and Signature
- Other: _____

Signed 
Patricia Snider, CMC, City Clerk



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

**AGREEMENT
FOR
STORMWATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES**

AGREEMENT NO. ITB2025-177PW

THIS AGREEMENT (the "Agreement") is made and entered into this 5TH day of FEBRUARY, 2026 (the "effective date"), by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (the "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **Hinterland Group, LLC**, a Florida corporation (the "Contractor"), located at 2051 West Blue Heron Boulevard, Riviera Beach, Florida 33404.

WHEREAS, the City desires to retain the Contractor to provide certain stormwater support services in accordance with the City's Invitation to Bid ITB2025-177PW, Stormwater Infrastructure Maintenance and Repair Services, and the Contractor's response thereto, attached hereto and incorporated herein as Exhibit "A."

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

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid ITB2025-177PW, Stormwater Infrastructure Maintenance and Repair Services, and the Contractor's response to the Invitation to Bid, including all addenda, final replies, and documentation required thereunder.

ARTICLE 2. STATEMENT OF WORK

Based on the scope of services and tasks set forth in the Invitation to Bid, the Contractor shall provide all supervision, labor, materials, supplies, and equipment necessary to perform the maintenance and repair of the City's stormwater infrastructure and related systems.

City of Palm Beach Gardens
Agreement No. ITB2025-177PW
Stormwater Infrastructure Maintenance and Repair Services

All work shall be performed on an as-needed basis and as directed by the City, and may be modified at the City’s discretion. The services are intended to support uninterrupted stormwater operations, ensure compliance with applicable environmental regulations, mitigate flooding risks, and maintain system resilience in response to increasingly frequent severe weather events.

ARTICLE 3. PAYMENTS AND AGREEMENT VALUE

The City shall pay the Contractor for services that have been completed according to the terms and conditions of the Invitation to Bid and the Contractor’s offered pricing and rates, as incorporated in Exhibit “A.”

The City shall pay the Contractor after work has been completed and the City has inspected and accepted the services.

The estimated value of these services during the initial five- (5) year term of this Agreement shall be Four Million Six Hundred Sixty-Seven Thousand Three Hundred Seventy-Five Dollars (\$4,667,375).

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

ARTICLE 4. MISCELLANEOUS PROVISIONS

- a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand-delivered, provided via email, or sent by overnight delivery service to the following addresses:

As to the City: **City of Palm Beach Gardens**
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Manager
Email: rferris@pbgfl.gov

With a copy to: **City of Palm Beach Gardens**
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Email: mlohman@pbgfl.gov

City of Palm Beach Gardens
Agreement No. ITB2025-177PW
Stormwater Infrastructure Maintenance and Repair Services

As to the Contractor: **Hinterland Group, LLC**
2051 West Blue Heron Boulevard
Riviera Beach, Florida 33404
Attn: Daniel Duke, III
Email: info@hinterlandgroup.com

- b. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.
- c. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
- d. Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.
- e. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- f. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflict of laws principle. The venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
- g. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- h. Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.

City of Palm Beach Gardens
Agreement No. ITB2025-177PW
Stormwater Infrastructure Maintenance and Repair Services

- i. Attorney's Fees and Costs. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party to this Agreement shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.
- j. Equal Opportunity. The City and the Contractor agree that no person shall be discriminated against in the performance of this Agreement on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age.

ARTICLE 5. TERM

The term of this Agreement shall be from April 1, 2026, through March 31, 2031, or until any work in progress has been completed by the Contractor and accepted by the City, whichever is later, unless terminated beforehand as provided for in Article 6. No less than thirty (30) days prior to the expiration of this Agreement, the City, at its sole discretion, shall have the option to renew the Agreement for an additional five (5) years by providing written notice of same to the Contractor.

ARTICLE 6. TERMINATION

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

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

ARTICLE 7. SUPERIORITY OF OTHER FORMS OR DOCUMENTS

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

ARTICLE 8. FORCE MAJEURE

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

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

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

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

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

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

ARTICLE 9. INDEMNIFICATION

The Contractor recognizes that it is an independent contractor and not an agent or servant of the City. The Contractor shall indemnify, defend, and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liabilities, losses, or damages, including attorney's fees and cost of defense that the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the negligent acts, omissions, or willful misconduct by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, and hold harmless the City or its officers, employees, agents, and instrumentalities as herein provided. This Article shall survive the term of this Agreement.

City of Palm Beach Gardens
Agreement No. ITB2025-177PW
Stormwater Infrastructure Maintenance and Repair Services

ARTICLE 10. OFFICE OF THE INSPECTOR GENERAL

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

(The remainder of this page intentionally left blank.)

City of Palm Beach Gardens
Agreement No. ITB2025-177PW
Stormwater Infrastructure Maintenance and Repair Services

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

CITY OF PALM BEACH GARDENS, FLORIDA

By: 
Marcie Tinsley, Mayor



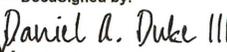
ATTEST:

By: 
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
R. Max Lohman, City Attorney

HINTERLAND GROUP, LLC

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

City of Palm Beach Gardens
Agreement No. ITB2025-177PW
Stormwater Infrastructure Maintenance and Repair Services

EXHIBIT "A"

Omitted due to size. On file in the City Clerk's office.



Certificate Of Completion

Envelope Id: CF59E379-A604-423A-B6C5-BB356159BC76	Status: Completed
Subject: Complete with DocuSign: Stormwater Infrastructure Maintenance and Repair Purchase Award.pdf	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Carly Lapidus
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	10500 N Military Trail
	Purchasing Department
	Palm Beach Gardens, FL 33410
	clapidus@pbgfl.com
	IP Address: 151.132.106.163

Record Tracking

Status: Original	Holder: Carly Lapidus	Location: DocuSign
1/15/2026 2:37:46 PM	clapidus@pbgfl.com	

Signer Events

Daniel A. Duke III
dduke1@hinterlandgroup.com
President
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

A7F03E8F4EB4476...
Signature Adoption: Pre-selected Style
Using IP Address: 50.185.213.5
Signed using mobile

Timestamp

Sent: 1/15/2026 2:38:35 PM
Viewed: 1/15/2026 9:38:46 PM
Signed: 1/15/2026 9:39:27 PM

Electronic Record and Signature Disclosure:

Accepted: 1/15/2026 9:38:46 PM
ID: d92c6e26-7e68-406b-857d-9409d65253ca
Company Name: City of Palm Beach Gardens, FL

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/15/2026 2:38:35 PM
Certified Delivered	Security Checked	1/15/2026 9:38:46 PM
Signing Complete	Security Checked	1/15/2026 9:39:27 PM
Completed	Security Checked	1/15/2026 9:39:27 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Town Manager & Community Development

Resolution 25-03-26 - Interlocal Agreement (1st Amendment) -
Collection of Transportation Capacity Impact Fees - Palm Beach County

Agenda Title: (Additional 12 Months)

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

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

Cost of Item: None **Funding Source:** None

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

Advertised:

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

Attachments: Resolution with Exhibit "A" (Interlocal Agreement); Original ILA

Please initial one:

_____ Yes I have notified everyone

RR/ND Not applicable in this case

Summary Explanation/Background:

The Town’s Community Development Department has identified a need to request a 12-month extension to the current Interlocal Agreement (ILA) with Palm Beach County to ensure compliance with Florida State Statute § 163.3180, which provides that if a county and municipality charge a developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

As a result, the Town and the County have agreed to proceed with the extension, which will also provide additional time for the Town to continue working to solicit competitive bids to select a consultant to study and advise on the creation of new Town-wide impact fees (including the identification of transportation projects as part of the update to the Town’s mobility plan and fee schedule).

Note: The Town previously adopted Town-wide mobility fees pursuant to Section 163.3180, Florida Statutes, and the Board of County Commissioners previously adopted countywide impact fees pursuant to Section 1.3 of the Palm Beach County Charter.

The current ILA has enabled the collection and distribution of all County impact fees within the Town's jurisdiction and will also provide for the proportionate mitigation of new development or redevelopment impact on the County's transportation facilities capacity and the distribution of revenue to address transportation capacity impacts based on the Parties' respective transportation fees.

Currently, the Town's Mobility Fees do not account for the impacts new development or redevelopment will have on County transportation facilities, and only 10% is factored into the Town's current mobility fee schedule to account for multimodal improvements on County roads that County transportation capacity impact fees don't cover. Similarly, the County's Road Impact Fees do not account for the impact new development or redevelopment will have on Town transportation facilities.

The Interlocal agreement is intended to provide the necessary time to work on clarifying these independent and distinct collections so as to ensure there isn't any duplicate collection as well as to afford the Town time to update our mobility plan and consider additional town-wide impact fee. Further, this will provide the opportunity for both entities to agree on a longer-term Agreement and ensure the continued collection of all mobility/impact fees by both the Town and the County.

The longer term Agreement, if entered into, is expected to provide either of the following:

1. The County will include proposed County roadway/transportation projects that would directly benefit the Lake Park Community within the Agreement. These projects would be fully funded by the County and would enable the County to continue collecting their impact fee to support these projects

and/or

2. Enable the Town to include County roadway projects that are needed within the Town of Lake Park and identify funding within the upcoming revision to the Town's Mobility Fee Study. This would enable the Town to begin collecting all funding for these County projects, including their required mobility upgrades, and the County would not be eligible to continue collecting their impact fee on projects within the Town (this may also require ongoing maintenance agreements and/or possibly a right-of-way ownership transfer, along with replating).

The proposed 1st Amendment to the ILA was prepared by Palm Beach County and reviewed by Community Development Director. It keeps all the same terms of the original Agreement, with the exception of extending the date of the agreement to April 1, 2027.

If approved, the proposed 1st Amendment to the ILA will be forwarded to Palm Beach County to be considered by the Board of County Commissioners (which may be after the termination date included within the current ILA however, the proposed Resolution includes an effective date of April 2, 2026).

Recommended Motion:

I move to approve Resolution 25-03-26 to authorize the 1st Amendment to the Interlocal Agreement with Palm Beach County for the Collection of Transportation Capacity Impact Fees (Additional 12 Months); and authorize the Mayor to execute the proposed First 1st Amendment to the Agreement.

RESOLUTION NO. 25-03-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE COLLECTION OF TRANSPORTATION CAPACITY IMPACT FEES WITH PALM BEACH COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS this First Amendment to the Interlocal Agreement (the “Agreement”) is being made between **Palm Beach County, Florida**, a political subdivision of the State of Florida (hereinafter the "County") and **Town of LAKE PARK**, a municipality created pursuant to Laws of Florida, (hereinafter the "Town"), (collectively the “Parties”); and

WHEREAS, the Board of County Commissioners adopted countywide impact fees pursuant to Section 1.3 of the Palm Beach County Charter; and

WHEREAS, the Town has adopted Town-wide mobility fees pursuant to Section 163.3180, Florida Statutes; and

WHEREAS, § 163.3180, Florida Statutes provides that if a county and municipality charge a developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, this Agreement is intended to account for the collection and distribution of all County impact fees within the Town’s jurisdiction; and

WHEREAS, the Parties agree that this Agreement provides for the proportionate mitigation of new development or redevelopment impact on the County’s transportation facilities capacity and the distribution of revenue to address transportation capacity impacts based on the Parties’ respective transportation fees; and

WHEREAS, the Parties agree that the Town’s Mobility Fees do not account for the impact new development or redevelopment will have on County transportation facilities within its jurisdiction; and

WHEREAS, the Parties agree that the County’s Road Impact Fees do not account for the impact new development or redevelopment will have on Town transportation facilities; and

WHEREAS, therefore the Parties agree that requiring the Town’s building permit applicant’s to pay County Road Impact Fees will not result in applicant’s paying twice for

1

the same transportation capacity impacts; and

WHEREAS, the Parties agree that the collection and distribution of the Town's Mobility Fees shall be the sole responsibility of the Town; and

WHEREAS, Section 13.A.7.A.2 of the Palm Beach County Unified Land Development Code (ULDC) provides that the Town may require direct payment of impact fees to the County pursuant to this Agreement; and

WHEREAS, pursuant § 163.3180, Florida Statutes, Parties to agree that County is authorized to collect its road impact fees directly from Town building permit applicants; and

WHEREAS, the Parties agree to use the method of collection provided in 13.A.7.A.2 of the ULDC to authorize the Town to require that all building permit applicants make direct payment of all County impact fees directly to the County for collection; and

WHEREAS, this first amendment to the interlocal agreement is adopted pursuant to Section 13.A.7A.2 of the ULDC and § 163.3180, Fl. Stat. and shall be valid through April 1, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida

Section 1: The whereas clauses are incorporated herein.

Section 2: The Mayor is hereby authorized and directed to execute a First Amendment to the Interlocal Agreement enabling a 12-month extension through April 1, 2027 for the collection of transportation capacity impact fees with Palm Beach County, a copy of which is incorporated herein and attached hereto as Exhibit "A".

Section 3: This Resolution shall take effect April 2, 2026.

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
COLLECTION OF TRANSPORTATION CAPACITY IMPACT FEES**

This Addendum No. 1 (the Addendum) is made and entered into as of _____ (Date), by and between Palm Beach County, Florida, a political subdivision of the State of Florida (County), and the Town of Lake Park, Florida, a Florida municipality (Town, and together with the County, the Parties).

RECITALS

A. The Parties entered into that certain Interlocal Agreement for Collection of Transportation Capacity Impact Fees (the Agreement). The Agreement states it shall become effective October 1, 2025 until April 1, 2026, for a term of six (6) months, and provides that upon written notice no less than 30 days prior to the expiration date, the parties may agree in writing to extend the term of Agreement.

B. The Parties desire to extend the term of the Agreement through April 1, 2027, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions; References. 1.1 Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. 1.2 All references to “this Agreement” shall be deemed to refer to the Agreement as amended by this Addendum.
2. Extension of Term. 2.1 The Agreement’s Section 21 (Effective Date Expiration, Term) is hereby amended solely to extend the expiration date. Accordingly, the Agreement is extended and shall remain in full force and effect through and including April 1, 2027. 2.2 For the avoidance of doubt, this Addendum effects only a time extension of the Agreement’s term, and does not alter any other provision of the Agreement except as expressly set forth herein.
3. No Other Amendments; Ratification. 3.1 Except as expressly modified by this Addendum, the Agreement remains unmodified and in full force and effect and is hereby ratified and confirmed in all respects. The Agreement constitutes the entire agreement between the Parties and may be amended by the mutual agreement of the Parties executed with the same formality as the Agreement . 3.2 Nothing in this Addendum is intended to, nor shall it, modify the Parties’ rights and obligations under Sections 1 through 20 and 22 of the Agreement, which remain unchanged and in effect during the extended term. Section 21 of the Agreement addresses the Agreement’s effective date, expiration, and term .

EXHIBIT "A"

- 4. Counterparts; Effective Date. 4.1 This Addendum may be executed in two or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. The Agreement permits execution in counterparts . 4.2 This Addendum shall be effective on the Addendum Effective Date upon execution by both Parties with the same formality as the Agreement. Following execution by both Parties, the County shall file the Agreement with the Clerk of the Circuit Court of Palm Beach County, Florida . [Filing of this Addendum shall be undertaken in the same manner.]
- 5. Notices. 5.1 Notices under the Agreement during the extended term shall continue to be delivered to the notice addresses set forth in Section 12 of the Agreement, unless and until updated by either Party in accordance with the Agreement. Section 12 of the Agreement sets forth the Parties’ notice addresses and requires written notice .
- 6. Miscellaneous. 6.1 Governing Law; Venue. This Addendum shall be governed by and construed in accordance with the laws of the State of Florida, and venue shall lie in Palm Beach County, Florida, consistent with the Agreement. Section 11 of the Agreement provides that Florida law governs and venue is in Palm Beach County . 6.2 Inspector General; Public Records; Severability; Assignment; Third-Party Beneficiaries. The provisions of Sections 16, 17, 18, 19, and 20 of the Agreement apply to this Addendum during the extended term. Sections 16 through 20 of the Agreement address, respectively, the Office of the Inspector General, public records, severability, third-party beneficiaries, and assignment.

IN WITNESS WHEREOF, the Parties have executed this Addendum to the Agreement as of the Addendum Effective Date.

TOWN OF LAKE PARK, FLORIDA

ATTEST:

Town Clerk

Approved as to form and legal sufficiency:

Town Attorney

PALM BEACH COUNTY, FLORIDA

Joseph Abruzo, County Administrator

ATTEST:

Michael Caruso, Clerk and Comptroller

Approved as to form and legal sufficiency:

Assistant County Attorney

Approved as to terms and conditions:

Impact Fee Manager

RESOLUTION NO. 84-10-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A 6-MONTH INTERLOCAL AGREEMENT FOR THE COLLECTION OF TRANSPORTATION CAPACITY IMPACT FEES WITH PALM BEACH COUNTY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS this Interlocal Agreement (the “Agreement”) is being made between **Palm Beach County, Florida**, a political subdivision of the State of Florida (hereinafter the "County") and **Town of LAKE PARK**, a municipality created pursuant to Laws of Florida, (hereinafter the "Town"), (collectively the “Parties”); and

WHEREAS, the Board of County Commissioners adopted countywide impact fees pursuant to Section 1.3 of the Palm Beach County Charter; and

WHEREAS, the Town has adopted Town-wide mobility fees pursuant to Section 163.3180, Florida Statutes; and

WHEREAS, § 163.3180, Florida Statutes provides that if a county and municipality charge a developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, this Agreement is intended to account for the collection and distribution of all County impact fees within the Town’s jurisdiction; and

WHEREAS, the Parties agree that this Agreement provides for the proportionate mitigation of new development or redevelopment impact on the County’s transportation facilities capacity and the distribution of revenue to address transportation capacity impacts based on the Parties’ respective transportation fees; and

WHEREAS, the Parties agree that the Town’s Mobility Fees do not account for the impact new development or redevelopment will have on County transportation facilities within its jurisdiction; and

WHEREAS, the Parties agree that the County’s Road Impact Fees do not account for the impact new development or redevelopment will have on Town transportation facilities; and

WHEREAS, therefore the Parties agree that requiring the Town’s building permit applicant’s to pay County Road Impact Fees will not result in applicant’s paying twice for

the same transportation capacity impacts; and

WHEREAS, the Parties agree that the collection and distribution of the Town’s Mobility Fees shall be the sole responsibility of the Town; and

WHEREAS, Section 13.A.7.A.2 of the Palm Beach County Unified Land Development Code (ULDC) provides that the Town may require direct payment of impact fees to the County pursuant to this Agreement; and

WHEREAS, pursuant § 163.3180, Florida Statutes, Parties to agree that County is authorized to collect its road impact fees directly from Town building permit applicants; and

WHEREAS, the Parties agree to use the method of collection provided in 13.A.7.A.2 of the ULDC to authorize the Town to require that all building permit applicants make direct payment of all County impact fees directly to the County for collection; and

WHEREAS, this interlocal agreement is adopted pursuant to Section 13.A.7A.2 of the ULDC and § 163.3180, Fl. Stat. and shall be valid through April 1, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida

Section 1: The whereas clauses are incorporated herein.

Section 2: The Mayor is hereby authorized and directed to execute a 6-month Interlocal Agreement for the collection of transportation capacity impact fees with Palm Beach County, a copy of which is incorporated herein and attached hereto as Exhibit “A”.

Section 3: This Resolution shall take effect retroactively on October 1, 2025.

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

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

The Town Commission thereupon declared the foregoing Resolution 84-10-25 duly passed and adopted this 22 day of October, 2025.

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]
ROGER D. MICHAUD
MAYOR

ATTEST:

[Signature]
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: [Signature]
THOMAS J. BAIRD
TOWN ATTORNEY

**INTERLOCAL AGREEMENT FOR COLLECTION OF TRANSPORTATION
CAPACITY IMPACT FEES**

THIS INTERLOCAL AGREEMENT (the "Agreement") made this ___ day of 20__ and between **Palm Beach County, Florida**, a political subdivision of the State of Florida (hereinafter "County") and **Town of LAKE PARK**, a municipality created pursuant to Laws of Florida, (hereinafter "Town") (collectively the "Parties").

WHEREAS, the Board of County Commissioners adopted countywide impact fees pursuant to Section 1.3 of the Palm Beach County Charter; and

WHEREAS, the Town has adopted Town-wide mobility fees pursuant to Section 163.3180, Florida Statutes; and

WHEREAS, § 163.3180, Florida Statutes provides that if a county and municipality charge a developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, this Agreement is intended to account for the collection and distribution of all County impact fees within the Town's jurisdiction; and

WHEREAS, the Parties agree that this Agreement provides for the proportionate mitigation of new development or redevelopment impact on the County's transportation facilities capacity and the distribution of revenue to address transportation capacity impacts based on the Parties' respective transportation fees; and

WHEREAS, the Parties agree that the Town's Mobility Fees do not account for the impact new development or redevelopment will have on County transportation facilities within its jurisdiction; and

WHEREAS, the Parties agree that the County's Road Impact Fees do not account for the impact new development or redevelopment will have on Town transportation facilities; and

WHEREAS, therefore the Parties agree that requiring the Town's building permit applicant's to pay County Road Impact Fees will not result in applicant's paying twice for the same transportation capacity impacts; and

WHEREAS, the Parties agree that the collection and distribution of the Town's Mobility Fees shall be the sole responsibility of the Town; and

WHEREAS, Section 13.A.7.A.2 of the Palm Beach County Unified Land Development Code (ULDC) provides that the Town may require direct payment of impact fees to the County pursuant to this Agreement; and

WHEREAS, pursuant § 163.3180, Florida Statutes, Parties to agree that County is authorized to collect its road impact fees directly from Town building permit applicants; and

WHEREAS, the Parties agree to use the method of collection provided in 13.A.7.A.2 of the ULDC to authorize the Town to require that all building permit applicants make direct payment of all County impact fees directly to the County for collection; and

WHEREAS, this interlocal agreement is adopted pursuant to Section 13.A.7.A.2 of the ULDC and § 163.3180, Fl. Stat.

WITNESSETH

For and in consideration of the mutual terms and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **Direct payment.** The County and the Town agree that the Town shall require the payment of impact fees directly to the County by the feepayer. Where County Impact Fees are required to-

be paid, the Town shall not issue any building permit or development order until such time as such fees are paid to the County by the feepayer.

2. Administration.

(a) The Town shall direct all persons required to pay County Impact Fees to the Palm Beach County Building Division (hereinafter "Building Division") to provide the Building Division with all of or a portion of the plans and specifications with square footage and land use information for review by the Building Division. The Building Division shall review the plans and specifications for purposes of calculating the impact fees required under the ULDC, Article 13. The Town after consultation with the Impact Fee Coordinator, if necessary, shall provide the location and a description of the land use which will be built or, if not restricted to only that use, the permitted land use(s) having the greatest impact on capital facilities. The Town shall designate a contact person for purposes of describing the land use and answering impact fee related questions, such as the proper category of a proposed use for assessing impact fees. The County shall assign an Impact Fee Plan Review (hereinafter "IFPR") number, which shall be the means of tracking the review and approval. The County shall complete its calculation of the impact fees within six (6) business days of its receipt of the portion of the plans and specifications and information as to the land use description and categorization provided by the Town; provided, however, if the feepayer seeks a credit, independent fee calculation, appeals the assessment, or a covenant is necessary, this six (6) day period shall not apply.

