



# Lake Park Town Commission, Florida

## Regular Commission Meeting

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

Wednesday, July 17, 2024

Immediately Following the Special Call Community Redevelopment Agency Meeting

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|                             |   |                      |
|-----------------------------|---|----------------------|
| <b>Roger Michaud</b>        | — | <b>Mayor</b>         |
| <b>Kimberly Glas Castro</b> | — | <b>Vice Mayor</b>    |
| <b>Michael Hensley</b>      | — | <b>Commissioner</b>  |
| <b>Mary Beth Taylor</b>     | — | <b>Commissioner</b>  |
| <b>Judith Thomas</b>        | — | <b>Commissioner</b>  |
| <b>John D’Agostino</b>      | — | <b>Town Manager</b>  |
| <b>Thomas J. Baird.</b>     | — | <b>Town Attorney</b> |
| <b>Vivian Mendez, MMC</b>   | — | <b>Town Clerk</b>    |

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

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### 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**

### **SPECIAL PRESENTATION/REPORT:**

- [1.](#) Certificate of Completion for Commissioner Michael Hensley
- [2.](#) PowerPoint Presentation of Recommended Fountain Options
- [3.](#) Presentation on Capital and Maintenance Projects.

### **PUBLIC COMMENT:**

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

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

### **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.](#) July 3, 2024 Regular Commission Meeting Minutes
- [5.](#) Resolution 39-07-24 Declaring Certain Town-Owned, Tangible Personal Property as “Surplus” and Eligible for Disposal
- [6.](#) Naming of the 7<sup>th</sup> Street PocketPark

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

7. Ordinance 09-2024 Establish New Regulations for the Use of Parks.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE III ENTITLED “PARK REGULATIONS”; PROVIDING FOR THE AMENDMENT OF DIVISION 1 TO ESTABLISH NEW REGULATIONS FOR THE USE OF PARKS, INCLUDING HOURS OF OPERATION, A FEE SCHEDULE AND THE ENFORCEMENT OF THE REGULATIONS; PROVIDING FOR THE AMENDMENT OF DIVISION 2, ENTITLED “PERMIT FOR GROUP ACTIVITIES” PERTAINING TO SPECIAL PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**OLD BUSINESS:**

8. Resolution 49-07-24 Authorizing the Construction of the Access Management Plan from Silver Beach Road to Palmetto Road.
9. Resolution 50-07-24 Authorizing the Directing the Mayor to Execute a Lighting Maintenance Memorandum Agreement with the State of Florida Department of Transportation.
10. Resolution 51-07-24 Authorizing and Directing the Mayor to Execute a Landscape Maintenance Memorandum of Agreement with the State of Florida Department of Transportation Pertaining to Silver Beach Road to Palmetto Drive for the Landscape (Crosswalks).
11. Resolution 52-07-24 Authorizing and Directing the Mayor to Execute a Locally Funded Agreement with the State of Florida Department of Transportation For the Not-to-Exceed Amount of \$76,156.

**NEW BUSINESS: NONE**

**REQUEST FOR FUTURE AGENDA ITEMS:**

**ADJOURNMENT:**

**FUTURE MEETING DATE:** Next Scheduled Regular Commission Meeting will be held on August 7, 2024.





# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** July 17, 2024

**Originating Department:** Town Commission

**Agenda Title:** Certificate of Completion for Commissioner Michael Hensley

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

**Approved by Town Manager:** 5528eb5a-3798-4217-  
bb59-897809229d54 Digitally signed by 5528eb5a-3798-4217-  
bb59-897809229d54  
DN: cn=5528eb5a-3798-4217-  
bb59-897809229d54  
Date: 2024.06.26 15:54:32 -0400 **Date:** \_\_\_\_\_

**Cost of Item:** \$0.00      **Funding Source:** N/A

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

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

**Attachments:** Florida League of Cities University Certificate of Completion Letter and Certificate.

**Please initial one:**  
\_\_\_\_\_  
Yes I have notified everyone  
\_\_\_\_\_  
Not applicable in this case

**Summary Explanation/Background:**

The Florida League of Cities University issued a certificate of completion to Commissioner Michael Hensley for his completion of the Institute of Elected Municipal Officials training held in Palm Beach Gardens on June 7-8, 2024.

**Recommended Motion:**

No motion is necessary.



June 11, 2024

Clerk, Town of Lake Park  
535 Park Ave  
Lake Park, FL 33403-2603

Greetings from Florida League of Cities University:

Enclosed is one or more Certificate(s) of Completion to be awarded to the elected official(s) of the Town of Lake Park for completion of the Institute for Elected Municipal Officials held in Palm Beach Gardens, June 7th-8th, 2024.

We ask that the certificate(s) be presented as an agenda item for your next meeting and be formally recorded in the minutes. We believe the importance of completing the Institute for Elected Municipal Officials training should be known to key officials and your community. We also invite them to register for the next offering of IEMO II, when registration opens. Our next offering will be October 25-26, 2024 in Altamonte Springs.

Thank you so much for your cooperation with this. If you have any questions, please don't hesitate to email me at [Cbarton@flcities.com](mailto:Cbarton@flcities.com).

Sincerely,

A handwritten signature in black ink that reads "Christen Barton".

Christen Barton  
FLC University Coordinator  
Florida League of Cities





June 11, 2024

Commissioner Michael Hensley  
Town of Lake Park  
535 Park Ave  
Lake Park, FL 33403-2603

Dear Commissioner Michael Hensley,

On behalf of the Florida League of Cities, I am pleased to award this certificate to you for the completion of the Institute for Elected Municipal Officials in Palm Beach Gardens, FL on June 7<sup>th</sup> – 8<sup>th</sup>, 2024.

It is our sincere hope that you found the program challenging and worthwhile. We encourage you take advantage of other training opportunities through FLC University. We also invite you to register for the next offering of IEMO II, when registration opens. You can find dates and locations for other trainings on our event calendar.

We strongly believe that your attendance at the Institute is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

Sincerely,

A handwritten signature in black ink that reads "Lynn S. Tipton".

Lynn S. Tipton  
Director, FLC University  
Florida League of Cities



# MEMO



## Certificate of Completion

June 7-8, 2024 • Palm Beach Gardens, FL

*Presented to*

**Michael Hensley**

**Commissioner**

*Town of Lake Park*





# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** July 17, 2023

**Originating Department:** Public Works

**Agenda Title:** PowerPoint Presentation of Recommended Fountain Options

**Approved by Town Manager:** John D'Agostino Digitally signed by John D'Agostino  
DN: cn=John D'Agostino, o=Town of Lake Park,  
ou=Town Manager,  
email=jdagostino@lakeparkflorida.gov, c=US  
Date: 2024.06.27 15:05:20 -0400' **Date:** \_\_\_\_\_

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

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

**Advertised:**

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

**Attachments:** 1. PowerPoint presentation of fountain recommended options

**Please initial one:**

\_\_\_\_\_ Yes I have notified everyone

JM Not applicable in this case

**Summary Explanation/Background:**

This presentation aims to inform the Commission about the recent assessment of the fountain located at Kelsey Park East. The fountain has multiple issues necessitating restoration. After obtaining a restoration quote, we have also sought additional fountain models and prices. We are now presenting these options to the Commission for further guidance and direction.

**Recommended Motion:**

The department recommends replacing the fountain with one of the provided options.



# Department of Public Works

Proposed Fountain substitution for  
Kelsey Park East





# Four Lady's Fountain

- We have received a restoration quote from Cast Stone International for \$14,449.00

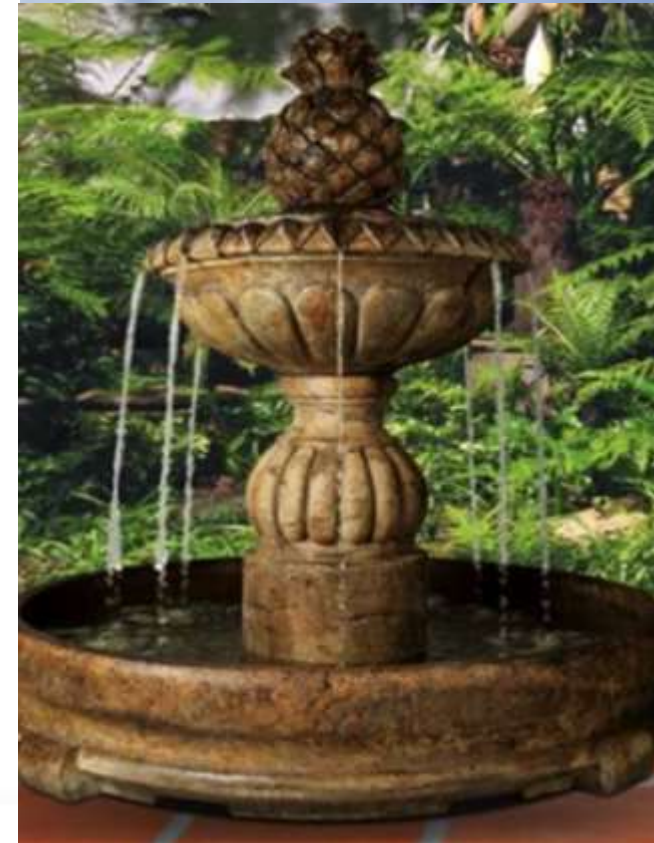




# Pina Cascada Fountain

Item 2.

- Price: \$2,144.00
- 56" tall fountain in 52" wide fountain basin shown in Relic Lava.







# Pina Cascada Fountain

Item 2.

- Price: \$4,400.00
- 81" tall fountain in 72" wide fountain classical four-tier fountain.





# Plumbed Large Lion Fountain

Item 2.

- Price: \$7,621.99
- Dimensions: 97" H x 72" W
- Weight: 3,298 lbs.
- Hand-crafted in the USA by skilled artisans
- Shown in the Sienna finish
- Made of cast stone
- 40 different finishes available
- Plumbed for Pond, does not include pond
- Requires a minimum 10-foot custom built pond
- Requires minimum 1-quarter horsepower exterior pool-type pump and filtration system





# Cavalli Tiered Outdoor Fountain

Item 2.

- Price: \$8,499.00
- Dimension: 86"H x 99½"W
- Weight: 2067 lbs.
- Shown in Vintage Stone
- Available in 40 different colors
- Cast Stone is built to last
- Recirculating pump included
- Lighting is not included, but is available







# Royal Four –Tier Water Fountain

Item 2.

- Price: \$12,749.00
- 84" H X 48" DIAM.
- Finish: Italian Sandstone Buff





# Fine's Gallery Custom Marble

Item 2.

- Price: \$25,000.00
- A mixture of Copper Tone Bronze with Patina highlighting throughout accentuates the beauty of fine detail of this delightful three-tier Bronze Pedestal Fountain.
- Dimensions: H:96in W:48in D:48in





# Discussion/Questions



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** July 17, 2023

**Originating Department:** Public Works

**Agenda Title:** PowerPoint Presentation of Capital and Maintenance Projects

**Approved by Town Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

**Advertised:**

**Date:** N/A      **Newspaper:** N/A

**Attachments:** 1. PowerPoint presentation of FY-24 Capital and Maintenance Projects

**Please initial one:**

\_\_\_\_\_ Yes I have notified everyone.

JM Not applicable in this case.

**Summary Explanation/Background:**

This presentation will provide an overview of the progress made on capital and maintenance projects during the current fiscal year. It will highlight key achievements, milestones reached, and any challenges encountered. The presentation will also outline proposed projects, detailing their objectives, expected timelines, and anticipated benefits to the community. This comprehensive update aims to keep the commissioners informed and engaged in the ongoing and planned public works initiatives, ensuring transparency and accountability in our efforts to enhance the Town of Lake Park's infrastructure.

**Recommended Motion:**

The department has no recommendations for this agenda.



# Department of Public Works

## Capital and Maintenance Projects

### FY-2024





# Agenda

- **Capital Project Review**
- **Maintenance Project Review**



# Capital Project Review

- Construction
- Project Procurement
- Engineering & Design
- Community Planning



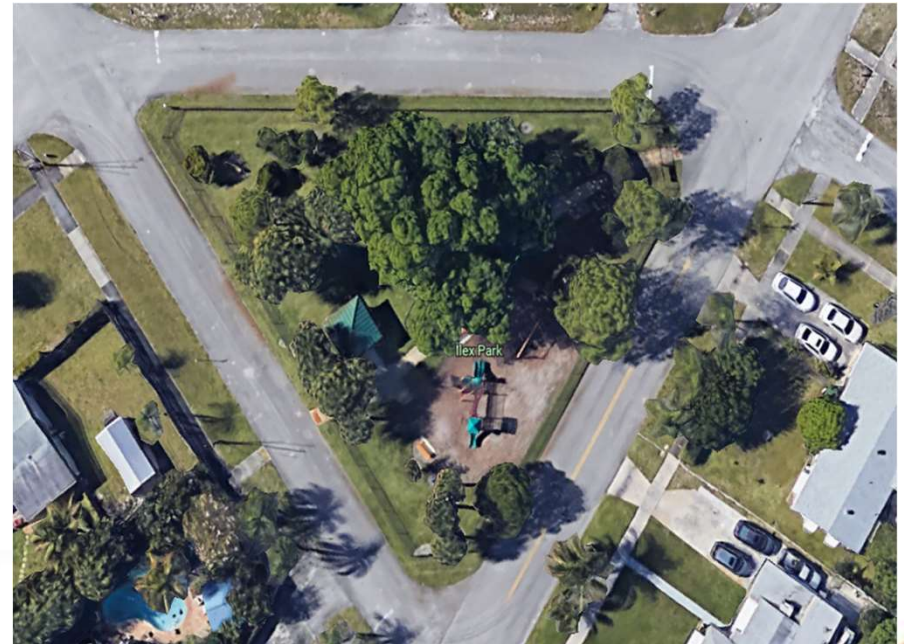
## Construction

- **West Ilex Park Improvements – Phase 2 (Playground Enhancement)**
- **Town Hall Preservation**
- **Park Avenue Streetscape Phase 1**
- **PBSO Fence Replacement**
- **Bert Bostrom Infrastructure**
- **Southern Outfall Pipe Replacement**



## West Ilex Park Improvements – Phase 2

- **Playground Enhancement**
- **Funding Sources:**
  - **CDBG Grant: \$ 47,704.00**
    - Palm Beach County - Department of Housing & Economic Development
  - **Town Match: \$ 48,044.00**
- **Status:** Construction is in progress
- **Estimated Completion Date:** September 2024





## Town Hall Preservation

- **Scope of Work:**
  - Balcony Restoration, Roof Replacement, Truss Framing Repairs, and Building Waterproofing and Painting
- **Funding Sources:**
  - **Historic Preservation Grant: \$325,000**
    - Division of Historical Resources
  - **Town Match: \$325,000**
- **Status:** Construction is in progress
- **Estimated Completion Date:** July 2024







## Park Avenue Streetscape Phase 1

- **Scope of Work:**

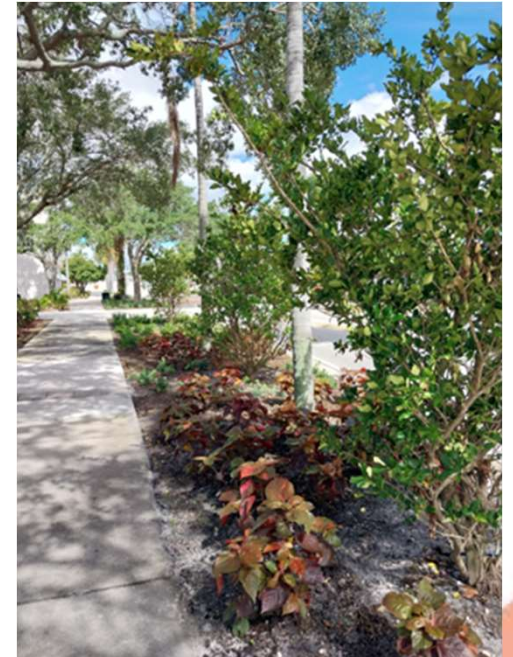
- Street Enhancement
- Concrete Sidewalk Improvements
- Landscape Enhancements
- Clock Tower Refurbish

- **Funding Sources:**

- Town CRA \$466,084

- **Status:** Construction is in progress

- **Estimated Completion Date:** July 2024





# PBSO Fence Replacement

## • Scope of Work:

- Perimeter Fence Replacement
- New Anti-Climb Perimeter Fence
- Rolling Vehicular Gates / w motors
- Swing Pedestrian Gate

## • Funding Sources:

- Town: \$155,000

## • Status: Construction is in progress

## • Estimated Completion Date: September 2024







## Bert Bostrom Infrastructure

- **Scope of Work:**
  - Drainage Improvements
- **Funding Sources:**
  - Town (Design): \$189,055
  - Federal Funds (Construction): \$5,621,838
    - Florida Commerce CDBG-MIT Grant
- **Status:** Construction is in progress
- **Estimated Completion Date:** July 2025







# Southern Outfall Pipe Replacement

- **Scope of Work:**
  - Drainage Improvements
- **Funding Sources:**
  - Town (Design): \$158,370
  - Federal Funds (Construction): \$3,450,696
    - Florida Commerce CDBG-MIT Grant
- **Status:** Construction Schedule
  - August 2024
- **Estimated Completion Date:** August 2025





## **Project Procurement “Bidding”**

- **Town Library Roof Replacement**
- **Cured In-place Pipe Lining**
- **Professional Engineering And Design Services**



## Town Library Roof Replacement

- **Scope of Work:**
  - Roof Replacement
- **Funding Sources:**
  - Town: \$285,000
- **Status:** Bidding Completed
  - **Scheduled to start:** August 2024







## Cured In-place Pipe Lining

- **Scope of Work:**
  - Repair Existing Stormwater Piping
- **Funding Sources:**
  - **Grant: \$150,000**
    - Florida Commerce CDBG-MIT Grant
- **Status:** Bidding scheduled
  - August 2024





# PROFESSIONAL ENGINEERING AND DESIGN SERVICES

- **For the 10th Street Infrastructure Improvement Project**
- **Scope of Work:**
  - Storm Drainage Improvements
  - Sidewalk / Bike Lane Modifications
  - Roadway Reconstruction
  - Landscape / Irrigation
- **Funding Sources:**
  - **Federal Funds (Design) \$195,000**
    - Florida Commerce CDBG-MIT Grant
- **Status:** Bid Advertisement Scheduled
  - August 2024
- **Project Workshop Scheduled:** September 2025





## Engineering & Design

- **10th Street Oval-about**
- **Park Avenue Lane Reduction**
- **Septic To Sewer Conversion**
- **Evergreen House Restoration**
- **Town Hall ADA Access**





## 10th Street Oval-About

- **Scope of Work:**
  - Roadway Modification
- **Funding Sources:**
  - Estimated Cost \$2,500,000
- **Status:** Design Completed
  - Project pending funding





## Park Avenue Lane Reduction (Road Diet)

- **Scope of Work:**

- On-Street Parking
- Stormwater Improvements
- Pedestrian & Bicycle Access

- **Funding Sources:**

- **Estimated Cost \$3,500,000**

- **Status:** Design Completed

- Project pending funding







# Old Dixie Septic to Sewer Conversion

- **Scope of Work:**

- Septic To Sewer Conversion (Gravity and Low-Pressure Force Main)

- **Funding Sources:**

- **Estimated Cost: \$6,000,000**

- **Status: Design Completed**

- Project Pending Funding

**OLD DIXIE SEPTIC TO SEWER**  
**TOWN OF LAKE PARK, FL**  
**GRAVITY AND LOW PRESSURE FORCE MAIN PLANS**  
 PREPARED FOR  
**TOWN OF LAKE PARK**  
 11/20/2023

VICINITY MAP  
NTS

**SHEET INDEX:**

|       |  |
|-------|--|
| 0     | COVER SHEET                                      |
| 1     | KEY SHEET  |
| 2-11  | SECTION I - TRI CITY INDUSTRIAL PARK SEWER PLANS |
| 12-14 | SECTION II - LAKE PARK PUBLIC WORKS SEWER PLANS  |
| 15-16 | SECTION III - WATERTOWER ROAD SEWER PLANS        |
| 17-18 | CIVIL ENGINEERING DETAILS                        |

TOTAL NO. OF SHEETS - 18

LOCATION MAP  
NTS

PERMIT PLANS



# Evergreen House Restoration

- **Scope of Work:**
  - Interior and Exterior Restoration Work
- **Funding Sources:**
  - Town Match: \$198,500
  - Historical Preservation Grant: \$198,500
    - Division of Historical Resources
- **Status: Project Pending**
  - Grant Agreement Execution
  - Architectural Design





## Town Hall ADA Access

- **Scope of Work:**
  - Architectural Design Work for ADA Modifications
- **Funding Sources:**
  - **Town Match: \$15,281**
  - **Historical Preservation Grant: \$15,281**
    - Division of Historical Resources
- **Status:** Project Pending
  - Grant Agreement Execution
  - Bidding for Architectural Design







## Community Planning

- **Street Lighting Improvements**
- **Stormwater Bioswale Program**
- **Community Center / Aquatic Center**
- **Seawall Reconstruction**
- **Dog Park**





# Street Lighting Improvements

- **Scope of Work:**
  - Town Wide Street Lighting Improvements
- **Funding Sources:**
  - The first phase will cost the Town nothing upfront. Monthly charges are being estimated for the upgrade of 159 Street Light.
  - The second phase will require the Town to fund upgrading the infrastructure for approximately 379 Street lights.
- **Status:** Project Pending
  - Construction Documents
  - Permitting and Construction

Exhibit B – Existing light pole locations





# Stormwater Bioswale Program

- **Scope of Work:**

- Stormwater Management Through Implementation of Bioswale Construction

- **Funding Sources:**

- Grant Funding available via the Florida Department of Environmental Protection (FDEP)

- **Status:** Program Pending

- Grant Opportunity

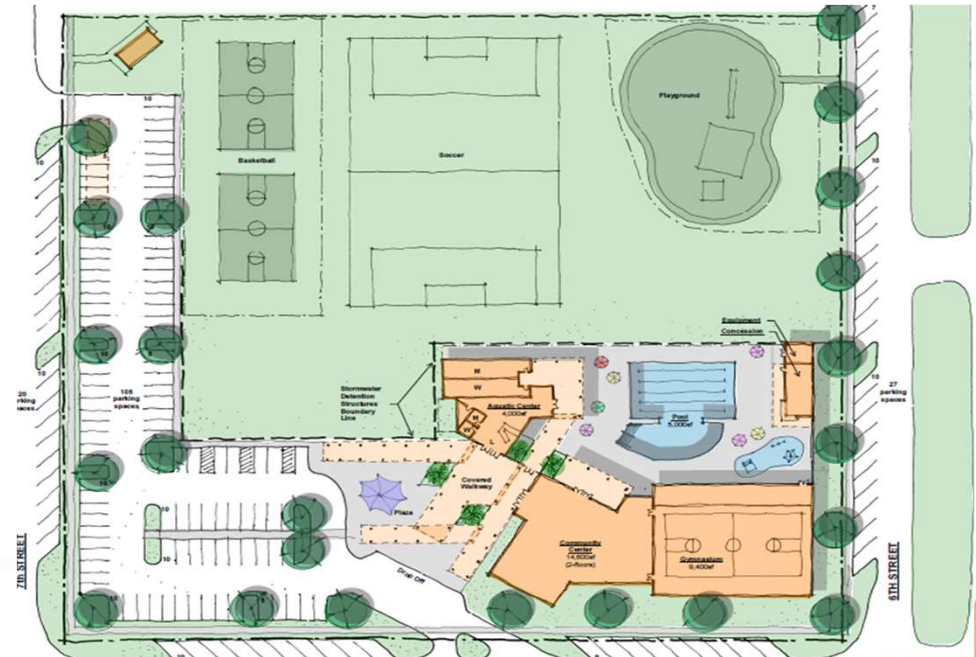


- 6<sup>th</sup> Street and Date Palm Drive
- 9<sup>th</sup> Street and Kalima Drive
- Park Avenue at Municipal Complex
- West Ilex Drive
- Flagler Blvd. & Northern Drive
- South Lake Area



# Community Center and Aquatic Center

- **Scope of Work:**
  - Build a Community Center and Aquatic Facility
- **Status:** Project Pending
  - Stakeholder Workshops
  - Commission Presentation / Discussion
  - Conceptual Design Work
  - Cost Estimates
- **Note:** Site determinations are required, which may affect the Bert Bostrom site reconstruction work.







# Kelsey Park Seawall Reconstruction


- **Scope of Work:**

- Structural Assessment Report - Completed

- **Status:** Project Pending

- Stakeholder Workshops
- Commission Presentation / Discussion
- Up-Dated Cost Estimates
- Grant Funding Assistance


**TOWN OF LAKE PARK**  
**SEAWALL STRUCTURAL ASSESSMENT REPORT**



*Prepared for:*

WATER RESOURCES MANAGEMENT ASSOCIATES, INC.  
250 Tequesta Drive, Suite 302  
Tequesta, Florida, 33469


*Prepared By:*



COASTAL SYSTEMS INTERNATIONAL, INC.  
464 South Dixie Highway  
Coral Gables, Florida, 33146  
Tel: (305)661-3655 • Fax: (305)661-1914  
[www.coastalsystemsint.com](http://www.coastalsystemsint.com)

January 2021

**Andres  
Perez**



1/25/2021





## Dog Park

- **Scope of Work:**
  - Park location with dog-friendly amenities
- **Status:** Project Pending
  - Identify a Suitable Location





# Maintenance Project Review

- Stormwater Infrastructure
  - Rehabilitation
  - Replacement
- Right of Way Infrastructure Improvement
  - Sidewalk repair and replacement





# Stormwater Infrastructure Replacement

- **Scope of Work:**
  - Replace the High-density polyethylene (HDPE) exfiltration system and install a new Reinforced Concrete Pipe (RCP) exfiltration system
- **Status:** Project Completed
- **Funding Source:**
  - Stormwater Non-Ad Valorem Assessment Fee
- **Location:**
  - 1110 to 1130 Seminole Boulevard (\$78,765)
  - 440 Crescent Drive to 1105 Seminole Boulevard (\$79,060)
  - 311 9th Street (\$179,393)







# Stormwater Infrastructure Replacement

- **Scope of Work:**
  - Repaired Reinforced Concrete Pipe (RCP) exfiltration system
  - Rehabilitation of catch basin
- **Funding Source:**
  - **Stormwater Non-Ad Valorem Assessment Fee**
- **Status:** Project Completed
- **Location:**
  - 319 4<sup>th</sup> Street (\$8,475)
  - 811 Northern Drive (\$8,475)
  - 704 W. Jasmine Drive (\$7,500)







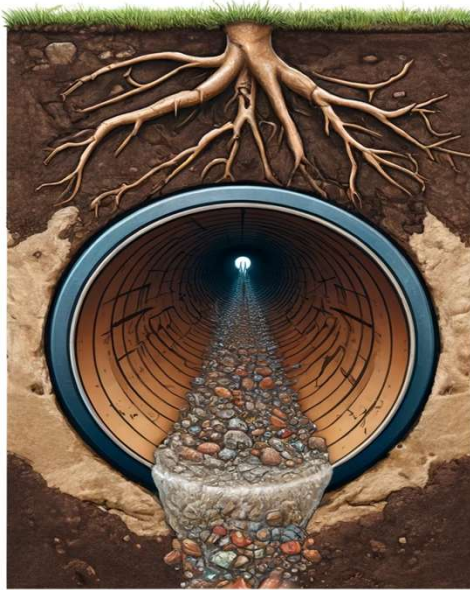
## 2nd Street Stormwater Green Infrastructure

- **Scope of Work:**
  - Drainage and Road Surface Improvement
- **Funding Source:**
  - Grant Funds: \$553,759
- **Status:** Project Completed
- **Location:**
  - 2nd Street, between Foresteria Drive and Evergreen Drive





# Cured-in-Place Pipe (CIPP) Lining Project



| Location                    | Estimated Cost     |
|-----------------------------|--------------------|
| 306 9 <sup>th</sup> Street  | \$6,001.16         |
| 801 Park Avenue             | \$40,380.70        |
| 807 to 811 Northern Drive   | \$16,257.74        |
| 802 to 809 Poplar Drive     | \$6,230.00         |
| 835 to 842 Cypress Drive    | \$7,981.93         |
| 319 4 <sup>th</sup> Street  | \$8,475.00         |
| 811 Northern Drive          | \$8,475.00         |
| <b>Estimated Total Cost</b> | <b>\$93,801.53</b> |





# Pipe Replacement Projects

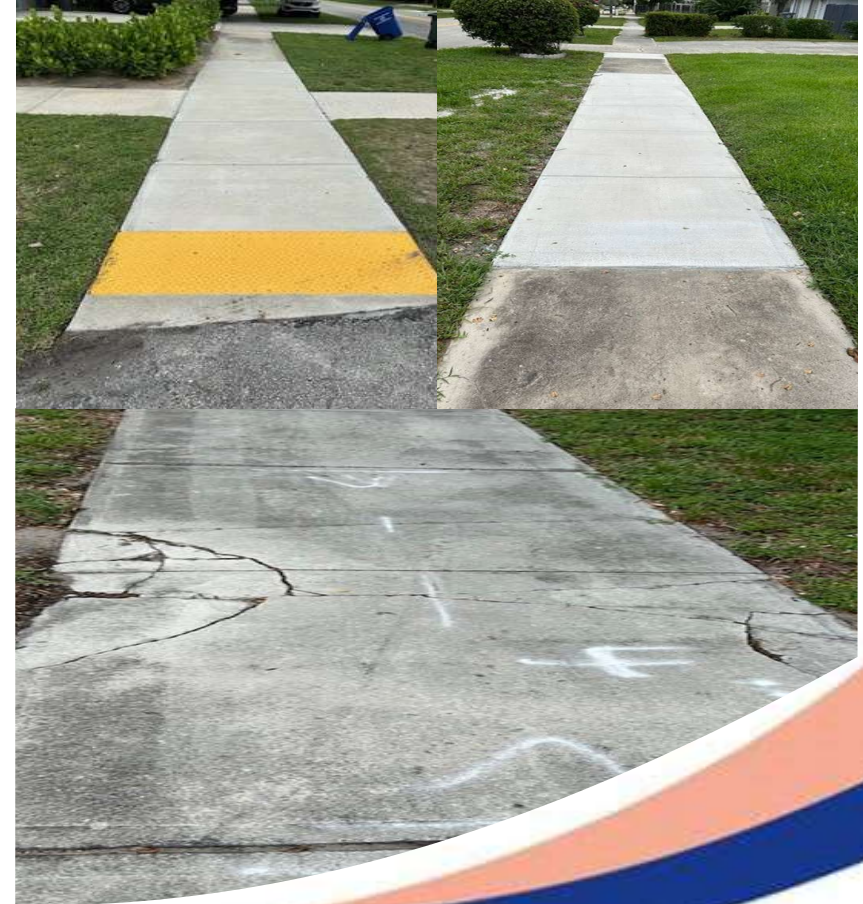


| Location  | Estimated Cost      |
|---|---------------------|
| Main Line #253<br>810 to 840 Seminole Boulevard | \$104,270.00        |
| Main Line #256<br>809 to 839 Seminole Boulevard | \$106,788.00        |
| 401 6 <sup>th</sup> Street                      | \$58,400.00         |
| <b>Total Estimated Cost</b>                     | <b>\$269,458.00</b> |



## Sidewalk Repair or Replacement

- **Scope of Work:**
  - Repaired or replaced sections of sidewalks within the town to improve pedestrian safety and connectivity.
- **Funding Source:**
  - Town: \$275,000
- **Status:** Project ongoing
- **Locations Completed:**
  - Bayberry Drive, Cypress Drive, Date Palm Drive, Flagler Boulevard, Foresteria Drive, Greenbriar Drive and Hawthorne Drive







# Discussion/Questions



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 17, 2024

Agenda Item No.

Agenda Title: July 3, 2024 Regular Commission Meeting Minutes.

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance, New Business, Other, Consent Agenda, Old Business

Bambi McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=bturner@lakeparkflorida.gov, c=US
Date: 2024.07.10 11:49:52 -04'00'

Approved by Town Manager Turner

Laura Weidgans, Deputy Town Clerk
Name/Title

Table with 3 columns: Originating Department (Town Clerk), Costs (\$ 0.00), Attachments (Minutes), and Advertisized (Not Required).

Recommended Motion: I move to approve the July 3, 2024 Regular Commission Meeting Minutes.



# Lake Park Town Commission, Florida

## Regular Commission Meeting Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403  
July 03, 2024 at 6pm

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|                             |   |                      |
|-----------------------------|---|----------------------|
| <b>Roger Michaud</b>        | — | <b>Mayor</b>         |
| <b>Kimberly Glas Castro</b> | — | <b>Vice Mayor</b>    |
| <b>Michael Hensley</b>      | — | <b>Commissioner</b>  |
| <b>Mary Beth Taylor</b>     | — | <b>Commissioner</b>  |
| <b>Judith Thomas</b>        | — | <b>Commissioner</b>  |
| <b>John D’Agostino</b>      | — | <b>Town Manager</b>  |
| <b>Thomas J. Baird.</b>     | — | <b>Town Attorney</b> |
| <b>Vivian Mendez, MMC</b>   | — | <b>Town Clerk</b>    |

*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

6:02 P.M.

PRESENT

- Mayor Roger Michaud
- Vice-Mayor Kimberly Glas-Castro
- Commissioner Mary-Beth Taylor
- Commissioner Judith Thomas
- Commissioner Michael Hensley

### PLEDGE OF ALLEGIANCE

Led by Mayor Michaud.

**The Commission Recessed at 6:04 pm for the Executive Session.**

**The Commission Returned from the Executive Session at 6:39 P.M.**

**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.*

Motion to reorganize the agenda to place Public Comment before Special Presentation by Vice-Mayor Glas-Castro. Seconded by Commissioner Thomas.

Voting Aye: All

-Ms. Jean Marie Middleton is running for County Court Judge and introduced herself to the Commission.

Ms. Mikki Isackson spoke about the elections being stolen and asked the Commission to read and support documents she will be submitting to the Town.

Ms. Candas Rojas left some documents for the Commission and spoke about legalities within Palm Beach County.

Mr. Brett McCullough introduced himself and provided his background.

Mr. James Sullivan spoke about an area in Town where there is no sidewalk and it is dangerous. He also spoke about proper recycling.

Ms. Betty Bennett introduced her Flower shop "Flowers for all Occasions".

**SPECIAL PRESENTATION/REPORT:**

1. Proclamation Declaring July 17, 2024 as "13th Annual KidsFit Jamathon Day."

No one was in attendance to accept the proclamation.

2. Legislative Update by Representative Jervonte Edmonds

Representative Jervonte Edmonds presented to the Commission (see Exhibit "A").

Commissioner Hensley stated for the record "All the things you did for the youth and the School District, etc. people don't get to see all that he's done and he's changed a lot of kid's lives and he thanks him for that."

Vice-Mayor Glas-Castro thanked Representative Edmonds for his help and support in Tallahassee and Palm Beach Shores.



3. Recommendations Rising from the 2023 Solid Waste (Sanitation) Utility Rate Analysis. Public Works Director Jaime Morales provided a summary of the items stating that the presentation had already been made last year. (see Exhibit "B"). Vice-Mayor Glas-Castro spoke about the large increase last year and clarified that this years' increase would go back to the 3% range. Public Works Director Morales confirmed this was correct.
4. Recommendations Rising from the 2023 Stormwater Utility Rate Analysis. Public Works Director Morales provided a summary of the items stating that the presentation had already been made last year. (see Exhibit "C"). Vice-Mayor Glas-Castro asked about the increase but feels that the increase is necessary. Commissioner Thomas spoke about the increases and that we have seen the improvements with reduction to flooded areas and she commends the Commission for making the decision to move forward with this.

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

Town Attorney Baird provided information regarding the Executive Recruitment Service Proposals (Exhibit D). The Commission asked questions regarding the services the firms provide. Commissioner Thomas provided her comments regarding this process. Commissioner Thomas stated "For the record, I am more willing to have our Human Resources (HR) Director be our Town Manager as opposed to going back out. The reason being that where we are now and where we were approximately 10 years ago is a vast difference. 10 years ago we were looking for the Governor to take over the town of Lake Park. Because of the vision of our Town Manager we are seeing all of that hard work come to fruition. And so therefore, we have a path where we look to continue. I believe we have in-house staff who can continue that vision and just speaking of tonight when we looked at the studies that were done for us that were projected out until 2028. We were in no position 10 years ago and here we are looking at a budget that was over \$1 million. At this point in time we know what we have. We are practically 98% built out in our town and the leadership we need is already here. I don't see the need to bring on someone entirely new to direct what I feel that we are on auto-pilot and that direction has already been presented to us and that person is already here and has longevity not only that but if it has been the desire of this

Commission to promote from within, we have that here and I would like to proceed with that. In my opinion I would like to promote what we have here in house as that individual has been in that capacity more than once. They have the knowledge and background and they have worked in that capacity. I personally would like to see that if we bring someone in, they're really just going to be following the footprint of what our Town Manager is going to be leaving behind. Our Town Manager has done a good job in educating our staff and really bringing our HR director and allowing the opportunity for advancement to occur and now we're here where that opportunity can be made available to in-house. In my opinion, I would move forward in that direction and while I honor these firms, I am not in agreement of wanting to do a search at this time, but to continue along the path with someone that's trusted and we know their work ethics." Vice-Mayor Glas-Castro stated that she respectfully disagrees with this. She feels that we have to find someone with better experience and we cannot stay stagnant and wants to move the Town forward. She stated with the interest of Investors and Developers, we need to have a Town Manager that has broad experience with other locations. Commission Taylor stated that she agrees with the Vice-Mayor's opinion. Commissioner Hensley stated that the Commission had already decided to go through this process. Mayor Michaud stated he would like to see the candidates that are out there but also wants to recognize Ms. Turner and believes she would make a good candidate and should apply for the position. Commissioner Thomas stated for the record that "If we have someone, she prefers we hire that person, but has agreed to move forward with the candidate search."

Motion made to authorize the Mayor to sign a letter of engagement with Mercer Group by Vice-Mayor Glas-Castro, Seconded by Commissioner Taylor.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor, Commissioner Thomas, Commissioner Hensley.

Town Manager D'Agostino provided his comments via Exhibit "E". The Commission agreed on Saturday November 2, 2024 to discuss additional density initiatives along Lake Shore Drive and the Federal Highway Mixed-Use corridor from 10am to noon. The Commission agreed to hold a Workshop on Wednesday September 4, 2024 at 6pm to discuss the sale of a Town owned strip of land located directly north of 302 Lake Shore Drive. Commission consensus was reached to proclaim August 2024 as Florida Water Professionals Month, to be presented at a future meeting. Commissioner Taylor showed a picture of a person waiting for the bus sitting on the ground. She asked that a bench and trash receptacle at that bus stop.

Vice-Mayor Glas-Castro expressed concern for what looks like a junkyard on 13<sup>th</sup> Street and that it is unsightly. Town Manager D'Agostino stated that staff is aware of this and code enforcement has already paid a visit. She stated that she wants to review the plans for the new project on 10th Street and Park Avenue. Community Development Director Nadia DiTommaso stated she would distribute the plans to the Commission as soon as possible. It was agreed that Town Attorney Baird would discuss this item with staff to ensure proper procedure is followed. Commissioner Thomas asked if they could have individual meetings with the developer and with staff prior to the meeting. Town Attorney Baird stated they could as long as they disclosed those discussions.

Commissioner Thomas stated that she is again noticing shopping carts back on Water Tower Road. Commissioner Hensley spoke about the building on the corner of Park Avenue and 8<sup>th</sup> Street and that it is an eyesore and asked if there is anything the Town can do. Commissioner Thomas asked about the status of the relocation of the 918 Park Avenue building. Town Manager D'Agostino stated that the owner is in the process of researching options. Mayor Michaud asked for an update on the Live Local project. Community Development Director DiTommaso stated that would be an upcoming agenda item for the August 3, 2024 meeting. Mayor Michaud shared discussions he had with some other Mayors on this topic. He wants to encourage all Commissioners to join Legislative Policy Committees. He also congratulated the following: Texas Roadhouse on Congress Avenue, Betty the florist on Park Avenue and to his son for being accepted to EMT school.

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

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor, Commissioner Thomas, Commissioner Hensley.

5. June 5, 2024 Regular Commission Meeting Minutes
6. June 12, 2024 Executive Session and Special Call Commission Meeting Minutes
7. Resolution 44-07-24 Authorizing and Directing the Mayor to Execute a Change Order to the Agreement between the Town of Lake Park and the State of Florida Department of Environmental Protection for the 2nd Street Resurfacing and Green Infrastructure Project.
8. Resolution 45-07-24 Authorizing and Directing the Town Mayor to Execute, on Behalf of the Town of Lake Park, an Amendment to the Grant Agreement with the State of Florida Department of Environmental Protection for Grant Funding for Storm-water Mitigation Infrastructure Improvements as Part of the Southern Outfall Stormwater Infrastructure Improvement Project.
9. Resolution 46-07-24 Authorizing and Directing the Mayor to Execute a Construction Services Agreement between the Town of Lake Park and HG Construction Development & Investment, Inc.

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

10. Ordinance 07-2024 Mobile Vendors, including Mobile Food Dispensing Vehicles (i.e. Food Trucks).

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, SECTIONS 22-101 THROUGH 22-113 ENTITLED “STREET AND MOBILE VENDORS”; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Anders Viane explained the item. Vice-Mayor Glas-Castro expressed a concern with how this would be enforced at night. Town Manager D’Agostino stated there as a few options that might include having a code enforcement officer work during those hours. Town Planner Viane stated that language could be added for second reading of the Ordinance that would prohibit overnight parking and accessory use.



Motion made to approve Ordinance 07-2024 on first reading by Commissioner Thomas, Seconded by Commissioner Hensley.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor, Commissioner Thomas, Commissioner Hensley.

Town Attorney Baird read the Ordinance by title only.

11. Ordinance 08-2024 Creating a New Section 30-6 Pertaining to the Operation of Micromobility Devices, Golf Carts, Low Speed Vehicle and Motorized Scooters and Amending Chapter 30 Pertaining to High-Capacity Passenger or Work Vans.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30, ARTICLE I TO CREATE A NEW SECTION 30-6 PERTAINING TO THE OPERATION OF MICROMOBILITY DEVICES, GOLF CARTS, LOW SPEED VEHICLES, AND MOTORIZED SCOOTERS; PROVIDING FOR THE AMENDMENT OF CHAPTER 30, ARTICLE II SECTION 30-35 PERTAINING TO HIGH-CAPACITY PASSENGER OR WORK VANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Viane explained the item and clarified which types of mobility devices could ride in the street as opposed to the sidewalk. Commissioner Taylor feels there are too many devices that are allowed on the sidewalk and this is not safe. Town Planner Viane explained that this plan allows for widening of all sidewalks or shared use paths. Commissioner Thomas asked for a definition of multi-modal pathways. Town Planner Viane stated that the definition is part of the Mobility Plan. Commissioner Hensley agrees that motorized bikes may need to have a pathway for use.

Motion to approve Ordinance 08-2024 made by Commissioner Taylor, Seconded by Commissioner Thomas.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor, Commissioner Thomas, Commissioner Hensley.

Town Attorney Baird read the Ordinance by title only.

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

NONE

**NEW BUSINESS:**

12. Setting the Current Year Proposed Millage Rate, and Restating the Date, Time, and Location for the First Public Budget Hearing.

Town Manager D'Agostino stated that they are proposing the highest millage rate and there will be an opportunity to reduce the rate later in the process. The first public budget hearing is set for September 5, 2024 at 6:30 pm in the Commission Chambers. Motion made to establish the maximum proposed millage rate at 5.1870 mills and that we restate the first public budget hearing to be on September 5, 2024 at 6:30 pm in the Commission Chamber by Vice-Mayor Glas-Castro. Seconded by Commissioner Thomas. Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor, Commissioner Thomas, Commissioner Hensley.

**REQUEST FOR FUTURE AGENDA ITEMS:****ADJOURNMENT:**

Motion to adjourn made by Commissioner Thomas. Seconded by Vice-Mayor Glas-Castro. Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor, Commissioner Thomas. Commissioner Hensley was not present.  
Meeting adjourned 9:47 pm.

**FUTURE MEETING DATE:** Next Scheduled Regular Commission Meeting will be held on July 17, 2024.

\_\_\_\_\_  
Mayor Roger D. Michaud

Town Seal

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

\_\_\_\_\_  
Deputy Town Clerk, Laura Weidgans

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2024

Exhibit A

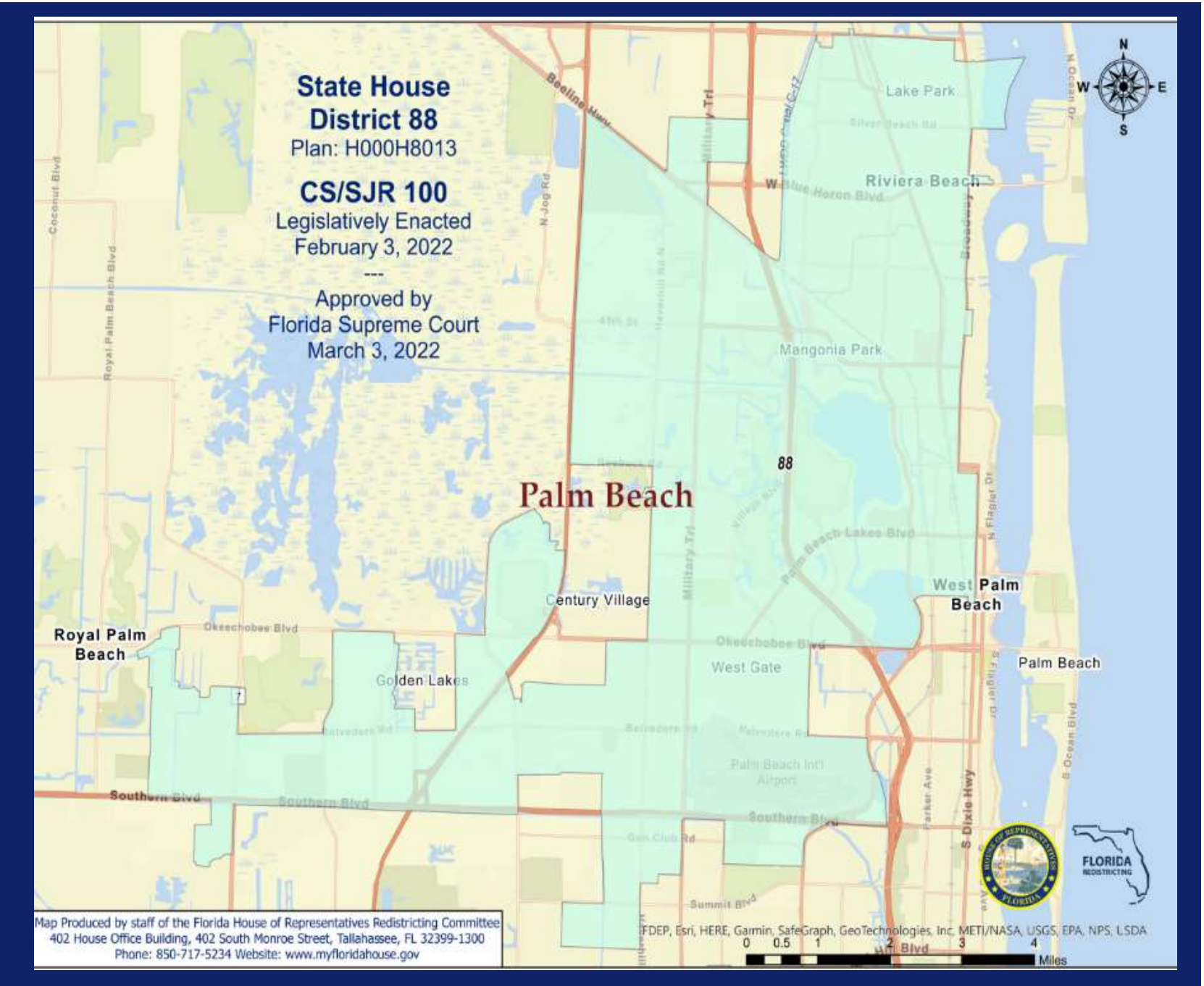
# Florida Legislative Session Review

#RepJervonteEdmonds

***PREPARED BY REP. JERVONTE EDMONDS  
“EVERY FLORIDIAN DESERVES THE FREEDOM TO BE HEALTHY,  
PROSPEROUS, AND SAFE.”***



# District 88



## Find Your State Representative & State Senator





# Legislative Session

60 days long, ended on March 8th.  
1901 Bills Filled  
300+ Passed





# REPRESENTATIVE EDMONDS COMMITTEES

- Health & Human Services Committee
- Joint Administrative Procedures Committee
- Constitutional Rights, Rule of Law & Government  
Operations Subcommittee
- Transportation & Modals Subcommittee
- State Administration & Technology Appropriations  
Subcommittee

# REPRESENTATIVE EDMONDS COMMITTEES

- HB 13 - Minimum Base Salary for Full-time Teachers
- HB 25 - Florida Bright Futures Scholarship Program
  - HB 31 - Landlords and Tenants
- HB 41 - Mortgage Loans and Insurance Payments Grant Program
  - HB 329 – Financial Assistance for Homeowners
  - ✓ •HB 767 - Resident Status for Tuition Purposes
    - HB 1017 - Insurance



# Housing & Insurance

#RepJervonteEdmond

## Property Insurance Reform

No major reforms were made; important workshop was hosted. One year insurance tax cut equaling about \$50 per homeowner. Unregulated surplus lines insurers will be allowed to take policies out of Citizens that cover second homes.

## My Safe Florida Home

\$200M added to this program for the next fiscal year.

## Affordable Housing

Affordable Housing \$408 M – Provides \$174 M for SHIP, the State Housing Initiatives Partnership program; and \$234 M for SAIL, the State Apartment Incentive Loan program.

## HOAs

HB1203 requires HOAs in the state to give each resident its rules and covenants and force them to let each person know of any updates to those documents.

## Homelessness

Controversial proposal designed to prevent homeless people from sleeping in public places

# ● Tax Package - ~508.8 Mil

## Provisions in HB 7073 include:

**#RepJervonteEdmond**

**S**

- a 14-day “back-to-school” tax holiday
- two 14- day “disaster preparedness” tax holidays for specified disaster preparedness supplies;
- a one-month “Freedom Month” tax holiday for specified recreational items and activities;
- a seven-day “Tool Time” tax holiday for tools/equipment used in skilled trade
- allows counties deemed to be area of critical state concern to give an affordable housing tax exemption to properties with more than 10 units; allows taxing authorities the power to opt out of state law relating to certain affordable housing exemptions, if certain conditions are met and the decision is approved by a two-thirds majority of the governing body; allows an affordable housing tax exemption for the first 15 years of certain new, low-income housing projects; and revises exemption parameters and processes.
- corporate income tax credit for three fiscal years for businesses that hire persons with disabilities;
- creates insurance premium deductions for residential and flood policies and creates a corresponding insurance premium tax credit for insurers required to give deductions;

# Education

## #RepJervonteEdmond

### HB917

The bill authorizes a minor aged 16 or 17 years to work on any residential building construction,

### Chaplains & Communism Bill

HB931 would allow volunteer chaplains in public schools; K-12 students could start receiving instruction on the history of communism by the 2026-2027 school year w/HB1349.

### Vouchers

HB 1403 is meant to clarify the universal voucher program, which was expanded last year. The bill establishes some guidelines to distribute voucher funds to families in a timely manner after [public outcry on late payments](#).

### SB1688

The bill requires school districts to inform students and parents during course selection for middle school of the career and professional academy or career-themed course available within the district

### Post-Secondary Education

GATE program would help HS drop-outs earn their GED or equivalent, and then work towards a professional certification.

# BUSINESS

#RepJervonteEdmond

## HB473 Cyber Security

The bill provides that a county or municipality that substantially complies with the cybersecurity training, standards, and notification protocols under current law or any other political subdivision of the state that complies with these standards and protocols on a voluntary basis, is not liable in connection with a cybersecurity incident.

## SB362 Workers Comp

Florida's Workers' Compensation Law (WC Law) mandates employers to furnish injured workers with necessary medical care for the duration required by the injury or recovery process. bill increases the maximum reimbursement for physician licensed, from 110 percent, to 175 percent of the reimbursement allowed by Medicare.

## HB 629 Builders Warranty

The bill requires the warranty to cover the newly constructed home for a minimum full one-year period, even if the home is sold or transferred.

## Small Business

State Small Business Credit Initiative \$175.2 M – Provides federal budget authority to allow expanded access to capital and credit to small businesses in the state, specifically minority, women, and/or veteran-owned businesses

## Nonprofit

Non-profit Security Grant Program \$10 M – Provides funding to support nonprofit organizations, including houses of worship and community centers, that are at high risk for violent attacks or hate crimes.



# BUSINESS

#RepJervonteEdmond

## HB49 Minors Employment

- Provides that minors 16 and 17 years old: • May only work between 6:30 a.m. and 11 p.m., when school is scheduled the following day
- Provides that minors 15 years of age or younger, instead of 17 years of age or younger, may not work more than: • 6 consecutive days in any one week.

## HB433 Wages and Heat

The bill removes the ability of local governments to require a minimum wage for certain employees under the terms of a contract, and provides that the bill's revisions to Florida's wage and employment benefits law do not impair any contract entered into before September 30, 2026.

## HB 1335 DBPR

- Allows local construction contractor licensing agencies to recommend restitution as a disciplinary action.
- Clarifies that an exclusion from engineering licensing requirements applies to all business organizations, not just corporations.

## Road Projects

Moving Florida Forward \$370 M – Provides funding to supplement the Work Program and accelerate the completion of selected road projects to provide traffic congestion relief in the State of Florida

## Economic Development

Provides \$130.4 M (\$97 M GR, \$33.4 M TF) for economic development activities (Job Growth Grant Fund, Quick Response Training, Defense Support Task Force, Hispanic Business Initiative Outreach Program, Black Business Loan Program, Military Base Protection, Defense/Rural Infrastructure, Select Florida, Sports Foundation).

# • Social media & AI

## HB1/HB3

Final bill sets required state-mandated age verification for pornography; bans social media for anyone under 13; 14 and 15-year-olds could now have accounts under the new measure, but with parental consent. Likely still not constitutional.

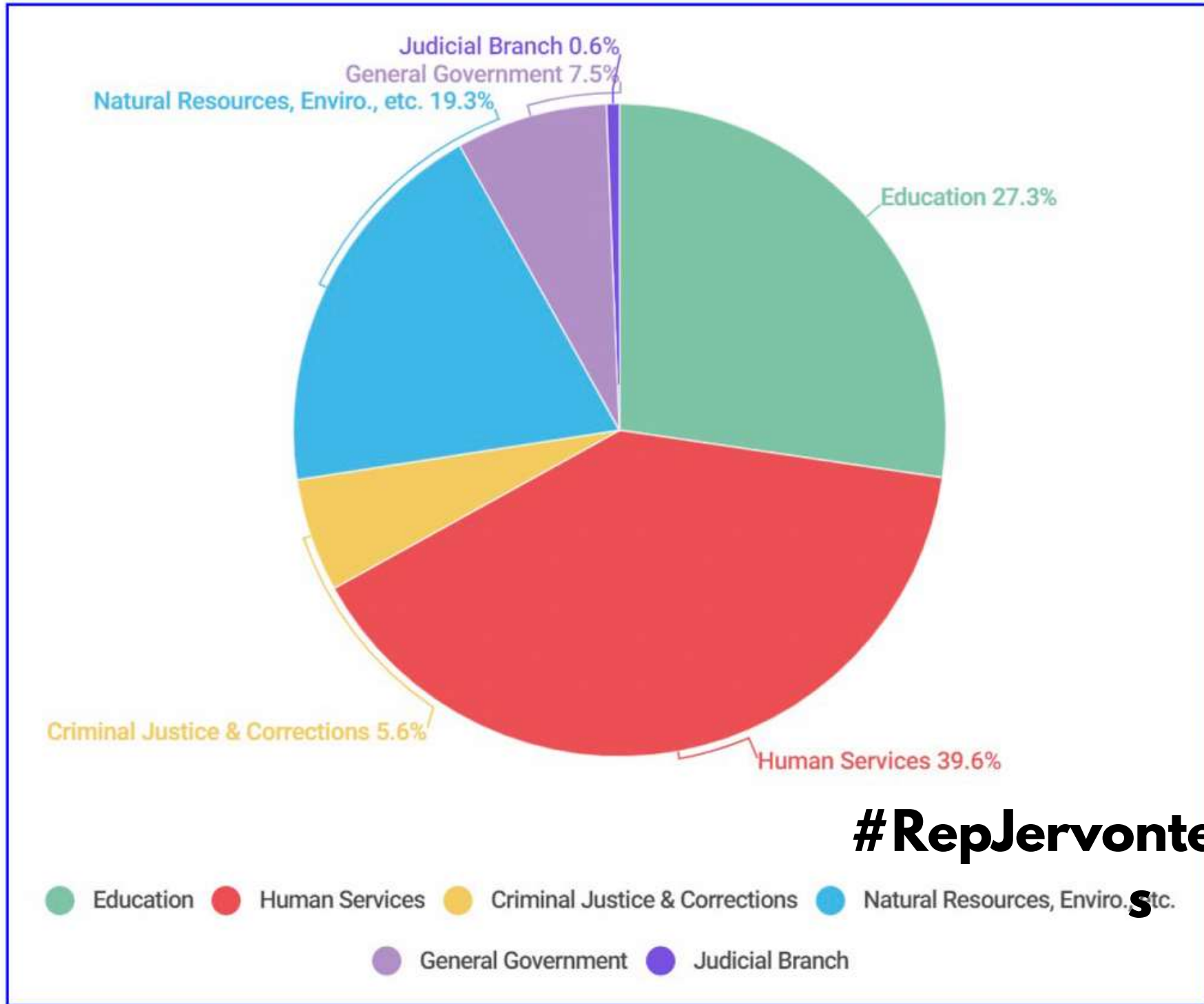
## #RepJervonteEdmond

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## HB919

Requires certain political advertisements, electioneering communications, or other miscellaneous advertisements made with AI to include specified disclaimer.

### Proportional Funding Allocation by Section



| Silo   | Section | Amount                   |
|--|---------|--------------------------|
| Education  | 1 & 2   | \$ 32,096,127,172        |
| Human Services   | 3       | \$ 46,546,944,340        |
| Criminal Justice & Corrections                                     | 4       | \$ 6,597,123,676         |
| Natural Resources, Environment, Growth Managements, Transportation | 5       | \$ 22,649,588,381        |
| General Government   | 6       | \$ 8,832,151,288         |
| Judicial Branch  | 7       | \$ 741,339,517           |
| <b>TOTAL</b>   |         | <b>\$117,463,274,374</b> |

## BY THE NUMBERS

**\$49.4** \* General Revenue Funds

**\$30.2** \* State Trust Funds

**\$37.9** \* Federal Funds

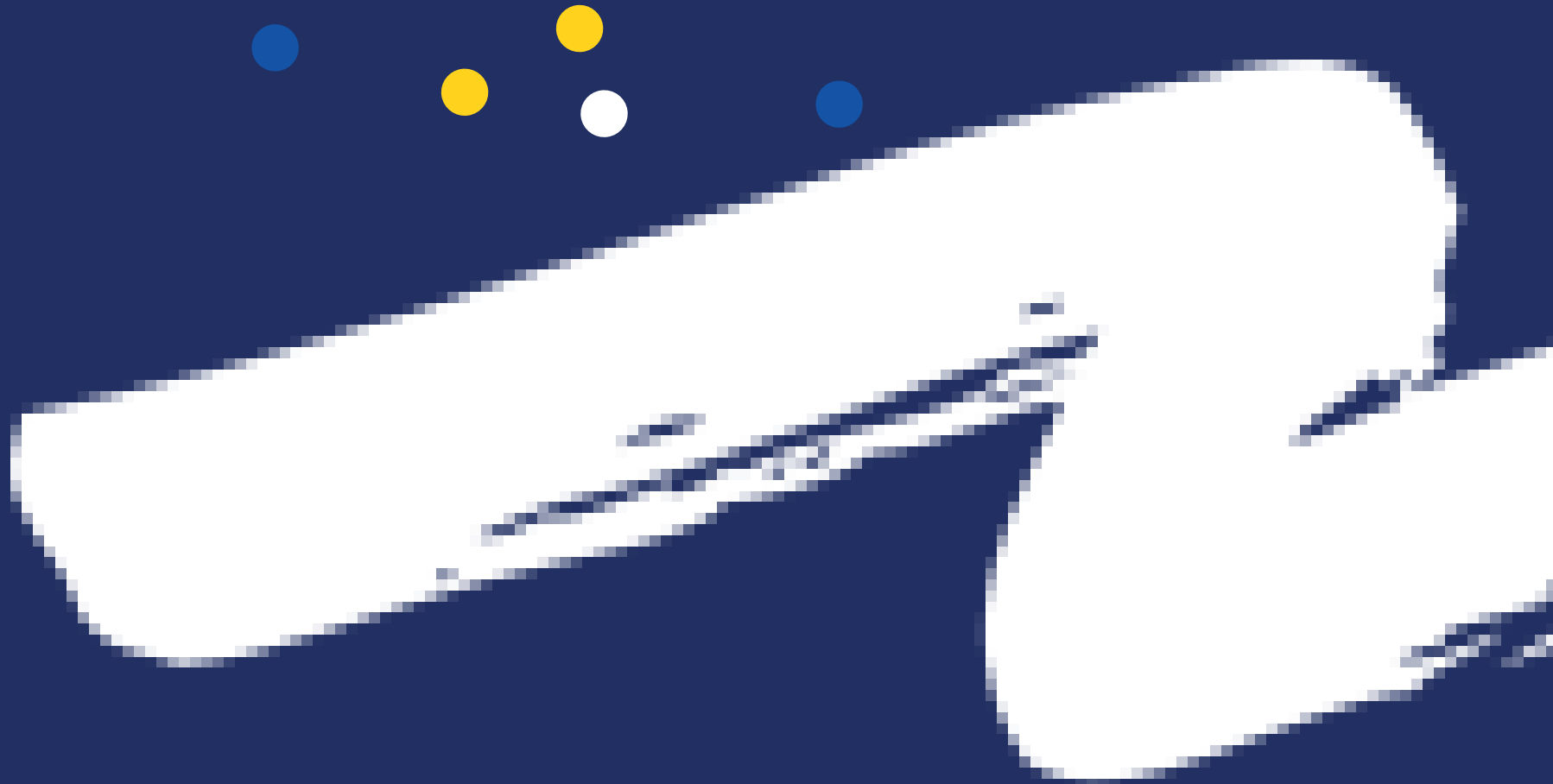
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**\$117.5** \* Total Budget

\* = in Billion ~ = Approximately

FLORIDA HOUSE DEMOCRATS





# Questions?

## Next Session

Begins March 2025 but committee weeks will begin after November

**7**  
The number of bills every State House Member Can File

**3**  
The number of sessions Rep. Edmonds can serve in before he terms out :)



# Thank you!

**VOLUNTEER**

**VOTE BY MAIL**

**ONLINE**

@Tae\_Edmonds

Exhibit B

# Town of Lake Park Solid Waste Utility

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## The 2023 Rate Study

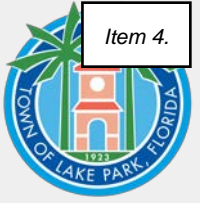
Public Works Department

June 21, 2023



# Project Milestones

- On January 18, 2023, the Town Commission engaged Raftelis to prepare a solid waste rate study
- Town staff held a special workshop for residents and business owners on June 8, 2023
  - › Public notices (in three languages) and a follow-up letter were sent to all Town properties; project information was also added to Town's website in April 2023
  - › The agenda and presentation materials were made available on the Town's website on June 7, 2023
  - › The presentation was also recorded for those who could not join the meeting in person



# June 8<sup>th</sup> Workshop – Discussion Topics

1. Introductions
2. Solid Waste Utility Background
3. Solid Waste Utility Operations
4. The Solid Waste Utility Rate Analysis
5. Principal Cost Drivers
6. Study Objectives & Tasks
7. Major Study Assumptions
8. Summary of Current Operations
9. Conclusions and Recommendations
10. Q&A
11. Closing Comments





# Executive Summary



# Solid Waste Utility – Background

- Collects solid waste from residential and commercial properties
- First line of defense for the health of the community
- Protects the environment, avoids air/water contamination, and recovers materials through recycling processes



# Solid Waste Utility – Background (cont.)



- Provides a variety of educational opportunities during public outreach events
- Provides Roll-off disposal services through franchise agreements with three (3) haulers
- Partners with national, regional and local public/private organizations for continuous process improvement

# Solid Waste Utility – Background (cont.)

- **Authorized Staff:** Nine (9) full-time employees:
  - › **Supervisors (2)**
  - › **Sanitation Truck Operator I (3)**  
(Some vacant 12 months)
  - › **Sanitation Truck Operator II (3)**  
(Some vacant 12+ months)
  - › **Sanitation Truck Operator Trainee (1)**





# Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division is assigned ten (10) primary collection trucks:

## **Automatic Side Loader (ASL)**

- › **Primary Uses:** Residential Garbage, Recycling
- › **Inventory:** Four (4)
- › **Average Yrs. in Service:** 6.5 Yrs.



# Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division also operates:

## Front-End Loader (FEL)

- › **Primary Uses:** Commercial Garbage, Recycling
- › **Inventory:** Four (4)
- › **Average Yrs. in Service:** 6.5 Yrs.



# Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division also operates:

## Clam Truck

- › **Primary Uses:** Residential Vegetation Debris and Bulk Trash
- › **Inventory:** Three (3)
- › **Average Yrs. in Service:** 5.75 Yrs.



# Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- › Recommended Equipment Backup Ratio per Solid Waste Association of North America (SWANA): **1:1.2/1:1.5**

| <b>Asset (# in Fleet)</b> | <b>Needed for Daily Operations</b> | <b>1:1.2 Ratio</b> | <b>1:1.5 Ratio</b> |
|---------------------------|------------------------------------|--------------------|--------------------|
| Automatic Side Loader     | 2                                  | 2.4                | 3                  |
| Front-End Loader          | 2                                  | 2.4                | 3                  |
| Grapple (Clamshell) Truck | 2                                  | 2.4                | 3                  |
| Rear Loader               | 0                                  | 1.2                | 1.5                |



# Solid Waste Utility – Background (cont.)

- Operates as a self-supporting enterprise fund with separate accounting from other Town departments and resources
- Town has historically used operating reserves to cover actual expenses that exceeded the budgeted amounts while phasing in rate adjustments over time

| <b>Historical Sanitation Annual Assessment- Residential</b> |   |                           |
|---|---|---------------------------|
| <u>Assessment Year</u>                                      | <u>Single-Family/Multi-Family &lt;5</u> | <u>Multi-Family &gt;4</u> |
| 2019-2020   | \$215.49                                | \$145.93                  |
| 2020-2021   | \$234.88                                | \$159.06                  |
| 2021-2022   | \$234.88                                | \$159.06                  |
| 2022-2023   | \$246.62                                | \$167.01                  |
| <b>2022-2023</b>  | <b>\$258.37</b>                         | <b>\$174.97</b>           |

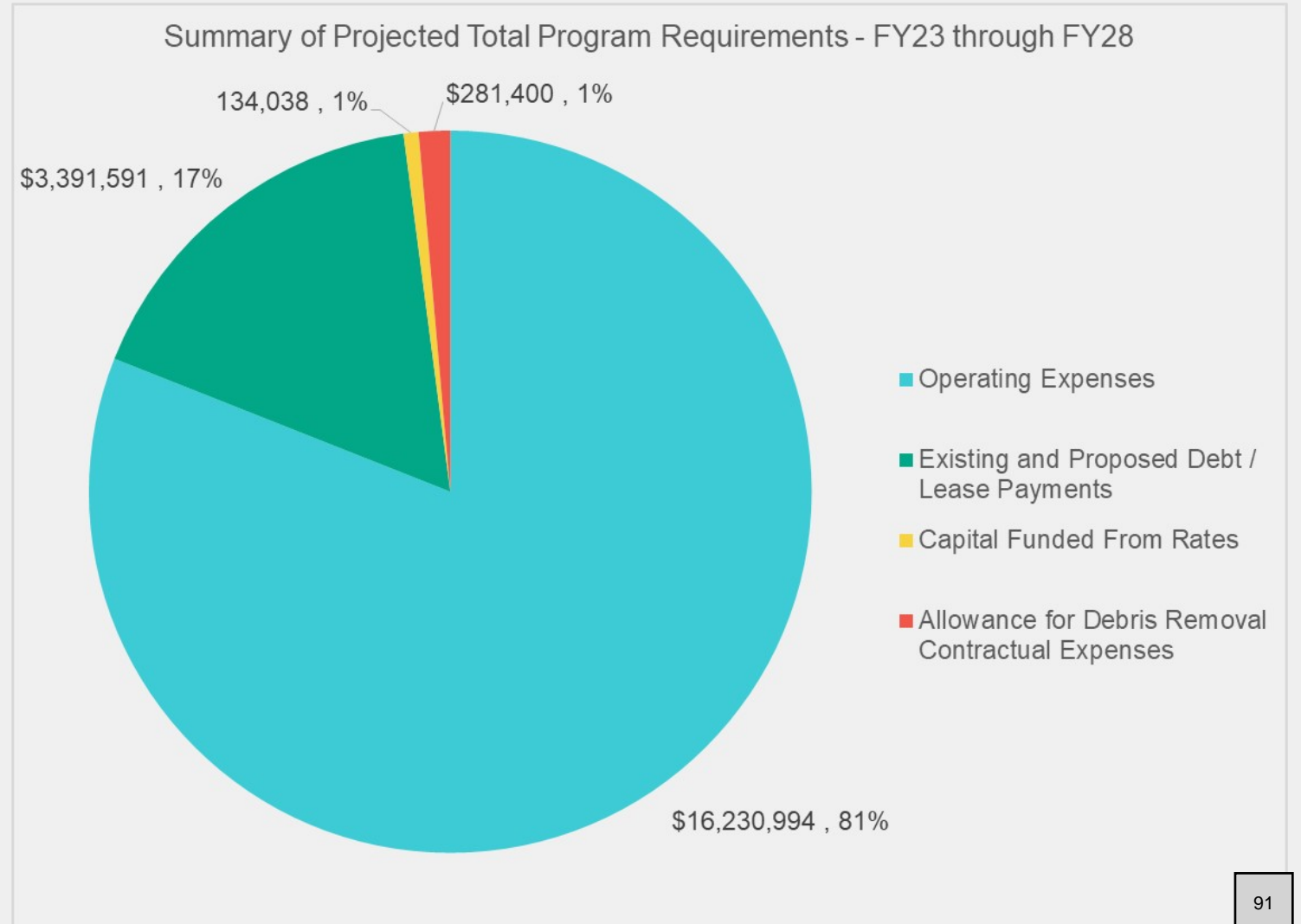


# The 2023 Solid Waste Utility Rate Study



# Solid Waste Program Requirements

- Total program needs through FY28 are estimated to exceed \$20.0 million



# Projected Revenues

- Annual revenues estimated at \$2.2 million per year
  - › Most residential property owners take advantage of the 4% discount by paying early
- Assumed 1% growth in residential and multifamily cart services
- Growth in dumpster accounts based on development projections provided by Town staff





# Principal Cost Drivers

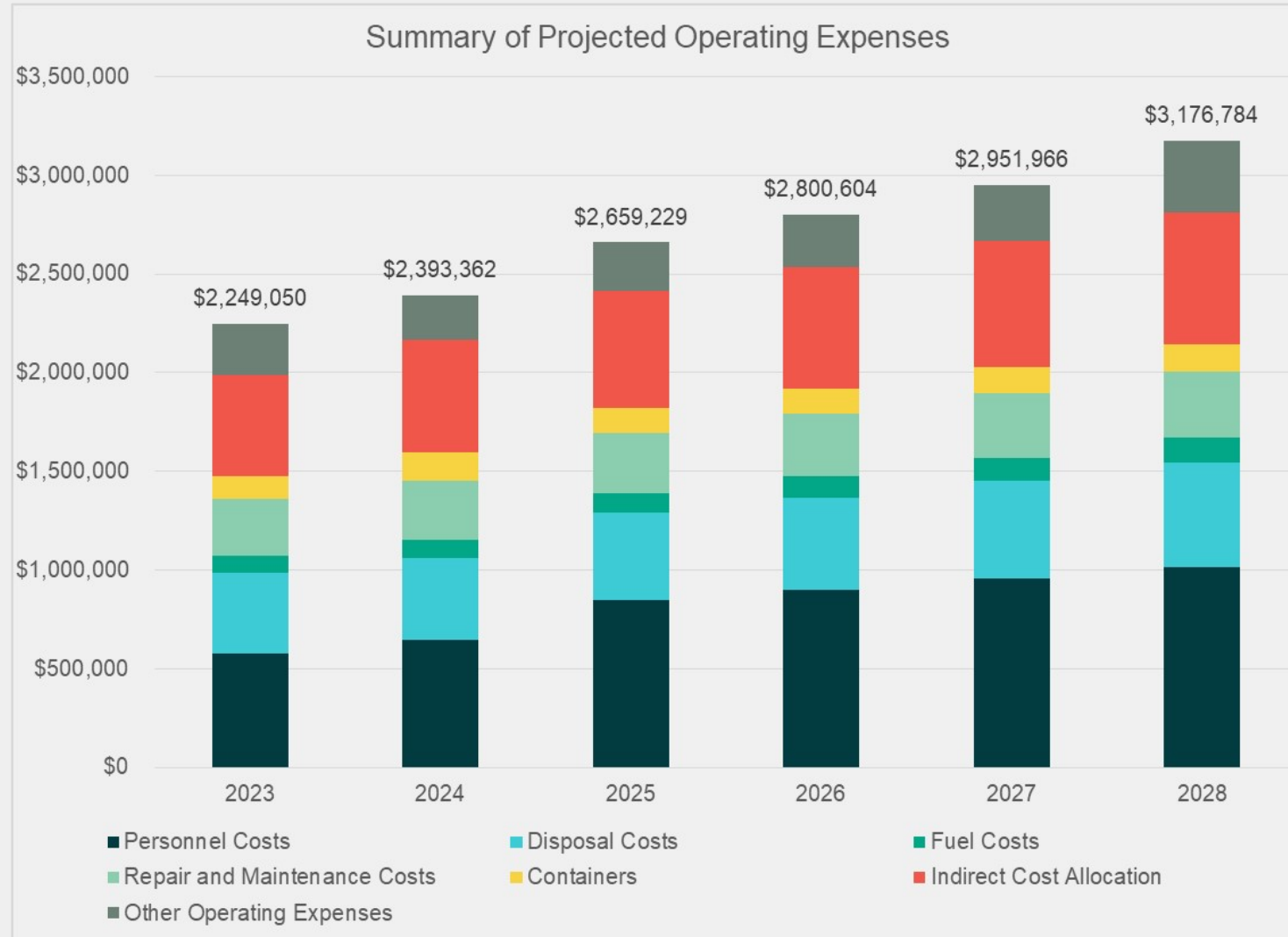
- Current operating deficiency
  - › FY23 operating expenses exceed current revenues by approximately \$250,000 (12% of existing rates)
- High costs, frequency and severity of mechanical, fleet repairs
  - › Service Interruptions
    - Emergency contract operations / limited providers
    - Urgent and specialized repair needs / sole source providers with little competition
      - Unable to shop around repair costs



# Principal Cost Drivers (cont.)

- Compensation and Recruitment:
  - › Highly competitive labor market
  - › Some Sanitation Truck Operator positions vacant 12+ months
  - › Recommended changes to operating salaries and associated benefits
- Competition: long lead times for materials, supplies, equipment and vehicles
  - › Inflationary increases on all business expenditures

# Projected Operating Expenses



# Proposed Vehicle Replacement Timeline

## 2023

- **FEL 45**  
(14 YRS.)
- **ASL 50**  
(14 YRS.)

## 2025

- **CLAM 66**  
(8 YRS.)
- **REAR 42**  
(20 YRS.)

## 2029

- **CLAM 68**  
(8 YRS.)

## 2024

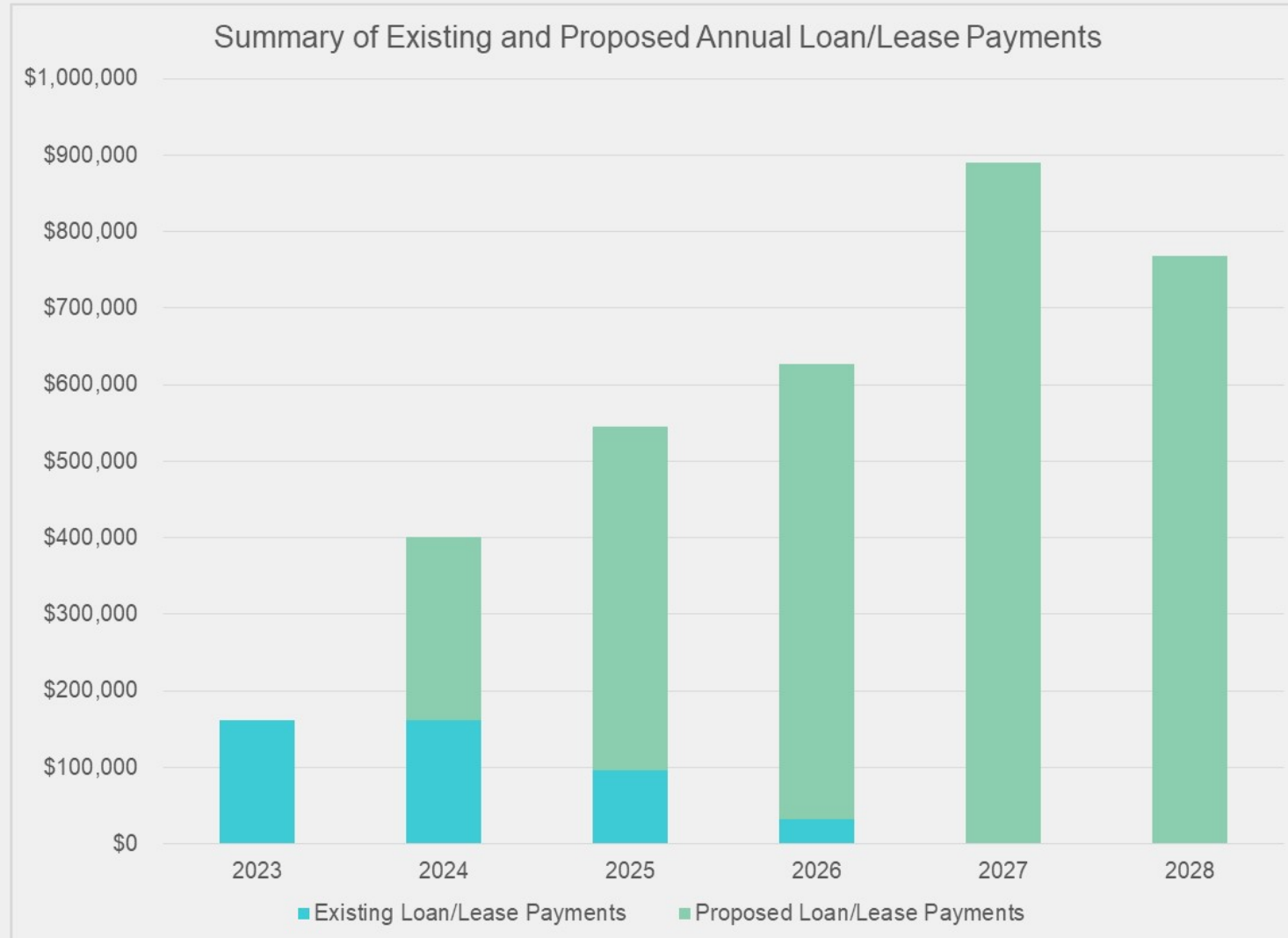
- **FEL 44**  
(8 YRS.)
- **ASL 51**  
(8 YRS.)

## 2026

- **FEL 56**  
(7 YRS.)
- **ASL 58**  
(7 YRS.)
- **CLAM 67**  
(8 YRS.)



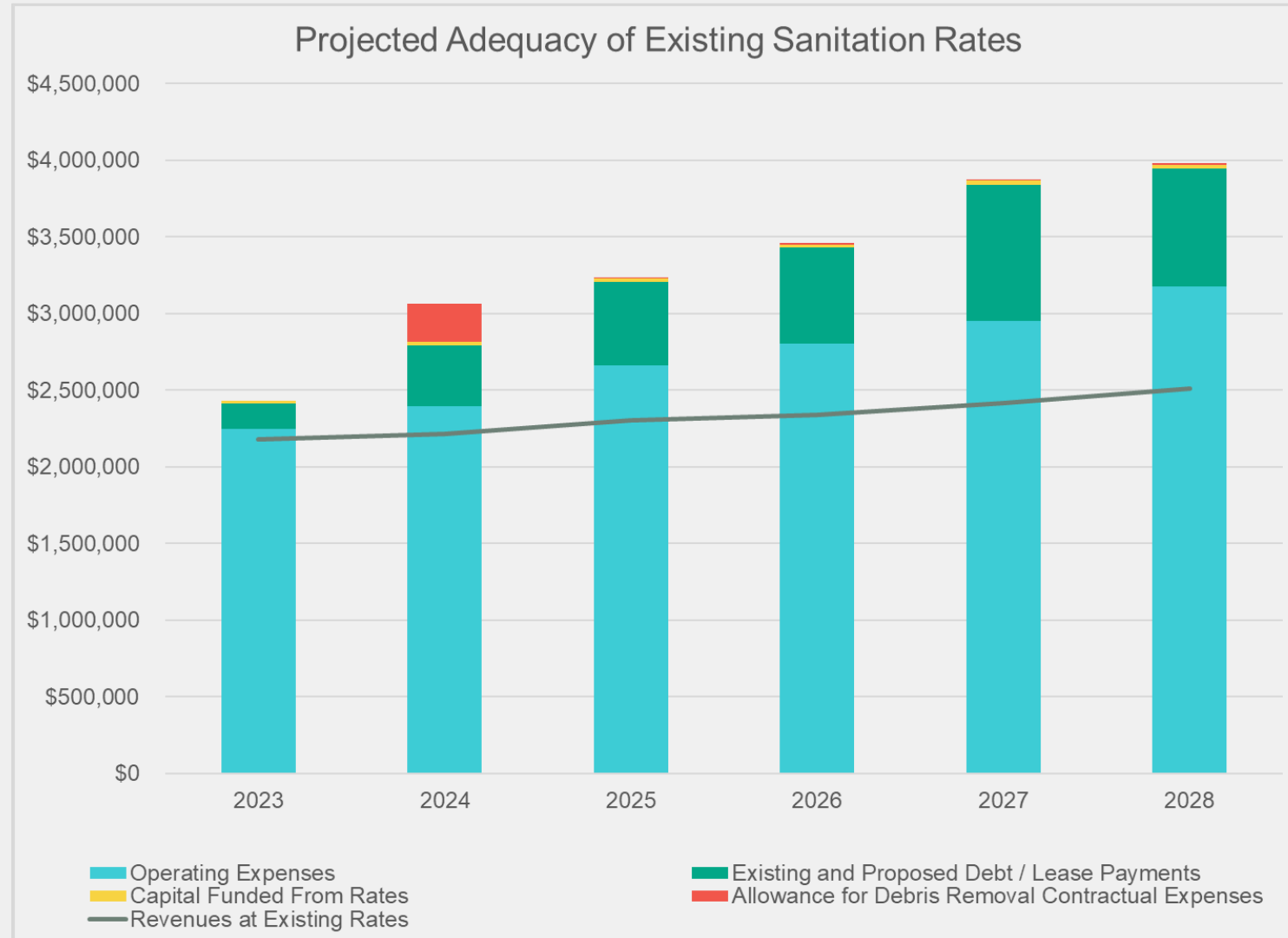
# Projected Loan & Lease Payments



# Proposed Reserve Requirements

- Based on discussions with Town staff, we established funding of an allowance account for contractual debris removal expenses for storm events
  - › Transfer of \$250,000 in FY24 as initial deposit
  - › Nominal annual deposits of approx. \$7,900 per year to keep pace with inflation (3% per year)
- Minimum balance in unrestricted operating fund of 60 days of annual expenditures as minimum target in FY24
  - › Additional deposits to the operating fund over the study period to target at least 90 days of reserves

# Adequacy of Existing Rates



# Proposed Solid Waste Rates

| Description  | FY24   | FY25                   | FY26                   | FY27                   | FY28                   |
|--|--|------------------------|------------------------|------------------------|------------------------|
| <b>Funds Total Program</b>   |  |                        |                        |                        |                        |
| <b>Percent Rate Increase</b>   | 48%  | 3%                     | 3%                     | 3%                     | 3%                     |
| <b>Proposed Annual Charge per Cart<br/>(Current Fee \$258.37)</b>  | <b><u>\$382.39</u></b>                             | <b><u>\$393.86</u></b> | <b><u>\$405.68</u></b> | <b><u>\$417.85</u></b> | <b><u>\$430.38</u></b> |
| <b>Proposed Charge per Cubic Yard (CY) – Per<br/>Dumpster Size / Per Frequency of Pickup<br/>(Current Fee \$11.31)</b> | <b><u>\$16.74</u></b>                              | <b><u>\$17.24</u></b>  | <b><u>\$17.76</u></b>  | <b><u>\$18.29</u></b>  | <b><u>\$18.84</u></b>  |
|  | <u>Sample – Monthly Fees for Dumpster Services</u> |                        |                        |                        |                        |
| 2 CY Dumpster – 1 Pickup / Week (\$98.02)  | \$145.08   | \$149.41               | \$153.92               | \$158.51               | \$163.28               |
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| 6 CY Dumpster – 1 Pickup / Week (\$294.06)   | \$435.24   | \$448.24               | \$461.76               | \$475.54               | \$489.84               |

- *A schedule of proposed fees included at the end of this Executive Summary*



# Conclusions & Recommendations

1. The Solid Waste Utility should operate as a self-supporting enterprise fund with separate accounting from other Town departments
  - › Town has consistently used operating reserves to cover actual expenses, but those reserves have been mostly depleted
  - › Existing rates are not adequate to cover the current operations

# Conclusions & Recommendations

2. On or about January 18, 2023, the Town Commission adopted an ordinance that moves multi-family dumpster accounts to the standard dumpster rates
  - › The projected financial results were prepared based on the adopted service classifications
  - › The Town Commission should consider adopting the proposed rates through FY28

# Conclusions & Recommendations (cont.)

3. The Town Commission should consider adopting a reserve policy for the Solid Waste Utility to provide working capital and to help address unforeseen contingencies
  - › We recommend a target operating reserve balance of at least 90 days of annual expenditures that may be achieved by FY26 if the adopted rates are implemented
  - › A separate contingency fund of \$250,000 for emergency, debris removal should also be established
4. This study should be updated within 5-years

# Next Steps & Timeline

- **January-May 2023:** Solid Waste Rate Analysis
- **June 8, 2023:** Follow-up Meeting on the Solid Waste Rate Analysis
- **June 21, 2023:** Presentation to Town Commission on findings and recommendations from Solid Waste rate analysis (for discussion only)
- **July 28, 2023:** Town submits maximum proposed Solid Waste assessment rates to PB County (TRIM Notice)
- **August 2023:** Fee Schedule Resolution presented for approval
- **August 18, 2023:** TRIM Notices mailed to all taxpayers
- **September 2023:** Town submits approved Solid Waste assessment rates
- **November 1, 2023:** Tax bill sent to all taxpayers





# Questions & Comments



# Proposed FY-24 Dumpster Fee Schedule

| Cubic Yards | 1x/Week | 2x/Week | 3x/Week | 4x/Week | 5x/Week |
|-------------|---------|---------|---------|---------|---------|
| 0.5         | ---     | 72.54   | ---     | ---     | ---     |
| 2           | 145.08  | 290.16  | 435.24  | 580.32  | 725.40  |
| 3           | 217.62  | 435.24  | 652.86  | 870.48  | 1088.10 |
| 4           | 290.16  | 580.32  | 870.48  | 1160.64 | 1450.80 |
| 6           | 435.24  | 870.48  | 1305.72 | 1740.96 | 2176.20 |
| 8           | 580.32  | 1160.64 | 1740.96 | 2321.28 | 2901.60 |

- Fee per EA (1) dumpster
- Fees billed monthly directly to customers utilizing dumpster services.





# Appendix:

June 8, 2023

# Workshop Presentation



# Town of Lake Park Solid Waste Utility

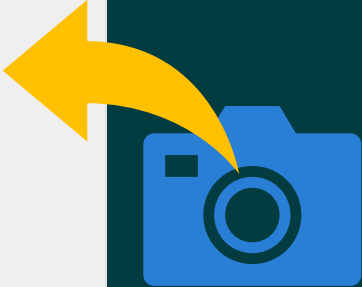
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Follow-Up Meeting on the 2023 Solid Waste Rate Study

Public Works Department

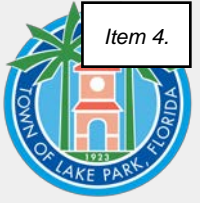
June 8, 2023





**Please Scan to View  
this Presentation on  
your Device.**





# Follow-Up Meeting Agenda

1. Introductions
2. Solid Waste Utility Background
3. Solid Waste Utility Operations
4. The Solid Waste Utility Rate Analysis
5. Principal Cost Drivers
6. Study Objectives & Tasks
7. Major Study Assumptions
8. Summary of Current Operations
9. Conclusions and Recommendations
10. Q&A
11. Closing Comments

# Project Team

- **Members of the Town Commission**
- **John D'Agostino** – Town Manager
- **Roberto Travieso** – Public Works Director
- **Jeff Duvall** – Finance Director
- **Dwayne Bell** – Public Works Operations Manager
- **Fensely Wisdom and Jackie Harris** – Sanitation Foremen
- **Murray Hamilton** – Vice President, Raftelis
- **Shawn Ocasio** – Manager, Raftelis

# Solid Waste Utility – Background

- Collects solid waste from residential and commercial properties
- First line of defense for the health of the community
- Protects the environment, avoids air/water contamination, and recovers materials through recycling processes



# Solid Waste Utility – Background

- **2021/2022 Mixed-Solid Waste Collection and Disposal Production:**
  - › **30.6-Million** pounds of garbage
  - › **8.9 Million** pounds of bulky trash/vegetation debris
  - › **2.3 Million** pounds of recyclable materials





# Solid Waste Utility – Background



- Provides a variety of educational opportunities during public outreach events
- Provides Roll-off disposal services through franchise agreements with three (3) haulers
- Partners with national, regional and local public/private organizations for continuous process improvement



# Solid Waste Utility – Background

- **Where does your trash go?**
  - › All solid waste and vegetation debris is transported to Palm Beach County Solid Waste Authority's (SWA) North County Transfer Station
  - › Recyclable materials are sorted, packaged and commercialized
  - › Solid waste is incinerated to generate electrical energy; leftover materials are neutralized stored underground.



# Solid Waste Utility – Background (cont.)

- **Authorized Staff:** Nine (9) full-time employees:
  - › **Supervisors (2)**
  - › **Sanitation Truck Operator I (3)**  
(Some vacant 12 months)
  - › **Sanitation Truck Operator II (3)**  
(Some vacant 12+ months)
  - › **Sanitation Truck Operator Trainee (1)**



# Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division is assigned ten (10) collection trucks:

## Automatic Side Loader (ASL)

- › **Primary Uses:** Residential Garbage, Recycling
- › **Inventory:** Four (4)
- › **Average Yrs. in Service:** 6.5 Yrs.



# Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division also operates:

## Front-End Loader (FEL)

- › **Primary Uses:** Commercial Garbage, Recycling
- › **Inventory:** Four (4)
- › **Average Yrs. in Service:** 6.5 Yrs.





# Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division also operates:

## Clam Truck

- › **Primary Uses:** Residential Vegetation Debris and Bulk Trash
- › **Inventory:** Three (3)
- › **Average Yrs. in Service:** 5.75 Yrs.





# Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- › Recommended Equipment Backup Ratio per Solid Waste Association of North America (SWANA): **1:1.2/1:1.5**

| <b>Asset (# in Fleet)</b> | <b>Needed for Daily Operations</b> | <b>1:1.2 Ratio</b> | <b>1:1.5 Ratio</b> |
|---------------------------|------------------------------------|--------------------|--------------------|
| Automatic Side Loader     | 2                                  | 2.4                | 3                  |
| Front-End Loader          | 2                                  | 2.4                | 3                  |
| Grapple (Clamshell) Truck | 2                                  | 2.4                | 3                  |
| Rear Loader               | 0                                  | 1.2                | 1.5                |

# Solid Waste Utility – Background (cont.)

- Operates as a self-supporting enterprise fund with separate accounting from other Town departments and resources
- Town has historically used operating reserves to cover actual expenses that exceeded the budgeted amounts while phasing in rate adjustments over time

| <b>Historical Sanitation Annual Assessment- Residential</b> |   |                           |
|---|---|---------------------------|
| <u>Assessment Year</u>                                      | <u>Single-Family/Multi-Family &lt;5</u> | <u>Multi-Family &gt;4</u> |
| 2019-2020   | \$215.49                                | \$145.93                  |
| 2020-2021   | \$234.88                                | \$159.06                  |
| 2021-2022   | \$234.88                                | \$159.06                  |
| 2022-2023   | \$246.62                                | \$167.01                  |
| <b>2022-2023</b>  | <b>\$258.37</b>                         | <b>\$174.97</b>           |

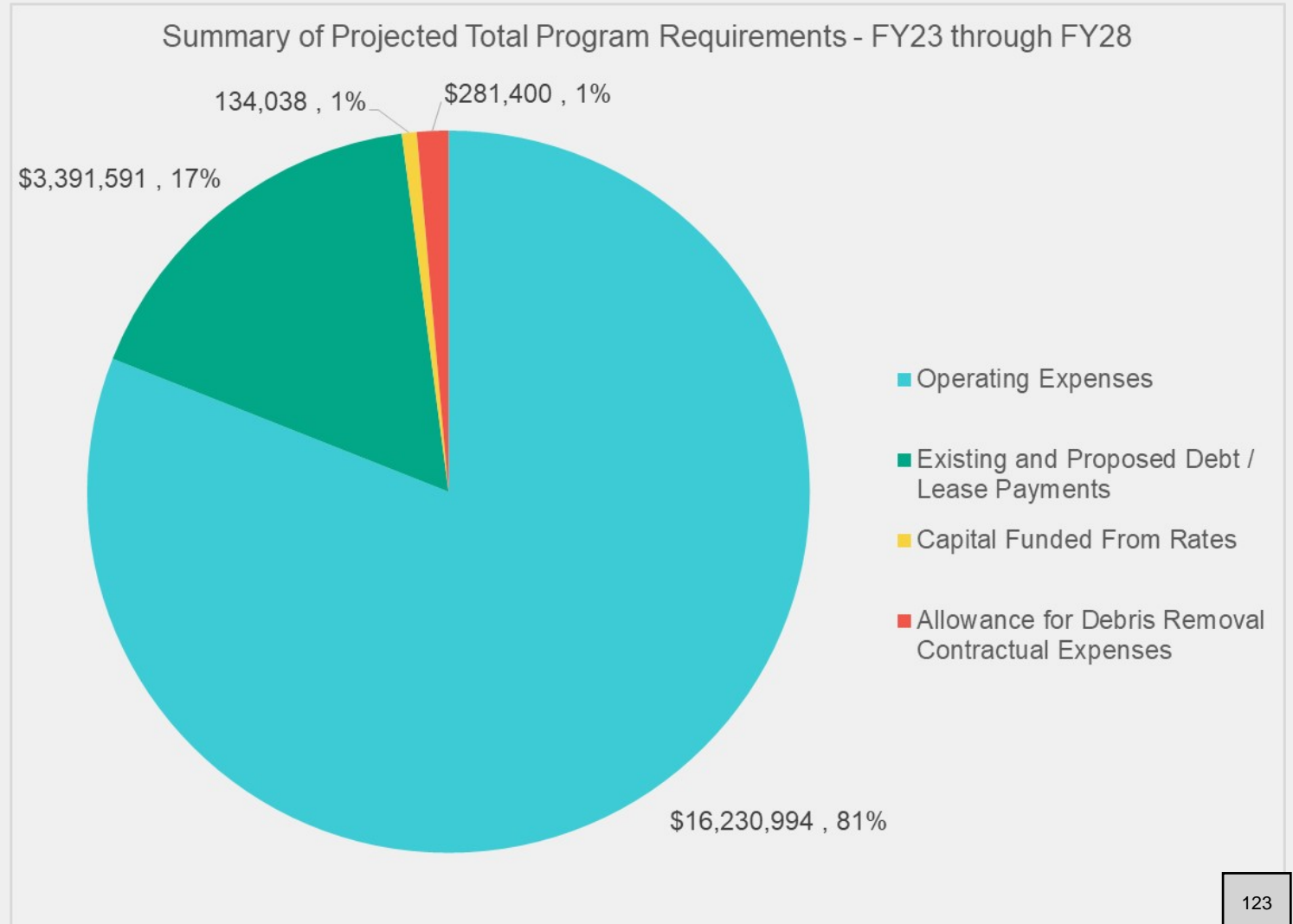


# The 2023 Solid Waste Utility Rate Analysis



# Solid Waste Program Requirements

- Total program needs through FY28 are estimated to exceed \$20.0 million





# Principal Cost Drivers

- Current operating deficiency
  - › FY23 operating expenses exceed current revenues by approximately \$250,000 (12% of existing rates)
- High costs, frequency and severity of mechanical, fleet repairs
  - › Service Interruptions
    - Emergency contract operations / limited providers
    - Urgent and specialized repair needs / sole source providers with little competition
      - Unable to shop around repair costs





# Principal Cost Drivers (cont.)

- Compensation and Recruitment:
  - › Highly competitive labor market
  - › Some Sanitation Truck Operator positions vacant 12+ months
  - › Recommended changes to operating salaries and associated benefits
- Competition: long lead times for materials, supplies, equipment and vehicles
  - › Inflationary increases on all business expenditures

# Authorization

- The Solid Waste Utility has almost exhausted its reserves
  - › Unappropriated reserve fund balance at the end of FY23 is estimated to be less than \$265,000
- On January 18, 2023, the Town Commission engaged Raftelis to prepare a Solid Waste Utility Rate Analysis



# Study Objectives

- Develop a funding strategy to pay for Solid Waste Utility operations, maintenance and vehicle replacement needs
  - › Emphasis on improving the fleet replacement schedule to provide higher service reliability, reduce costs related to service interruptions, and reduce maintenance expenses
    - Proposed strategy may also result in higher auction values at the time of resale which may be reinvested in the system
- Estimate revenue requirements to be recovered from solid waste rates
- Identify the need for future rate adjustments

# Study Tasks

- Prepare a financial forecast
  - › Fiscal years 2023 through 2028
- Develop projections of:
  - › Disposal requirements and revenues
  - › Operating expenses
  - › Fleet replacement program & funding
  - › Cash reserve requirements
  - › Adequacy of revenues at existing rates

# Discussion Topics

---

Major Study Assumptions

---

Revenues and Expenses

---

Capital Leases and Minor Equipment

---

Summary of Current Operations

---

Conclusions & Recommendations

---



# Projected Revenues

- Annual revenues estimated at \$2.2 million per year
  - › Most residential property owners take advantage of the 4% discount by paying early
- Assumed 1% growth in residential and multifamily cart services
- Growth in dumpster accounts based on development projections provided by Town staff



# Projected Operating Expenses

- Based on the adopted FY23 budget of \$2.2 million [\*]
  - › Adjustment made to disposal costs based on an estimated increase in the tonnage for 2023 of +\$92K
  - › Adjustment for operating and revenue contingencies of \$27K
- (1) Additional Sanitation Truck Operator II to be hired in FY25
  - › New operator required to support future customers connecting to the system based on planned development projects
- (1) Additional Solid Waste Code Officer to be hired in FY25
- Projections include costs associated with fleet repairs and maintenance over the study period

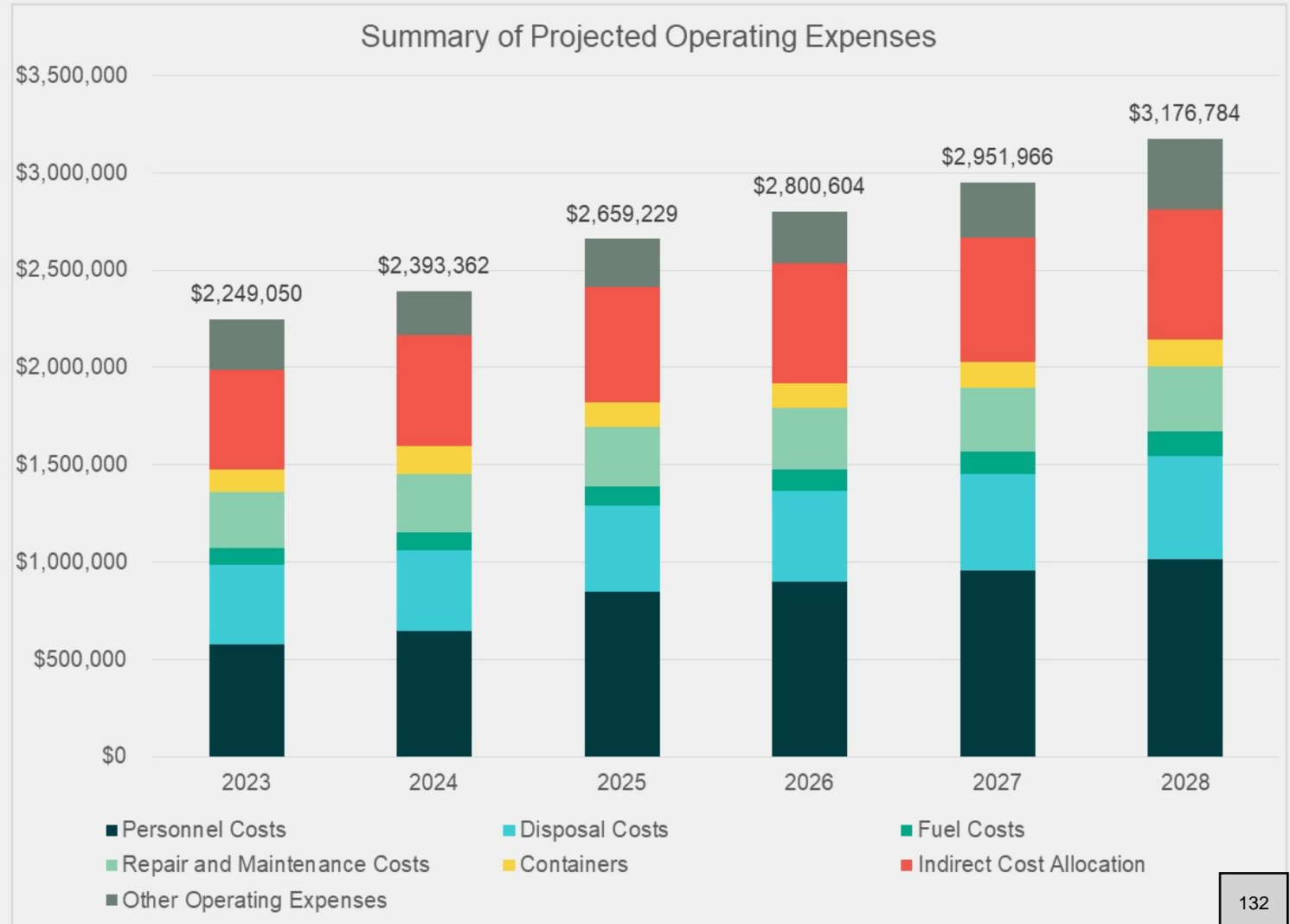
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[\*] Excludes capital outlay, capital lease installments, and loan payments to General Fund.

[K] Thousands

# Projected Operating Expenses (cont.)

- Budgeted expenses beyond FY23 were increased based on estimated inflationary allowances as follows:
  - › Labor: 11% (FY24); then 4% per year
  - › Health & Liability Insurance: 15% per year
  - › Fuel & Utilities: 5% per year
  - › General Inflation: 3% per year



# Vehicle Replacements & Minor Equipment

- Total vehicle replacement / capital program of \$4.0 million
  - › Replacement of 10 trucks - \$3.9 million (proposed capital leases)
    - 3 Front end loader trucks
    - 3 Side loader trucks
    - 3 Grapple trucks
    - 1 Rear loader trucks
  - › Other capital outlay - \$0.1 million (rate funded)
    - Minor equipment and machinery

# Proposed Vehicle Replacement Timeline

## 2023

- **FEL 45**  
(14 YRS.)
- **ASL 50**  
(14 YRS.)

## 2025

- **CLAM 66**  
(8 YRS.)
- **REAR 42**  
(20 YRS.)

## 2029

- **CLAM 68**  
(8 YRS.)

## 2024

- **FEL 44**  
(8 YRS.)
- **ASL 51**  
(8 YRS.)

## 2026

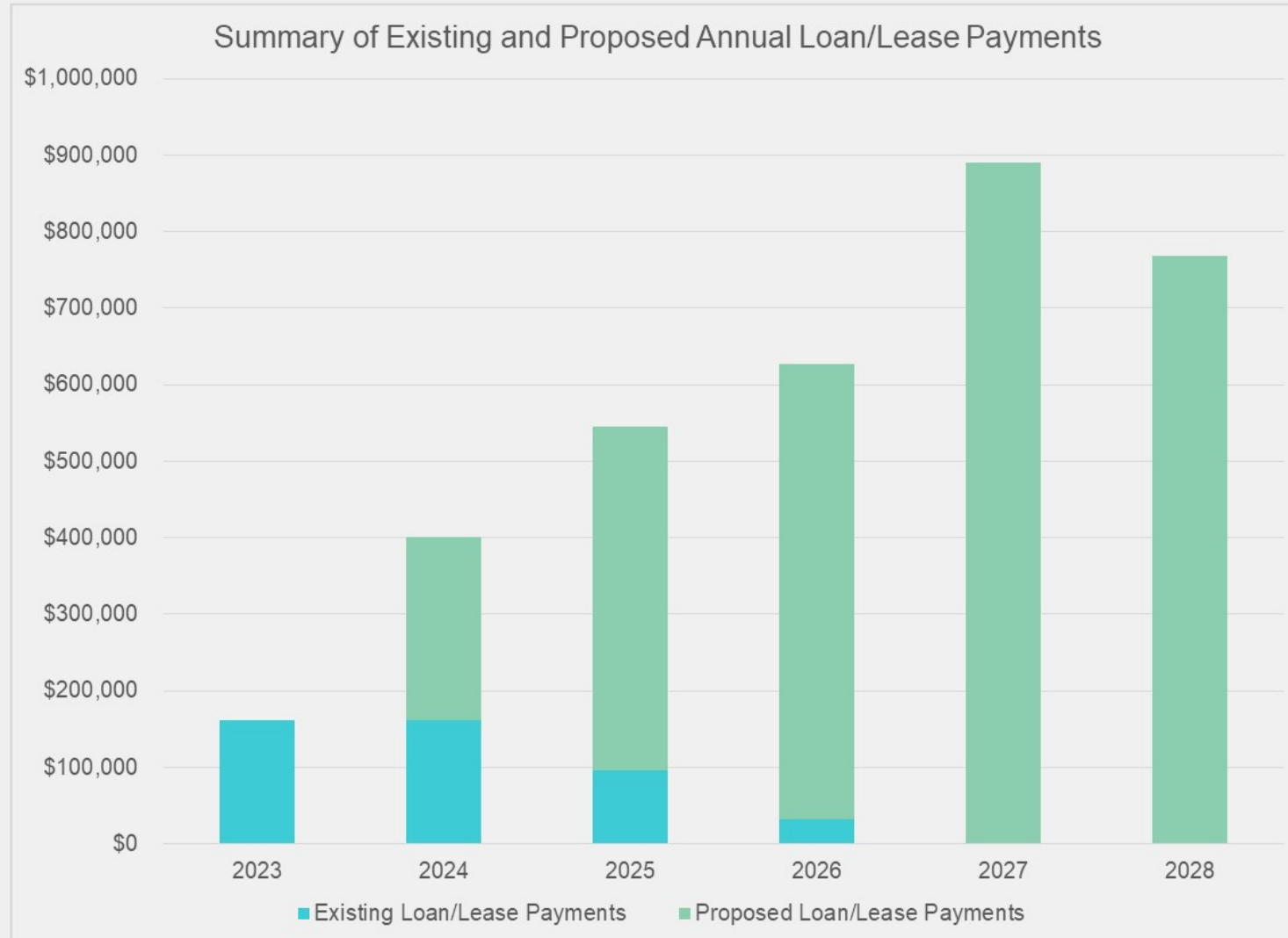
- **FEL 56**  
(7 YRS.)
- **ASL 58**  
(7 YRS.)
- **CLAM 67**  
(8 YRS.)



# Projected Loans & Lease Payments

- Existing annual loan and lease payments of \$161,000 in FY23 decreasing to \$0 by FY26
  - › Existing Side Loader lease of \$65,000 ends in FY24
  - › Existing Mack MD7 Grapple Truck lease of \$65,000 ends in FY25
  - › General Fund Loan of \$31,000 ends in FY26
- Proposed annual capital lease payments starting in FY24 at \$239,000 and increasing to \$768,000 by FY28
  - › All proposed capital leases assume 4-year payback term and interest rate between 5.99% - 6.75%

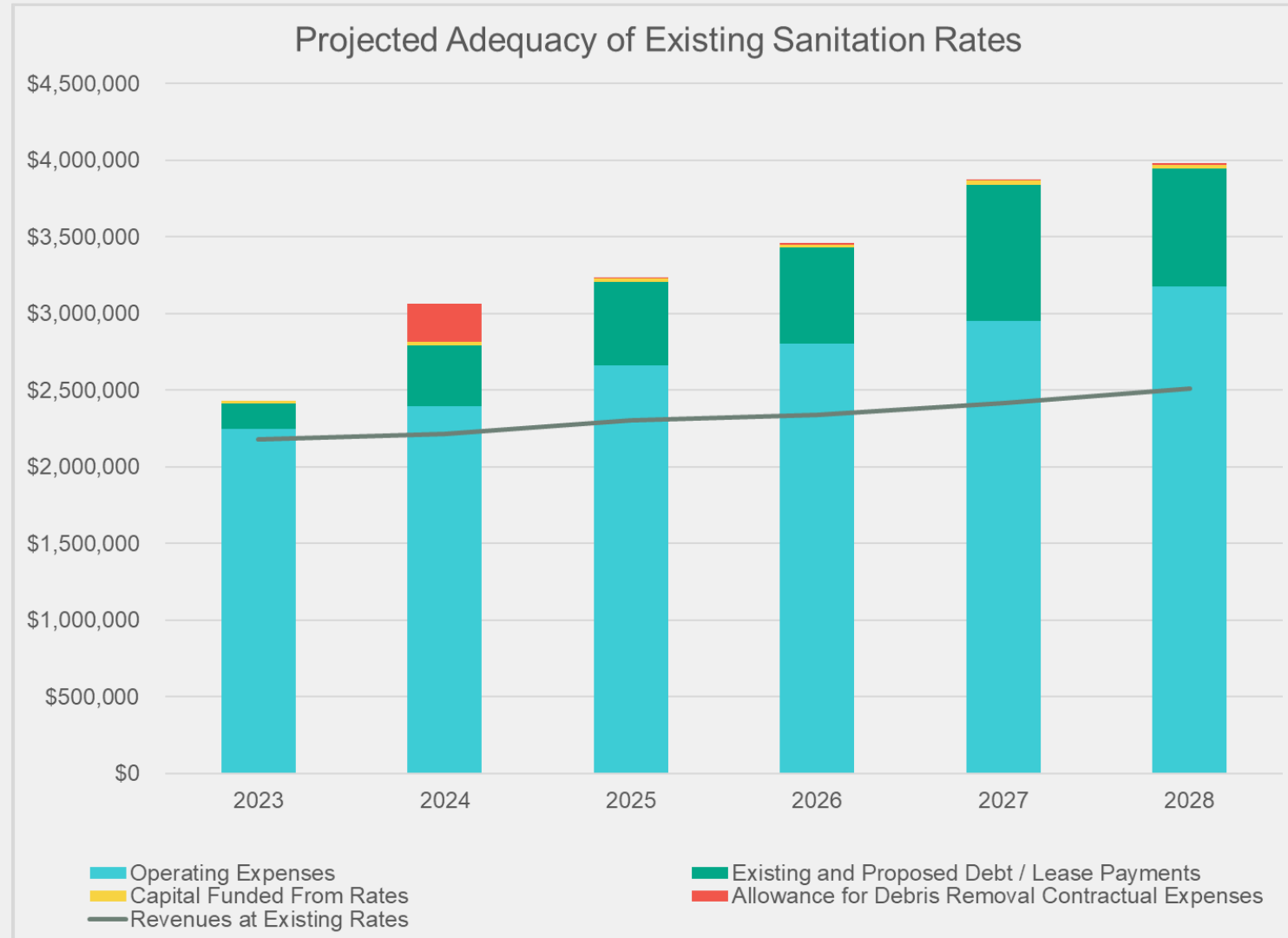
# Projected Loan & Lease Payments (cont.)



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# Proposed Solid Waste Rates

| Description  | FY24   | FY25                   | FY26                   | FY27                   | FY28                   |
|--|--|------------------------|------------------------|------------------------|------------------------|
| <b>Funds Total Program</b>   |  |                        |                        |                        |                        |
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4. This study should be updated within 5-years

# Q&A

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# Connect with Us!



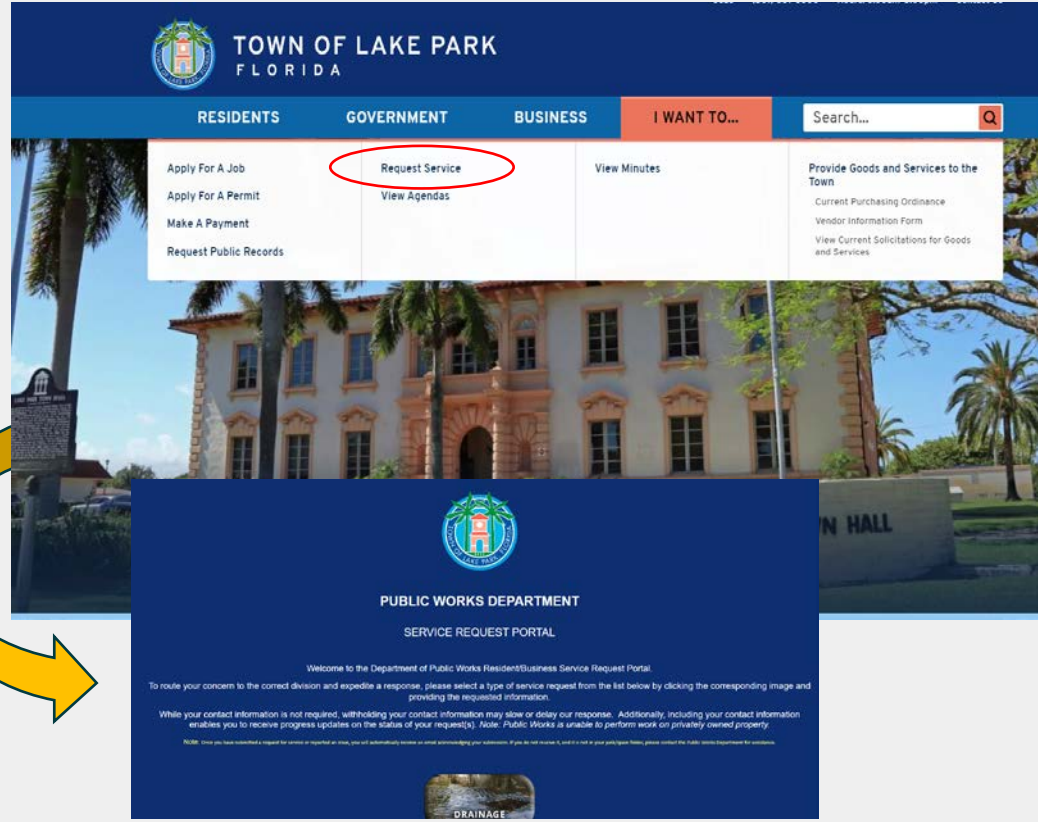
- New Service Request Portal
  - › Request Service
  - › Report Issues

 (561) 881-3345

 [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov)



SCAN AND  
BOOKMARK  
ME!



The screenshot shows the Town of Lake Park Florida website. The navigation bar includes 'RESIDENTS', 'GOVERNMENT', 'BUSINESS', and 'I WANT TO...'. Under 'I WANT TO...', the 'Request Service' link is circled in red. Below the navigation bar is a grid of service request options, including 'Apply For A Job', 'Apply For A Permit', 'Make A Payment', 'Request Public Records', 'Request Service', 'View Agendas', 'View Minutes', and 'Provide Goods and Services to the Town'. A yellow arrow points from the 'Request Service' link to a separate screenshot of the 'PUBLIC WORKS DEPARTMENT SERVICE REQUEST PORTAL' landing page. This page includes a welcome message and instructions for users to select a service request type from a list of images, with 'DRAINAGE' visible as one of the options.

Exhibit C

# Town of Lake Park Stormwater Utility

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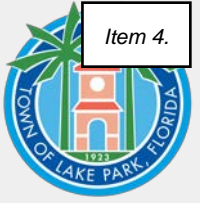
## The 2023 Rate Study

Public Works Department  
June 7, 2023



# Project Milestones

- On January 18, 2023, the Town Commission engaged Raftelis to prepare a stormwater rate study
- Town staff held a special workshop for residents and business owners on May 18, 2023
  - › A total of **3,687** Public notices (in three languages) were mailed two weeks prior to event; added to Town's website in April 2023
  - › The agenda and presentation materials were made available on the Town's website on May 17, 2023
  - › The presentation was also recorded for those who could not join the meeting in person



# May 18<sup>th</sup> Workshop – Discussion Topics

1. Introductions
2. Stormwater Utility Background
3. Stormwater Utility Operations
4. The Stormwater Utility Rate Analysis
5. Principal Cost Drivers
6. Study Objectives & Tasks
7. Major Study Assumptions
8. Summary of Current Operations
9. Master Plan Funding Requirements
10. Conclusions and Recommendations
11. Q&A
12. Closing Comments



# Executive Summary





# Stormwater Utility – Background

- Required to manage stormwater runoff
  - › Improves quality of stormwater discharges by removing pollutants
  - › Protects the environment and wildlife habitat
  - › Protects public/private property from flood damage
- Drainage system consists mostly of grassed swales for conveyance of runoff to catch basins and underground pipes/structures.
- System discharges through 15 major outfalls to the Lake Worth Lagoon and the C-17 Canal.

# Stormwater Utility – Background (cont.)

- Utility is permitted/regulated by Florida DEP.
- Aging drainage infrastructure is failing at a faster rate.
  - › An estimated **20%** of the 10.6 miles of pipe infrastructure should be replaced immediately
  - › Remaining pipe will need to be replaced over the next 20 years

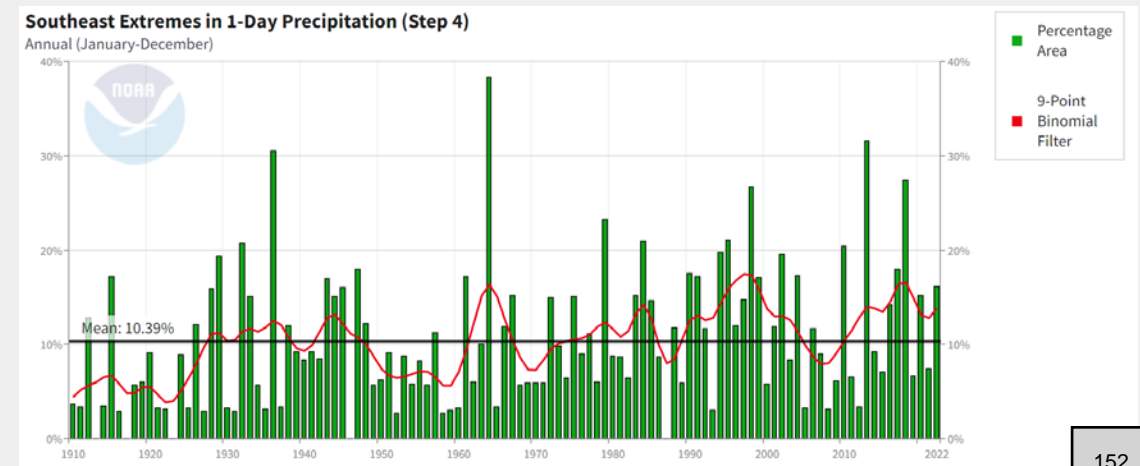


# Stormwater Utility – Background (cont.)

- Climate Change and Sea-level Rise
  - › Climate change and environmental stressors pose a challenge to the drainage system’s capacity to handle storm events of both small and large magnitude.
  - › **NOAA:** Land/Ocean temperatures have increased an average of 0.14 degrees Fahrenheit per decade since 1880.
    - Predicts a 20-30% increase in extreme precipitation by 2050.



Ft. Lauderdale Int'l Airport, April 2023



# Stormwater Utility – Background (cont.)

- Operates as a self-supporting enterprise fund with separate accounting from other Town departments and resources
- Town has historically used operating reserves to cover actual expenses that exceeded the budgeted amounts while phasing in rate adjustments over time

| Historical Monthly Rates per Equivalent Stormwater Unit (ESU) |                |                 |
|---|----------------|-----------------|
| <u>Assessment Year</u>  | <u>Monthly</u> | <u>Annual</u>   |
| 2018-2019   | \$11.00        | \$132.00        |
| 2019-2020   | \$12.00        | \$144.00        |
| 2020-2021   | \$12.00        | \$144.00        |
| 2021-2022   | \$12.50        | \$150.00        |
| <b>2022-2023</b>  | <b>\$13.50</b> | <b>\$162.00</b> |





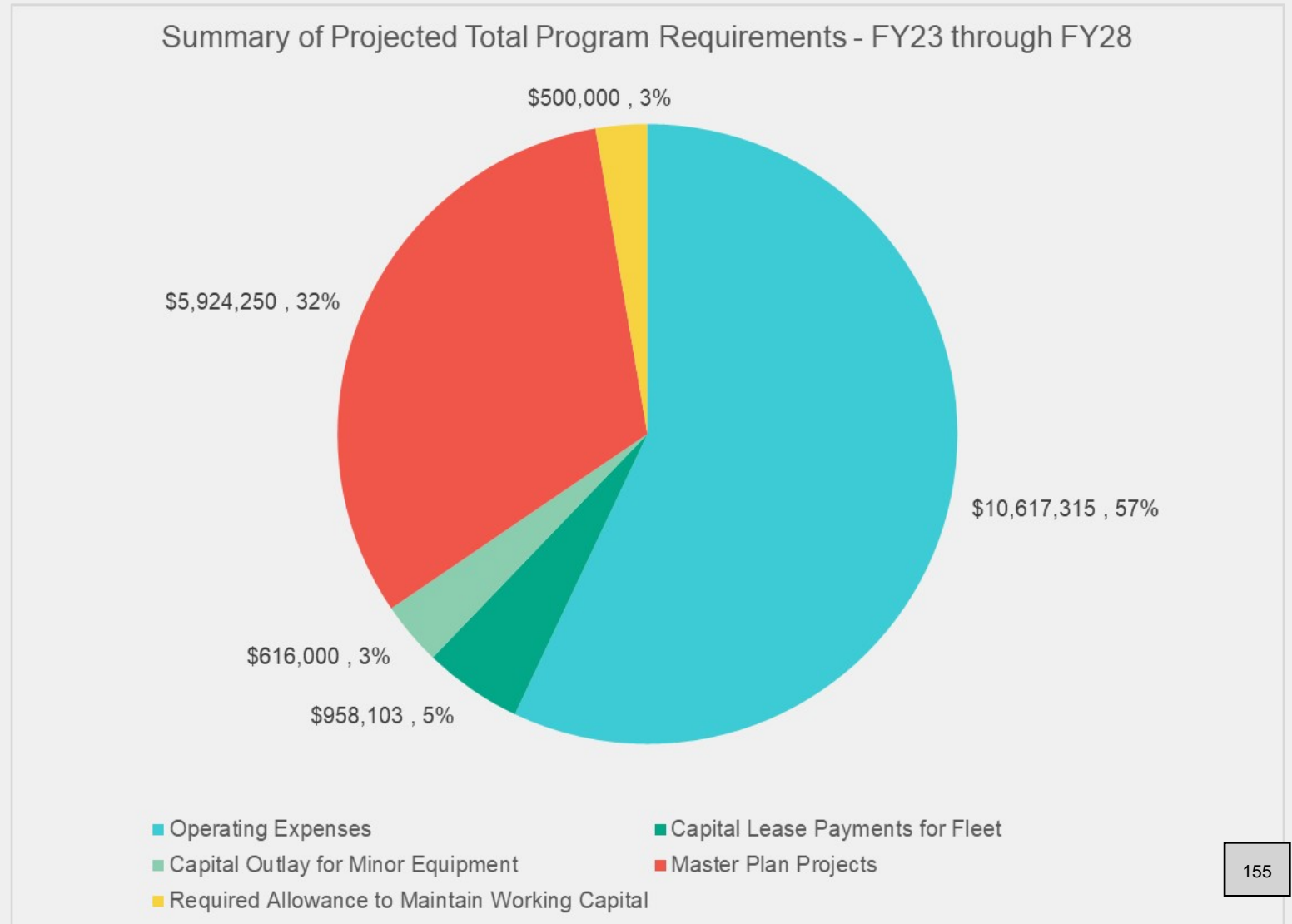
# The 2023 Stormwater Utility Rate Study





# Stormwater Program Requirements

- Total program needs through FY28 are estimated to exceed \$18.6 million



# Projected Revenues

- Annual revenues estimated at \$1.1 million per year
  - › Most property owners take advantage of the 4% discount by paying early
- Due to changes in land use, the overall ESU count has decreased in recent years
- Town's Stormwater Engineer provided a preliminary list of property developments that would add more than 600 new ESUs over study period.



# Principal Cost Drivers

- Current operating deficiency
  - › FY23 operating expenses exceed current revenues by approximately \$250,000 (24% of existing rates)
- High costs, frequency and severity of mechanical repairs. Replacement of major components due to aging fleet.



# Principal Cost Drivers (cont.)

- Compensation and Recruitment:
  - › Highly competitive labor market
  - › Stormwater Technician II positions vacant 18+ months
  - › Recommended changes to operating salaries and associated benefits
- Competition: long lead times for materials, supplies, equipment and vehicles
  - › Inflationary increases on all business expenditures

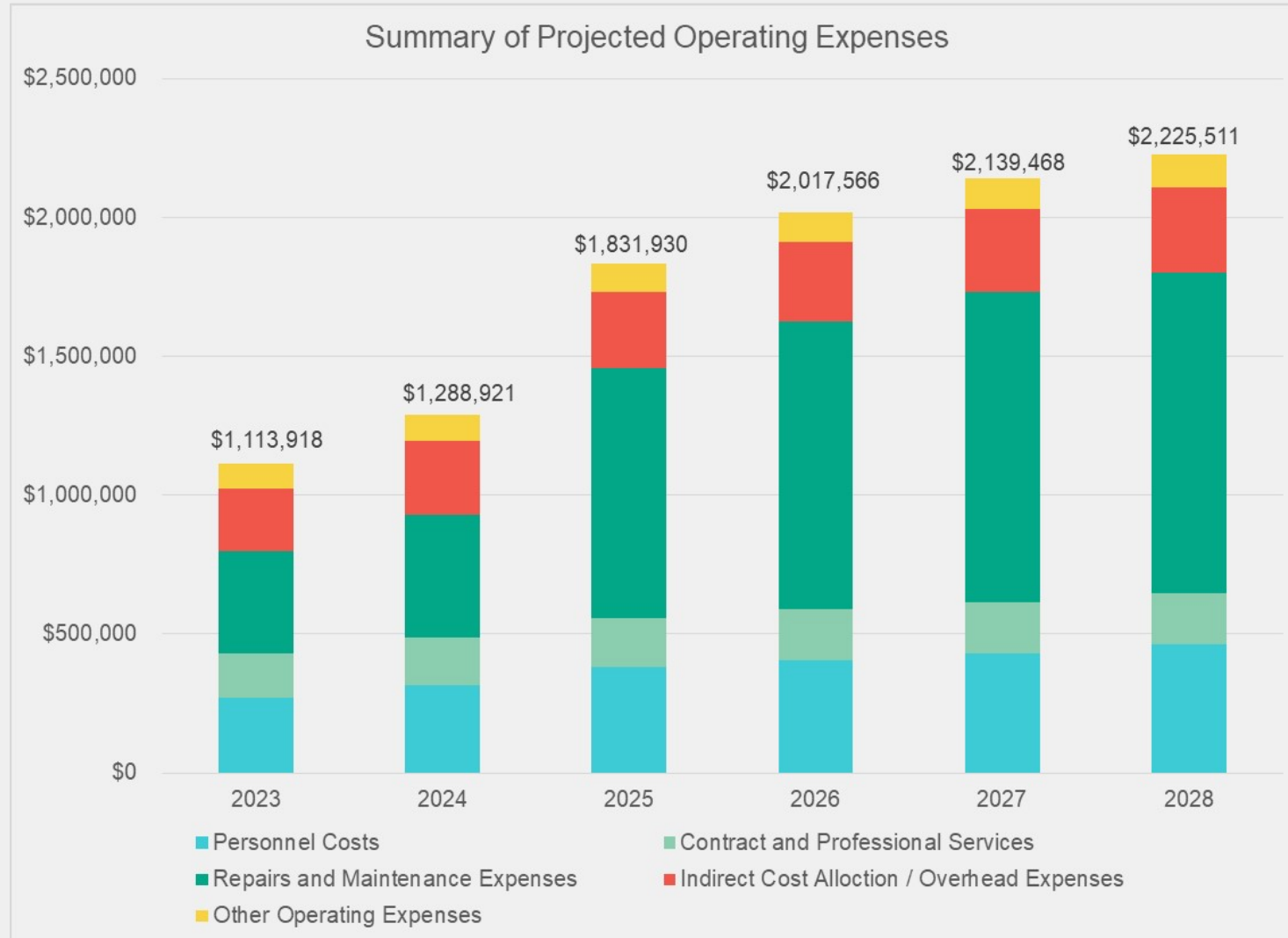
# Principal Cost Drivers (cont.)

- Increased infrastructure repairs and maintenance costs
  - › Cure-in-place pipe / pipe replacements
- Newly identified master plan improvement projects
  - › Result of 20-year Needs Assessment, as required by State Law





# Projected Operating Expenses



# Capital Leases

- Existing Street Sweeper lease of \$55,000 ends in FY24
- Town staff provided a list of vehicle replacements with the following estimated lease payments:

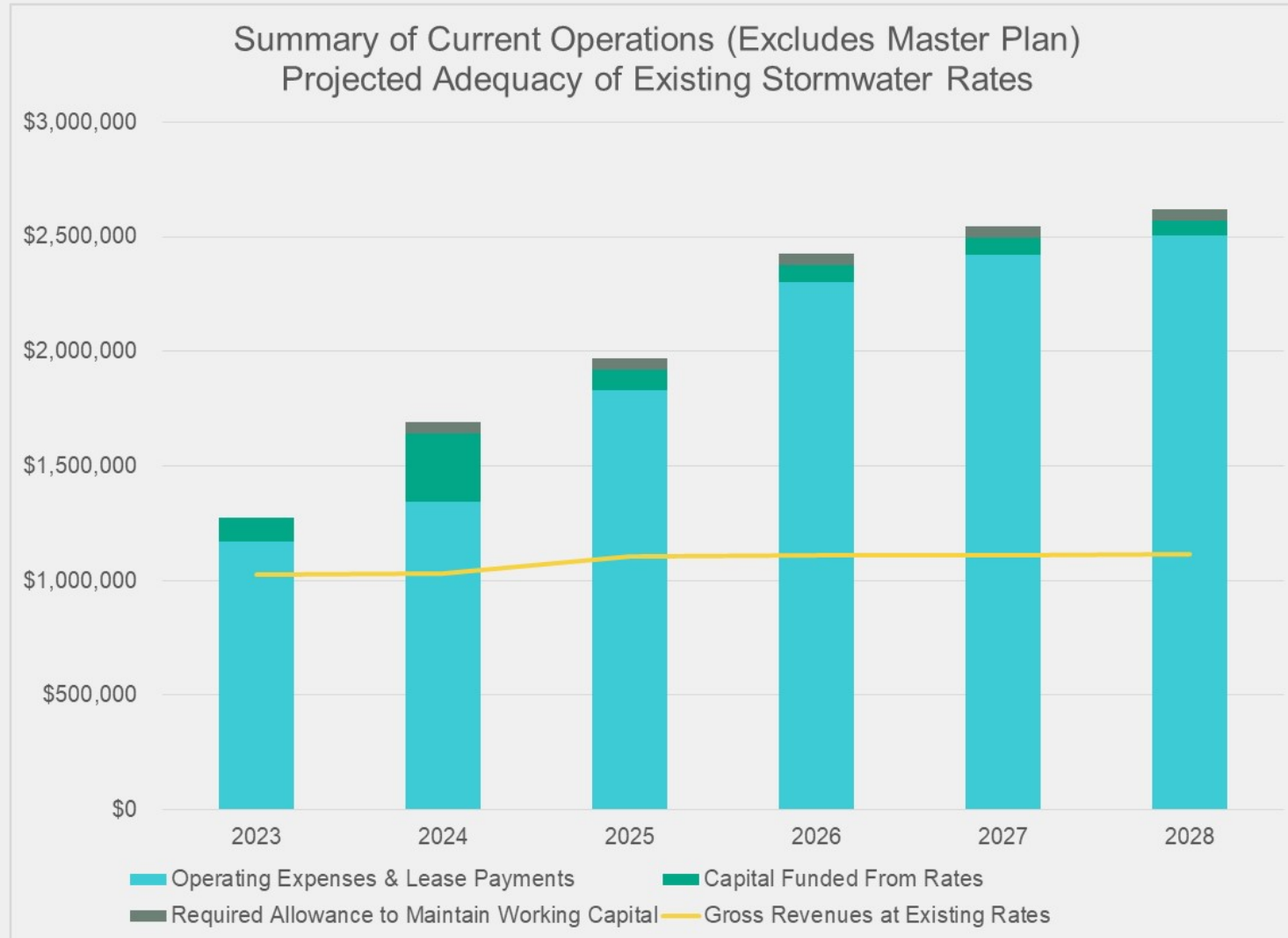
| Proposed Vehicle Replacements   |                      |                         |                  |                          |
|---------------------------------|----------------------|-------------------------|------------------|--------------------------|
| <u>Vehicle Name</u>             | <u>Year Acquired</u> | <u>Replacement Year</u> | <u>Lead Time</u> | <u>Lease Payment [*]</u> |
| New Holland Skid Steer / Loader | 2006                 | 2024                    | 2025             | \$75,000[**]             |
| Vac-Con Vacuum Truck            | 2009                 | 2024                    | 2026             | \$190,000                |
| Tymco Street Sweeper            | 2020                 | 2026                    | 2026             | \$92,000                 |

[\*] Lease term assumed to be 4-years at a 5.27% annual interest rate.  
 [\*\*] One time payment of approximately \$75,000.00.

# Recurring Capital Outlay

- Town staff provided a list of minor capital outlay and equipment funding of under \$100,000 per year to address the following system needs:
  - › Asset Management
  - › Quick View Camera
  - › Replacement Generator
  - › Stormwater & Grounds Maintenance
  - › Stormwater Heavy Equipment Transport
  - › Stormwater and Equipment Maintenance
  - › Pump Station Monitoring and Maintenance

# Summary of Current Operations (Excludes Master Plan Improvement Projects)



# Master Plan Improvement Projects

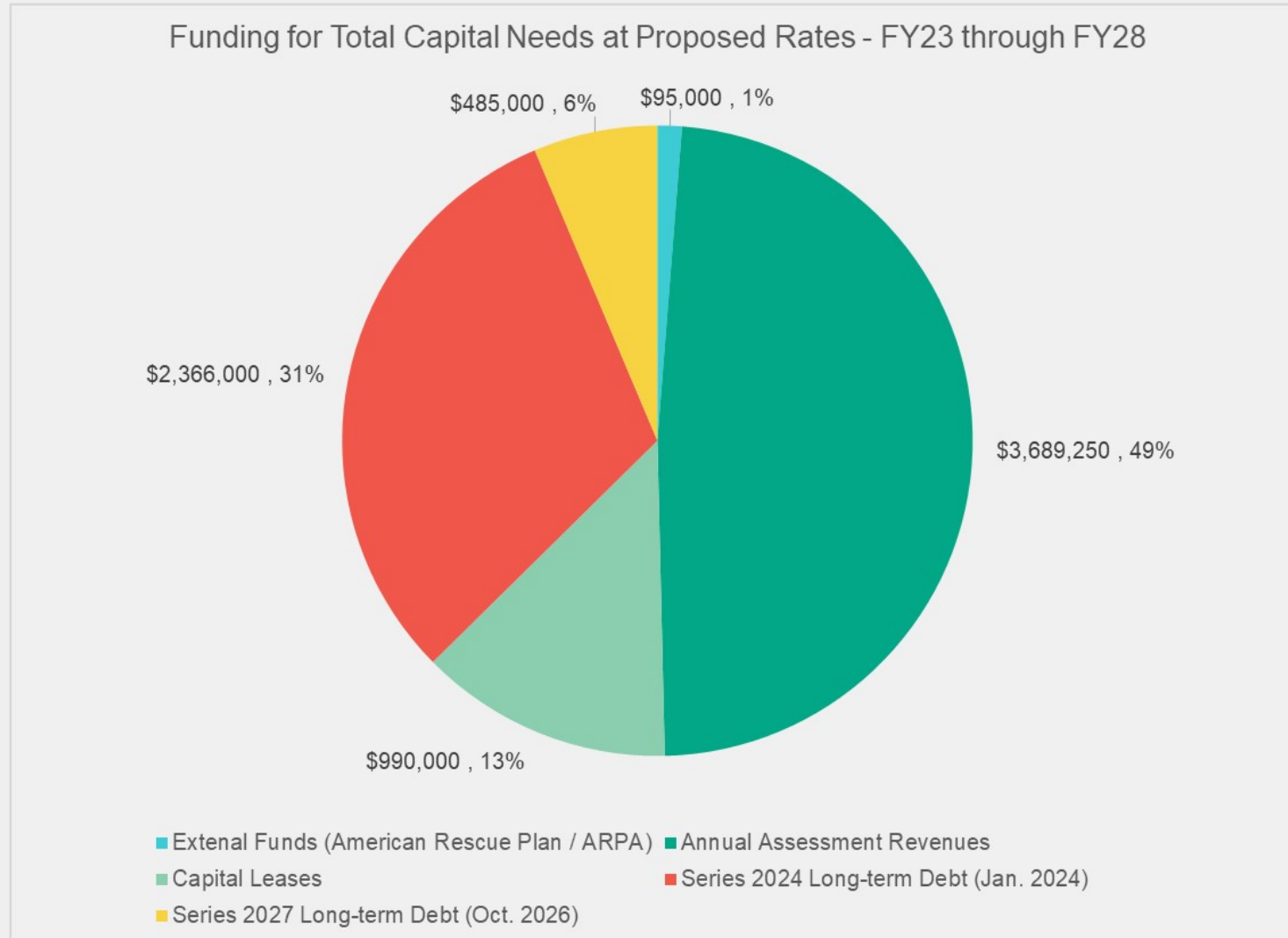
- Town prepared a master plan to address the system’s deficiencies that were identified in the 20-year Needs Assessment
  - › The Needs Assessment was prepared as required by State Law
- Project improvements necessary to address system rehabilitation and resiliency total more than \$20 million
  - › Reflects the estimated “present value” expenditures before considering future cost increases resulting from inflation



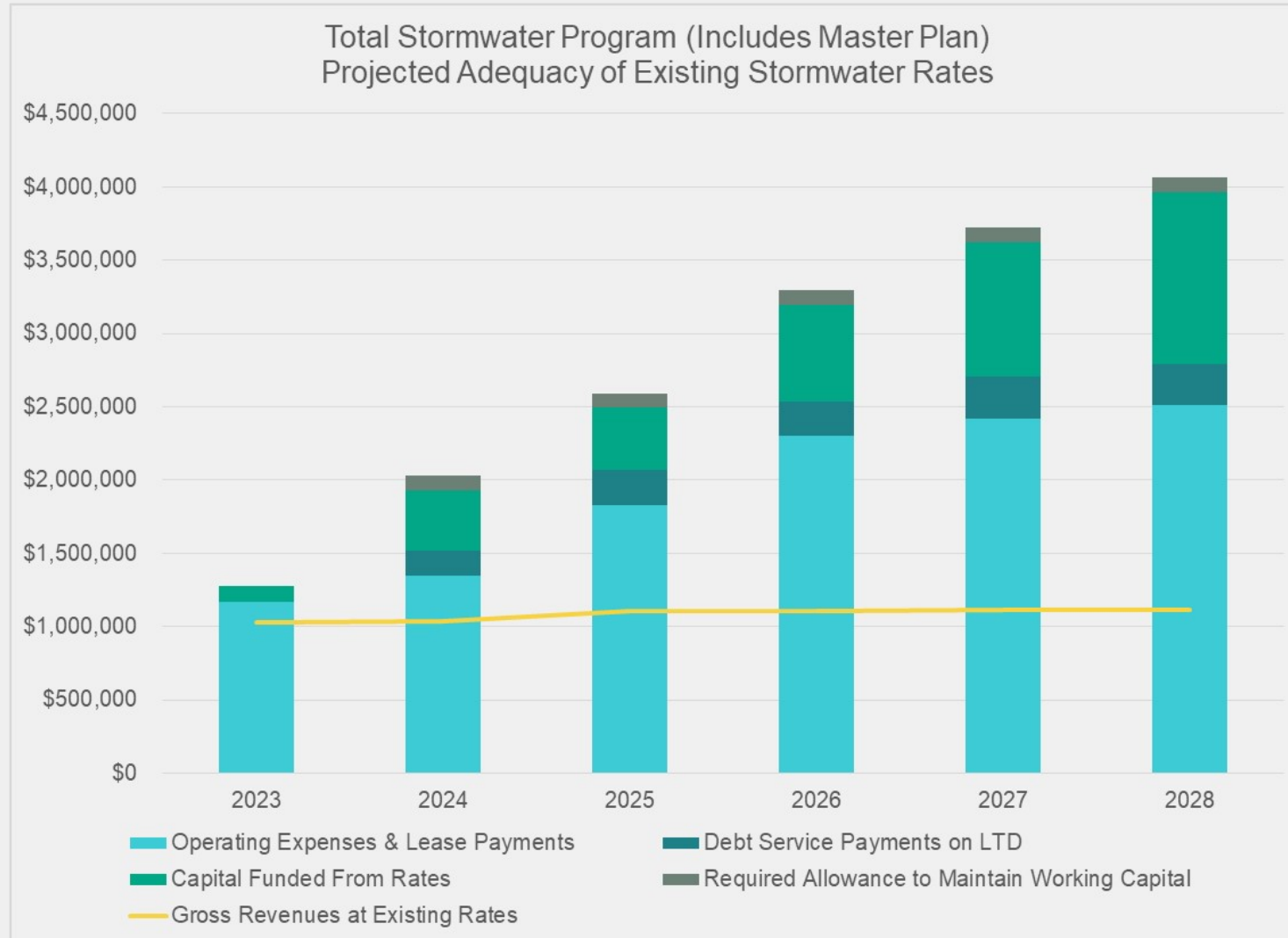
# Master Plan Improvement Projects (cont.)