(b) The County shall stamp the plans and specifications with a standard-form stamp and shall set forth therein the amount of impact fees paid, the IFPR number, the impact fee zones, and the particular land use involved. On a separate form as established by the Impact Fee Coordinator, the County shall detail the information upon which the fee amount is based. This stamp and form shall constitute official notice that the Impact Fees have been paid. This form shall be provided to the feepayer and Town. The Town shall incorporate into the review plans and specifications the sheet setting forth the square footage and land use with the impact fee stamp of the County, or if the entire set of plans are submitted to the County and the impact fees are calculated and sent to the Town prior to the Town's review of the plans, the Town shall use the stamped plans as its review and approved plans.

(c) The Town may require County-determination of impact fees prior to its acceptance of an application for a building permit or development order, or prior to Municipal review of such application. These plans shall remain on file with the Town. The Town shall not allow any revision to the plans or specifications or any change in land use as submitted to the County pursuant to this paragraph 2 (a) and (b) except those which have been approved by the Building Division and for which impact fees have been paid. Amendments shall be approved with the same formality as the original land use and plans using the stamp and form. This stamp shall constitute official notice that the Impact Fees have been paid.

(d) The County shall designate a contact person or persons for any inquiries that the Town may have relative to impact fees.

(e) The Town shall provide the County with a copy of the primary Building Permit.

3. Refunds. Any refunds requested shall be processed through the County Impact Fee Coordinator. In the event a refund is applied for, the Town shall confirm that the building permit or development order for the development upon which the impact fees were paid is of no further force and effect. The Town shall not thereafter allow any renewal or extension of the building permit or development order until such time as the impact fees have been paid.

4. Failure of Funds Clearing. The County shall notify the Town and feepayer if the funds for impact fees do not clear. The Town shall not perform any further inspections if the building permit is of no further force and effect pursuant to Section 13.A.14.A of the ULDC.

5. Covenant. If a covenant is necessary as determined by the Impact Fee Coordinator, the Town shall not issue the building permit or development order until the Impact Fee Coordinator notifies the Town that the Covenant is executed by the property owner and other necessary persons in recordable form.

6. **Administrative Fee.** The administrative fee set forth in Section 13.A.7, 8 shall accrue to the County and not to the Town. The County shall not charge the Town for any services associated with the collection of impact fees, as set forth in this interlocal agreement or Article 13 of the ULDC.

7. **Credits, Independent Fee Calculations.** Where a feepayer has made a request to the Impact Fee Coordinator for credits, an independent fee calculation, or for any other reason, the Town shall cooperate with the County and feepayer by providing to the County and feepayer information and documents in the Town's control.

8. **Code.** The County shall provide the Town with a copy of Article 13 of the ULDC so that the Town may ascertain what development orders and building permits must be referred to the County for calculation and payment of impact fees.

9. **Prohibition.** The Town shall not collect any impact fees assessed pursuant to Article 13 of the ULDC.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. It may be amended from time to time by the mutual agreement of the parties executed with the same formality as this agreement. Either party may cancel this Agreement with thirty (30) days advance written notification to the other party.

11. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party to enforce this Agreement, each party shall be responsible for its own attorneys' fees and costs. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of this Agreement.

12. **Notice.** All notices required or allowed under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

All notice to the Town shall be sent to:
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

All notice to the County shall be sent to:

Palm Beach County
Impact Fee Office
2300 N. Jog Road
West Palm Beach, FL 33411-2741
Attn: Attn: Derrek Moore, Impact Fee Manager

13. **Joint Effort.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one party than the other.

14. **Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Legal Compliance.** The County and the Town shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement.

16. **Office of the Inspector General.** The County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the parties, their officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

17. **Public Records.** Each party shall be responsible for its own public records related to this Agreement, pursuant to Chapter 119, F.S.

18. **Severability.** If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

19. **Third Party Beneficiaries.** No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the County and/or the Town.

20. **Assignment.** Neither the County nor the Town shall assign, sublet, convey or transfer its interest in this Agreement, in whole or in part, at any time.

21. **Effective Date Expiration, Term.** This Agreement shall become effective October 1, 2025 until April 1, 2026, for a term of six (6) months. Upon written notice no less than 30 days prior to the expiration date, the parties may agree in writing to extend the term of Agreement.

22. **Filing.** The County shall, upon the execution by both parties, immediately file this Agreement with the Clerk of the Circuit Court of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and sealed this ___ day of _____, 202__.

R2025 1321 SEP 30 2025

TOWN OF LAKE PARK

BOARD OF COUNTY COMMISSIONERS
Palm Beach County, Florida

By: *Roger Michaud*
Roger Michaud, Mayor

By: *Maria Marino*
Maria Marino, Mayor

ATTEST:

ATTEST:

Vivian Mendez
TOWN CLERK

Michael Caruso,
Clerk of the Circuit Court and Comptroller

By: *Vivian Mendez*
(DATE)

By: *Michael Caruso*
(Deputy Clerk)
(DATE)



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Town Attorney
Brett Lusley

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Impact Fee Manger



Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Finance & Public Works

Agenda Title: Resolution 26-03-26 – Lease-Purchase Finance Agreement - 2026 Mack TE64R Sanitation Truck with Heil Front End Loader - TD Bank - \$376,065

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

Cost of Item: \$376,065 **Funding Source:** NA

Account Number: NA **Finance Signature:** Barbara A. Gould

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

Attachments: “Attachment A” Amended Resolution
“Attachment B” Commission Minutes February 4, 2026 Approved February 18, 2026; “Attachment C” Original Signed Resolution; “Attachment D” Approved & Signed Financing Proposal from TD Bank; “Attachment E” Invoice & Closing Documents

Please initial one:
 X Yes I have notified everyone
_____ Not applicable in this case

Summary Explanation/Background:

The Public Works Department requests the Town Commission’s approval of a Government Obligation Contract with TB Bank to lease-purchase the acquisition of a 2026 Mack TE64R sanitation truck equipped with a 2025 Heil front-end loader body. This vehicle is a critical fleet replacement necessary to ensure the continued, reliable collection of residential solid waste services throughout the Town of Lake Park.

The purchase of this sanitation vehicle was previously authorized by the Town Commission on October 18, 2023 (Resolution No. 79-01-23) as part of the Town’s capital planning and fleet replacement strategy. However, following Commission approval and as a result of the COVID-19 Pandemic, the truck manufacturing industry experienced world-wide supply chain disruptions that resulted in manufacturing constraints and extended production timelines. These conditions created a significant backlog of specialized heavy-duty sanitation equipment nationwide and delayed the Town’s ability to obtain delivery

of the approved unit within the initially anticipated timeframe.

Additionally, this purchase financing was brought to the Town Commission on February 4, 2026 for consideration (Resolution 12-02-26) and approved with TD Bank. However, the enclosed Resolution included the previously considered financial institution, KS StateBank, as this was staff's original recommendation. TD Bank's financing rate information only became available just prior to Commission Meeting and, thus, staff's recommendation during the February 4, 2026 meeting was changed to approve purchase financing from TD Bank due to the Town being eligible to receive a lower financing rate over the request term. The Commission unanimously supported moving away from financing with KS StateBank and proceeding with TD Bank. As a result, the Town is now required to bring a new Resolution authorizing the purchase financing with TD Bank (as opposed to KS Bank) and rescind the previously approved Resolution (#12-02-26).

To ensure transparency and consistency, the remainder of this Agenda Item will be almost identical to the Item that was presented to the Commission on February 4, 2026, with the major change of recommending TD Bank for this vehicle purchase rather than KS StateBank.

During the Fiscal Year 2025–2026 Budget process, the Town Commission adopted a Capital Improvement Plan (CIP) identifying the need for continued investment in essential Public Works vehicles and equipment, including the sanitation fleet replacement program, which supports the Town's operational reliability, service delivery standards, and long-term fiscal planning objectives.

As part of implementing the approved CIP and Budget, staff evaluated the various financing options to purchase this essential piece of equipment and it was determined that a municipal lease-purchase structure offered the most fiscally responsible approach.

The various financing options include:

1. Municipal Four (4) Year Lease-Purchase Option (Currently Recommended by Public Works)
2. Short-Term Bank Loan and/or Financing Option (Currently under review)
3. Purchase Utilizing Sanitation Fund Reserve Funding (Currently under review)

Note: In advance of consideration of the four (4) year lease-purchase option to ensure that this is the best option, staff is continuing to evaluate all financing options and costs available to the Town [purchase financing was provided by two (2) local financial institutions - Flagler Credit Union and TD Bank]. TD Bank provided a better financing option and was presented for consideration to the Town Commission to ensure the best financing is utilized to purchase this critical truck to ensure the highest levels of sanitation collection services within the Town. The Town Commission unanimously voted to proceed with the financing provided by TD Bank and later confirmed this decision during their March 4, 2026 Meeting when unanimous direction was provided to staff to proceed with the financing in advance of approval of a new Resolution 26-03-26 scheduled for March 25, 2026).

At this time, the Public Works Department is proposing that the Town Commission consider the current proposed four (4) year lease-purchase option that will require four semi-annual payments of \$50,806.93, with the 1st payment beginning on September 26, 2026 and the eighth and final payment due on March 26, 2030.

If approved, the total amount financed with TD Bank would be \$376,065 (Total Truck Purchase Price plus interest and all financing fees) and would be financed with a rate of 3.52%.

Note: The agreement is structured as a tax-exempt governmental obligation subject to annual appropriation. It does not constitute a general obligation debt of the Town, nor does it pledge ad valorem tax revenues. Payments are intended to be supported by the Sanitation Non-Ad Valorem Assessment, with the General Fund identified as a backup funding source, consistent with Florida municipal finance practices.

The agreement includes standard provisions commonly utilized by Florida municipalities, including a non-appropriation clause, insurance and risk management requirements, maintenance and operational responsibilities, and bank-qualified certification under federal tax law.

Funding to support this proposed four (4) year lease-purchase is available within the Sanitation Fund's adopted Budget and is expected to be included for consideration within future Budget requests.

Note: The Town's Purchasing Code – Section 2-244. Exemptions states:

This division shall not apply to:

- 1. The procurement of dues and memberships in trade or professional organizations; registration fees for trade and career fairs, subscriptions for periodicals and newspapers; advertisements; insurance brokerage; postage; legal and mediation services; professional medical services; services associated with the purchase or sale of real property; abstracts of title for real property; title searches and certificates; title insurance for real property; real estate appraisal services; water, sewer, telecommunications and electric utility services; copyrighted materials or patented materials including, but not limited to, technical pamphlets, published books, maps, testing or instructional materials; fees and costs of job-related seminars and training; admission fees for parks and entertainment activities included in Town recreational programs;

Additionally, the procurement requirements of the Code do not apply to services that are exempt under Section 287.05, Florida Statutes, including financial and banking services. A lease-purchase or Government Obligation Contract is legally characterized as a financial instrument and financing mechanism, not as the procurement of goods. Competitive procurement requirements apply to the acquisition of the vehicle itself, not to the financing method used to fund the purchase.

The proposed four (4) year lease-purchase option financing was prepared by the proposed financing bank, TD Bank, and reviewed by the Public Works Director, the Finance Director and the Town Attorney.

RECOMMENDATION:

I move to adopt Resolution 26-03-26 to approve a Lease-Purchase Finance Agreement with TD Bank to purchase a 2026 Mack TE64R Sanitation Truck with Heil Front End Loader, in the amount of \$376,065 (3.52% interest rate); and authorize the Mayor to execute the proposed Four (4) Year Lease-Purchase Agreement.

RESOLUTION NO. ____ _ 2026

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING AND SUPERSCEDING RESOLUTION NO. 12-02-2026 PERTAINING TO A GOVERNMENT OBLIGATION CONTRACT WITH TD BANK FOR THE FINANCING OF ONE (1) 2026 MACK TE64R SANITATION TRUCK WITH A 2025 HEIL FRONT END LOADER BODY; AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE ALL NECESSARY DOCUMENTS TO EFFECTUATE THE CONTRACT; PROVIDING FOR ANNUAL APPROPRIATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (the “Town”), has identified the need to replace a critical sanitation vehicle to ensure the continued and reliable collection of solid waste services for its residents; and

WHEREAS, the Town has selected the acquisition of one 2026 Mack TE64R sanitation truck equipped with a 2025 Heil front-end loader body as necessary equipment for essential governmental purposes; and

WHEREAS, the Town has received a financing proposal from TD Bank in the form of a Government Obligation Contract, dated March 4, 2026, to finance the acquisition of said equipment in an amount not to exceed \$376,460.00 (the Contract); and

WHEREAS, the proposed Government Obligation Contract provides for a four year term with semi-annual payments subject to lawful annual appropriation and does not constitute a general obligation or pledge of ad valorem taxation; and

WHEREAS, the Town Commission has reviewed the terms and conditions of the Contract and has determined that it is appropriate to enter into it and that it is in the best interest of the Town and consistent with sound municipal financial practices.

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

SECTION 1. Approval of Financing Agreement.

The Town Commission hereby approves the Contract between the Town of Lake Park, Florida, and TD Bank for the financing of one (1) 2026 Mack TE64R sanitation truck with a 2025 Heil front-end loader body, substantially in the form presented to the Commission.

SECTION 2. Authorization to Execute Documents.

The Mayor is hereby authorized and directed to execute the Contract and all related exhibits, certificates, schedules, and financing documents necessary to consummate the transaction. The Town Clerk is authorized to attest to said financing documents.

SECTION 3. Annual Appropriation.

The Town Commission hereby declares its present intent to appropriate, in each fiscal year during the term of the agreement, sufficient legally available funds to meet the Town's obligations under the Contract, subject to lawful annual appropriation.

SECTION 4. Source of Payment: No Pledge of Ad Valorem Taxes.

The Town Commission declares its present intent that payments due under the Contract shall be payable from legally available non-ad valorem revenues of the Town, including, but not limited to, the Sanitation Non-Ad Valorem Assessment. Nothing in this resolution or the approved Contract shall be deemed to constitute a pledge of ad valorem taxation or the creation of a general obligation debt of the Town within the meaning of the Florida Constitution or applicable law.

SECTION 5. Effective date.

This resolution shall take effect immediately upon execution.



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday February 04, 2026

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

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

CALL TO ORDER/ROLL CALL

6:38 P.M.

PRESENT

- Mayor Roger Michaud
- Vice Mayor Michael Hensley
- Commissioner Judith Thomas
- Commissioner John Linden
- Commissioner Michael O'Rourke

PLEDGE OF ALLEGIANCE

Mayor Michaud led the Pledge of Allegiance.

APPROVAL OF AGENDA:

Motion to approved the agenda made by Commissioner O'Rourke, Seconded by Commissioner Linden.

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

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.

-Steen Eriksson with the Palm Beach County Firefighters presented Commissioner Thomas and Vice Mayor Hensley each with a plaque to commemorate the firefighter training they attended.

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.

Commissioner O'Rourke pulled item number 5.

Motion to approve the Consent Agenda, excluding item 5, made by Commissioner O'Rourke, Seconded by Commissioner Linden.

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

1. Regular Commission Meeting Minutes - January 21, 2026
2. Resolution 09-02-26 - Municipal Election Agreement - Palm Beach County Supervisor of Elections
3. Resolution 10-02-26 – Agreement - Winter and Summer Fertilization Services – Trugreen - \$12,400.20.

4. Resolution 11-02-26 – Restrictive Covenant (Exhibit A) - Evergreen House Preservation Project – State of Florida – Division of Historical Resources
6. Agreement - Acceptable Payees Indemnification - PNC Bank

Item 5 pulled from the consent agenda for discussion:

5. Resolution 12-02-26 – Lease-Purchase Finance Agreement - 2026 Mack TE64R Sanitation Truck with Heil Front End Loader - KS StateBank - \$376,460

Public Works Director Jaime Morales and Finance Director Barbara Gould presented the item. (Exhibit A) which included financing options for the Commission to choose from. Public Works Director Morales stated that staff recommends financing through TD Equipment Financing. Motion to approve Resolution 12-02-26 made by Commissioner O'Rourke, seconded by Vice Mayor Hensley.

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

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

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

7. Ordinance #01-2026 - Amendment – Town of Lake Park Land Development Regulations (LDR's) – Section 78-6 - Applications and Regulations for Reasonable Accommodation for Residents of Recovery Residences – 2nd and Final Reading.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES, CHAPTER 78, ARTICLE I, SECTION 78-6, ENTITLED “APPLICATIONS AND REGULATIONS FOR REASONABLE ACCOMMODATIONS OF RESIDENTS OF RECOVERY RESIDENCES”; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to approve Ordinance 1-2026 made by Vice Mayor Hensley, Seconded by Commissioner O'Rourke.

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

Town Attorney Baird read the Ordinance by Title only.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

-Town Attorney Baird announced that he had been served with the Forest Development lawsuit and will issue a memo shortly. His office will be reviewing the claims and filing responses. He suggested holding one on one meetings with the Commission in order to provide them with case information. Town Attorney Baird also provided an update regarding the removal of the barge and restoration of the docks at the Marina.

-Town Manager Reade asked Community Development Director Nadia DiTommaso to provide the following updates; Ms. DiTommaso stated that 754 Park Avenue was not completed by the deadline and they had to pay an additional fine of \$18,000.00 which they have paid. The Town is waiting for an amended timeline and will be moving forward with a stipulation for retroactive fines. She also stated that they had received notification from the Florida Department of Environmental Protection in regards to the permit for boat relocation and additional renovations as a part of the P3 agreement. She stated that the State recommended the Town file a withdrawal of the permit application as opposed to them issuing a denial. Motion to approve the withdrawal made by Commissioner O'Rourke, seconded by Commissioner Linden. Voting Aye: All.

Town Manager Reade thanked the Commission for going to Tallahassee to support the needs of the Town. He also announced the Bert Bostrom Park re-opening will take place on Friday February 6th from 5:30pm to 6pm.

-Commissioner O'Rourke had no comments

-Commissioner Thomas thanked residents for allowing the Commission to travel up to Tallahassee to represent the Town.

-Commissioner Linden spoke about a temporary closing of the Evergreen house at the end of February and they will be working out of the Library in the meantime until June.

-Vice Mayor Hensley had no comments.

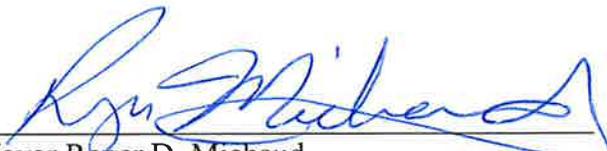
-Mayor Michaud spoke about the trip to Tallahassee and encouraged the public to get involved with legislation that is being proposed.

REQUEST FOR FUTURE AGENDA ITEMS:

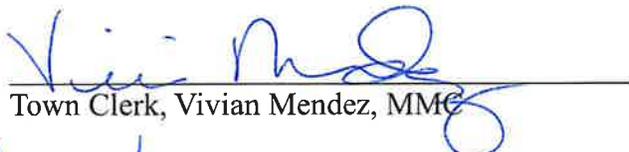
ADJOURNMENT:

Motion to adjourn made by Vice Mayor Hensley, seconded by Commissioner Thomas.
Voting Aye: All.
Meeting adjourned 7:17 P.M.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on February 18, 2026.



Mayor Roger D. Michaud



Town Clerk, Vivian Mendez, MMC



Deputy Town Clerk, Laura Weidgans



Approved on this 18th of February, 2026

RESOLUTION 12-02-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE EXECUTION OF A GOVERNMENT OBLIGATION CONTRACT WITH KS STATEBANK FOR THE FINANCING OF ONE (1) 2026 MACK TE64R SANITATION TRUCK WITH A 2025 HEIL FRONT END LOADER BODY; APPROVING THE TERMS AND CONDITIONS OF SAID CONTRACT; AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR ANNUAL APPROPRIATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (the “Town”), has identified the need to replace a critical sanitation vehicle to ensure the continued and reliable collection of solid waste services for its residents; and

WHEREAS, the Town has selected the acquisition of one (1) 2026 Mack TE64R sanitation truck equipped with a 2025 Heil front-end loader body as necessary equipment for essential governmental purposes; and

WHEREAS, the Town has received a financing proposal from KS StateBank in the form of a Government Obligation Contract, dated January 22, 2026, to finance the acquisition of said equipment in an amount not to exceed \$376,460.00,

WHEREAS, the proposed Government Obligation Contract provides for a four (4) year term with annual payments subject to lawful annual appropriation and does not constitute a general obligation or pledge of ad valorem taxation; and

WHEREAS, the Town Commission has reviewed the terms and conditions of the Government Obligation Contract and finds that agreeing is in the best interest of the Town and consistent with sound municipal financial practices;

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

SECTION 1. Approval of Financing Agreement.

The Town Commission hereby approves the Government Obligation Contract between the Town of Lake Park, Florida, and KS StateBank for the financing of one (1) 2026 Mack TE64R sanitation truck with a 2025 Heil front-end loader body, substantially in the form presented to the Commission.

SECTION 2. Authorization to Execute Documents.

The Mayor is hereby authorized and directed to execute the Government Obligation Contract and all related exhibits, certificates, schedules, and financing documents necessary to consummate the transaction, with such non-substantive modifications as may be approved by the Town Attorney. The Town Clerk is authorized to attest to said documents.

SECTION 3. Annual Appropriation.

The Town Commission hereby declares its present intent to appropriate, in each fiscal year during the term of the agreement, sufficient legally available funds to meet the Town's obligations under the Government Obligation Contract, subject to lawful annual appropriation.

SECTION 4. Source of Payment: No Pledge of Ad Valorem Taxes.

The Town Commission declares its present intent that payments due under the Government Obligation Contract shall be payable from legally available non-ad valorem revenues of the Town, including, but not limited to, the Sanitation Non-Ad Valorem Assessment. Nothing in this Resolution or the approved agreement shall be deemed to constitute a pledge of ad valorem taxation or the creation of a general obligation debt of the Town within the meaning of the Florida Constitution or applicable law.

SECTION 5. Effective date.

This resolution shall take effect immediately upon adoption.

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

	AYE	NAY
MAYOR ROGER D. MICHAUD	<u> / </u>	<u> — </u>
VICE MAYOR MICHAEL J. HENSLEY	<u> / </u>	<u> — </u>
COMMISSIONER JOHN LINDEN	<u> / </u>	<u> — </u>
COMMISSIONER MICHAEL O'ROURKE	<u> / </u>	<u> — </u>
COMMISSIONER JUDITH E. THOMAS	<u> / </u>	<u> — </u>

The Town Commission thereupon declared the foregoing Resolution 12-02-26 duly passed and adopted this 4 day of February, 2026.

TOWN OF LAKE PARK, FLORIDA

BY: Roger D. Michaud
ROGER D. MICHAUD
MAYOR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY

From:

Vincent Locicero

VP, Regional Manager

(856) 433-2265

Vincent.Locicero@td.com

Equipment
financing
that works.



Turn to TD Equipment Finance for solutions
that fit your needs.

Count on the professionals at TD Equipment Finance
to deliver the creative financing solutions you need,
along with the highly personal service you demand.

Financing Proposal For:

Barbara Gould

Town of Lake Park

535 Park Avenue

Lake Park, FL 33403

3/4/2026

Barbara Gould
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Dear Barbara,

TD Equipment Finance, Inc. ("TDEF") is pleased to present the following Proposal for your consideration. The structure of the transaction is outlined in the attached Proposal Exhibit which also sets forth certain terms and conditions. **PLEASE NOTE THIS PROPOSAL IS SUBJECT TO CREDIT REVIEW AND UNDERWRITING IN ACCORDANCE WITH TDEF'S INTERNAL CREDIT POLICY. NOTHING IN THIS PROPOSAL SHALL BE CONSTRUED AS A COMMITMENT TO LEND.** TDEF looks forward to doing business with you and hopes you find the attached Proposal acceptable. If so, please sign and date the enclosed signature page and return it to us by March 5, 2026.

Sincerely,

Vincent Locicero

VP, Regional Manager
TD Equipment Finance, Inc.

Proposal Exhibit

Lessor:	TD Equipment Finance, Inc., its successors and assigns
Lessee:	Town of Lake Park a state or a political subdivision thereof.
Equipment:	Essential use equipment, specifically a sanitation vehicle.
Maximum Purchase Price:	\$376,460
Commencement Date:	<p>Subject to the terms and conditions of the Lease, the Lease shall commence upon the earlier of (a) Lessee's acceptance of the Equipment and (b) Lessor's deposit of the Purchase Price for the Lease in an escrow fund or similar fund as provided in the Lease, but in no event later than 4/28/2026</p> <p>Lease Term: See amortization schedule attached hereto and made a part hereof</p> <p>Payment Amount: See amortization schedule attached hereto and made a part hereof</p>
Rental Payments:	Payments Due: Semi-Annual - See amortization schedule attached hereto and made a part hereof
Prepayment:	The Lease may be prepaid [at any time] in whole, but not in part, subject to a prepayment premium based on the greater of Yield Maintenance or [1]% of the then- outstanding principal balance of the Lease.
Tax-exempt Interest Rate:	3.52% - See bid sheet attached hereto and made a part hereof
Indexing:	The Tax Exempt Interest Rate quoted above based on Lessor's cost of funds and will be held until 4/28/2026. If the Commencement Date does not occur by 4/28/2026, the interest rate will be adjusted to reflect any change in Lessor's cost of funds. The interest rate and rental payments under the Lease will be fixed for the term of the Lease.
Structure:	<p>The Lease will constitute a "state or local bond" with the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code").</p> <p>Lessee's obligations under the Lease will be subject to annual appropriation of funds by Lessee's governing body. Lessee shall use all reasonable and lawful means available to secure appropriations for each fiscal year during the term of the Lease sufficient to pay all Rental Payments coming due therein</p> <p>Lessor shall lease the Equipment to Lessee without representation or warranty on an AS IS BASIS. The Lease will be a "triple net lease" under which Lessee will be responsible for all expenses relating to the Equipment</p>

including, but not limited to, maintenance, insurance coverage (in an amount and in a form acceptable to Lessor), and all taxes (e.g. sales, use and personal property). Lessee shall bear all risk of loss, damage and liability to the Equipment.

At the end of the Lease term, upon payment of all amounts payable thereunder, Lessee may purchase the Equipment for \$1.00.

Escrow Funding:

The proceeds of the Lease will be deposited in an escrow account acceptable to Lessor, and disbursements made therefrom upon request by Lessee, pursuant to an escrow agreement in form and substance satisfactory to Lessor.

Collateral Security:

To the extent permitted by applicable law, Lessee's obligations under the Lease will be secured by a first priority security interest on the Equipment and, if applicable, the escrow fund. Titles to the Equipment, if any, shall list Lessee as the owner and Lessor as lienholder.

Tax Status:

The Lease will be a qualified tax exempt obligation under Section 265 (b)(3) of the Code. The interest portion of the rental payments under the Lease will be excludable from the gross income of Lessor for federal income taxation purposes. Upon a determination that the interest component of the rental payments under the Lease is includable in gross income of Lessor for federal income tax purposes, the interest rate on the Lease will increase to a rate sufficient to restore Lessor to its after-tax yield from and after the date such interest became includable in Lessor's gross income, and taking into account all penalties, fines, interest and additions to tax.

Legal Opinions:

Lessee's counsel shall deliver an opinion to Lessor at closing in form and substance satisfactory to Lessor which shall address, among other things, Lessee's authority to enter in to Lease and the enforceability of the Lease. Lessee will also provide an opinion of nationally recognized bond counsel with respect to the tax-exempt status of the interest payable under the Lease.

Costs & Expenses:

None

Documentation:

The documentation for the Lease will contain covenants, representations and warranties usual and customary for transactions of this type and others appropriate to the transaction. All documentation to be executed in connection herewith shall be in satisfactory form and substance to Lessor. Lessor shall verify the Equipment specifications including, but not limited to, model number, number of units, installation costs, year of manufacturing

and maintenance contracts; and approve the final Equipment configuration, and acceptance of the financing.

LESSOR'S PROPOSAL/FINANCIAL INFORMATION:

This Proposal is subject to final credit review and approval, and not, nor should it be construed as, a commitment by Lessor or any affiliate to enter into the proposed Lease transaction. In order to complete its credit due diligence, Lessee shall furnish Lessor with the following:

- Three years most current audited annual financial statements, and shall be furnished annually thereafter, if not otherwise published on Lessee's website
- Copy of meeting minutes
- Copy of budget
- Statement of essential use
- Other supporting data as may be requested

AUTHORIZATION: Lessee acknowledges and agrees that Lessor may furnish all Lessee-presented information, financials, analysis, and related credit and review materials to its employees, counsel and agents, as well as its participants and/or assigns. Lessee authorizes Lessor to contact TD Bank, N.A. and other references of Lessee, and to order any and all credit checks and investigative reports, all as Lessor deems necessary in connection with the evaluation of the transaction.

GENERAL:

TD Equipment Finance, Inc. complies with Section 326 of the USA Patriot Act. This Act mandates that we verify certain information about Lessee while processing any Lease request.

EXPIRATION:

This Lease Proposal shall expire, if not accepted by a qualified official by 3:00 pm, on March 5, 2026.

APPROVED AND ACCEPTED:

Town of Lake Park

By: 

Print Name: Roger Michaud

Title: Mayor

Date: 3/4/26

Amortization Schedule:

Average rate.....3.52000000%

Date	Starting Balance	Takedowns	Debt Service	Interest	Principal	Ending Balance
3/20/2026	\$0.00	\$376,460.00	\$0.00	\$0.00	\$0.00	\$376,460.00
9/20/2026	\$376,460.00	\$0.00	\$50,860.29	\$6,625.70	\$44,234.59	\$332,225.41
3/20/2027	\$332,225.41	\$0.00	\$50,860.29	\$5,847.17	\$45,013.12	\$287,212.28
9/20/2027	\$287,212.28	\$0.00	\$50,860.29	\$5,054.94	\$45,805.35	\$241,406.93
3/20/2028	\$241,406.93	\$0.00	\$50,860.29	\$4,248.76	\$46,611.53	\$194,795.40
9/20/2028	\$194,795.40	\$0.00	\$50,860.29	\$3,428.40	\$47,431.89	\$147,363.51
3/20/2029	\$147,363.51	\$0.00	\$50,860.29	\$2,593.60	\$48,266.69	\$99,096.82
9/20/2029	\$99,096.82	\$0.00	\$50,860.29	\$1,744.10	\$49,116.19	\$49,980.63
3/20/2030	\$49,980.63	\$0.00	\$50,860.29	\$879.66	\$49,980.63	\$0.00
Total		\$376,460.00	\$406,882.32	\$30,422.32	\$376,460.00	

TERMS AND CONDITIONS

1. **Acceptance.** The purchaser identified on the first page hereof ("**Purchaser**") and Nextran Corporation, a Florida corporation d/b/a Nextran Truck Centers ("**Dealer**") hereby agree that these Terms and Conditions are incorporated into, and constitute an integral part of, the Sales Agreement governing Purchaser's purchase of motor vehicles from Dealer as more particularly described on the first page hereof.
2. **Purchaser's Payment of Charges.** Purchaser shall pay all charges arising out of or associated with this Agreement, whether correctly stated on page one of this Sales Agreement or otherwise, including without limitation all tag, license, tire, battery and lien fees, and all federal, state and local taxes. Purchaser shall pay all amounts required to pay off and satisfy in full all liens on Purchaser's trade-in vehicle(s), as may be required by any such lien holder, regardless of whether the lien holder has quoted the wrong amount, the payoff amount has changed since the date of any such quote, or Purchaser has failed to disclose all lien holders on such vehicle(s). If Purchaser chooses to pay any portion of the purchase price by using a bank or credit card, Purchaser shall pay all charges associated with the use of such card imposed on Dealer and shall promptly reimburse Dealer upon demand for any such costs arising after the consummation of any sale.
3. **Deposit.** Upon the execution of this Sales Agreement, Purchaser shall pay to Dealer a non-refundable deposit in the amount set forth on the first page of this Sales Agreement. If Dealer fails to deliver the motor vehicle(s) as contemplated herein, Purchaser's sole remedy against Dealer shall be a return of the deposit as liquidated damages in full settlement of any and all claims relating to this Sales Agreement, and Purchaser hereby waives any claims to the contrary. If Purchaser fails to pay the balance of the Selling Price, fails to take delivery of the motor vehicle for any reason or otherwise breaches its obligations under this Sales Agreement, Dealer shall be entitled to retain the entire deposit as liquidated damages in full settlement of any and all related claims. Purchaser and Dealer acknowledge that their actual damages arising out of any breach of this Sales Agreement would be difficult or impossible to calculate with specificity and that the foregoing treatment of the deposit constitutes mutually bargained liquidated damages and not a penalty.
4. **Commercially Reasonable Efforts.** Dealer shall use all commercially reasonable efforts to make prompt delivery of the motor vehicle(s) contemplated hereby. However, Purchaser acknowledges and agrees that time is not of the essence with respect to the transactions contemplated in this Sales Agreement.
5. **Warranties.** DEALER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE MANUFACTURER'S WARRANTY ON NEW MOTOR VEHICLES. ALL USED MOTOR VEHICLES ARE **SOLD BY PURCHASER "AS IS, WITHOUT WARRANTY," EITHER EXPRESS OR IMPLIED. DEALER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE MOTOR VEHICLE(S) SOLD UNDER THIS SALES AGREEMENT, ALL OF WHICH PURCHASER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW.** Purchaser acknowledges that no person is authorized to make any representations or warranties to the contrary, whether oral or written. _____ (**Initials of Purchaser**)
6. **Limitation of Liability; Waiver of Claims.** Purchaser shall have the right to fully inspect the motor vehicles sold under this Sales Agreement at the time of delivery. Dealer shall not be liable for, and Purchaser's acceptance of such motor vehicle constitutes Purchaser's waiver of, any and all claims, causes of action, losses and damages arising out of Dealer's sale of the motor vehicle to Purchaser, including without limitation any and all actual, incidental or consequential damages arising out of: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications; e) modifications to the motor vehicle performed by others; and f) defects in design, materials or workmanship, in each case with respect to the motor vehicles purchased by Purchaser pursuant to this Sales Agreement. Purchaser shall indemnify, defend and hold Dealer and its affiliated companies and their officers, agents, and employees harmless from and against all loss, liability and expense, including reasonable attorneys' fees, by reason of bodily injury including death, and property damage, sustained by any persons including but not limited to the officers, agents and employees of Purchaser, as a result of the maintenance, use, operation, servicing, transportation, defect in or failure of such motor vehicles, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Dealer, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence. Purchaser acknowledges that this waiver constitutes a material inducement for Dealer to consummate the transactions contemplated in this Sales Agreement and is subject to no exceptions.
7. **Modifications by Others.** Purchaser acknowledges that any requested modifications to the motor vehicles subject to this Sales Agreement to be performed by others are Purchaser's sole responsibility, and Purchaser shall pay Dealer for the cost of such modifications, regardless of whether Purchaser takes delivery of the vehicle. Dealer is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.
8. **Trade-in Allowance.** The trade-in allowance set forth on page one of this Sales Agreement is based upon an appraisal by Dealer of the trade-in described herein in its present mechanical condition and with the equipment and attachments described on Dealer's appraisal sheet. Such trade-in shall be subject to reappraisal at the time of delivery of the motor vehicle to be sold hereunder. Purchaser shall be liable for any differences in the trade-in allowance due to changes in mechanical condition, equipment or attachments.
9. **Entire Agreement.** This Sales Agreement constitutes the complete and exclusive statement of the terms of the agreement between Purchaser and Dealer concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether written or oral. No modification, course of conduct, amendment, supplement to or waiver of this Sales Agreement shall be binding unless made in writing and signed by both Purchaser and Dealer.
10. **Assignment.** This Sales Agreement may not be assigned by Purchaser without Dealer's prior written consent, and any attempted assignment by Purchaser shall be null and void. Subject to the foregoing, this Sales Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives. There are no third party beneficiaries of this Sales Agreement.
11. **Governing Law; Consent to Jurisdiction; Waiver of Right to Trial by Jury.** This Sales Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without giving effect to the conflict of laws principles thereof. Venue for any litigation, legal action or other proceedings arising out of or relating to this Sales Agreement shall lie solely in the courts of the State of Florida located in Dade County, Florida. Purchaser and Dealer (a) agree that such courts shall have exclusive jurisdiction over any matters arising out of or related to this Sales Agreement and (b) hereby waive any and all claims to the effect that any of such courts constitutes an inconvenient forum. The parties hereby irrevocably and unconditionally waive any right they may have to a trial by jury in any suit, action, proceeding, or counterclaim arising out of or relating to this SALES Agreement.
12. **Miscellaneous.** Risk of loss shall pass to the Purchaser upon delivery of the motor vehicle sold under this Sales Agreement. A facsimile of this Sales Agreement shall have the same legal effect as an original hereof. In the event of any litigation arising out of this Sales Agreement, the non-prevailing party shall reimburse the prevailing party for the reasonable attorneys' fees and other expenses incurred by the prevailing party in connection therewith.

By: _____
(Purchaser Signature)



TD Equipment Finance, Inc.
9000 Atrium Way
Mount Laurel, NJ 08054

March 26, 2026

Barbara A. Gould
Finance Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Dear Barbara,

Enclosed please find the following documents regarding your lease transaction with TD Equipment Finance, Inc.:

Lease Purchase Agreement - #: 50001808

Schedules 1 (Equipment Schedule) and 2 (Payment Schedule)

Exhibit A – Lessee Resolution – *please provide a copy of the Board Resolution*

Exhibit B – Incumbency Certificate – *please sign next to your name and have witnessed at the bottom.*

Exhibit C – Opinion of Counsel to Lessee – *sample language*

Exhibit D – Acceptance Certificate

**Insurance Authorization Form – Please complete and forward a Certificate of Insurance
MV Amendment**

Payment Proceeds Authorization

Tax Form 8038-G – *Please complete and sign. Provide a copy to TD Equipment Finance when returning the scanned and original documentation. File with the IRS upon commencement.*

Please execute all documents as indicated and return, with the following:

Approved Board minutes and/or resolution approving TDEF lease transaction required

Tax Exemption Certificate/Letter

Please provide your attorney's Opinion of Counsel. Sample language is included in this documentation package.

Copy of MSO front/back along with DMV paperwork adding TD Equipment Finance, Inc. as 1st lienholder

The original signed documents should be returned within 5-days of receipt to the address below.

TD Equipment Finance, Inc.
Attn: Kathleen Diehl
9000 Atrium Way
Mount Laurel, NJ 08054

If you have any questions, please call me at 856-433-2391 or email kathleen.diehl@td.com. Please note that your signature of the Lease is confirmation that funds to pay the first year of the lease are already appropriated and available for payment. Thank you for choosing TD Equipment Finance, Inc. for your equipment financing needs.

Sincerely,

Kathleen Diehl

Kathleen Diehl
Senior Operations Officer II

LEASE PURCHASE AGREEMENT

This Lease Purchase Agreement (this "Agreement"), dated as of March 26, 2026, is made and entered into by and between **TD EQUIPMENT FINANCE, INC.**, and its successors and permitted assigns ("Lessor"), and **TOWN OF LAKE PARK, FL**, a political subdivision of the State of Florida ("Lessee").

RECITALS

WHEREAS, Lessee desires to lease and acquire from Lessor the Equipment (as defined herein) subject to the terms and conditions hereof;

WHEREAS, Lessee is authorized under the constitution and laws of the State of Florida (the "State") to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I LEASE, FUNDING AND ACQUISITION OF EQUIPMENT

Section 1.01 Lease. Lessor hereby agrees to sell, transfer and lease to Lessee, and Lessee hereby agrees to acquire, purchase and lease from Lessor the property described in the Equipment Schedule attached as Schedule 1 hereto and incorporated by reference herein, upon the terms and conditions set forth herein, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto (the "Equipment").

Section 1.02 Funding. Upon satisfaction (or waiver by Lessor) of the conditions set forth in Section 1.03, Lessor will pay to Lessee or its designees an amount necessary to pay all or a portion of the costs to acquire and install the Equipment and certain costs related to the execution and delivery of this Agreement as specified in the Payment Schedule attached as Schedule 2 hereto and incorporated by reference herein (the "Funding Amount"). As used herein, "Closing Date" means the date of Lessor's payment of the Funding Amount.

Section 1.03 Conditions Precedent. Lessor's payment of the Funding Amount and the performance by Lessor of any of its obligations hereunder, are subject to the satisfaction the following:

(a) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor:

(i) a certified copy of the resolution, ordinance or other required official action by Lessee's governing body, duly authorizing the execution and delivery of this Agreement and the performance by Lessee of its obligations hereunder, substantially in the form attached hereto as Exhibit A or otherwise satisfactory to Lessor;

(ii) an incumbency certificate for the authorized official(s) of Lessee executing this Agreement and any related certificates, documents and instruments, dated the Closing Date and substantially in the form attached hereto as Exhibit B or otherwise satisfactory to Lessor;

(iii) evidence of insurance coverage or self-insurance as required by Article V;

(iv) an opinion of counsel to Lessee, dated the Closing Date and substantially in the form attached hereto as Exhibit C or otherwise satisfactory to Lessor;

(v) an opinion of qualified bond counsel or special tax counsel to Lessee as to the valid execution and delivery of this Agreement and excludability of the interest payable hereunder from gross income for federal income tax purposes, addressed to Lessor and dated the Closing Date;

(vi) a properly completed and executed IRS Form 8038 or 8038-G, as applicable;

- (vii) Uniform Commercial Code financing statement(s) and any other documents required by Lessor to secure its interest in the Equipment;
- (viii) waivers of third parties holders of interests in the real property where the Equipment will be located, as Lessor may deem necessary;
- (ix) copies of any filings required under State law, including any filings required to be made by Lessee with the State Division of Bond Finance; and
- (x) such other documents as may be reasonably requested by Lessor.

Section 1.04 Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location(s) specified in Equipment Schedule attached hereto and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. When the Equipment is delivered, installed and accepted, Lessee shall promptly deliver to Lessor an Acceptance Certificate, executed by an authorized official of Lessee, in the form attached hereto as Exhibit D. The insufficiency of the Funding Amount to pay all costs of the Equipment and any other costs related thereto shall not affect Lessee's obligations under this Section 1.04.

ARTICLE II TERM; RENTAL PAYMENTS

Section 2.01 Term. The term of this Agreement (the "Lease Term") shall commence on the Closing Date and shall continue until the end of the current fiscal year of Lessee (the "Original Term"); provided that the Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any renewal term of this Agreement, each having a duration of one year and a term coextensive with Lessee's fiscal year or such earlier date specified in the Payment Schedule attached hereto (each a "Renewal Term"), up to the maximum Lease Term set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term, unless sooner terminated pursuant to this Agreement.

Section 2.02 Rental Payments. Lessee agrees to pay the rental payments in the amounts (the "Rental Payments") and on the dates (each a "Payment Date") as specified in the Payment Schedule. A portion of each Rental Payment is paid as interest and the balance is paid as principal, as specified in the Payment Schedule. All Rental Payments shall be paid to Lessor, at such place as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments in lawful money of the United States of America from moneys legally available therefor.

Section 2.03 Current Expense. The obligations of Lessee hereunder, including its obligation to pay the Rental Payments due in any fiscal year shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE FUNDS APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE HEREUNDER FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE FUNDS APPROPRIATED BY LESSEE ON AN ANNUAL BASIS. Nothing herein shall constitute a pledge by Lessee of the full faith and credit or taxing power of Lessee. The Lessee official in charge of preparing Lessee's budget will include in the budget request for each fiscal year the Rental Payments to become due during such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the Lease Term.

Section 2.04 Nonappropriation. If during the then current fiscal year of Lessee, sufficient funds are not appropriated to pay the Rental Payments required hereunder for the following fiscal year (an "Event of Nonappropriation"), Lessee shall be deemed not to have renewed this Agreement for the following fiscal year, and this Agreement shall terminate at the end of the then current fiscal year, and Lessee shall not be obligated to pay

Rental Payments beyond the then current fiscal year for which funds have been appropriated. Upon an Event of Nonappropriation, Lessee shall return the Equipment to Lessor in accordance with the requirements of Section 10.03. Lessee shall notify Lessor in writing no later than 30 days following an Event of Nonappropriation, but failure to provide such notice shall not operate to extend the Lease Term. If Lessee fails to return the Equipment or otherwise comply with Section 10.03, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of an amount equal to the Rental Payments that would thereafter have come due if this Agreement had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required hereunder.

Section 2.05 Unconditional Rental Payments. Subject to Sections 2.03 and 2.04 hereof, (a) Lessee's obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional; (b) Lessee shall make such payments when due and shall not withhold any of such payments pending final resolution of any disputes; (c) Lessee shall not assert any right of set-off or counterclaim against its obligation to make such payments; (d) Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment; and (e) Lessee shall be obligated to continue to make payments required under this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

ARTICLE III PURCHASE AND PREPAYMENT

Section 3.01 End of Lease Term. Lessee shall have the option to purchase all of the Equipment upon the expiration of the Lease Term and payment in full of all Rental Payments then due and all other amounts then owing hereunder, and the payment of \$1.00 to Lessor.

Section 3.02 Optional Prepayment. Lessee shall have the option to prepay its obligations hereunder in whole, but not in part, on any Payment Date. Lessee shall give written notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due hereunder, including the Rental Payment due on the Payment Date on which the option shall be effective, and the applicable Purchase Price set forth in the Payment Schedule attached hereto (the "Purchase Price").

Section 3.03 Release of Lessor's Interest. Upon timely receipt of all amounts required for the purchase of the Equipment pursuant to Section 3.01 or Section 3.02, this Agreement shall terminate, all of Lessor's interest in the Equipment shall terminate, and Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably request to evidence the termination of this Agreement and Lessor's interest in the Equipment, without warranty by or recourse to Lessor.

ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.01 Representations and Warranties. Lessee represents and warrants to Lessor as of the Closing Date as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations under this Agreement.

(b) The execution and delivery of this Agreement have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement has been duly executed and delivered by and constitute the valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by Lessee does not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement.

(f) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during Lessee's current fiscal year, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

(g) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the Lease Term.

(h) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other claim or encumbrance of any nature whatsoever (each, a "Lien") on or with respect to such real estate.

(i) The estimated total costs of the Equipment will not be less than the Funding Amount; (ii) the Equipment has been ordered or is expected to be ordered within six months after the Closing Date and the Equipment will be delivered and installed, and the Vendor fully paid, within 18 from the Closing Date; (iii) Lessee will pursue the acquisition of the Equipment and the expenditure of the Funding Amount with due diligence; (iv) no sinking, debt service, reserve or similar fund will be maintained by Lessee with respect to the Rental Payments or pledged as security therefor; (v) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last Payment Date; (vi) there are no other obligations of Lessee which are being sold within 15 days of the Closing Date or are being sold pursuant to the same plan of financing as this Agreement, and are expected to be paid from substantially the same source of funds; (vii) Lessee made a declaration of its intention to reimburse the costs of the Equipment to be reimbursed with the Funding Amount not later than 60 days after the date on which is made payment; (viii) the officer or official who has executed this Agreement on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the Funding Amount; and (ix) the facts and estimates set forth in this paragraph are accurate and the expectations of Lessee set forth in this paragraph are reasonable.