- For the study period, we included an allowance of approximately \$1.2 million per year (FY24-28)
  - › Based on discussions with Town staff, no grant revenues have been assumed in the near-term
    - Future grant awards, if any, must be used for selected improvements and typically require a “match” of utility funds
  - › Town has a hired full-time grant writer who will assist the utility with applying for future grants

# Total Funding for Proposed Capital Needs



# Adequacy of Existing Rates



# Exclusions: What costs are not captured in the rate study results?

- System expansion into areas that do not have service yet
  - › Town staff will seek grant funding
- Unknown capital maintenance and replacement needs
  - › Town staff only able to inspect up to 10% of the system in any year
    - Major unforeseen failures may be likely
- Funding for emergencies
  - › Study recommendations begin moving the utility to provide some cash reserves to meet minimum operating needs
  - › Proposed rates may do little to create a sustainable, reserve fund to address emergencies

# Proposed Stormwater Rates

| Description  | FY24                  | FY25                  | FY26                  | FY27                  | FY28                  |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Funds Total Program (Including Master Plan Improvements)</b>  |                       |                       |                       |                       |                       |
| Percent Rate Increase  | 89%                   | 26%                   | 26%                   | 13%                   | 9%                    |
| <b>Proposed Monthly Charge per ESU<br/>(Current Fee \$13.50)</b> | <b><u>\$25.52</u></b> | <b><u>\$32.16</u></b> | <b><u>\$40.52</u></b> | <b><u>\$45.79</u></b> | <b><u>\$49.91</u></b> |
| Proposed Annual Assessment per ESU (Current Fee \$162.00)        | \$306.24              | \$385.92              | \$486.24              | \$549.48              | \$598.92              |

## Key Benefits

- Phased-in approach
- Utility becomes self-sufficient after FY-28
- Builds Reserves over time
- Under certain conditions, rates may be adjusted based on grants revenue



# Conclusions & Recommendations

1. The stormwater utility should operate as a self-supporting enterprise fund with separate accounting from other Town departments
  - › Town has consistently used operating reserves to cover actual expenses, but those reserves have been depleted
2. Town Commission should consider adopting a reserve policy for the stormwater utility to provide working capital and to help address unforeseen contingencies
  - › We recommend a target reserve balance of at least 90 days of annual expenditures

# Conclusions & Recommendations (cont.)

3. Existing rates are not adequate to cover the current operations
  - › Additional adjustments are also needed to adequately fund the Town's master plan improvement projects
4. Town Commission should consider borrowing a portion of the capital improvements in order to phase in the proposed assessments over time
  - › The maximum proposed monthly rate is \$49.91 per ESU or \$598.92 annually for each residential dwelling unit (FY-28)
    - A phase-in schedule is provided on Slide 37
5. This study should be updated within 5-years

# Next Steps & Timeline

- **January-May 2023:** Stormwater Rate Analysis
- **May 18, 2023:** Follow-up Meeting on the Stormwater Rate Analysis
- **June 7, 2023:** Presentation to Town Commission on findings and recommendations from Stormwater rate analysis (for discussion only)
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# Questions & Comments





# Appendix:

## May 18, 2023

### Workshop Presentation





# Town of Lake Park Stormwater Utility

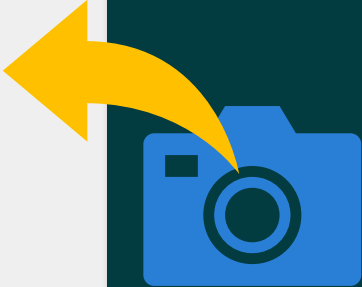
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Follow-Up Meeting on the 2023 Stormwater Rate Study

Public Works Department

May 18, 2023





**Please Scan to View  
this Presentation on  
your Device.**

# Follow-Up Meeting Agenda

1. Introductions
2. Stormwater Utility Background
3. Stormwater Utility Operations
4. The Stormwater Utility Rate Analysis
5. Principal Cost Drivers
6. Study Objectives & Tasks
7. Major Study Assumptions
8. Summary of Current Operations
9. Master Plan Funding Requirements
10. Conclusions and Recommendations
11. Q&A
12. Closing Comments

# Project Team

- **Members of the Town Commission**
- **John D'Agostino** – Town Manager
- **Roberto Travieso** – Public Works Director
- **Dwayne Bell** – Operations Manager
- **Murray Hamilton** – Vice President, Raftelis
- **John Wylie** – Stormwater Infrastructure Foreman

# Stormwater Utility – Background

- Required to manage stormwater runoff
  - › Improves quality of stormwater discharges by removing pollutants
  - › Protects the environment and wildlife habitat
  - › Protects public/private property from flood damage
- Drainage system consists mostly of grassed swales for conveyance of runoff to catch basins and underground pipes/structures.
- System discharges through 15 major outfalls to the Lake Worth Lagoon and the C-17 Canal.



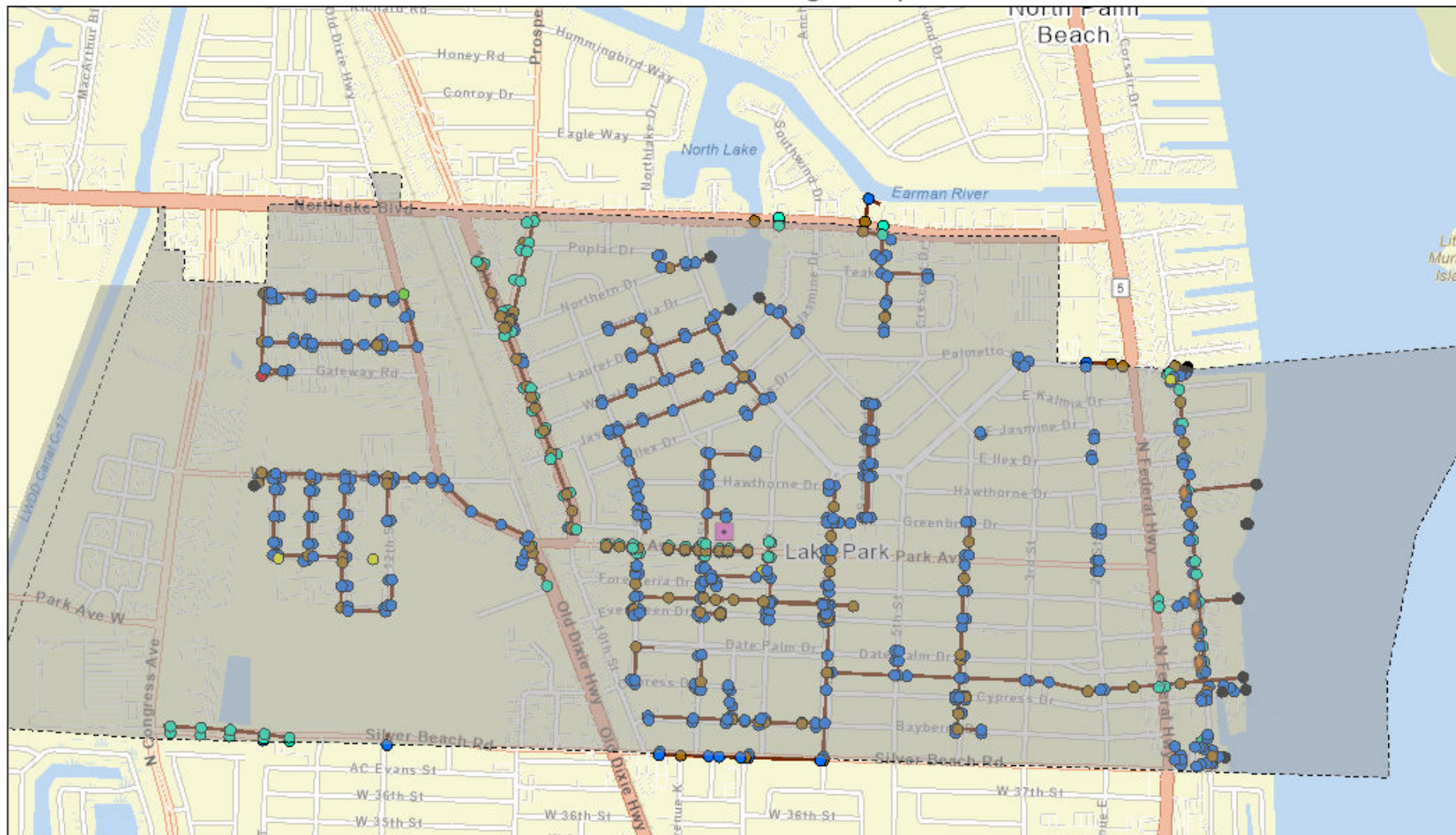
# Stormwater Utility – Background (cont.)

- Utility is permitted/regulated by Florida DEP.
- Aging drainage infrastructure is failing at a faster rate.
  - › An estimated **20%** of the 10.6 miles of pipe infrastructure should be replaced immediately
  - › Remaining pipe will need to be replaced over the next 20 years



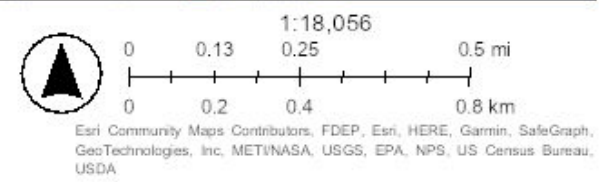
# Lake Park Drainage Map

Item 4.



5/12/2023

- |                           |                    |              |                           |
|---------------------------|--------------------|--------------|---------------------------|
| TOLP Boundary 2020 FL83EF | Catch Basin Inlet  | French Drain | Straight Concrete Endwall |
| Box Culvert               | Curb Inlet         | Gutter Inlet | Yard Drain                |
| Pump Station              | Ditch Bottom Inlet | Headwall     | Pipes                     |
|                           | Manhole            | Boundary     |                           |



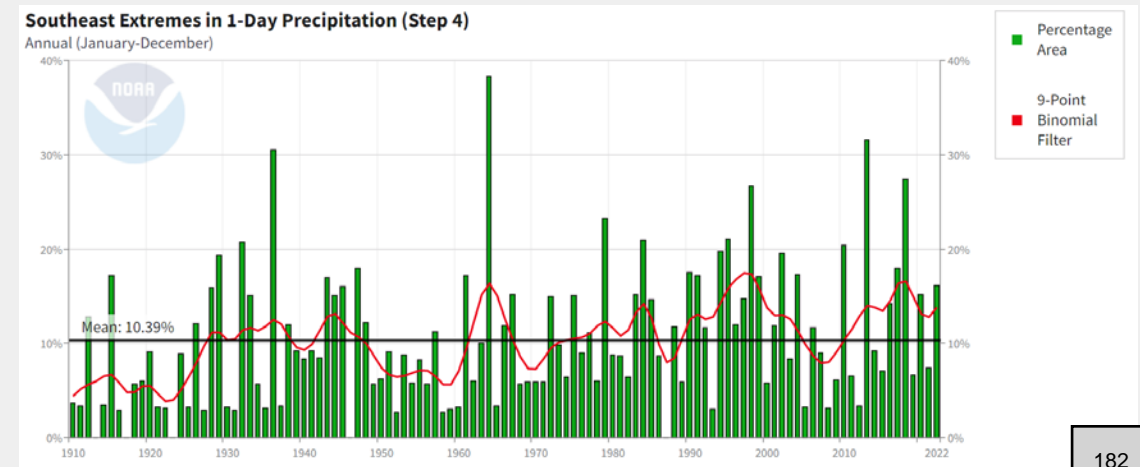


# Stormwater Utility – Background (cont.)

- Climate Change and Sea-level Rise
  - › Climate change and environmental stressors pose a challenge to the drainage system’s capacity to handle storm events of both small and large magnitude.
  - › **NOAA:** Land/Ocean temperatures have increased an average of 0.14 degrees Fahrenheit per decade since 1880.
    - Predicts a 20-30% increase in extreme precipitation by 2050.



Ft. Lauderdale Int'l Airport, April 2023



# Stormwater Utility – Background (cont.)

- Operates as a self-supporting enterprise fund with separate accounting from other Town departments and resources
- Town has historically used operating reserves to cover actual expenses that exceeded the budgeted amounts while phasing in rate adjustments over time

| Historical Monthly Rates per Equivalent Stormwater Unit (ESU) |                |                 |
|---|----------------|-----------------|
| <u>Assessment Year</u>  | <u>Monthly</u> | <u>Annual</u>   |
| 2018-2019   | \$11.00        | \$132.00        |
| 2019-2020   | \$12.00        | \$144.00        |
| 2020-2021   | \$12.00        | \$144.00        |
| 2021-2022   | \$12.50        | \$150.00        |
| <b>2022-2023</b>  | <b>\$13.50</b> | <b>\$162.00</b> |

# Stormwater Utility – Background (cont.)

- **Authorized Staff:**

- Stormwater Maintenance Division is assigned four (4) full-time employees:
  - › **Supervisor**
  - › **Stormwater Technician II**  
(vacant 19 months)
  - › **Stormwater Technician II**  
(vacant 7+ months)
  - › **Stormwater Technician I**



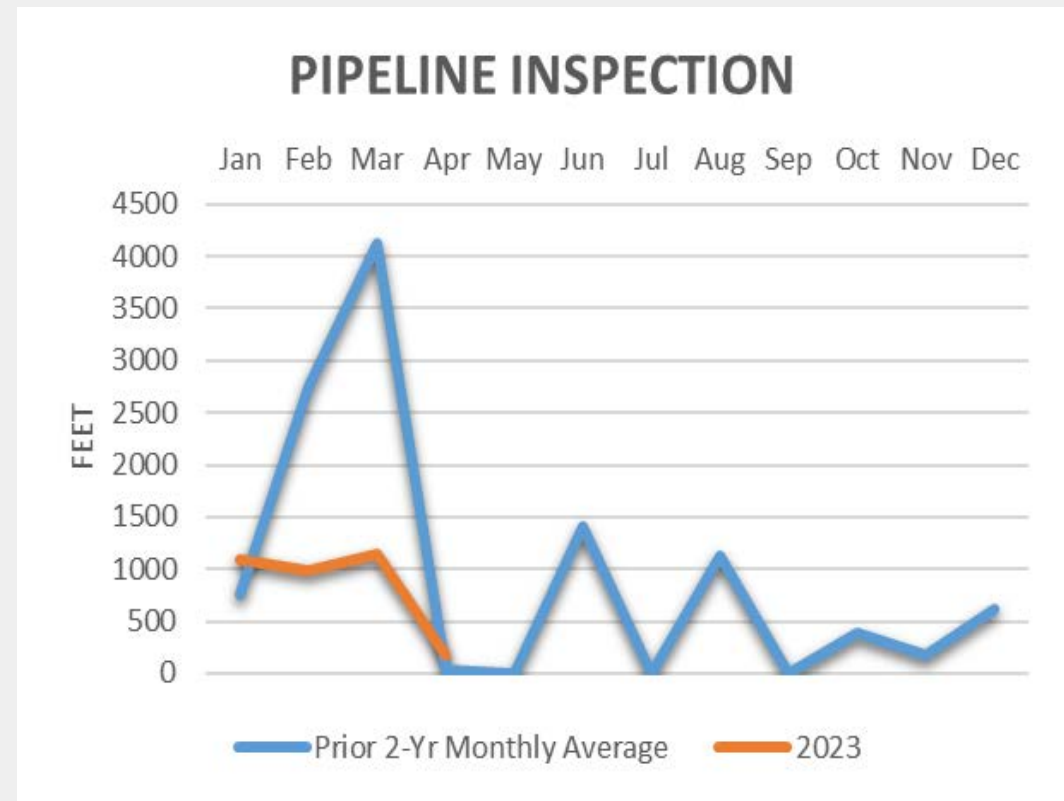
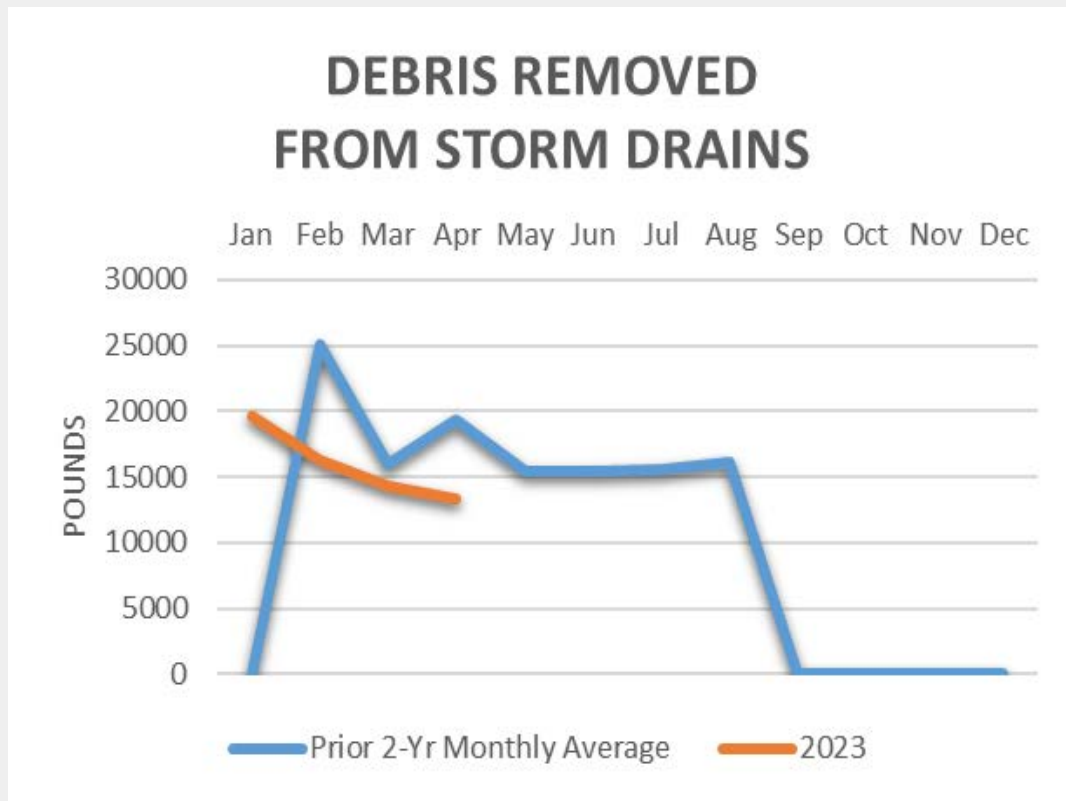


# Stormwater Utility – Background (cont.)

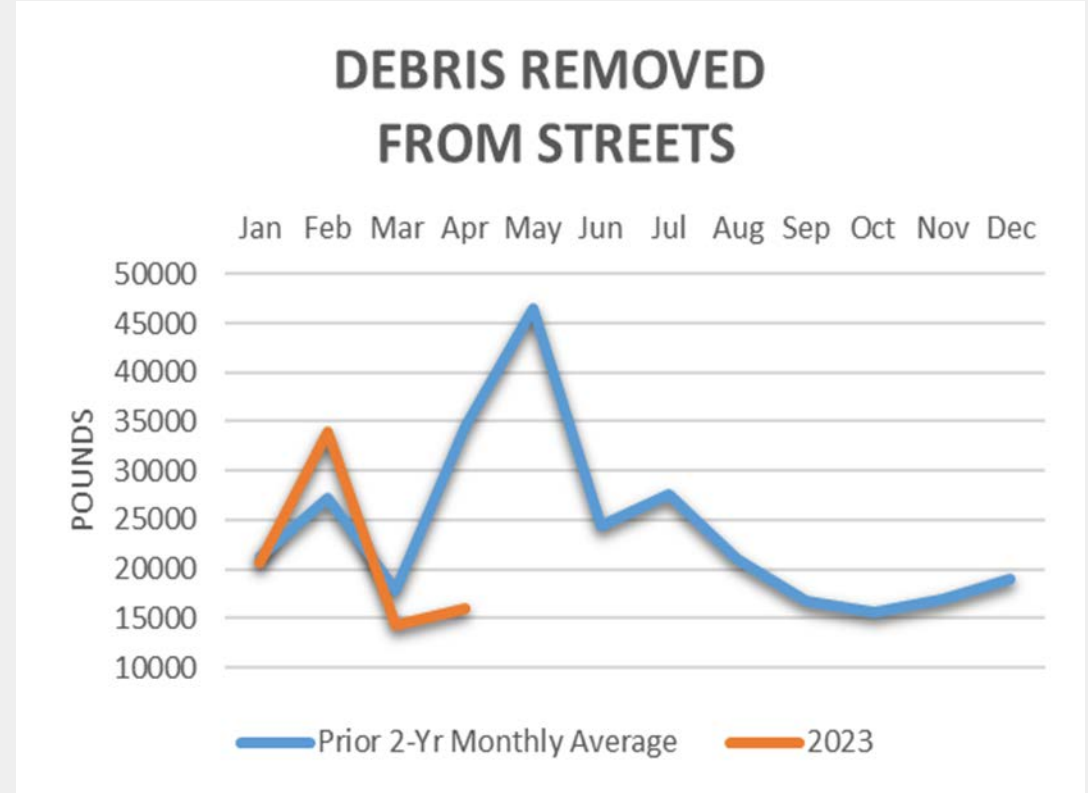
- Assigned Equipment/Trucks:
  - › Frequent out-of-service periods and operational disruptions
  - › Recommended Service Life: 7 Years (Yrs.)

| Equipment                | Years in Service | Years Past Service Life |
|--------------------------|------------------|-------------------------|
| Street Sweeper (2020)    | 3 Yrs.           | N/A                     |
| Vacuum Truck (2009)      | 14 Yrs.          | 7 Yrs.                  |
| Backhoe (2008)           | 15 Yrs.          | 8 Yrs.                  |
| Skid Steer Loader (2006) | 17 Yrs.          | 10 Yrs.                 |
| Farm Tractor (2006)      | 17 Yrs.          | 10 Yrs.                 |
| Mower (2004)             | 19 Yrs.          | 12 Yrs.                 |
| <b>Average:</b>          | <b>14 Yrs.</b>   | <b>7 Yrs.</b>           |

# Stormwater Utility – Operations



# Stormwater Utility – Operations (cont.)



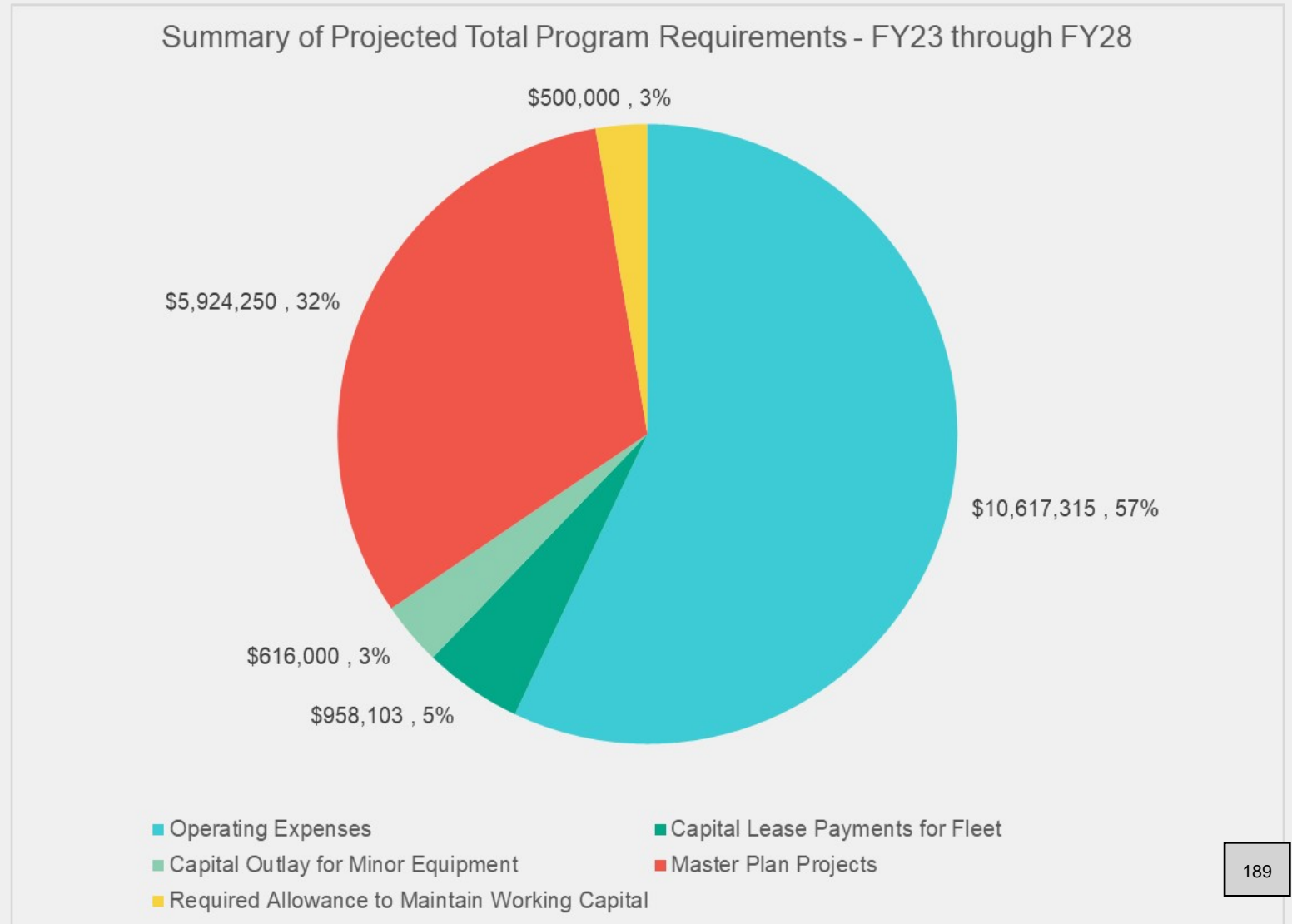


# The 2023 Stormwater Utility Rate Analysis



# Stormwater Program Requirements

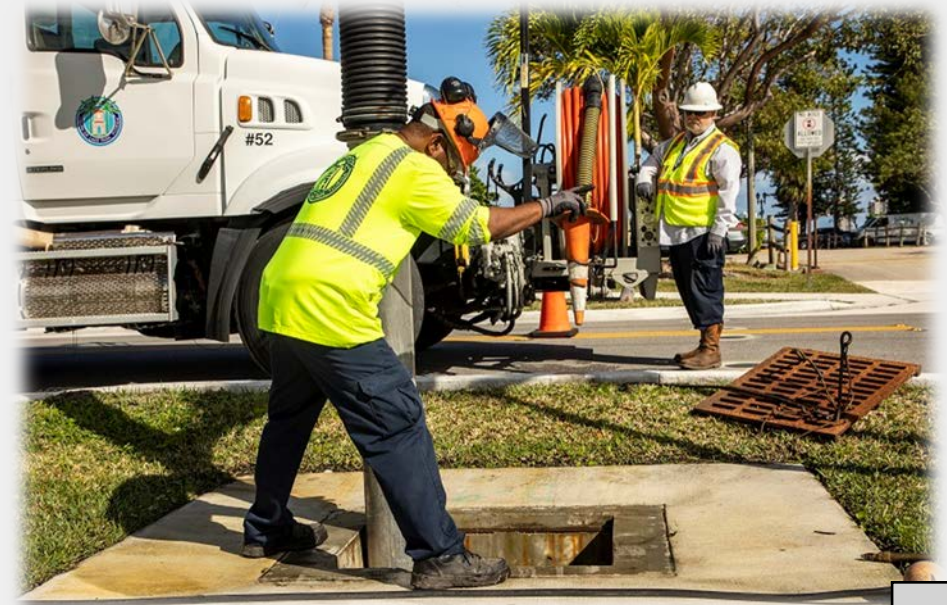
- Total program needs through FY28 are estimated to exceed \$18.6 million





# Principal Cost Drivers

- Current operating deficiency
  - › FY23 operating expenses exceed current revenues by approximately \$250,000 (24% of existing rates)
- High costs, frequency and severity of mechanical repairs. Replacement of major components due to aging fleet.



# Principal Cost Drivers (cont.)

- Compensation and Recruitment:
  - › Highly competitive labor market
  - › Stormwater Technician II positions vacant 18+ months
  - › Recommended changes to operating salaries and associated benefits
- Competition: long lead times for materials, supplies, equipment and vehicles
  - › Inflationary increases on all business expenditures

# Principal Cost Drivers (cont.)

- Increased infrastructure repairs and maintenance costs
  - › Cure-in-place pipe / pipe replacements
- Newly identified master plan improvement projects
  - › Result of 20-year Needs Assessment, as required by State Law



# Authorization

- The stormwater utility has exhausted its reserve funds
  - › Unappropriated reserve fund balance at the end of FY23 is estimated to be less than \$100,000
- On January 18, 2023, the Town Commission engaged Raftelis to prepare a Stormwater Utility Rate Analysis

# Study Objectives

- Develop a funding strategy to pay for stormwater system operations, maintenance and capital repairs & upgrades
  - › Emphasis on replacement of aging fleet and funding capital improvements to meet the drainage needs of the service area
    - Historically, stormwater rates were only established to recover operating expenses without any additional revenues for capital improvements
- Estimate revenue requirements to be recovered from stormwater rates
- Identify the need for future rate adjustments



# Study Tasks

- Prepare a financial forecast
  - › Fiscal years 2023 through 2028
- Develop projections of:
  - › Stormwater revenues
  - › Operating expenses and capital lease payments
  - › Capital improvement requirements & funding
  - › Cash reserve requirements
  - › Adequacy of revenues at existing rates

# Discussion Topics

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Major Study Assumptions

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Revenues and Expenses

---

Capital Leases and Minor Equipment

---

Summary of Current Operations

---

Evaluation of Master Plan Funding Requirements

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Conclusions & Recommendations

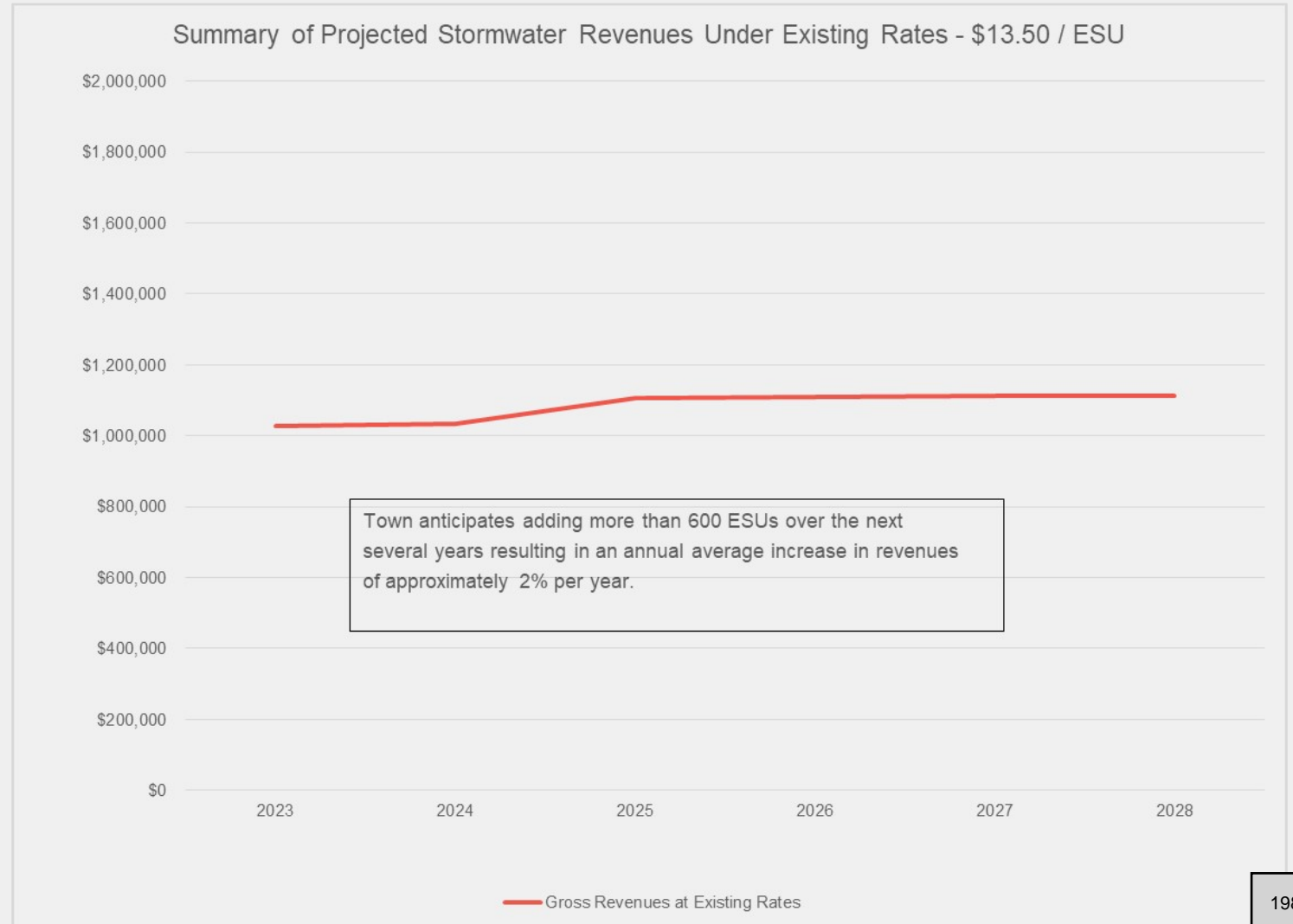
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# Stormwater Drainage Demographics

- Over 10.65 miles of stormwater pipe
- Serves approximately 3,000 properties or 6,600 equivalent stormwater units (ESUs) including all (developed) real property throughout the service area
  - › Residential Properties – 1.0 ESU per dwelling unit
  - › Non-residential Properties
    - ESU calculation for each property based on the impervious area of the property after considering applicable stormwater mitigation credits, if any
    - 1.0 ESU equals 5,202 square feet of impervious area

# Projected Revenues

- Annual revenues estimated at \$1.1 million per year
  - › Most property owners take advantage of the 4% discount by paying early
- Due to changes in land use, the overall ESU count has decreased in recent years
- Town’s Stormwater Engineer provided a preliminary list of property developments that would add more than 600 new ESUs over study period.



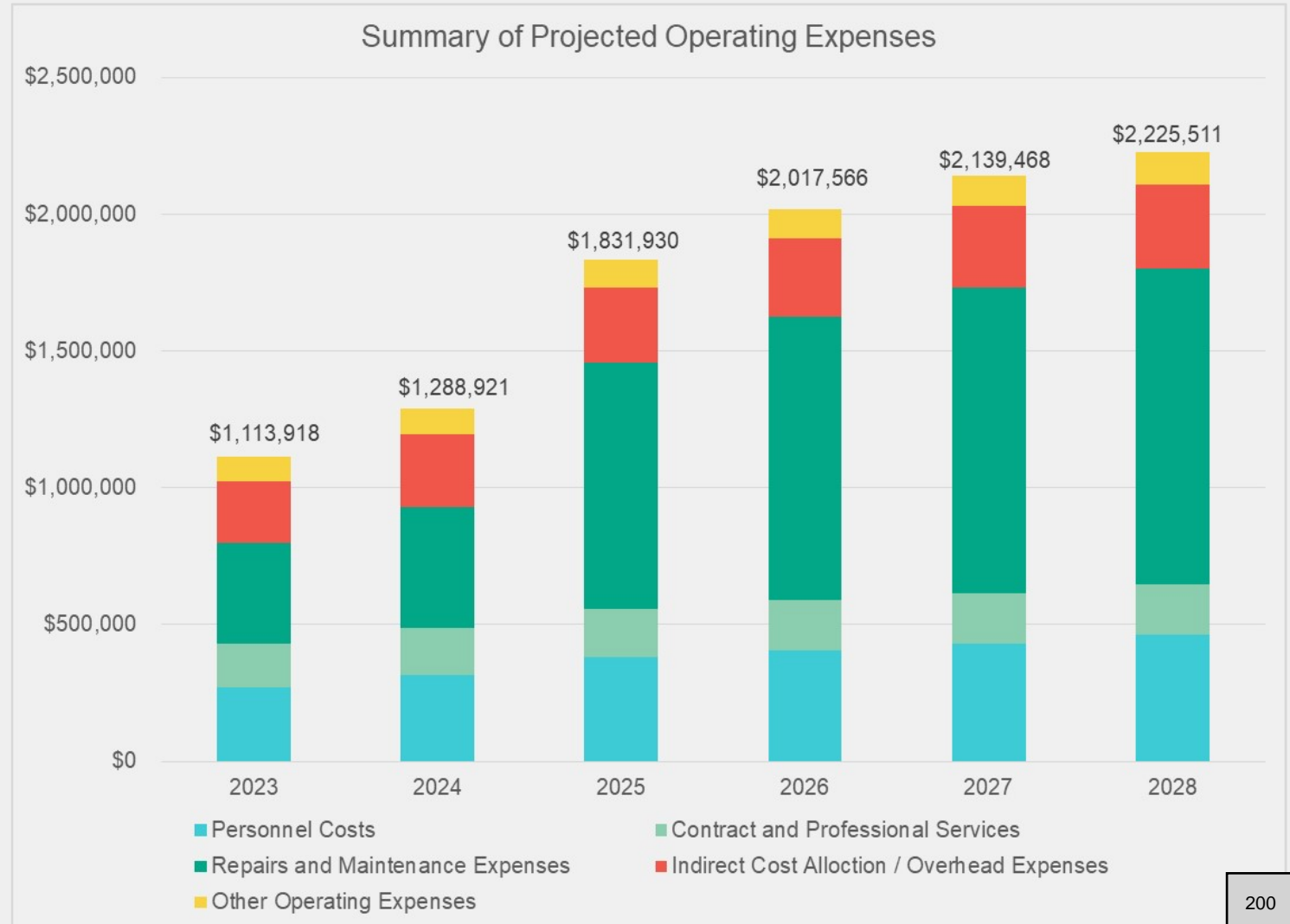
# Projected Operating Expenses

- Based on the adopted FY23 budget
  - › Minor adjustments were also made to account for recent increases in utility costs and operating lease payments
- (1) Additional Stormwater Technician II assumed to be hired in FY25
- Projections include a detailed plan to conduct operating repairs and maintenance over the study period
  - › Significant investments in cure-in-place pipe / pipe replacements
- Town plans to enter into an agreement to provide remote (SCADA) monitoring services for Lake Shore Drive Pump Station



# Projected Operating Expenses (cont.)

- Budgeted expenses beyond FY23 were increased based on estimated inflationary allowances as follows:
  - › Labor: 15% (FY24); then 4% per year
  - › Health & Liability Insurance: 15% per year
  - › Fuel & Utilities: 5% per year
  - › General Inflation: 3% per year



# Capital Leases

- Existing Street Sweeper lease of \$55,000 ends in FY24
- Town staff provided a list of vehicle replacements with the following estimated lease payments:

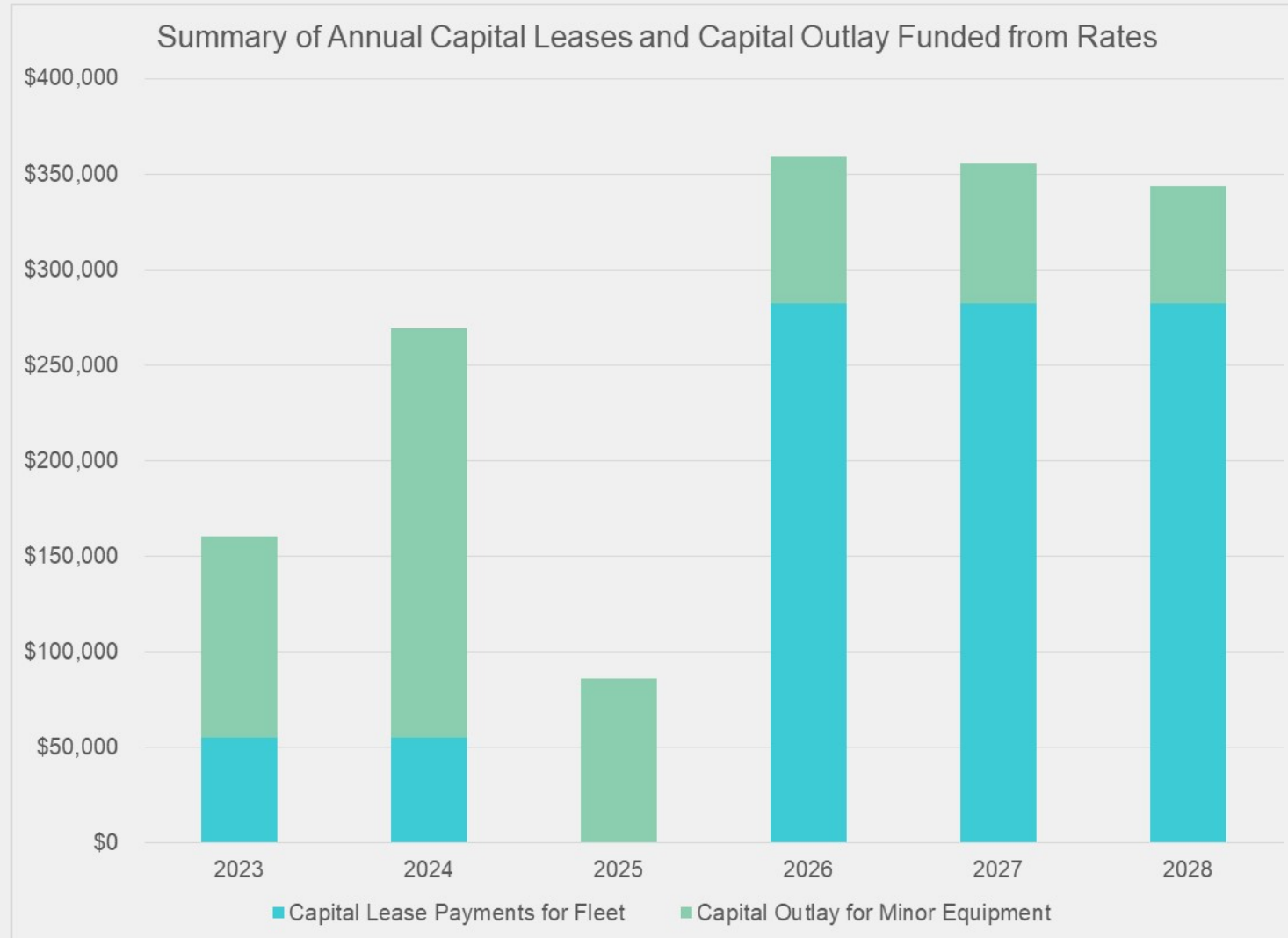
| Proposed Vehicle Replacements   |                      |                         |                  |                          |
|---------------------------------|----------------------|-------------------------|------------------|--------------------------|
| <u>Vehicle Name</u>             | <u>Year Acquired</u> | <u>Replacement Year</u> | <u>Lead Time</u> | <u>Lease Payment [*]</u> |
| New Holland Skid Steer / Loader | 2006                 | 2024                    | 2025             | \$75,000[**]             |
| Vac-Con Vacuum Truck            | 2009                 | 2024                    | 2026             | \$190,000                |
| Tymco Street Sweeper            | 2020                 | 2026                    | 2026             | \$92,000                 |

[\*] Lease term assumed to be 4-years at a 5.27% annual interest rate.  
 [\*\*] One time payment of approximately \$75,000.00.

# Recurring Capital Outlay

- Town staff provided a list of minor capital outlay and equipment funding of under \$100,000 per year to address the following system needs:
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# Projected Lease Payments & Capital Outlay



# Summary of Current Operations (Excludes Master Plan Improvement Projects)





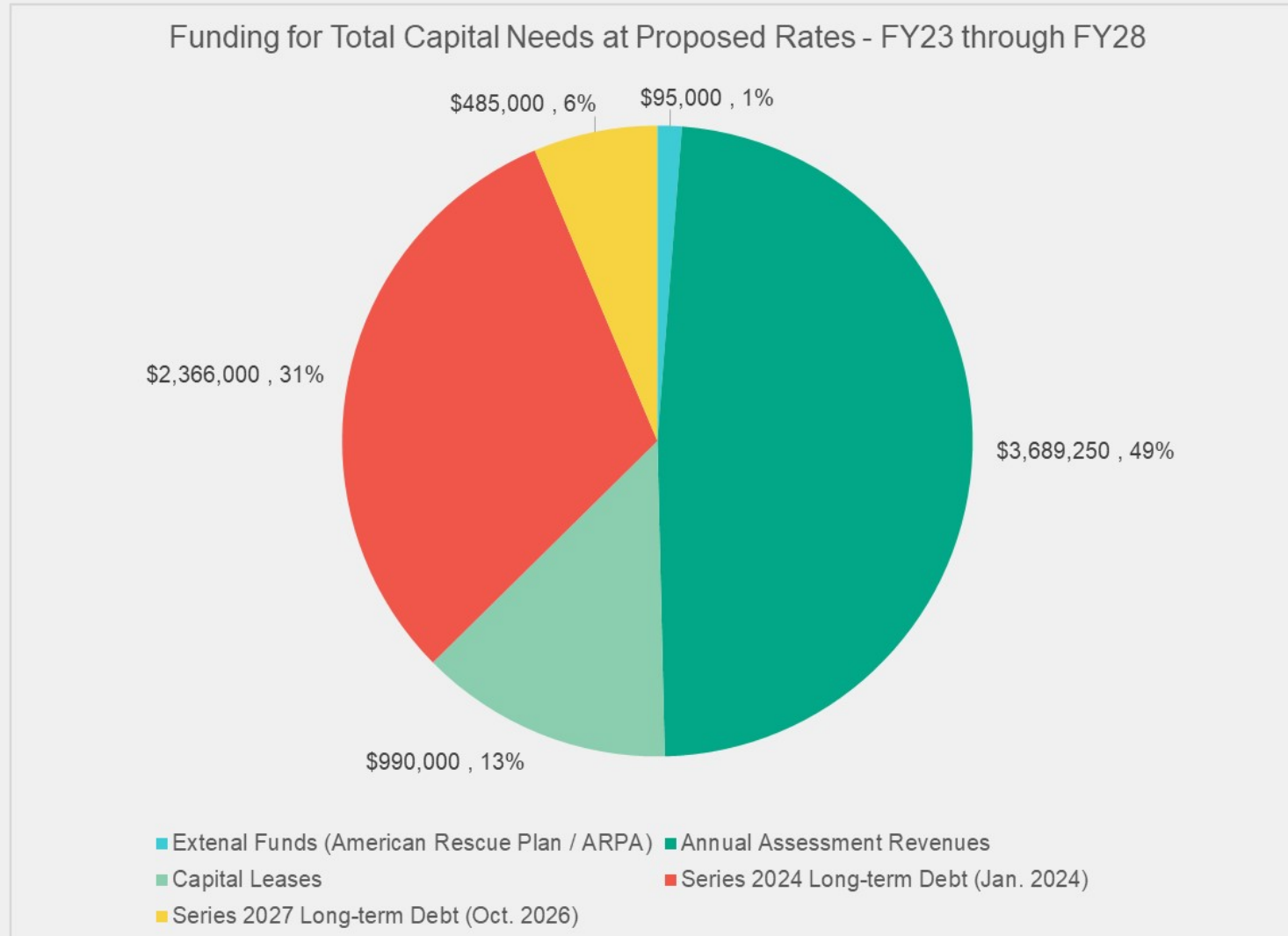
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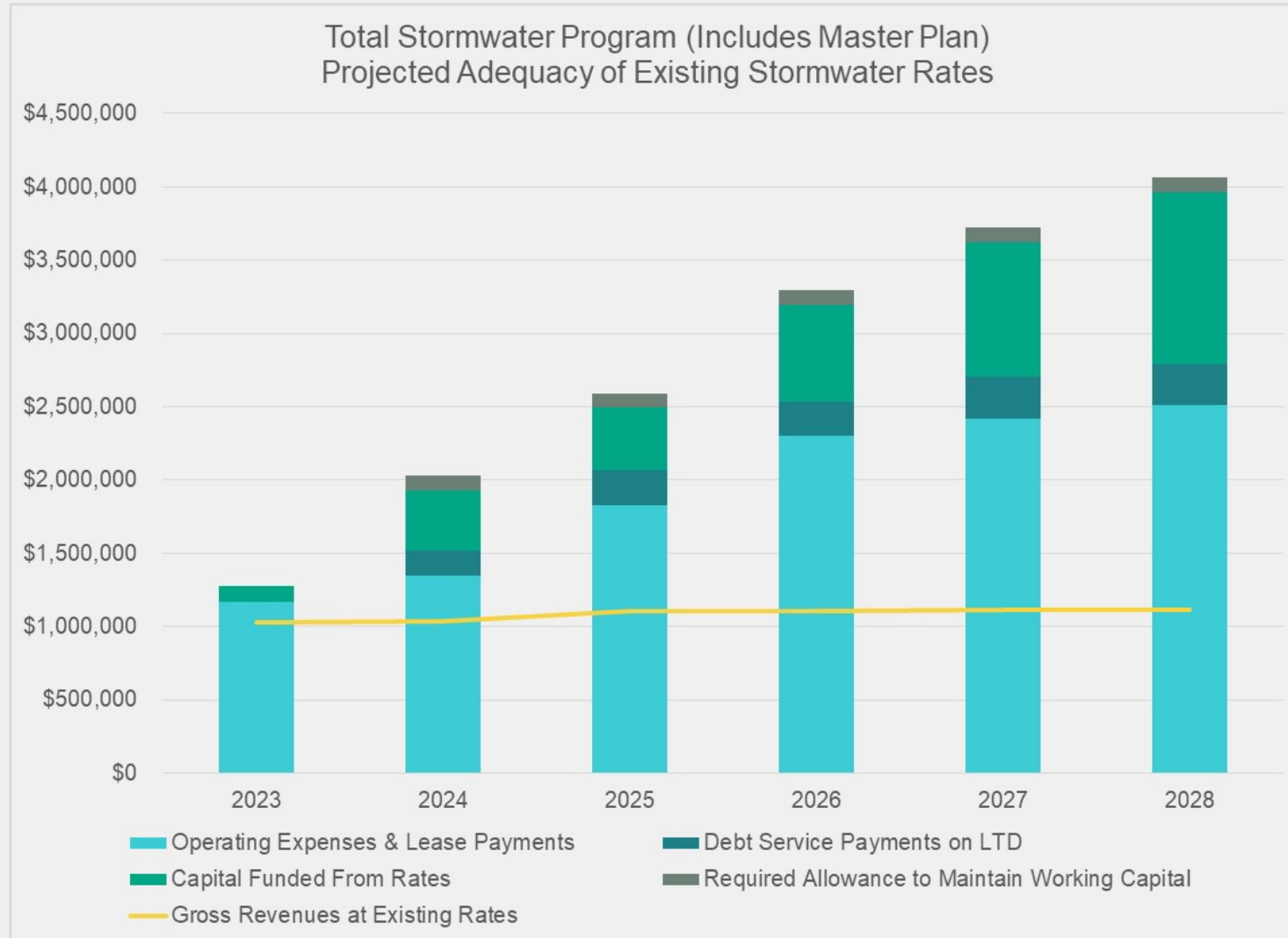


# Financing Assumptions

- Based on discussion with Town staff, we assumed the following borrowing terms:
  - › 15 years at 5% annual interest cost
    - Included a 3% allowance for financing costs
  - › Series 2024 Long-term Debt assumed issued Jan. 2024
    - \$2.4 million loan / \$235,000 annual payment
  - › Series 2027 Long-term Debt assumed issued Oct. 2026
    - \$0.5 million loan / \$50,000 annual payment

*NOTE: Actual terms will be negotiated at the time the loan is issued.*

# Adequacy of Existing Rates





# Exclusions: What costs are not captured in the rate study results?

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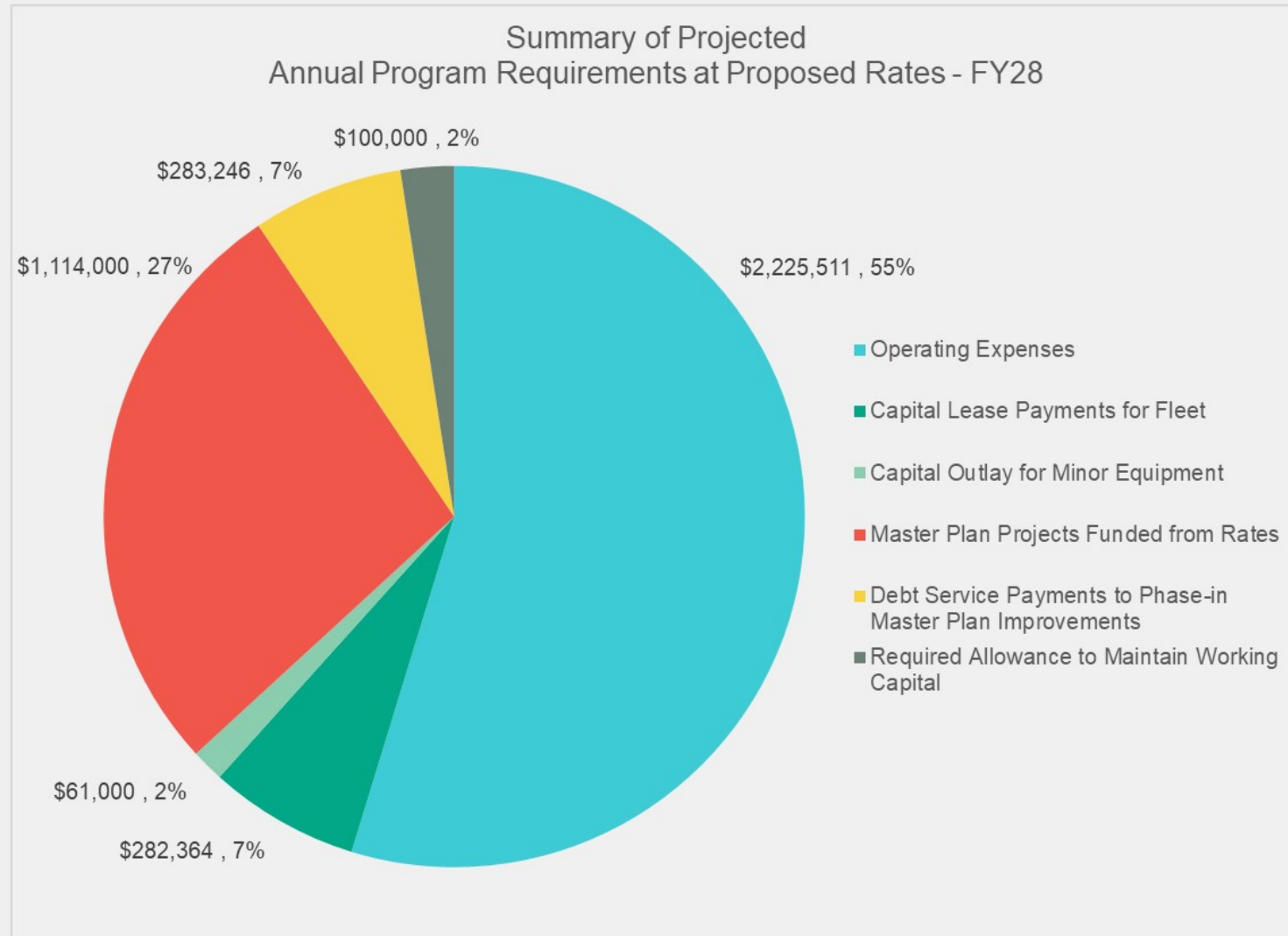
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## Key Benefits

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- Under certain conditions, rates may be adjusted based on grants revenue

# Summary of Program Requirements (FY28)



# Conclusions & Recommendations

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# Mitigating Stormwater Impacts

- **Implement Green Infrastructure on your property**

- › Rain Gardens: Direct downspout stormwater runoff from roads into rain gardens prior to discharge into stormwater system
- › Rain Barrels: Collect rain for irrigation and other uses
- › Permeable pavers
- › Other strategies
- › Qualify for stormwater assessment credits



# Connect with Us!



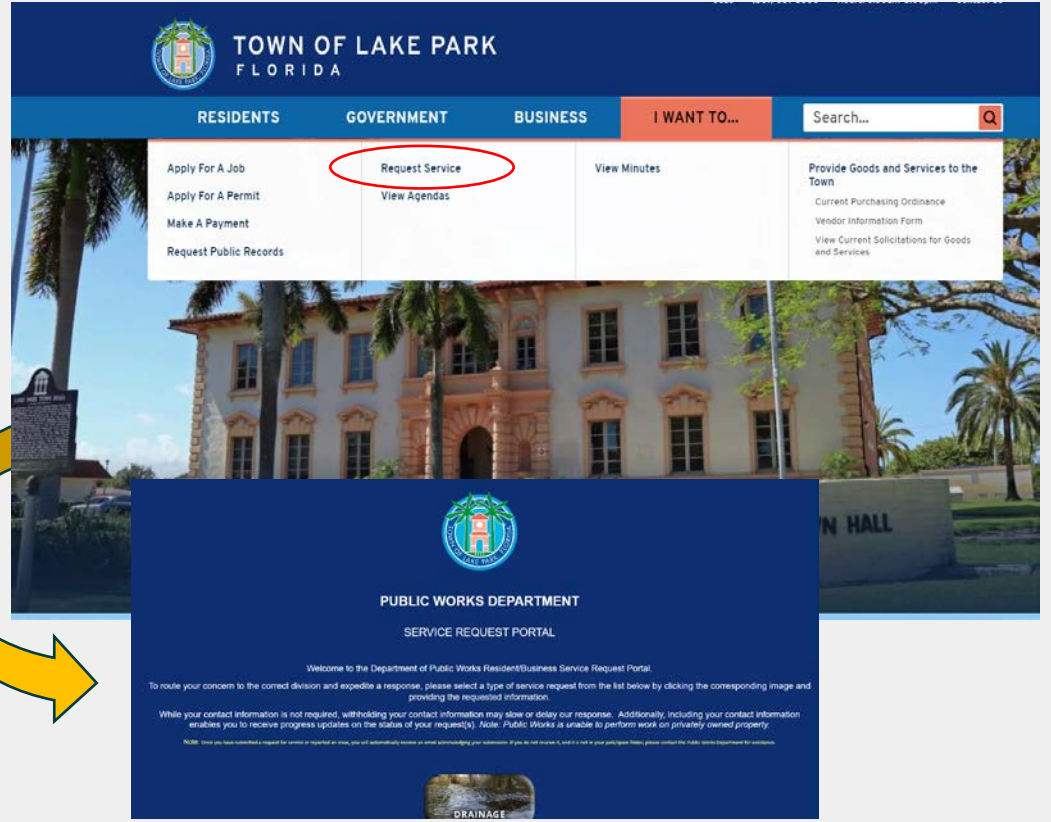
- New Service Request Portal
  - › Request Service
  - › Report Issues

 (561) 657-3918

 [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov)



SCAN AND  
BOOKMARK  
ME!



**EXECUTIVE RECRUITMENT SERVICES PROPOSALS  
FOR THE TOWN OF LAKE PARK TOWN MANAGER SEARCH**

| FIRM   | LOCATION                                     | PROJECTED PROJECT<br>TIMELINE                | FEEES  |
|--|--|--|--|
| 1. Mercer Group Florida<br>Donna Higgenbotham  | Daytona Beach<br>Shores, FL<br>Florida based | Approximately 14 weeks<br>October 2024       | \$19,500 professional fees plus<br>expenses not to exceed \$6,000.   |
| 2. Slavin Management<br>Consultants<br>Robert Slavin, Barbara<br>Lipscomb & John Kross   | Norcross, GA                                 | Approximately 8 to 10 weeks<br>Sept. 2024    | \$16,595 professional fees plus expenses of<br>\$9,172.25 (total project cost \$25,722.25)   |
| 3. WBCP<br>Wendi Brown   | Rouge River, OR<br>West Coast Primarily      | Approximately 12 to 14 weeks<br>October 2024 | \$24,500 professional fees plus expenses<br>not to exceed \$6,900.   |
| 4. CB&A<br>Colin Baenziger   | Daytona Beach<br>Shores, FL<br>Florida based | Approximately 14 weeks<br>October 2024       | \$32,500 fixed fee total plus cost of one<br>night's stay for CB&A representative in<br>same hotel of finalist when they come to<br>interview.   |
| 5. GovHR USA<br>Recently acquired by MGT<br>of America Consulting, LLC<br>(Tampa, FL)<br>Heidi Voorhees / Joellen<br>Cademartori | Northbrook, IL                               | Approximately 14 weeks<br>October 2024       | \$21,500 recruitment fee plus expenses not<br>to exceed \$1,500 plus \$2,000* advertising<br>costs (total estimated cost \$25,000.<br>*advertising costs over \$2,000 will be placed<br>only with client approval. |
| 6. SGR (Strategic<br>Government Resources)<br>Doug Thomas (Lakeland)   | Keller, TX                                   | Approximately 12-14 weeks<br>October 2024    | \$27,900 not to exceed price (\$24,500 fixed<br>fee plus up to \$2,500 advertising cost)   |





**TOWN MANAGER COMMENTS  
REGULAR TOWN COMMISSION MEETING  
Wednesday, July 3, 2024**

**COMMUNICATIONS AND GRANTS**

The Town has received some outstanding press in the last two weeks, including a story on CBS12 about the Residences at 10<sup>th</sup> & Park project, a slightly shorter story about the same subject on ABC25, and an item in the Palm Beach Post about the Town's rich dining scene. Opportunities like these help residents of other parts of Palm Beach County, as well as neighboring Martin County, to learn about everything Lake Park has to offer.

**COMMUNITY DEVELOPMENT**

- At a prior Commission meeting, the Town Commission selected Saturday, October 19 for a Resiliency Ordinance Workshop. It was requested that a separate date is selected to discuss additional density initiatives along Lake Shore Drive and the Federal Highway Mixed-Use corridor. If this initiative is still desired and a separate workshop date is still needed, two possible dates include: Saturday, November 2 and Saturday, November 9 (this does not interfere with any Town Veteran's Day weekend events).
- The Town owns a strip of land directly to the north of 302 Lake Shore Drive. Staff has been asked if we would sell this property. The Town Code requires a public process that includes a title search, an appraisal and vetting the property for any encumbrances, as well as a Resolution of the Town Commission agreeing to the sale of the property and public advertising process. Prior to proceeding with the required steps, the Town Manager would like to discuss this matter at workshop. Possible workshop dates are August 7 (6 p.m.) or September 4 (6 p.m.). The intent of the workshop is to have discussion between Staff and the Commission. A public advertising process would ensue if it is determined that the Commission would like Staff to initiate the process.



- The Town Manager’s Office, Public Works Department and Community Development Department met with the FDOT team to discuss the US-1 project that was previously presented to the Town Commission. Follow-up discussions were also held with the car dealership. It has been confirmed that that the dealership can educate their carriers on utilizing a northbound route from Blue Heron so that they have access into their dealership without needing to utilize Lake Shore Drive. In addition, vehicular access to their service center by customers is made possible using three access points, E. Ilex, Palmetto, and opposite of E. Kalmia (on the dealership side) with some additional directional signage that may be required. In light of these discussions, the FDOT proposed medians are being left as-is. The associated maintenance agreements and local funding agreement are also being revised to include concrete crosswalks per the Commission’s request. These items will come back to the Commission at the July 17 meeting and one-on-one meetings with staff are being coordinated in advance of the July 17 meeting with Bambi and Jaime (Public Works) and possibly Community Development, based on availability.

**FINANCE**

Provided for the Town Commission is an overview of the preliminary Budget for FY 2024/2025 to include overall assumptions, rates, and indexes.

**HUMAN RESOURCES**

**Job Openings:**

The following open positions are being advertised:

- Dock Attendant – Pay Range: \$18.91 to \$30.25 per hour. Submittal deadline is 5:00 p.m. on July 15, 2024
- Sanitation Truck Operator II – Pay Range: \$21.65 to \$ 34.63 per hour. Submittal deadline is 5:00 p.m. on July 18, 2024

The following volunteers are needed for the Lake Park Public Library:

- Tutors for one-on-one English language learning
- Tutors for one-on-one basic computer and digital literacy
- Data entry
- Shelving
- Facilitator for English Exchange Group

To view the complete job posting for the above positions or volunteer opportunities or to download an employment or volunteer application, please visit the Town’s official website at [www.lakeparkflorida.gov](http://www.lakeparkflorida.gov). For additional information please contact the Town’s Human Resources Department at 561-881-3300 and choose Option 8.



**New Employees:**

We are pleased to announce that the following new employees have joined our staff:

- Hernan Lopez Arancibia, our new Senior Accountant in our Finance Department; and
- Debra Person, our new Executive Assistant to the Human Resources Director

Both are here this evening.

**LIBRARY**

The Lake Park Public Library's exciting Summer Reading Program is underway and will continue until July 31st. This year, we are embarking on "Adventures Begin at Your Library," a theme that promises fun and learning for all ages. As part of the program, we celebrate Smokey the Bear's 80th birthday with a special Reading Challenge. Don't miss out on this enriching experience. Discover more by contacting Lake Park Public Library at 561-881-3330, stop in at 529 Park Avenue or by visiting the Town's website [www.lakeparkflorida.gov](http://www.lakeparkflorida.gov) Library webpage, [lakepark-fl.readsquared.com](http://lakepark-fl.readsquared.com), or [askhere@lakeparkflorida.gov](mailto:askhere@lakeparkflorida.gov).

**SPECIAL EVENTS****Sunset Celebration**

Sunset Celebration will be held on Friday, July 26 from 6:00 p.m. – 9:00 p.m. in our new location at Kelsey Park. This month's event will feature live entertainment from The Samantha Russell Band! For more information, call 561-840-0160.

**TOWN COMMISSION CONSENSUS**

The Mayor is forwarding a request, on behalf of the Florida Water & Pollution Control Operators Association, to proclaim August 2024 as Florida Water Professionals Month. The Association is a non-profit trade organization that promotes the sustainability of Florida's water utility industry that works to protect our citizens' health and preserve our state's water resources. Seeking Town Commission consensus for a Proclamation naming August 2024 as Florida Water Professionals Month at a future Town Commission meeting.

**HOLIDAY OFFICE AND SANITATION SCHEDULE**

All Town of Lake Park offices will be closed on Thursday, July 4, in observance of Independence Day, and will reopen for regular business hours on Friday, July 5. Due to the July 4 closure, garbage cart and bulk trash collection will move to Friday, July 5.

**TOWN MANAGER OUT OF OFFICE DATES**

I will be out of office on vacation Wednesday, July 10 through Monday, August 5, 2024. Assistant Town Manager Bambi McKibbon-Turner will be acting Town Manager in my absence.