(j) None of this Agreement, Lessee's financial statements furnished to Lessor, or any other agreement, document, certificate or written statement furnished to Lessor by or on behalf of Lessee in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in any material respect. There is no fact that Lessee has not been disclosed therein or in writing by them to Lessor and that would cause a material adverse change in the business, assets, operations or condition, financial or otherwise, of Lessee.

Section 4.02 Tax Covenants.

(a) Lessee covenants and agrees that it will (i) comply with all provisions of the Code and the Treasury Department regulations applicable to establishing and maintaining the excludability of the interest component of the Rental Payments from federal gross income pursuant to Section 103 of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy Internal Revenue Service ("IRS") guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys related to this Agreement from time to time in a manner that will not cause this Agreement to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings on invested proceeds of this Agreement to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the

determinations and maintain the records required by the Code; and (v) complete and timely file an IRS Form 8038-G with the IRS in accordance with Section 149(e) of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and reasonably acceptable to Lessee, that Lessor may not exclude the interest component of any Rental Payment from gross income for federal income tax purposes, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rental Payments due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after tax yield on the transaction evidenced by this Agreement (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Payment Date an amount that will maintain such after tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this Section 4.02(b) shall be conclusive (absent manifest error).

(c) Lessee certifies that it has designated this Agreement as a qualified tax-exempt obligation in accordance with Section 265(b)(3) of the Code, that it has not designated more than \$10,000,000 of its obligations as qualified tax exempt obligations in accordance with such section for the current calendar year and that it reasonably anticipates that the total amount of tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.

ARTICLE V INSURANCE

Section 5.01 Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during the Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and its assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Purchase Price.

Section 5.02 Insurance Requirements. All insurance policies required by Section 5.01 shall be taken out and maintained with insurance companies rated not less than "A" by A.M. Best Company and otherwise acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage (including cancellation) the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each liability insurance policy shall be endorsed to name Lessor and its assigns as an additional insured party and each casualty and property insurance policy shall be endorsed to name Lessor and its assigns as loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee. Lessee may self-insure against the risks described in Section 5.01 with the prior written consent of Lessor.

ARTICLE VI ADDITIONAL OBLIGATIONS

Section 6.01 Use and Maintenance of Equipment. Lessee shall, at its own expense, maintain the Equipment in good condition and proper working order, and shall make all necessary repairs and replacements to keep the Equipment in such condition. The Equipment will be used by Lessee only for the purpose of performing Lessee's essential governmental functions. Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any manufacturer's guidelines or in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall have sole responsibility to maintain and repair the Equipment. Lessee shall keep (or in the case of Equipment constituting motor vehicles, house) the Equipment at the address specified in the Equipment Schedule attached hereto; provided that Lessee may change the location at which any Equipment is kept (or housed) with thirty (30) days prior written notice to Lessor specifying the address of the new location. Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by

Lessee to perform its obligations hereunder. If Lessor reasonably determines that Lessee is not maintaining any of the Equipment in accordance with this Section 6.01, Lessor may (in addition to any other remedies it may have) require Lessee to enter into maintenance contracts for such Equipment in form approved by Lessor and with approved providers.

Section 6.02 Taxes. Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the Equipment or any part thereof, during the Lease Term, whether assessed against Lessee or Lessor. With respect to any taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term.

Section 6.03 Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will adversely affect the originally intended value, function or use of the Equipment.

Section 6.04 Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any Lien with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such Lien if the same shall arise at any time.

Section 6.05 Financial Information. Lessee shall deliver to Lessor (i) its annual audited financial statements within 270 days after the end of each fiscal year, (ii) its annual budget for each fiscal year promptly following approval thereof, including written evidence that the Rental Payments for such fiscal year have been appropriated, and (iii) such other financial statements and information relating to the ability of Lessee to satisfy its obligations under this Agreement as may be reasonably requested by Lessor from time to time.

Section 6.06 Advances. If Lessee shall fail to perform any of its obligations under Section 6.01, Section 6.02 or Section 6.04, or shall fail to maintain the insurance required by Article V, Lessor may (but shall not be required to) take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the Default Rate (as defined herein), from the date of the advance to the date of repayment.

Section 6.07 Filing of Agreement. Lessee shall not file or submit, or permit the filing or submission, of all or any portion this Agreement, any document related to this Agreement, any default, event of acceleration, termination event, waiver, modification of terms or other similar events relating to this Agreement or any summary of the foregoing with the Municipal Securities Rulemaking Board ("MSRB") (or any successor to the MSRB or similar entity or service) unless such document or portion thereof has been provided to the Lessor in advance for review and redaction to the extent required by Lessor and otherwise permitted under applicable MSRB rules or federal securities law, if any. Lessor is not responsible for the Lessee's or any other entity's compliance with any continuing disclosure obligations under any applicable securities law or related agreement or undertaking.

ARTICLE VII TITLE; NO WARRANTIES BY LESSOR

Section 7.01 Title. During the Lease Term, legal title to all Equipment shall be in Lessee, subject to Lessor's interests under this Agreement. Upon the occurrence of an Event of Default or upon termination of this Agreement due to an Event of Nonappropriation, title shall immediately vest in Lessor, free and clear of any right, title or interest of Lessee.

Section 7.02 Reserved.

Section 7.03 Personal Property. The Equipment is and shall at all times be and remain personal property and not fixtures.

Section 7.04 No Warranties. Lessee acquires and leases the Equipment "AS IS." Lessee acknowledges that Lessor did not manufacture the Equipment. Lessor does not represent the manufacturer, supplier, owner or dealer, and Lessee selected the Equipment based upon Lessee's own judgment. Lessor makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose

or otherwise or as to the Equipment's value, design, condition, use, capacity or durability. Lessee agrees that regardless of cause, Lessor is not responsible for, and Lessee will not make any claim against Lessor for, any damages, whether consequential, direct, special or indirect incurred by Lessee in connection with the Equipment. Neither the manufacturer, supplier or dealer nor any salesperson, employee or agent of the manufacturer, supplier or dealer is Lessor's agent or has any authority to speak for Lessor or to bind Lessor in any way. For and during the Lease Term, Lessor assigns to Lessee any manufacturer's or supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased in accordance with Lessee's specifications from suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or supplier's product warranties or guaranties, (d) no manufacturer or supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or supplier or any representative of said parties shall not be binding upon Lessor.

ARTICLE VIII RISK OF LOSS; CASUALTY

Section 8.01 Risk of Loss. As between Lessee and Lessor, Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part for any reason whatsoever. No loss to the Equipment shall relieve Lessee from the obligation to make any Rental Payments or to perform any other obligation hereunder. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Article VIII.

Section 8.02 Notice of Loss. If a casualty occurs to the Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

Section 8.03 Application of Proceeds. If Lessor determines that any item of Equipment has suffered a casualty loss that is beyond repair, then Lessee shall either: (a) immediately replace such Equipment with similar equipment in good repair, condition and working order free and clear of any Liens and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment hereunder, or (b) on the next scheduled Payment Date, pay Lessor (i) all amounts owed by Lessee hereunder, including the Rental Payment due on such date, plus (ii) an amount equal to the applicable Purchase Price. If the net proceeds of any insurance are insufficient to pay in full the cost of any repair, restoration, modification or improvement of the Equipment, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of available insurance proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment. If Lessee makes any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article II.

Section 8.04 Claims and Expenses. Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of this Agreement. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorneys' fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms hereof or which arise directly from the gross negligence or willful misconduct of Lessor.

ARTICLE IX ASSIGNMENT

Section 9.01 Assignment by Lessor. Lessor may assign its rights, title and interest in and to this Agreement or the Equipment, and/or may grant or assign a security interest in this Agreement or the Equipment, in whole or in part, without obtaining the consent of Lessee, but no such assignment, transfer or conveyance shall be effective as against Lessee unless and until Lessor has delivered to Lessee written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to banks, insurance companies or other financial institutions or their affiliates. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS,

RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

Section 9.02 Assignment and Subleasing by Lessee. Neither this Agreement nor the Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

ARTICLE X EVENTS OF DEFAULT; REMEDIES

Section 10.01 Events of Default. The occurrence of any of the following events shall constitute an Event of Default hereunder:

(a) Lessee's failure to pay any Rental Payment or other amount required to be paid to Lessor hereunder within ten (10) days following the due date thereof, other than by reason of an Event of Nonappropriation;

(b) Lessee's failure to maintain insurance as required herein;

(c) With the exception of the above clauses (a) or (b), Lessee's failure to perform or abide by any condition, agreement or covenant hereunder for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;

(d) Any statement, representation or warranty made by Lessee in this Agreement or in any writing delivered by Lessee pursuant hereto or in connection herewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; or

(e) *Reserved*;

(f) Lessee shall be in default under any other financing agreement executed at any time with Lessor or any Lessor affiliate; or

(g) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(h) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02 Remedies on Default. Upon the occurrence of any Event of Default, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies:

(a) Lessor, with or without terminating this Agreement, may declare all Rental Payments payable hereunder to the end of the then-current fiscal year of Lessee to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable;

(b) To the extent to be remitted by law, Lessor may terminate this Agreement and by written notice to Lessee direct Lessee to deliver the Equipment in the manner provided in Section 10.03. Lessor may thereafter dispose of the Equipment. If Lessor terminates this Agreement and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs and expenses (including, but not limited to, attorneys' fees) incurred in securing possession of the

Equipment; (ii) all costs and expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes incurred in the disposition of the Equipment; (iv) any Rental Payments payable hereunder to the end of the then-current fiscal year of Lessee; (v) the outstanding principal component of Rental Payments; and (vi) any other amounts then due hereunder. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv), (v) and (vi) have been met shall be paid to Lessee. No deficiency shall be allowed against Lessee, except with respect to any unpaid Rental Payments to the end of the then-current fiscal year of Lessee and unpaid costs and expenses incurred by Lessor in connection with the repossession and disposition of the Equipment; and

(c) Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default.

Section 10.03 Return of Equipment; Release of Lessee's Interest. Upon termination of this Agreement prior to the payment of all Rental Payments or the Purchase Price (whether as result of an Event of Nonappropriation or Event of Default), Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Section 6.01; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) return the Equipment to a location in the continental United States specified by Lessor, freight and insurance prepaid by Lessee. In addition, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein.

With respect to any provision of the Agreement requiring Lessee to return all or any portion of the Equipment to Lessor or to transfer title to all or any portion of the Equipment to Lessor, Lessee agrees to voluntarily do so. In the event that Lessee fails or refuses to return or transfer the Equipment or title thereto voluntarily as set forth above, Lessor acknowledges that the Agreement does not and shall not create a right in Lessor to involuntarily dispossess Lessee of title to or possession of all or any item of the Equipment. In lieu of such right Lessor shall be entitled to and Lessee agrees to pay to Lessor immediately, but only from legally available funds, the Purchase Price, plus any Rental Payments accrued and unpaid as of the date of such payment.

Section 10.04 Late Charge. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any Rental Payment or any other amount payable hereunder not paid on the date such payment is due at a rate equal the interest rate set forth on the Payment Schedule, plus 5% per annum, or the maximum amount permitted by law, whichever is less (the "Default Rate"), from such date.

Section 10.05 No Remedy Exclusive. Each of the rights and remedies under this Agreement is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

Section 10.06 Costs and Attorneys' Fees. Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable hereunder, all of Lessor's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid, and shall bear interest at the Default Rate. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial and on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 11.01 Notices. All notices, requests and other communications to either party hereunder shall be in writing and shall be given to such party at its address or telecopier number set forth on the signature pages hereof or such other address or telecopier number as such party may hereafter specify. Each such notice, request or other communication shall be effective (a) if given by certified mail, 72 hours after such communication is deposited with the United States Postal Service with first class postage prepaid, addressed as aforesaid or (b) if given by any other means, including e-mail or facsimile, when delivered at the address, email address or telecopier number specified on the signature pages hereto or to such other addresses or telecopier numbers as specified in writing by a party to the other party hereunder, as evidenced by a confirmation report.

Section 11.02 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Rental Payments hereunder.

Section 11.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Rules of Construction. Unless the context otherwise requires, (a) the singular of each term used in this Agreement includes the plural and the plural of each such term includes the singular, (b) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein), and shall include all exhibits, schedules, annexes and other attachments thereto, (c) the words "hereto," "herein," "hereof" and "hereunder," and words of similar import when used in this Agreement, shall be construed to refer to this Agreement in its entirety and not to any particular provision thereof, (d) any reference herein to any person shall be construed to include such person's successors and permitted assigns, (e) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (f) the terms "Article" and "Section" refer to an article or section of this Agreement and the terms "Exhibit" and "Schedule" refer to an exhibit or schedule to this Agreement, and (g) the symbol "\$" refers to United States dollars or such coin or currency as at the time of payment is legal tender for the payment of public and private debts in the United States of America

Section 11.05 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

Section 11.06 Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to perfect, confirm, establish, reestablish, continue or complete the interests of Lessor in this Agreement, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement.

Section 11.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.08 Waiver of Jury Trial. To the extent permitted by applicable law, Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

Section 11.09 Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein, in no event shall this Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees

in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce principal, and when no principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the Lease Term so that the interest is uniform through such term.

Section 11.10 USA Patriot Act Compliance Notification. Lessor hereby notifies Lessee that pursuant to the requirements of the USA PATRIOT Act (the "Patriot Act"), it is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act. Lessee shall, promptly upon Lessor's request, provide all documentation and other information that Lessor requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Section 11.11 Relationship of Parties. Lessee acknowledges and agrees that (i) this Agreement and the transactions related thereto is an arm's-length commercial transaction between Lessor and Lessee, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, Lessor is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of Lessee, (iii) Lessor has not assumed an advisory or fiduciary responsibility in favor of Lessee with respect to the transactions contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether Lessor or any affiliate thereof has provided other services or is currently providing other services to Lessee on other matters) and Lessor has no obligation to Lessee with respect to the transactions contemplated hereby except the obligations expressly set forth in this Agreement, and (iv) Lessee has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

Section 11.12 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

Section 11.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.14 Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts", if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee hereto have caused this Lease Purchase Agreement to be executed and delivered, all as of the date first above written.

Town of Lake Park, FL
Lessee

TD EQUIPMENT FINANCE, INC.
Lessor

By: _____
Name: Roger Michaud
Title: Mayor

Address:

535 Park Avenue
Lake Park, FL 33403

By: _____
Name:
Title:

Address:

9000 Atrium Way
Mount Laurel, NJ 08054

[Signature Page to Lease Purchase Agreement]

SCHEDULE 1

Equipment Schedule

1. Equipment Description: The Equipment consists of the following:

2026 Mack TE64R Sanitation Truck with Heil Front End Loader

VIN #: 1M2TE2GC5TM014608

2. Equipment Location: The Equipment is or will be located within the Town of Lake Park, FL

SCHEDULE 2

Payment Schedule

1. Closing Date: March 26, 2026
2. Funding Amount: \$376,065.00
3. Interest Rate: 3.52%
4. Rental Payments:

Payment Date	Rental Payment	Interest	Principal	Outstanding Balance
3/26/2026	\$0.00	\$0.00	\$0.00	\$376,065.00
9/26/2026	\$50,806.93	\$6,618.74	\$44,188.18	\$331,876.82
3/26/2027	\$50,806.93	\$5,841.03	\$44,965.89	\$286,910.93
9/26/2027	\$50,806.93	\$5,049.63	\$45,757.29	\$241,153.63
3/26/2028	\$50,806.93	\$4,244.30	\$46,562.62	\$194,591.01
9/26/2028	\$50,806.93	\$3,424.80	\$47,382.12	\$147,208.89
3/26/2029	\$50,806.93	\$2,590.88	\$48,216.05	\$98,992.84
9/26/2029	\$50,806.93	\$1,742.27	\$49,064.65	\$49,928.19
3/26/2030	\$50,806.93	\$878.74	\$49,928.19	\$0.00
Total	\$406,455.40	\$30,390.40	\$376,065.00	

5. Purchase Price: The Purchase Price is an amount equal to the greater of (i) 101% of the outstanding principal balance of the Rental Payments or (ii) the outstanding principal balance of the Rental Payments plus the Yield Maintenance Fee. As used herein, "Yield Maintenance Fee" means an amount equal to (i) the outstanding principal amount of the Rental Payments multiplied by (ii) the Interest Rate set forth above minus the bond equivalent yield for United States Treasury securities with a maturity date closest to the remaining Lease Term, and multiplied by (iii) the number of days in remaining in the Lease Term and divided by 360.

EXHIBIT A

**Form of
LESSEE RESOLUTION**

A RESOLUTION OF TOWN OF LAKE PARK, FL AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, TOWN OF LAKE PARK, FL, a body politic and corporate duly organized and existing as a political subdivision of the Florida ("Lessee"), is authorized by the laws of the State of Florida to purchase, acquire and lease personal property for the benefit of Lessee and to enter into contracts with respect thereto; and

WHEREAS, Lessee desires to purchase, acquire, finance and lease certain equipment with a cost not to exceed \$376,065.00 constituting personal property necessary for Lessee to perform essential governmental functions (the "Equipment"); and

WHEREAS, Lessee proposes to enter into that certain Lease Purchase Agreement (the "Agreement"), with TD Equipment Finance, Inc. ("Lessor"), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, the governing body of Lessee deems it for the benefit of Lessee and for the efficient and effective administration thereof to enter into the Agreement and any other documentation necessary, convenient or appropriate for the purpose of the financing the Equipment on the terms and conditions described therein;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE, that Lessee is hereby authorized to execute and deliver the Agreement with principal components of rental payments in an aggregate amount not to exceed \$376,065.00.

BE IT FURTHER RESOLVED, that the Agreement and the acquisition and financing of the Equipment under the terms and conditions as described in the Agreement are hereby approved. The Mayor of Lessee and any other officer of Lessee with the power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement and any and all instruments, documents and certificates which may be required by or provided for in the Agreement or as may otherwise be required for or necessary, convenient or appropriate to the financing described in this resolution together with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The Mayor of Lessee and any other officer of Lessee with the power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest the same.

BE IT FURTHER RESOLVED, that the proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

BE IT FURTHER RESOLVED, that pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), Lessee hereby specifically designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

BE IT FURTHER RESOLVED, that nothing contained in this resolution, the Agreement nor any other instrument shall be construed with respect to Lessee as incurring a pecuniary liability or charge upon the general credit of Lessee or against its taxing power, nor shall the breach of any agreement contained in this resolution, the Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Agreement are special limited obligations of Lessee as provided in the Agreement.

BE IT FURTHER RESOLVED, that if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

Adopted and approved by the governing body of Lessee this 26th day of March 2626

TOWN OF LAKE PARK, FL

By: _____
Name: Roger Michaud
Title: Mayor

EXHIBIT B

Form of

INCUMBENCY CERTIFICATE TOWN OF LAKE PARK, FL

The undersigned, the duly appointed and acting _____ of Town of Lake Park, FL ("Lessee") certifies as follows:

1. The individuals identified below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names.

2. The individuals identified below have the authority on behalf of Lessee to enter into that certain Lease Purchase Agreement, dated as of March 26, 2026 (the "Agreement") between such entity and TD Equipment Finance, Inc., and the documents, instruments and certificates contemplated therein.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Roger Michaud _____	Mayor _____	_____
_____	_____	_____
_____	_____	_____

3. Attached hereto as Exhibit A is a true and accurate copy of the resolution of Lessee dated as of March 26, 2026 approving the acquisition and financing of the property as described in the Agreement. The resolution is in full force and effect, have not been in any respect modified, revoked or rescinded and reflect all action taken by Lessee in connection with the approval of the financing contemplated by the Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of March 26, 2026.

By: _____
Name:
Title:

Form of

OPINION OF COUNSEL TO LESSEE
 [Place on Letterhead of Counsel to Lessee]

March 26, 2026

TD Equipment Finance, Inc.
 9000 Atrium Way
 Mount Laurel, NJ 08054

Re: Lease Purchase Agreement, dated as of [Date], between TD Equipment Finance, Inc.
 and Town of Lake Park, FL

Ladies and Gentlemen:

[I][We] have acted as counsel to Town of Lake Park, FL ("Lessee") in connection with the above-referenced transaction. In such capacity, [I][We] have reviewed (a) an executed counterpart of that certain Lease Purchase Agreement, dated as of March 26, 2026 (the "Agreement"), by and between TD Equipment Finance, Inc. ("Lessor") and Lessee, which, among other things, provides for the lease of certain property described therein (the "Equipment"), (b) an ordinance(s) or resolution(s) of the governing body of Lessee which, among other things, authorize(s) Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Agreement. Based upon foregoing, it is [my][our] opinion that:

1. Lessee is a political subdivision of the State of Florida (the "State") within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Agreement and to perform its obligations thereunder.

3. The Agreement has been duly authorized, executed and delivered by and on behalf of Lessee, and is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

4. The authorization and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.

5. The execution of the Agreement and the appropriation of moneys to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Agreement.

Very truly yours,

EXHIBIT D

Form of
ACCEPTANCE CERTIFICATE

TD Equipment Finance, Inc.
9000 Atrium Way
Mount Laurel, NJ 08054

Re: Lease Purchase Agreement dated as of [Date] (the "Agreement") between TD Equipment Finance, Inc. and Town of Lake Park, FL ("Lessee")

Ladies and Gentlemen:

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee and, with respect to the above-referenced Agreement, that:

1. The Equipment subject to the Agreement has been delivered and installed, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date hereof.

2. Attached hereto are true and correct copies of the manufacturers' and dealers' invoices for the Equipment.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current fiscal year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current fiscal year.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists on the date hereof.

Date: _____

TOWN OF LAKE PARK, FL

By: _____

Name: Roger Michaud

Title: Mayor

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19a If bonds are TANs or RANs, check only box 19a	► <input type="checkbox"/>		
b If bonds are BANs, check only box 19b	► <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box	► <input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22	Proceeds used for accrued interest		22
23	Issue price of entire issue (enter amount from line 21, column (b))		23
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	
29	Total (add lines 24 through 28)		29
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . ► _____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . ► _____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . ► _____
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	Date	▶ _____ Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

APPROPRIATION CERTIFICATE

TD Equipment Finance, Inc., as Lessor
9000 Atrium Way
Mount Laurel, NJ 08054

Re: Lease Purchase Agreement, dated as of March 26, 2026 (the "Agreement"), by and between TOWN OF LAKE PARK, FL, as Lessee

To Whom It May Concern:

The undersigned Lessee hereby certifies that all Rental Payments (in the amount of \$50,806.93 due under the Agreement, for the Lessee's fiscal year ending September 30, 2026, are within the Lessee's operating budget or budgets for such period, and an appropriation of funds for such year has been made for such purpose and is available therefor.

LESSEE:
TOWN OF LAKE PARK, FL

By: _____

Name: Roger Michaud

Title: Mayor



Equipment Finance

Schedule #:

Attached to and forming a part of the Lease Purchase Agreement dated as of _____ (“Lease”) by and between _____ (“Lessee”) and TD Equipment Finance, Inc. (“Lessor”):

Notwithstanding any language in the lease to the contrary, it is agreed that title to the vehicle(s) will be in the name of the Lessee.

Please note; within 60 days of commencement of the Lease between _____ and TD Equipment Finance, Inc., ALL vehicles must be titled listing **TD Equipment Finance, Inc.** as first lienholder.

Lessor recommends Lessee process titling applications electronically with appropriate Department of Motor Vehicle (DMV) to facilitate compliance with the 60 day requirement noted above. If electronic filing is unavailable, Lessee shall provide Lessor proper title, showing **TD Equipment Finance, Inc.**, as first lienholder, within 60 days of the DMV resuming business as usual.

Failure to comply will be an event of default under the Lease between the parties. Please send us a copy of the title application and lienholder paperwork as soon as it is available.

All other terms and conditions of the Lease remain unchanged and in full force and effect and are hereby ratified.

LESSEE:

By: _____

Name:

Title:

LESSOR:

TD EQUIPMENT FINANCE, INC.

By: _____

Name: _____

Title: _____

**NJ Corp. Code- 866313347080540
PA ELT- 52230435101
NY ELT- 67171
VA ELT- EFI05
NC ELT-33746426
FL ELT- 234248473**

**AZ ELT- 010381697
MA ELT-C28701
LA ELT-ECTN
GA ELT-001115109498
MD ELT-0734
SC ELT-34125651**

IF THE NOTICES OF LIEN/TITLES ARE NOT RECEIVED WITHIN THE ALLOTTED 60 DAY TIME FRAME, A FEE IN THE AMOUNT OF \$150.00 PER TITLE WILL BE CHARGED BY TD EQUIPMENT FINANCE, INC. TO RECORD THE LIEN ON YOUR BEHALF.



Equipment Finance

9000 Atrium Way
Mount Laurel, NJ 08054

Lease # 50001808

BILLING INSTRUCTIONS

Accounts Payable Information:

Contact name:	_____	Phone Number:	_____
Billing Address	_____	Fax Number:	_____
City, St, Zip:	_____	Email Address	_____

Payment Type: Check Wire ACH **Debit Authorization below- No invoices will be sent)**

Sales Tax Exempt: *A current copy of a tax exemption certificate is required for each state in which the equipment is located.*

If paid by check: All payments should be mailed to:
 TD Equipment Finance, Inc.
 PO Box 71405
 Philadelphia, PA 19176-1405

Other Billing Comments: _____

AUTO DEBIT AUTHORIZATION

By signing below, Lessee authorizes TD Equipment Finance, Inc. to debit my lease payments, fees and any other open items from the account provided below. This process will start with the first pay due 09/26/2026.

Checking Account Number: _____
 Bank (if other than TD Bank, NA): _____
 ABA (Routing) Number: _____

****Please provide a copy of a voided check for any non-TD Bank account****

LESSEE: TOWN OF LAKE PARK, FL
 By: _____
 Name: Roger Michaud
 Title: Mayor

INSURANCE AUTHORIZATION

*****Please be advised that we are unable to release any funds to you or your vendor(s) unless we have a valid Certificate of Insurance. Please contact your agent and have them forward a Certificate to our office immediately. If you have any questions, please call me at (856) 433-2391.**

To Whom It May Concern:

This is to advise you that _____
Insurance Agent AND contact name

Address City State Zip Code
_____ is my authorized

Telephone and Fax Number _____, Email _____
agent.

Please contact your agent and ask them to provide a Certificate of Insurance showing the coverage provided, the expiration date, policy number and the equipment covered.

Our insurance requirements are as follows:

I. INSURED:

TD Equipment Finance, Inc., its successors and assigns ("Lessor")
9000 Atrium Way
Mount Laurel, NJ 08054
Phone: (856) 433-2391

Required:

I. VEHICLES LICENSED FOR USE ON PUBLIC ROADWAYS:

a. Automobile Liability Insurance

i. Lessor **must** be named **Additional Insured** as their interests may appear. **\$1,000,000**
Auto Liability is required.

b. Physical Damage Insurance: Collision and Comprehensive Coverage.

i. Lessor **must** be named as **Loss Payee**. The insurance is required in an amount equal to your equipment cost of \$376,065.00 or actual cash value, whichever is the greater.

II. EQUIPMENT:

a. General Liability Insurance

i. Lessor **must** be named **Additional Insured** as their interests may appear. **\$1,000,000**
General Liability is required.

b. Property / Physical Damage Insurance:

i. Lessor **must** be named as **Lender's Loss Payee**. The insurance is required in an amount equal to your equipment cost of \$376,065.00 or replacement cost value, whichever is the greater.

III. IF A DEDUCTIBLE OR RETENTION IS APPLICABLE, IT MUST BE INCLUDED ON THE CERTIFICATE.

IV. NOTICE OF CANCELLATION:

a. 30-Days Notice of Cancellation is required.

V. DESCRIPTION OF EQUIPMENT:

a. A Description of Equipment Covered **must** be provided on the Certificate or please reference Lease #50001808 Attach a copy of the Schedule 1, if applicable.

By signing below, we signify that we have contacted our insurance agent and will provide the above coverage and evidence of same will be forwarded to you immediately.

LESSEE: TOWN OF LAKE PARK, FL

By: _____

Name: Richard Michaud

Title: Mayor

Lease Purchase Agreement
PAYMENT PROCEEDS AUTHORIZATION

Lease Purchase Agreement #: 50001808

Proceeds of funds are to be disbursed as follows:

Nextran Truck Centers - Riviera Beach	\$376,065.00
---------------------------------------	--------------

Total \$376,065.00

Acknowledged and Agreed to:

LESSEE:

TOWN OF LAKE PARK, FL

By: _____

Name: Roger Michaud

Title: Mayor

(Rev. October 2021)

Under Internal Revenue Code section 149(e) See separate instructions.

OMB No. 1545-0047

Department of the Treasury Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC. Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority. Includes fields for Issuer's name (Town of Lake Park), EIN (59-6000355), Name of person (Thomas Baird), Telephone number (561-659-3000), Address (535 Park Ave), Date of issue (3/26/26), Name of issue (Sanitation Truck Lease Purchase Agreement #50001808), and Officer name (Barbara Gould).

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule. Includes categories 11-18 and checkboxes for 19a, 19b, and 20. Total amount: 376,065.

Part III Description of Bonds. Complete for the entire issue for which this form is being filed. Table with columns: (a) Final maturity date, (b) Issue price, (c) Stated redemption price at maturity, (d) Weighted average maturity, (e) Yield. Row 21: 3/26/2030, \$376,065, \$376,065, 4 years, 3.52%.

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount). Includes fields 22-30 for various uses of proceeds. Total (line 29): 0. Nonrefunding proceeds (line 30): 376,065.

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. Includes fields 31-34 for maturity and issue dates.

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form 8038-G (Rev. 10-2021)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
 - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
 - c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ▶ _____
 - d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a** If the issuer has identified a hedge, check here and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
 - b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ **Mayor Roger Michaud**
 Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶			Firm's EIN ▶	
	Firm's address ▶			Phone no.	



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2026

Finance Finance

Agenda Title: Presentation – Town of Lake Park FY 2027 Budget Calendar

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

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

Account Number: NA **Finance Signature:** Barbara A. Gould

Advertised: _____

Date: _____ **Newspaper:** _____

Attachments: Attachment “A” Budget Calendar

Please initial one:

_____ Yes, I have notified everyone.

_____ Not applicable in this case

Summary Explanation/Background:

The proposed FY 2027 Budget Calendar is being provided to the Town Commission outlining the planned (upcoming) budget deadlines for submittal, discussion, approval and adoption.

Recommendation:

The Town Commission consider, discuss and provide input/direction on the proposed FY 2027 Budget Calendar.



Town of Lake Park

Proposed Budget Calendar

Fiscal Year 2026-2027

Calendar Subject to Change

Date	Responsible Party	Budget Action
Tuesday, February 24, 2026	Finance	Issue CIP Plan proforma for review; make known changes to costs, timeframe or funding, add new projects with expected funding
Wednesday, February 25, 2026	Finance	Issue requests for New Personnel/Personnel Reclassification (provide justification, main responsibilities, proposed pay grade, salary & benefits cost)
Friday, March 6, 2026	Department Heads	CIP Plan due back from Dept. Heads
Tuesday, March 10, 2026	Department Heads	Personnel requests due back from Dept. Heads
Thursday, March 12, 2026	Town Manager	Budget Direction for Dept. Heads during monthly budget training
Tuesday, March 17, 2026	Finance	Complete draft CIP Plan & Personnel Section of budget for TM review
Wednesday, March 18, 2026	Finance, Public Works	Non-Ad-Valorem (NAV) Training
Thursday, March 19, 2026	Town Manager	Review & approve proposed CIP plan/Personnel requests
Monday, March 23, 2026	Finance	Provide CIP blurb to Janet Perry for TM announcements
Tuesday, March 24, 2026	Finance	Update CIP Plan & Personnel Section of budget with TM approved changes
Thursday, March 26, 2026	Finance	Provide budget worksheets to Dept. Heads
Wednesday, April 1, 2026	Town Manager	Request Town Commission Priorities (Programs, Events & Capital Projects/Equipment) to be emailed to Town Manager no later than April 16, 2026
Wednesday, April 1, 2026	Human Resources	Deadline to Submit Tuition Reimbursement Requests
Wednesday, April 1, 2026	Finance	Request Preliminary Budget Cover from Communications & Grants (for May 15th)
Thursday, April 9, 2026	Finance	CIP Reviewed by Finance with Comments to Department Heads for Clarifications/Changes
Wednesday, April 15, 2026	Finance	Preliminary Revenue Budget (Based Upon Available Information)
Wednesday, April 15, 2026	Department Heads	Submit Department Operating Budgets to Finance
Wednesday, April 15, 2026	Town Commission	Present FY 2026 CIP Plan (Current Year) Update/Status
Thursday, April 16, 2026	Town Commission	Receive Town Commission Priorities (Programs, Events & Capital Projects/Equipment)
Tuesday, April 21, 2026	Department Heads	Submit Finalized CIP Plans to Finance

Monday, April 27, 2026	Department Heads	Submit Finalized CIP Plans to Finance	Item 18.
Monday, April 27, 2026	Department Heads	Submit Draft FY 2027 Budget to Finance	
May 10 - 15, 2026	-----	Annual Governor's Hurricane Conference	
Wednesday, May 20, 2026	Town Commission	Approve FY 2027 CIP Plan	
May 11 -22, 2026	Department Heads	One on One with Department Heads (First Review) in Conference Room	
May 26 - 29, 2026	Department Heads, Finance	Revise Budgets As Needed	
May 28 -31, 2026	-----	Florida City and County Management Association Conference (FCCMA)	
Friday, May 29, 2026	PBC BOCC	Release of NAV file for taxing authorities	
Tuesday, June 2, 2026	Finance	Estimate of Taxable Value from Property Appraiser	
Tuesday, June 2, 2026	Finance	Update Revenue Section of Budget	
Wednesday, June 3, 2026	Communications & Grants	Provide Preliminary Budget Cover to Finance	
June 3 - 12, 2026	Town Manager	Town Manager Review of Proposed FY 2027 Budget	
June 22 - 26 2026	Finance	Follow up meetings with Dept. Head on any issues	
Thursday, June 25, 2026	Finance	State of Florida's Office of Economic & Demographic Research expected to release adjusted population estimates and fiscal impacts to state & local revenues from enacted legislation	
Wednesday, July 1, 2026	Property Appraiser	Property Appraiser Submits Certificate of Taxable Value (DR420)	
Wednesday, July 1, 2026	-----	Trim Process Begins (July 1 or date of certification, whichever is later)	
Thursday, July 9, 2026	Town Manager, Finance	Provide Proposed FY 2027 Town of Lake Park Budget to Commission (Electronic Version Only)	
Wednesday, July 15, 2026	Town Commission	Establish Tentative Millage Rate and Set the Date, Time and Place of the 1st Public Hearing for FY 2027 Budget (Sanitation & Stormwater Rates Not Required to be Approved Until New Study is Completed)	
July 20 - July 24, 2026	Town Commission, CRA Board, Town Manager, Finance	One on One Meetings with Town Commission	
July 20 - July 24, 2026	Town Commission, CRA Board, Town Manager, Finance	One on One Meetings with CRA Board	
Monday, July 27, 2026	Finance	State of Florida's Office of Economic & Demographic Research expected to release revenue estimates for 2026-2027	
Wednesday, August 5, 2026	Finance	Submit to Florida Department of Revenue - Complete Requisite TRIM Form(s) (TRIM Prior Year Millage Rate, Current Year Proposed Millage Rate, Current Year Rolled-Back Rate and Date, Time & Meeting Place of the 1st Budget Hearing)	
Wednesday, August 5, 2026 - 5:00 P.M. (Town Commission Chambers)	Town Commission, Town Manager, Finance, Department Heads	Town Manager to Present Final Budget, Town Commission to Hold 1st Budget Workshop (Non-General Fund), CRA Board to Tentatively Hold Budget Workshop	

Tentative - Wednesday, August 5, 2026 - 6:30 P.M. (Town Commission Chambers)	CRA Board, Executive Director, Finance, Department Heads	CRA Board to Tentatively Hold Budget Workshop	Item 18.
August 13 - 15, 2026	-----	Florida League of Cities (FLC) Annual Conference	
Tentative - Wednesday, August 10, 2026 - 5:00 P.M. (Town Commission Chambers)	Town Commission, Town Manager, Finance, Department Heads	Town Commission to Hold 2nd Budget Workshop (General Fund), if needed	
Tentative - Wednesday, August 19, 2026 - 5:00 P.M. (Town Commission Chambers)	Town Commission, Town Manager, Finance, Department Heads	Town Commission to Hold 3rd Budget Workshop (General Fund), if needed	
Wednesday, August 19, 2026	CRA Board	CRA Board meeting to review and approve FY 2027 Budget	
Monday, August 24, 2026	PBC BOCC	Last Date for Property Appraiser to Mail Notice of Proposed Property Taxes	
Wednesday, September 2, 2026	Town Commission	Approve Updated Town Fee Schedule with Effective Date of October 1, 2026	
Tuesday, September 8, 2026	Public Works	Submit NAV 2025 Tax Roll Certification in ISS to Palm Beach County	
Tuesday, September 8, 2026 - 6:30 P.M. (Town Commission Chambers)	Town Commission	1st Public Hearing on FY 2027 Budget; Adoption of Tentative Millage Rate and Proposed Operating Budget. *State Law Requires the Town Meeting not be Held at the Same Time as PBC Board of County Commission (9/3/2026 and 9/15/2026) or PBC School District (7/29/2026 & 9/9/2026)	
Tuesday, September 15, 2026	Public Works	Send NAV Certification of Data form to Tax Collector	
Monday, September 14, 2026	Finance	Publish TRIM FY 2027 Budget Ad in Newspaper of General Circulation	
Wednesday, September 16, 2026 - 6:30 P.M. (Town Commission Chambers)	Town Commission	2nd & Final Public Hearing on FY 2027 Budget; Adoption of Millage Rate and Proposed Operating Budget *State Law Requires the Town Meeting not be Held at the Same Time as PBC Board of County Commission (9/3/2026 and 9/15/2026) or PBC School District (7/29/2026 & 9/9/2026)	
Tuesday, September 22, 2026	Finance	Forward Resolution Adopting Final Millage Rate to Property Appraiser, Tax Collector & Dept of Revenue	
ASAP after 9/22/2026	Finance	Submit to Florida Department of Revenue - Proof of Publication (newspaper certifies) and entire page(s) from all newspaper FY 2027 Budget ads, Ordinance of Final Millage, Ordinance Adopting FY 2027 Budget	
ASAP after 9/22/2026	Finance	Certify Budget & Millage Rate to PBC Tax Collector and Taxing Authorities	
ASAP after 9/22/2026	Finance	Submit CRA Budget to Palm Beach County and other agencies	528
ASAP after 9/22/2027	Finance	Post FY 2027 Budget on Town Website in Accordance with State Law	

PBC BOCC
PBC School Board

Tentative Budget Meeting - 9/3/2026 & Final Budget Meeting- 9/15/2026
Tentative Budget Meeting - 7/29/2026 & Final Budget Meeting - 9/9/2026

Item 18.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Public Works

Agenda Title: Emergency Equipment Rental – Front-End Loader Sanitation Collection Vehicle – Big Truck Rental - \$11,500 (\$9,100 per month)

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

Cost of Item: \$11,500.00 **Funding Source:** Sanitation Fund

Account Number: 404-44100 (Rentals) **Finance Signature:** Barbara A Gould

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

Attachments: Big Truck Rental Inc. quote
Certificate of Coverage

Please initial one:
_____ Yes, I have notified everyone.
X Not applicable in this case

Summary Explanation/Background:

The Public Works Department has a need to lease/rent a front-end loader sanitation collection vehicle to ensure continued commercial solid waste collection services throughout the Town, which has resulted due to Unit #70 being out of service.

To prevent an interruption in service and avoid negative public health, safety, and operational impacts, Public Works staff is proceeding with an emergency rental of one front-end loader from Big Truck Rental. The rental is necessary to ensure continuity of solid waste collection operations while the Town’s units are being evaluated and repaired.

Note: Currently, Front-End Loader Unit #44 is being repaired and nit #56 has begun showing transmission-related issues and may also need to be removed from service. Thus, the Town's operational redundancy has been exhausted and the Public Works Department has reached a critical stage in its ability to maintain essential sanitation services due to the dated and failing equipment.

As a result, the Public Works Department has requested the Town Manager to authorize an emergency purchase/rental in accordance with the Town's Purchasing Code, Sec. 2-249. Alternative Source Selection:

2. Emergency Purchase: The Purchasing Agent may authorize an emergency purchase when a declaration of emergency has been issued or there is a threat of other substantial or potential loss to the Town that requires urgent action.

Funding for this emergency purchase is expected to be obtained from the following source:

- \$11,500 (Rental Cost - \$9,100 plus Transportation Cost - \$2,400) - FY 2026 Budget – Sanitation Fund - Rentals - Account 404-534-404-44100

Although this purchase is being requested to be approved as an Emergency Purchase under the Town's Purchasing Code, staff will continue to ensure that the proposed purchase will meet all requirements (as available) as provided within Sec. 2-246. Thresholds for the procurement of goods and services.

1. For goods and services with a value greater \$10,000, but less than \$35,000 (including posting on the Town's website, etc.).

The proposed Emergency Purchase has been prepared by Big Truck Rental and reviewed by the Public Works Director, the Operations Manager, the Finance Director and the Town Attorney.

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

Recommendation

I move to approve the Emergency Purchase and authorize the Town Manager to execute an emergency purchase agreement with Big Truck Rental, LLC to provide a front-end loader sanitation collection vehicle for the immediate rental, in the amount of \$11,500 (\$9,100 per month) in accordance with the Town's Purchasing Code, Sec. 2-249, Alternative Source Selection - Emergency Purchase.



Company Address 4221 W. Boy Scout Blvd
Suite 400
Tampa, FL 33607

Created Date 3/16/2026
Email barthur@bigtruckrental.com
Quote Number 00081975

Prepared By Brianna Arthur

CUSTOMER INFORMATION

Billing Customer Town of Lake Park
Billing Contact Paul Mathis
Billing Address Finance Department
535 Park Ave
Lake Park FL 33403

Rental Customer Town of Lake Park
Shipping Contact Paul Mathis
Shipping Address 650 Old Dixie HWY
Lake Park FL 33403
United States

Billing Email garage@lakeparkflorida.gov
Billing Phone (561) 722-9034
Billing Mobile 5617220209

Shipping Email garage@lakeparkflorida.gov
Shipping Phone (561) 722-9034
Shipping Mobile 5617220209

Product Details

Asset Number	Year	Chassis Make	Chassis Model	Chassis Vin	Product Family	License Plate	Truck Location
2025026	2026	Mack	Terrapro 64R	1M2TE2GC6TM013676	Front Loader	DD49FN	9545 Plaza Circle El Paso, TX 79927 United States

Pricing Details

Asset Number	Line Item Description	Quantity	Sales Price	Total Product Price	Transportation Cost	Rental Start Date	Rental End Date
2025026	Front Loader Rental on a multi-weekly basis	4.00	\$2,275.00	\$9,100.00	\$2,400.00	3/23/2026	4/19/2026

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal \$9,100.00 Total Amount Due \$11,500.00
Total Security Deposit \$0.00
Total Transportation Cost \$2,400.00

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms Pricing is for a 4-week rental period for (1) Front Loader and is based on OMNIA Partners National Cooperative Contract #2019000319.

Roundtrip freight shown is estimated and will not exceed \$2400.00

RENTAL REMINDERS



MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (1/2) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

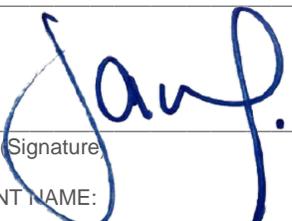
GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

CUSTOMER

CUSTOMER NAME:
Town of Lake Park

PURCHASE ORDER #:

BY: 
Signature

DATE: _____

PRINT NAME:
Jaime J. Morales

TAX ID #: _____

STATE: _____

TITLE:
Department of Public Works Director

____ Initial here acknowledging you have read Section 6 on maintenance responsibility in the Master Agreement.

Please sign quote and email to btrsales@bigtruckrental.com or fax to (813) 261-0821.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Community Redevelopment Agency (CRA)
FY 2025 Lake Park CRA Annual Report – Accept & Submit to
Agenda Title: Appropriate and Required Taxing Authorities

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

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

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

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

Advertised:

Date: _____ **Newspaper:** _____

Attachments: _____

Please initial one:

_____ Yes I have notified everyone

X _____ Not applicable in this case

Summary Explanation/Background:

The Town Commission is requested to review and consider submittal of the Fiscal Year 2025 Lake Park Community Redevelopment Agency Annual Report to the appropriate and required taxing authorities.

The Annual Report provides an overview of redevelopment activities, economic development initiatives, capital projects, and financial performance within the Lake Park CRA district during the fiscal year ending September 30, 2025.

During FY 2025, the CRA continued to advance redevelopment initiatives that strengthen the tax base, support local businesses and enhance the downtown area within Lake Park. Major accomplishments highlighted in the report include, but are not limited to, the following:

- Completion and grand opening of Culinary Crossroads (1301 10th Street) – \$11.2 million public-private redevelopment project anchored by Oceana Coffee that created more than 60 jobs.
Note: This project was recognized by the Florida Redevelopment Association (FRA) and received the Roy F. Kenzie Award during the FRA’s Annual Conference in the summer of 2025
- Continued private investment and façade improvements along Park Avenue and 10th Street that was supported with CRA redevelopment grant funding
- Advancement of various capital improvements within the CRA district, including the Bert Bostrom Green Infrastructure Project and design of future 10th Street Streetscape Enhancement Project
- Continued activation of Downtown Lake Park through events, marketing and business support, including the Rust Market and expanded holiday programming, both of which attracts thousands of visitors
- Began the development of the Master Plan (including potential capital improvements) within the Town’s Bert Bostrom Park to promote green space and community recreation areas within the CRA district
- Twenty-one (21) new businesses opened within the CRA district, with the majority located along Park Avenue
- Total tax increment revenues reached approximately \$3.07 million (Town Contribution - \$2,012,287 and PBC Contribution - \$1,049,177, representing a 17.3% increase over the prior year

Note: The FY 2025 Lake Park CRA Annual Report will be presented to the CRA Board on March 25, 2026, following the submission to the Town Commission for approval (due to scheduling). As a result, the Town Commission is recommended to approve the acceptance of the FY 2025 Lake Park CRA Annual Report subject to the Lake Park CRA providing a recommendation to the Town Commission to accept and submit the Annual Report to all appropriate and required taxing authorities.

If approved by the Lake Park CRA, the proposed FY 2025 CRA Annual Report will be submitted to the Town Commission for consideration and acceptance to submit the Annual Report to all appropriate and required taxing authorities. Additionally, if approved, the Annual Report will be included within the Lake Park CRA’s website prior to March 31, 2026.