## PRELIMINARY BUDGET 2024/2025 COMMENTS

- 1 Preliminary Budget 2024/2025 as presented with a deficit of (\$1,064,081).
- 2 First internal pass of budget resulted in a deficit of (\$2,223,000) but, through a strong review of each fund and department, we were able to reduce the deficit by an additional \$514,000. This budget task initiative was conducted by the Department Heads.
- 3 Additional reductions to the budget included:
  - elimination of the "transfer to reserves" for \$100,000
  - discovery of error in health insurance calculation for a pickup of \$102,000.
  - reduction of merit/COLA from 6% to 3% created a pickup of \$164,000
  - removed all initiatives and new employees for a pickup of \$277,950
- 4 Review of assumptions - EXPENSES:
  - Health insurance 15% expected increase in premiums = \$56,000
  - General and Liability Insurance expected increase of 20% = \$94,000
  - Opt out expense upgraded to 40% of "single premium" resulting in an additional \$28,000 in expense
  - Added difference between current retirement system and

proposed FRS system for an additional \$284,000

-PBSO budget increased by \$681,000 for the following:

-added 2 additional Deputies

-added 2 Service Aides

## 5 Review of assumptions - REVENUES:

-Ad Valorem at 95% of the latest figures available from the Tax Collector.

Property value increased by 16.22% resulting in a pickup of \$272,000.

-Non Ad Valorem revenues set at current year plus expected increase for new year

-Using the remainder of the ARPA Funds for the Code Overhaul, indoor pavillion doors and windows, security camera system for Public Works, and new windows for Public Works for total of \$727,000.

# SUNSET CELEBRATION

## FREE MUSIC CONCERT

### FEATURING



★THE★  
**SAMANTHA  
RUSSELL**  
BAND

**FOOD VENDORS \* CASH BAR \* ART & CRAFT VENDORS \* HAPPY HOUR**  
**FREE ADMISSION & PARKING \* NO OUTSIDE FOOD OR DRINKS**

**FRIDAY, JULY 26**  
**6:00 PM - 9:00 PM**  
**KELSEY PARK**  
**601 US HIGHWAY 1**  
**LAKE PARK, FL 33403**



**FOR MORE INFORMATION**  
**CALL 561-840-0160 OR EMAIL**  
**SPECIALEVENTS@LAKEPARKFLORIDA.GOV**





# Florida Water & Pollution Control Operators Association

A Non-Profit Association Serving Water and Wastewater Professionals in the State of Florida

## Florida Water Professionals Month

WHEREAS, the Florida Water & Pollution Control Operators Association, organized in 1940, is a non-profit trade organization that promotes the sustainability of Florida’s water utility industry through workforce development to protect the health of Florida’s citizens and to preserve the state’s water resources; and

WHEREAS, this organization offers water and wastewater treatment plant operator and water distribution operator training courses required for the state of Florida’s operator licenses, eight voluntary certification programs, and continuing education programs for operator license renewal; and

WHEREAS, this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel and

WHEREAS, the Florida Water & Pollution Control Operators Association recognizes all who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating *Florida Water Professionals Month*, which applauds their constant efforts to protect our health and environment.

WHEREAS water professionals are essential first responders, as defined by Florida Statute 403.865 (b), during storms and other catastrophic events, working to ensure safe drinking water and safe disposal of wastewater for our communities.

NOW, THEREFORE, I, *Name* by the authority vested in me as *Mayor of Any town*, Florida, hereby proclaim

August 2024  
as

### ***“Florida Water Professionals Month”***

in *Any town* and extend greetings and best wishes to all observing *Florida Water Professionals Month*.

IN WITNESS WHEREOF, I have hereunder set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Mayor**



**Janet Perry**

---

**From:** Roger Michaud  
**Sent:** Thursday, June 6, 2024 12:04 PM  
**To:** Janet Perry  
**Subject:** Fwd: August Water Professional Month Proclamation Request  
**Attachments:** image001.png; 2024\_FWPCOA\_Water\_Professionals\_Month\_Proclamation.docx

Good Afternoon Janet,

For you to look into adding to Town Manager's notes for next meeting coming up.

Sent from my iPad

Begin forwarded message:

**From:** Jonathan Torres <jtorres@sua.com>  
**Date:** June 6, 2024 at 8:10:26 AM EDT  
**To:** Roger Michaud <rmichaud@lakeparkflorida.gov>  
**Subject: August Water Professional Month Proclamation Request**

Dear Mayor Roger Michaud:

The Florida Water & Pollution Control Operators Association (FWPCOA) was organized in 1940 as a non-profit trade organization to promote the sustainability of Florida's water utility industry that works to protect our citizens' health and preserve our state's water resources. The FWPCOA offers water and wastewater treatment plant operator and water distribution system operator training courses for state licensing requirements, eight voluntary certification programs, and continuing education programs for license renewal.

Our state's water industry employees work around the clock, 365 days every year, to ensure that safe drinking water is accessible to all Floridians and that our environment and natural resources are protected. To recognize their hard work and dedication, the FWPCOA has celebrated "Florida Water Professionals Month." This year, the FWPCOA seeks to increase community awareness by designating the month of August as "Florida Water Professionals Month."

Like other states, Florida depends on a network of aging underground pipes. The Florida Section of the American Society of Civil Engineers' most recent report card graded our Drinking Water Infrastructure a C and our Wastewater Infrastructure a C. This assessment highlights the importance of recognizing and supporting Florida's water professionals more than ever—out of sight need not be out of mind.

We invite you and the Town of Lake Park to join us in supporting the efforts of water professionals in your community. I would appreciate your help in executing a proclamation recognizing this important event. I am including a sample proclamation for you to look over. Please send your executed proclamation to my address, as stated below, so that we can recognize the town's participation in this year's awareness month. If you would like an officer from our association to accept the proclamation at your council meeting, please get in touch with me at your convenience. Thank you in advance for your anticipated participation!

Regards,

**Jonathan Torres**

Water Plant Maintenance Supervisor

**Seacoast Utility Authority**

**Address** 4200 Hood Rd, Palm Beach Gardens, FL  
33410

**Office Phone** (561) 627-2900 ext 1236

**Cell Phone** (352) 949-4349

**Website** [www.sua.com](http://www.sua.com)

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from Seacoast Utility Authority officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.



Town of Lake Park  
PUBLIC COMMENT CARD

Item 4.

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- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

Meeting Date 7-3-24

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

Name: Jean Marie Miodoleto  
Address: P.O. Box 15082 WPB FL 33416

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):

➔ Candidate for County Court Judge, Group 2

**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.



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Meeting Date 7/3/24

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Name: Mikie Isackson  
Address: 11260 Glen Orchard Lane Boynton Beach

If you are interested in receiving Town information through Email, please provide your E-mail address: Michaelteens9@gmail.com

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

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

**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.



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Meeting Date 7/3/24

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

Name: Candas Rojas  
Address: 3000 Waterside Circle Baynton Beach

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

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

\_\_\_\_\_

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

\_\_\_\_\_

**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.





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Meeting Date 7/3/24

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

Name: Brett McCullough  
Address: \_\_\_\_\_

If you are interested in receiving Town information through Email, please provide your E-mail address: brettvvaughn1@gmail.com

I would like to make comments on the following Agenda Item:  
Introduction to City & How I can help be involved.

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

**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.





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Meeting Date 07/09/2024

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

Name: J. Sullivan  
Address: 348 Flagler Blvd

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):  
Individuals stuffing trash in other people's  
recycle containers

**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.



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Meeting Date 3/7/03/2024

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

Name: Ji Sullivan  
Address: 348 Flagler Blvd -

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):  
Individual or no copies of interconnections of  
Railroad and Old Town Highway

**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.



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Meeting Date \_\_\_\_\_

Cards must be submitted before the item is discussed!!

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

Name: Betty Bennett  
Address: 801 - Park Ave Suite 105

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):

Flowers for all occasions  
in business 31 years

**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.





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Meeting Date 7/3/24

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

Name: Christina MacPhallen  
Address: 378 Northlake Blvd, NPB Fl 33408

If you are interested in receiving Town information through Email, please provide your E-mail address: store3410customer@gmail.com

I would like to make comments on the following Agenda Item:  
what are we as a business expecting to happen?  
what is to become of our plaza (speaking on behalf of  
I would like to make comments on the following Non-Agenda Item(s): businesses in Northlake Promenade

**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.

Did  
NOT  
SPEAK



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** July 17, 2024

**Originating Department:** Public Works

**Agenda Title:** Resolution Declaring Certain Town-Owned, Tangible Personal Property as "Surplus" and Eligible for Disposal

**Approved by Town Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Cost of Item:** \$0.00      **Funding Source:** N/A

**Account Number:** \_\_\_\_\_      **Finance Signature:** Barbara A. Gould

Digitally signed by Barbara A. Gould  
DN: cn=Barbara A. Gould, o=Town of Lake Park, ou=Finance Dept,  
email=bgould@lakelakeparkflorida.gov, c=US  
Date: 2024.06.16 16:59:46 -0400

**Advertised:**

**Date:** N/A      **Newspaper:** \_\_\_\_\_

**Attachments:** Agenda Request Form

Resolution

**Please initial one:**

\_\_\_\_\_ Yes I have notified everyone

JM Not applicable in this case

### Summary Explanation/Background:

Over time, the Town has collected various items no longer needed for its operations, including old vehicles that are no longer cost-effective to keep running. The vehicles/equipment we propose to dispose of are listed below and in the attached Resolution. In short, this Resolution designates three Grounds vehicles, one Recreation equipment, one Facilities equipment, one Marina vehicle, one Stormwater vehicle with attachments, one Streets & Roads vehicle with attachments, and four Sanitation vehicles as surplus.

Proceeds from the auction will be allocated to the appropriate General, Sanitation, Stormwater, Streets & Roads, and Marina funds. The vehicles and equipment listed in the Resolution for surplus are as follows:



**GENERAL FUND SURPLUS LIST****Grounds Maintenance**

2004 SCAG STT31BSD Mower # P11, VIN#: 9460190  
 2007 Toro 30360 Mower # P15, VIN#: 270000237  
 2008 Toro 30360 Mower # P16, VIN#: 280000112

**Facilities Maintenance**

1986 Kohler 70ZR Generator # PW2

**Special Events**

2008 Balor TS80T Generator #T372, Serial #: 10.84080-G1

**MARINA FUND SURPLUS LIST**

1999 Magic Tilt, Model SK1982 Boat Trailer #T62, VIN#: 1MSC6ML19X1Q30253

**STREETS & ROADS FUND SURPLUS LIST**

2006 New Holland NT60A VIN# HJE039471 and Attachments

- Bush Hog model RDTH 72" Rear Discharge Finishing Mower
  - Land Pride 72" Rotary Cutter
    - Box blade 78"

**STORMWATER FUND SURPLUS LIST**

2006 New Holland LS190 Skid Steer #62, Serial #: N5M418551 and Attachments

- Bobcat Model 66 INDL FK GRPL 66", Serial#: 425502485
- Bobcat 2560 Hydraulic Breaker, Serial #: 6179001825
- Bobcat Melroe Auger, Model 12, Serial#: 437501403
  - Bobcat 60" Sweeper, Serial #: 434704761

**SANITATION FUND SURPLUS LIST**

2009 Autocar WX64 Front End Loader #45, VIN#: 5VCDC6JF49H209287  
 2009 Autocar WX64 Automated Side Loader #50, VIN#: 5VCDC6JF79H208151  
 2015 Mack MRU613 Front End Loader #44, VIN#: 1M2AV04C6GM014462  
 2015 Mack LEU Automated Side Loader #51: VIN#: 1M2AU02C9GM010637

Florida Statutes 274.06 and 274.07 govern the disposal of Town property and require that the Town Commission Meeting Minutes reflect that such property has been declared surplus and eligible for disposal.

**Recommended Motion:**

I move to adopt Resolution No. \_\_\_\_\_.

**RESOLUTION 39-07-24**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CLASSIFYING CERTAIN TOWN OWNED EQUIPMENT AS SURPLUS PROPERTY; PROVIDING THE TOWN MANAGER WITH THE AUTHORITY TO DISPOSE OF SAID SURPLUS EQUIPMENT AND DIRECTING THAT THE PROCEEDS DERIVED FROM THE SALE AT AUCTION OF THE SURPLUS EQUIPMENT BE DEPOSITED IN THE TOWN'S GENERAL, SANITATION, STORMWATER, STREETS AND ROADS AND MARINA FUNDS AS APPROPRIATE; DIRECTING THE TOWN MANAGER ENSURE THAT THE TOWN'S FIXED ASSET RECORDS BE AMENDED TO REFLECT THE DISPOSAL OF THE SURPLUS EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Manager of the Town of Lake Park has the power and authority pursuant to the provisions of the Town Code to dispose of surplus equipment and property of the Town of Lake Park (Town); and

**WHEREAS**, the Town Manager has identified certain equipment and property which he has concluded is surplus property; and

**WHEREAS**, the term surplus property means any personal property belonging to the Town which is capable of being used by the Town, but which is in excess of the Town's normal operating requirements; and

**WHEREAS**, the equipment and property listed herein have been classified by the Town Manager as surplus property of the Town; and

**WHEREAS**, the surplus equipment and property is to be disposed of at public auction with the proceeds of the sale to be deposited in the Town's General, Sanitation, Stormwater, Streets and Roads and Marina Funds, as appropriate.

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

**SECTION 1.** The whereas clauses are incorporated herein as the findings of the Commission and are true and correct.

**SECTION 2.** That certain Town owned equipment and property, which has been determined by the Town Manager to be obsolete and/or its continued use would be uneconomical, inefficient and/or serves no useful function for the Town. The Commission therefore finds that the equipment and property is surplus property.

**GENERAL FUND EQUIPMENT AUCTION LIST (Grounds Maintenance)**

2004 Scag STT31BSD Mower # P11, VIN#: 9460190

2007 Toro 30360 Mower # P15, VIN#: 270000237

2008 Toro 30360 Mower # P16, VIN#: 280000112

**GENERAL FUND EQUIPMENT AUCTION LIST (Facilities Maintenance)**

1986 Kohler 70ZR Generator # PW2

**GENERAL FUND EQUIPMENT AUCTION LIST (Special Events)**

2008 Balor TS80T Generator #T372, Serial #: 10.84080-G1

**STREETS & ROADS FUND AUCTION LIST**

2006 New Holland NT60A VIN# HJE039471 and Attachments

- Bush Hog Model RDTH 72" Rear Discharge Finishing Mower
- Land Pride 72" Rotary Cutter
- Box blade 78"

**SANITATION FUND EQUIPMENT AUCTION LIST**

2009 Autocar WX64 Front End Loader #45, VIN#: 5VCDC6JF49H209287

2009 Autocar WX64 Automated Side Loader #50, VIN#: 5VCDC6JF79H208151

2015 Mack MRU613 Front End Loader #44, VIN#: 1M2AV04C6GM014462

2015 Mack LEU Automated Side Loader #51: VIN#: 1M2AU02C9GM010637

**STORMWATER FUND EQUIPMENT AUCTION LIST**

2006 New Holland LS190 Skid Steer #62, Serial #: N5M418551 and Attachments

- Bobcat Model 66 INDL FK GRPL 66", Serial#: 425502485
- Bobcat 2560 Hydraulic Breaker, Serial #: 6179001825
- Bobcat Melroe Auger, Model 12, Serial#: 437501403
- Bobcat 60" Sweeper, Serial #: 434704761

**MARINA FUND EQUIPMENT AUCTION LIST**

1999 Magic Tilt, Model SK1982 Boat Trailer #T62, VIN#: 1MSC6ML19X1Q30253

**SECTION 3.** The Town Manager is hereby authorized to dispose of the above described surplus equipment and property and to sell the same based upon the highest amounts bid at public auction or to dispose of any of the surplus equipment and property not purchased at auction as he deems appropriate.

**SECTION 4.** The Town Manager is hereby directed to see that all proceeds derived from disposal of said surplus property and equipment is deposited in the Town's General, Sanitation, Stormwater, and Marina Funds, as appropriate.

**SECTION 5.** The Town Manager is hereby directed to ensure that the Fixed Asset records of the Town are amended to reflect disposal of said surplus equipment and property in the manner required by the Auditor General.

**SECTION 6.** This Resolution shall take effect immediately upon its execution.



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** July 17, 2024

**Originating Department:** Town Commission

**Agenda Title:** Naming of the 7<sup>th</sup> Street PocketPark

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

**Approved by Town Manager:** Bambi McKibbon-Turner Digitally signed by Bambi McKibbon-Turner  
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources  
Director, email=bturner@lakeparkflorida.gov, c=US  
Date: 2024.07.10 12:15:25 -04'00'

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

**Account Number:** \_\_\_\_\_ **Finance Signature:** \_\_\_\_\_

**Advertised:**  
**Date:** \_\_\_\_\_ **Newspaper:** \_\_\_\_\_

**Attachments:** \_\_\_\_\_  
\_\_\_\_\_

**Please initial one:**  
\_\_\_\_\_  
AJ

Yes I have notified everyone  
Not applicable in this case

**Summary Explanation/Background:**

In May 2024, the CRA completed the construction of the Pocket Park on 7<sup>th</sup> and Foresteria. At the direction of the Town Commission, staff undertook an exercise to ask the community ideas on naming the Pocket Park.

The following newsletter was distributed on June 3, 2024 and was placed on the CRA and Community pages on the Town’s website. It was also posted on the Town and CRA Facebook pages. Residents were given until June 28<sup>th</sup> to submit ideas.

*The Lake Park CRA recently completed construction of the first new park to be added to Lake Park in over a decade! This pocket park, located at 610 7th Street, features lush landscaping, benches for relaxing and a gazebo that’s perfect for live performances. We’re also planning to add artwork to the park in the future. But the park needs a name! This park is for the community, so we would like the community to help select its name!*



**Contest Rules:**

- -The park's name cannot contain profanity
- -The park cannot be named after a living person
- -All suggestions must be submitted to [NameThePocketPark@lakeparkflorida.gov](mailto:NameThePocketPark@lakeparkflorida.gov) by June 28, 2024

The CRA Board will review the submissions and make the final selection, which will then go to the Lake Park Town Commission for approval. A grand opening for the park with a ribbon-cutting ceremony and an official unveiling of the name will take place later this summer. Details will be in next month's newsletter, and you can follow us on Facebook or check our website for information.

**RESULTS:**

Approximately 70 ideas were submitted by Town residents over the month of June. A majority of submissions related to the tranquility or passiveness of the park OR honored a historical name with importance to the Town of Lake Park.

Names were narrowed by staff to the following five (5) submissions (in no particular order) for the Board's consideration and recommendation to the Town Commission for approval.

**HISTORICAL**

1. Desca DuBois Park
2. Joe Rice Memorial Park
3. Olmsted Park

**SERENE/TRANQUIL**

4. Oasis
  - a. Lake Park Oasis
  - b. Oasis Park
  - c. Pocket Oasis
5. Foresteria Park/Green

**Recommended Motion:**

I move to approve resolution XX

**RESOLUTION NO. XX**

**A RESOLUTION OF THE TOWN COMMISSIONERS OF THE TOWN OF LAKE PARK, FLORIDA APPROVING THE CRA BOARD RECOMMENDATION TO NAME THE 7<sup>th</sup> STREET POCKET PARK \_\_\_\_\_; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the CRA funded the construction of a Pocket Park on the corner of 7<sup>th</sup> Street and Foresteria; and

**WHEREAS**, the park construction was completed in May 2024; and

**WHEREAS**, upon completion of the park the Town Commission directed staff to initiate a contest for the community to submit ideas for a park name through a contest; and

**WHEREAS**, residents of the Town of Lake Park submitted names through email from June 3, 2024 to June 28, 2024; and

**WHEREAS**, many out of approximately 70 submissions, five (5) of the top names were presented to the CRA Board for a recommendation; and

**WHEREAS**, the CRA Board has determined the name of the Pocket Park should be \_\_\_\_\_.

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

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

Section 2. The Town Commission hereby approves the name of the park on 7<sup>th</sup> and Foresteria to be called \_\_\_\_\_.

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

**ADD APPROVALS**



### Town of Lake Park Town Commission

### Agenda Request Form

Meeting Date: July 3, 2024

Agenda Item No.

**Agenda Title:** AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE III ENTITLED "PARK REGULATIONS"; PROVIDING FOR THE AMENDMENT OF DIVISION 1 TO ESTABLISH NEW REGULATIONS FOR THE USE OF PARKS, INLCUDING HOURS OF OPERATION, A FEE SCHEDULE AND THE ENFORCEMENT OF THE REGULATIONS; PROVIDING FOR THE AMENDMENT OF DIVISION 2, ENTITLED "PERMIT FOR GROUP ACTIVITIES" PERTAINING TO SPECIAL PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE ON 1<sup>st</sup> READING**
- NEW BUSINESS
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager **John D'Agostino** Digitally signed by John D'Agostino  
DN: cn=John D'Agostino, o=Town of Lake Park, ou=Town Manager, email=jdagostino@lakeparkflorida.gov, c=US  
Date: 2024.06.27 15:26:07 -04'00' **Date:** \_\_\_\_\_

**Anders Viane / Planner**  
Name/Title \_\_\_\_\_

|  |  |   |
|--|--|---|
| <b>Originating Department:</b><br><br>Community Development  | Costs: \$ <b>Legal Review</b><br>Funding Source: <b>Legal</b><br>Acct: <b>#108</b><br><input type="checkbox"/> Finance<br>_____                        | <b>Attachments:</b><br><br>→ <b>Ordinance __-2024</b>   |
| <b>Advertised:</b><br>Date: <b>Will be advertised by Town Clerk 10 days prior to 2<sup>nd</sup> Reading</b><br>Paper:<br><input checked="" type="checkbox"/> <b>Not Required</b> | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone OR Not applicable in this case <b>AV</b><br><br><b>Please initial one.</b> |

**Summary Explanation/Background:**

This ordinance is being brought forward to codify standards of conduct and make quality of life changes to the section governing Town Parks as well as make minor improvements to the section governing special event permits. Under the previous version of Division 1, this ordinance was

primarily concerned with Town Parks only. The new version broadens the scope of the language to include all Town properties and establish standards of conduct, fire prevention standards, vehicular use standards, and law enforcement procedures for those facilities. This ordinance was crafted based on recommended language from the Palm Beach County Sheriff's Office and was developed in close conjunction with PBSO and the Special Events Department. It provides protections against vandalism, loitering, camping, reckless use of flammable materials, and the use of drones to ensure a high quality and peaceable experience for all park and public facility users in accordance with state law. It also carves out exemptions for special event permits, both public and private, to allow for parks and public facilities to serve as recreational venues subject to proper procedures. Accordingly, this ordinance makes several minor updates to Division 2 necessitated by the updates to Division 1, refining terminology and procedures.

**Recommended Motion: I MOVE TO APPROVE ORDINANCE NO. \_\_-2024 on first reading.**



**ORDINANCE 09-2024**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE III ENTITLED "PARK REGULATIONS"; PROVIDING FOR THE AMENDMENT OF DIVISION 1 TO ESTABLISH NEW REGULATIONS FOR THE USE OF PARKS, INCLUDING HOURS OF OPERATION, A FEE SCHEDULE AND THE ENFORCEMENT OF THE REGULATIONS; PROVIDING FOR THE AMENDMENT OF DIVISION 2, ENTITLED "PERMIT FOR GROUP ACTIVITIES" PERTAINING TO SPECIAL PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 18, Article III, Division 1 of the Town Code establishes general park regulations for conduct, fees, hours of operation, vehicle use restrictions, and enforcement procedures; and

**WHEREAS**, Chapter 18, Article III, Division 2 of the Town Code establishes a procedures to be followed for applications for permits for group activities; and

**WHEREAS**, the Community Development Department has prepared revisions to Chapter 18, Article III, Division 1 to create new definitions, general standards, fire prevention standards, enforcement procedures, vehicle use regulations and plant and animal controls.

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

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

**Section 2.** Chapter 18, Article III, Division 1, Sections 18-61, 18-62, 18-63, 18-64, 18-65, 18-66, and 18-67, and are hereby amended to read as follows:

**ARTICLE III. PARK AND PUBLIC FACILITY REGULATIONS**

**DIVISION 1. GENERALLY**

**Sec. 18-61. Definitions.**

Town Park means any Town-owned property which primarily serves as recreational outdoor open space.

Public Facility means any Town-owned properties, buildings or structures.

Special Event means an event reviewed and approved in accordance with the application procedures established by the Town Code by the Town's Special Events Department for which a special event permit is issued by the Town.

Law Enforcement means the Palm Beach County Sherriff's Office, the Town's contracted law enforcement provider.

**Sec. 18-612. Use of town parks and public facilities. ~~Domesticated animals prohibited in parks; permitted/domes.~~**

- (a) Unless reserved through the process established by the Town Code, a Town Park or Public Facility shall be available on a "first come, first served" basis. The reservation of a park or public facility shall supersede "first come, first served" users if conflicts arise.
- (b) No individual shall damage or deface any equipment, benches, tables, amenities, landscaping, facilities, or any part of a Town Park or Public Facility.
- (c) No individual shall utilize any equipment, benches, tables, amenities, landscaping, facilities, or any other part of a Town Park or Public Facility except in keeping with the intended use of those facilities.
- (d) No individual may sleep in a Town Park or Public Facility.
- ~~(a)~~(e) No individual may place any tent, shelter, or covered structure within a Town Park or Public Facility unless authorized by a Special Event permit or for a Town-sponsored event.
- (f) The sale, consumption and/or possession of alcohol as defined in F.S. 561.01 is prohibited within any Town Park or Public Facility, unless authorized by the approval of a Special Event permit.

- (g) No individual who is intoxicated and acting in an aggressive or belligerent manner, or who exhibits disruptive behavior shall be permitted to remain in a Town Park or Public Facility, and may be removed by Law Enforcement.
- (h) No individual may use or display explosive or incendiary devices, such as fireworks or sparklers, within a Town Park or Public Facility unless the same has been authorized by an approved Special Event Permit.
- ~~(b)~~(i) No individual shall loiter in or around a Town Park or Public Facility including within any, restroom, dressing room, picnic areas, wooded or natural areas.
- (j) No individual 18 years or older shall loiter in a designated children's play area, unless the individual is supervising and/or accompanying a child or children who are utilizing the children's play area.
- ~~(e)~~No individual shall be permitted to generate or create sound at volumes which exceed the regulations of the Town Code which would be considered disturbing or a nuisance to individuals of reasonable sensibilities.
- ~~(d)~~(k) No person, being the owner of any domesticated animal, shall permit the same to be in any public Town Park or Public Facility park, excluding the Town Marina, of the town. Within the Town Marina property, all animals shall be physically restrained on a leash at a distance of not greater than six (6) feet in length, and the owner shall exercise control over their animals at all times. No person shall introduce any exotic or nonnative plant or animal into a Town Park or Public Facility. No person shall remove plant material, in whole or in part, from a Town Park or Public Facility. No person shall harm, molest, or otherwise prevent the natural movements and habits of any wildlife in any Town Park or Public Facility. Removing fish from a designated fishing area or the removal of any nuisance plant or animal shall be exempt from the restrictions of this section.

(Code 1966, § 4-22; Code 1978, § 17-32)

#### **Sec. 18-6~~32~~. Fee schedule.**

- (a) *Criteria for establishing fees.* The following criteria shall be used when establishing fee schedules for use of Town Parks and Public recreational Facilities owned by the town:
- (1) Town hall (including ballroom and other suitable rooms for recreational purposes):
    - a. Resident groups;
    - b. Nonresident groups.
  - (2) Kelsey Park and Lake Shore Park all other Public Facilities:
    - a. Resident groups;
    - b. Nonresident groups.
  - (3) Clean-up fee if food and beverage are served.

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- (b) *Exceptions to application of fee.* Based on the criteria outlined in subsection (a) of this section, a fee schedule shall be established by resolution of the town commission, but shall not apply to groups or activities sponsored by the town Special Events recreation-Department nor to use by town advisory boards and committees.

(Ord. No. 30-1973, § I(30-31), 11-7-1973; Ord. No. 2-1984, § 1, 1-4-1984; Code 1978, § 17-33)

**Sec. 18-643. Hours of operation for town parks; penalties.**

- (a) *Generally.* All town parksTown Parks, excluding the marina, shall be open each day from 6:030 a.m.—10:009:00 p.m., every day of the year. The only exception are areas that have been granted a special event permit or facility rental agreement by the town. Law Enforcement personnel may enter Town Parks or Public Facilities to discharge of their duties.
- (b) *Closing hours.* The hours of town parksTown Parks shall be clearly posted at at all town Parks and Public Facilities for emergencies, repairs, or to preserve the public's health, safety, and welfare.
- (c) *[Penalties.]* Any person who violates the provisions of this section shall be punished by a fine not exceeding \$500.00 or by imprisonment for a term not exceeding 60 days, or by both, as enforced by law enforcement.

(Ord. No. 1-1998, § I, 1-7-1998; Code 1978, § 17-35; Ord. No. 06-2018, § 2, 7-18-2018; Ord. No. 15-2018, § 2, 12-19-2018)

**Sec. 18-654. ~~Control of park activities~~Fire Prevention.-**

No person shall start or otherwise create a fire within any Town Park except in a fireplace or grill. No person shall discard ignited cigarettes, cigars, matches, or other flammable materials within any Town Park.

~~The authority to control park activities, behavior and hours under this chapter shall be exercised by the county sheriff's office by the issuance of orders which shall specify the rules and regulations promulgated by the sheriff. Such orders shall become effective upon being filed with the town clerk, and upon erection of adequate signs or signals. Such orders shall not be effective after the expiration of 120 days from the date of filing, nor shall any such order be renewed or extended except upon its approval by the town commission.~~

(Ord. No. 16-1999, § 1, 10-6-1999; Code 1978, § 17-36)

**Sec. 18-665. Restricted vehicular traffic-use in town parks, ~~marina excluded.~~**

During-Between the hours of 940:00 p.m. and sunrise6:00 a.m., Lake Shore all Town P Parks shall be closed to all-vehicular traffic and/or vehicular parking. At no time shall golf carts, motorized vehicles, or self-propelled vehicles be permitted to traverse Town

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Parks outside of designated vehicular use areas unless authorized as part of a special event permit, except for Law Enforcement or Emergency Medical Services. Remote controlled airplanes, drones or aerial vehicles that are guided autonomously or by remote control shall be prohibited from taking off and landing in Town Parks unless exempted by applicable Federal Aviation Administration and Florida State Statutes and except for law enforcement or emergency medical services in life-safety situations. All applicable state and federal laws pertaining to the operation of motorized vehicles and aerial vehicles shall be enforced within Town Parks. At no time may an individual use a remote controlled aerial vehicle or drone to fly over or harm people or wildlife in any Town Park or Public Facility.

(Ord. No. 2-1985, § 1, 3-6-1985; Code 1978, § 29-9)

Cross reference(s)—Traffic and motor vehicles, ch. 30.

**Sec. 18-67. Enforcement and Penalties.**

The Town's law enforcement provider shall enforce all applicable local, state, and federal laws within Town Parks or Public Facilities. Any individual who violates the provisions of this Article may be subject to immediate removal by law enforcement. The Town's law enforcement provider may issue a trespass warning prohibiting an individual who is the recipient of the same from entering a Town Park or Public Facility.

**Secs. 18-~~6866~~—18-80. Reserved.**

**Section 3.** Chapter 18, Article III, Division 2 of the Town Code is hereby amended to read as follows:

*DIVISION 2. PERMIT FOR GROUP ACTIVITIES*

**Sec. 18-81. Required.**

If a meeting, gathering or other assemblage for a common purpose, cause, activity or reason, in any park or recreation area, will involve an attendance of over ten persons and is not a part of a scheduled program or activity either sponsored or officially recognized by the town, or participation or attendance in a sports event at an appropriately designated park area, the person responsible for or in charge of such meeting or gathering shall obtain a permit from the ~~recreation director~~ Special Events director of the town before participating or engaging in such activity in a park area.

(Ord. No. 9-1966, § III, 5-2-1966; Code 1978, § 17-41)

**Sec. 18-82. Application.**

The application form for a special event permit under this division shall be ~~in such form as may be~~ established by the ~~Special Events recreation~~ director. However, the application for such permit shall contain the following items:

- (1) The name and address of the applicant;
- (2) The name and address of the person, persons, corporation or association sponsoring the activity, if any;
- (3) The day and hours for which the permit is desired;
- (4) The park or portion thereof for which such permit is desired;
- (5) An estimate of the anticipated attendance;
- (6) Any other information which the ~~Special Events recreation~~ director shall find reasonably necessary to render a fair determination as to whether a permit should be issued hereunder.

(Ord. No. 9-1966, § III, 5-2-1966; Code 1978, § 17-42)

**Sec. 18-83. Standards for issuance.**

The ~~recreation~~ Special Events director ~~or the town manager~~ shall issue a permit under this division ~~when he finds~~ according to the following standards:



- (1) That the proposed activity or use of the park will not unreasonably interfere with or detract from the general public enjoyment of the park;
- (2) That the proposed activity or use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;
- (3) That the proposed activity or use is not reasonably anticipated to incite violence, crime or disorderly conduct;
- (4) That the proposed activity will not entail unusual, extraordinary or burdensome expense or police operation by the town;
- (5) That the facilities desired have not been reserved for other use at the day and hour required in the application.

(Ord. No. 9-1966, § III, 5-2-1966; Code 1978, § 17-43)

**Sec. 18-84. Appeal.**

Within ~~ten~~five days after receipt of an application under this division, the ~~recreation~~ Special Events director ~~or town manager~~ shall apprise an applicant in writing of the reasons for ~~refusing a the denial of any~~ permit, and ~~any aggrieved persons the person or organization denied~~ shall have the right to appeal in writing within ~~ten~~five days to the ~~T~~town ~~C~~ommission. ~~The Town Commission shall consider the appeal in accordance with which shall consider the application under~~ the standards set forth in section 18-83 and ~~may~~ sustain, ~~modify~~ or overrule the ~~decision of the the~~ Special Events ~~director~~recreation director's or town manager's decision within seven days. The decision of the ~~T~~town ~~C~~ommission shall be final.

(Ord. No. 9-1966, § III, 5-2-1966; Code 1978, § 17-44)

(...)

**Sec. 18-87. Enforcement and Revocation.**

The ~~Special Events recreation~~ director shall have the authority to revoke a permit issued under this division upon a finding of violation of any of the conditions established by the special event permit, or any violation of a provision of the Town Code, or any county, state or federal law, rule or ordinances, or upon good cause shown.

(Ord. No. 9-1966, § III, 5-2-1966; Code 1978, § 17-47)

**Secs. 18-88—18-119. Reserved.**

**Section 4. Severability.**

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If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 5. Codification.**

The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

**Section 6. Repeal of Laws in Conflict.**

All Ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 7. Effective Date.**

This Ordinance shall take effect immediately upon execution.

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[#5599891v1 26508-00002](#)

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### Town of Lake Park Town Commission

### Agenda Request Form

Meeting Date: July 17, 2024

Agenda Item No.

**Agenda Title:** A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE CONSTRUCTION OF THE ACCESS MANAGEMENT PLAN FROM SILVER BEACH ROAD TO PALMETTO ROAD AS SHOWN IN EXHIBIT A.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE
- NEW BUSINESS**
- OTHER

- CONSENT AGENDA
- OLD BUSINESS

## Bambi

Digitally signed by Bambi McKibbon-Turner  
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/ Human Resources Director,  
 email=bturner@lakeparkflorida.gov, c=US  
 Date: 2024.07.11 15:32:15 -04'00'

Approved by Town Manager ~~McKibbon-Turner~~  
 Nadia Di Tommaso / Community Development Director  
 Name/Title

|   |   |  |
|---|---|--|
| <p><b>Originating Department:</b></p> <p>Town Manager/Public Works/Community Development</p>                        | <p>Costs: <b>Not-to-exceed \$76,156</b></p> <p><i>(for the lighting and crosswalk components)</i></p> <p>Funding Source:<br/> <b>Discretionary Surtax</b></p> <p>Acct: # <b>301-63100</b></p> <p><input type="checkbox"/> Finance <u>Jeff DaSilva</u></p> | <p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>➔ Resolution and Exhibit A</li> <li>➔ FDOT Presentation</li> </ul> |
| <p><b>Advertised:</b></p> <p>Date:</p> <p>Paper:</p> <p><input checked="" type="checkbox"/> <b>Not Required</b></p> | <p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>   | <p>Yes I have notified everyone OR<br/>         Not applicable in this case <u> <b>ND</b> </u></p> <p><b>Please initial one.</b></p> |

### Summary Explanation/Background:

**In follow-up to the discussions at the June 12, 2024 Town Commission meeting,** when the FDOT agenda items were postponed to a future meeting, The Town Manager’s Office, Public Works Department and Community Development Department met with the FDOT team to discuss the US-1 project that was previously presented to the Town Commission. Follow-up discussions were also held with the car dealership (Earl Stewart Toyota). It has been confirmed that that the dealership can educate their carriers on utilizing a northbound route from Blue Heron so that they have access into their dealership without needing to utilize Lake Shore Drive. In addition, vehicular access to their service center by customers is made possible using three access points, E. Ilex, Palmetto, and opposite of E. Kalmia (on the

dealership side) with some additional directional signage that may be required. In light of these discussions, the FDOT proposed medians are being left as-is. The associated maintenance agreements and local funding agreement are also being revised to include concrete crosswalks per the Commission's request. These items are coming back to the Commission (individual meetings between the Commission and Staff were also coordinated to further explain the nature of the project and the need for the medians). Updates were also provided to the Town Commission through Town Manager comments at the July 3 meeting and there was agreement in that the Town should not settle for the elimination of medians between Park Avenue and Palmetto and that working with the dealership on their circulation options as detailed hereinabove, is preferred.

---

As the Town Commission may recall, streetscape plans for the US-1 corridor were adopted as part of the Land Development Regulations for the Federal Highway Mixed Use District Overlay (FHMUDO) back in 2017. In follow-up to that adoption, the Palm Beach County Transportation Planning Authority (TPA) and the Federal Department of Transportation (FDOT) were working on a Mobility Improvement Project named the "State Road (SR) 5/US-1 from 59<sup>th</sup> Street to State Road 850/Northlake Boulevard". This overall area includes the Town's portion of US-1 from Silver Beach Road to Palmetto Drive. Since this project's inception several years ago, the Town held a public workshop in August 2019 to initiate discussions with the Commission and the FHMUDO property owners (who were invited by direct mail) on the proposed roadway/median improvements. The Town Manager's Office, Community Development and Public Works, also held several follow-up discussions with FDOT geared towards making sure FDOT was aware of all our pending redevelopment plans for the corridor; was aware of the Town's desire to incorporate landscape medians along the corridor; and was aware of the need to maximize traffic circulation at the southern and northern areas of the corridor, particularly around Bayberry/Cypress and Ilex in order to accommodate the traffic movements in those areas. The Town also worked closely with the Earl Stewart Toyota dealership in order to ensure the final design would allow for adequate circulation and access within their site, rather than having to rely on Lake Shore Drive which is prohibited.

FDOT also held a public workshop last year at Town Hall, for which they notified everyone per their public outreach requirements for this type of mobility project. In follow-up to the Staff and Commission discussions and public input received, FDOT finalized their plans.

The scope of work and proposed Improvements, along with the project schedule and costs are included in FDOT's enclosed presentation. Since the scope of work includes lighting as well, a Lighting Maintenance Memorandum Agreement is required. Since landscaping and crosswalks are also included, a Landscape(Crosswalks) Maintenance Memorandum Agreement is also required. Both the decorative lighting (one pole) and the stamped crosswalk improvements come at an added cost for which the Town Manager has agreed to contribute in order to ensure these improvements are made. The total cost for these improvements is a not-to-exceed amount of \$76,156.00. A separate Local Funding Agreement is required by FDOT for this amount. In addition, the Town expressed an interest in incorporating additional plantings in the median other than just sod, and FDOT acknowledged that these will also be programmed separately.

In summary, given that the final design is ready pursuant to the prior discussions and input received, FDOT is ready to move forward with construction and requires the following Resolutions from the Town in order to remain on schedule:

→ **Resolution of Support for the Roadway Plans (THIS AGENDA ITEM)**

- Resolution approving the Maintenance Memorandum Agreement for the Lighting
- Resolution approving the Maintenance Memorandum Agreement for the Landscape (Crosswalks)
- Resolution approving the Local Funding Agreement for the not-to-exceed amount of \$76,156

All of the Resolutions and agreements have been reviewed and approved by town counsel.

***\*\*THERE ARE FOUR SEPARATE AGENDA ITEMS (i.e. Resolutions) associated with this same project for Commission consideration\*\****

**Recommended Motion: I move to APPROVE Resolution \_-06-24.**

**RESOLUTION NUMBER # 49-07-24**

**A RESOLUTION OF THE TOWN COMMISSION  
OF THE TOWN OF LAKE PARK, FLORIDA,  
AUTHORIZING THE CONSTRUCTION OF THE  
ACCESS MANAGEMENT PLAN FROM SILVER  
BEACH ROAD TO PALMETTO ROAD AS SHOWN  
IN EXHIBIT A.**

**WHEREAS**, the Florida Department of Transportation (FDOT) has identified the State Road (SR) 5 / US-1 Bike Lane project prioritized by the Palm Beach Transportation Planning Agency as Financial Management (FM) # 438386-2 in the FDOT Work Program; and,

**WHEREAS**, SR 5 project limits cover from 59<sup>th</sup> Street to SR-850 / Northlake Blvd and passes through the City of Riviera Beach, Town of Lake Park, and Village of North Palm Beach; and,

**WHEREAS**, SR 5 through the Town of Lake Park has 4 existing lanes undivided with a dual left turn 5<sup>th</sup> middle lane that differs from the Typical Sections present within the City of Riviera Beach and the Village of North Palm Beach that have 4 lanes divided roadway using medians; and,

**WHEREAS**, the safety and well-being of the residents and visitors of the Town of Lake Park are of paramount importance to the Town's leadership and citizens; and,

**WHEREAS**, SR 5 serves as a critical transportation artery within our community, connecting residents to key destinations and promoting economic vitality; and,

**WHEREAS**, this project, at the request of the Town of Lake Park, proposes medians through the limits of the Town of Lake Park that contributes to a safer condition of managing vehicle access by reducing vehicle conflict areas; and,

**WHEREAS**, the Town of Lake Park recognizes the potential benefits of the proposed median installation in terms of improved road safety, decreased accident rates, and a more efficient traffic pattern; and,

**WHEREAS**, the installation of medians has been shown to significantly reduce the occurrence of head-on collisions, prevent dangerous lane changes, and provide pedestrians with safer crossing opportunities; and,

**WHEREAS**, the median installation aligns with the Town's commitment to fostering a safe and secure environment for its residents, visitors, and businesses; and,

**WHEREAS**, the Town of Lake Park believes that collaborative efforts with state agencies such as the Florida Department of Transportation are essential in achieving the shared goal of enhancing transportation infrastructure; and,



**WHEREAS**, the Town of Lake Park participated in the development and the approval of the access management plan of the new medians; and,

**WHEREAS**, the Town of Lake Park hosted the location of the FDOT Public Meeting held on June 29, 2023 at the Town of Lake Park, Historic Town Hall, Mirror Ballroom, 535 Park Avenue, Lake Park, FL 33403 to inform the public of the project and the proposed medians from Silver Beach Road to Palmetto Road; and,

**NOW, THEREFORE, BE IT RESOLVED, THAT THE TOWN OF LAKE PARK HEREBY EXPRESSES ITS FULL SUPPORT FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION'S PROPOSAL TO INSTALL MEDIANS ALONG SR 5 BETWEEN SILVER BEACH ROAD AND PALMETTO ROAD.**

(intentionally left blank)

**CONTRACT PLANS COMPONENTS**

- ROADWAY
- SIGNING AND PAVEMENT MARKING
- SIGNALIZATION
- LIGHTING
- STRUCTURES

**INDEX OF ROADWAY PLANS**

| SHEET NO.    | SHEET DESCRIPTION              |
|--------------|--------------------------------|
| 1            | KEY SHEET                      |
| 2            | SIGNATURE SHEET                |
| 3 - 8        | TYPICAL SECTIONS               |
| 9 - 11       | PROJECT CONTROL                |
| 12 - 14      | GENERAL NOTES                  |
| 15 - 44      | ROADWAY PLAN                   |
| 45 - 47      | TRAFFIC MONITORING SITE        |
| 48           | SPECIAL DETAILS                |
| 49 - 56      | DRAINAGE STRUCTURES            |
| 57 - 64      | TEMPORARY TRAFFIC CONTROL PLAN |
| 65           | LANDSCAPE DETAILS              |
| 66 - 69      | TREE DISPOSITION CHART         |
| 70 - 97      | TREE DISPOSITION PLAN          |
| UTV-1*       | VERIFIED UTILITY LOCATE        |
| GR-1 - GR-9* | REPORT OF CORE BORINGS         |

\* These sheets are included in the index of Roadway Plans only to indicate that they are part of the Roadway Plans. These sheets are contained in a separate digitally signed and sealed documents.

*STATE OF FLORIDA*  
**DEPARTMENT OF TRANSPORTATION**

**ROADWAY PLANS**

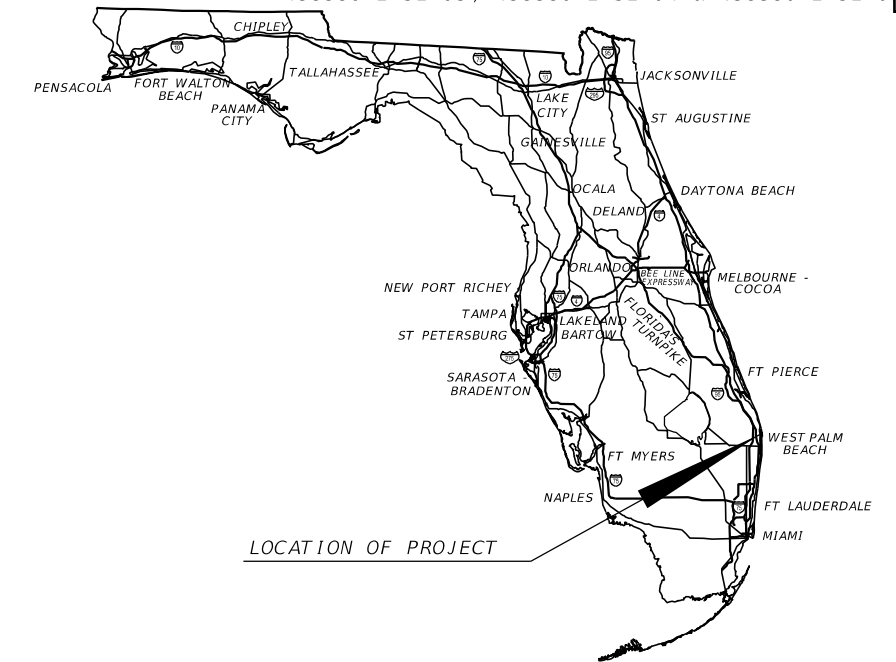
FINANCIAL PROJECT ID 438386-2-52-01

(FEDERAL FUNDS)

PALM BEACH COUNTY (93020500, 93020000, 93040000)

STATE ROAD NO. 5 (US-1)  
 ADD BIKE LANES AND RESURFACE  
 FROM 59TH STREET TO SR-850/NORTHLAKE BOULEVARD

|                       |  |
|-----------------------|--|
| PROJECT LOCATION URL: | <a href="https://tinyurl.com/bdeuudb2">https://tinyurl.com/bdeuudb2</a>  |
| PROJECT LIMITS:       | 93020500 BEGIN MP 0.001 - END MP 0.590<br>93020000 BEGIN MP 12.729 - END MP 14.558<br>93040000 BEGIN MP 0.000 - END MP 0.624 |
| EXCEPTIONS:           | NONE   |
| BRIDGE LIMITS:        | 93020500 BR# 930470 MP 0.143 - END MP 0.503  |
| RAILROAD CROSSING:    | 93020500 PORT OF PALM BEACH TRACKS MP 0.277  |



LOCATION OF PROJECT

**DEVELOPMENTAL STANDARD PLANS (DSPs):**

D528-001 DIRECTIONAL INDICATOR

**GOVERNING STANDARD PLANS:**

Florida Department of Transportation, FY2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

Standard Plans for Bridge Construction are included in the Structures Plans Component

**GOVERNING STANDARD SPECIFICATIONS:**

Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

**ROADWAY PLANS  
 ENGINEER OF RECORD:**

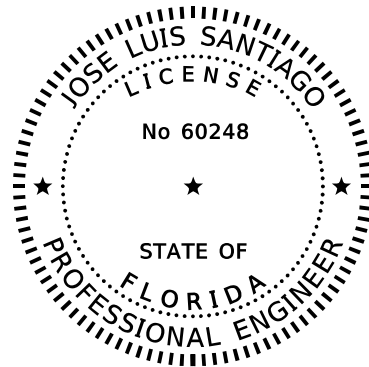
JOSE LUIS SANTIAGO, P.E.  
 P.E. LICENSE NUMBER 60248  
 EXP U.S. SERVICES INC.  
 201 ALHAMBRA CIRCLE SUITE 800  
 CORAL GABLES, FL 33134  
 (786) 801 6360  
 CONTRACT NO.: CA729  
 VENDOR NO.: F460523964-001

**FDOT PROJECT MANAGER:**

DAMARIS WILLIAMS, P.E.

| CONSTRUCTION CONTRACT NO. | FISCAL YEAR | SHEET NO. |
|---------------------------|-------------|-----------|
| T4697                     | 25          | 1         |

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



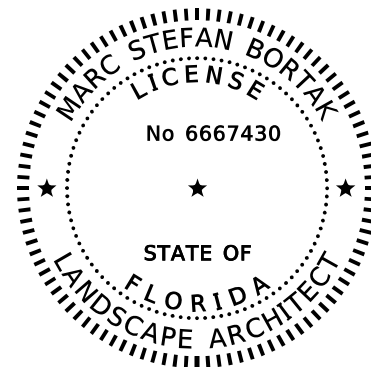
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED IN THE ELECTRONIC DOCUMENTS.

EXP U.S. SERVICES, INC.  
201 ALHAMBRA CIRCLE, SUITE 800  
CORAL GABLES, FLORIDA 33134  
JOSE L. SANTIAGO, P.E. NO. 60248

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

| SHEET NO. | SHEET DESCRIPTION              |
|-----------|--------------------------------|
| 1         | KEY SHEET                      |
| 2         | SIGNATURE SHEET                |
| 3 - 8     | TYPICAL SECTIONS               |
| 9 - 11    | PROJECT CONTROL                |
| 12 - 13   | GENERAL NOTES                  |
| 15 - 44   | ROADWAY PLANS                  |
| 48        | SPECIAL DETAILS                |
| 57 - 64   | TEMPORARY TRAFFIC CONTROL PLAN |



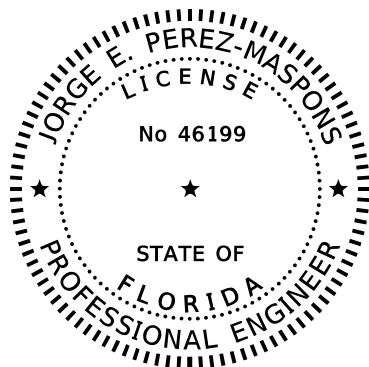
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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METRO CONSULTING GROUP, LLC  
341 N. MAITLAND AVENUE, SUITE 220  
MAITLAND, FL 32751  
MARC STEFAN BORTAK, RLA, CID NO. 6667430

THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

| SHEET NO. | SHEET DESCRIPTION      |
|-----------|------------------------|
| 2         | SIGNATURE SHEET        |
| 14        | GENERAL NOTES          |
| 65        | LANDSCAPE DETAILS      |
| 66 - 69   | TREE DISPOSITION CHART |
| 70 - 97   | TREE DISPOSITION PLAN  |



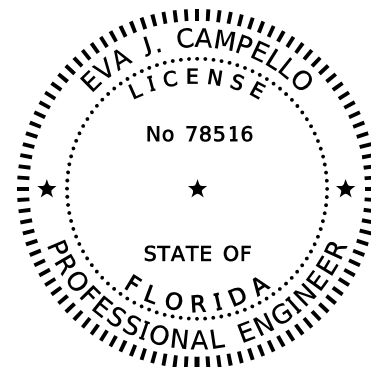
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED IN THE ELECTRONIC DOCUMENTS.

PE CONSULTING ENGINEERING, INC.  
14810 SW 97 AVE,  
MIAMI, FL 33176  
JORGE E. PEREZ-MASPONS, P.E. NO. 46199

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

| SHEET NO. | SHEET DESCRIPTION   |
|-----------|---------------------|
| 2         | SIGNATURE SHEET     |
| 49 - 56   | DRAINAGE STRUCTURES |



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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CTS ENGINEERING, LLC  
3230 W COMMERCIAL BLVD., SUITE 220  
FORT LAUDERDALE, FL 33309  
EVA J. CAMPELLO, P.E. NO. 78516

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

| SHEET NO. | SHEET DESCRIPTION       |
|-----------|-------------------------|
| 2         | SIGNATURE SHEET         |
| 45 - 47   | TRAFFIC MONITORING SITE |

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| REVISIONS |             |      |             | ENGINEER OF RECORD  |  | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION |            |                      | SHEET NO. |
|-----------|-------------|------|-------------|---|--|---|------------|----------------------|-----------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 |  | ROAD NO.                                      | COUNTY     | FINANCIAL PROJECT ID |           |
|           |             |      |             |   |  | SR 5  | PALM BEACH | 438386-2-52-01       |           |

**SIGNATURE SHEET**

GENERAL NOTES

Item 8.

1. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

MANUEL G. VERA, P.S.M.

P.S.M. NO: 5291

M.G. VERA & ASSOCIATES, INC.

13960 SW 47TH STREET

MIAMI, FL 33175-3616

CERTIFICATE OF AUTHORIZATION: LB2439

2. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

| 3. UTILITY/AGENCY OWNERS: | COMPANY                                  | CONTACT           | TELEPHONE NUMBERS  |
|---------------------------|--|-------------------|--------------------|
|                           | AT&T DISTRUBUTION                        | RAMNON GARCIA     | 561-236-6730       |
|                           | AVIATION COORDINATOR                     | LAURIE MCSERMOTT  | 954-777-4497       |
|                           | BREEZELINE                               | DANIEL ORTIZ      | 786-720-9869       |
|                           | CITY OF RIVIERA BEACH                    | JOHN ARMSTRONG    | 561-845-3457       |
|                           | CITY OF WEST PALM BEACH                  | LAURA LE          | 561-289-8414       |
|                           | CITY OF WEST PALM BEACH PUBLIC UTILITIES | LAURA LE          | 561-289-8414       |
|                           | COMCAST- PBG                             | STEVEN ROSA       | 561-436-9034       |
|                           | CROWN CASTLE NG                          | DANNY HASKETT     | 786-246-7827       |
|                           | FLORIDA PUBLIC UTILITES                  | IVAN GIBBS        | 561-723-3459       |
|                           | FPL- PALM BEACH                          | RONA SOLOMON      | 561-541-5376       |
|                           | FPL- MARTIN FUEL SUPPLY PIPELINES        | RYAN BALRAM       | 561-400-1329       |
|                           | FPL- EAST FIBER                          | DANIEL PEREZ      | 305-302-9748       |
|                           | FPL- TRANSMISSION                        | MARTIN MIKHAIL    | 561-993-6825       |
|                           | FREIGHT COORDINATION                     | AUTUMN YOUNG      | 954-777-4279       |
|                           | HOTWIRE COMMUNICATIONS                   | WALTER DAVILA     | 954-248-7396       |
|                           | LUMEN                                    | NETWORK RELATIONS | 877-366-8344 X3    |
|                           | MCI- VERIZON                             | DONOVAN CARR      | 954-213-1959       |
|                           | PALM BEACH COUNTY                        | MELLISA ACKERT    | 561-684-4101       |
|                           | PALM BEACH INFORMATION SYSTEM SERVICES   | FEDERICO DUBOIS   | 561-701-7056       |
|                           | PALM BEACH COUNTY SCHOOLS                | MICHAEL OWENS     | 561-882-1938       |
|                           | PALM BEACH COUNTY TRAFFIC OPERATIONS     | DANIEL RODRIGUEZ  | 561-681-4365       |
|                           | PALM BEACH TPA                           | VALERIE NEILSON   | 561-684-4170       |
|                           | PALM TRAN BUS SERVICE                    | ERIN GALLOWAY     | 561-841-4270       |
|                           | RAILROAD COORDINATOR                     | MAURICE BORROWS   | 954-777-4379       |
|                           | RAILROAD COORDINATOR                     | ALEXANDER BARR    | 954-777-4284       |
|                           | SEACOAST UTILITY AUTHORITY               | SCOTT SERRA       | 561-627-2900 X1398 |
|                           | TMR-30 PL (FLORIDA)                      | RYAN BALRAM       | 561-400-1329       |
|                           | TOWN OF LAKE PARK                        | JAIME MORALES     | 561-881-3345 X648  |
|                           | WINDSTREAM COMMUNICATION                 | BILLY MCCAY       | 404-985-7121       |

4. THIS PROJECT IS LOCATED WITHIN 10 NAUTICAL MILES FROM THE AIRPORT.

5. THERE IS A POTENTIAL GROUNDWATER CONTAMINATION ADJACENT TO THE PROJECT CORRIDOR. POTENTIALLY CONTAMINATED AREAS MUST BE TREATED AS IDENTIFIED AREAS OF CONTAMINATION. IF DEWATERING METHODS ARE EMPLOYED, CONTAMINATION IMPACTS MAY OCCUR AT APPROXIMATELY STA 131+00 TO 132+00.

6. ALL STATIONS ARE BASED ON THE CL UNLESS OTHERWISE STATED.

7. APPLY APPROVED PRODUCTS LIST (APL) MATERIAL (PREDOMINANTLY HORIZONTAL SURFACE) FOR CONCRETE REPAIR SHOWN ON PLAN TO CORRECT ANY SLOPE BREAKS AT CONNECTION OF THE PROPOSED AND EXISTING SIDEWALK. RESULTANT SLOPES NOT TO EXCEED 2%. DO NOT REMOVE MORE THAN 1" OF EXISTING CONCRETE SIDEWALK.

8. INLET PROTECTION SYSTEM MUST BE PROVIDED AT ALL CURB INLETS.

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

| REVISIONS |             |      |             | ENGINEER OF RECORD  | STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |            |                      | GENERAL NOTES | SHEET NO. |
|-----------|-------------|------|-------------|---|--|------------|----------------------|---------------|-----------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION |   | ROAD NO.   | COUNTY     | FINANCIAL PROJECT ID |               |           |
|           |             |      |             | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 | SR 5   | PALM BEACH | 438386-2-52-01       | 12            |           |

9. CONTRACTOR TO COORDINATE WITH CITY OF RIVIERA BEACH FOR BENCHES AT 166+25 RT AND 167+40 RT FOR REMOVAL AND REPLACEMENT IN KIND AFTER CONSTRUCTION IS COMPLETED.  
 CITY ENGINEER: TERRENCE BAILEY CONTACT: 561-845-4080

UTILITY LEGEND

- |   |  |
|---|--|
| <p>A STORM SEWER MH TO BE ADJUSTED BY FDOT<br/>                 B CITY OF RIVIERA BEACH WATER VALVE TO BE ADJUSTED BY FDOT<br/>                 C CITY OF RIVIERA BEACH WATER MANHOLE TO BE ADJUSTED BY FDOT<br/>                 D CITY OF RIVIERA BEACH SANITARY SEWER MH TO BE ADJUSTED BY FDOT<br/>                 E CITY OF RIVIERA BEACH WATER METER TO BE ADJUSTED BY FDOT<br/>                 F CITY OF WEST PALM BEACH WATER VALVE TO BE ADJUSTED BY FDOT<br/>                 G FPL MH TO BE ADJUSTED BY FPL<br/>                 H AT&amp;T MH TO BE ADJUSTED BY AT&amp;T<br/>                 I CITY OF RIVIERA BEACH WATER METER TO BE RELOCATED BY FDOT<br/>                 J CITY OF RIVIERA BEACH WATER VALVE TO BE RELOCATED BY FDOT<br/>                 K STORM SEWER MH TO BE RELOCATED BY FDOT<br/>                 L TRAFFIC SIGNAL PULLBOX TO BE ADJUSTED BY FDOT</p> | <p>M STREET LIGHTING PULLBOX TO BE ADJUSTED BY FDOT<br/>                 N CROWN CASTLE PULLBOX TO BE REMOVED BY CROWN CASTLE<br/>                 O CROWN CASTLE PULLBOX TO BE ADJUSTED BY CROWN CASTLE<br/>                 P ELECTRICAL PULLBOX TO BE ADJUSTED BY FDOT<br/>                 Q CITY OF WEST PALM BEACH FIRE HYDRANT TO BE RELOCATED BY FDOT<br/>                 R CITY OF WEST PALM BEACH WATER MH TO BE ADJUSTED BY FDOT<br/>                 T CITY OF WEST PALM BEACH SANITARY MH TO BE ADJUSTED BY FDOT<br/>                 U WATER VALVE TO BE ADJUSTED BY SEACOAST UTILITY AUTHORITY<br/>                 V WATER METER TO BE ADJUSTED BY SEACOAST UTILITY AUTHORITY<br/>                 Y CITY OF RIVIERA BEACH IRRIGATION LINE TO BE CAPPED BY FDOT<br/>                 Z CITY OF RIVIERA BEACH DIP TO BE RELOCATED BY FDOT<br/>                 AA IRRIGATION CONTROL VALVE TO BE RELOCATED BY FDOT</p> |
|---|--|

FPL TRANSMISSION NOTES:

1. MAINTAIN CLEARANCES AS REQUIRED BY OSHA, WHEN WORKING IN THE PROXIMITY OF FPL'S HIGH VOLTAGE TRANSMISSION CONDUCTORS & OWNER VOLTAGE DISTRIBUTION CONDUCTIONS.
2. MAINTAIN ACCESS TO ALL FPL FACILITIES AT ALL TIMES DURING CONSTRUCTION.
3. ALL EXISTING FACILITIES MUST REMAIN ENERGIZED DURING ROAD CONSTRUCTION.

RAILROAD NOTES:

1. PORT OF PALM BEACH- MAIN POINTS OF CONTACT

PORT RAIL PHONE (DISPATCH)- ON DUTY ENGINEER- 561-308-9525  
 ALAN FAWCETT- TRAIN MASTER- 561-346-9119  
 KEITH LEGGETT- ASSISTANT DIRECTOR OF OPERATIONS- 561-383-4190

2. CONTRACTOR MUST STOP WORK UNDERNEATH THE BRIDGE DURING ANY TRAIN MOVEMENTS WITHIN THE PORT OF PALM BEACH PROPERTY.
3. CONTRACTOR TO EXERCISE CAUTION AROUND EXISTING LIGHTS, CAMERAS AND CONDUITS OWNED BY THE PORT OF PALM BEACH.
4. CONTRACTOR MUST HAVE TWIC IDENTIFICATION TO BE PROVIDED BY THE DEPARTMENT OF HOMELAND SECURITY. IF THE TWIC IDENTIFICATION IS NOT OBTAINED, AN ESCORT WILL BE REQUIRED WITH A REQUIRED TARIFF.
5. CONTRACTOR IS LIMITED TO NIGHT WORK ONLY FROM 7:00 PM TO 5:00 AM, MONDAY THRU SUNDAY WITHIN THE PORT OF PALM BEACH PROPERTY.
6. CONTRACTOR IS DIRECTED TO COORDINATE DIRECTLY WITH TROPICAL SHIPPING FOR THE REMOVAL OF THEIR EQUIPMENT STORED UNDER THE BRIDGE IN CONFLICT WITH THE PROPOSED WORK PRIOR TO CONSTRUCTION.  
 TROPICAL SHIPPING- CLAUDE CLEVINGER- 561-215-9122 (EMAIL ADDRESS: CCLEVINGER@TROPICAL.COM)
7. THE PORT OF PALM BEACH MUST PROVIDE FLAGS AND SIGNAGE DURING CONSTRUCTION AND CONTROL ALL TRAIN MOVEMENTS WITHIN THE PORT OF PALM BEACH PROPERTY.

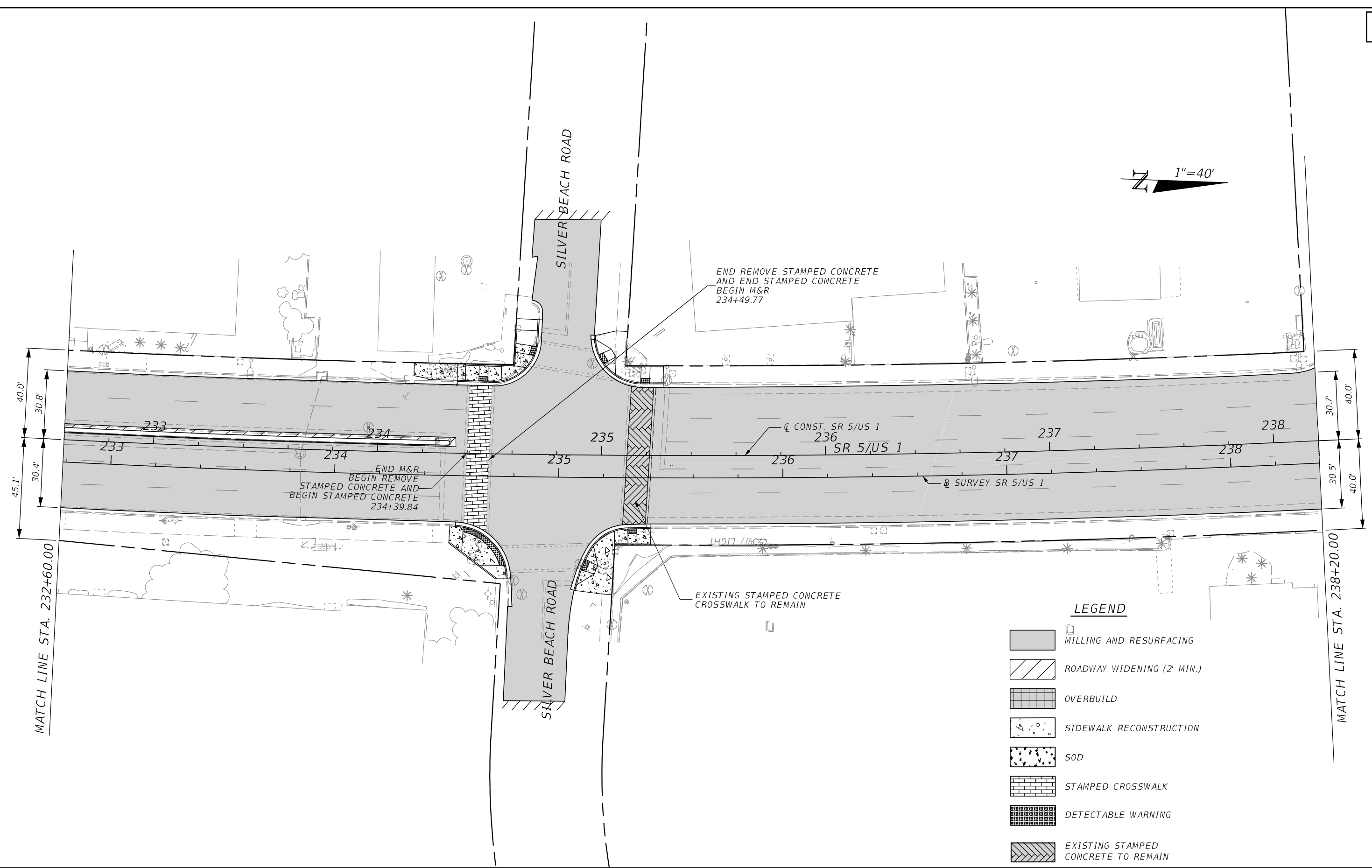
PAY ITEM NOTES:

PAY ITEM 0431-1530 PIPE LINER SLIPLINING 30 INCHES:  
 INCLUDES ANY FLOWABLE FILL AND PIPE CLEANING NEEDED AS INCIDENTAL TO THE WORK.