Recommended Motion:

I move to accept the FY 2025 Lake Park CRA Annual Report (with any changes recommended by the CRA Board) and authorize the CRA to submit the Annual Report to the appropriate and required taxing authorities.

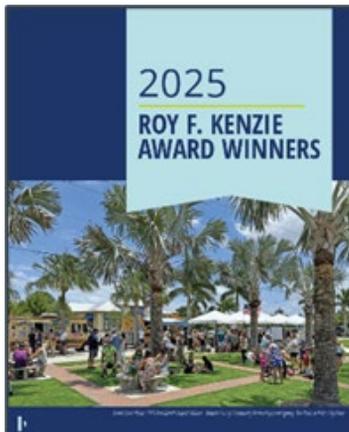


Annual Report for the Fiscal Year Ending September 30, 2025



LOVING LIVING LEADING LAVISH
LIVELY LEARNING LIKING LOCAL
LODGING LYRICAL LOYAL LISTED
LIMITLESS LIFELONG LAUGHING
LINKING LEISURE LAKE PARK

THE
RUST MARKET
LAKE PARK
FIRST MARKET OF THE SEASON!
SATURDAY, SEPTEMBER 20TH • 9AM-2PM



BOARD OF DIRECTORS

Board of Directors

ROGER MICHAUD
CHAIR



rmichaud@lakeparkflorida.gov



MICHAEL HENSLEY
VICE-CHAIR



mhensley@lakeparkflorida.gov

LOVING LIVING LEADING LAVISH
LIVELY LEARNING LIKING LOCAL
LODGING LYRICAL LOYAL LISTED
LIMITLESS LIFELONG LAUGHING
LINKING LEISURE LAKE PARK

Town of Lake Park
Community Redevelopment Agency
800 Park Avenue
Lake Park, FL 33403
(561) 881-3300
www.lakeparkflorida.org

JOHN LINDEN
BOARD MEMBER



jlinden@lakeparkflorida.gov

MICHAEL O'ROURKE
BOARD MEMBER



morourke@lakeparkflorida.gov

JUDITH THOMAS
BOARD MEMBER



jthomas@lakeparkflorida.gov

LETTER FROM THE CRA EXECUTIVE DIRECTOR

Letter from the CRA Executive Director



March 2026

The Lake Park Community Redevelopment Agency (CRA) continues to advance its mission of strengthening neighborhoods, supporting local businesses, and enhancing quality of life throughout the redevelopment area.

The CRA area experienced significant increases in taxable value, reflecting continued reinvestment and private-sector confidence. Total tax increment revenues have increased to over \$3.07 million for FY 2026, a 17.3% increase over FY 2025. This steady expansion of the tax base strengthens the CRA's ability to reinvest in infrastructure, business development, and placemaking initiatives.

A defining achievement this year was the completion and grand opening of Culinary Crossroads at 1301 10th Street, anchored by Oceana Coffee. This \$11.2 million public-private partnership revitalized a long-vacant property and introduced a dynamic headquarters, commercial kitchen incubator, and beverage canning operation. The project created more than 60 jobs and is projected to generate over \$100,000 annually in new tax increment revenue. In recognition of its innovation and impact, the project received the prestigious Roy F. Kenzie Award from the Florida Redevelopment Association.

Downtown activation remains a top priority. The Rust Market continued to attract residents and visitors while supporting local vendors and entrepreneurs. Expanded holiday lighting and programming attracted more than 31,000 visitors during the season, with measurable year-over-year increases in December foot traffic. In fiscal year 2024–2025 alone, 21 new businesses opened within the CRA, with 18 located on Park Avenue, reinforcing Downtown Lake Park as a growing destination.

Major infrastructure initiatives also moved forward. The Bert Bostrom Green Infrastructure Project introduced a state-of-the-art stormwater management system that enhances environmental resilience while restoring athletic fields and park amenities. Planning is now underway for the Park's long-term Master Plan. Design has also begun for streetscape improvements along 10th Street South to enhance walkability, drainage, shade, and overall downtown character.

As we look ahead, we remain focused on strategic investments that expand the tax base, strengthen neighborhoods, and create a vibrant, welcoming environment for residents, businesses, and visitors alike.

Respectfully Submitted,

Richard Reade

Richard Reade

Executive Director, Lake Park CRA



TABLE OF CONTENTS

BOARD OF DIRECTORS	1
LETTER FROM THE CRA EXECUTIVE DIRECTOR	2
TABLE OF CONTENTS	3
LAKE PARK CRA	5
BACKGROUND	5
WHAT IS A CRA?	5
WHY DOES LAKE PARK HAVE A CRA?	6
WHY DID THE LAKE PARK CRA EXPAND ITS BOUNDARIES IN 2023?	6
WHEN DOES THE CRA SUNSET (EXPIRE)?	7
REDEVELOPMENT AREA	7
POWERS	7
FUNDING SOURCE	8
TAX BASE	9
TAXPAYER CONCENTRATION	10
TAXABLE VALUES BY USE TYPE	11
PARCELS BY USE TYPE	12
MILLAGE RATES	13
TAX INCREMENT REVENUES	14
ACCOMPLISHMENTS AND ACTIVITY STATUS UPDATES	15
<i>Redevelopment Projects</i>	15
1301 10 th Street	15
796 10 th Street	16
832 Park Avenue	17
<i>Capital Projects</i>	18
311 7 th Street	18
10 th Street South	19

TABLE OF CONTENTS

Downtown Lake Park..... 19

 Downtown Lake Park Foot Traffic Analysis..... 20

 Rust Market..... 20

Redevelopment Grants and Incentives..... 22

 Redevelopment Grant and Incentive Portfolio 22

 Redevelopment Grant and Incentive awards in Fiscal Year 2025 23

Culinary Crossroads/Oceana Coffee Ribbon Cutting Ceremony..... 27

Florida Redevelopment Association (FRA) Award 28

New Business Activity..... 29

Holiday Display..... 29

Marketing Plan 31

Social Media 32

CRA Goals and Objectives..... 33

PERFORMANCE DATA 34

FINANCIAL STATEMENTS 38



LAKE PARK CRA

Lake Park CRA

Background

The Town of Lake Park, formerly Kelsey City, was one of Florida's first master-planned communities. The Town was founded by Harry Kelsey who dreamed of creating a resort mecca and winter playground. Kelsey sought help from the Olmsted Brothers, sons of Frederick Law Olmsted, to design the Town.

In the early 1900s, Kelsey City attracted nationwide attention as a revolutionary town experiencing exceptional growth, and in 1923 the Town was officially incorporated.

The Florida land boom started to slow in 1925, and a devastating hurricane in 1928 coupled with the stock market crash in 1929 devastated the local economy, forcing many businesses and residents to leave the state. In 1939, Kelsey City was renamed to the Town of Lake Park in an effort to revitalize the community.

Lake Park experienced a resurgence in the 1950s as, after World War 2, many military personnel and their families began to locate in the Town. Multi-millionaire John D. MacArthur began investing large sums of money in Lake Park and aircraft manufacturer Pratt & Whitney opened a plant nearby.

The 1980s brought another period of decline to Lake Park. Most of the land had been built out with an aging housing stock. The Town had a tough time remaining competitive with the newer communities in the region, and the introduction of regional shopping centers hurt the Town's Downtown.

In 1996, the Town created the Lake Park Community Redevelopment Agency to address the area's blight and to revitalize the Town's core along Park Avenue, 10th Street, and Old Dixie Highway. In 2023, the Town expanded the Lake Park Community Redevelopment Agency to encompass two bordering areas: 10th Court Area (26 acres) and Silver Beach Road Area (41 acres).

What is a CRA?

Once a municipality or county determines that there are one or more areas within its borders that need rehabilitation, conservation, or redevelopment, Florida statutes allow for the creation of a Community Redevelopment Agency (CRA). A CRA is an independent local government agency of 5-7 members that fosters the collaborative efforts of residents, businesses, property owners, and other organizations to implement community redevelopment efforts. The Town of Lake Park Commission serves as the Lake Park CRA Board. After the CRA is established, it is required to prepare and adopt a redevelopment plan

LAKE PARK CRA

that includes public safety, economic development, affordable housing, downtown marketing, and historic preservation. The creation and adoption of the Community Redevelopment Plan is a critical step to improve the economic conditions and quality of life of its residents, business owners, and stakeholders, as the Plan is a guiding document that provides a toolkit for implementation. The Lake Park CRA's current Redevelopment Plan was adopted in 2022.

Why does Lake Park have a CRA?

The original Lake Park CRA was adopted in 1996 as a proactive approach to reverse the Town's declining fortunes and restore a sense of place and community through revitalization of the physical and economic environment in the designated areas. In 1996, the Lake Park CRA Board presented a plan that served as the framework for programming redevelopment activities and implementing specific projects designed to leverage or stimulate public interest and private investment that is necessary for revitalization. Redevelopment is one of the best ways to instill new life into areas stricken by social, physical, environmental, or economic conditions that negatively impact the possibility of new investment by private enterprises. The targeted areas receive focused attention and financial investment that reverse the destructive trends, create jobs, restore a business climate, rehabilitate, and increase housing, and inspire active participation and investment by residents, businesses, and organizations that would otherwise not occur.

Why did the Lake Park CRA expand its boundaries in 2023?

The Lake Park CRA desires for all its residents to reach their full potential through deserved revitalization and economic growth. Over the last decade, many areas of Lake Park rebounded effectively from the 2008 recession and recently from the 2020 pandemic. Yet, in keeping with past Florida cycles of redevelopment, certain neighborhoods have had more challenges and have not organically responded to shorter term economic rebounds led by venture capital and real estate market flips.

Without intervention now, slum and blighted areas impose more onerous burdens onto the community, decrease the tax base, and constitute safety and public health menaces to the welfare of residents. Small business owners and residents have endured recent periods of high interest rates, high inflation, labor shortages, etc. Moreover, the expansion areas have had longstanding barriers to equity investment. All these situations affect the output, success, and advancement in Lake Park.

To combat the deleterious issues noted above, the Town expanded the Lake Park CRA in 2023 to encompass two bordering areas: 10th Court Area (26 acres) and Silver Beach Road Area (41 acres).

LAKE PARK CRA

When does the CRA sunset (expire)?

The Lake Park CRA (all areas) sunsets on September 30, 2039.

Redevelopment Area



Powers

Lake Park CRA monies may be expended as described in the Redevelopment Plan for multiple purposes, including, but not limited to:

- Installation, construction, or reconstruction of streets, utilities, facilities, parks, and playgrounds that further the objectives of the Redevelopment Plan.
- The acquisition and disposition of real property in the Lake Park CRA.
- The development of affordable housing within the Lake Park CRA.
- The development of community policing innovations within the Lake Park CRA.

LAKE PARK CRA

- Professional services including redevelopment planning, surveys, and financial analysis as well as administrative and overhead expenses necessary or incidental to implementation of the Redevelopment Plan.
- All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other form of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness.
- The repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness.

Funding Source

The primary funding source available to the Lake Park CRA consists of tax increment revenues. Tax increment revenues are a unique tool available to cities and counties for redevelopment activities and are used to leverage public funds to promote private sector activity in the targeted redevelopment area. The taxable value of all real property in the redevelopment area is determined as of a fixed date¹, also known as the “base year” value. The base year values of the Lake Park CRA are as follows:

- Original CRA Area: 56,070,754.
- Expanded CRA Area: 49,956,035, with a base year of 2024 (fiscal year 2025), and is composed of the following:
 - 10th Court Area: 28,078,624.
 - Silver Beach Road Area: 21,877,411.

Contributing taxing authorities continue to receive ad valorem tax revenues (a.k.a. property tax revenues) based on the base year value. Revenues generated from the base year value are available for general government purposes. However, ad valorem tax revenues from increases in real property value, referred to as “Tax Increment”, are remitted to the Lake Park CRA and dedicated to the redevelopment area. The Taxing Authorities which are obligated to make annual deposits into the CRA Trust Fund include:

- Original CRA Area: Town of Lake Park and Palm Beach County.
- Expanded CRA Area: Town of Lake Park.

¹ F.S. § 163.387 defines the base year value as the value associated with the most recent assessment tax-roll used in connection with the taxation of property within the redevelopment area by each applicable Taxing Authority prior to the effective date of the Ordinance providing for the funding of the CRA’s redevelopment trust fund.

LAKE PARK CRA

Tax Base

The following table provides a summary of the historical assessment (taxable) values and increment values for the Lake Park CRA (including Expansion Area) as of January 1st of each year². While this report generally pertains to FY 2025 activity, the following section also includes FY 2026 property valuation data to highlight current trends.

TAXABLE PROPERTY VALUES (ALL CRA AREAS)						
TAX ROLL YEAR	FISCAL YEAR	A		B		=A-B
		TAXABLE VALUE	% CHANGE OVER PRIOR YEAR	BASE YEAR TAXABLE VALUE	INCREMENTAL TAXABLE VALUE	% CHANGE OVER PRIOR YEAR
2025	2026	354,928,978	11.9%	106,026,789	248,902,189	17.9%
2024	2025	317,155,484	44.5%	106,026,789 ³	211,128,695	29.2%
2023	2024	219,513,085	12.6%	56,070,754	163,442,331	17.6%
2022	2023	194,997,539	14.6%	56,070,754	138,926,785	21.8%
2021	2022	170,133,346	5.6%	56,070,754	114,062,592	8.6%
2020	2021	161,074,778	8.7%	56,070,754	105,004,024	13.9%
2019	2020	148,222,209	11.1%	56,070,754	92,151,455	19.1%
2018	2019	133,426,939	7.7%	56,070,754	77,356,185	14.0%
2017	2018	123,938,889	9.9%	56,070,754	67,868,135	19.7%
2016	2017	112,792,150		56,070,754	56,721,396	

The following sections provide the historical assessment (taxable) values by CRA Area.

TAXABLE PROPERTY VALUES (ORIGINAL CRA AREA)						
TAX ROLL YEAR	FISCAL YEAR	A		B		=A-B
		TAXABLE VALUE	% CHANGE OVER PRIOR YEAR	BASE YEAR TAXABLE VALUE	INCREMENTAL TAXABLE VALUE	% CHANGE OVER PRIOR YEAR
2025	2026	301,522,325	12.8%	56,070,754	245,451,571	16.3%
2024	2025	267,199,449	21.7%	56,070,754	211,128,695	29.2%
2023	2024	219,513,085	12.6%	56,070,754	163,442,331	17.6%
2022	2023	194,997,539	14.6%	56,070,754	138,926,785	21.8%
2021	2022	170,133,346	5.6%	56,070,754	114,062,592	8.6%
2020	2021	161,074,778	8.7%	56,070,754	105,004,024	13.9%
2019	2020	148,222,209	11.1%	56,070,754	92,151,455	19.1%
2018	2019	133,426,939	7.7%	56,070,754	77,356,185	14.0%
2017	2018	123,938,889	9.9%	56,070,754	67,868,135	19.7%
2016	2017	112,792,150		56,070,754	56,721,396	

² The Taxable Value figures included herein represent those values utilized by the Town of Lake Park to calculate the CRA's tax increment revenues and are net of all applicable exemptions. Palm Beach County utilizes a slightly different Taxable Value that reflects the varied exemption values.

³ The base year for the CRA Expansion Area is 2024 (tax roll year) with a total taxable valuation of 49,956,035.

LAKE PARK CRA

TAXABLE PROPERTY VALUES (EXPANDED CRA AREA – 10TH COURT/SILVER BEACH ROAD)

TAX ROLL YEAR	FISCAL YEAR	A		B		=A-B	
		TAXABLE VALUE	% CHANGE OVER PRIOR YEAR	BASE YEAR TAXABLE VALUE	INCREMENTAL TAXABLE VALUE	% CHANGE OVER PRIOR YEAR	
2025	2026	53,406,653	6.9%	49,956,035	3,450,618	-%	
2024	2025	49,956,035	-%	49,956,035	-	-%	

Taxpayer Concentration

An important analysis to consider when discussing property values pertains to taxpayer concentration, or more specifically, the percentage of total tax increment generated from the CRA's principal taxpayers. Taxpayer concentration is a measure of revenue risk for the Agency. A low taxpayer concentration indicates a diverse base of taxpayers and a stronger ability to adapt to the loss of any one taxpayer.

PRINCIPAL TAXPAYERS (ALL CRA AREAS)

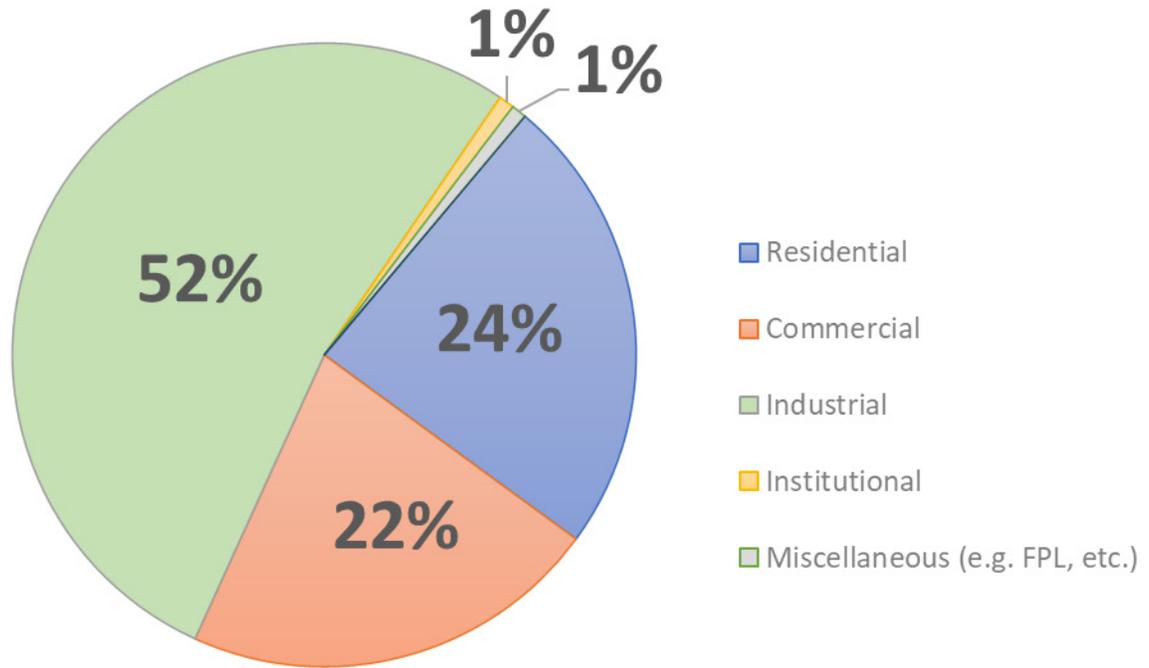
TAXPAYER	PROPERTY USE	FY 2026 TAXABLE VALUE	% OF FY 2026 TAXABLE VALUE
DG LAKE PARK PROPERTY OWNER LP	INDUSTRIAL	37,569,527	10.6%
DXD F1 LAKE PARK LLC	INDUSTRIAL	16,285,422	4.6%
KELSEY INDUSTRIAL LLC	INDUSTRIAL, COMMERCIAL	14,602,742	4.1%
HUMANI COURTS LLC	RESIDENTIAL	6,902,641	1.9%
705 13TH STREET INC	INDUSTRIAL	6,693,127	1.9%
PB INDUSTRIAL INVESTMENTS LLC	INDUSTRIAL	6,248,278	1.8%
ADM FL REAL ESTATE WPB LLC	INDUSTRIAL	6,207,300	1.7%
AMOC HOLDINGS LLC	RESIDENTIAL	6,006,275	1.7%
LAKE PARK PARTNERS LLC	COMMERCIAL	5,314,683	1.5%
THOMAS DAVIS INC	INDUSTRIAL	4,886,275	1.4%
	TOTAL	110,716,270	31.2%



LAKE PARK CRA

Taxable Values by Use Type

The segmentation of taxable values within the Lake Park CRA highlights a relatively balanced tax base with Industrial, Residential, and Commercial properties representing approximately 52%, 24%, and 22% respectively with the balance comprising other uses (e.g., institutional).



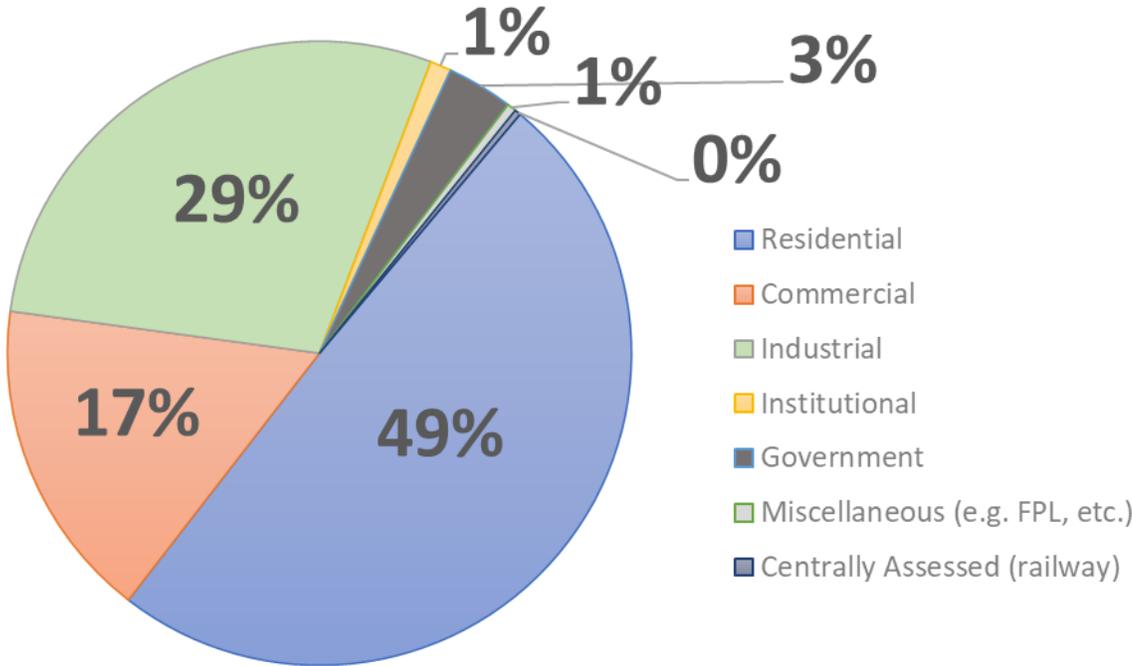
TAXABLE PROPERTY VALUES BY USE TYPE

USE TYPE	A	B	=A+B
	ORIGINAL AREA	EXPANDED AREA	TOTAL
RESIDENTIAL	62,269,439	22,686,927	84,956,366
COMMERCIAL	53,781,329	23,433,297	77,214,626
INDUSTRIAL	179,890,796	7,286,429	187,177,225
INSTITUTIONAL	2,840,022	-	2,840,022
GOVERNMENT	-	-	-
MISC. (FPL, etc.)	2,740,739	-	2,740,739
CENTRALLY ASSESSED (rail)	-	-	-
TOTAL	301,522,325	53,406,653	354,928,978

LAKE PARK CRA

Parcels by Use Type

There are 642 total property parcels within the Lake Park CRA with Residential, Industrial, and Commercial parcels representing approximately 49%, 29%, and 17% respectively with the balance comprising other uses (e.g., government, institutional).