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| REVISIONS |             |      |             | ENGINEER OF RECORD  | STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |        |                      | GENERAL NOTES | SHEET NO. |
|-----------|-------------|------|-------------|---|--|--------|----------------------|---------------|-----------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 | ROAD NO.   | COUNTY | FINANCIAL PROJECT ID |               | 13        |
|           |             |      |             |   |  | SR 5   | PALM BEACH           |               |           |



**LEGEND**

-  MILLING AND RESURFACING
-  ROADWAY WIDENING (2' MIN.)
-  OVERBUILD
-  SIDEWALK RECONSTRUCTION
-  SOD
-  STAMPED CROSSWALK
-  DETECTABLE WARNING
-  EXISTING STAMPED CONCRETE TO REMAIN

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| REVISIONS |             |      |             |
|-----------|-------------|------|-------------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION |
|           |             |      |             |

**ENGINEER OF RECORD**  
 JOSE LUIS SANTIAGO, P.E.  
 LICENSE NUMBER 60248  
 EXP U.S. SERVICE INC.  
 201 ALHAMBRA CIR. - SUITE 800  
 CORAL GABLES, FLORIDA - 33134

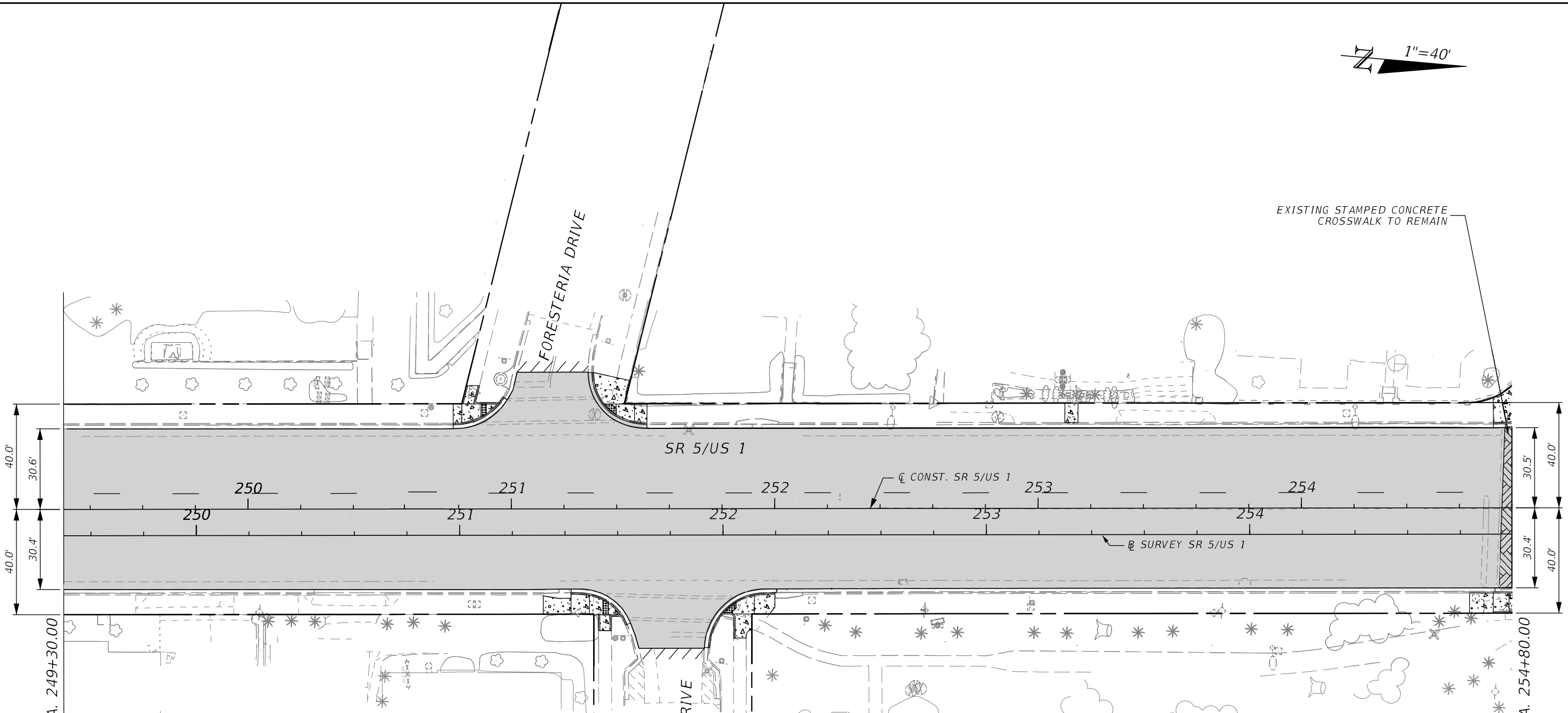
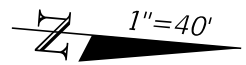
| STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |            |                      |
|--|------------|----------------------|
| ROAD NO.   | COUNTY     | FINANCIAL PROJECT ID |
| SR 5   | PALM BEACH | 438386-2-52-01       |

**ROADWAY PLAN**

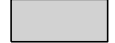

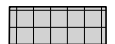

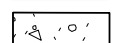


**SHEET NO.**  
34

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**LEGEND**

-  MILLING AND RESURFACING
-  ROADWAY RECONSTRUCTION
-  OVERBUILD
-  SOD
-  SIDEWALK RECONSTRUCTION
-  DETECTABLE WARNING
-  EXISTING STAMPED CONCRETE TO REMAIN

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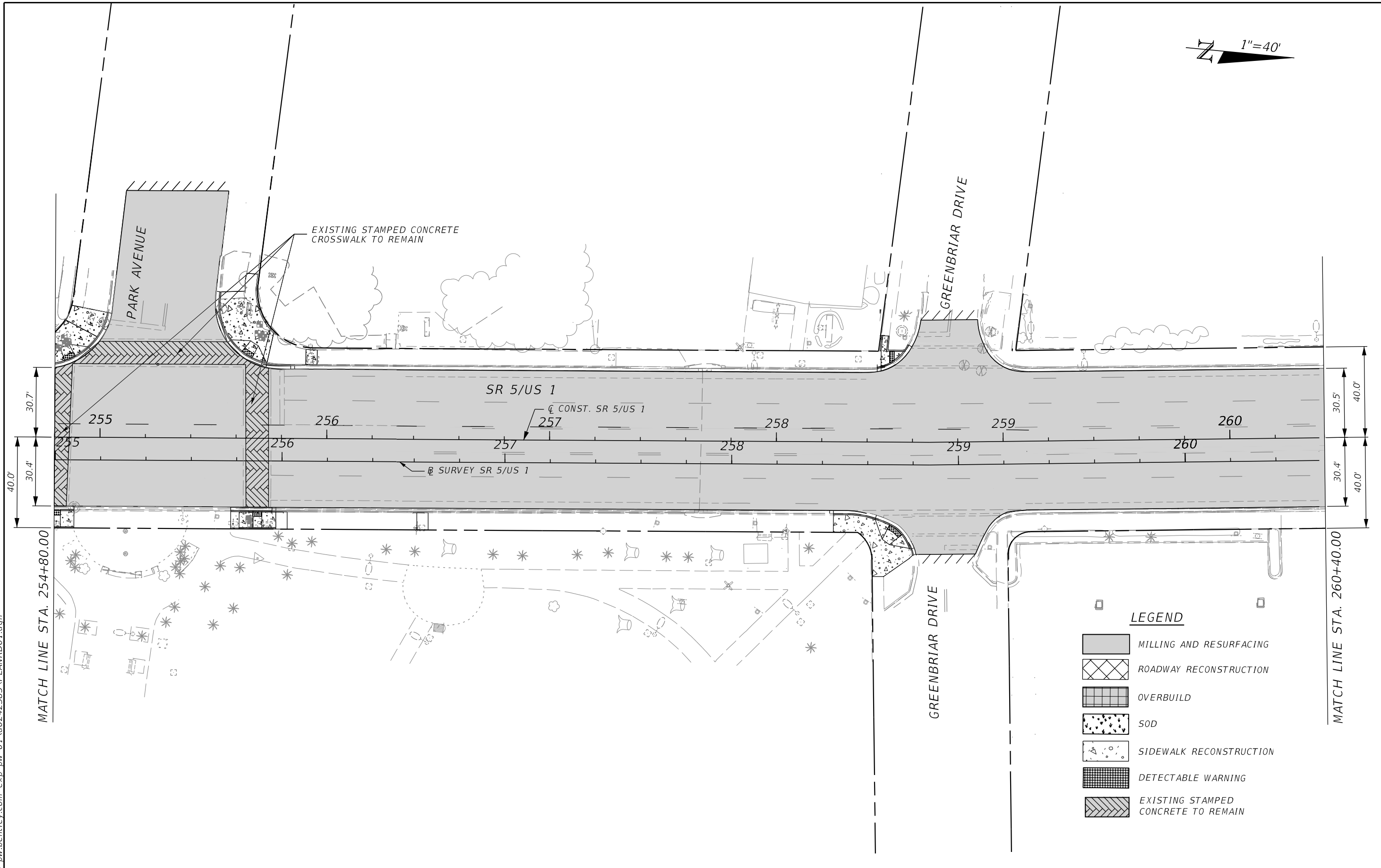
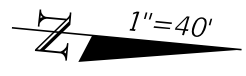
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| DATE      | DESCRIPTION | DATE | DESCRIPTION |
|           |             |      |             |

ENGINEER OF RECORD  
 JOSE LUIS SANTIAGO, P.E.  
 LICENSE NUMBER 60248  
 EXP U.S. SERVICE INC.  
 201 ALHAMBRA CIR. - SUITE 800  
 CORAL GABLES, FLORIDA - 33134

|  |            |                      |
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| STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |            |                      |
| ROAD NO.   | COUNTY     | FINANCIAL PROJECT ID |
| SR 5   | PALM BEACH | 438386-2-52-01       |

**ROADWAY PLAN**

SHEET NO.  
37



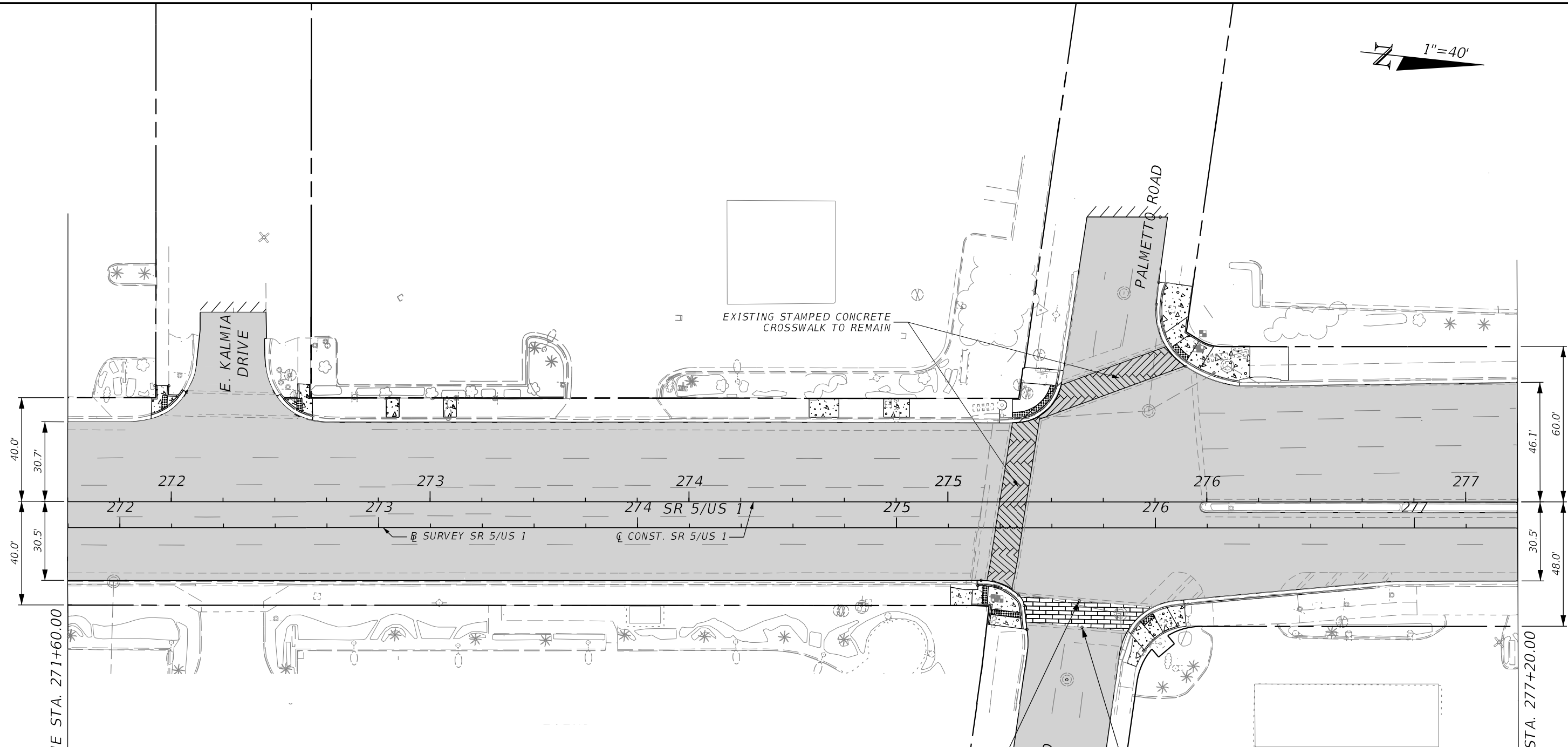
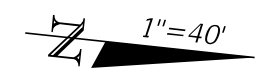
**LEGEND**

- MILLING AND RESURFACING
- ROADWAY RECONSTRUCTION
- OVERBUILD
- SOD
- SIDEWALK RECONSTRUCTION
- DETECTABLE WARNING
- EXISTING STAMPED CONCRETE TO REMAIN


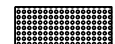
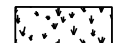
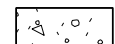
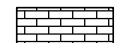

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| REVISIONS |             |      |             | ENGINEER OF RECORD  |  | STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |        |                      | <b>ROADWAY PLAN</b> | SHEET NO.  |
|-----------|-------------|------|-------------|---|--|--|--------|----------------------|---------------------|------------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 |  | ROAD NO.   | COUNTY | FINANCIAL PROJECT ID |                     | 38         |
|           |             |      |             |   |  |  |        | SR 5                 |                     | PALM BEACH |



**LEGEND**

-  MILLING AND RESURFACING
-  DETECTABLE WARNING
-  SOD
-  SIDEWALK RECONSTRUCTION
-  STAMPED CROSSWALK
-  EXISTING STAMPED CONCRETE TO REMAIN

END M&R  
BEGIN STAMPED CONCRETE  
275+50.75, 38.11' RT.

BEGIN M&R  
END STAMPED CONCRETE  
275+51.83 48.37' RT.

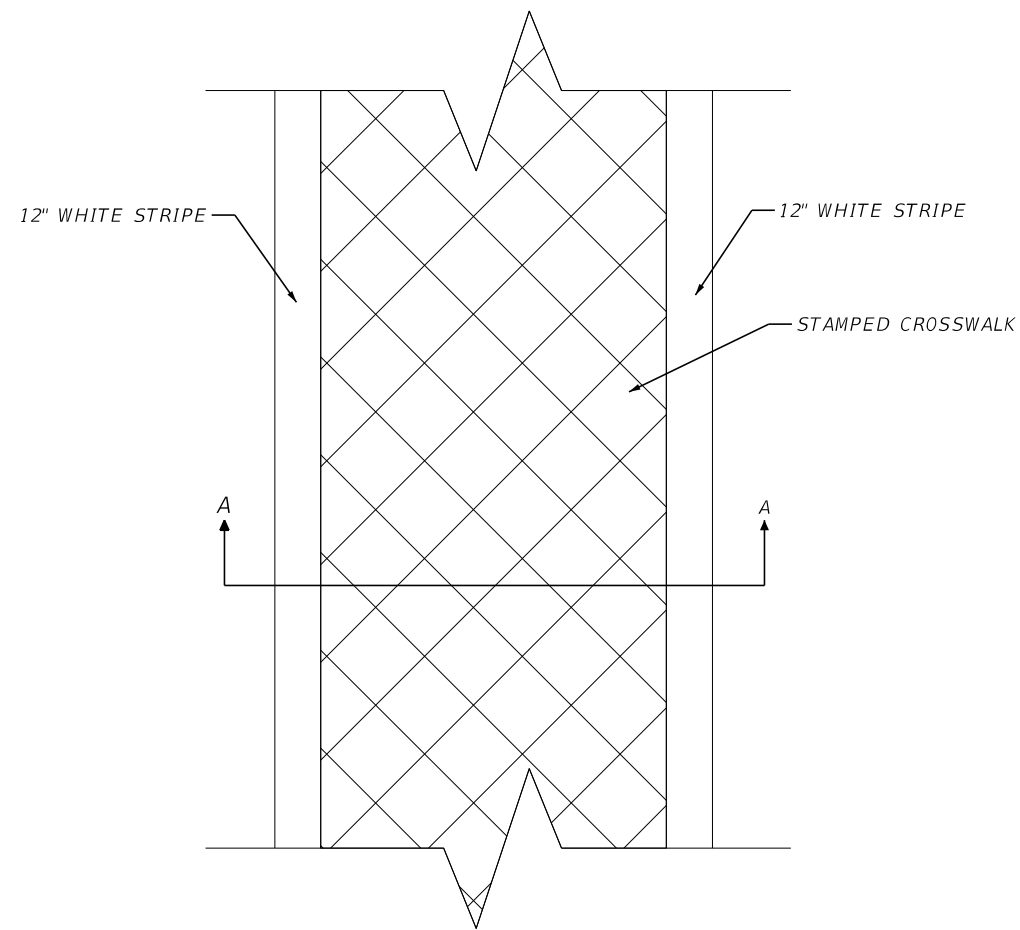
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|           |             |      |             | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 |  | SR 5   | PALM BEACH | 438386-2-52-01       | 41           |

**ROADWAY PLAN**

# STAMPED CROSSWALKS DETAIL



**NOTES:**

REFER TO ROADWAY AND SIGNING & MARKING PLANS FOR CROSSWALK LOCATIONS AND LAYOUT.

PATTERN TOOL MUST BE CLOSED TOP TO IMPRINT SURFACE TEXTURE AND TO CONTROL JOINT DEPTH. JOINT DEPTH NOT TO EXCEED 1/2".

XYLENE BASED, ACRYLIC COPOLYMER SEALER WITH 20% SOLIDS TO BE USED AS FINAL TREATMENT. PATTERNED CONCRETE MUST BE SEALED WITH ONE COAT OF PATTERNED CONCRETE SEAL. PRODUCT MUST BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

PRIOR TO INSTALLATION OF THE PATTERNED ASPHALT THE CONTRACTOR MUST PROVIDE A 8' x 8' MOCK UP AT THE JOBSITE FOR EACH PATTERN TO BE USED. ENGINEER MUST APPROVE COLOR, TEXTURE, AND WORKMANSHIP OF THE MOCK-UP THEN RETAIN AS A STANDARD FOR JUDGING COMPLETED WORK.

THE COLORING MUST BE CONSISTENT THROUGHOUT.

THE SURFACE VARIATIONS MUST NOT BE MORE THAN 1/4" UNDER A 10 FOOT STRAIGHT EDGE, NOR MORE THAN 1/8th INCH ON A 5 FOOT TRANSVERSE SECTION. THE EDGE OF THE CONCRETE MUST BE CAREFULLY FINISHED WITH AN EDGING TOOL HAVING A RADIUS OF 5/8INCH.

COLOR AND PATTERN ARE REPRESENTATIVE OF THE CHOSEN ALTERNATIVE APPROVED BY THE TOWN OR CITY. SIMILAR PATTERNS AND COLORS MAY BE CHOSEN PENDING FINAL APPROVAL BY THE TOWN OR THE CITY PRIOR TO CONSTRUCTION OF MOCK-UP. APPLY AN EVEN APPLICATION OF COLOR HARDENER TO THE CONCRETE SURFACE ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS. A MINIMUM OF TWO APPLICATIONS MUST BE REQUIRED. FLOAT AFTER EACH APPLICATION.

BEFORE PATTERN CONCRETE TOOLS ARE APPLIED TO THE CONCRETE SURFACE APPLY PATTERNED CONCRETE RELEASE AGENT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. WHILE CONCRETE IS STILL IN ITS PLASTIC STATE, APPLY THE DESIRED PATTERNED CONCRETE TOOL PATTERN TO THE SURFACE OF THE CONCRETE.

TOOLS MUST BE PROMPTLY TAMPED INTO THE SURFACE TO ACHIEVE THE DESIRED TEXTURE.

TRANSVERSE JOINTS MUST BE CUT AT ALL EDGE AND LANE LINES EXCEPT WHEN SUCH A JOINT WILL CREATE A SLAB SECTION LESS THEN 10'. THE JOINTS MUST BE 1/4 THE DEPTH OF THE SLAB AND SEALED.

TOWN OF LAKE PARK  
CONCRETE CROSSWALKS

CITY OF RIVIERA BEACH  
ASPHALT CROSSWALKS

INTERSECTIONS:

SILVER BEACH RD  
PALMETTO RD

INTERSECTIONS:

W 13TH ST  
W 22ND ST  
BLUE HERON BLVD

PATTERN:

LIMESTONE TEXTURED  
RUNNING BOND

PATTERN:

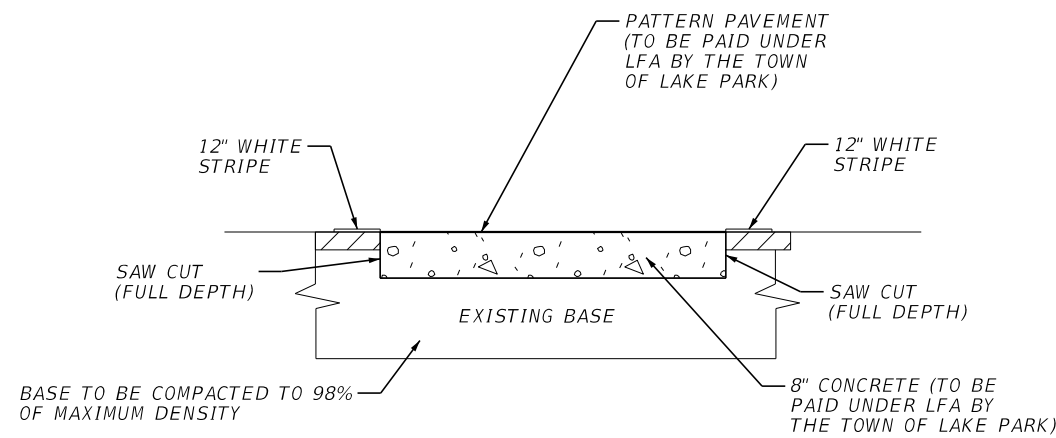
DIAGONAL HERRINGBONE

COLOR:

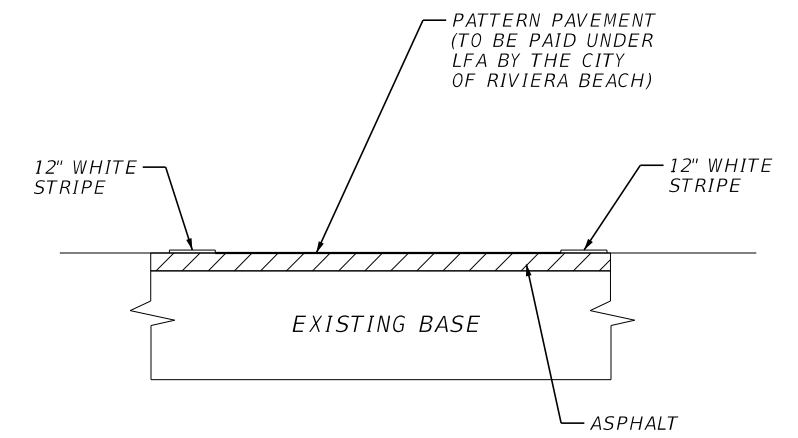
TOFFEE

COLOR:

RUBY RED



**SECTION A - A  
CONCRETE**



**SECTION A - A  
ASPHALT**

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| REVISIONS              |             |      |             | ENGINEER OF RECORD  | STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |            |                      | SHEET NO. |
|------------------------|-------------|------|-------------|---|--|------------|----------------------|-----------|
| DATE                   | DESCRIPTION | DATE | DESCRIPTION |   | ROAD NO.   | COUNTY     | FINANCIAL PROJECT ID |           |
|                        |             |      |             | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 | SR 5   | PALM BEACH | 438386-2-52-01       | 48        |
| <b>SPECIAL DETAILS</b> |             |      |             |   |  |            |                      |           |



# **Project Outstanding Needs within the Town of Lake Park**

**From Silver Beach Road to Palmetto Drive  
for**

**Mobility Improvements Project FM 438386-2**

**State Road (SR) 5/US-1 from 59 Street to State Road  
850/Northlake Boulevard**

# Agenda

- 1. Locally Funded Agreement (LFA) and corresponding Maintenance Agreements (MMOA)**
- 2. Resolution of Support for Access Management Plan**
- 3. Deadline**
- 4. Questions and Answers**



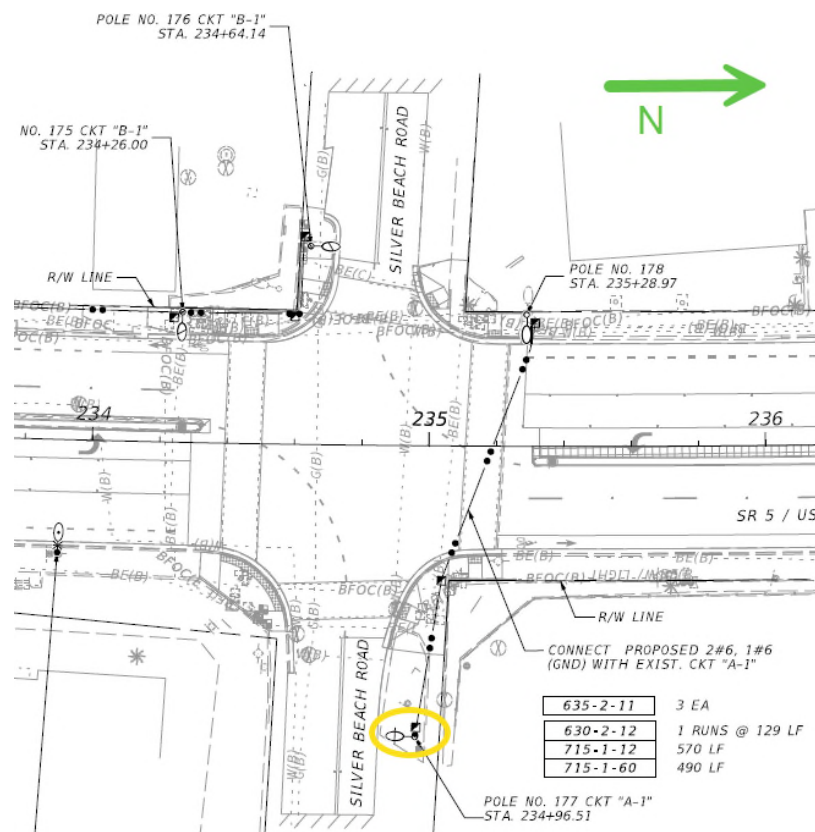
# **1. Locally Funded Agreement (LFA) and corresponding Maintenance Agreements (MMOA)**

# Decorative Light Pole

## LFA covers One New Decorative Light Pole

At NE Corner of Silver Beach Road and US-1

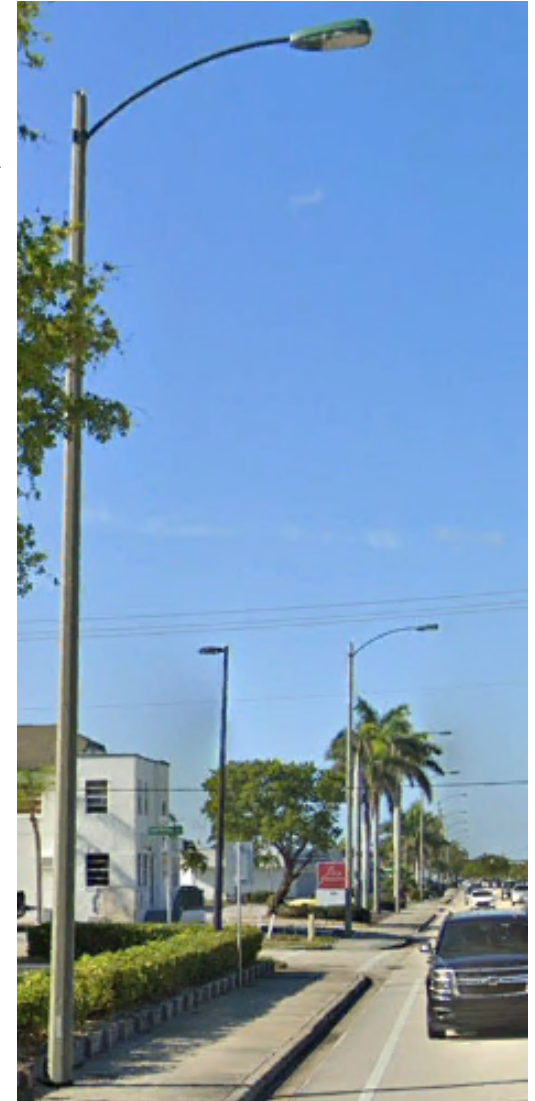
Light pole supplements intersection lighting for pedestrian crossing on east leg



# Decorative Light Pole Maintenance

**Lighting MMOA covers all existing and proposed decorative light poles within the Town of Lake Park**

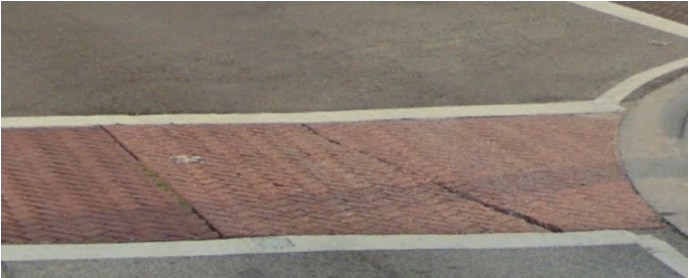
From Silver Beach Road to Palmetto Drive



# Decorative Crosswalk Restoration and Maintenance

## LFA covers Two Crossing Restorations

- At South Leg of Silver Beach Road
- At East Leg of Palmetto Drive



## Hardscape MMOA covers 3 signalized intersections



- Silver Beach Road and US-1
- Park Ave and US-1
- Palmetto Drive and US-1



## **2. Resolution of Support for Access Management Plan**

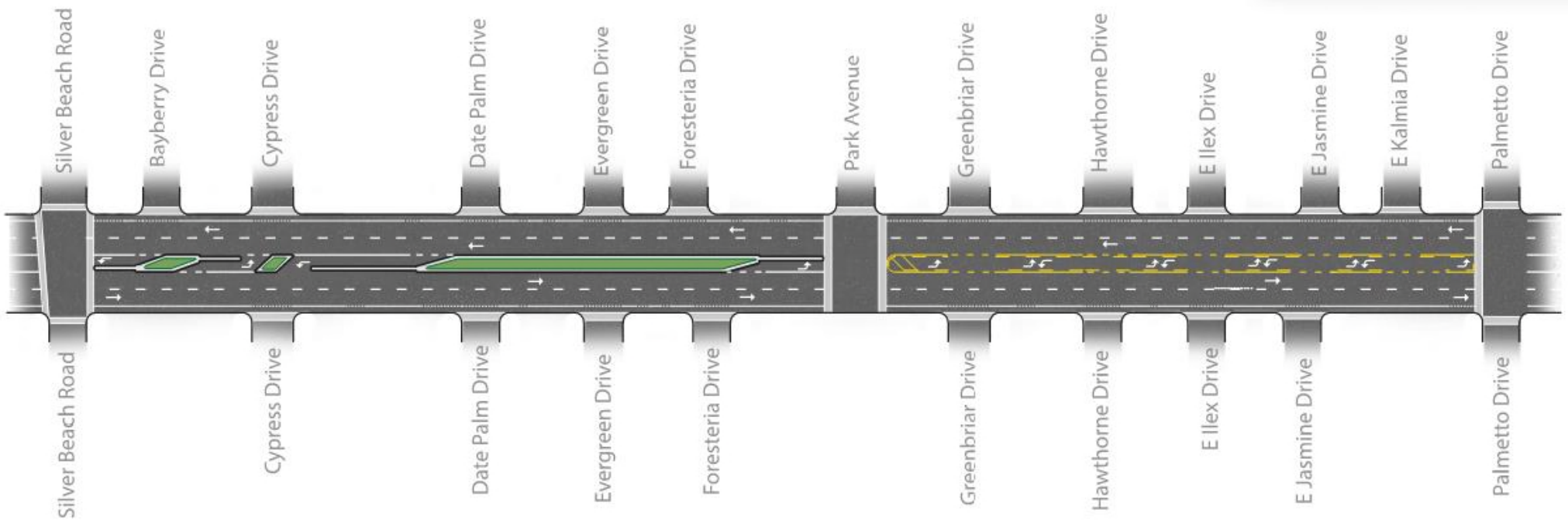


# Access Management Plan Option 1

Item 8.

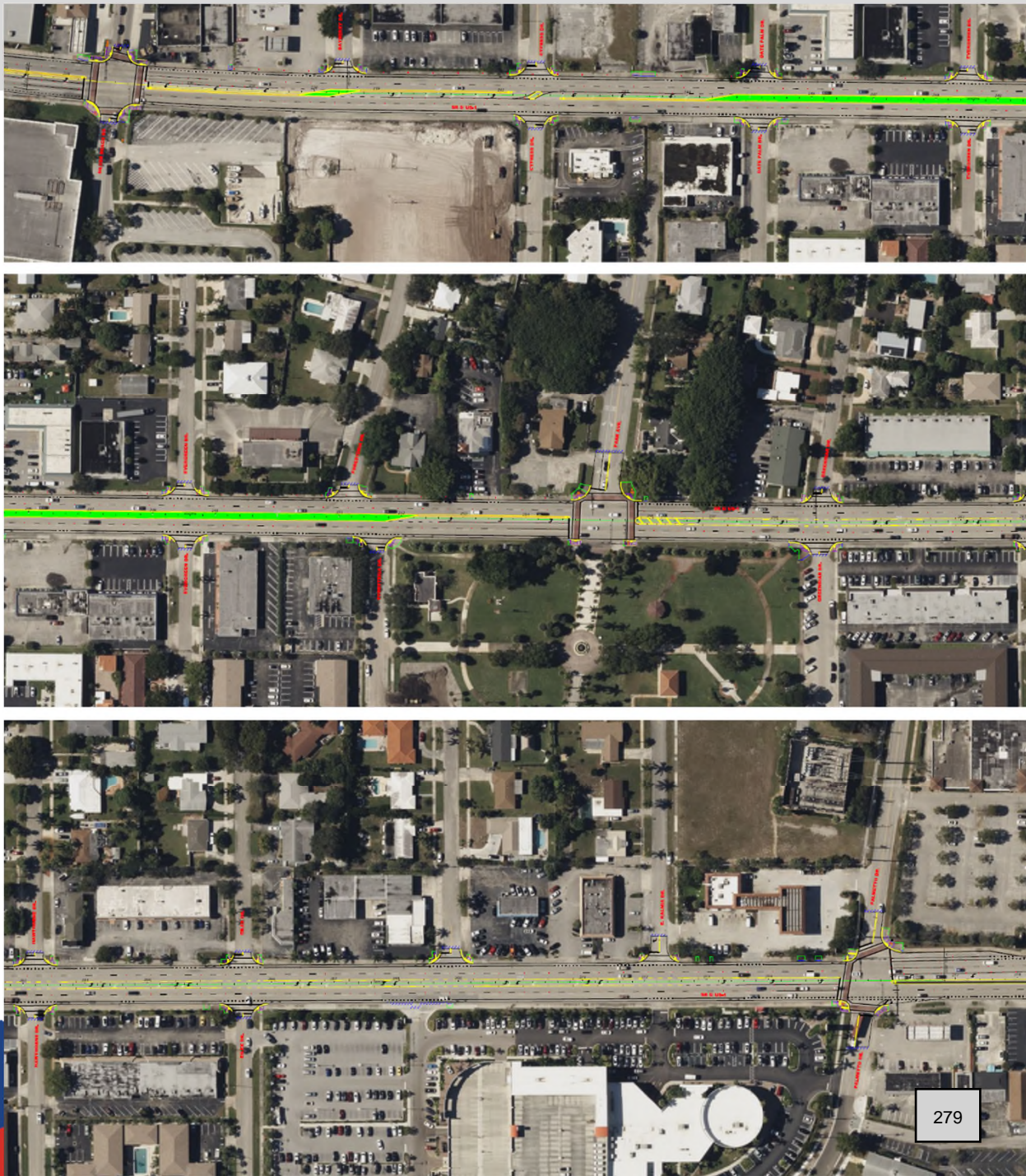


Proposed Medians





# Access Management Plan Option 1



AMP 1 not reflected in  
Resolution of Support  
language  
Nor in current plans

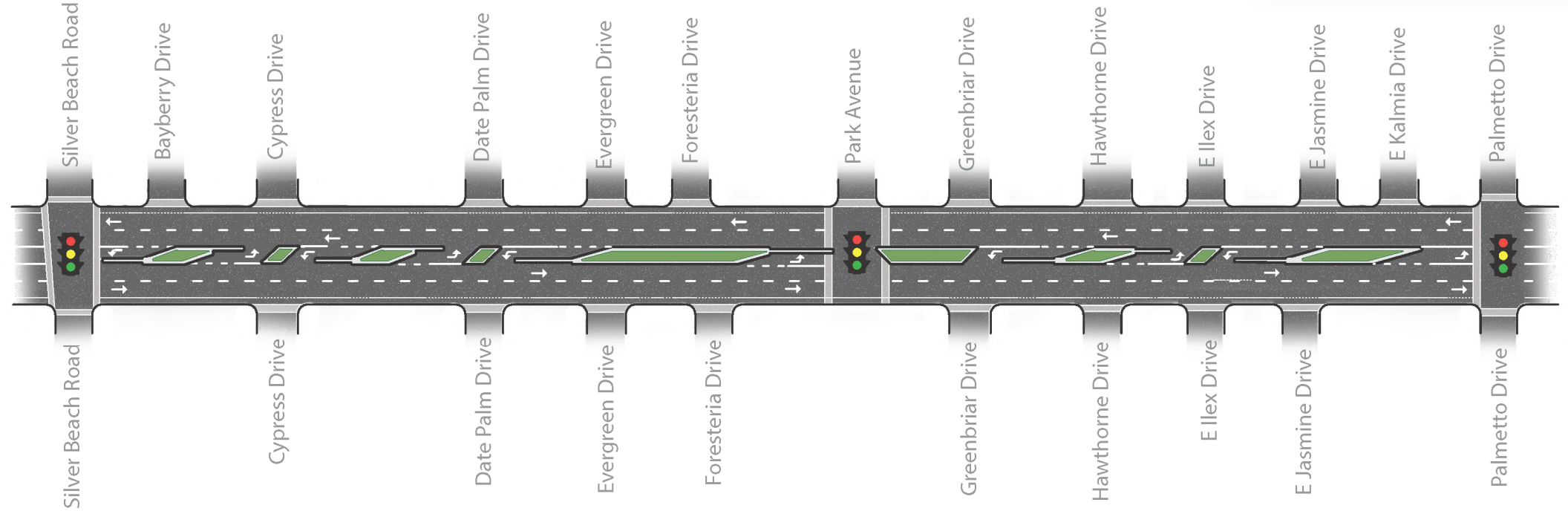


# Access Management Plan Option 2

Item 8.



## Proposed Medians

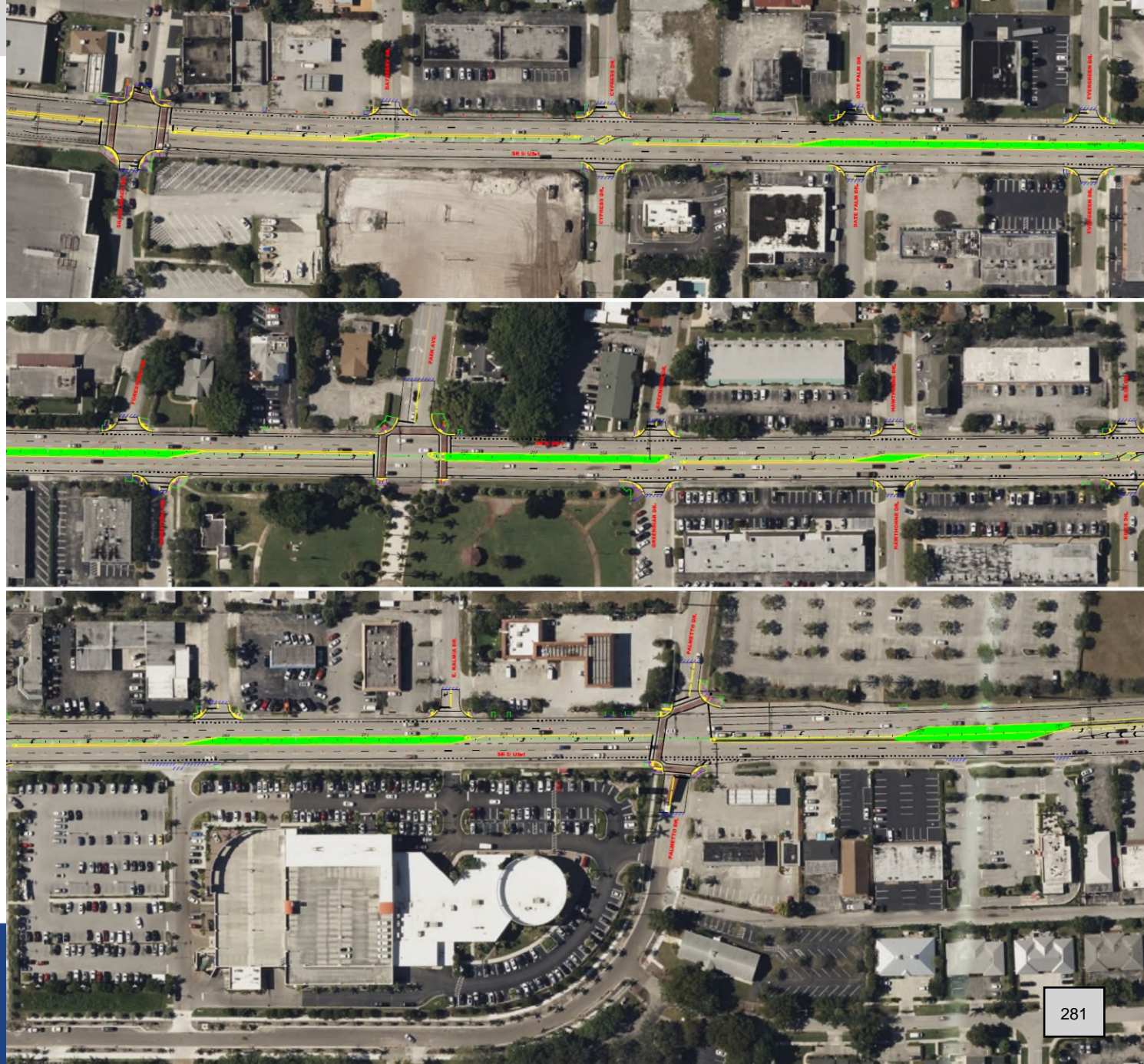




# Access Management Plan Option 2

Item 8.

AMP 2 reflected in  
Resolution of  
Support language  
and current plans



# 3. Deadline

# Deadline

**September 2, 2024 is a courtesy extension provided in lieu of previous deadline of July 1, 2024.**

FDOT needs the following documents signed and executed by new deadline:

1. LFA and Two MMOAs
2. Resolution of Support
3. Escrow Agreement (related to LFA)

After deadline passes without executed agreements, the following changes are made to the plans

1. LFA and Two MMOAs
  - \* Proposed Light pole becomes a standard FDOT pole
  - \* All crosswalks at 3 intersections will be paved over
2. Resolution of Support
  - Median proposed from Silver Beach Road and Palmetto Drive will remain as a continuous dual left turn lane as it is today

# 4. Questions and Answers





### Town of Lake Park Town Commission

### Agenda Request Form

Meeting Date: July 17, 2024

Agenda Item No.

**Agenda Title:** A RESOLUTION BY THE TOWN OF LAKE PARK COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LIGHTING MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FROM SILVER BEACH ROAD TO PALMETTO DRIVE ALONG US-1/SR-5/BROADWAY AVENUE AS DEPICTED IN EXHIBIT A.

- SPECIAL PRESENTATION/REPORTS
  - BOARD APPOINTMENT
  - ORDINANCE
  - NEW BUSINESS**
  - OTHER
- CONSENT AGENDA
  - OLD BUSINESS

## Bambi

Digitally signed by Bambi McKibbon-Turner  
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director,  
 email=btturner@lakeparkflorida.gov, c=US  
 Date: 2024.07.11 15:18:59 -04'00'

Approved by Town Manager ~~Nadia Di Tommaso~~ ~~McKibbon-Turner~~  
 Name/Title

|  |  |   |
|--|--|---|
| <b>Originating Department:</b><br><br>Town Manager/Public Works/Community Development            | Costs: <b>Not-to-exceed \$76,156 (for the lighting and crosswalk components)</b><br><br>Funding Source:<br><b>Discretionary Surtax</b><br><br>Acct: # <b>301-63100</b><br><br><input type="checkbox"/> Finance <small>Digitally signed by Jeff DaSilva<br/>         DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, email=jsilva@lakeparkflorida.gov, c=US<br/>         Date: 2024.07.11 15:18:59 -04'00'</small> | <b>Attachments:</b><br><br>→ Resolution and Exhibits A and B<br>→ FDOT Presentation   |
| <b>Advertised:</b><br>Date:<br>Paper:<br><input checked="" type="checkbox"/> <b>Not Required</b> | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.   | Yes I have notified everyone <input type="checkbox"/> OR<br>Not applicable in this case <input checked="" type="checkbox"/> <b>ND</b><br><br><b>Please initial one.</b> |

### Summary Explanation/Background:

**In follow-up to the discussions at the June 12, 2024 Town Commission meeting, when the FDOT agenda items were postponed to a future meeting, The Town Manager's Office, Public Works Department and Community Development Department met with the FDOT team to discuss the US-1 project that was previously presented to the Town Commission. Follow-up discussions were also held with the car dealership (Earl Stewart Toyota). It has been confirmed that that the dealership can educate their carriers on utilizing a northbound route from Blue Heron so that they have access into their dealership without needing to utilize**

Lake Shore Drive. In addition, vehicular access to their service center by customers is made possible using three access points, E. Ilex, Palmetto, and opposite of E. Kalmia (on the dealership side) with some additional directional signage that may be required. In light of these discussions, the FDOT proposed medians are being left as-is. The associated maintenance agreements and local funding agreement are also being revised to include concrete crosswalks per the Commission’s request. These items are coming back to the Commission (individual meetings between the Commission and Staff were also coordinated to further explain the nature of the project and the need for the medians). Updates were also provided to the Town Commission through Town Manager comments at the July 3 meeting and there was agreement in that the Town should not settle for the elimination of medians between Park Avenue and Palmetto and that working with the dealership on their circulation options as detailed hereinabove, is preferred.



As the Town Commission may recall, streetscape plans for the US-1 corridor were adopted as part of the Land Development Regulations for the Federal Highway Mixed Use District Overlay (FHMUDO) back in 2017. In follow-up to that adoption, the Palm Beach County Transportation Planning Authority (TPA) and the Federal Department of Transportation (FDOT) were working on a Mobility Improvement Project named the “State Road (SR) 5/US-1 from 59<sup>th</sup> Street to State Road 850/Northlake Boulevard”. This overall area includes the Town’s portion of US-1 from Silver Beach Road to Palmetto Drive. Since this project’s inception several years ago, the Town held a public workshop in August 2019 to initiate discussions with the Commission and the FHMUDO property owners (who were invited by direct mail) on the proposed roadway/median improvements. The Town Manager’s Office, Community Development and Public Works, also held several follow-up discussions with FDOT geared towards making sure FDOT was aware of all our pending redevelopment plans for the corridor; was aware of the Town’s desire to incorporate landscape medians along the corridor; and was aware of the need to maximize traffic circulation at the southern and northern areas of the corridor, particularly around Bayberry/Cypress and Ilex in order to accommodate the traffic movements in those areas. The Town also worked closely with the Earl Stewart Toyota dealership in order to ensure the final design would allow for adequate circulation and access within their site, rather than having to rely on Lake Shore Drive which is prohibited.

FDOT also held a public workshop last year at Town Hall, for which they notified everyone per their public outreach requirements for this type of mobility project. In follow-up to the Staff and Commission discussions and public input received, FDOT finalized their plans.

The scope of work and proposed Improvements, along with the project schedule and costs are included in FDOT’s enclosed presentation. Since the scope of work includes lighting as well, a Lighting Maintenance Memorandum Agreement is required. Since landscaping and crosswalks are also included, a Landscape(Crosswalks) Maintenance Memorandum Agreement is also required. Both the decorative lighting (one pole) and the stamped crosswalk improvements come at an added cost for which the Town Manager has agreed to contribute in order to ensure these improvements are made. The total cost for these improvements is a not-to-exceed amount of \$76,156.00. A separate Local Funding Agreement is required by FDOT for this amount. In addition, the Town expressed an interest in incorporating additional plantings in the median other than just sod, and FDOT acknowledged that these will also be programmed separately.

In summary, given that the final design is ready pursuant to the prior discussions and input received, FDOT is ready to move forward with construction and requires the following Resolutions from the Town in order to remain on schedule:

- Resolution of Support for the Roadway Plans
- **Resolution approving the Maintenance Memorandum Agreement for the Lighting- (THIS AGENDA ITEM)**
- Resolution approving the Maintenance Memorandum Agreement for the Landscape (Crosswalks)
- Resolution approving the Local Funding Agreement for the not-to-exceed amount of \$76,156

All of the Resolutions and agreements have been reviewed and approved by town counsel.

***\*\*THERE ARE FOUR SEPARATE AGENDA ITEMS (i.e. Resolutions) associated with this same project for Commission consideration\*\****

**Recommended Motion: I move to APPROVE Resolution \_-06-24.**

**RESOLUTION NUMBER 50-07-24**

**A RESOLUTION BY THE TOWN OF LAKE PARK COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LIGHTING MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FROM SILVER BEACH ROAD TO PALMETTO DRIVE ALONG US-1/SR-5/BROADWAY AVENUE AS DEPICTED IN EXHIBIT A.**

**WHEREAS**, the Town of Lake Park Florida (Town) is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes, and the Florida Constitution; and

**WHEREAS**, the Florida Department of Transportation (FDOT) seeks to enhance the safety and aesthetics of the roadway systems by installing lighting improvements; and

**WHEREAS**, the FDOT has jurisdiction over State Road (S.R.) 5/US-1 from Mile Post (M.P.) 14.166 to M.P. 14.558 and from M.P. 0.00 to 0.384 as depicted on the "Exhibit A" attached; and

**WHEREAS**, FDOT, for the purpose of safety, protection of the investment, and other reasons, has constructed and does maintain SR 5/US-1 at section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00 to M.P. 0.384 (within the limits of the Town); and

**WHEREAS**, the Town shall maintain the specific elements constructed under Project Number 438386-2-52-01 to include decorative lighting, hereinafter called IMPROVEMENTS, installed along SR 5/US-1 at section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00 to M.P. 0.384 as detailed within Exhibit A (Project Location, Description and Aerial); and

**WHEREAS**, The Town agrees to maintain the IMPROVEMENTS to be installed under Project Number 438386-2-52-01 within the construction limits. Maintenance by the FDOT will include but not be limited to inspection, repair, restoration, replacement, coating, and general maintenance of all decorative or non-standard features within the limits of construction. This includes Project Number 438386-2-52-01 for decorative light poles, installed along SR 5/US-1, at section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00 to M.P. 0.384;

**WHEREAS**, the Town and FDOT's responsibilities and obligations are more fully set out in the Lighting Maintenance Memorandum of Agreement; and

**WHEREAS**, the Town Manager recommends the approval of the Lighting Maintenance Memorandum of Agreement between the FDOT and the Town.

**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 Mayor is hereby authorized and directed to sign the Lighting Maintenance Memorandum of Agreement between the State of Florida Department of Transportation and the Town of Lake Park, attached hereto and incorporated herein as Exhibit B.

**Section 3.** This Resolution shall be effective upon execution.

**EXHIBIT "A"**

SECTION NO.: 93020000 & 93040000  
FM No.(s): 438386-2-52-01  
COUNTY: Palm Beach  
S.R. No.: 5

**PROJECT LOCATION, DESCRIPTION, AND AERIAL**

**I. Location:**

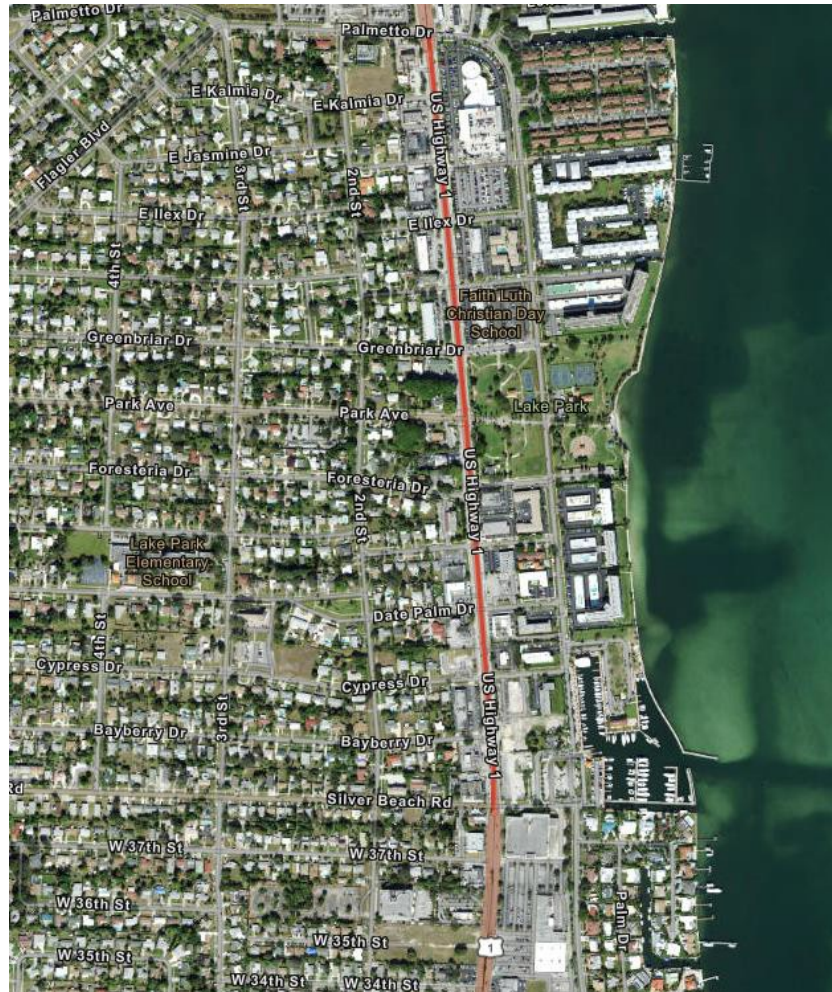
The IMPROVEMENTS associated with this AGREEMENT are located in the Town of Lake Park, in Palm Beach County, Florida along SR 5/US-1 section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00 to M.P. 0.384

**II. Description of Work:**

Project Number 438386-2-52-01 to include decorative light and **concrete crosswalks**. The AGENCY shall be responsible for maintaining the IMPROVEMENTS described in this AGREEMENT.

**III. Aerial:**

#5519577 v1 26508-00001





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**DISTRICT FOUR  
LIGHTING MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT** made and entered into this date \_\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component **AGENCY** of the State of Florida, hereinafter called the **DEPARTMENT**, and **TOWN OF LAKE PARK**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

**WITNESSETH:**

**WHEREAS**, the **DEPARTMENT** has jurisdiction over State Road (S.R.) 5/US-1 from Mile Post (M.P.) 14.166 to M.P. 14.558 and from M.P. 0.00 to 0.384; and

**WHEREAS**, the **DEPARTMENT** seeks to install and have maintained by the **AGENCY** certain highway **IMPROVEMENTS**; and

**WHEREAS**, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain SR 5/US-1 at section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00to M.P. 0.384 (within the limits of the **AGENCY**); and

**WHEREAS**, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain the specific elements constructed under Project Number **438386-2-52-01** to include decorative lighting; hereinafter called **IMPROVEMENTS** installed along SR 5/US-1 at section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00to M.P. 0.384 as detailed within **Exhibit A (Project Location, Description and Aerial)**; and

**WHEREAS**, the Project involves the scope of work as described within **Exhibit B (Construction Plans)**, which will benefit the **AGENCY**; and

**WHEREAS** the parties hereto mutually recognize the need for entering into an **AGREEMENT** designation and setting forth the responsibilities of each party; and

**WHEREAS** the **AGENCY** by Resolution Number \_\_\_\_\_ entered this date \_\_\_\_\_, attached hereto and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so;

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

**1. RECITALS**

The recitals set forth above are true and correct and are deemed incorporated herein.

**2. INSTALLATION OF FACILITIES**

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- A. The **DEPARTMENT** shall construct under Project Number **438386-2-52-01** ("the **IMPROVEMENTS**") as detailed in **Exhibit A** and **Exhibit B** that will benefit the **AGENCY**.
- B. The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA"). If there are any major changes to the plan(s), the **DEPARTMENT** shall provide the modified plan(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.
- C. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the **IMPROVEMENTS** by the **DEPARTMENT**.

The **AGENCY** must maintain the **IMPROVEMENTS** associated within the limits of the Project.

### 3. MAINTENANCE OF FACILITIES

- A. The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed under Project Number **438386-2-52-01** within the limits of construction. Maintenance by the **AGENCY** will include but not limited to inspection, repair, restoration, replacement, coating, and general maintenance of all decorative or non-standard features within the limits of construction. This includes Project Number **438386-2-52-01** for decorative light poles, installed along SR 5/US-1, at section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00to M.P. 0.384.

This maintenance **AGREEMENT** will apply to all existing decorative or non-standard lights already installed within the limits of the **AGENCY**.

- 1) The **AGENCY** agrees to maintain, at its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.
- 2) The **IMPROVEMENTS** shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents, and vermin, including removal of nests as needed.

As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace all defective or worn-out parts of the **IMPROVEMENTS**. The **AGENCY'S** responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary inspection, maintenance, repair, and replacement of any type or nature, including, but not limited to maintenance, repair, coating replacement, and replacement due to normal wear and tear caused by a named storm event, acts of God, vandalism, and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.

- 3) The **AGENCY** shall perform all activities necessary to keep the **IMPROVEMENTS** fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type or roadway system at all times in accordance with the original design thereof,

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whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power, and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the **IMPROVEMENTS**, as may be necessary.

4) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking relating to the maintenance obligation / function or **AGREEMENT** termination.

5) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**, as per the requirements in **Exhibit C (Maintenance Plan Requirements)**.

6) The **AGENCY** shall be responsible for maintaining the light pole structures and electrical components. The **AGENCY** shall replace the structure if destroyed in an accident by third parties. The **DEPARTMENT** expressly assigns its rights, interests and privileges pertaining damage **IMPROVEMENTS** to the **AGENCY**, so that **AGENCY** can pursue all claims and causes of actions against the third parties responsible for the damage. The **DEPARTMENT** will assist the **AGENCY** as necessary and will confirm **AGENCY'S** authorization to pursue recovery. The **AGENCY** will be responsible for all attorneys' fees and costs incurred in its recovery activities. The **AGENCY** shall not file suit in the name of the **DEPARTMENT**.

- B. The **AGENCY** shall indemnify the **DEPARTMENT** for any and all costs or expenses incurred by the **DEPARTMENT** for the **AGENCY'S** failure to comply with all ADA Laws existing and as may be amended. Costs and expenses shall include the costs to make the facility ADA compliant, attorney's fees and costs and any judgments. Adjacent sidewalk areas shall be accessible at all times. If sidewalk closures are needed, alternate routes shall be clearly identified, and any missing sidewalk shall be restored either with permanent or temporary materials at the end of each workday.
- C. All **IMPROVEMENTS** shall at all times have notification signs posted with the name and phone number of the department within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that the **AGENCY** can be contacted regarding problems with the **IMPROVEMENTS**. The **AGENCY** shall promptly respond and correct all complaints regarding maintenance. The **IMPROVEMENTS** to be constructed with this Project shall not contain advertising; nor shall the **AGENCY** allow any advertising to be placed upon the **IMPROVEMENTS** in the future.
- D. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual (FDM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, (d) FDOT Standard Plans

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for Roadway Construction, (e) Manual on Uniform Traffic Control Devices (MUTCD), and (f) all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures. In the event of a conflict between documents, standards, and procedures the more stringent shall apply.

- DI. Any work impacting traffic flow along SR 5/US-1 must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT'S** Open Roads Policy.

#### 4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY'S** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the **TOWN OF LAKE PARK, TOWN MAYOR**, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:
- 1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
  - 2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
  - 3) If there is no standard equivalent item or if in the **DEPARTMENT'S** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
  - 4) At the discretion of the **DEPARTMENT**, terminate the **AGREEMENT** in accordance with Paragraph 7 of this **AGREEMENT** and remove, by the **DEPARTMENT** or its contractor's, all the **IMPROVEMENTS** installed under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.

#### 5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this **AGREEMENT** may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order for an adjacent state road to be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

## 6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional **IMPROVEMENTS** within the limits of the rights of ways identified as a result of this document subject to the following conditions:

- 1) Plans for any new **IMPROVEMENTS** shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without prior written approval by the **DEPARTMENT**.
- 2) The **AGENCY** shall procure a permit and/ or Construction **AGREEMENT** from the **DEPARTMENT**, as appropriate.
- 3) All **IMPROVEMENTS** shall be developed and implemented in accordance with appropriate State of Florida safety and roadway design standards.
- 4) The **AGENCY** agrees to comply with the requirements of this **AGREEMENT** regarding any additional **IMPROVEMENTS** installed at no cost to the **DEPARTMENT**.

## 7. AGREEMENT TERMINATION

This **AGREEMENT** may be terminated under anyone (1) of the following conditions:

- 1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this **AGREEMENT**, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditure for the installation, relocation, or removal of said **IMPROVEMENTS**.
- 2) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes that is made or received by the **AGENCY** in conjunction with this **AGREEMENT**.
- 3) By the Department with a six (6) month written notice.

## 8. AGREEMENT TERM

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect for as long as the **IMPROVEMENTS** exist.

## 9. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.

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B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

- 1) **AGENCY'S** contractor shall at all times during the term of this **AGREEMENT** keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.
- 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this **AGREEMENT**.
- 3) Coverage is not to cease and shall remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days' notice of cancellation and /or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

## 10. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

- 1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and
- 2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

## 11. ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the Local Funded Agreement(s) and State Highway Lighting Maintenance and Compensation Agreement(s) signed between the parties, as amended, as to all other **IMPROVEMENTS** not specifically mentioned in this Agreement. The streetlights installed under this Project will be compensated as streetlights under the State Highway Lighting Maintenance and Compensation Agreement. If the **DEPARTMENT** and **AGENCY** fail to agree on the annual lump sum amount to be paid under the State Highway Lighting Maintenance and Compensation Agreement, this Agreement shall supersede that Agreement and the **AGENCY** agrees to maintain the lights solely under this Agreement.



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## 12. EXPENDITURE OF MONEY

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

## 13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the prosecution or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

## 14. ASSIGNMENT

This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the prior consent of the **DEPARTMENT**.

## 15. LAWS GOVERNING

This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail, the **AGENCY** agrees to waive forum and venue and that the **DEPARTMENT** shall determine the forum and venue in which any dispute under this **AGREEMENT** is decided.

## 16. NOTICES

All notices given or required under this **AGREEMENT** shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT**:

State of Florida Department of Transportation  
Attention: District Maintenance Engineer  
3400 West Commercial Blvd  
Ft. Lauderdale, FL 33309-3421

**AGENCY:**  
Town of Lake Park

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535 Park Avenue,  
Lake Park, FL 33403  
Attention: Town Mayor

**17. LIST OF EXHIBITS**

- Exhibit A: Project Location, Description and Aerial
- Exhibit B: Lighting Plans
- Exhibit C: Maintenance Plan Requirements

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**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first above written.

**AGENCY:**

Town of Lake Park, a municipal Corporation of the State of Florida:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager / Mayor

Print Name: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk

Print Name: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney

Print Name: \_\_\_\_\_

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**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first above written.

**DEPARTMENT:**

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

Sign: \_\_\_\_\_  
Director of Operations

Print Name: Paul A. Lampley

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

Approval as to Form:

Sign: \_\_\_\_\_  
Assistant General Counsel

Print Name: Francine Steelman

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

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EXHIBIT A

PROJECT LOCATION, DESCRIPTION, AND AERIAL

I. Location:

The **IMPROVEMENTS** associated with this **AGREEMENT** are located in the Town of Lake Park, in Palm Beach County, Florida along SR 5/US-1 section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00 to M.P. 0.384

II. Description of Work:

Project Number **438386-2-52-01** to include decorative light. The **AGENCY** shall be responsible for maintaining the **IMPROVEMENTS** described in this **AGREEMENT**.

III. Aerial



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**EXHIBIT B**

LIGHTING PLANS

Lighting Plans prepared by Stephen Allen Hughes, P.E., dated December 11, 2023, as approved by the **DEPARTMENT**.

LIGHTING PLANS (attached)

Sheets Included:

| PDF Page Number (#) | Plan Sheet (#) | Sheet(s) Description     |
|---------------------|----------------|--------------------------|
| 13                  | L-1            | KEY SHEET                |
| 14                  | L-2            | SIGNATURE SHEET          |
| 15                  | L-3            | GENERAL NOTES            |
| 16                  | L-4            | LIGHTING LEGEND          |
| 17 THRU 20          | L-5 to L-8     | LIGHTING DATA TABLE      |
| 21 THRU 43          | L-9 to L-31    | LIGHTING PLAN            |
| 44 – 45             | L-32 to L-33   | LIGHTING POLE FOUNDATION |
| 46                  | L-34           | SERVICE POINT DETAIL     |

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**EXHIBIT C**

**MAINTENANCE PLAN REQUIREMENTS**

In reference to Maintenance to be performed under this **AGREEMENT**, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **IMPROVEMENTS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT'S** applicable Maintenance Rating Program Standards. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
3. Containment of debris or materials used in or resulting from the repair.

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair
5. The methods to be used for the repair



# **Project Outstanding Needs within the Town of Lake Park**

**From Silver Beach Road to Palmetto Drive  
for**

**Mobility Improvements Project FM 438386-2**

**State Road (SR) 5/US-1 from 59 Street to State Road  
850/Northlake Boulevard**

# Agenda

- 1. Locally Funded Agreement (LFA) and corresponding Maintenance Agreements (MMOA)**
- 2. Resolution of Support for Access Management Plan**
- 3. Deadline**
- 4. Questions and Answers**

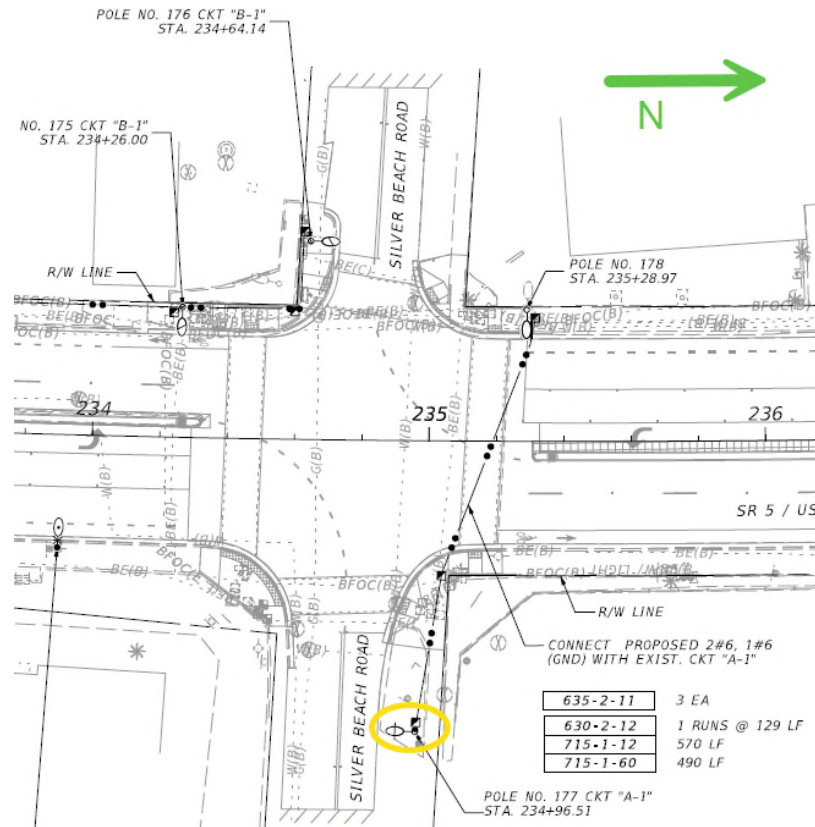
# **1. Locally Funded Agreement (LFA) and corresponding Maintenance Agreements (MMOA)**

# Decorative Light Pole

## LFA covers One New Decorative Light Pole

At NE Corner of Silver Beach Road and US-1

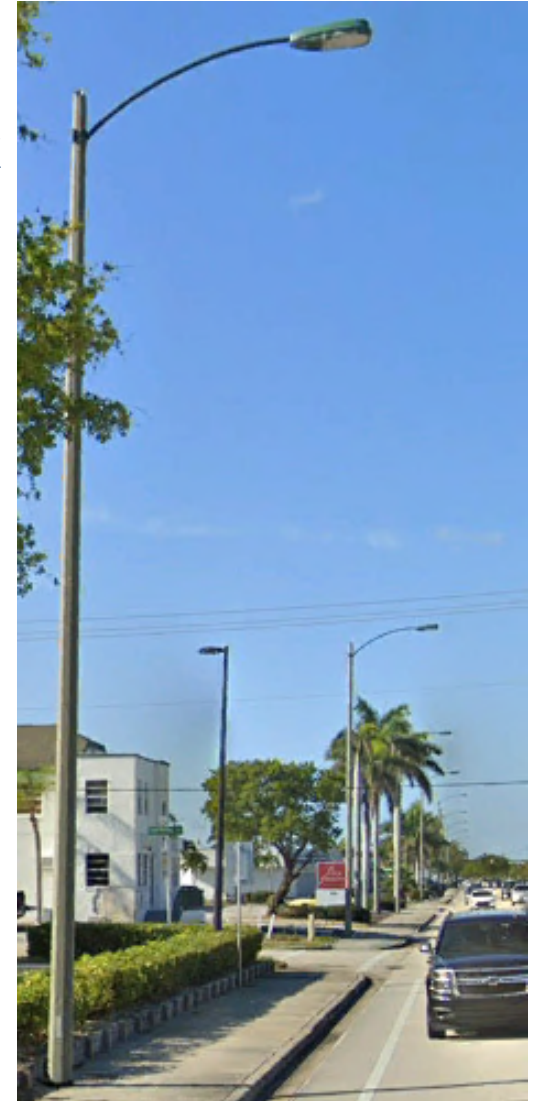
Light pole supplements intersection lighting for pedestrian crossing on east leg



# Decorative Light Pole Maintenance

**Lighting MMOA covers all existing and proposed decorative light poles within the Town of Lake Park**

From Silver Beach Road to Palmetto Drive





# Decorative Crosswalk Restoration and Maintenance

## LFA covers Two Crossing Restorations

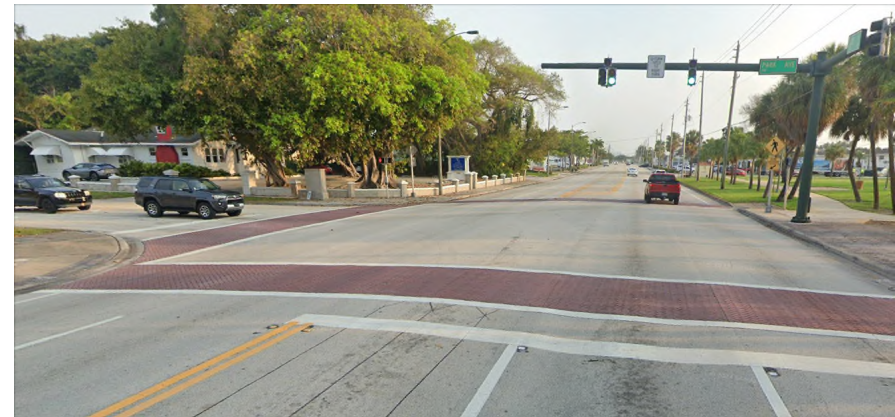
- At South Leg of Silver Beach Road
- At East Leg of Palmetto Drive



## Hardscape MMOA covers 3 signalized intersections



- Silver Beach Road and US-1
- Park Ave and US-1
- Palmetto Drive and US-1



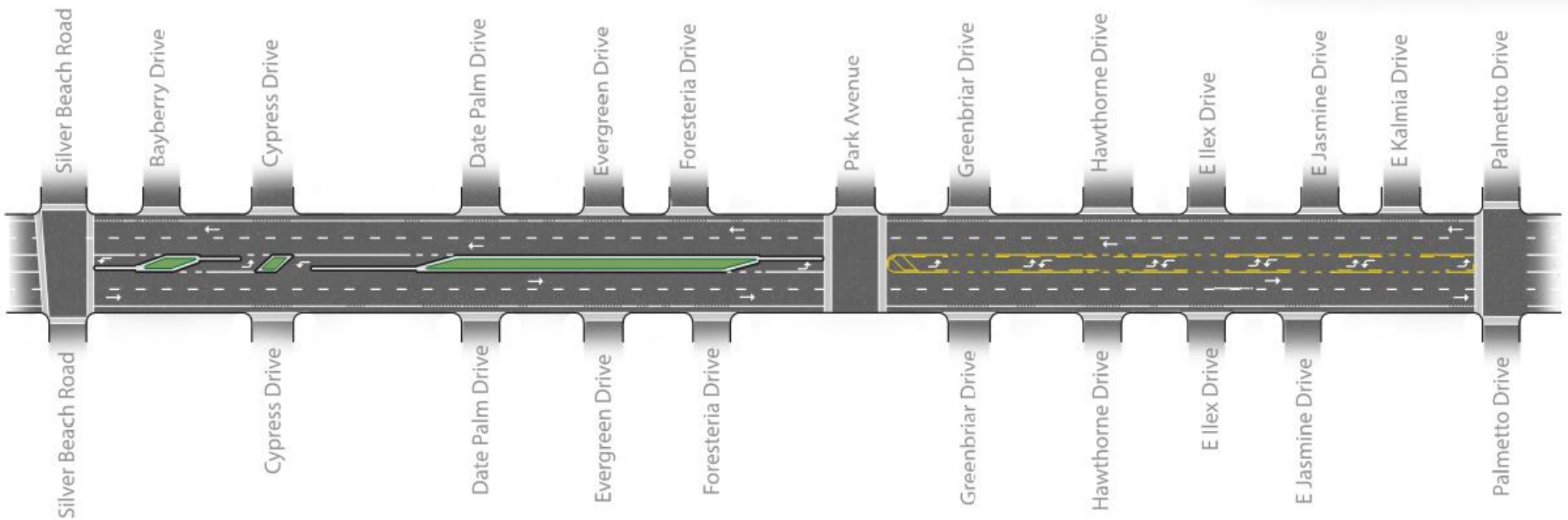
## **2. Resolution of Support for Access Management Plan**

# Access Management Plan Option 1

Item 9.



Proposed Medians

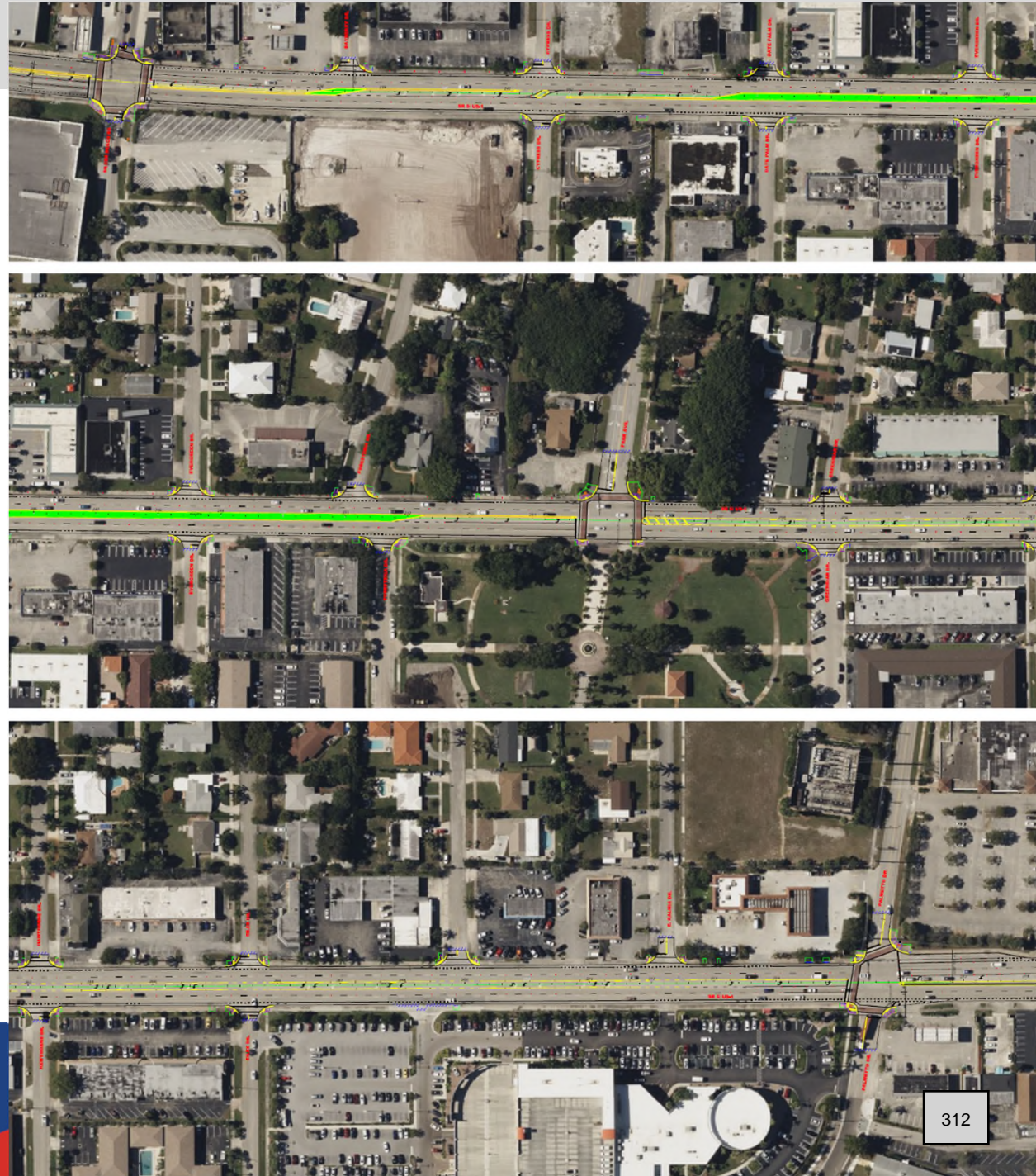




# Access Management Plan Option 1

Item 9.

AMP 1 not reflected in  
Resolution of Support  
language  
Nor in current plans



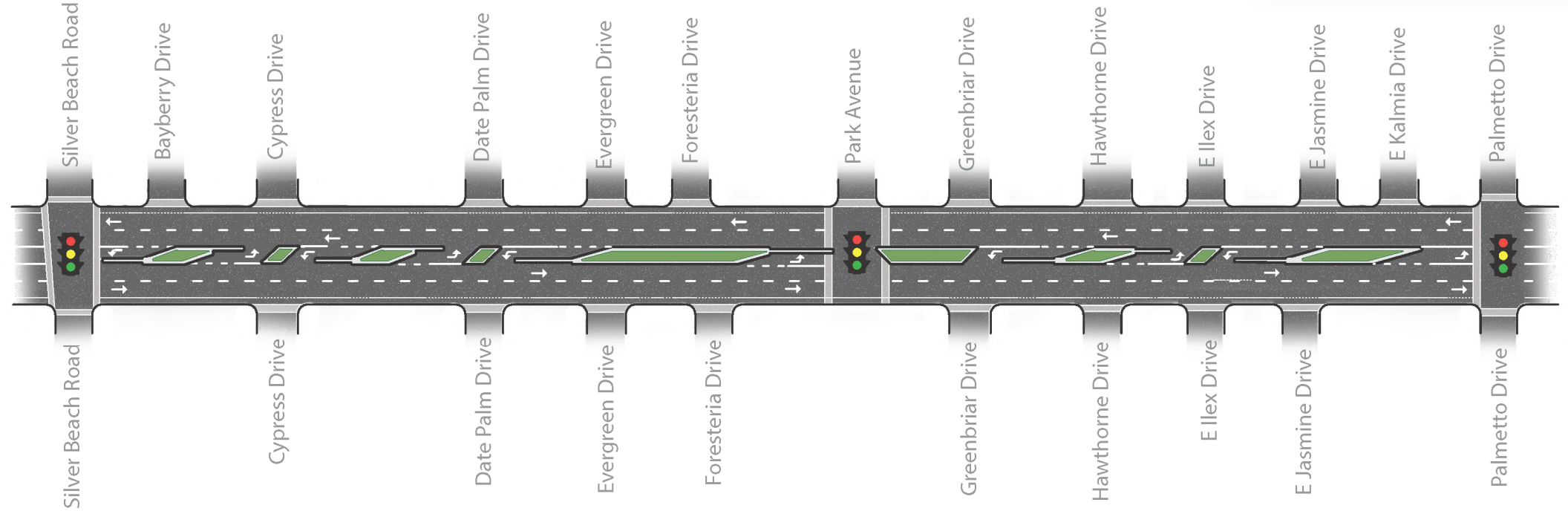


# Access Management Plan Option 2

Item 9.



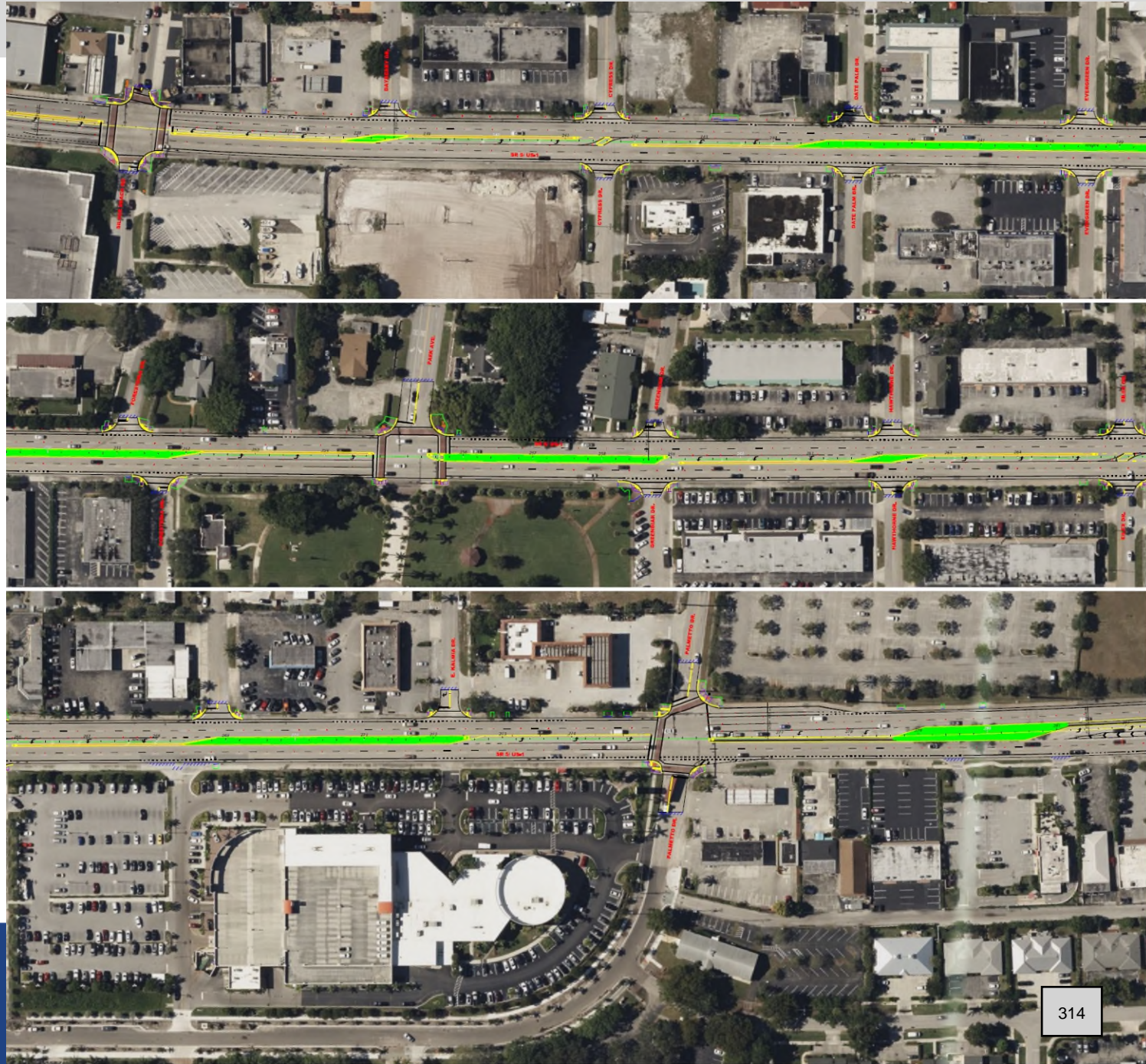
## Proposed Medians





# Access Management Plan Option 2

AMP 2 reflected in  
Resolution of  
Support language  
and current plans





# 3. Deadline

# Deadline

**September 2, 2024 is a courtesy extension provided in lieu of previous deadline of July 1, 2024.**

FDOT needs the following documents signed and executed by new deadline:

1. LFA and Two MMOAs
2. Resolution of Support
3. Escrow Agreement (related to LFA)

After deadline passes without executed agreements, the following changes are made to the plans

1. LFA and Two MMOAs
  - \* Proposed Light pole becomes a standard FDOT pole
  - \* All crosswalks at 3 intersections will be paved over
2. Resolution of Support
  - Median proposed from Silver Beach Road and Palmetto Drive will remain as a continuous dual left turn lane as it is today

# 4. Questions and Answers



### Town of Lake Park Town Commission

### Agenda Request Form

Meeting Date: July 17, 2024

Agenda Item No.

**Agenda Title:** A RESOLUTION OF THE TOWNCOMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PERTAINING TO SILVER BEACH ROAD TO PALMETTO DRIVE ALONG US-1/SR-5/BROADWAY AVENUE AS DEPICTED IN EXHIBIT A.

- SPECIAL PRESENTATION/REPORTS
  - BOARD APPOINTMENT
  - ORDINANCE
  - NEW BUSINESS**
  - OTHER
- CONSENT AGENDA
  - OLD BUSINESS

**Bambi McKibbon-Turner**

Digitally signed by Bambi McKibbon-Turner  
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=bturner@lakeparkflorida.gov, c=US  
Date: 2024.07.11 13:05:11 -04'00'

Approved by Town Manager Turner  
**Nadia Di Tommaso / Community Development Director**  
Name/Title

|  |  |  |
|--|--|--|
| <b>Originating Department:</b><br><br>Town Manager/Public Works/Community Development            | Costs: <b>Not-to-exceed \$76,156 (for the lighting and crosswalk components)</b><br><br>Funding Source:<br><b>Discretionary Surtax</b><br><br>Acct: # <b>301-63100</b><br><br><input type="checkbox"/> Finance <small>Digitally signed by Jeff DaSilva<br/>DN: cn=Jeff DaSilva, ou=Town of Lake Park, ou=Finance Department, email=jdsilva@lakeparkflorida.gov, c=US<br/>Date: 2024.07.11 13:21:03 -04'00'</small> | <b>Attachments:</b><br><br>→ Resolution and Exhibits A and B<br>→ FDOT Presentation  |
| <b>Advertised:</b><br>Date:<br>Paper:<br><input checked="" type="checkbox"/> <b>Not Required</b> | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.   | Yes I have notified everyone <input type="checkbox"/> OR<br>Not applicable in this case <u> <b>ND</b> </u><br><br><b>Please initial one.</b> |

**Summary Explanation/Background:**

**In follow-up to the discussions at the June 12, 2024 Town Commission meeting, when the FDOT agenda items were postponed to a future meeting, The Town Manager’s Office, Public Works Department and Community Development Department met with the FDOT team to discuss the US-1 project that was previously presented to the Town Commission. Follow-up discussions were also held with the car dealership (Earl Stewart Toyota). It has been confirmed that that the dealership can educate their carriers on utilizing a northbound route from Blue Heron so that they have access into their dealership without needing to utilize**

**Lake Shore Drive.** In addition, vehicular access to their service center by customers is made possible using three access points, E. Ilex, Palmetto, and opposite of E. Kalmia (on the dealership side) with some additional directional signage that may be required. In light of these discussions, the FDOT proposed medians are being left as-is. The associated maintenance agreements and local funding agreement are also being revised to include concrete crosswalks per the Commission's request. These items are coming back to the Commission (individual meetings between the Commission and Staff were also coordinated to further explain the nature of the project and the need for the medians). Updates were also provided to the Town Commission through Town Manager comments at the July 3 meeting and there was agreement in that the Town should not settle for the elimination of medians between Park Avenue and Palmetto and that working with the dealership on their circulation options as detailed hereinabove, is preferred.

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As the Town Commission may recall, streetscape plans for the US-1 corridor were adopted as part of the Land Development Regulations for the Federal Highway Mixed Use District Overlay (FHMUDO) back in 2017. In follow-up to that adoption, the Palm Beach County Transportation Planning Authority (TPA) and the Federal Department of Transportation (FDOT) were working on a Mobility Improvement Project named the "State Road (SR) 5/US-1 from 59<sup>th</sup> Street to State Road 850/Northlake Boulevard". This overall area includes the Town's portion of US-1 from Silver Beach Road to Palmetto Drive. Since this project's inception several years ago, the Town held a public workshop in August 2019 to initiate discussions with the Commission and the FHMUDO property owners (who were invited by direct mail) on the proposed roadway/median improvements. The Town Manager's Office, Community Development and Public Works, also held several follow-up discussions with FDOT geared towards making sure FDOT was aware of all our pending redevelopment plans for the corridor; was aware of the Town's desire to incorporate landscape medians along the corridor; and was aware of the need to maximize traffic circulation at the southern and northern areas of the corridor, particularly around Bayberry/Cypress and Ilex in order to accommodate the traffic movements in those areas. The Town also worked closely with the Earl Stewart Toyota dealership in order to ensure the final design would allow for adequate circulation and access within their site, rather than having to rely on Lake Shore Drive which is prohibited.

FDOT also held a public workshop last year at Town Hall, for which they notified everyone per their public outreach requirements for this type of mobility project. In follow-up to the Staff and Commission discussions and public input received, FDOT finalized their plans.

The scope of work and proposed Improvements, along with the project schedule and costs are included in FDOT's enclosed presentation. Since the scope of work includes lighting as well, a Lighting Maintenance Memorandum Agreement is required. Since landscaping and crosswalks are also included, a Landscape(Crosswalks) Maintenance Memorandum Agreement is also required. Both the decorative lighting (one pole) and the stamped crosswalk improvements come at an added cost for which the Town Manager has agreed to contribute in order to ensure these improvements are made. The total cost for these improvements is a not-to-exceed amount of \$76,156.00. A separate Local Funding Agreement is required by FDOT for this amount. In addition, the Town expressed an interest in incorporating additional plantings in the median other than just sod, and FDOT acknowledged that these will also be programmed separately.

In summary, given that the final design is ready pursuant to the prior discussions and input received, FDOT is ready to move forward with construction and requires the following Resolutions from the Town in order to remain on schedule:

- Resolution of Support for the Roadway Plans
- Resolution approving the Maintenance Memorandum Agreement for the Lighting
- **Resolution approving the Maintenance Memorandum Agreement for the Landscape (Crosswalks) - (THIS AGENDA ITEM)**
- Resolution approving the Local Funding Agreement for the not-to-exceed amount of \$76,156

All of the Resolutions and agreements have been reviewed and approved by town counsel.

***\*\*THERE ARE FOUR SEPARATE AGENDA ITEMS (i.e. Resolutions) associated with this same project for Commission consideration\*\****

**Recommended Motion: I move to APPROVE Resolution \_-06-24.**



**RESOLUTION NUMBER 51-07-24**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PERTAINING TO SILVER BEACH ROAD TO PALMETTO DRIVE ALONG US-1/SR-5/BROADWAY AVENUE AS DEPICTED IN EXHIBIT A.**

**WHEREAS**, the Town of Lake Park Florida ("Town") is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes, and the Florida Constitution; and

**WHEREAS**, the Florida Department of Transportation ("FDOT") seeks to enhance the safety and aesthetics of the roadway systems by installing lighting improvements; and

**WHEREAS**, the FDOT has jurisdiction over State Road (S.R.) 5/US-1 from Mile Post (M.P.) 14.166 to M.P. 14.558 and from M.P. 0.00 to 0.384 as depicted on the Exhibit A attached; and

**WHEREAS**, FDOT, for the purpose of safety, protection of the investment, and other reasons, seeks to install certain improvements within the right of way of State Road 5 (US-1), including new turfed medians and decorative **concrete crosswalks**, as described within Exhibit "B" and

**WHEREAS**, the Town IS ENTERING INTO A MEMORANDUM OF Understanding with FDOT whereby it agrees to maintain the specific elements constructed under Project Number 438386-2-52-01 to include decorative lighting, hereinafter called IMPROVEMENTS, installed along SR 5/US-1 at section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00 to M.P. 0.384 as detailed within Exhibit A (Project Location, Description and Aerial); and

**WHEREAS**, The Town agrees to maintain those improvements, including the new medians, areas outside the traveled way to the right-of-way line, areas within the traveled way that may contain specialty surfacing (also known as patterned pavement), and any other hardscape (if applicable), but excluding standard concrete sidewalk; and agrees such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter

pick-up, and/or repairs associated with the specialty surfacing, as needed, including any future agreed upon improvements;

**WHEREAS**, the Town and FDOT's responsibilities and obligations are more fully set out in the Landscape Maintenance Memorandum of Agreement, pursuant to Exhibit B; and

**WHEREAS**, the Town Manager recommends that the Landscape Maintenance Memorandum of Agreement between the FDOT and the Town be approved.

**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 Mayor is hereby authorized and directed to execute the Landscape Maintenance Memorandum of Agreement between the FDOT and the Town.

**EXHIBIT "A"**

SECTION NO.: 93020000 & 93040000  
FM No.(s): 438386-2-52-01  
COUNTY: Palm Beach  
S.R. No.: 5

**PROJECT LOCATION, DESCRIPTION, AND AERIAL**

**I. Location:**

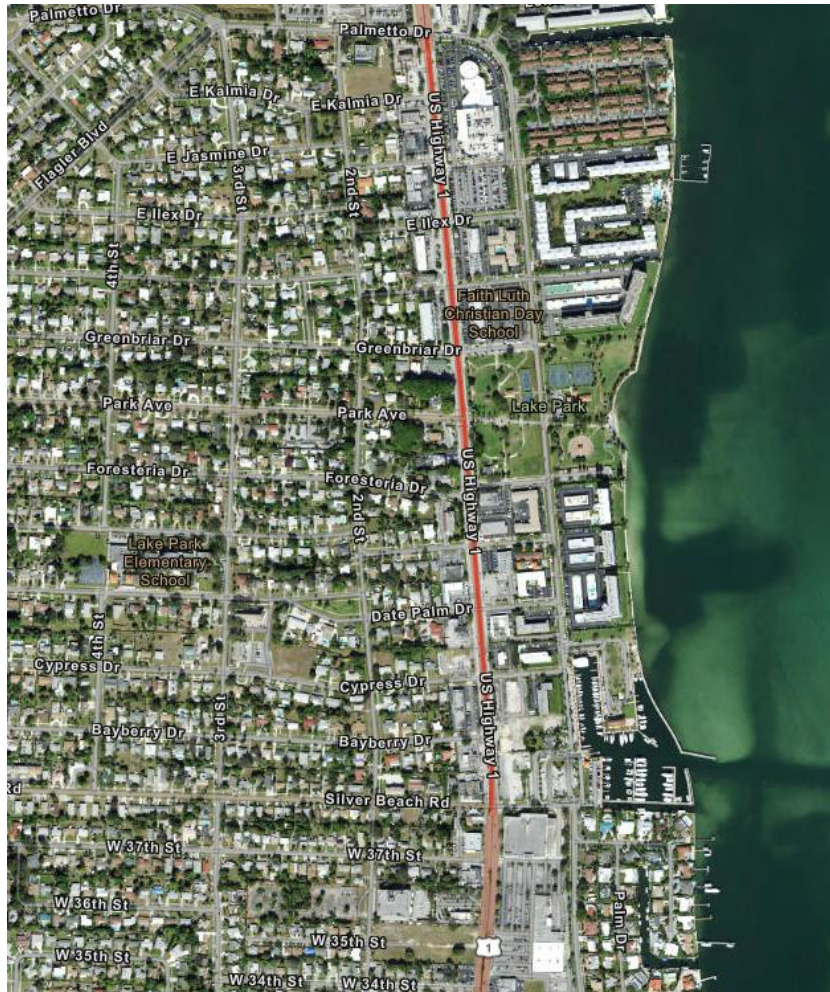
The IMPROVEMENTS associated with this AGREEMENT are located in the Town of Lake Park, in Palm Beach County, Florida along SR 5/US-1 section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00 to M.P. 0.384

**II. Description of Work:**

Project Number 438386-2-52-01 to include decorative light and **concrete crosswalks**. The AGENCY shall be responsible for maintaining the IMPROVEMENTS described in this AGREEMENT.

**III. Aerial:**

#5575147 v1 26508-00001



#5575147 v1 26508-00001

**SECTION: 93020000 / 9304000**  
**PERMIT: 438386-2-52-01**  
**COUNTY: Palm Beach**  
**STATE RD: 5**

**FLORIDA DEPARTMENT OF TRANSPORTATION  
DISTRICT FOUR  
HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the DEPARTMENT and the **TOWN OF LAKE PARK**, a municipal corporation, existing under the Laws of Florida, hereinafter called the AGENCY.

**WITNESSETH:**

**WHEREAS**, the DEPARTMENT has jurisdiction over **State Road 5 (US-1)** as part of the State Highway System; and

**WHEREAS**, as part of the continual updating of the State Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"** within the corporate limits of the AGENCY; and

**WHEREAS**, the DEPARTMENT seeks to install certain hardscape improvements within the right of way of **State Road 5 (US-1)** as described within **Exhibit "B"**; and

**WHEREAS**, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain the hardscape improvements made to the traveled way at the request of the AGENCY; and

**WHEREAS**, the AGENCY is agreeable to maintaining those improvements within the AGENCY'S limits including areas within the traveled way that contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other hardscape (if applicable), but excluding standard concrete sidewalk; and agrees such improvements shall be maintained by repairs associated with the specialty surfacing as needed; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the AGENCY, by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, attached hereto and by this reference made a part hereof in **Exhibit "E"**, desires to enter into this Agreement and authorizes its officers to do so;

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. INSTALLATION OF FACILITIES

The DEPARTMENT shall install or cause to be installed *hardscape improvements* on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as referenced in **Exhibit "B"**. *Hardscape* shall mean, but not be limited to, any non-standard roadway, sidewalk, median or crosswalk specialty surfacing, including concrete pavers, color stamped concrete, color stamped asphalt (also known as patterned pavement), and brick paver detectable warnings.

If there are any major changes to the plan(s), the DEPARTMENT shall provide the modified plan(s) to the AGENCY and the AGENCY shall provide their approval or disapproval to the DEPARTMENT within 10 business days. The DEPARTMENT may elect to withdraw the hardscape improvements if changes are not approved within the given time frame.

3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the traveled way shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to section 7. Periodic repairs or any replacements associated with specialty surfacing (if applicable) shall follow the DEPARTMENT'S safety and maintenance guidelines and **Exhibit "D"**, Patterned Pavement Maintenance. The AGENCY'S responsibility for maintenance shall include all hardscape areas within the traveled way containing specialty surfacing. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard traveled way surfacing and the associated header curb and areas (if applicable) on DEPARTMENT right-of-way within the limits of this Agreement.
- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to keep the hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.
- C. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding repayment, reworking, or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

#### 4. DEPARTMENT ACCESS TO FACILITIES

The DEPARTMENT will periodically need access to various features within the limits of this agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require temporary or permanent removal of improvements such as hardscape, landscape or other items conflicting with the items to which the Department needs access.

Should the AGENCY fail to remove or relocate items as requested, the DEPARTMENT may:

- (a) Remove conflicting improvements or any portion thereof.
- (b) Restore the area with any material meeting Department standards.
- (c) Restore the improvements at the request and funding of the AGENCY.

#### 5. NOTICE OF MAINTENANCE DEFICIENCIES

A. If at any time after the AGENCY has undertaken the maintenance responsibilities for the improvements, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, placing said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time, the DEPARTMENT may at its option, proceed as follows:

- (1) Maintain the hardscape improvements or any part thereof, with DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and/or
- (2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the hardscape improvements installed under this Agreement or any preceding Agreements, and charge the AGENCY the reasonable cost of such removal.

B. The AGENCY agrees to reimburse the DEPARTMENT all monies expended by the DEPARTMENT for the hardscape improvements listed in **Exhibit "B"** in the amounts listed in **Exhibit "D"** should the hardscape improvement fail to be maintained in accordance with the terms and conditions of this Agreement.

#### 6. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the hardscape improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered, or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.



The AGENCY shall be given sixty (60) calendar days' notice to remove said hardscape improvements at AGENCY'S expense after which time the DEPARTMENT may remove same. All permits, fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

## 7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional hardscape improvements within the limits of the improvements rights of ways identified herein, subject to the following conditions:

- (a) Plans for any new hardscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) The AGENCY shall procure a permit from the DEPARTMENT.
- (c) All hardscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional hardscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

## 8. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional hardscape improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement and the AGENCY shall be responsible for maintaining those improvements under this Agreement subject to the following conditions:

- (a) Plans for any new hardscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All hardscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional hardscape improvements installed by an adjacent owner.

## 9. HARDSCAPE IMPROVEMENTS COST

The DEPARTMENT agrees to enter into a contract to have installed said improvements for the amount indicated in **Exhibit "C"**, Cost Estimate, at approximately \$25,839.00. This cost is to be paid for by the AGENCY via a separate Locally Funded Agreement.

The AGENCY shall be invited to assist the DEPARTMENT in the final acceptance of the hardscape improvements associated with the roadway construction project by the DEPARTMENT.

## 10. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

## 11. AGREEMENT TERM

- A. This Agreement commences upon execution by all parties and shall remain in effect for as long as the hardscape items exist.
- B. If the DEPARTMENT chooses not to implement the hardscape improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement is reinstated, if any.

## 12. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the hardscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
  - (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured on such policies.
  - (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.

- (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

### 13. E-VERIFY REQUIREMENTS

The AGENCY shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

### 14. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

### 15. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

### 16. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

## 17. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.

## 18. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

## 19. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the DEPARTMENT:

Florida Dept. of Transportation  
3400 West Commercial Blvd.  
Ft. Lauderdale, FL 33309-3421  
Attn: Kaylee Kildare  
District IV Landscape Manager

If to the AGENCY:

Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
Attn: Ms. Nadia DiTommaso  
Community Development Director

## 20. LIST OF EXHIBITS

- Exhibit A: Roadway Project Location and Hardscape Maintenance Boundaries
- Exhibit B: Hardscape Improvement Plans
- Exhibit C: Approximate Cost for Hardscape Improvements
- Exhibit D: Patterned Pavement Maintenance
- Exhibit E: Resolution

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective the day and year first above written.

**TOWN of LAKE PARK**

By: \_\_\_\_\_  
Chairperson / Mayor / Manager

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

Attest: \_\_\_\_\_  
City Clerk

(SEAL)

Legal Approval: \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Transportation Development Director

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

Attest: \_\_\_\_\_  
Executive Secretary

(SEAL)

Legal Review: \_\_\_\_\_  
Office of the District General Counsel

**SECTION:** 93020000 / 9304000  
**PERMIT:** 438386-2-52-01  
**COUNTY:** Palm Beach  
**STATE RD:** 5

## EXHIBIT A

### ROADWAY PROJECT LOCATION AND HARDSCAPE MAINTENANCE BOUNDARIES

#### I. ROADWAY PROJECT LOCATION:

State Road 5 (US-1) from 59<sup>th</sup> Street (M.P. 12.729) to SR-850 (Northlake Blvd) (M.P. 14.558)

#### II. LIMITS OF MAINTENANCE FOR HARDSCAPE IMPROVEMENTS:

Hardscape improvements within the limits of State Road 5 (US-1)

Roadway ID 93020000

State Road 5 (US-1) from Silver Beach Road (M.P. 14.167) to Park Avenue (M.P. 14.588)

and

Roadway ID 93040000

State Road 5 (US-1) from Park Avenue (M.P. 0.00) to Palmetto Drive (M.P. 0.395)

#### III. HARDSCAPE MAINTENANCE BOUNDARY MAP:

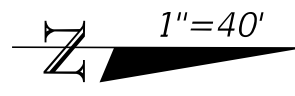
See Attached



BEGIN MAINTENANCE  
ROADWAY ID 93020000  
BEGIN M.P. 14.167

ROADWAY ID 93020000  
END M.P. 14.1558  
ROADWAY ID 93040000  
BEGIN M.P. 0.000

END MAINTENANCE  
ROADWAY ID 93040000  
END M.P. 0.395



**HARDSCAPE MAINTENANCE  
BOUNDARY MAP**  
FM#438386-2-52-01  
FEBRUARY 2024

-  PROPOSED STAMPED CONCRETE
-  EXISTING STAMPED CONCRETE TO REMAIN

MAP 1 OF 1  
NOT TO SCALE

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| REVISIONS |             |      |             | ENGINEER OF RECORD  |  | STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |            |                      | MAINTENANCE EXHIBIT<br>FOR THE TOWN OF<br>LAKE PARK | SHEET<br>NO.<br><br>01 |
|-----------|-------------|------|-------------|---|--|--|------------|----------------------|---|------------------------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 |  | ROAD NO.   | COUNTY     | FINANCIAL PROJECT ID |   |                        |
|           |             |      |             |   |  | SR 5   | PALM BEACH | 438386-2-52-01       |   |                        |

**SECTION:** 93020000 / 9304000  
**PERMIT:** 438386-2-52-01  
**COUNTY:** Palm Beach  
**STATE RD:** 5

## **EXHIBIT B**

### **HARDSCAPE IMPROVEMENT PLANS**

The DEPARTMENT agrees to install the hardscape improvements in accordance with the roadway plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Jose Luis Santiago, P.E.  
EXP U.S. Service Inc.

Date: June/July, 2024

Plan Sheets: 1-2, 12-13, 34, 37, 38, 41, 48

**CONTRACT PLANS COMPONENTS**

- ROADWAY
- SIGNING AND PAVEMENT MARKING
- SIGNALIZATION
- LIGHTING
- STRUCTURES

*STATE OF FLORIDA*  
**DEPARTMENT OF TRANSPORTATION**

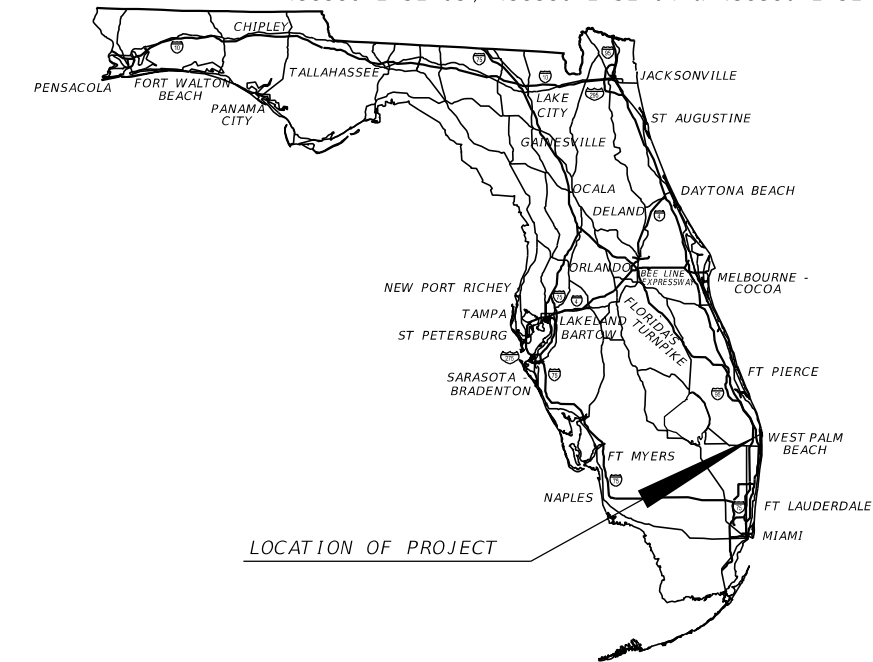
**ROADWAY PLANS**

FINANCIAL PROJECT ID 438386-2-52-01

(FEDERAL FUNDS)

PALM BEACH COUNTY (93020500, 93020000, 93040000)

STATE ROAD NO. 5 (US-1)  
 ADD BIKE LANES AND RESURFACE  
 FROM 59TH STREET TO SR-850/NORTHLAKE BOULEVARD



LOCATION OF PROJECT

**INDEX OF ROADWAY PLANS**

| SHEET NO.    | SHEET DESCRIPTION              |
|--------------|--------------------------------|
| 1            | KEY SHEET                      |
| 2            | SIGNATURE SHEET                |
| 3 - 8        | TYPICAL SECTIONS               |
| 9 - 11       | PROJECT CONTROL                |
| 12 - 14      | GENERAL NOTES                  |
| 15 - 44      | ROADWAY PLAN                   |
| 45 - 47      | TRAFFIC MONITORING SITE        |
| 48           | SPECIAL DETAILS                |
| 49 - 56      | DRAINAGE STRUCTURES            |
| 57 - 64      | TEMPORARY TRAFFIC CONTROL PLAN |
| 65           | LANDSCAPE DETAILS              |
| 66 - 69      | TREE DISPOSITION CHART         |
| 70 - 97      | TREE DISPOSITION PLAN          |
| UTV-1*       | VERIFIED UTILITY LOCATE        |
| GR-1 - GR-9* | REPORT OF CORE BORINGS         |

|                              |  |
|------------------------------|--|
| <b>PROJECT LOCATION URL:</b> | <a href="https://tinyurl.com/bdeuudb2">https://tinyurl.com/bdeuudb2</a>  |
| <b>PROJECT LIMITS:</b>       | 93020500 BEGIN MP 0.001 - END MP 0.590<br>93020000 BEGIN MP 12.729 - END MP 14.558<br>93040000 BEGIN MP 0.000 - END MP 0.624 |
| <b>EXCEPTIONS:</b>           | NONE   |
| <b>BRIDGE LIMITS:</b>        | 93020500 BR# 930470 MP 0.143 - END MP 0.503  |
| <b>RAILROAD CROSSING:</b>    | 93020500 PORT OF PALM BEACH TRACKS MP 0.277  |

\* These sheets are included in the index of Roadway Plans only to indicate that they are part of the Roadway Plans. These sheets are contained in a separate digitally signed and sealed documents.

**DEVELOPMENTAL STANDARD PLANS (DSPs):**

D528-001 DIRECTIONAL INDICATOR

**GOVERNING STANDARD PLANS:**

Florida Department of Transportation, FY2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

Standard Plans for Bridge Construction are included in the Structures Plans Component

**GOVERNING STANDARD SPECIFICATIONS:**

Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

**ROADWAY PLANS  
 ENGINEER OF RECORD:**

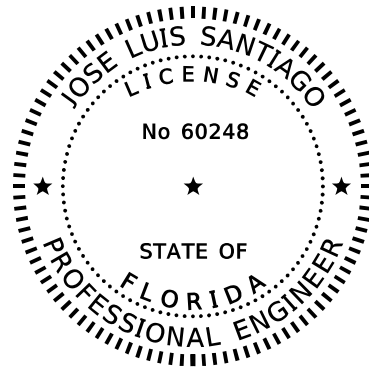
JOSE LUIS SANTIAGO, P.E.  
 P.E. LICENSE NUMBER 60248  
 EXP U.S. SERVICES INC.  
 201 ALHAMBRA CIRCLE SUITE 800  
 CORAL GABLES, FL 33134  
 (786) 801 6360  
 CONTRACT NO.: CA729  
 VENDOR NO.: F460523964-001

**FDOT PROJECT MANAGER:**

DAMARIS WILLIAMS, P.E.

| CONSTRUCTION CONTRACT NO. | FISCAL YEAR | SHEET NO. |
|---------------------------|-------------|-----------|
| T4697                     | 25          | 1         |

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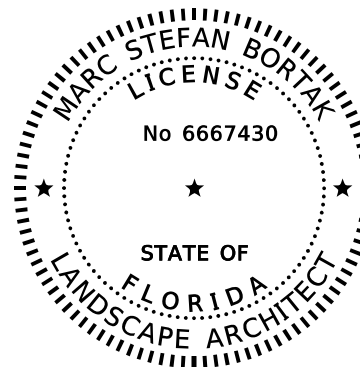
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED IN THE ELECTRONIC DOCUMENTS.

EXP U.S. SERVICES, INC.  
201 ALHAMBRA CIRCLE, SUITE 800  
CORAL GABLES, FLORIDA 33134  
JOSE L. SANTIAGO, P.E. NO. 60248

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

| SHEET NO. | SHEET DESCRIPTION              |
|-----------|--------------------------------|
| 1         | KEY SHEET                      |
| 2         | SIGNATURE SHEET                |
| 3 - 8     | TYPICAL SECTIONS               |
| 9 - 11    | PROJECT CONTROL                |
| 12 - 13   | GENERAL NOTES                  |
| 15 - 44   | ROADWAY PLANS                  |
| 48        | SPECIAL DETAILS                |
| 57 - 64   | TEMPORARY TRAFFIC CONTROL PLAN |



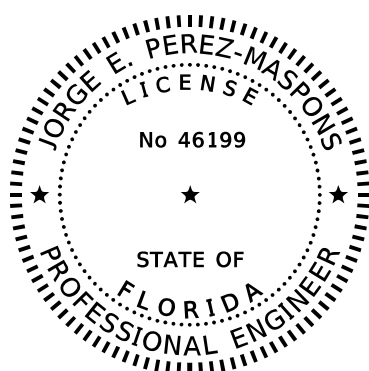
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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METRO CONSULTING GROUP, LLC  
341 N. MAITLAND AVENUE, SUITE 220  
MAITLAND, FL 32751  
MARC STEFAN BORTAK, RLA, CID NO. 6667430

THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

| SHEET NO. | SHEET DESCRIPTION      |
|-----------|------------------------|
| 2         | SIGNATURE SHEET        |
| 14        | GENERAL NOTES          |
| 65        | LANDSCAPE DETAILS      |
| 66 - 69   | TREE DISPOSITION CHART |
| 70 - 97   | TREE DISPOSITION PLAN  |



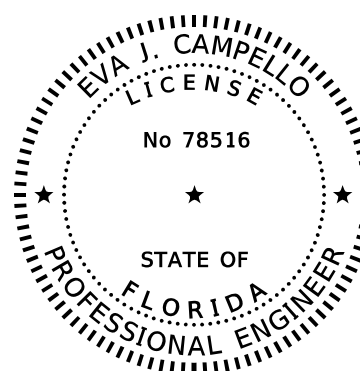
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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PE CONSULTING ENGINEERING, INC.  
14810 SW 97 AVE,  
MIAMI, FL 33176  
JORGE E. PEREZ-MASPONS, P.E. NO. 46199

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

| SHEET NO. | SHEET DESCRIPTION   |
|-----------|---------------------|
| 2         | SIGNATURE SHEET     |
| 49 - 56   | DRAINAGE STRUCTURES |



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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CTS ENGINEERING, LLC  
3230 W COMMERCIAL BLVD., SUITE 220  
FORT LAUDERDALE, FL 33309  
EVA J. CAMPELLO, P.E. NO. 78516

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

| SHEET NO. | SHEET DESCRIPTION       |
|-----------|-------------------------|
| 2         | SIGNATURE SHEET         |
| 45 - 47   | TRAFFIC MONITORING SITE |

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| REVISIONS |             |      |             | ENGINEER OF RECORD  |  | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION |            |                      | SHEET NO. |
|-----------|-------------|------|-------------|---|--|---|------------|----------------------|-----------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 |  | ROAD NO.                                      | COUNTY     | FINANCIAL PROJECT ID |           |
|           |             |      |             |   |  | SR 5  | PALM BEACH | 438386-2-52-01       |           |

**SIGNATURE SHEET**

GENERAL NOTES

Item 10.

1. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

MANUEL G. VERA, P.S.M.

P.S.M. NO: 5291

M.G. VERA & ASSOCIATES, INC.

13960 SW 47TH STREET

MIAMI, FL 33175-3616

CERTIFICATE OF AUTHORIZATION: LB2439

2. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

| 3. UTILITY/AGENCY OWNERS: | COMPANY                                  | CONTACT           | TELEPHONE NUMBERS  |
|---------------------------|--|-------------------|--------------------|
|                           | AT&T DISTRUBUTION                        | RAMNON GARCIA     | 561-236-6730       |
|                           | AVIATION COORDINATOR                     | LAURIE MCSERMOTT  | 954-777-4497       |
|                           | BREEZELINE                               | DANIEL ORTIZ      | 786-720-9869       |
|                           | CITY OF RIVIERA BEACH                    | JOHN ARMSTRONG    | 561-845-3457       |
|                           | CITY OF WEST PALM BEACH                  | LAURA LE          | 561-289-8414       |
|                           | CITY OF WEST PALM BEACH PUBLIC UTILITIES | LAURA LE          | 561-289-8414       |
|                           | COMCAST- PBG                             | STEVEN ROSA       | 561-436-9034       |
|                           | CROWN CASTLE NG                          | DANNY HASKETT     | 786-246-7827       |
|                           | FLORIDA PUBLIC UTILITES                  | IVAN GIBBS        | 561-723-3459       |
|                           | FPL- PALM BEACH                          | RONA SOLOMON      | 561-541-5376       |
|                           | FPL- MARTIN FUEL SUPPLY PIPELINES        | RYAN BALRAM       | 561-400-1329       |
|                           | FPL- EAST FIBER                          | DANIEL PEREZ      | 305-302-9748       |
|                           | FPL- TRANSMISSION                        | MARTIN MIKHAIL    | 561-993-6825       |
|                           | FREIGHT COORDINATION                     | AUTUMN YOUNG      | 954-777-4279       |
|                           | HOTWIRE COMMUNICATIONS                   | WALTER DAVILA     | 954-248-7396       |
|                           | LUMEN                                    | NETWORK RELATIONS | 877-366-8344 X3    |
|                           | MCI- VERIZON                             | DONOVAN CARR      | 954-213-1959       |
|                           | PALM BEACH COUNTY                        | MELLISA ACKERT    | 561-684-4101       |
|                           | PALM BEACH INFORMATION SYSTEM SERVICES   | FEDERICO DUBOIS   | 561-701-7056       |
|                           | PALM BEACH COUNTY SCHOOLS                | MICHAEL OWENS     | 561-882-1938       |
|                           | PALM BEACH COUNTY TRAFFIC OPERATIONS     | DANIEL RODRIGUEZ  | 561-681-4365       |
|                           | PALM BEACH TPA                           | VALERIE NEILSON   | 561-684-4170       |
|                           | PALM TRAN BUS SERVICE                    | ERIN GALLOWAY     | 561-841-4270       |
|                           | RAILROAD COORDINATOR                     | MAURICE BORROWS   | 954-777-4379       |
|                           | RAILROAD COORDINATOR                     | ALEXANDER BARR    | 954-777-4284       |
|                           | SEACOAST UTILITY AUTHORITY               | SCOTT SERRA       | 561-627-2900 X1398 |
|                           | TMR-30 PL (FLORIDA)                      | RYAN BALRAM       | 561-400-1329       |
|                           | TOWN OF LAKE PARK                        | JAIME MORALES     | 561-881-3345 X648  |
|                           | WINDSTREAM COMMUNICATION                 | BILLY MCCAY       | 404-985-7121       |

4. THIS PROJECT IS LOCATED WITHIN 10 NAUTICAL MILES FROM THE AIRPORT.

5. THERE IS A POTENTIAL GROUNDWATER CONTAMINATION ADJACENT TO THE PROJECT CORRIDOR. POTENTIALLY CONTAMINATED AREAS MUST BE TREATED AS IDENTIFIED AREAS OF CONTAMINATION. IF DEWATERING METHODS ARE EMPLOYED, CONTAMINATION IMPACTS MAY OCCUR AT APPROXIMATELY STA 131+00 TO 132+00.

6. ALL STATIONS ARE BASED ON THE CL UNLESS OTHERWISE STATED.

7. APPLY APPROVED PRODUCTS LIST (APL) MATERIAL (PREDOMINANTLY HORIZONTAL SURFACE) FOR CONCRETE REPAIR SHOWN ON PLAN TO CORRECT ANY SLOPE BREAKS AT CONNECTION OF THE PROPOSED AND EXISTING SIDEWALK. RESULTANT SLOPES NOT TO EXCEED 2%. DO NOT REMOVE MORE THAN 1" OF EXISTING CONCRETE SIDEWALK.

8. INLET PROTECTION SYSTEM MUST BE PROVIDED AT ALL CURB INLETS.

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| REVISIONS |             |      |             | ENGINEER OF RECORD  | STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |            |                      | SHEET NO. |
|-----------|-------------|------|-------------|---|--|------------|----------------------|-----------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION |   | ROAD NO.   | COUNTY     | FINANCIAL PROJECT ID |           |
|           |             |      |             | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 | SR 5   | PALM BEACH | 438386-2-52-01       | 12        |

GENERAL NOTES

9. CONTRACTOR TO COORDINATE WITH CITY OF RIVIERA BEACH FOR BENCHES AT 166+25 RT AND 167+40 RT FOR REMOVAL AND REPLACEMENT IN KIND AFTER CONSTRUCTION IS COMPLETED.  
 CITY ENGINEER: TERRENCE BAILEY CONTACT: 561-845-4080

UTILITY LEGEND

- |   |  |
|---|--|
| <p>A STORM SEWER MH TO BE ADJUSTED BY FDOT<br/>                 B CITY OF RIVIERA BEACH WATER VALVE TO BE ADJUSTED BY FDOT<br/>                 C CITY OF RIVIERA BEACH WATER MANHOLE TO BE ADJUSTED BY FDOT<br/>                 D CITY OF RIVIERA BEACH SANITARY SEWER MH TO BE ADJUSTED BY FDOT<br/>                 E CITY OF RIVIERA BEACH WATER METER TO BE ADJUSTED BY FDOT<br/>                 F CITY OF WEST PALM BEACH WATER VALVE TO BE ADJUSTED BY FDOT<br/>                 G FPL MH TO BE ADJUSTED BY FPL<br/>                 H AT&amp;T MH TO BE ADJUSTED BY AT&amp;T<br/>                 I CITY OF RIVIERA BEACH WATER METER TO BE RELOCATED BY FDOT<br/>                 J CITY OF RIVIERA BEACH WATER VALVE TO BE RELOCATED BY FDOT<br/>                 K STORM SEWER MH TO BE RELOCATED BY FDOT<br/>                 L TRAFFIC SIGNAL PULLBOX TO BE ADJUSTED BY FDOT</p> | <p>M STREET LIGHTING PULLBOX TO BE ADJUSTED BY FDOT<br/>                 N CROWN CASTLE PULLBOX TO BE REMOVED BY CROWN CASTLE<br/>                 O CROWN CASTLE PULLBOX TO BE ADJUSTED BY CROWN CASTLE<br/>                 P ELECTRICAL PULLBOX TO BE ADJUSTED BY FDOT<br/>                 Q CITY OF WEST PALM BEACH FIRE HYDRANT TO BE RELOCATED BY FDOT<br/>                 R CITY OF WEST PALM BEACH WATER MH TO BE ADJUSTED BY FDOT<br/>                 T CITY OF WEST PALM BEACH SANITARY MH TO BE ADJUSTED BY FDOT<br/>                 U WATER VALVE TO BE ADJUSTED BY SEACOAST UTILITY AUTHORITY<br/>                 V WATER METER TO BE ADJUSTED BY SEACOAST UTILITY AUTHORITY<br/>                 Y CITY OF RIVIERA BEACH IRRIGATION LINE TO BE CAPPED BY FDOT<br/>                 Z CITY OF RIVIERA BEACH DIP TO BE RELOCATED BY FDOT<br/>                 AA IRRIGATION CONTROL VALVE TO BE RELOCATED BY FDOT</p> |
|---|--|

FPL TRANSMISSION NOTES:

1. MAINTAIN CLEARANCES AS REQUIRED BY OSHA, WHEN WORKING IN THE PROXIMITY OF FPL'S HIGH VOLTAGE TRANSMISSION CONDUCTORS & OWNER VOLTAGE DISTRIBUTION CONDUCTIONS.
2. MAINTAIN ACCESS TO ALL FPL FACILITIES AT ALL TIMES DURING CONSTRUCTION.
3. ALL EXISTING FACILITIES MUST REMAIN ENERGIZED DURING ROAD CONSTRUCTION.

RAILROAD NOTES:

1. PORT OF PALM BEACH- MAIN POINTS OF CONTACT

PORT RAIL PHONE (DISPATCH)- ON DUTY ENGINEER- 561-308-9525  
 ALAN FAWCETT- TRAIN MASTER- 561-346-9119  
 KEITH LEGGETT- ASSISTANT DIRECTOR OF OPERATIONS- 561-383-4190

2. CONTRACTOR MUST STOP WORK UNDERNEATH THE BRIDGE DURING ANY TRAIN MOVEMENTS WITHIN THE PORT OF PALM BEACH PROPERTY.
3. CONTRACTOR TO EXERCISE CAUTION AROUND EXISTING LIGHTS, CAMERAS AND CONDUITS OWNED BY THE PORT OF PALM BEACH.
4. CONTRACTOR MUST HAVE TWIC IDENTIFICATION TO BE PROVIDED BY THE DEPARTMENT OF HOMELAND SECURITY. IF THE TWIC IDENTIFICATION IS NOT OBTAINED, AN ESCORT WILL BE REQUIRED WITH A REQUIRED TARIFF.
5. CONTRACTOR IS LIMITED TO NIGHT WORK ONLY FROM 7:00 PM TO 5:00 AM, MONDAY THRU SUNDAY WITHIN THE PORT OF PALM BEACH PROPERTY.
6. CONTRACTOR IS DIRECTED TO COORDINATE DIRECTLY WITH TROPICAL SHIPPING FOR THE REMOVAL OF THEIR EQUIPMENT STORED UNDER THE BRIDGE IN CONFLICT WITH THE PROPOSED WORK PRIOR TO CONSTRUCTION.  
 TROPICAL SHIPPING- CLAUDE CLEVINGER- 561-215-9122 (EMAIL ADDRESS: CCLEVINGER@TROPICAL.COM)
7. THE PORT OF PALM BEACH MUST PROVIDE FLAGS AND SIGNAGE DURING CONSTRUCTION AND CONTROL ALL TRAIN MOVEMENTS WITHIN THE PORT OF PALM BEACH PROPERTY.

PAY ITEM NOTES:

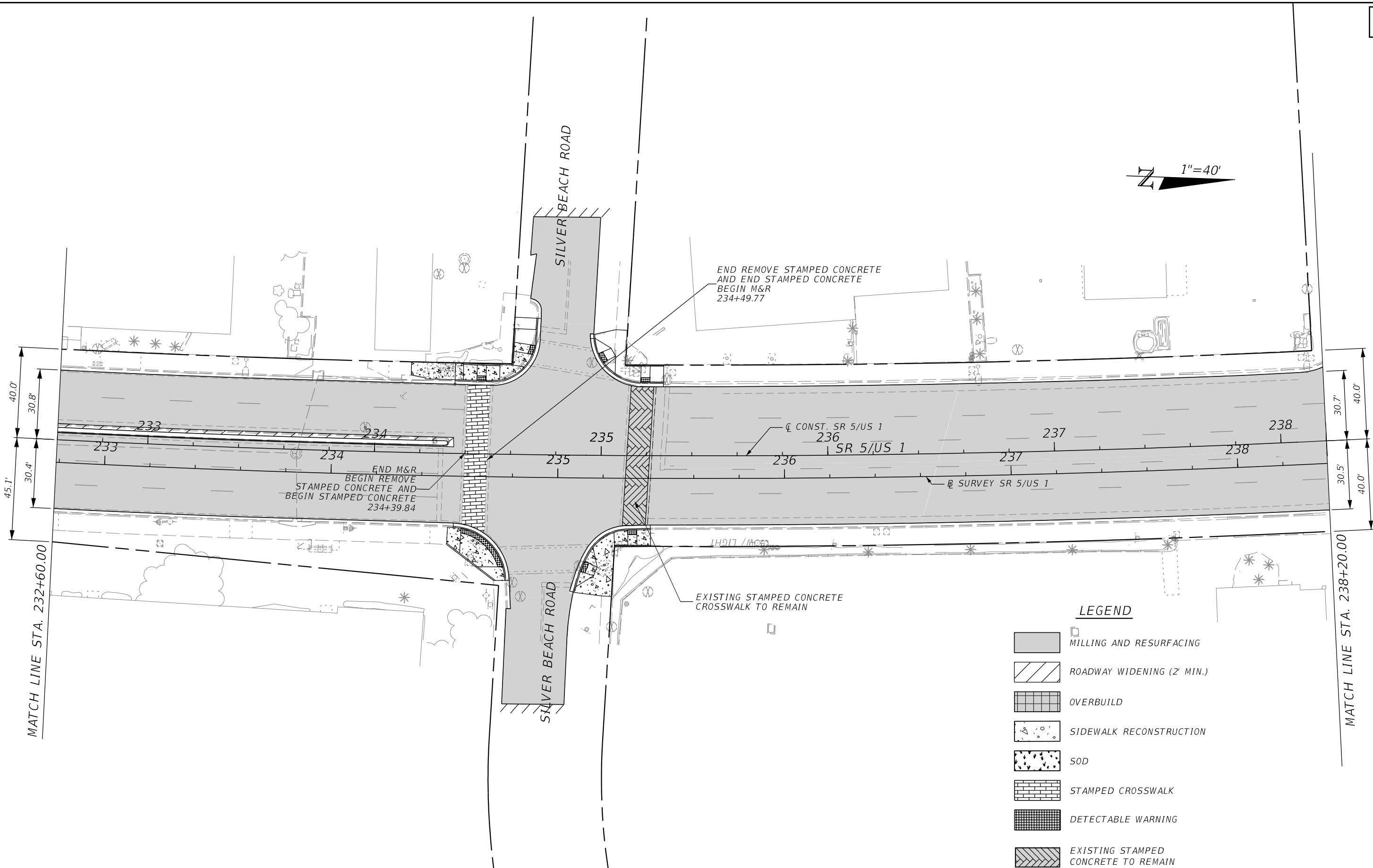
PAY ITEM 0431-1530 PIPE LINER SLIPLINING 30 INCHES:  
 INCLUDES ANY FLOWABLE FILL AND PIPE CLEANING NEEDED AS INCIDENTAL TO THE WORK.

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| REVISIONS |             |      |             | ENGINEER OF RECORD  | STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |        |                      | GENERAL NOTES | SHEET NO. |
|-----------|-------------|------|-------------|---|--|--------|----------------------|---------------|-----------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 | ROAD NO.   | COUNTY | FINANCIAL PROJECT ID |               | 13        |
|           |             |      |             |   |  | SR 5   | PALM BEACH           |               |           |





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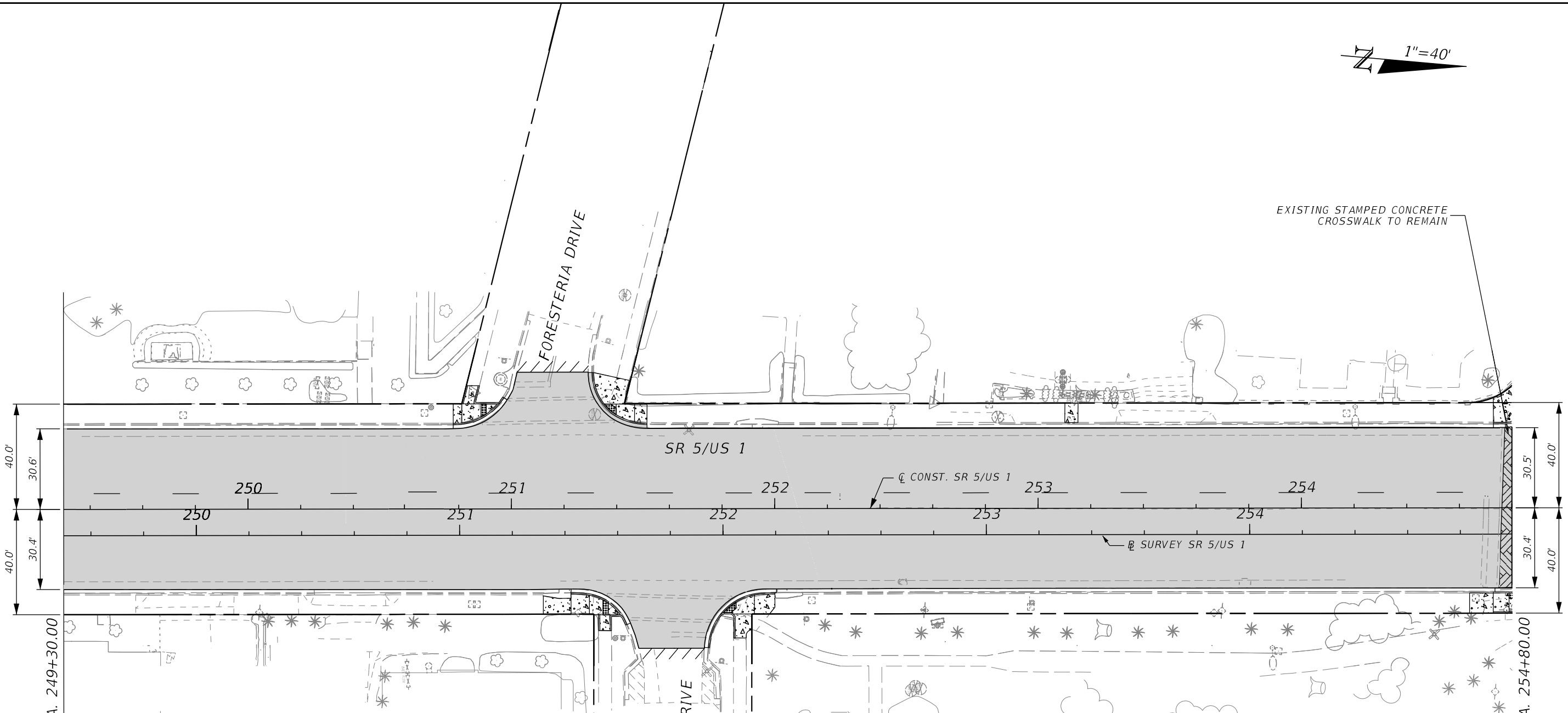
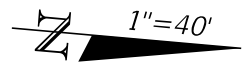
| REVISIONS |             |      |             |
|-----------|-------------|------|-------------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION |
|           |             |      |             |

**ENGINEER OF RECORD**  
 JOSE LUIS SANTIAGO, P.E.  
 LICENSE NUMBER 60248  
 EXP U.S. SERVICE INC.  
 201 ALHAMBRA CIR. - SUITE 800  
 CORAL GABLES, FLORIDA - 33134



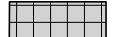

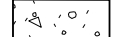


| STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |            |                      |
|--|------------|----------------------|
| ROAD NO.   | COUNTY     | FINANCIAL PROJECT ID |
| SR 5   | PALM BEACH | 438386-2-52-01       |

**ROADWAY PLAN**

**SHEET NO.**  
34



**LEGEND**

-  MILLING AND RESURFACING
-  ROADWAY RECONSTRUCTION
-  OVERBUILD
-  SOD
-  SIDEWALK RECONSTRUCTION
-  DETECTABLE WARNING
-  EXISTING STAMPED CONCRETE TO REMAIN

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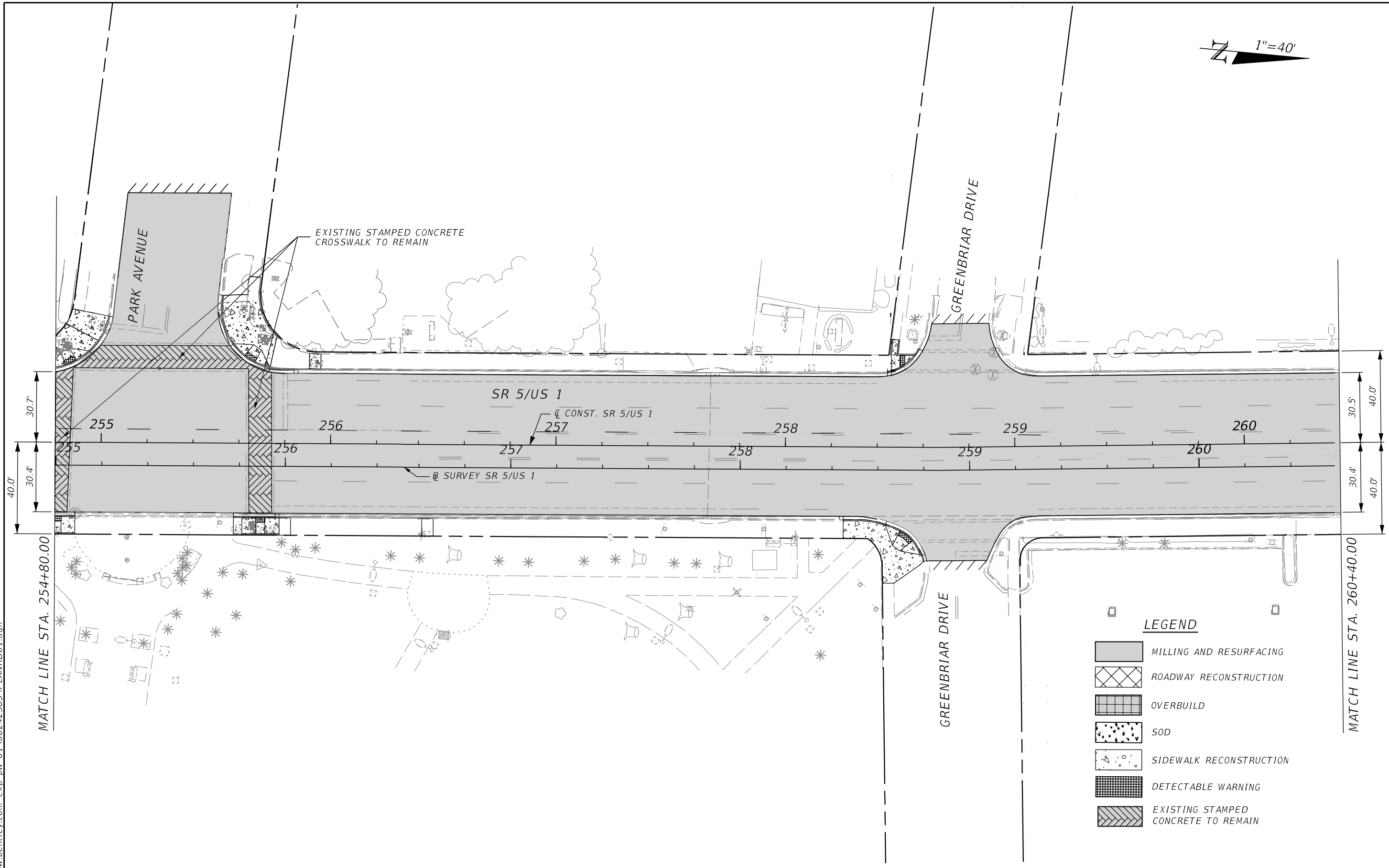
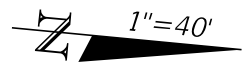
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| DATE      | DESCRIPTION | DATE | DESCRIPTION |
|           |             |      |             |

ENGINEER OF RECORD  
 JOSE LUIS SANTIAGO, P.E.  
 LICENSE NUMBER 60248  
 EXP U.S. SERVICE INC.  
 201 ALHAMBRA CIR. - SUITE 800  
 CORAL GABLES, FLORIDA - 33134

|  |            |                      |
|--|------------|----------------------|
| STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |            |                      |
| ROAD NO.   | COUNTY     | FINANCIAL PROJECT ID |
| SR 5   | PALM BEACH | 438386-2-52-01       |

**ROADWAY PLAN**

SHEET NO.  
37



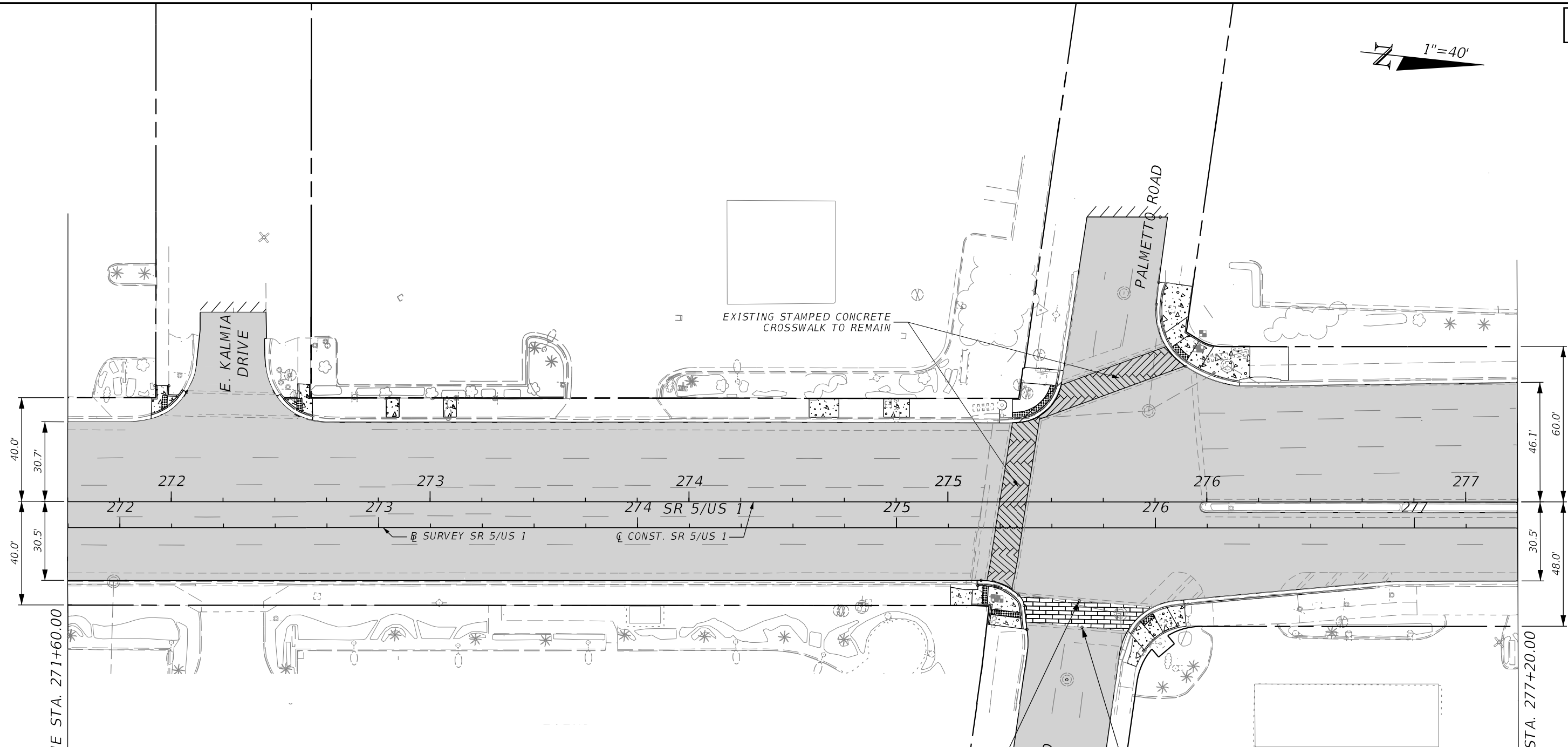
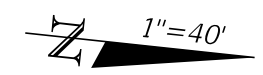
**LEGEND**

|  |                                     |
|--|-------------------------------------|
|  | MILLING AND RESURFACING             |
|  | ROADWAY RECONSTRUCTION              |
|  | OVERBUILD                           |
|  | SOD                                 |
|  | SIDEWALK RECONSTRUCTION             |
|  | DETECTABLE WARNING                  |
|  | EXISTING STAMPED CONCRETE TO REMAIN |


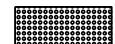
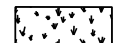
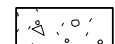
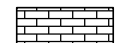

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| <table border="1"> <thead> <tr> <th colspan="2">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table> |             |   |          | REVISIONS |                      | DATE | DESCRIPTION |                |  | <b>ENGINEER OF RECORD</b><br>JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 |  | <b>STATE OF FLORIDA</b><br><b>DEPARTMENT OF TRANSPORTATION</b> |  | <h1>ROADWAY PLAN</h1> | SHEET NO.<br><br><b>38</b> |
|--|-------------|---|----------|-----------|----------------------|------|-------------|----------------|--|--|--|--|--|-----------------------|----------------------------|
| REVISIONS  |             |   |          |           |                      |      |             |                |  |  |  |  |  |                       |                            |
| DATE   | DESCRIPTION |   |          |           |                      |      |             |                |  |  |  |  |  |                       |                            |
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|  |             | <table border="1"> <tr> <th>ROAD NO.</th> <th>COUNTY</th> <th>FINANCIAL PROJECT ID</th> </tr> <tr> <td>SR 5</td> <td>PALM BEACH</td> <td>438386-2-52-01</td> </tr> </table> | ROAD NO. | COUNTY    | FINANCIAL PROJECT ID | SR 5 | PALM BEACH  | 438386-2-52-01 |  |  |  |  |  |                       |                            |
| ROAD NO.   | COUNTY      | FINANCIAL PROJECT ID  |          |           |                      |      |             |                |  |  |  |  |  |                       |                            |
| SR 5   | PALM BEACH  | 438386-2-52-01  |          |           |                      |      |             |                |  |  |  |  |  |                       |                            |
|  |             |   |          | 341       |                      |      |             |                |  |  |  |  |  |                       |                            |



**LEGEND**

-  MILLING AND RESURFACING
-  DETECTABLE WARNING
-  SOD
-  SIDEWALK RECONSTRUCTION
-  STAMPED CROSSWALK
-  EXISTING STAMPED CONCRETE TO REMAIN

END M&R  
BEGIN STAMPED CONCRETE  
275+50.75, 38.11' RT.