PARCELS BY USE TYPE			
USE TYPE	A	B	=A+B
	ORIGINAL AREA	EXPANDED AREA	TOTAL
RESIDENTIAL	204	113	317
COMMERCIAL	77	30	107
INDUSTRIAL	175	9	184
INSTITUTIONAL	7	-	7
GOVERNMENT	19	3	22
MISC. (FPL, etc.)	3	-	3
CENTRALLY ASSESSED (rail)	2	-	2
TOTAL	487	155	642

LAKE PARK CRA

Millage Rates

The table below provides a summary of the operating millage rates levied by each Taxing Authority that makes payments to the Lake Park CRA.

CONTRIBUTING TAXING AUTHORITY MILLAGE RATES					
TAX ROLL YEAR	FISCAL YEAR	A TOWN OF LAKE PARK	B TOWN OF LAKE PARK (PBC FIRE MSTU EQUIVALENT) ⁴	C PALM BEACH COUNTY ⁵	=A+B+C TOTAL
2025	2026	5.1000	3.4581	4.5000	13.0581
2024	2025	5.1000	3.4581	4.5000	13.0581
2023	2024	5.1870	3.4581	4.5000	13.1451
2022	2023	5.3474	3.4581	4.7150	13.5205
2021	2022	5.3474	3.4581	4.7815	13.5870
2020	2021	5.3474	3.4581	4.7815	13.5870
2019	2020	5.3474	3.4581	4.7815	13.5870
2018	2019	5.3474	3.4581	4.7815	13.5870
2017	2018	5.3474	3.4581	4.7815	13.5870
2016	2017	5.3474	3.4581	4.7815	13.5870



⁴ The Town of Lake Park began utilizing the Palm Beach County Fire/Rescue MSTU on October 1, 2015 (FY 2016) for fire-rescue services. The PBC Fire MSTU is exempted from contributing to the LPCRA. However, the Town of Lake Park contributes an amount equivalent to the PBC Fire MSTU calculated tax increment to the LPCRA annually.

⁵ Palm Beach County contributes tax increment to the Original CRA area only and is exempt from contributing tax increment to the Expanded Area.

LAKE PARK CRA

Tax Increment Revenues

Taxing Authorities, which levy ad valorem taxes on real property subject to taxation located within the CRA, are required by January 1st of each year to deposit into the Lake Park CRA Trust Fund an amount equal to 95% of the difference between:

- a) The amount of ad valorem taxes levied each year by that Taxing Authority on taxable real property contained within the geographical boundaries of the Lake Park CRA, exclusive of any amount from any debt service millage; and
- b) The amount of ad valorem taxes which would have been produced by the millage rate upon which the tax is levied each year by the Taxing Authority on the assessed value of the taxable real property in the Lake Park CRA as of January 1st of the base year, exclusive of any amount from any debt service millage.

The Taxing Authorities which are obligated to remit tax increment to the Lake Park CRA include:

- Original CRA Area: Town of Lake Park and Palm Beach County.
- Expanded CRA Area: Town of Lake Park.

The following table provides a 10-year summary of historical tax increment⁶ revenues for the CRA segmented by Taxing Authority.

TAX INCREMENT REVENUES							
		A	B	C	=A+B+C+D		
TAX ROLL YEAR	FISCAL YEAR	TOWN OF LAKE PARK	TOWN OF LAKE PARK (PBC FIRE MSTU EQUIVALENT) ⁷	PALM BEACH COUNTY ⁸	TOTAL (ROUNDED)	% CHANGE OVER PRIOR YEAR	
2025	2026	\$ 1,205,931	\$ 817,692	\$ 1,049,177	\$ 3,072,801	17.3%	
2024	2025	1,022,919	693,599	902,383	2,618,900	28.3%	
2023	2024	805,387	536,940	698,524	2,040,850	14.4%	
2022	2023	705,752	456,402	621,952	1,784,106	21.2%	
2021	2022	579,441	374,718	517,894	1,472,053	8.6%	
2020	2021	533,424	344,959	476,859	1,355,242	14.0%	
2019	2020	468,132	302,735	418,405	1,189,273	19.1%	
2018	2019	392,972	254,130	351,202	998,304	14.0%	
2017	2018	344,772	222,960	307,994	875,726	19.7%	
2016	2017	288,146	186,341	257,251	731,738		

⁶ Table represents calculated tax increment revenues based on reported taxable values. Actual collections may vary.

⁷ The Town of Lake Park began utilizing the Palm Beach County Fire/Rescue MSTU on October 1, 2015 (FY 2016) for fire-rescue services. The PBC Fire MSTU is exempted from contributing to the LPCRA. However, the Town of Lake Park contributes an amount equivalent to the PBC Fire MSTU calculated tax increment to the LPCRA annually for all CRA Areas.

⁸ Palm Beach County contributes tax increment to the Original CRA Area only and is exempt from contributing tax increment to the Expanded CRA Area.

LAKE PARK CRA

Accomplishments and Activity Status Updates

Redevelopment Projects

1301 10th Street

In March 2025, the doors opened on the innovative Culinary Crossroads, featuring the new Oceana Coffee headquarters, Culinary Studio, and Florida Canning Company.



The Lake Park CRA, Palm Beach County, and other investors played a crucial role in locating this unique business in Lake Park. The overall investment in the Lake Park CRA area exceeds \$11 million, with the Lake Park CRA contributing \$1 million of this total.

The return for the Town of Lake Park includes not just the new businesses, but 60 new employees to our town, renewed growth and interest in adjacent properties, and over \$100,000 annually to the Lake Park CRA in tax increment revenues.

The CRA, Town of Lake Park, and Palm Beach County joined Culinary Crossroads for a ribbon-cutting (grand opening) on March 13, 2025.



The Lake Park CRA was awarded a Roy F. Kenzie Florida Redevelopment Award in October 2025 for creative funding partnerships related to the Culinary Crossroads development.

2025 ROY F. KENZIE AWARD WINNER:
CREATIVE PROJECT FUNDING AND DEVELOPMENT PARTNERSHIPS
SMALL CITY

THE FLORIDA
REDEVELOPMENT
ASSOCIATION

LAKE PARK CRA

796 10th Street

A Lake Park Community Redevelopment Agency economic development grant (\$360,000) was awarded to Liberty Square LLC for façade improvements to the property located at 796 10th Street. The property is an outdated strip center that houses multiple businesses, including a restaurant, brewery, and martial arts center. The construction has attracted an established catering company, a new restaurant, and will provide outdoor seating for the restaurant and brewery. Construction/façade improvements are expected to be completed in early 2026. The private investment in the project is approximately \$1.5 million, in addition to the CRA grant.



Conceptual Rendering of Façade Improvements



LAKE PARK CRA

832 Park Avenue

Saigon Oriental Food Market is a regionally popular Asian grocery store and food market located at 832 Park Avenue in Lake Park. It's known for offering a wide variety of Asian products and imported foods, including fresh produce, specialty ingredients, snacks, and groceries that cater to Vietnamese and broader Asian cooking and culinary needs. In 2025, the property owner upgraded the building's façade with new impact windows and doors, fresh paint and signage, and enhanced stucco treatments. The overall investment was nearly \$200,000, with CRA assistance of \$50,000 through the Façade and Exterior Improvement Grant Program.



LAKE PARK CRA

1450 Watertower Road

DXD Self Storage completed construction in 2024. This public storage facility is 4 stories with over 25,000 SF and is located within the Lake Park CRA's industrial district. The property value is now over \$16 million and generates more than \$330,000 annually in tax increment revenues to the CRA.



Capital Projects

311 7th Street

Bert Bostrom Green Infrastructure Project

The Bert Bostrom Green Infrastructure Project has transformed Bert Bostrom Park with a state-of-the-art underground stormwater management system. The project involved reconfiguring the existing stormwater piping network to direct water into newly installed underground storage and filtration chambers, known as "StormTech Chambers." These chambers temporarily hold stormwater before gradually releasing it into the existing southern outfall system, helping to eliminate flooding in the park and surrounding streets.

In addition to the stormwater infrastructure, the project included pavement resurfacing in disturbed areas, reconstruction of the athletic sports fields, including new irrigation and sodding built over the storage chambers, and landscape improvements along various side-street locations throughout the park. Together, these upgrades capture, hold, and treat stormwater, protecting local waterways while enhancing the park's functionality and appearance.



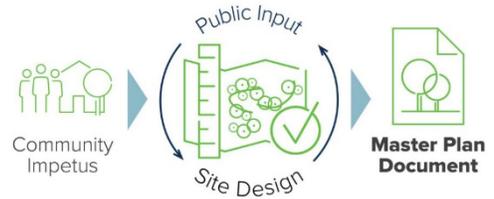
Design Image of StormTech
Chambers (above)
Athletic Sports Field (below)



LAKE PARK CRA

Bert Bostrom Park Master Plan

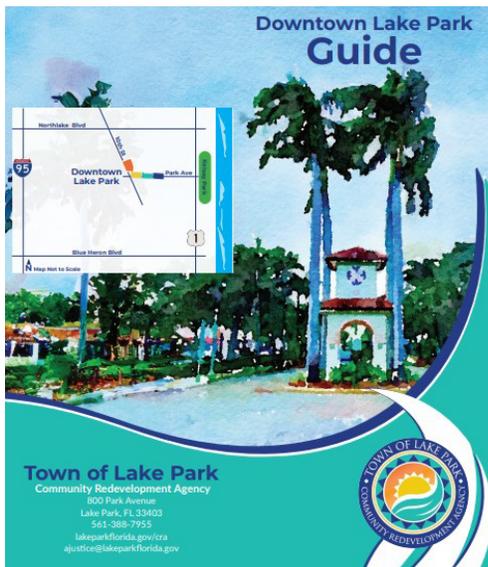
With the underground stormwater project complete, the CRA entered into an agreement with Wannemacher Jensen Architects to complete a Master Plan for the Park.



The newly improved above-ground turf will remain as a multipurpose field, bringing youth sports back to the park, which leaves the remaining footprint of the park for future improvements. The community will be an integral part of the future design of the park with extensive engagement prior to a completed plan. These preliminary concepts will help guide the next phase of planning and provide a clear framework for future improvements, and are expected to be presented to the CRA Board in 2026.

10th Street South

10th Street in Lake Park runs north-south through the town’s downtown core near Park Avenue, featuring a mix of local retail, light commercial spaces, studios, and redevelopment sites. Streetscape improvements along 10th Street will support a more walkable, active downtown. Design work has been awarded to Baxter Woodman Engineers, who have begun field data collection, and the full design cost (approximately \$420K) is funded through a Mitigation Grant. A conceptual plan is expected by early 2026, with construction in FY 2027. The CRA will support the reconstruction of the streetscape along 10th Street with enhanced walkability, drainage, shade, and street furnishings.



Downtown Lake Park

The Lake Park CRA continues to focus on building a vibrant, welcoming Downtown Lake Park along the Park Avenue corridor through strategic investments and strong partnerships. In 2025, in addition to continuing the successful holiday lighting displays that draw thousands of visitors and drive seasonal business activity, the CRA has remained actively engaged with property owners to support property enhancements and encourage reinvestment throughout the district. The CRA has also advanced Downtown District Branding efforts, recognizing that a strong, consistent identity is essential to creating a

true sense of place, increasing awareness, and positioning Downtown Lake Park as a destination. Together, these initiatives help attract new businesses, property owners, and foster long-term economic growth in the Town of Lake Park and its downtown area.

LAKE PARK CRA

Downtown Lake Park Foot Traffic Analysis

This analysis of Downtown Lake Park's foot traffic and business mix identifies opportunities to attract more visitors, increase dwell time, and strengthen the local economy. Using mobile data, business inventory, and gap analysis, key trends and strategies have emerged that the CRA has implemented through its programs and incentives.

- Using targeted marketing (email campaigns, social media, and event updates) to re-engage past visitors and drive repeat visitation.
- Maintaining safe, clean, and welcoming public spaces to improve the overall downtown experience.
- Enhancing amenities such as seating, shade, and landscaping to encourage visitors to stay longer.
- Launching early holiday programming, which contributed to a 9–10% year-over-year increase in visitation during early December 2024.
- Hosting consistent, well-timed events (tree lightings, markets, and special promotions) to sustain visitation throughout the season.
- Addressing gaps in dining and entertainment through event programming and support that helps activate downtown.
- Supporting local businesses and entrepreneurs to strengthen the district's economic foundation.

Overall, diversifying downtown uses and activating public spaces positions Downtown Lake Park as a more vibrant, experience-rich destination. By focusing on visitor retention, enhancing the visitor experience, leveraging events, and strategically strengthening the business mix, Downtown Lake Park can continue to evolve into a thriving hub that attracts visitors, encourages longer stays, and increases local spending.



Rust Market

The Lake Park Community Redevelopment Agency has been a consistent supporter of the Lake Park Rust Market, recognizing its role in advancing economic development, small business support, and downtown activation within the CRA district. Organized by Jesse Furman, Owner of Kelsey Vintage Goods, the Rust Market has become a signature downtown event that attracts both residents and visitors, reinforcing Downtown Lake Park as a vibrant and active destination.

LAKE PARK CRA

The Rust Market directly supports the CRA’s goal of strengthening local businesses and entrepreneurs by providing a recurring platform for local vendors and artisans to generate revenue, increase visibility, and build community connections. The event also contributes to increased foot traffic and economic activity at the downtown core, supporting the CRA’s broader efforts to expand promotional initiatives and grow awareness of Lake Park.



Since its inception, the CRA has invested in enhancing the overall market experience through strategic improvements and programming. These enhancements include funding for free live music, food trucks, and improved on-site amenities, such as free public restrooms, all of which contribute to a welcoming, safe, and enjoyable environment for attendees. These efforts align with the CRA’s objective to improve the quality of life and activate public spaces within the redevelopment area.

Additionally, the CRA maintains a presence at each Rust Market event through a dedicated table and tent, allowing staff to engage directly with the public, share information about CRA programs, incentives, and ongoing projects, and encourage greater community involvement in Downtown Lake Park. Through its continued support of the Rust Market, the CRA advances its mission of fostering economic vitality, community engagement, and long-term revitalization within the CRA district.



LAKE PARK CRA

Redevelopment Grants and Incentives

The Lake Park CRA offers incentives for business and property owners to foster taxable value growth by improving properties and encouraging new development. In May 2024, the CRA began developing structured incentive packages to market to the public and increase the predictability of CRA offerings. The incentives were approved on July 17, 2024, via Resolution 48-07-24, and the program descriptions/applications are now available on the Town of Lake Park website⁹ under “CRA Incentive Programs”. The following is a summary of incentives that are now available for business and property owners.

Redevelopment Grant and Incentive Portfolio

Façade and Exterior Improvement Program

This grant is available to all properties/businesses in the Lake Park CRA for aesthetic improvements to the exterior of commercial buildings and sites. This grant provides 80% of the project cost up to a maximum CRA grant of \$50,000, depending on the project location.

- Park Avenue (7th St. to 10th St.): \$50,000.
- 10th Street (Northlake to Silver Beach): \$50,000.
- Industrial Area: \$20,000.

Commercial Interior Buildout Program

As an incentive for restaurant/brewery/distillery uses, the Lake Park CRA will fund 80% of interior buildouts up to \$50,000. Improvements must increase the property value and remain with the property. These improvements could include a grease trap or hood system, bathrooms, HVAC, etc.

Real Estate Development Accelerator (REDA) Program

Primarily for large scale development projects greater than \$5 million, this incentive can be utilized in the form of a land mark-down, infrastructure improvements, Tax Increment Financing or similar types of assistance. Each project is negotiated on an individual basis based on a gap in a development pro forma or level of public benefit provided.

Strategic Investment Program

Based on a formula that considers the amount of tax increment generated from each project, commercial and mixed-use projects up to \$5 million may be eligible for funding interior and exterior improvements to the property or structure. Priority will be given to uses considered as a goal of redevelopment within the CRA, such as restaurants.

⁹ <https://www.lakeparkflorida.gov/government/departments/community-redevelopment-agency/cra-grant-program>.

LAKE PARK CRA

Relocation and Development Assistance Program

The Lake Park CRA may assist with relocation and development of certain uses to allow for a more desirable or upgraded use. This program provides the incentives necessary for redevelopment, including tenant relocation, acquisition, buildout, and rehabilitation/renovation of existing properties.

Grand Opening Assistance Program

The Lake Park CRA aids new businesses within the CRA for their “Grand Opening”. This includes an invitation to elected officials, marketing through the town’s social media, as well as a ribbon cutting. The business can receive up to \$500 for refreshments and/or marketing expenses for the event.

Beautify Lake Park Program

This is a small administrative grant of up to \$5,000 for facade improvements such as paint, signage, lighting, and landscaping for businesses within the Lake Park CRA.

Paint, Plant and Pave Program

Created to provide curb appeal to single-family and multi-family properties in the Lake Park CRA, this grant will assist with 80% of a project cost up to a maximum of \$10,000 per property for exterior improvements such as pressure cleaning, painting, facade repair, landscaping, awnings, driveways, irrigation systems, and fence repair/removal.

Redevelopment Grant and Incentive awards in Fiscal Year 2025

Beautify Lake Park Program (up to \$5,000)

- 826 Park Avenue (Purple Lizard); Signage.
- 1259 10th Street (Inspirational Hair Designs); Signage.



LAKE PARK CRA

Façade and Exterior Improvement Program

- 826 Park Avenue (Saigon Market); \$50,000.
- 903 Park Avenue (Kelsey Market); \$100,000.



903 Park Avenue
(Kelsey Market)

Original Condition
(above)

Concept Design (left)

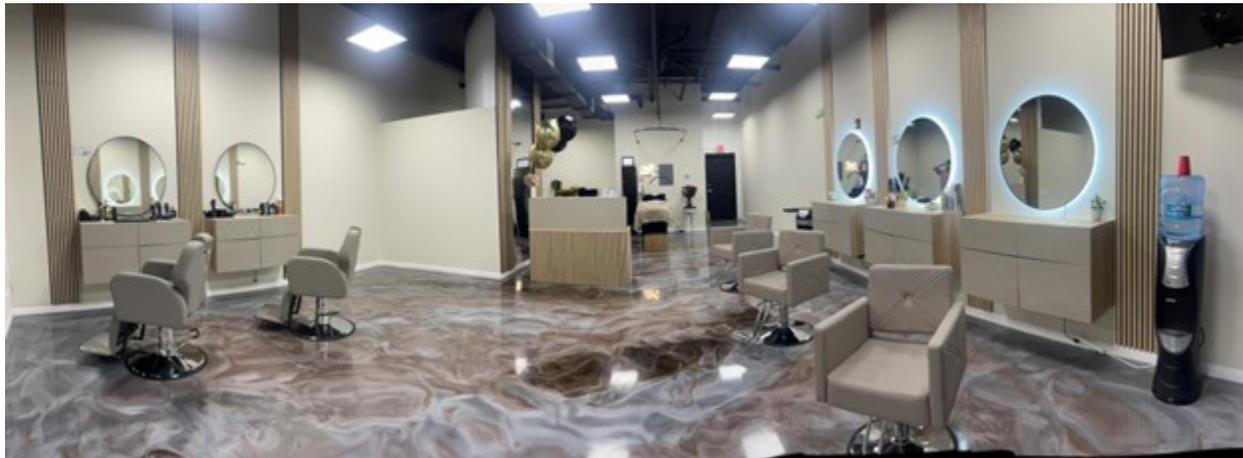
Current Progress -
under construction
(below)



LAKE PARK CRA

Grand Opening Assistance Program (\$500 each)

- 801 Park Avenue (Refined Reflections); Grand Opening, November 23, 2024.



- 850 Park Avenue (Pearl of The Island); Grand Opening, January 18, 2025.



LAKE PARK CRA

- 748 Park Avenue, Suite G (Sanders Elite Tutoring); Grand Opening, December 13, 2024.



Paint, Plant, and Pave

- 811 Bayberry Drive – Fence and Landscaping; \$10,000.



AFTER

BEFORE

LAKE PARK CRA

Commercial Interior Buildout

- 796 10th Street, Suite B (Hugo's Catering); \$50,000.

Hugo's Catering is currently installing a hood system and other equipment to run a restaurant and catering operation. The current opening is scheduled for early 2026.



Culinary Crossroads/Oceana Coffee Ribbon Cutting Ceremony

On March 13, 2025, the Lake Park CRA was proud to stand alongside the team at Oceana Coffee as they officially cut the ribbon on Culinary Crossroads at 1301 10th Street. This was a celebration of local innovation and a major milestone for our community's economic growth. The event brought together an incredible mix of community leaders, local business supporters, and neighbors, all eager to explore a space that is truly redefining the food and beverage landscape in Palm Beach County. While Oceana Coffee is the heartbeat of the location, Culinary Crossroads is a powerhouse of three distinct businesses working in harmony.

Culinary Studio is the creative engine of the facility. As a membership-based professional kitchen, it provides chefs, caterers, and food



truck entrepreneurs with the high-end shared facilities they need to scale. From private studios to a fully equipped event kitchen for classes and hands-on learning, it's where Lake Park's next great flavors are being born. The Florida Canning Company is a small-batch canning facility that is a huge opportunity for beverage makers. Whether it's cold brew, soda,

LAKE PARK CRA

or hard seltzer, they handle everything from micro-runs to large-scale production, giving local brands a competitive edge right here in Lake Park.

During the tour, stakeholders met the teams behind these ventures and witnessed firsthand how Culinary Crossroads blends innovation with community spirit. They were joined by several Lake Park Town officials and County Commissioner Bobby Powell, whose support underscores the importance of projects like this for our region's future.

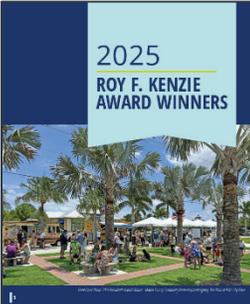
Florida Redevelopment Association (FRA) Award

In 2025, Oceana Coffee's expansion in Lake Park was recognized with a prestigious Florida Redevelopment Association (FRA) Roy F. Kenzie Award for Creative Project Funding and Development Partnerships, celebrating the transformative impact of its new headquarters and culinary hub, Culinary Crossroads.



This innovative \$11.2 million redevelopment, supported by layered public-private funding, reinvigorated a long-vacant site and created a dynamic space that blends coffee roasting, beverage canning, and a commercial kitchen incubator, helping to generate more than 60 jobs and support food and beverage entrepreneurs throughout the region.

The award highlights how this project exemplifies visionary redevelopment, economic growth, and community building in Downtown Lake Park.



CREATIVE PROJECT FUNDING AND DEVELOPMENT PARTNERSHIPS – SMALL CITY

**Lake Park Community Redevelopment Agency
Culinary Crossroads**

Oceana Coffee's new 26,500 square-foot headquarters in Lake Park - branded Culinary Crossroads - is a bold \$11.2 million redevelopment that merges coffee production, a small batch beverage canning facility, and a commercial kitchen incubator. This first-of-its-kind project in Palm Beach County supports over 60 jobs, empowers food and beverage entrepreneurs with affordable, professional-grade space, and revitalizes a long-vacant site. Backed by layered public-private funding, Culinary Crossroads exemplifies innovation, economic development, and community-building. With its scalable model, this project transforms Lake Park into a regional hub for culinary creativity and offers a powerful blueprint for other communities seeking sustainable redevelopment and small business growth.

FOR MORE INFORMATION:
ajustice@lakeparkflorida.gov




11

LAKE PARK CRA

New Business Activity

The opening of 21 new businesses within fiscal year 2024-2025 is a testament to Lake Park CRA's strong economic vitality, business-friendly environment, and growing market demand. This influx of new enterprises not only diversifies the local economy but also stimulates job creation, enhances the commercial tax base, and fosters a vibrant, dynamic community.