BEGIN M&R  
END STAMPED CONCRETE  
275+51.83 48.37' RT.

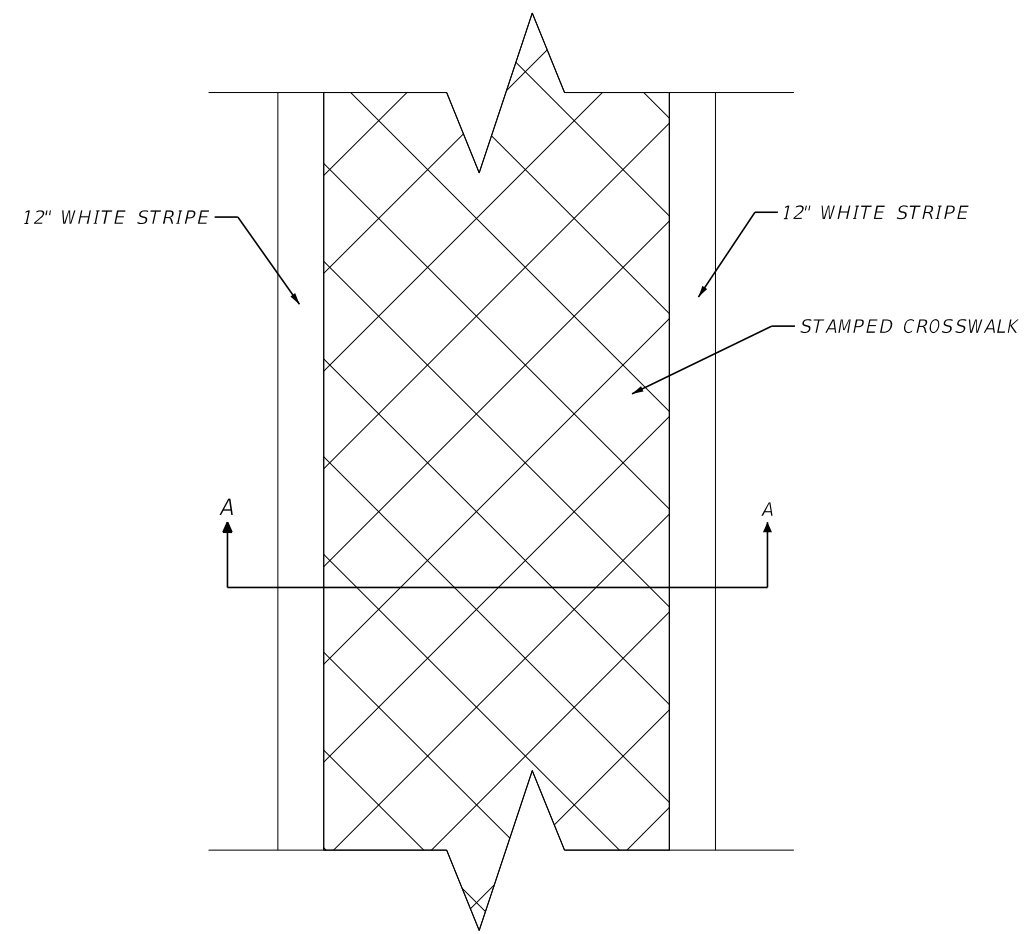
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**ROADWAY PLAN**

# STAMPED CROSSWALKS DETAIL



**NOTES:**

REFER TO ROADWAY AND SIGNING & MARKING PLANS FOR CROSSWALK LOCATIONS AND LAYOUT.

PATTERN TOOL MUST BE CLOSED TOP TO IMPRINT SURFACE TEXTURE AND TO CONTROL JOINT DEPTH. JOINT DEPTH NOT TO EXCEED 1/2".

XYLENE BASED, ACRYLIC COPOLYMER SEALER WITH 20% SOLIDS TO BE USED AS FINAL TREATMENT. PATTERNED CONCRETE MUST BE SEALED WITH ONE COAT OF PATTERNED CONCRETE SEAL. PRODUCT MUST BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

PRIOR TO INSTALLATION OF THE PATTERNED ASPHALT THE CONTRACTOR MUST PROVIDE A 8' x 8' MOCK UP AT THE JOBSITE FOR EACH PATTERN TO BE USED. ENGINEER MUST APPROVE COLOR, TEXTURE, AND WORKMANSHIP OF THE MOCK-UP THEN RETAIN AS A STANDARD FOR JUDGING COMPLETED WORK.

THE COLORING MUST BE CONSISTENT THROUGHOUT.

THE SURFACE VARIATIONS MUST NOT BE MORE THAN 1/4" UNDER A 10 FOOT STRAIGHT EDGE, NOR MORE THEN 1/8th INCH ON A 5 FOOT TRANSVERSE SECTION. THE EDGE OF THE CONCRETE MUST BE CAREFULLY FINISHED WITH AN EDGING TOOL HAVING A RADIUS OF 5/8INCH.

COLOR AND PATTERN ARE REPRESENTATIVE OF THE CHOSEN ALTERNATIVE APPROVED BY THE TOWN OR CITY. SIMILAR PATTERNS AND COLORS MAY BE CHOSEN PENDING FINAL APPROVAL BY THE TOWN OR THE CITY PRIOR TO CONSTRUCTION OF MOCK-UP. APPLY AN EVEN APPLICATION OF COLOR HARDENER TO THE CONCRETE SURFACE ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS. A MINIMUM OF TWO APPLICATIONS MUST BE REQUIRED. FLOAT AFTER EACH APPLICATION.

BEFORE PATTERN CONCRETE TOOLS ARE APPLIED TO THE CONCRETE SURFACE APPLY PATTERNED CONCRETE RELEASE AGENT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. WHILE CONCRETE IS STILL IN ITS PLASTIC STATE, APPLY THE DESIRED PATTERNED CONCRETE TOOL PATTERN TO THE SURFACE OF THE CONCRETE.

TOOLS MUST BE PROMPTLY TAMPED INTO THE SURFACE TO ACHIEVE THE DESIRED TEXTURE.

TRANSVERSE JOINTS MUST BE CUT AT ALL EDGE AND LANE LINES EXCEPT WHEN SUCH A JOINT WILL CREATE A SLAB SECTION LESS THEN 10'. THE JOINTS MUST BE 1/4 THE DEPTH OF THE SLAB AND SEALED.

TOWN OF LAKE PARK  
CONCRETE CROSSWALKS

INTERSECTIONS:

SILVER BEACH RD  
PALMETTO RD

PATTERN:

LIMESTONE TEXTURED  
RUNNING BOND

COLOR:

TOFFEE

CITY OF RIVIERA BEACH  
ASPHALT CROSSWALKS

INTERSECTIONS:

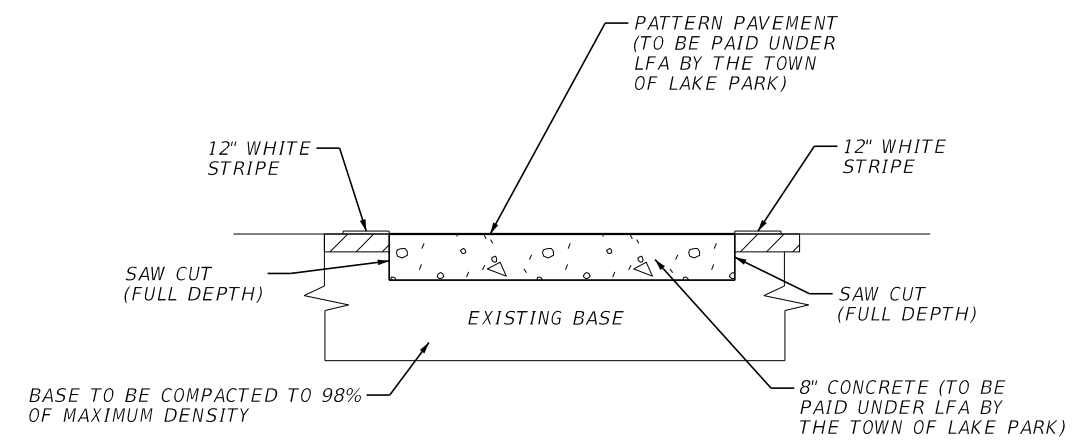
W 13TH ST  
W 22ND ST  
BLUE HERON BLVD

PATTERN:

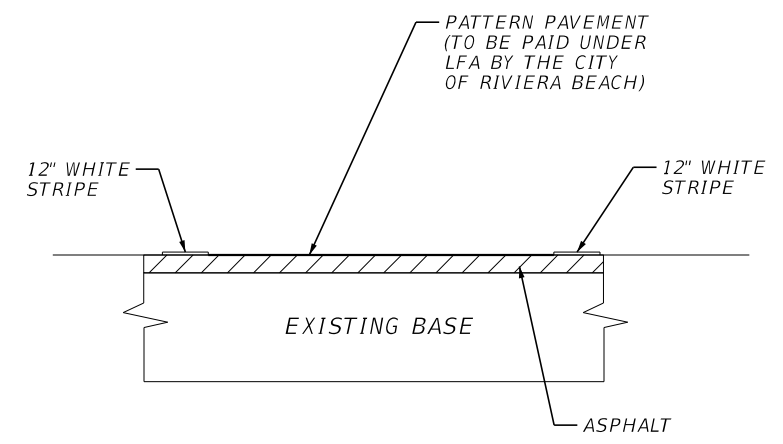
DIAGONAL HERRINGBONE

COLOR:

RUBY RED



**SECTION A - A  
CONCRETE**



**SECTION A - A  
ASPHALT**

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|------------------------|-------------|------|-------------|---|--|------------|----------------------|-----------|
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|                        |             |      |             | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 | SR 5   | PALM BEACH | 438386-2-52-01       | 48        |
| <b>SPECIAL DETAILS</b> |             |      |             |   |  |            |                      |           |

SECTION: 93020000 / 9304000  
 PERMIT: 438386-2-52-01  
 COUNTY: Palm Beach  
 STATE RD: 5

### EXHIBIT C

#### APPROXIMATE COST FOR HARDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

| ITEM # | ITEM                                | QNTY | UNIT | UNIT PRICE | COST        | COMMENT    |
|--------|-------------------------------------|------|------|------------|-------------|------------|
| 523-3  | Patterned Pavement, Vehicular Areas | 135  | SY   | \$ 191.40  | \$25,839.00 | Crosswalks |

\*Amounts are approximate and include contingencies

#### ANTICIPATED TERMS OF A SEPARATE AGREEMENT

|      |  |             |
|------|--|-------------|
| I.   | <b>FDOT PARTICIPATION:</b>                               | \$ 0.00     |
| II.  | <b>AGENCY PARTICIPATION:</b><br>(Via Separate Agreement) | \$25,839.00 |
| III. | <b>APPROXIMATE HARDSCAPE IMPROVEMENT COST:</b>           | \$25,839.00 |



SECTION: 93020000 / 9304000  
 PERMIT: 438386-2-52-01  
 COUNTY: Palm Beach  
 STATE RD: 5

## EXHIBIT D

### PATTERNED PAVEMENT MAINTENANCE

This Exhibit forms an integral part of the MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

"Maintenance" of all patterned pavement crosswalks in these Agreements shall be defined, at a minimum, to include its frictional characteristics and integrity as follows:

1. Within 60 days of project acceptance by the Department, all lanes of each patterned crosswalk shall be evaluated for surface friction. The friction test shall be conducted in accordance with *\*FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements)* using either a Locked Wheel Friction Tester or Dynamic Friction Tester. **All costs for friction testing are the responsibility of the AGENCY.**
2. The initial friction resistance shall be at least **35** obtained at 40 mph with a ribbed tire test (FN40R) or equivalent (see FM 5-592). Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. The AGENCY is responsible for all costs associated with the removal and replacement of the crosswalk. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Approved Products List (APL) or replaced with conventional pavement.
3. Approximately **one year** after project acceptance and **every two years** thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance in accordance with **ASTM E274** or **ASTM E1911**. Friction resistance shall, at a minimum, have a FN40R value of **30** (or equivalent).
4. The results of all friction tests shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center (Palm Beach Operations, 7900 Forest Hill Blvd., West Palm Beach, FL 33413, (561)432-4966) with a cover letter either certifying that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.
5. Failure to achieve the minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the Department determines that more than 50% of the lanes in the

- intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL or replaced with conventional pavement.
6. When remedial action is required in accordance with the above requirements, the local agency shall complete all necessary repairs at its own expense within 90 days of the date when the deficiency was identified. No more than two full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.
  7. The Department will not be responsible for replacing the treatment following any construction activities by the Department in the vicinity of the treatment, or any costs for testing.
  8. Should the local agency fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the Department reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the local agency for this cost.

**\*FM 5-592:**

<https://www.fdot.gov/materials/administration/resources/library/publications/fstm/bynumber.shtm>

**SECTION:** 93020000 / 9304000  
**PERMIT:** 438386-2-52-01  
**COUNTY:** Palm Beach  
**STATE RD:** 5

**EXHIBIT E**

**RESOLUTION**

This Exhibit forms an integral part of the HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

*Please see attached*

*(Will be provided by City)*



# **Project Outstanding Needs within the Town of Lake Park**

**From Silver Beach Road to Palmetto Drive  
for**

**Mobility Improvements Project FM 438386-2**

**State Road (SR) 5/US-1 from 59 Street to State Road  
850/Northlake Boulevard**

# Agenda

- 1. Locally Funded Agreement (LFA) and corresponding Maintenance Agreements (MMOA)**
- 2. Resolution of Support for Access Management Plan**
- 3. Deadline**
- 4. Questions and Answers**

# **1. Locally Funded Agreement (LFA) and corresponding Maintenance Agreements (MMOA)**

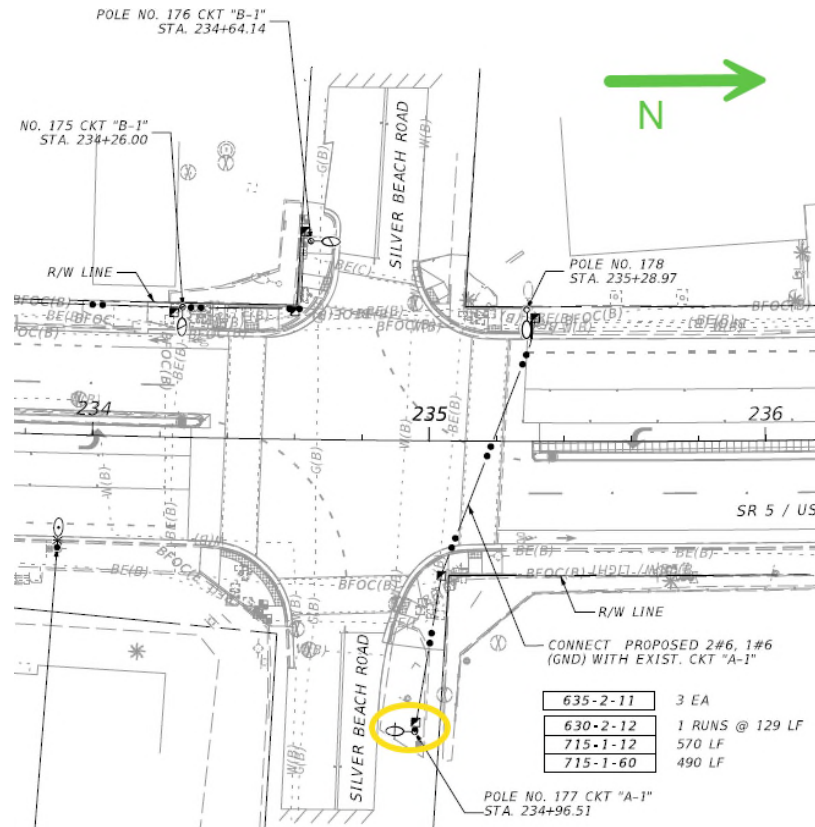


# Decorative Light Pole

## LFA covers One New Decorative Light Pole

At NE Corner of Silver Beach Road and US-1

Light pole supplements intersection lighting for pedestrian crossing on east leg



# Decorative Light Pole Maintenance

**Lighting MMOA covers all existing and proposed decorative light poles within the Town of Lake Park**

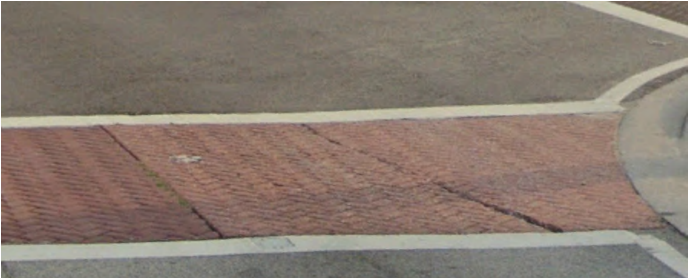
From Silver Beach Road to Palmetto Drive



# Decorative Crosswalk Restoration and Maintenance

## LFA covers Two Crossing Restorations

- At South Leg of Silver Beach Road
- At East Leg of Palmetto Drive



## Hardscape MMOA covers 3 signalized intersections



- Silver Beach Road and US-1
- Park Ave and US-1
- Palmetto Drive and US-1



## **2. Resolution of Support for Access Management Plan**

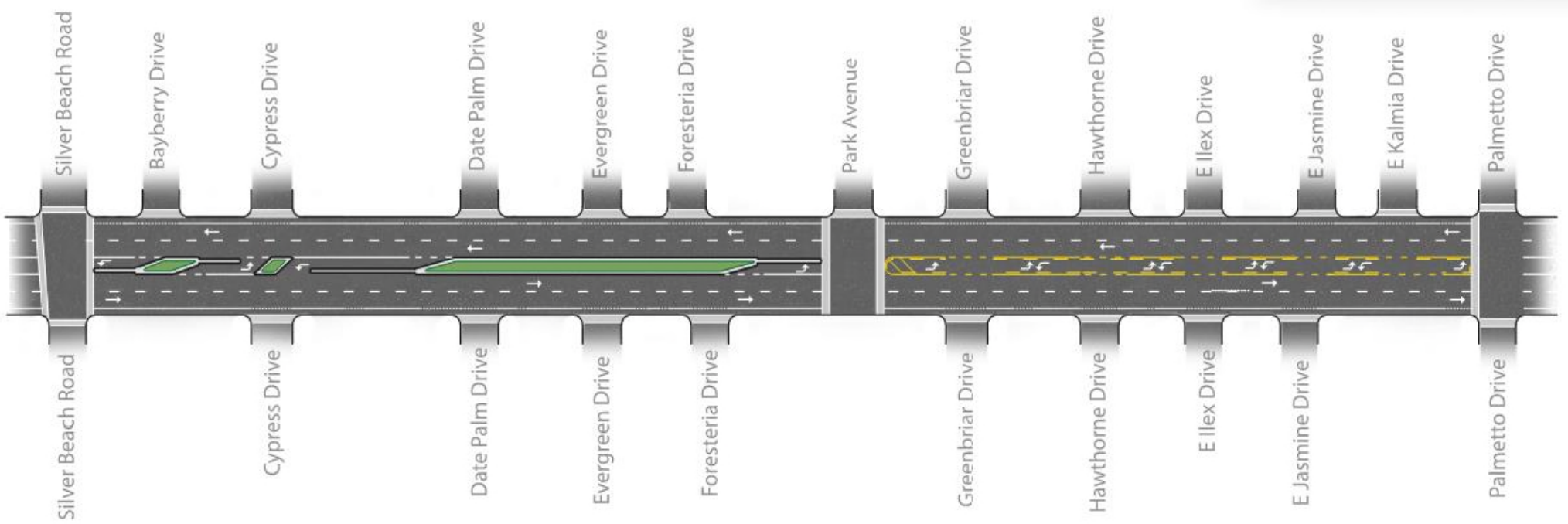


# Access Management Plan Option 1

Item 10.

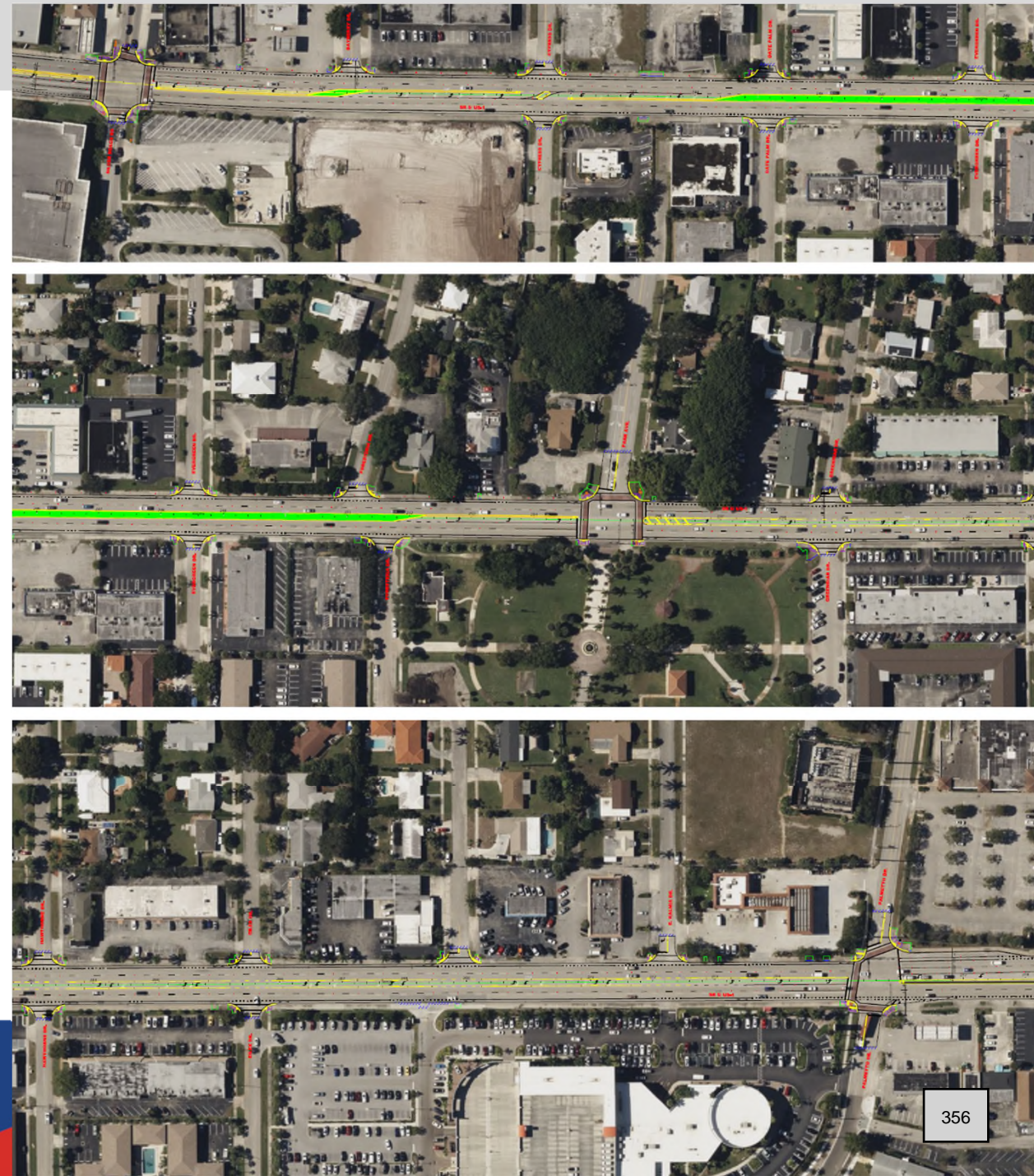


Proposed Medians



# Access Management Plan Option 1

Item 10.



AMP 1 not reflected in  
Resolution of Support  
language  
Nor in current plans



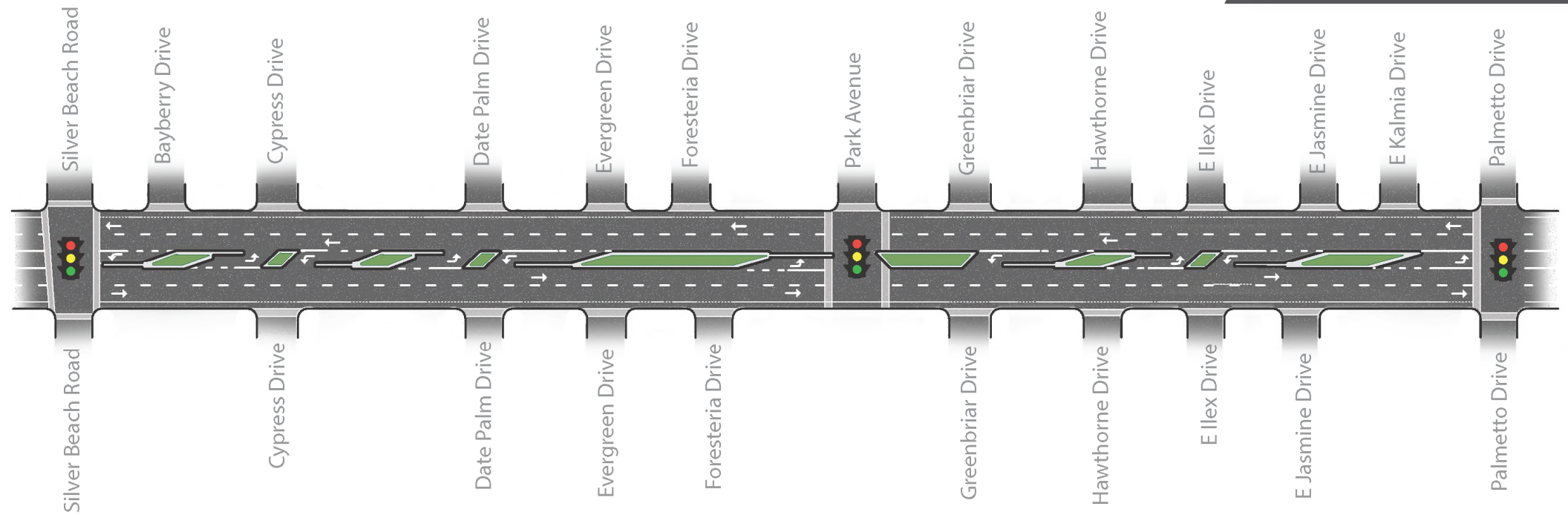


# Access Management Plan Option 2

Item 10.



Proposed Medians

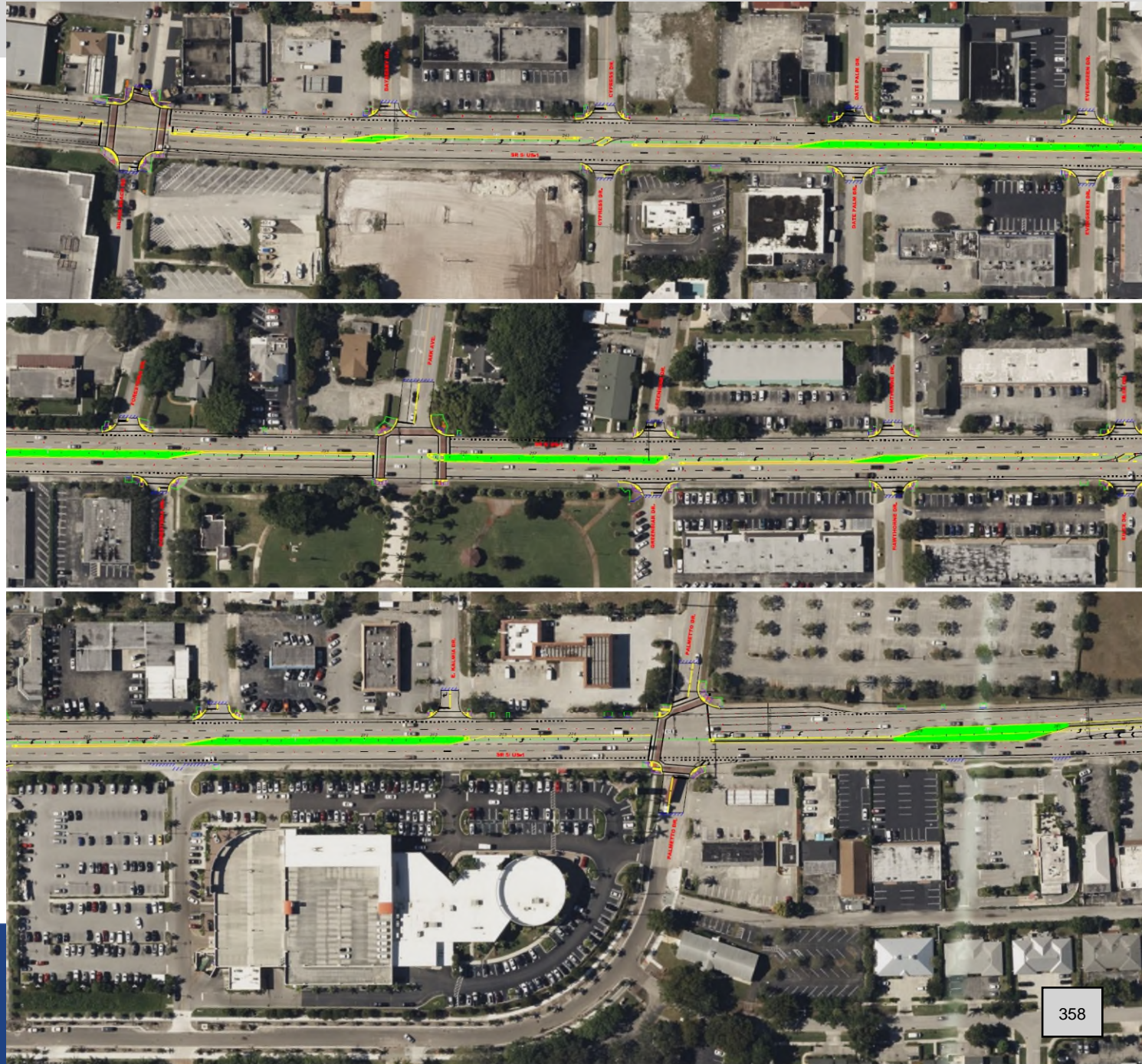




# Access Management Plan Option 2

Item 10.

AMP 2 reflected in  
Resolution of  
Support language  
and current plans



# 3. Deadline

# Deadline

**September 2, 2024 is a courtesy extension provided in lieu of previous deadline of July 1, 2024.**

FDOT needs the following documents signed and executed by new deadline:

1. LFA and Two MMOAs
2. Resolution of Support
3. Escrow Agreement (related to LFA)

After deadline passes without executed agreements, the following changes are made to the plans

1. LFA and Two MMOAs
  - \* Proposed Light pole becomes a standard FDOT pole
  - \* All crosswalks at 3 intersections will be paved over
2. Resolution of Support
  - Median proposed from Silver Beach Road and Palmetto Drive will remain as a continuous dual left turn lane as it is today

# 4. Questions and Answers





**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: July 17, 2024**

**Agenda Item No.**

**Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LOCALLY FUNDED AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.**

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE
- NEW BUSINESS**
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

**Bambi McKibbon-Turner**

Digitally signed by Bambi McKibbon-Turner  
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=bturner@lakeparkflorida.gov, c=US  
 Date: 2024.07.11 13:29:37 -0400'

**Approved by Town Manager** Turner  
**Nadia Di Tommaso / Community Development Director**

**Date:**

|   |  |   |
|---|--|---|
| <p><b>Originating Department:</b></p> <p>Town Manager/Public Works/Community Development</p>                        | <p>Costs: <b>Not-to-exceed \$76,156 (for the lighting and crosswalk components)</b></p> <p>Funding Source: <b>Discretionary Surtax</b></p> <p>Acct: # <b>301-63100</b></p> <p><input type="checkbox"/> Finance <u>Jeff DaSilva</u></p> | <p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>➔ Resolution and Exhibits A and B</li> <li>➔ FDOT Presentation</li> </ul> |
| <p><b>Advertised:</b></p> <p>Date:</p> <p>Paper:</p> <p><input checked="" type="checkbox"/> <b>Not Required</b></p> | <p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>  | <p>Yes I have notified everyone OR Not applicable in this case <u> <b>ND</b> </u></p> <p><b>Please initial one.</b></p>                     |

**Summary Explanation/Background:**

**In follow-up to the discussions at the June 12, 2024 Town Commission meeting, when the FDOT agenda items were postponed to a future meeting, The Town Manager’s Office, Public Works Department and Community Development Department met with the FDOT team to discuss the US-1 project that was previously presented to the Town Commission. Follow-up discussions were also held with the car dealership (Earl Stewart Toyota). It has been confirmed that that the dealership can educate their carriers on utilizing a northbound route from Blue Heron so that they have access into their dealership without needing to utilize Lake Shore Drive. In addition, vehicular access to their service center by customers is made possible using three access points, E. Ilex, Palmetto, and opposite of E. Kalmia (on the**



dealership side) with some additional directional signage that may be required. In light of these discussions, the FDOT proposed medians are being left as-is. The associated maintenance agreements and local funding agreement are also being revised to include concrete crosswalks per the Commission's request. These items are coming back to the Commission (individual meetings between the Commission and Staff were also coordinated to further explain the nature of the project and the need for the medians). Updates were also provided to the Town Commission through Town Manager comments at the July 3 meeting and there was agreement in that the Town should not settle for the elimination of medians between Park Avenue and Palmetto and that working with the dealership on their circulation options as detailed hereinabove, is preferred.

---

As the Town Commission may recall, streetscape plans for the US-1 corridor were adopted as part of the Land Development Regulations for the Federal Highway Mixed Use District Overlay (FHMUDO) back in 2017. In follow-up to that adoption, the Palm Beach County Transportation Planning Authority (TPA) and the Federal Department of Transportation (FDOT) were working on a Mobility Improvement Project named the "State Road (SR) 5/US-1 from 59<sup>th</sup> Street to State Road 850/Northlake Boulevard". This overall area includes the Town's portion of US-1 from Silver Beach Road to Palmetto Drive. Since this project's inception several years ago, the Town held a public workshop in August 2019 to initiate discussions with the Commission and the FHMUDO property owners (who were invited by direct mail) on the proposed roadway/median improvements. The Town Manager's Office, Community Development and Public Works, also held several follow-up discussions with FDOT geared towards making sure FDOT was aware of all our pending redevelopment plans for the corridor; was aware of the Town's desire to incorporate landscape medians along the corridor; and was aware of the need to maximize traffic circulation at the southern and northern areas of the corridor, particularly around Bayberry/Cypress and Ilex in order to accommodate the traffic movements in those areas. The Town also worked closely with the Earl Stewart Toyota dealership in order to ensure the final design would allow for adequate circulation and access within their site, rather than having to rely on Lake Shore Drive which is prohibited.

FDOT also held a public workshop last year at Town Hall, for which they notified everyone per their public outreach requirements for this type of mobility project. In follow-up to the Staff and Commission discussions and public input received, FDOT finalized their plans.

The scope of work and proposed Improvements, along with the project schedule and costs are included in FDOT's enclosed presentation. Since the scope of work includes lighting as well, a Lighting Maintenance Memorandum Agreement is required. Since landscaping and crosswalks are also included, a Landscape(Crosswalks) Maintenance Memorandum Agreement is also required. Both the decorative lighting (one pole) and the stamped crosswalk improvements come at an added cost for which the Town Manager has agreed to contribute in order to ensure these improvements are made. The total cost for these improvements is a not-to-exceed amount of \$76,156.00. A separate Local Funding Agreement is required by FDOT for this amount. In addition, the Town expressed an interest in incorporating additional plantings in the median other than just sod, and FDOT acknowledged that these will also be programmed separately.

In summary, given that the final design is ready pursuant to the prior discussions and input received, FDOT is ready to move forward with construction and requires the following Resolutions from the Town in order to remain on schedule:

- Resolution of Support for the Roadway Plans
- Resolution approving the Maintenance Memorandum Agreement for the Lighting
- Resolution approving the Maintenance Memorandum Agreement for the Landscape (Crosswalks)
- **Resolution approving the Local Funding Agreement for the not-to-exceed amount of \$76,156 - (THIS AGENDA ITEM)**

All of the Resolutions and agreements have been reviewed and approved by town counsel.

***\*\*THERE ARE FOUR SEPARATE AGENDA ITEMS (i.e. Resolutions) associated with this same project for Commission consideration\*\****

**Recommended Motion: I move to APPROVE Resolution \_-06-24.**

**RESOLUTION NUMBER 52-07-24****A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LOCALLY FUNDED AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the Town of Lake Park, Florida (TOWN) is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes, and the Florida Constitution; and

**WHEREAS**, the Florida Department of Transportation (DEPARTMENT) will be performing certain construction work along SR-5/US-1 from 59th Street to SR-850/Northlake Blvd. in Palm Beach County, Florida. (the construction), which has been funded in Fiscal Year 2024/2025; and

**WHEREAS**, as part of the DEPARTMENT'S construction work, the TOWN has requested that the DEPARTMENT construct decorative lighting and **concrete crosswalks** (FM Number 438386-2-52-05) as set forth in the attached Exhibit A, which is incorporated herein ("the "Project"); and

**WHEREAS**, the TOWN has agreed to provide the DEPARTMENT with the funding needed for the Project; and

**WHEREAS**, the TOWN and the DEPARTMENT have agreed that it would be more practical, expeditious, and economical for the DEPARTMENT to incorporate the Project into the DEPARTMENT'S construction.

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

**Section 1.** The recitals set forth above are true and correct and are deemed incorporated herein.

**Section 2.** The DEPARTMENT shall ensure that the Project complies with all applicable Federal, State, and Local laws, rules, regulations, guidelines, and standards.

1. The TOWN shall make available to the DEPARTMENT all of its previous studies, maps, drawings, surveys and other data and information pertaining

to the Project in the TOWN'S possession to the DEPARTMENT at no extra cost.

2. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the TOWN'S input in its decisions.
3. The total cost for the DEPARTMENT'S construction along SR-5, which includes the TOWN'S Project, is estimated to be ELEVEN MILLION THREE HUNDRED FOUR THOUSAND FIVE HUNDRED NINETY DOLLARS AND NO CENTS (\$11,304,590.00). The TOWN'S payment for the Project, which is to be included within the DEPARTMENT'S construction is an estimated to be SEVENTY-SIX THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS AND NO CENTS (\$76,156.00). In the event the actual cost of the Project is less than the TOWN'S payment, the DEPARTMENT shall refund the difference to the TOWN. If the actual cost of the Project, without modifications, results in a sum greater than that paid by the TOWN, the additional costs of the Project shall be paid to the DEPARTMENT by the TOWN.
4. The TOWN and the DEPARTMENT'S responsibilities and obligations are more fully set out in the Locally Funded Agreement attached hereto and incorporated herein as Exhibit B.

**EXHIBIT "A"**

SECTION NO.: 93020000 & 93040000  
FM No.(s): 438386-2-52-01  
COUNTY: Palm Beach  
S.R. No.: 5

**PROJECT LOCATION, DESCRIPTION, AND AERIAL**

**I. Location:**

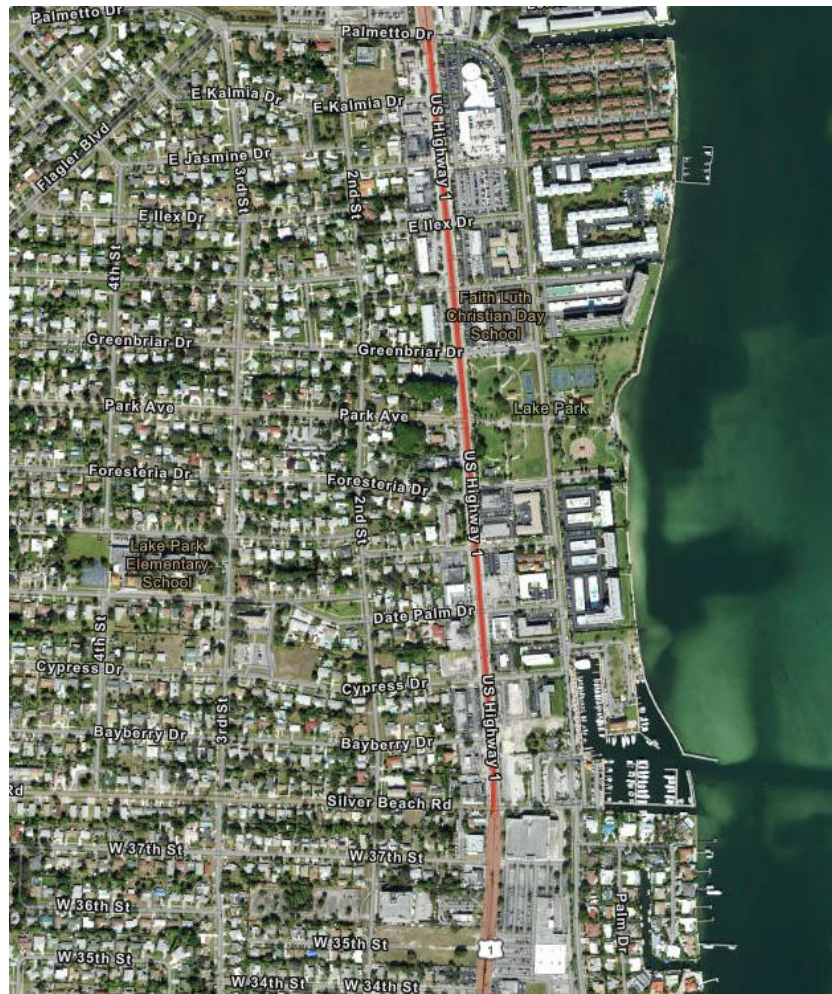
The IMPROVEMENTS associated with this AGREEMENT are located in the Town of Lake Park, in Palm Beach County, Florida along SR 5/US-1 section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00 to M.P. 0.384

**II. Description of Work:**

Project Number 438386-2-52-01 to include decorative light and **concrete crosswalks**. The AGENCY shall be responsible for maintaining the IMPROVEMENTS described in this AGREEMENT.

**III. Aerial:**

#5588930 v1 26508-00001



**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
LOCALLY FUNDED AGREEMENT**

THIS Locally Funded Agreement (“Agreement”), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the Town of Lake Park located at 535 Park Avenue, Lake Park, FL 33403, hereinafter called the TOWN, also referred to as the PARTICIPANT in Exhibit B (Three Party Escrow Agreement).

**WITNESSETH**

WHEREAS, the DEPARTMENT and the TOWN are desirous of having the TOWN provide additional financial assistance to the DEPARTMENT for reconstruction work along SR-5/US-1 from 59<sup>th</sup> Street to SR-850/Northlake Blvd. in Palm Beach County, Florida. (Financial Management (FM) Number 438386-2-52-01, Funded in Fiscal Year 2024/2025); and

WHEREAS, as part of the DEPARTMENT’S construction work, the TOWN has requested that the DEPARTMENT perform the following additional work: Construction of decorative lighting and stamped patterned pavement (FM Number 438386-2-52-05) as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the “Project”; and

WHEREAS, the TOWN has agreed to provide the DEPARTMENT with the additional funding needed for the Project; and

WHEREAS, the improvements are in the interest of both the TOWN and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the TOWN by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines, and standards.
3. The TOWN agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost. The PARTICIPANT agrees that no part of the Project is subject to any permit from the PARTICIPANT.



4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the TOWN'S input in its decisions.
  
5. The total cost for the Project and the DEPARTMENT'S reconstruction along SR-5, is estimated to be ELEVEN MILLION THREE HUNDRED FOUR THOUSAND FIVE HUNDRED NINETY DOLLARS AND NO CENTS (\$11,304,590.00). The TOWN'S payment for the Project is an estimated amount of SEVENTY-SIX THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS AND NO CENTS (\$76,156.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the TOWN'S payment, the difference shall be refunded to the TOWN. If the actual cost of the Project, without modifications, results in a sum greater than that paid by the TOWN, then any additional cost shall be the sole responsibility of the TOWN and shall be paid to the DEPARTMENT.
  - A. The TOWN agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount of SEVENTY-SIX THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS AND NO CENTS (\$76,156.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program and not construct the Project.

Remittance shall be made payable to the Department of Financial Services, Revenue Processing. Payment shall be clearly marked to indicate that it is to be applied to FM No. 438386-2-52-05. The DEPARTMENT shall utilize this amount towards the costs of Project No. 438386-2-52-05.

Payment shall be mailed to:  
 Florida Department of Transportation  
 Office of Comptroller  
 General Accounting Office, LFA Section  
 605 Suwannee Street, MS 42B  
 Tallahassee, Florida 32399

In lieu of mailing payment to the DEPARTMENT, the TOWN may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.  
 Account # 4834783896  
 ABA # 121000248  
 State of Florida Department of Financial Services  
 Bureau of Collateral Management  
 Re: DOT – K 11-78, Financial project # 438386-2-52-05

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Ashley Sheffield at 850-414-4887. In addition to calling Ms. Sheffield, the TOWN shall send an email notification to D4-LFA@dot.state.fl.us stating the day and time the wire transfer was sent.

- B. The TOWN's share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the DEPARTMENT'S work plus allowances is hereinafter defined as the "Total Accepted Bid". Allowances are hereby defined as contingency, mobilization (MOB), and Maintenance of Traffic (MOT). If the TOWN'S share of the accepted bid for the Project plus allowances is in excess of the advance deposit amount, the TOWN will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the TOWN as soon as it becomes apparent the accepted bid amount plus allowances is in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the TOWN shall not relieve the TOWN from its obligation to pay for its full participation. If the TOWN cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT'S Project Manager indicating when the deposit will be made and the DEPARTMENT'S written consent to the payment of the additional deposit and said date. The TOWN understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project and the DEPARTMENT'S roadway work from the DEPARTMENT'S Work Program.
- C. If the TOWN'S payment for the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the TOWN'S payment for the accepted bid amount plus allowances if such refund is requested by the TOWN in writing.
- D. Should Project modifications occur that increase the TOWN'S payment for the Project, the TOWN will be notified by the DEPARTMENT. The TOWN agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Project. The DEPARTMENT shall notify the TOWN as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the TOWN shall not relieve the TOWN from its obligation to pay for its full participation. Funds due from the TOWN, for the Project, not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to *Section 55.03, F.S.*

- E. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the Project and the resurfacing work complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project & construction cost records and accounts shall be subject to audit by a representative of the TOWN for a period of three (3) years after final close out of the Project and the resurfacing work. The TOWN will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the TOWN. If the final accounting is not performed within three hundred sixty (360) days, the TOWN is not relieved from its obligation to pay.
- F. In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the TOWN will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The TOWN agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
- G. The payment of funds under this Agreement will be sent directly to the Department of Financial Services, Division of Treasury for deposit as provided in the Three-Party Escrow Agreement between the TOWN, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury a copy of which is attached hereto and made a part hereof as **Exhibit B**.
6. Upon completion of the Project, the TOWN shall be responsible for the maintenance of the decorative lighting and the stamped pavement patterned.
- The TOWN will comply with the provisions set forth in the Lighting Maintenance Memorandum of Agreement (MMOA) and the Landscape Maintenance Memorandum of Agreement (LMMOA) which are attached hereto and made a part hereof as **Exhibit C and Exhibit D**, respectively. The TOWN shall agree to maintain the Project in accordance with the terms of **Exhibit C & Exhibit D**. The terms of this paragraph shall survive the termination of this Agreement.
7. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. The jurisdictional venue with respect to any such litigation shall be in Broward County.
8. This Agreement and any interest herein shall not be assigned, transferred, or otherwise encumbered by the TOWN under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

9. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the TOWN and the DEPARTMENT until the Project (FM# 438386-2-52-05) is completed as evidenced by the written acceptance of the DEPARTMENT.
10. The TOWN warrants that it has not employed or obtained any company or person, other than bona fide employees of the TOWN, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the TOWN. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
11. The TOWN / Vendor/ Contractor:
  - (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the TOWN/ Vendor/Contractor during the term of the contract; and
  - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
12. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
14. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Attn: Mya Gray  
With a copy to: Damaris Williams, P.E.  
A second copy to: Office of the General Counsel

If to the TOWN:

Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
Attn: Ms. Nadia DiTommaso  
Federal Employer ID No.: F-596-000-355

***This space is intentionally left blank.***

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. \_\_\_\_\_, hereto attached.

TOWN OF LAKE PARK

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
JOHN P. KRANE, P.E.  
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:

\_\_\_\_\_  
TOWN CLERK (SEAL)

BY: \_\_\_\_\_  
OFFICE OF THE GENERAL COUNSEL

APPROVED:

APPROVED:

BY: \_\_\_\_\_  
TOWN ATTORNEY

BY: \_\_\_\_\_  
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR



**EXHIBIT A**  
**SCOPE OF SERVICES**  
**FM# 438386-2-52-05**

The scope of work performed on behalf of the Town of Lake Park is detailed below. The Town of Lake Park will be contributing funds for the following:

Construction/ Installation of pattern pavement crosswalks in a limestone textured running bond with 12" white stripe border. The Color of the pattern pavement is "Toffee". The crosswalks receiving this installation includes the south crosswalk at the intersection of Silver Beach Road, and the east crosswalk at the intersection of Palmetto Drive.

Construction / installation of new decorative light pole near Silver Beach Road to supplement the existing decorative lighting system. The pole will consist of a decorative spun concrete pole, decorative arm, and cobra head luminaire. The new pole, arm, and luminaire housing will be color "green" and aesthetically similar to the existing light poles.

## Exhibit B THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Town of Lake Park ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Construction of decorative lighting and stamped patterned pavement  
along SR-5/US-1  
Project #: 438386-2-52-05  
County: Palm Beach

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this Agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. 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.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

***The remainder of this page is blank.***

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below

\_\_\_\_\_  
For FDOT (signature)

\_\_\_\_\_  
For PARTICIPANT (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name

59-3024028  
\_\_\_\_\_  
Federal Employer I.D. Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

F-596-000-355  
\_\_\_\_\_  
Federal Employer I.D. Number

\_\_\_\_\_  
Date

FDOT Legal Review:

\_\_\_\_\_

\_\_\_\_\_  
For Escrow Agent (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

NOT for Execution.

**EXHIBIT C**

**MAINTENANCE MEMORANDUM OF  
AGREEMENT  
WITH THE  
TOWN OF LAKE PARK**

**SECTION NO.:** 93020000 & 93040000  
**FM No.(s):** 438386-2-52-01  
**COUNTY:** Palm Beach  
**S.R. No.:** 5

**DISTRICT FOUR  
LIGHTING MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT** made and entered into this date \_\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component **AGENCY** of the State of Florida, hereinafter called the **DEPARTMENT**, and **TOWN OF LAKE PARK**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

**WITNESSETH:**

**WHEREAS**, the **DEPARTMENT** has jurisdiction over State Road (S.R.) 5/US-1 from Mile Post (M.P.) 14.166 to M.P. 14.558 and from M.P. 0.00 to 0.384; and

**WHEREAS**, the **DEPARTMENT** seeks to install and have maintained by the **AGENCY** certain highway **IMPROVEMENTS**; and

**WHEREAS**, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain SR 5/US-1 at section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00to M.P. 0.384 (within the limits of the **AGENCY**); and

**WHEREAS**, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain the specific elements constructed under Project Number **438386-2-52-01** to include decorative lighting; hereinafter called **IMPROVEMENTS** installed along SR 5/US-1 at section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00to M.P. 0.384 as detailed within **Exhibit A (Project Location, Description and Aerial)**; and

**WHEREAS**, the Project involves the scope of work as described within **Exhibit B (Construction Plans)**, which will benefit the **AGENCY**; and

**WHEREAS** the parties hereto mutually recognize the need for entering into an **AGREEMENT** designation and setting forth the responsibilities of each party; and

**WHEREAS** the **AGENCY** by Resolution Number \_\_\_\_\_ entered this date \_\_\_\_\_, attached hereto and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so;

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

**1. RECITALS**

The recitals set forth above are true and correct and are deemed incorporated herein.

**2. INSTALLATION OF FACILITIES**



**SECTION NO.:** 93020000 & 93040000  
**FM No.(s):** 438386-2-52-01  
**COUNTY:** Palm Beach  
**S.R. No.:** 5

- A. The **DEPARTMENT** shall construct under Project Number **438386-2-52-01** ("the **IMPROVEMENTS**") as detailed in **Exhibit A** and **Exhibit B** that will benefit the **AGENCY**.
- B. The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA"). If there are any major changes to the plan(s), the **DEPARTMENT** shall provide the modified plan(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.
- C. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the **IMPROVEMENTS** by the **DEPARTMENT**.

The **AGENCY** must maintain the **IMPROVEMENTS** associated within the limits of the Project.

### 3. MAINTENANCE OF FACILITIES

- A. The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed under Project Number **438386-2-52-01** within the limits of construction. Maintenance by the **AGENCY** will include but not limited to inspection, repair, restoration, replacement, coating, and general maintenance of all decorative or non-standard features within the limits of construction. This includes Project Number **438386-2-52-01** for decorative light poles, installed along SR 5/US-1, at section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00to M.P. 0.384.

This maintenance **AGREEMENT** will apply to all existing decorative or non-standard lights already installed within the limits of the **AGENCY**.

- 1) The **AGENCY** agrees to maintain, at its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.
- 2) The **IMPROVEMENTS** shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents, and vermin, including removal of nests as needed.

As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace all defective or worn-out parts of the **IMPROVEMENTS**. The **AGENCY'S** responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary inspection, maintenance, repair, and replacement of any type or nature, including, but not limited to maintenance, repair, coating replacement, and replacement due to normal wear and tear caused by a named storm event, acts of God, vandalism, and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.

**SECTION NO.:** 93020000 & 93040000  
**FM No.(s):** 438386-2-52-01  
**COUNTY:** Palm Beach  
**S.R. No.:** 5

- 3) The **AGENCY** shall perform all activities necessary to keep the **IMPROVEMENTS** fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power, and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the **IMPROVEMENTS**, as may be necessary.
- 4) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking relating to the maintenance obligation / function or **AGREEMENT** termination.
- 5) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**, as per the requirements in **Exhibit C (Maintenance Plan Requirements)**.
- 6) The **AGENCY** shall be responsible for maintaining the light pole structures and electrical components. The **AGENCY** shall replace the structure if destroyed in an accident by third parties. The **DEPARTMENT** expressly assigns its rights, interests and privileges pertaining damage **IMPROVEMENTS** to the **AGENCY**, so that **AGENCY** can pursue all claims and causes of actions against the third parties responsible for the damage. The **DEPARTMENT** will assist the **AGENCY** as necessary and will confirm **AGENCY'S** authorization to pursue recovery. The **AGENCY** will be responsible for all attorneys' fees and costs incurred in its recovery activities. The **AGENCY** shall not file suit in the name of the **DEPARTMENT**.
- B. The **AGENCY** shall indemnify the **DEPARTMENT** for any and all costs or expenses incurred by the **DEPARTMENT** for the **AGENCY'S** failure to comply with all ADA Laws existing and as may be amended. Costs and expenses shall include the costs to make the facility ADA compliant, attorney's fees and costs and any judgments. Adjacent sidewalk areas shall be accessible at all times. If sidewalk closures are needed, alternate routes shall be clearly identified, and any missing sidewalk shall be restored either with permanent or temporary materials at the end of each workday.
- C. All **IMPROVEMENTS** shall at all times have notification signs posted with the name and phone number of the department within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that the **AGENCY** can be contacted regarding problems with the **IMPROVEMENTS**. The **AGENCY** shall promptly respond and correct all complaints regarding maintenance. The **IMPROVEMENTS** to be constructed with this Project shall not contain advertising; nor shall the **AGENCY** allow any advertising to be placed upon the **IMPROVEMENTS** in the future.
- D. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as

**SECTION NO.:** 93020000 & 93040000  
**FM No.(s):** 438386-2-52-01  
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amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual (FDM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, (d) FDOT Standard Plans for Roadway Construction, (e) Manual on Uniform Traffic Control Devices (MUTCD), and (f) all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures. In the event of a conflict between documents, standards, and procedures the more stringent shall apply.

- DI. Any work impacting traffic flow along SR 5/US-1 must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT'S** Open Roads Policy.

#### 4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY'S** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the **TOWN OF LAKE PARK, TOWN MAYOR**, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:
- 1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
  - 2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
  - 3) If there is no standard equivalent item or if in the **DEPARTMENT'S** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
  - 4) At the discretion of the **DEPARTMENT**, terminate the **AGREEMENT** in accordance with Paragraph 7 of this **AGREEMENT** and remove, by the **DEPARTMENT** or its contractor's, all the **IMPROVEMENTS** installed under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.

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## 5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this **AGREEMENT** may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order for an adjacent state road to be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

## 6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional **IMPROVEMENTS** within the limits of the rights of ways identified as a result of this document subject to the following conditions:

- 1) Plans for any new **IMPROVEMENTS** shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without prior written approval by the **DEPARTMENT**.
- 2) The **AGENCY** shall procure a permit and/ or Construction **AGREEMENT** from the **DEPARTMENT**, as appropriate.
- 3) All **IMPROVEMENTS** shall be developed and implemented in accordance with appropriate State of Florida safety and roadway design standards.
- 4) The **AGENCY** agrees to comply with the requirements of this **AGREEMENT** regarding any additional **IMPROVEMENTS** installed at no cost to the **DEPARTMENT**.

## 7. AGREEMENT TERMINATION

This **AGREEMENT** may be terminated under anyone (1) of the following conditions:

- 1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this **AGREEMENT**, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditure for the installation, relocation, or removal of said **IMPROVEMENTS**.
- 2) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes that is made or received by the **AGENCY** in conjunction with this **AGREEMENT**.
- 3) By the Department with a six (6) month written notice.

## 8. AGREEMENT TERM

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect for as long as the **IMPROVEMENTS** exist.

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## 9. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
- B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
- 1) **AGENCY'S** contractor shall at all times during the term of this **AGREEMENT** keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.
  - 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this **AGREEMENT**.
  - 3) Coverage is not to cease and shall remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days' notice of cancellation and /or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

## 10. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

- 1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and
- 2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

## 11. ENTIRE AGREEMENT

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This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the Local Funded Agreement(s) and State Highway Lighting Maintenance and Compensation Agreement(s) signed between the parties, as amended, as to all other **IMPROVEMENTS** not specifically mentioned in this Agreement. The streetlights installed under this Project will be compensated as streetlights under the State Highway Lighting Maintenance and Compensation Agreement. If the **DEPARTMENT** and **AGENCY** fail to agree on the annual lump sum amount to be paid under the State Highway Lighting Maintenance and Compensation Agreement, this Agreement shall supersede that Agreement and the **AGENCY** agrees to maintain the lights solely under this Agreement.

## 12. EXPENDITURE OF MONEY

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

## 13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the prosecution or fulfillment of the service hereunder and the character, quality, amount, and value thereof, and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

## 14. ASSIGNMENT

This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the prior consent of the **DEPARTMENT**.

## 15. LAWS GOVERNING

This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail, the **AGENCY** agrees to waive forum and venue and that the **DEPARTMENT** shall determine the forum and venue in which any dispute under



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this **AGREEMENT** is decided.

**16. NOTICES**

All notices given or required under this **AGREEMENT** shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT:**

State of Florida Department of Transportation  
Attention: District Maintenance Engineer  
3400 West Commercial Blvd  
Ft. Lauderdale, FL 33309-3421lf to the

**AGENCY:**

Town of Lake Park  
535 Park Avenue,  
Lake Park, FL 33403  
Attention: Town Mayor

**17. LIST OF EXHIBITS**

- Exhibit A: Project Location, Description and Aerial
- Exhibit B: Lighting Plans
- Exhibit C: Maintenance Plan Requirements

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Not For Execution

SECTION NO.: 93020000 & 93040000  
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**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first above written.

**AGENCY:**

Town of Lake Park, a municipal Corporation of the State of Florida:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager / Mayor

Print Name: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk

Print Name: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney

Print Name: \_\_\_\_\_

Not For Execution

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

DEPARTMENT:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

Sign: \_\_\_\_\_  
Director of Operations

Print Name: Paul A. Lampley

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

Approval as to Form:

Sign: \_\_\_\_\_  
Assistant General Counsel

Print Name: Francine Steelman

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

Not For Execution

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EXHIBIT A

PROJECT LOCATION, DESCRIPTION, AND AERIAL

I. Location:

The **IMPROVEMENTS** associated with this **AGREEMENT** are located in the Town of Lake Park, in Palm Beach County, Florida along SR 5/US-1 section 93020000 from M.P. 14.166 to M.P. 14.558 and from section 93040000 from M.P. 0.00 to M.P. 0.384

II. Description of Work:

Project Number **438386-2-52-01** to include decorative light. The **AGENCY** shall be responsible for maintaining the **IMPROVEMENTS** described in this **AGREEMENT**.

III. Aerial



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Item 11.

**EXHIBIT B**

LIGHTING PLANS

Lighting Plans prepared by Stephen Allen Hughes, P.E., dated December 11, 2023, as approved by the **DEPARTMENT**.

LIGHTING PLANS (attached)

Sheets Included:

| PDF Page Number (#) | Plan Sheet (#) | Sheet(s) Description     |
|---------------------|----------------|--------------------------|
| 13                  | L-1            | KEY SHEET                |
| 14                  | L-2            | SIGNATURE SHEET          |
| 15                  | L-3            | GENERAL NOTES            |
| 16                  | L-4            | LIGHTING LEGEND          |
| 17 THRU 20          | L-5 to L-8     | LIGHTING DATA TABLE      |
| 21 THRU 43          | L-9 to L-31    | LIGHTING PLAN            |
| 44 – 45             | L-32 to L-33   | LIGHTING POLE FOUNDATION |
| 46                  | L-34           | SERVICE POINT DETAIL     |

Not For Execution

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**EXHIBIT C****MAINTENANCE PLAN REQUIREMENTS**

In reference to Maintenance to be performed under this **AGREEMENT**, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **IMPROVEMENTS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT'S** applicable Maintenance Rating Program Standards. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
3. Containment of debris or materials used in or resulting from the repair.

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair
5. The methods to be used for the repair



## **EXHIBIT D**

# **LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE TOWN OF LAKE PARK**

**SECTION:** 93020000 / 9304000  
**PERMIT:** 438386-2-52-01  
**COUNTY:** Palm Beach  
**STATE RD:** 5

**FLORIDA DEPARTMENT OF TRANSPORTATION  
DISTRICT FOUR  
HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the DEPARTMENT and the **TOWN OF LAKE PARK**, a municipal corporation, existing under the Laws of Florida, hereinafter called the AGENCY.

**WITNESSETH:**

**WHEREAS**, the DEPARTMENT has jurisdiction over **State Road 5 (US-1)** as part of the State Highway System; and

**WHEREAS**, as part of the continual updating of the State Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"** within the corporate limits of the AGENCY; and

**WHEREAS**, the DEPARTMENT seeks to install certain hardscape improvements within the right of way of **State Road 5 (US-1)** as described within **Exhibit "B"**; and

**WHEREAS**, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain the hardscape improvements made to the traveled way at the request of the AGENCY; and

**WHEREAS**, the AGENCY is agreeable to maintaining those improvements within the AGENCY'S limits including areas within the traveled way that contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other hardscape (if applicable), but excluding standard concrete sidewalk; and agrees such improvements shall be maintained by repairs associated with the specialty surfacing as needed; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the AGENCY, by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, attached hereto and by this reference made a part hereof in **Exhibit "E"**, desires to enter into this Agreement and authorizes its officers to do so;

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. INSTALLATION OF FACILITIES

The DEPARTMENT shall install or cause to be installed *hardscape improvements* on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as referenced in **Exhibit "B"**. *Hardscape* shall mean, but not be limited to, any non-standard roadway, sidewalk, median or crosswalk specialty surfacing, including concrete pavers, color stamped concrete, color stamped asphalt (also known as patterned pavement), and brick paver detectable warnings.

If there are any major changes to the plan(s), the DEPARTMENT shall provide the modified plan(s) to the AGENCY and the AGENCY shall provide their approval or disapproval to the DEPARTMENT within 10 business days. The DEPARTMENT may elect to withdraw the hardscape improvements if changes are not approved within the given time frame.

3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the traveled way shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to section 7. Periodic repairs or any replacements associated with specialty surfacing (if applicable) shall follow the DEPARTMENT'S safety and maintenance guidelines and **Exhibit "D"**, Patterned Pavement Maintenance. The AGENCY'S responsibility for maintenance shall include all hardscape areas within the traveled way containing specialty surfacing. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard traveled way surfacing and the associated header curb and areas (if applicable) on DEPARTMENT right-of-way within the limits of this Agreement.
- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to keep the hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.
- C. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding repayment, reworking, or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

#### 4. DEPARTMENT ACCESS TO FACILITIES

The DEPARTMENT will periodically need access to various features within the limits of this agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require temporary or permanent removal of improvements such as hardscape, landscape or other items conflicting with the items to which the Department needs access.