As these businesses establish themselves, they contribute to increased consumer spending, attract further investment, and enhance the overall quality of life for residents. Moreover, their presence signals confidence in the city's infrastructure, governance, and economic development initiatives, reinforcing its reputation as a prime destination for business growth. Of these new businesses, eighteen (18) are located on Park Avenue.

Holiday Display

In 2024, the Town of Lake Park and the Lake Park CRA continued to expand the annual holiday tree lighting event by adding lighted displays and illuminated trees along Park Avenue from 7th to 10th Streets, transforming Downtown into a festive destination throughout the holiday season and driving customers to local businesses beyond the single event night.



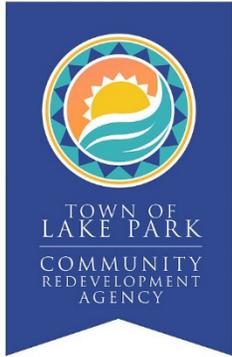
LAKE PARK CRA

This strategic investment strengthened Downtown Lake Park’s visibility and encouraged increased foot traffic, with year one proving to be a tremendous success as 31,392 guests visited Downtown throughout the 2023-2024 holiday season. As the data shows, visitor numbers increased year over year. The week of December 9, 2024, rose by more than 500 visitors compared to 2023, and the week of December 16 increased by more than 490 visitors. This indicates noticeably busier and stronger holiday traffic during those weeks.



Based on the strong public response and positive feedback from local businesses, the Town and CRA continued the expanded holiday lighting program in fiscal year 2025 to maintain momentum and further establish Downtown Lake Park as a recognizable seasonal attraction. The CRA continues to hear that name recognition remains a challenge for local businesses, and the holiday lights and bouquet initiative has served as an effective catalyst to boost brand identity, elevate awareness, and encourage repeat visitation to Downtown Lake Park.

LAKE PARK CRA



Marketing Plan

The CRA took a major step forward in elevating Downtown Lake Park’s visibility and identity by selecting a professional firm to develop a comprehensive Marketing Plan and District Branding initiative. Work began in August 2024 with extensive research to ensure the strategy reflects the community’s vision and supports local businesses, and the final Marketing Plan was delivered in January 2025.

With CRA branding recognized as a critical foundation for long-term revitalization and continued economic growth, we have worked to establish Lake Park CRA’s branding, including surveys, situation analysis, holiday marketing, a strategic plan, press releases, CRA Booth Materials like our downtown guide brochure, event support, business meeting invitations to connect with the community, and more. The CRA is now actively advancing the District Branding, including branding elements, a brand guidebook, and logos. This process is to create a strong, recognizable identity that will support future planning, programming, and investment in Downtown Lake Park. With this in place, it is already guiding impactful outreach efforts, including social media, promotions, signage, downtown branding, and printed marketing materials.



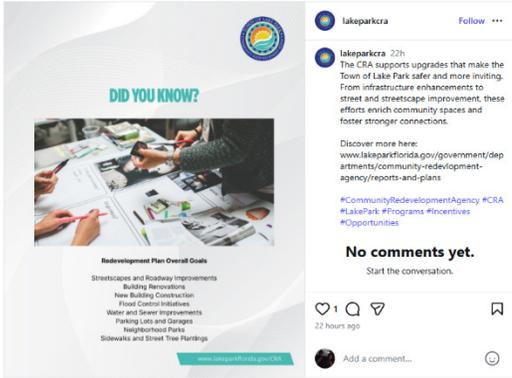
LAKE PARK CRA

Social Media

Over the past year, the Lake Park CRA’s Facebook and Instagram accounts have seen significant growth in engagement. On Facebook, reach remained steady; engagement metrics soared, with content interactions up +138.8%, increased +132 followers, visits rising +192.9%. On Instagram, our reach improved by +255.8% with content interactions increasing by 100% and visits increasing by +61.5%.

The following metrics are for October 1, 2024 – September 30, 2025:

- Facebook
 - Views: 101,625
 - Reach: Unavailable
 - Content Interactions: 960 (+138.8%)
 - Link Clicks: 1,128 (-83.5%)
 - Visits: 2,481 (+192.9 %)
 - Follows: 132 (+30.7 %)
- Instagram
 - Views: 1,653
 - Reach: 2,124 (+255.8%)
 - Content Interactions: 19 (+100 %)
 - Link Clicks: 34 (-85.2 %)
 - Visits: 512 (+61.5 %)
 - Follows: 59
- YouTube:
 - Views: 2.1k
 - Watch Time: 484 hours
 - Subscribers: 54 (+100 %)



As we continue forward in 2025, the Lake Park CRA plays a key role in revitalizing downtown by improving infrastructure, supporting local businesses, and encouraging new development. These efforts create a safer, more attractive, and economically vibrant downtown that benefits residents, visitors, and business owners alike. We are leveraging these initiatives through targeted social media campaigns that focus on messaging, highlighting local businesses and events, and promoting community engagement. Additionally, we are actively working on branding downtown to strengthen its identity and showcase its unique character, helping to foster pride, attract visitors, and encourage investment in the area.

LAKE PARK CRA

CRA Goals and Objectives

Reporting Period: October 1, 2024 – September 30, 2025

Purpose and Statutory Compliance

This section is provided to comply with the special district reporting requirements of Florida Statutes §189.0694, which require special districts to:

- Establish goals and objectives for each program and activity, and
- Report, by December 1 of the following year, the extent to which those goals and objectives were achieved.

The goals, objectives, and performance measures summarized below were adopted by the Lake Park Community Redevelopment Agency for Fiscal Year 2025 and are consistent with the CRA Redevelopment Plan and Implementation Strategy. Performance results are based on activities undertaken during the reporting period.

Summary of FY 2025 CRA Goals and Objectives

The Lake Park CRA focused on advancing redevelopment, economic vitality, placemaking, and organizational transparency during FY 2025. The primary goal areas included:

- Economic Development and Business Growth
- Downtown Identity, Branding, and Marketing
- Capital Investment and Public Realm Improvements
- Redevelopment Incentives and Private Investment Leverage
- Organizational Effectiveness and Public Accountability

FY 2025 Goals, Objectives, and Performance Results

The CRA Goals, Objectives, and Performance Measures results can be found on the CRA website¹⁰ and are depicted on the following page.

During FY 2025, the Lake Park CRA made measurable progress toward its adopted goals and objectives. The CRA successfully advanced its downtown placemaking strategy, continued implementation of redevelopment incentive programs, and supported both new and existing businesses. Several multi-year initiatives, including district branding and major transportation improvements, progressed through planning and design phases and will continue into subsequent fiscal years.



¹⁰ <https://www.lakeparkflorida.gov/government/departments/community-redevelopment-agency/cra-goals-and-objectives>.

PERFORMANCE DATA

Where objectives were identified as In Progress, delays were primarily attributable to project phasing, coordination with external partners, or the multi-year nature of capital.

Goal	Objective	Performance Measure	Goal Met?	Details
Public Improvements/Infrastructure				
	1. Enhance CRA visibility			
	1. Create program to establish art throughout the CRA and commission one to two(1-2) pieces of art			
	2. Design and install banners for the promotion of Downtown Lake Park			Waiting on branding campaign - 2026
	2. Improve walkability and safety			
	1. Add LED lighting in locations throughout the CRA			
	2. Replace up to \$100,000 worth of damaged sidewalks to enhance connectivity			
	3. Improve aesthetics throughout CRA			
	1. Target ten (10) property owners to offer incentive programs and target indirectly via the CRA Website			
	4. Partner with businesses/parking lot aesthetics			
	1. Issue one- two (1-2) incentives to improve parking lots on Park Avenue			Approached 801 - designed alley parking
Transportation/Transit/Parking				
	1. Encourage safe, convenient, efficient modes of alternative transportation/transit			
	1. Finalize massing and economic analysis of future train station site and create timeline for disposal			No timeline for disposal
	2. Create safe efficient parking to support businesses			
	1. Finish design of additional parking to be located within the alleyways on the 700 and 800 blocks of Park Avenue N			
Redevelopment Support				
	1. Encourage and support sound, redevelopment friendly land use regulations			
	1. Support Community Development Department in re-writing current land use regulations to support CRA Goals			In progress - should be completed in early FY26 with additional uses and parking requirements
	2. Use the powers of borrowing to support redevelopment efforts			
	1. Issue CRA revenue Bond to support capital projects within the CRA			Issue in 2026
	3. Use powers of land acquisition/disposition to further CRA goals			
	1. Solicit Real Estate Professional to assist with exploring key properties for acquisition (10 Properties)			
	4. Provide sufficient CRA resources and talent			
	1. Hire a full-time project and marketing coordinator to assist with implementing CRA Redevelopment goals			

Aug-25

Performance Data

The following section provides performance data in accordance with F.S. §163.371 as of September 30, 2025 (most recent data available).

- F.S. §163.371
 - Total number of activities started and completed and the estimated cost for each activity.
 - Total expenditures from the Redevelopment Agency Trust Fund.
 - Original assessed real property values within each CRA District as of the day the CRA was created (base year).
 - Total assessed real property values of property within the boundaries of the CRA as of January 1 of the reporting year.
 - Total amount expended for affordable housing for low-income and middle-income residents.
 - A summary indicating Redevelopment Plan Achievements. Within the framework of this data, the redevelopment activities are categorized by achievement.

PERFORMANCE DATA

Community Redevelopment Agency of the Town of Lake Park

Florida Department of Economic Opportunity Special District Accountability Program ID 1692

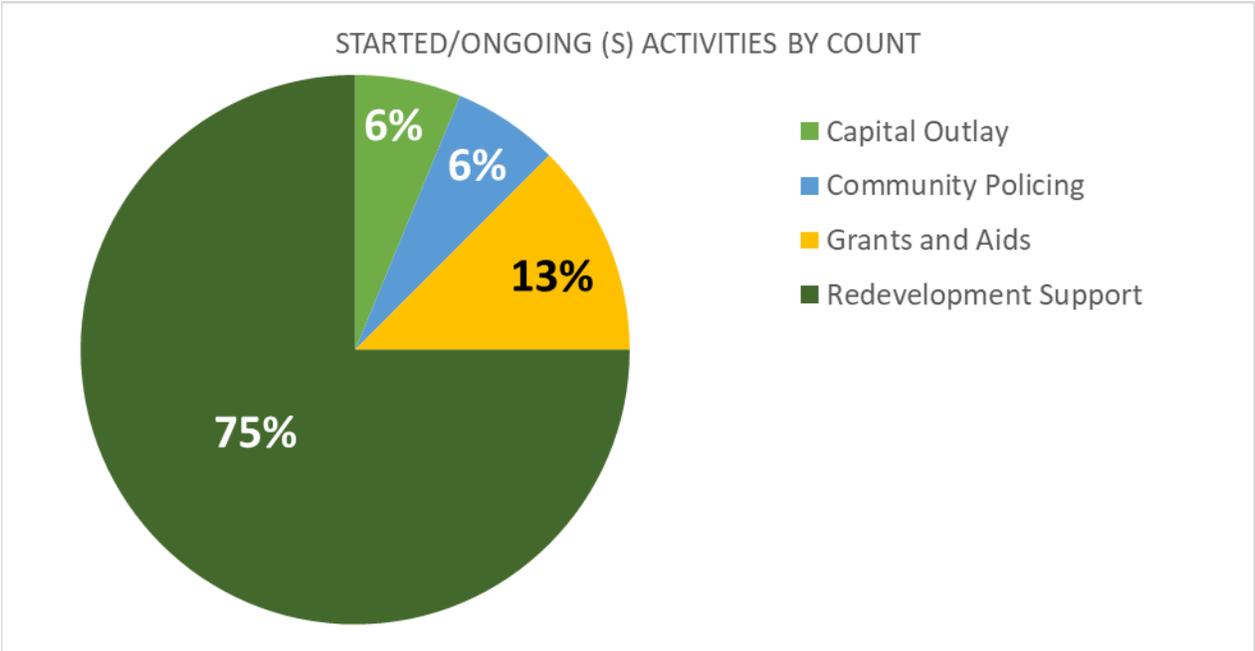
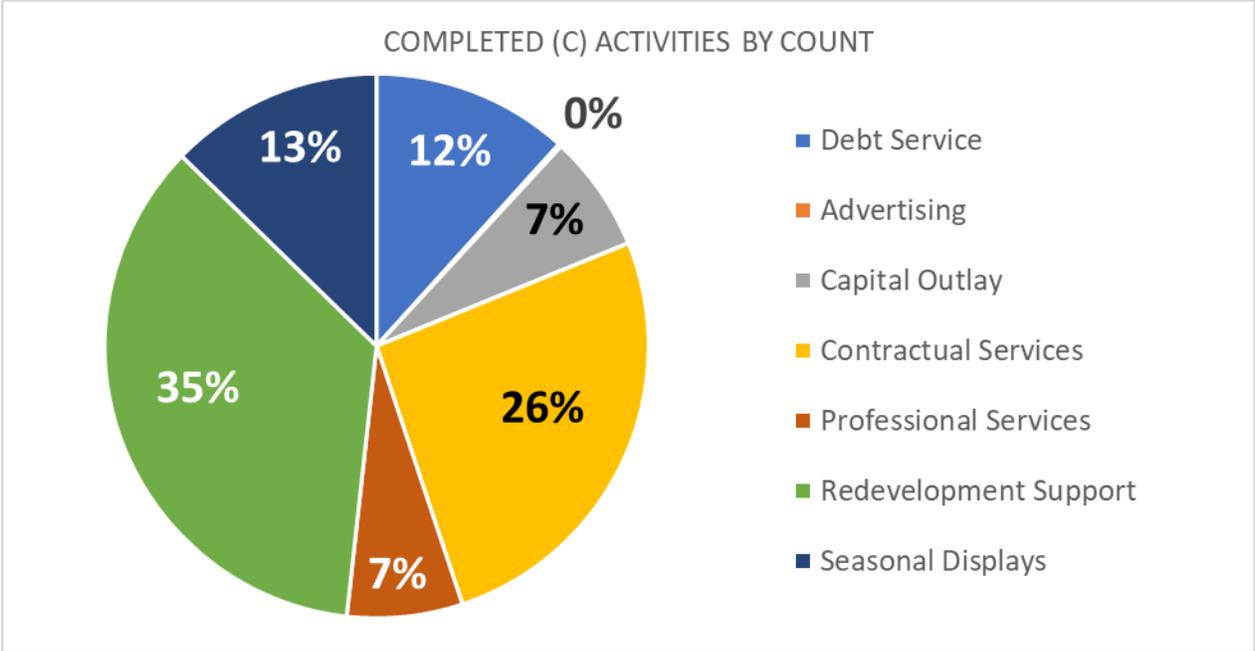
Registered Agent	Ms. Vivian Mendez
Mailing Address	535 Park Avenue Lake Park, FL 33403
Telephone	(561) 881-3311
Fax	(561) 881-3314
Email	vmendez@lakeparkflorida.gov
Website	https://www.lakeparkflorida.gov/government/departments/community-redevelopment-agency
County(ies)	Palm Beach
Local Governing Authority	Town of Lake Park
Date Created / Established	Wednesday, November 20, 1996
Creation Documents	Town Resolution 65-1996
Board Selection	Similar to Local Governing Authority
Authority to Issue Bonds	Yes
Revenue	Tax Increment Financing
Most Recent Update	Friday, October 24, 2025

Total number of Activities started and/or ongoing	16
Total number of Activities completed	18
Total amount expended for low and middle income affordable housing	\$ -

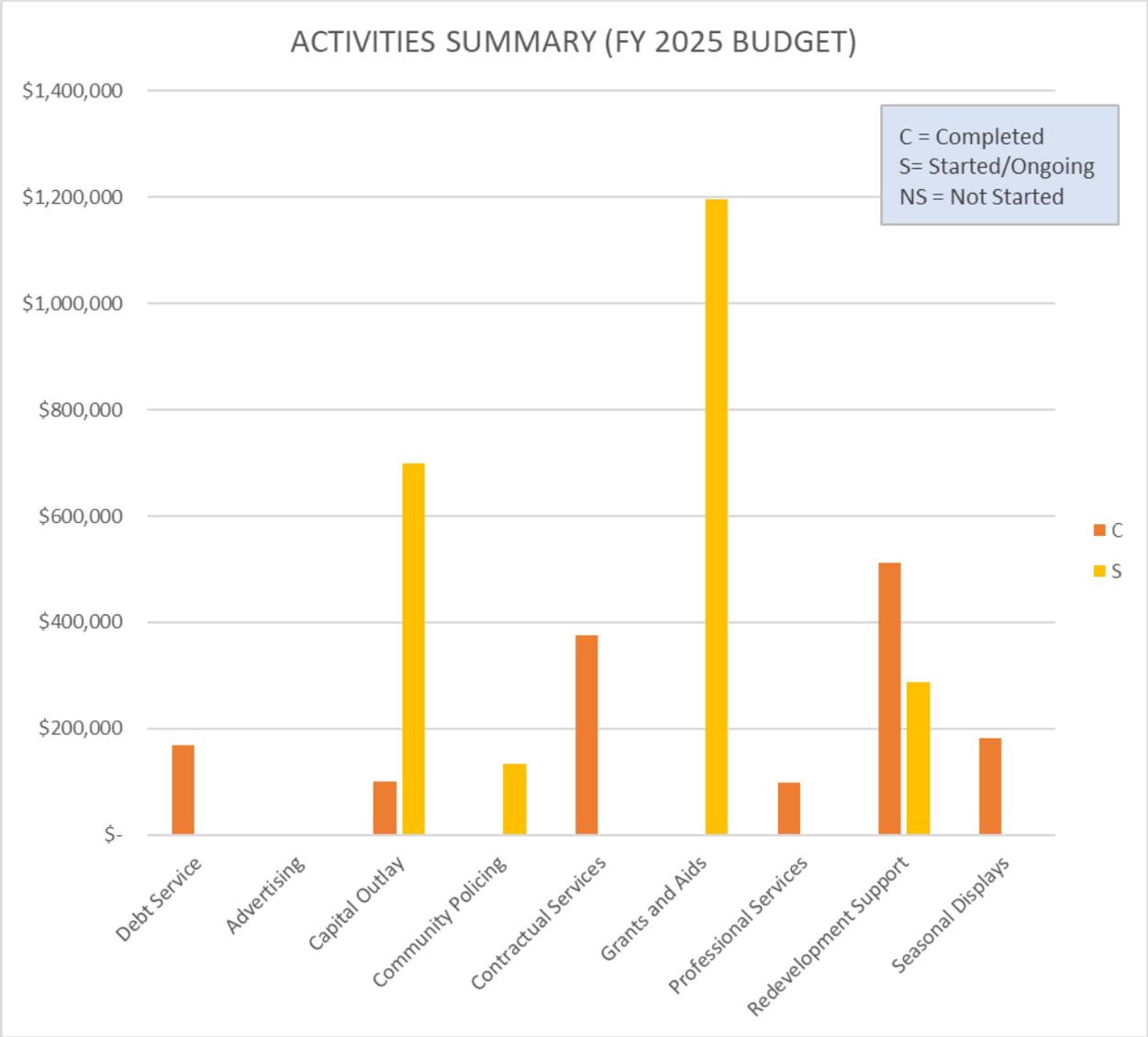
The following is a summary of this community redevelopment agency's achievement of its redevelopment plan's goals.

REDEVELOPMENT INITIATIVE CATEGORIES	CRA MASTER PLAN OBJECTIVE(S)
Advertising	1,2,5
Capital Outlay	1,2,3,4
Community Policing	1,2,5
Contractual Services	1,2,3,4,5
Grants and Aids	1,2,3,4
Professional Services	1,2,3,4,5
Redevelopment Support	5
Seasonal Displays	1,2,5

PERFORMANCE DATA



PERFORMANCE DATA



FINANCIAL STATEMENTS

Financial Statements

The CRA Annual Report for the fiscal year ending September 30, 2025, has been prepared in accordance with F.S.§163.371 and 163.387(8).

- F.S.§163.371

This Annual Report has been prepared in accordance with F.S. §163.371 including a financial statement setting forth its income/expenses.

- F.S.§163.387(8)

The Financial Report is currently under its annual independent audit review and will be issued within State mandated timelines. Once issued, copies can be obtained electronically from the website at:

<https://www.lakeparkflorida.gov/government/departments/finance-department>



FINANCIAL STATEMENTS

TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY

BALANCE SHEET *(UNAUDITED)*

SEPTEMBER 30, 2025

	<u>General Fund</u>
ASSETS	
Cash and cash equivalents	\$ 2,295,293
Due from other funds	317,379
Prepays	8,008
Total assets	<u>\$ 2,620,679</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	
Liabilities:	
Accounts payable and accrued liabilities	\$ 38,877
Total liabilities	<u>38,877</u>
Fund balance:	
Restricted for:	
Nonspendable - prepaid items	8,008
Restricted for community redevelopment	2,573,795
Total fund balances	<u>2,581,802</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 2,620,679</u>

FINANCIAL STATEMENTS

TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES *(UNAUDITED)*

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	General Fund
REVENUES	
Tax increment - Palm Beach County	\$ 902,383
Tax increment - Town of Lake Park	1,816,806
Miscellaneous	5,343
Total revenues	2,724,532
EXPENDITURES	
Current - Economic environment	1,400,986
Capital outlay	105,865
Debt service - contribution to Town debt service	168,500
Grants and aid	250,652
Total expenditures	1,926,004
Net change in fund balances	798,528
FUND BALANCES (DEFICIT), BEGINNING OF YEAR	1,783,275
FUND BALANCES (DEFICIT), END OF YEAR	\$ 2,581,802

LOVING LIVING LEADING LAVISH
LIVELY LEARNING LIKING LOCAL
LODGING LYRICAL LOYAL LISTED
LIMITLESS LIFELONG LAUGHING
LINKING LEISURE LAKE PARK 



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 25, 2026

Originating Department: Town Clerk's Office

Agenda Title: Designate Voting Delegate & Alternate(s) - Palm Beach County League of Cities

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

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

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

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

Advertised:

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

Attachments: Palm Beach County Voting Delegate Form

Please initial one:

_____ Yes I have notified everyone

X _____ Not applicable in this case

Summary Explanation/Background:

In accordance with the Palm Beach County League of Cities Article Four of the League's Bylaws, the League is requesting the Town to update the League's voting delegation form to designate a member(s) of the Town Commission as a voting delegate and alternate(s) to vote on behalf of the Town during any League of Cities general membership meetings, special general membership meetings and/or functions of the general membership. This designation applies only to voting items for the General Membership.

Vice Mayor Michael Hensley and Commissioner John Linden served this past year as the Town's Voting Delegates on the Palm Beach League of Cities.

Mayor Michaud is currently on the Palm Beach County League of Cities Board of Directors for 2025-2026 as an At-Large Director. The Nominating Committee will meet the week of March 23-27, 2026 to make their nominations for the 2026-2027 fiscal year. The League Installation is planned for May 27, 2026.

The proposed Voting Delegate designation would be for the upcoming 2026-2027 League year.

Recommended Motion:

I move to appoint _____ as the Voting Delegate and _____ as the alternate Voting Delegate representing the Town of Lake Park.



Designation of Voting Delegate & Alternate(s) to the Palm Beach County League of Cities, Inc.

In accordance with Article Four of the Bylaws of the Palm Beach County League of Cities, Inc., as amended January 25, 2017, the governing body of (City, Town, or Village name):

Took the official action and designated the following voting delegate and alternate(s) to vote on behalf of the above named municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. This designation applies **ONLY** to weighting voting items for the General Membership.

Voting Delegate: _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Action taken this _____ day of _____, 2026

_____ *Mayor Signature*

Attest:

_____ *Clerk Signature (SEAL)*