Should the AGENCY fail to remove or relocate items as requested, the DEPARTMENT may:

- (a) Remove conflicting improvements or any portion thereof.
- (b) Restore the area with any material meeting Department standards.
- (c) Restore the improvements at the request and funding of the AGENCY.

#### 5. NOTICE OF MAINTENANCE DEFICIENCIES

A. If at any time after the AGENCY has undertaken the maintenance responsibilities for the improvements, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, placing said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time, the DEPARTMENT may at its option, proceed as follows:

- (1) Maintain the hardscape improvements or any part thereof, with DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and/or
- (2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the hardscape improvements installed under this Agreement or any preceding Agreements, and charge the AGENCY the reasonable cost of such removal.

B. The AGENCY agrees to reimburse the DEPARTMENT all monies expended by the DEPARTMENT for the hardscape improvements listed in **Exhibit "B"** in the amounts listed in **Exhibit "D"** should the hardscape improvement fail to be maintained in accordance with the terms and conditions of this Agreement.

#### 6. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the hardscape improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered, or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days' notice to remove said hardscape improvements at AGENCY'S expense after which time the DEPARTMENT may remove same. All permits, fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

## 7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional hardscape improvements within the limits of the improvements rights of ways identified herein, subject to the following conditions:

- (a) Plans for any new hardscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) The AGENCY shall procure a permit from the DEPARTMENT.
- (c) All hardscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional hardscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

## 8. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional hardscape improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement and the AGENCY shall be responsible for maintaining those improvements under this Agreement subject to the following conditions:

- (a) Plans for any new hardscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All hardscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional hardscape improvements installed by an adjacent owner.

## 9. HARDSCAPE IMPROVEMENTS COST

The DEPARTMENT agrees to enter into a contract to have installed said improvements for the amount indicated in **Exhibit "C"**, Cost Estimate, at approximately \$25,839.00. This cost is to be paid for by the AGENCY via a separate Locally Funded Agreement.

The AGENCY shall be invited to assist the DEPARTMENT in the final acceptance of the hardscape improvements associated with the roadway construction project by the DEPARTMENT.

## 10. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

## 11. AGREEMENT TERM

- A. This Agreement commences upon execution by all parties and shall remain in effect for as long as the hardscape items exist.
- B. If the DEPARTMENT chooses not to implement the hardscape improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement is reinstated, if any.

## 12. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the hardscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
  - (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured on such policies.
  - (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.



- (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

### 13. E-VERIFY REQUIREMENTS

The AGENCY shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

### 14. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

### 15. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

### 16. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

## 17. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.

## 18. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

## 19. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the DEPARTMENT:

Florida Dept. of Transportation  
3400 West Commercial Blvd.  
Ft. Lauderdale, FL 33309-3421  
Attn: Kaylee Kildare  
District IV Landscape Manager

If to the AGENCY:

Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403  
Attn: Ms. Nadia DiTommaso  
Community Development Director

## 20. LIST OF EXHIBITS

Exhibit A: Roadway Project Location and Hardscape Maintenance Boundaries  
Exhibit B: Hardscape Improvement Plans  
Exhibit C: Approximate Cost for Hardscape Improvements  
Exhibit D: Patterned Pavement Maintenance  
Exhibit E: Resolution

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective the day and year first above written.

**TOWN of LAKE PARK**

By: \_\_\_\_\_  
Chairperson / Mayor / Manager

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

Attest: \_\_\_\_\_  
City Clerk

(SEAL)

Legal Approval: \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Transportation Development Director

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

Attest: \_\_\_\_\_  
Executive Secretary

(SEAL)

Legal Review: \_\_\_\_\_  
Office of the District General Counsel

NOT FOR EXECUTION

**SECTION:** 93020000 / 9304000  
**PERMIT:** 438386-2-52-01  
**COUNTY:** Palm Beach  
**STATE RD:** 5

**EXHIBIT A**

**ROADWAY PROJECT LOCATION  
AND HARDSCAPE MAINTENANCE BOUNDARIES**

**I. ROADWAY PROJECT LOCATION:**

State Road 5 (US-1) from 59<sup>th</sup> Street (M.P. 12.729) to SR-850 (Northlake Blvd) (M.P. 14.558)

**II. LIMITS OF MAINTENANCE FOR HARDSCAPE IMPROVEMENTS:**

Hardscape improvements within the limits of State Road 5 (US-1)

Roadway ID 93020000

State Road 5 (US-1) from Silver Beach Road (M.P. 14.167) to Park Avenue (M.P. 14.588)

and

Roadway ID 93040000

State Road 5 (US-1) from Park Avenue (M.P. 0.00) to Palmetto Drive (M.P. 0.395)

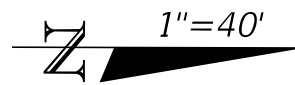
**III. HARDSCAPE MAINTENANCE BOUNDARY MAP:**

See Attached



BEGIN MAINTENANCE  
ROADWAY ID 93020000  
BEGIN M.P. 14.167

ROADWAY ID 93020000  
END M.P. 14.1558  
ROADWAY ID 93040000  
BEGIN M.P. 0.000

END MAINTENANCE  
ROADWAY ID 93040000  
END M.P. 0.395



**HARDSCAPE MAINTENANCE  
BOUNDARY MAP**  
FM#438386-2-52-01  
FEBRUARY 2024

-  PROPOSED STAMPED CONCRETE
-  EXISTING STAMPED CONCRETE TO REMAIN

MAP 1 OF 1  
NOT TO SCALE

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

| REVISIONS |             |      |             | ENGINEER OF RECORD  | STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |            |                      | MAINTENANCE EXHIBIT<br>FOR THE TOWN OF<br>LAKE PARK | SHEET<br>NO.<br><br>01 |
|-----------|-------------|------|-------------|---|--|------------|----------------------|---|------------------------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION |   | ROAD NO.   | COUNTY     | FINANCIAL PROJECT ID |   |                        |
|           |             |      |             | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 | SR 5   | PALM BEACH | 438386-2-52-01       | 403   |                        |
|           |             |      |             |   |  |            |                      |   |                        |

**SECTION:** 93020000 / 9304000  
**PERMIT:** 438386-2-52-01  
**COUNTY:** Palm Beach  
**STATE RD:** 5

**EXHIBIT B**

**HARDSCAPE IMPROVEMENT PLANS**

The DEPARTMENT agrees to install the hardscape improvements in accordance with the roadway plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Jose Luis Santiago, P.E.  
EXP U.S. Service Inc.

Date: June/July, 2024

Plan Sheets: 1-2, 12-13, 34, 37, 38, 41, 48

NOT FOR EXECUTION



**CONTRACT PLANS COMPONENTS**

- ROADWAY
- SIGNING AND PAVEMENT MARKING
- SIGNALIZATION
- LIGHTING
- STRUCTURES

**INDEX OF ROADWAY PLANS**

| SHEET NO.    | SHEET DESCRIPTION              |
|--------------|--------------------------------|
| 1            | KEY SHEET                      |
| 2            | SIGNATURE SHEET                |
| 3 - 8        | TYPICAL SECTIONS               |
| 9 - 11       | PROJECT CONTROL                |
| 12 - 14      | GENERAL NOTES                  |
| 15 - 44      | ROADWAY PLAN                   |
| 45 - 47      | TRAFFIC MONITORING SITE        |
| 48           | SPECIAL DETAILS                |
| 49 - 56      | DRAINAGE STRUCTURES            |
| 57 - 64      | TEMPORARY TRAFFIC CONTROL PLAN |
| 65           | LANDSCAPE DETAILS              |
| 66 - 69      | TREE DISPOSITION CHART         |
| 70 - 97      | TREE DISPOSITION PLAN          |
| UTV-1*       | VERIFIED UTILITY LOCATE        |
| GR-1 - GR-9* | REPORT OF CORE BORINGS         |

\* These sheets are included in the index of Roadway Plans only to indicate that they are part of the Roadway Plans. These sheets are contained in a separate digitally signed and sealed documents.

**DEVELOPMENTAL STANDARD PLANS (DSPs):**

D528-001 DIRECTIONAL INDICATOR

**GOVERNING STANDARD PLANS:**

Florida Department of Transportation, FY2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

Standard Plans for Bridge Construction are included in the Structures Plans Component

**GOVERNING STANDARD SPECIFICATIONS:**

Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

**STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION**

**ROADWAY PLANS**

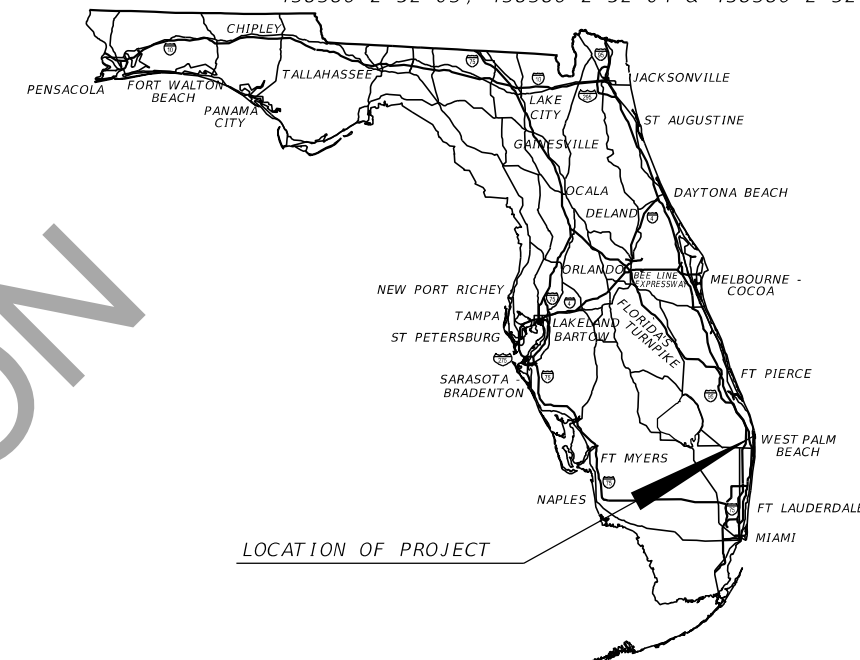
FINANCIAL PROJECT ID 438386-2-52-01

(FEDERAL FUNDS)

PALM BEACH COUNTY (93020500, 93020000, 93040000)

STATE ROAD NO. 5 (US-1)  
 ADD BIKE LANES AND RESURFACE  
 FROM 59TH STREET TO SR-850/NORTHLAKE BOULEVARD

|                       |  |
|-----------------------|--|
| PROJECT LOCATION URL: | <a href="https://tinyurl.com/bdeuudb2">https://tinyurl.com/bdeuudb2</a>  |
| PROJECT LIMITS:       | 93020500 BEGIN MP 0.001 - END MP 0.590<br>93020000 BEGIN MP 12.729 - END MP 14.558<br>93040000 BEGIN MP 0.000 - END MP 0.624 |
| EXCEPTIONS:           | NONE   |
| BRIDGE LIMITS:        | 93020500 BR# 930470 MP 0.143 - END MP 0.503  |
| RAILROAD CROSSING:    | 93020500 PORT OF PALM BEACH TRACKS MP 0.277  |



LOCATION OF PROJECT

**ROADWAY PLANS**

**ENGINEER OF RECORD:**

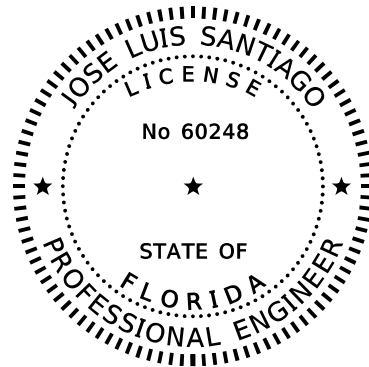
JOSE LUIS SANTIAGO, P.E.  
 P.E. LICENSE NUMBER 60248  
 EXP U.S. SERVICES INC.  
 201 ALHAMBRA CIRCLE SUITE 800  
 CORAL GABLES, FL 33134  
 (786) 801 6360  
 CONTRACT NO.: CA729  
 VENDOR NO.: F460523964-001

**FDOT PROJECT MANAGER:**

DAMARIS WILLIAMS, P.E.

| CONSTRUCTION CONTRACT NO. | FISCAL YEAR | SHEET NO. |
|---------------------------|-------------|-----------|
| T4697                     | 25          | 1         |

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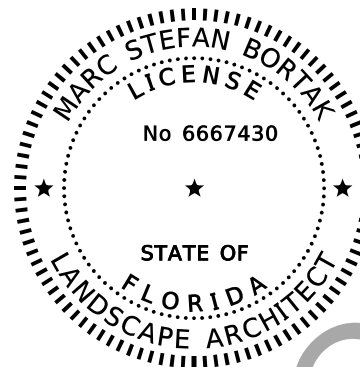
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED IN THE ELECTRONIC DOCUMENTS.

EXP U.S. SERVICES, INC.  
201 ALHAMBRA CIRCLE, SUITE 800  
CORAL GABLES, FLORIDA 33134  
JOSE L. SANTIAGO, P.E. NO. 60248

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

| SHEET NO. | SHEET DESCRIPTION              |
|-----------|--------------------------------|
| 1         | KEY SHEET                      |
| 2         | SIGNATURE SHEET                |
| 3 - 8     | TYPICAL SECTIONS               |
| 9 - 11    | PROJECT CONTROL                |
| 12 - 13   | GENERAL NOTES                  |
| 15 - 44   | ROADWAY PLANS                  |
| 48        | SPECIAL DETAILS                |
| 57 - 64   | TEMPORARY TRAFFIC CONTROL PLAN |



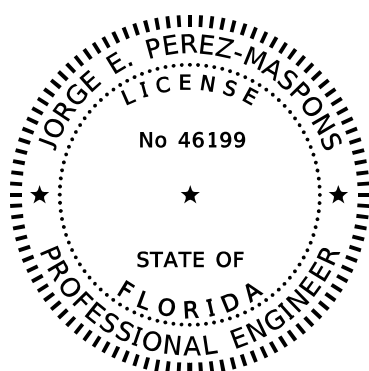
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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METRO CONSULTING GROUP, LLC  
341 N. MAITLAND AVENUE, SUITE 220  
MAITLAND, FL 32751  
MARC STEFAN BORTAK, RLA, CID NO. 6667430

THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

| SHEET NO. | SHEET DESCRIPTION      |
|-----------|------------------------|
| 2         | SIGNATURE SHEET        |
| 14        | GENERAL NOTES          |
| 65        | LANDSCAPE DETAILS      |
| 66 - 69   | TREE DISPOSITION CHART |
| 70 - 97   | TREE DISPOSITION PLAN  |



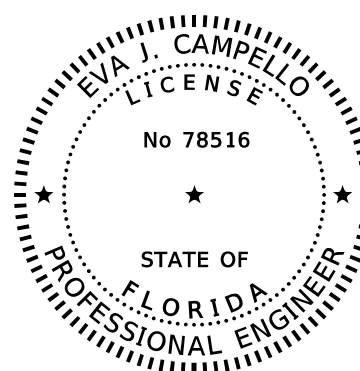
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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PE CONSULTING ENGINEERING, INC.  
14810 SW 97 AVE,  
MIAMI, FL 33176  
JORGE E. PEREZ-MASPONS, P.E. NO. 46199

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

| SHEET NO. | SHEET DESCRIPTION   |
|-----------|---------------------|
| 2         | SIGNATURE SHEET     |
| 49 - 56   | DRAINAGE STRUCTURES |



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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CTS ENGINEERING, LLC  
3230 W COMMERCIAL BLVD., SUITE 220  
FORT LAUDERDALE, FL 33309  
EVA J. CAMPELLO, P.E. NO. 78516

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

| SHEET NO. | SHEET DESCRIPTION       |
|-----------|-------------------------|
| 2         | SIGNATURE SHEET         |
| 45 - 47   | TRAFFIC MONITORING SITE |

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| REVISIONS |             |      |             | ENGINEER OF RECORD  |  | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION |            |                      | SHEET NO. |
|-----------|-------------|------|-------------|---|--|---|------------|----------------------|-----------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 |  | ROAD NO.                                      | COUNTY     | FINANCIAL PROJECT ID |           |
|           |             |      |             |   |  | SR 5  | PALM BEACH | 438386-2-52-01       | 2         |

*SIGNATURE SHEET*

GENERAL NOTES

1. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

MANUEL G. VERA, P.S.M.

P.S.M. NO: 5291

M.G. VERA & ASSOCIATES, INC.

13960 SW 47TH STREET

MIAMI, FL 33175-3616

CERTIFICATE OF AUTHORIZATION: LB2439

2. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

| 3. UTILITY/AGENCY OWNERS: | COMPANY                                  | CONTACT           | TELEPHONE NUMBERS  |
|---------------------------|--|-------------------|--------------------|
|                           | AT&T DISTRUBUTION                        | RAMNON GARCIA     | 561-236-6730       |
|                           | AVIATION COORDINATOR                     | LAURIE MCSERMOTT  | 954-777-4497       |
|                           | BREEZELINE                               | DANIEL ORTIZ      | 786-720-9869       |
|                           | CITY OF RIVIERA BEACH                    | JOHN ARMSTRONG    | 561-845-3457       |
|                           | CITY OF WEST PALM BEACH                  | LAURA LE          | 561-289-8414       |
|                           | CITY OF WEST PALM BEACH PUBLIC UTILITIES | LAURA LE          | 561-289-8414       |
|                           | COMCAST- PBG                             | STEVEN ROSA       | 561-436-9034       |
|                           | CROWN CASTLE NG                          | DANNY HASKETT     | 786-246-7827       |
|                           | FLORIDA PUBLIC UTILITES                  | IVAN GIBBS        | 561-723-3459       |
|                           | FPL- PALM BEACH                          | RONA SOLOMON      | 561-541-5376       |
|                           | FPL- MARTIN FUEL SUPPLY PIPELINES        | RYAN BALRAM       | 561-400-1329       |
|                           | FPL- EAST FIBER                          | DANIEL PEREZ      | 305-302-9748       |
|                           | FPL- TRANSMISSION                        | MARTIN MIKHAIL    | 561-993-6825       |
|                           | FREIGHT COORDINATION                     | AUTUMN YOUNG      | 954-777-4279       |
|                           | HOTWIRE COMMUNICATIONS                   | WALTER DAVILA     | 954-248-7396       |
|                           | LUMEN                                    | NETWORK RELATIONS | 877-366-8344 X3    |
|                           | MCI- VERIZON                             | DONOVAN CARR      | 954-213-1959       |
|                           | PALM BEACH COUNTY                        | MELLISA ACKERT    | 561-684-4101       |
|                           | PALM BEACH INFORMATION SYSTEM SERVICES   | FEDERICO DUBOIS   | 561-701-7056       |
|                           | PALM BEACH COUNTY SCHOOLS                | MICHAEL OWENS     | 561-882-1938       |
|                           | PALM BEACH COUNTY TRAFFIC OPERATIONS     | DANIEL RODRIGUEZ  | 561-681-4365       |
|                           | PALM BEACH TPA                           | VALERIE NEILSON   | 561-684-4170       |
|                           | PALM TRAN BUS SERVICE                    | ERIN GALLOWAY     | 561-841-4270       |
|                           | RAILROAD COORDINATOR                     | MAURICE BORROWS   | 954-777-4379       |
|                           | RAILROAD COORDINATOR                     | ALEXANDER BARR    | 954-777-4284       |
|                           | SEACOAST UTILITY AUTHORITY               | SCOTT SERRA       | 561-627-2900 X1398 |
|                           | TMR-30 PL (FLORIDA)                      | RYAN BALRAM       | 561-400-1329       |
|                           | TOWN OF LAKE PARK                        | JAIME MORALES     | 561-881-3345 X648  |
|                           | WINDSTREAM COMMUNICATION                 | BILLY MCCAY       | 404-985-7121       |

4. THIS PROJECT IS LOCATED WITHIN 10 NAUTICAL MILES FROM THE AIRPORT.

5. THERE IS A POTENTIAL GROUNDWATER CONTAMINATION ADJACENT TO THE PROJECT CORRIDOR. POTENTIALLY CONTAMINATED AREAS MUST BE TREATED AS IDENTIFIED AREAS OF CONTAMINATION. IF DEWATERING METHODS ARE EMPLOYED, CONTAMINATION IMPACTS MAY OCCUR AT APPROXIMATELY STA 131+00 TO 132+00.

6. ALL STATIONS ARE BASED ON THE CL UNLESS OTHERWISE STATED.

7. APPLY APPROVED PRODUCTS LIST (APL) MATERIAL (PREDOMINANTLY HORIZONTAL SURFACE) FOR CONCRETE REPAIR SHOWN ON PLAN TO CORRECT ANY SLOPE BREAKS AT CONNECTION OF THE PROPOSED AND EXISTING SIDEWALK. RESULTANT SLOPES NOT TO EXCEED 2%. DO NOT REMOVE MORE THAN 1" OF EXISTING CONCRETE SIDEWALK.

8. INLET PROTECTION SYSTEM MUST BE PROVIDED AT ALL CURB INLETS.

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| REVISIONS |             |      |             | ENGINEER OF RECORD  | STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |            |                      | SHEET NO. |
|-----------|-------------|------|-------------|---|--|------------|----------------------|-----------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION |   | ROAD NO.   | COUNTY     | FINANCIAL PROJECT ID |           |
|           |             |      |             | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 | SR 5   | PALM BEACH | 438386-2-52-01       | 12        |

GENERAL NOTES

9. CONTRACTOR TO COORDINATE WITH CITY OF RIVIERA BEACH FOR BENCHES AT 166+25 RT AND 167+40 RT FOR REMOVAL AND REPLACEMENT IN KIND AFTER CONSTRUCTION IS COMPLETED.  
 CITY ENGINEER: TERRENCE BAILEY CONTACT: 561-845-4080

UTILITY LEGEND

- |   |  |
|---|--|
| <p>A STORM SEWER MH TO BE ADJUSTED BY FDOT<br/>                 B CITY OF RIVIERA BEACH WATER VALVE TO BE ADJUSTED BY FDOT<br/>                 C CITY OF RIVIERA BEACH WATER MANHOLE TO BE ADJUSTED BY FDOT<br/>                 D CITY OF RIVIERA BEACH SANITARY SEWER MH TO BE ADJUSTED BY FDOT<br/>                 E CITY OF RIVIERA BEACH WATER METER TO BE ADJUSTED BY FDOT<br/>                 F CITY OF WEST PALM BEACH WATER VALVE TO BE ADJUSTED BY FDOT<br/>                 G FPL MH TO BE ADJUSTED BY FPL<br/>                 H AT&amp;T MH TO BE ADJUSTED BY AT&amp;T<br/>                 I CITY OF RIVIERA BEACH WATER METER TO BE RELOCATED BY FDOT<br/>                 J CITY OF RIVIERA BEACH WATER VALVE TO BE RELOCATED BY FDOT<br/>                 K STORM SEWER MH TO BE RELOCATED BY FDOT<br/>                 L TRAFFIC SIGNAL PULLBOX TO BE ADJUSTED BY FDOT</p> | <p>M STREET LIGHTING PULLBOX TO BE ADJUSTED BY FDOT<br/>                 N CROWN CASTLE PULLBOX TO BE REMOVED BY CROWN CASTLE<br/>                 O CROWN CASTLE PULLBOX TO BE ADJUSTED BY CROWN CASTLE<br/>                 P ELECTRICAL PULLBOX TO BE ADJUSTED BY FDOT<br/>                 Q CITY OF WEST PALM BEACH FIRE HYDRANT TO BE RELOCATED BY FDOT<br/>                 R CITY OF WEST PALM BEACH WATER MH TO BE ADJUSTED BY FDOT<br/>                 T CITY OF WEST PALM BEACH SANITARY MH TO BE ADJUSTED BY FDOT<br/>                 U WATER VALVE TO BE ADJUSTED BY SEACOAST UTILITY AUTHORITY<br/>                 V WATER METER TO BE ADJUSTED BY SEACOAST UTILITY AUTHORITY<br/>                 Y CITY OF RIVIERA BEACH IRRIGATION LINE TO BE CAPPED BY FDOT<br/>                 Z CITY OF RIVIERA BEACH DIP TO BE RELOCATED BY FDOT<br/>                 AA IRRIGATION CONTROL VALVE TO BE RELOCATED BY FDOT</p> |
|---|--|

FPL TRANSMISSION NOTES:

1. MAINTAIN CLEARANCES AS REQUIRED BY OSHA, WHEN WORKING IN THE PROXIMITY OF FPL'S HIGH VOLTAGE TRANSMISSION CONDUCTORS & OWNER VOLTAGE DISTRIBUTION CONDUCTIONS.
2. MAINTAIN ACCESS TO ALL FPL FACILITIES AT ALL TIMES DURING CONSTRUCTION.
3. ALL EXISTING FACILITIES MUST REMAIN ENERGIZED DURING ROAD CONSTRUCTION.

RAILROAD NOTES:

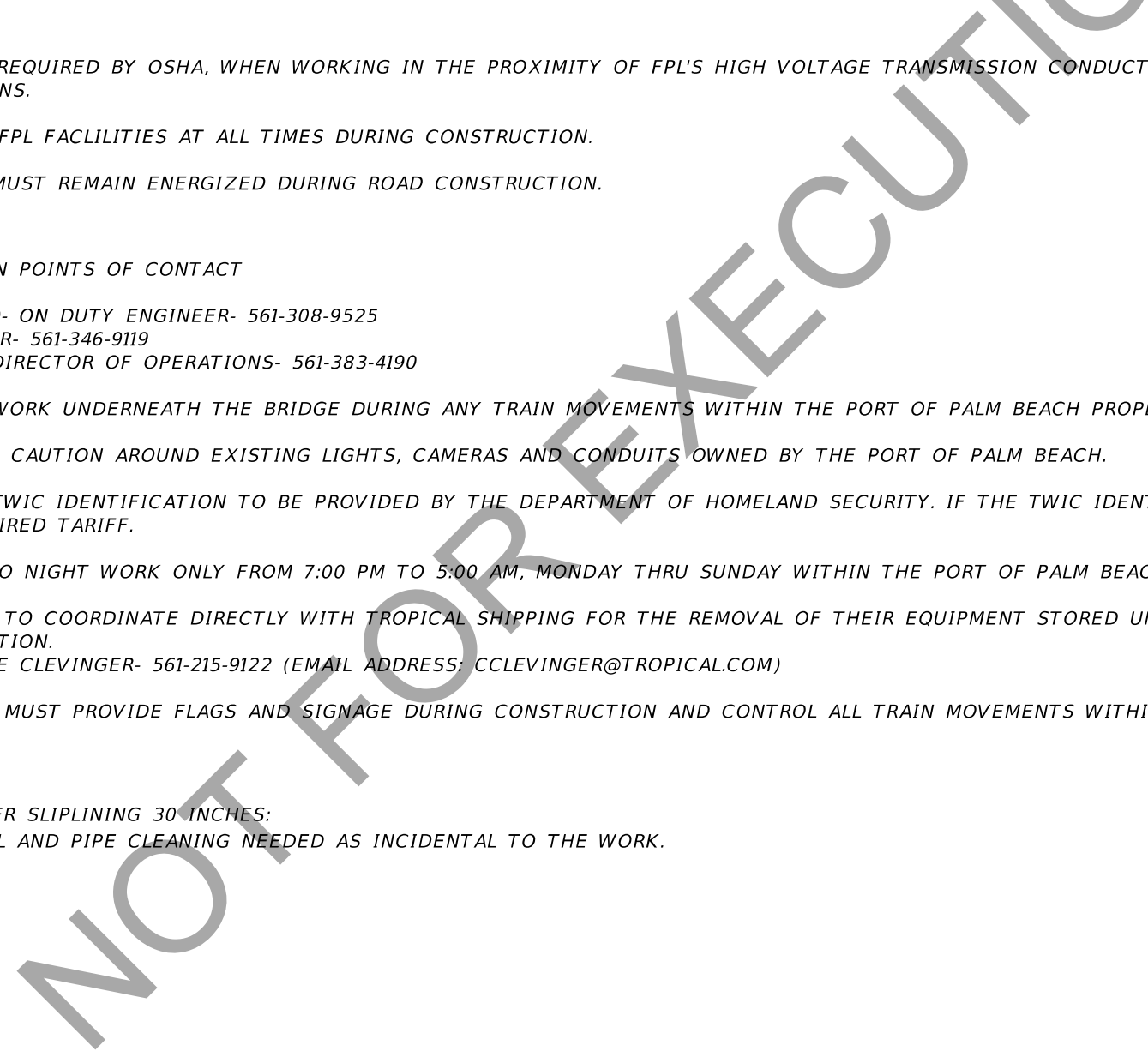
1. PORT OF PALM BEACH- MAIN POINTS OF CONTACT

PORT RAIL PHONE (DISPATCH)- ON DUTY ENGINEER- 561-308-9525  
 ALAN FAWCETT- TRAIN MASTER- 561-346-9119  
 KEITH LEGGETT- ASSISTANT DIRECTOR OF OPERATIONS- 561-383-4190

2. CONTRACTOR MUST STOP WORK UNDERNEATH THE BRIDGE DURING ANY TRAIN MOVEMENTS WITHIN THE PORT OF PALM BEACH PROPERTY.
3. CONTRACTOR TO EXERCISE CAUTION AROUND EXISTING LIGHTS, CAMERAS AND CONDUITS OWNED BY THE PORT OF PALM BEACH.
4. CONTRACTOR MUST HAVE TWIC IDENTIFICATION TO BE PROVIDED BY THE DEPARTMENT OF HOMELAND SECURITY. IF THE TWIC IDENTIFICATION IS NOT OBTAINED, AN ESCORT WILL BE REQUIRED WITH A REQUIRED TARIFF.
5. CONTRACTOR IS LIMITED TO NIGHT WORK ONLY FROM 7:00 PM TO 5:00 AM, MONDAY THRU SUNDAY WITHIN THE PORT OF PALM BEACH PROPERTY.
6. CONTRACTOR IS DIRECTED TO COORDINATE DIRECTLY WITH TROPICAL SHIPPING FOR THE REMOVAL OF THEIR EQUIPMENT STORED UNDER THE BRIDGE IN CONFLICT WITH THE PROPOSED WORK PRIOR TO CONSTRUCTION.  
 TROPICAL SHIPPING- CLAUDE CLEVINGER- 561-215-9122 (EMAIL ADDRESS: CCLEVINGER@TROPICAL.COM)
7. THE PORT OF PALM BEACH MUST PROVIDE FLAGS AND SIGNAGE DURING CONSTRUCTION AND CONTROL ALL TRAIN MOVEMENTS WITHIN THE PORT OF PALM BEACH PROPERTY.

PAY ITEM NOTES:

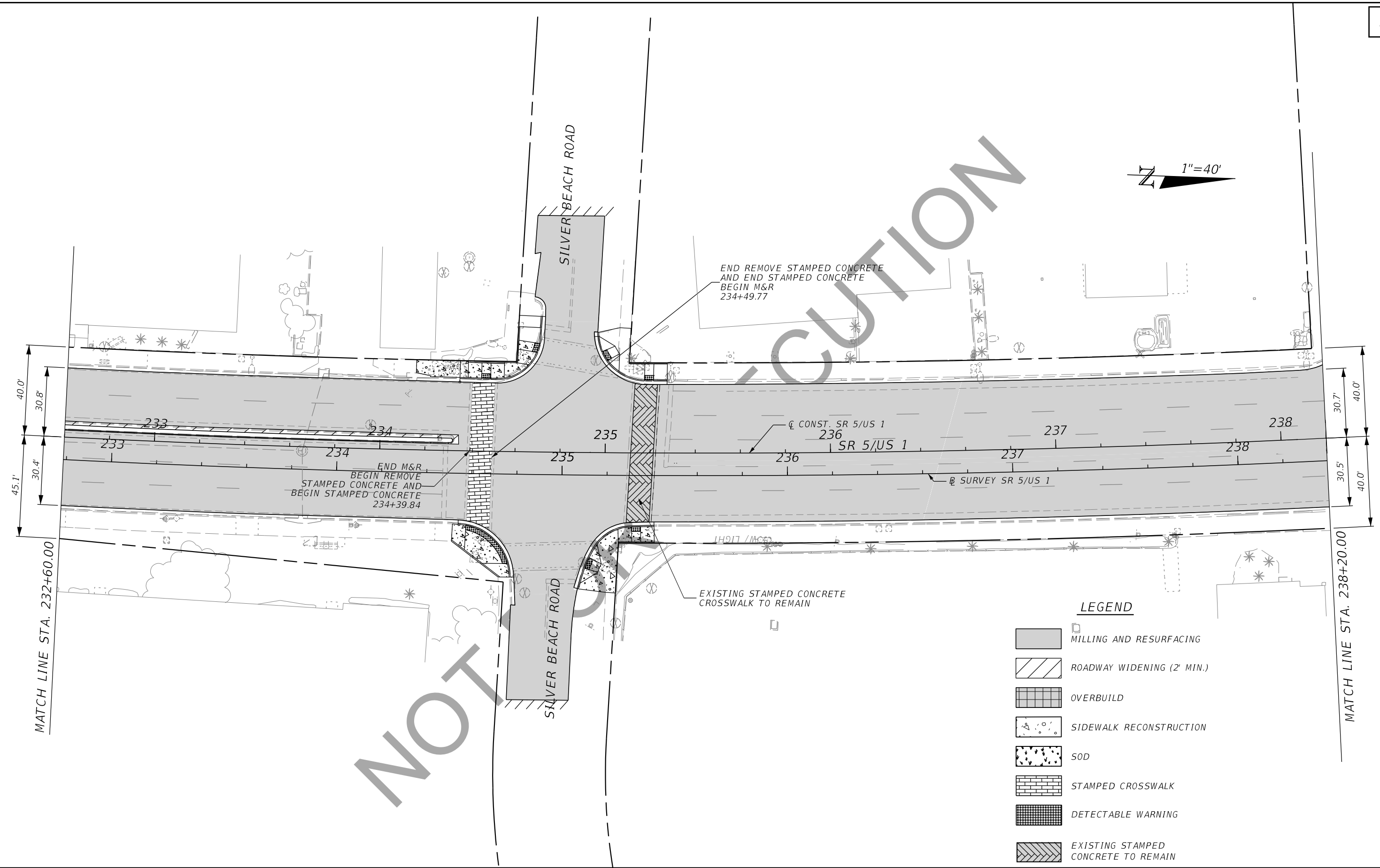
PAY ITEM 0431-1530 PIPE LINER SLIPLINING 30 INCHES:  
 INCLUDES ANY FLOWABLE FILL AND PIPE CLEANING NEEDED AS INCIDENTAL TO THE WORK.



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| REVISIONS |             |      |             | ENGINEER OF RECORD  | STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |            |                      | GENERAL NOTES | SHEET NO. |
|-----------|-------------|------|-------------|---|--|------------|----------------------|---------------|-----------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION |   | ROAD NO.   | COUNTY     | FINANCIAL PROJECT ID |               |           |
|           |             |      |             | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 | SR 5   | PALM BEACH | 438386-2-52-01       | 13            |           |



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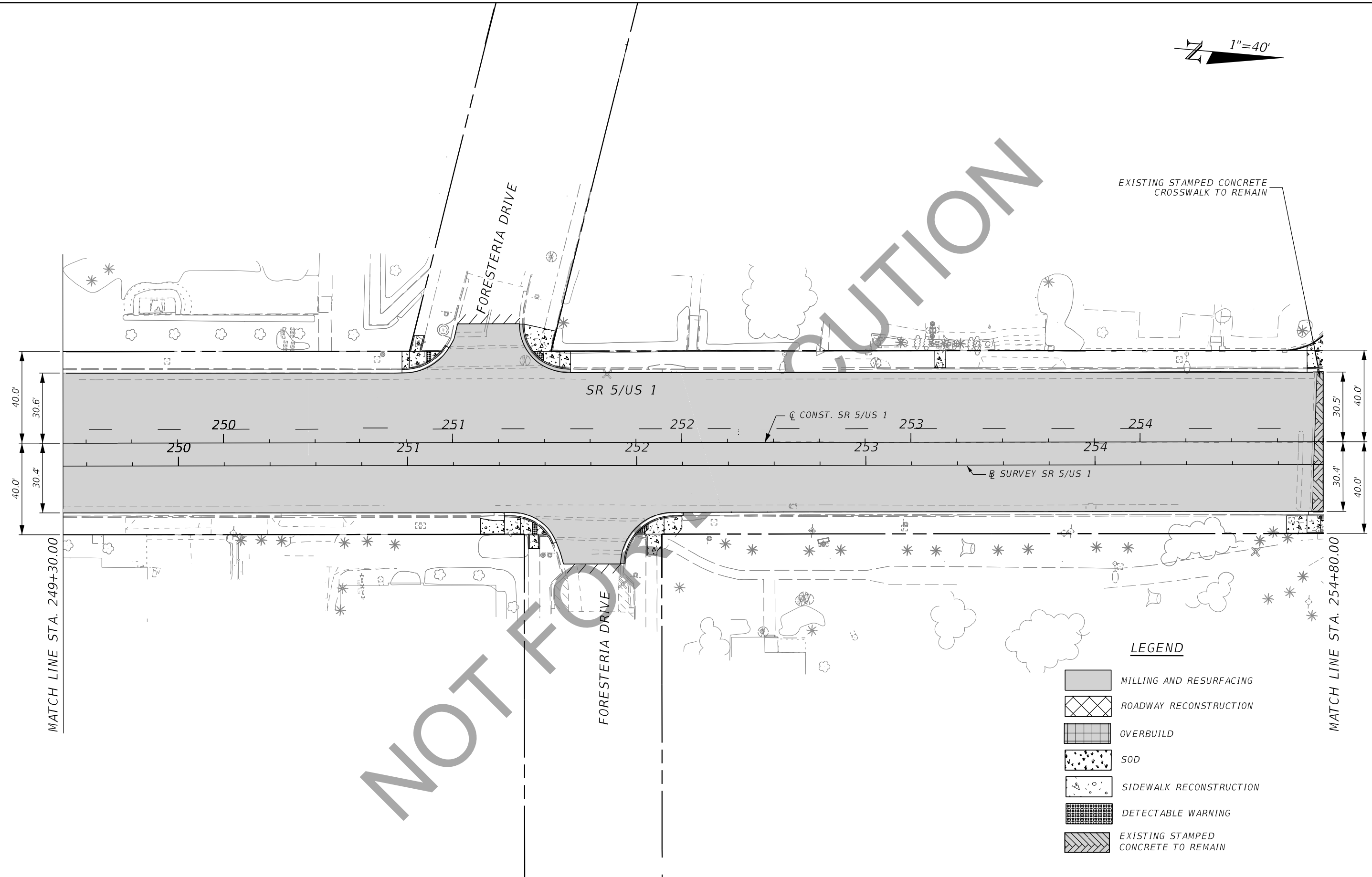
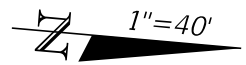
**LEGEND**

|  |                                     |
|--|-------------------------------------|
|  | MILLING AND RESURFACING             |
|  | ROADWAY WIDENING (2' MIN.)          |
|  | OVERBUILD                           |
|  | SIDEWALK RECONSTRUCTION             |
|  | SOD                                 |
|  | STAMPED CROSSWALK                   |
|  | DETECTABLE WARNING                  |
|  | EXISTING STAMPED CONCRETE TO REMAIN |





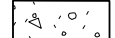


| REVISIONS |             |      |             | ENGINEER OF RECORD  | STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |            |                      | SHEET NO. |
|-----------|-------------|------|-------------|---|--|------------|----------------------|-----------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION |   | ROAD NO.   | COUNTY     | FINANCIAL PROJECT ID |           |
|           |             |      |             | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 | SR 5   | PALM BEACH | 438386-2-52-01       | 34        |
|           |             |      |             |   |  |            |                      |           |

**ROADWAY PLAN**

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**LEGEND**

-  MILLING AND RESURFACING
-  ROADWAY RECONSTRUCTION
-  OVERBUILD
-  SOD
-  SIDEWALK RECONSTRUCTION
-  DETECTABLE WARNING
-  EXISTING STAMPED CONCRETE TO REMAIN

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| REVISIONS |             |      |             |
|-----------|-------------|------|-------------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION |
|           |             |      |             |

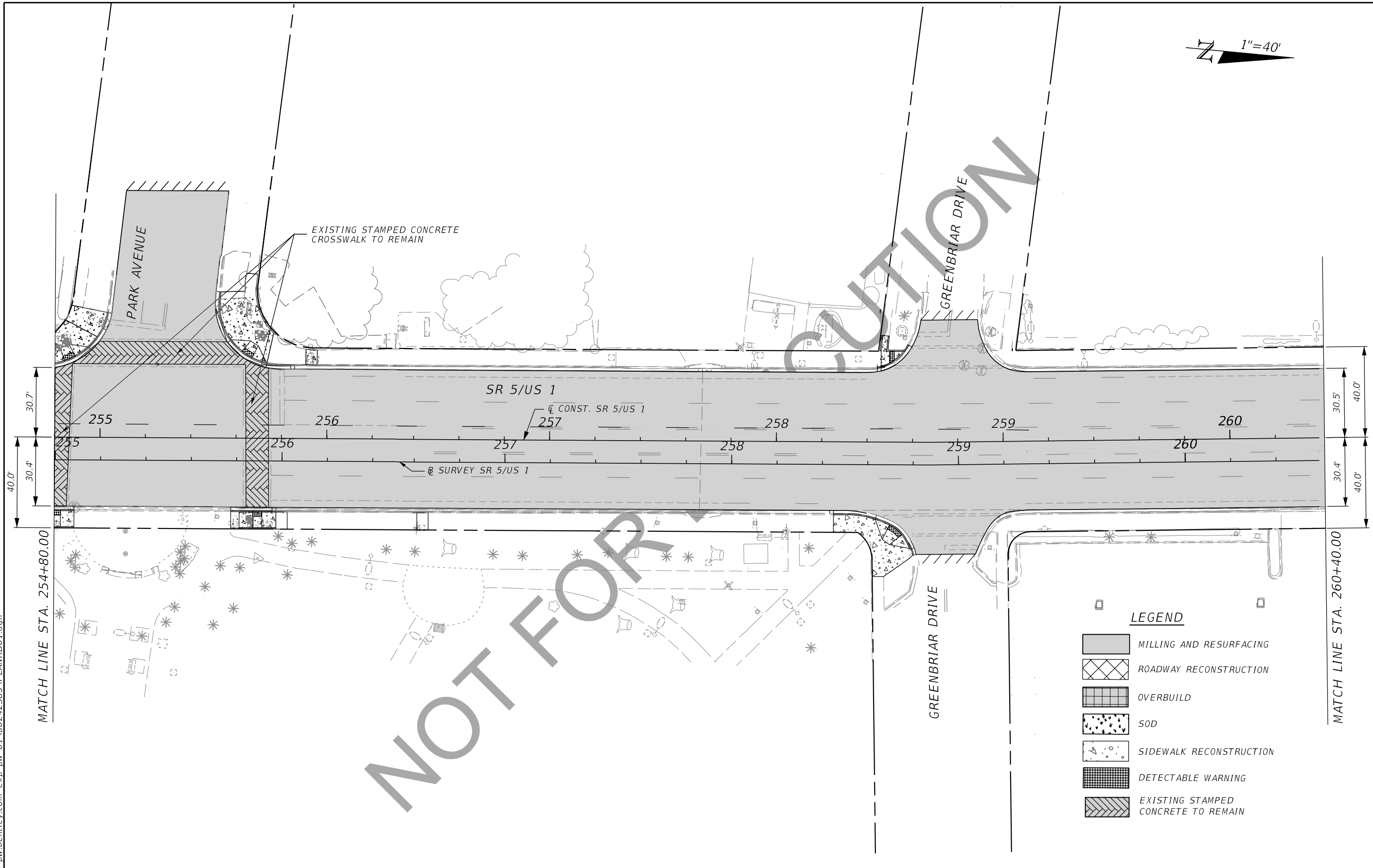
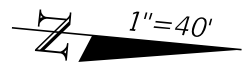
ENGINEER OF RECORD  
 JOSE LUIS SANTIAGO, P.E.  
 LICENSE NUMBER 60248  
 EXP U.S. SERVICE INC.  
 201 ALHAMBRA CIR. - SUITE 800  
 CORAL GABLES, FLORIDA - 33134

|  |            |                      |
|--|------------|----------------------|
| STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |            |                      |
| ROAD NO.   | COUNTY     | FINANCIAL PROJECT ID |
| SR 5   | PALM BEACH | 438386-2-52-01       |








**ROADWAY PLAN**

SHEET NO.  
37





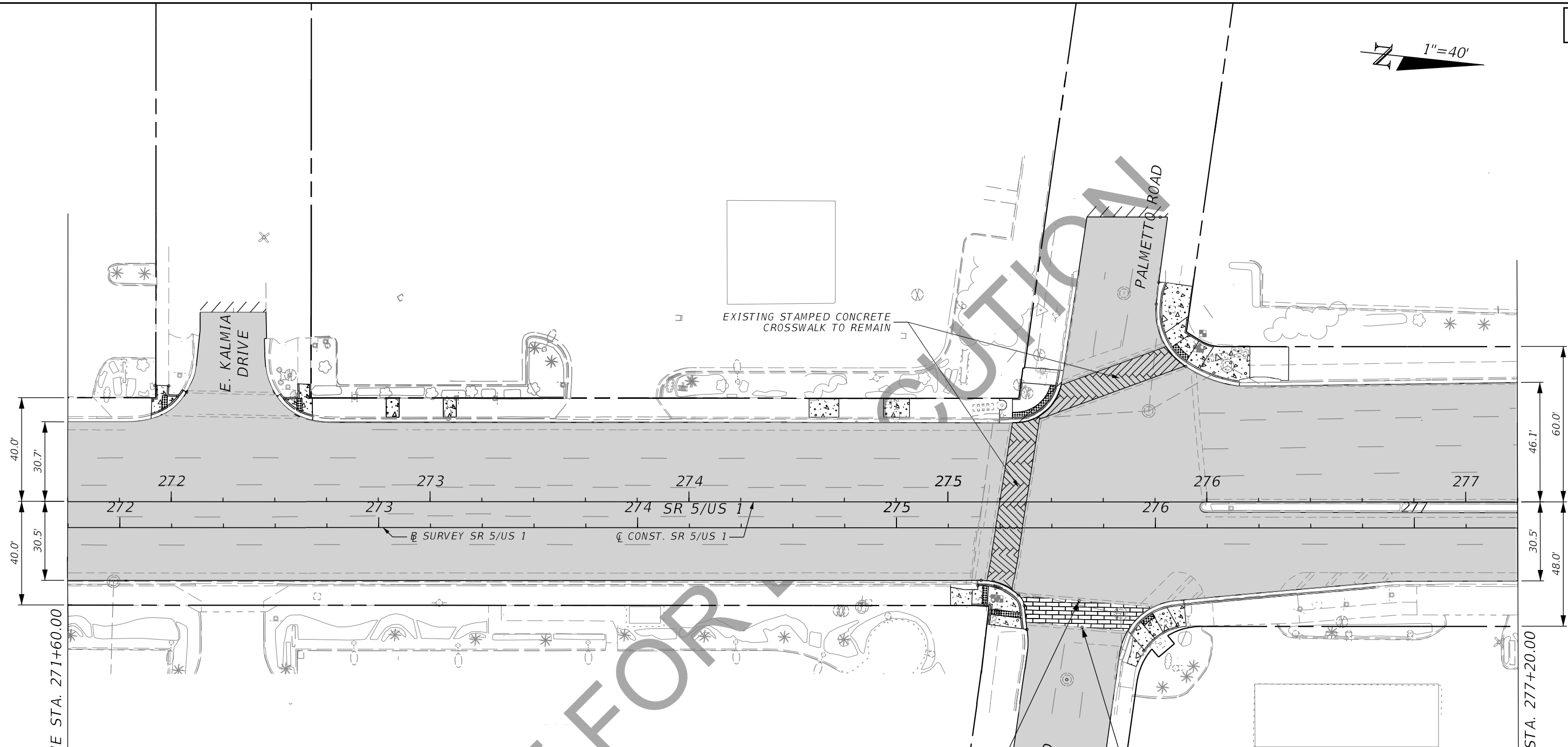
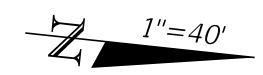
**LEGEND**

-  MILLING AND RESURFACING
-  ROADWAY RECONSTRUCTION
-  OVERBUILD
-  SOD
-  SIDEWALK RECONSTRUCTION
-  DETECTABLE WARNING
-  EXISTING STAMPED CONCRETE TO REMAIN


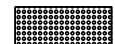
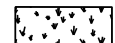
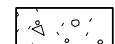
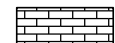

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| REVISIONS |             |      |             | ENGINEER OF RECORD  |  | STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |        |                      | <b>ROADWAY PLAN</b> | SHEET NO.  |
|-----------|-------------|------|-------------|---|--|--|--------|----------------------|---------------------|------------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 |  | ROAD NO.   | COUNTY | FINANCIAL PROJECT ID |                     | 38         |
|           |             |      |             |   |  |  |        | SR 5                 |                     | PALM BEACH |



**LEGEND**

-  MILLING AND RESURFACING
-  DETECTABLE WARNING
-  SOD
-  SIDEWALK RECONSTRUCTION
-  STAMPED CROSSWALK
-  EXISTING STAMPED CONCRETE TO REMAIN

END M&R  
BEGIN STAMPED CONCRETE  
275+50.75, 38.11' RT.

BEGIN M&R  
END STAMPED CONCRETE  
275+51.83 48.37' RT.

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| REVISIONS |             |      |             |
|-----------|-------------|------|-------------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION |
|           |             |      |             |

**ENGINEER OF RECORD**  
 JOSE LUIS SANTIAGO, P.E.  
 LICENSE NUMBER 60248  
 EXP U.S. SERVICE INC.  
 201 ALHAMBRA CIR. - SUITE 800  
 CORAL GABLES, FLORIDA - 33134

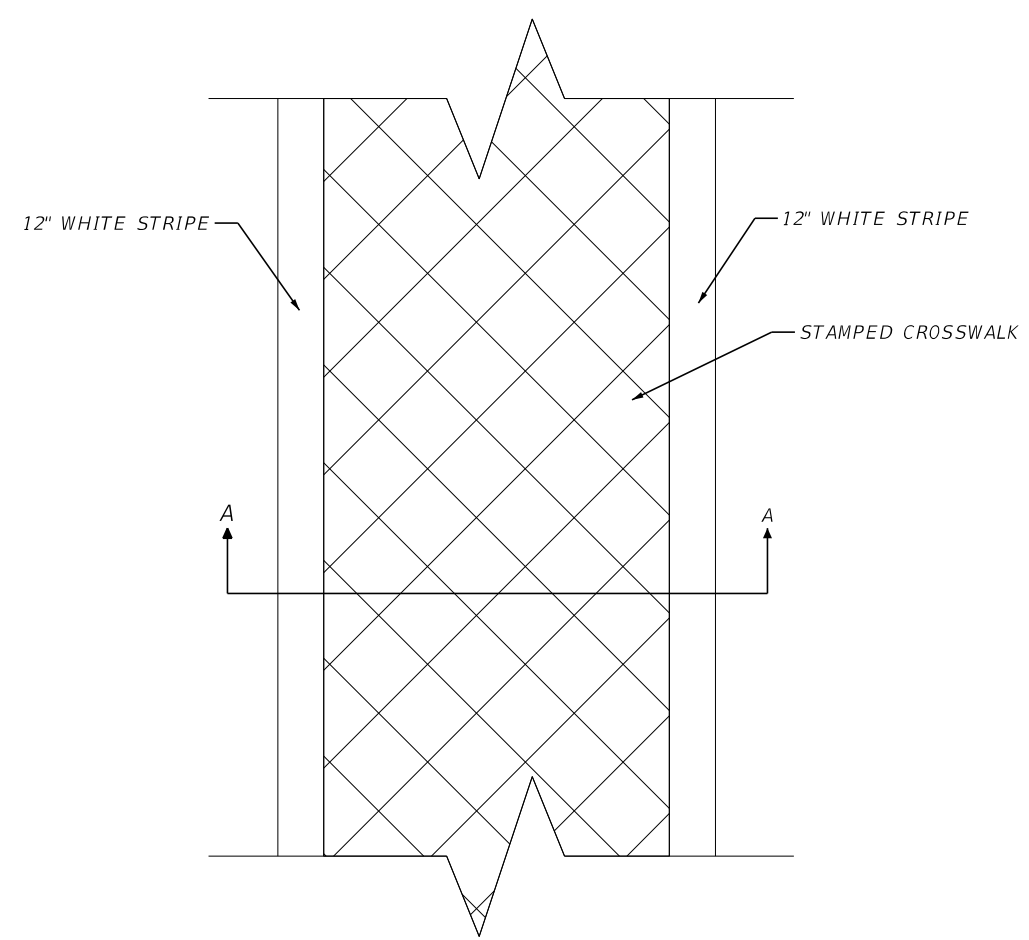
| STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |            |                      |
|--|------------|----------------------|
| ROAD NO.   | COUNTY     | FINANCIAL PROJECT ID |
| SR 5   | PALM BEACH | 438386-2-52-01       |

**ROADWAY PLAN**

**SHEET NO.**  
41

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### STAMPED CROSSWALKS DETAIL



**NOTES:**

REFER TO ROADWAY AND SIGNING & MARKING PLANS FOR CROSSWALK LOCATIONS AND LAYOUT.

PATTERN TOOL MUST BE CLOSED TOP TO IMPRINT SURFACE TEXTURE AND TO CONTROL JOINT DEPTH. JOINT DEPTH NOT TO EXCEED 1/2".

XYLENE BASED, ACRYLIC COPOLYMER SEALER WITH 20% SOLIDS TO BE USED AS FINAL TREATMENT. PATTERNED CONCRETE MUST BE SEALED WITH ONE COAT OF PATTERNED CONCRETE SEAL. PRODUCT MUST BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

PRIOR TO INSTALLATION OF THE PATTERNED ASPHALT THE CONTRACTOR MUST PROVIDE A 8' x 8' MOCK UP AT THE JOBSITE FOR EACH PATTERN TO BE USED. ENGINEER MUST APPROVE COLOR, TEXTURE, AND WORKMANSHIP OF THE MOCK-UP THEN RETAIN AS A STANDARD FOR JUDGING COMPLETED WORK.

THE COLORING MUST BE CONSISTENT THROUGHOUT.

THE SURFACE VARIATIONS MUST NOT BE MORE THAN 1/4" UNDER A 10 FOOT STRAIGHT EDGE, NOR MORE THAN 1/8th INCH ON A 5 FOOT TRANSVERSE SECTION. THE EDGE OF THE CONCRETE MUST BE CAREFULLY FINISHED WITH AN EDGING TOOL HAVING A RADIUS OF 5/8INCH.

COLOR AND PATTERN ARE REPRESENTATIVE OF THE CHOSEN ALTERNATIVE APPROVED BY THE TOWN OR CITY. SIMILAR PATTERNS AND COLORS MAY BE CHOSEN PENDING FINAL APPROVAL BY THE TOWN OR THE CITY PRIOR TO CONSTRUCTION OF MOCK-UP. APPLY AN EVEN APPLICATION OF COLOR HARDENER TO THE CONCRETE SURFACE ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS. A MINIMUM OF TWO APPLICATIONS MUST BE REQUIRED. FLOAT AFTER EACH APPLICATION.

BEFORE PATTERN CONCRETE TOOLS ARE APPLIED TO THE CONCRETE SURFACE APPLY PATTERNED CONCRETE RELEASE AGENT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. WHILE CONCRETE IS STILL IN ITS PLASTIC STATE, APPLY THE DESIRED PATTERNED CONCRETE TOOL PATTERN TO THE SURFACE OF THE CONCRETE.

TOOLS MUST BE PROMPTLY TAMPED INTO THE SURFACE TO ACHIEVE THE DESIRED TEXTURE.

TRANSVERSE JOINTS MUST BE CUT AT ALL EDGE AND LANE LINES EXCEPT WHEN SUCH A JOINT WILL CREATE A SLAB SECTION LESS THEN 10'. THE JOINTS MUST BE 1/4 THE DEPTH OF THE SLAB AND SEALED.

TOWN OF LAKE PARK  
CONCRETE CROSSWALKS

INTERSECTIONS:

SILVER BEACH RD  
PALMETTO RD

PATTERN:

LIMESTONE TEXTURED  
RUNNING BOND

COLOR:

TOFFEE

CITY OF RIVIERA BEACH  
ASPHALT CROSSWALKS

INTERSECTIONS:

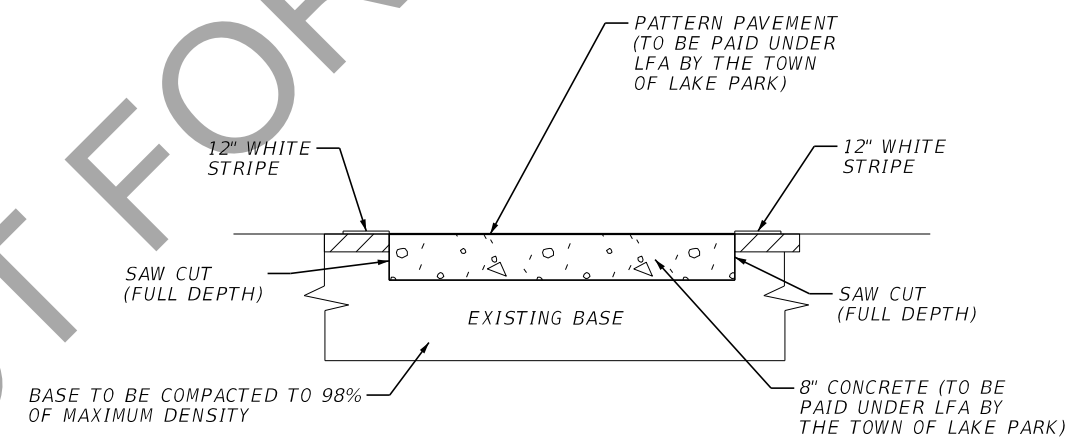
W 13TH ST  
W 22ND ST  
BLUE HERON BLVD

PATTERN:

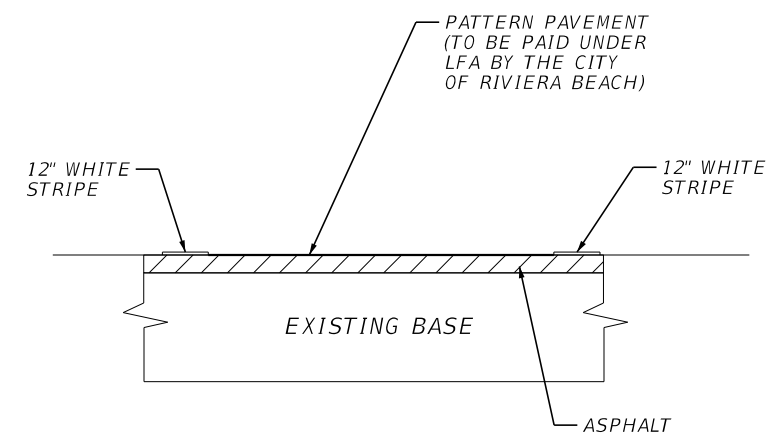
DIAGONAL HERRINGBONE

COLOR:

RUBY RED



**SECTION A - A  
CONCRETE**



**SECTION A - A  
ASPHALT**

NOT FOR EXECUTION

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| REVISIONS              |             |      |             | ENGINEER OF RECORD  | STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |            |                      | SHEET NO. |
|------------------------|-------------|------|-------------|---|--|------------|----------------------|-----------|
| DATE                   | DESCRIPTION | DATE | DESCRIPTION |   | ROAD NO.   | COUNTY     | FINANCIAL PROJECT ID |           |
|                        |             |      |             | JOSE LUIS SANTIAGO, P.E.<br>LICENSE NUMBER 60248<br>EXP U.S. SERVICE INC.<br>201 ALHAMBRA CIR. - SUITE 800<br>CORAL GABLES, FLORIDA - 33134 | SR 5   | PALM BEACH | 438386-2-52-01       | 48        |
| <b>SPECIAL DETAILS</b> |             |      |             |   |  |            |                      |           |

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SECTION: 93020000 / 9304000  
 PERMIT: 438386-2-52-01  
 COUNTY: Palm Beach  
 STATE RD: 5

### EXHIBIT C

#### APPROXIMATE COST FOR HARDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

| ITEM # | ITEM                                | QNTY | UNIT | UNIT PRICE | COST        | COMMENT    |
|--------|-------------------------------------|------|------|------------|-------------|------------|
| 523-3  | Patterned Pavement, Vehicular Areas | 135  | SY   | \$ 191.40  | \$25,839.00 | Crosswalks |

\*Amounts are approximate and include contingencies

#### ANTICIPATED TERMS OF A SEPARATE AGREEMENT

|      |  |             |
|------|--|-------------|
| I.   | <b>FDOT PARTICIPATION:</b>                               | \$ 0.00     |
| II.  | <b>AGENCY PARTICIPATION:</b><br>(Via Separate Agreement) | \$25,839.00 |
| III. | <b>APPROXIMATE HARDSCAPE IMPROVEMENT COST:</b>           | \$25,839.00 |

SECTION: 93020000 / 9304000  
 PERMIT: 438386-2-52-01  
 COUNTY: Palm Beach  
 STATE RD: 5

## EXHIBIT D

### PATTERNED PAVEMENT MAINTENANCE

This Exhibit forms an integral part of the MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

"Maintenance" of all patterned pavement crosswalks in these Agreements shall be defined, at a minimum, to include its frictional characteristics and integrity as follows:

1. Within 60 days of project acceptance by the Department, all lanes of each patterned crosswalk shall be evaluated for surface friction. The friction test shall be conducted in accordance with *\*FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements)* using either a Locked Wheel Friction Tester or Dynamic Friction Tester. **All costs for friction testing are the responsibility of the AGENCY.**
2. The initial friction resistance shall be at least **35** obtained at 40 mph with a ribbed tire test (FN40R) or equivalent (see FM 5-592). Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. The AGENCY is responsible for all costs associated with the removal and replacement of the crosswalk. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Approved Products List (APL) or replaced with conventional pavement.
3. Approximately **one year** after project acceptance and **every two years** thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance in accordance with **ASTM E274** or **ASTM E1911**. Friction resistance shall, at a minimum, have a FN40R value of **30** (or equivalent).
4. The results of all friction tests shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center (Palm Beach Operations, 7900 Forest Hill Blvd., West Palm Beach, FL 33413, (561)432-4966) with a cover letter either certifying that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.
5. Failure to achieve the minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the Department determines that more than 50% of the lanes in the

- intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL or replaced with conventional pavement.
6. When remedial action is required in accordance with the above requirements, the local agency shall complete all necessary repairs at its own expense within 90 days of the date when the deficiency was identified. No more than two full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.
  7. The Department will not be responsible for replacing the treatment following any construction activities by the Department in the vicinity of the treatment, or any costs for testing.
  8. Should the local agency fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the Department reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the local agency for this cost.

**\*FM 5-592:**

<https://www.fdot.gov/materials/administration/resources/library/publications/fstm/bynumber.shtm>



**SECTION:** 93020000 / 9304000  
**PERMIT:** 438386-2-52-01  
**COUNTY:** Palm Beach  
**STATE RD:** 5

**EXHIBIT E**

**RESOLUTION**

This Exhibit forms an integral part of the HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

*Please see attached*

*(Will be provided by City)*

NOT FOR EXECUTION



# **Project Outstanding Needs within the Town of Lake Park**

**From Silver Beach Road to Palmetto Drive  
for**

**Mobility Improvements Project FM 438386-2**

**State Road (SR) 5/US-1 from 59 Street to State Road  
850/Northlake Boulevard**

# Agenda

- 1. Locally Funded Agreement (LFA) and corresponding Maintenance Agreements (MMOA)**
- 2. Resolution of Support for Access Management Plan**
- 3. Deadline**
- 4. Questions and Answers**

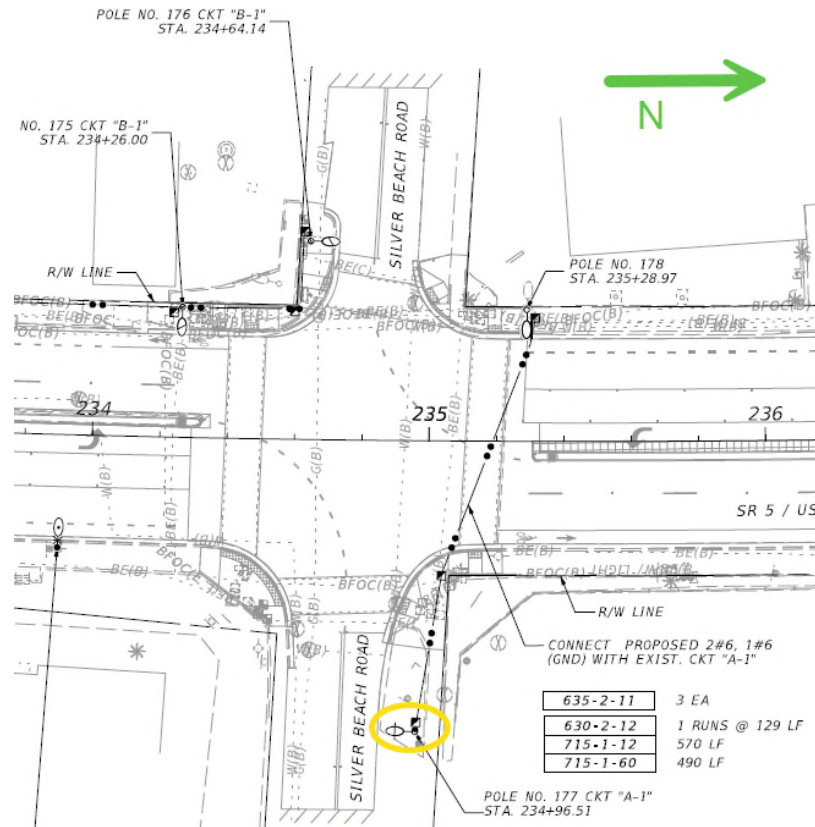
# **1. Locally Funded Agreement (LFA) and corresponding Maintenance Agreements (MMOA)**

# Decorative Light Pole

## LFA covers One New Decorative Light Pole

At NE Corner of Silver Beach Road and US-1

Light pole supplements intersection lighting for pedestrian crossing on east leg



# Decorative Light Pole Maintenance

**Lighting MMOA covers all existing and proposed decorative light poles within the Town of Lake Park**

From Silver Beach Road to Palmetto Drive

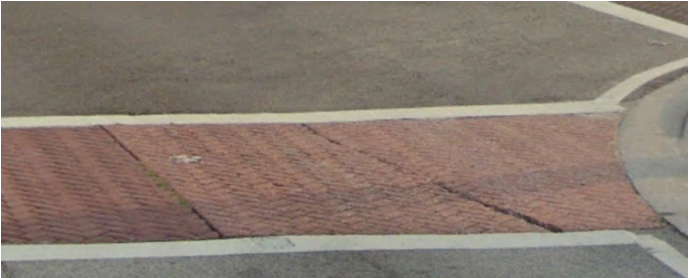




# Decorative Crosswalk Restoration and Maintenance

## LFA covers Two Crossing Restorations

- At South Leg of Silver Beach Road
- At East Leg of Palmetto Drive



## Hardscape MMOA covers 3 signalized intersections



- Silver Beach Road and US-1
- Park Ave and US-1
- Palmetto Drive and US-1



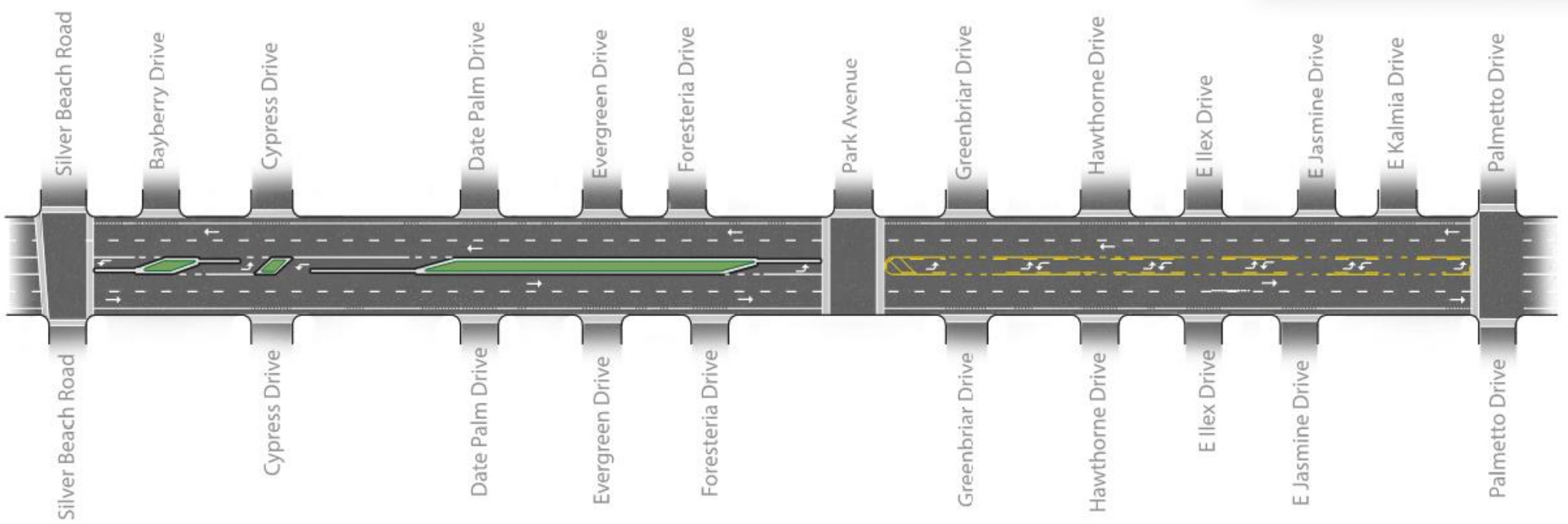
# 2. Resolution of Support for Access Management Plan

# Access Management Plan Option 1

Item 11.



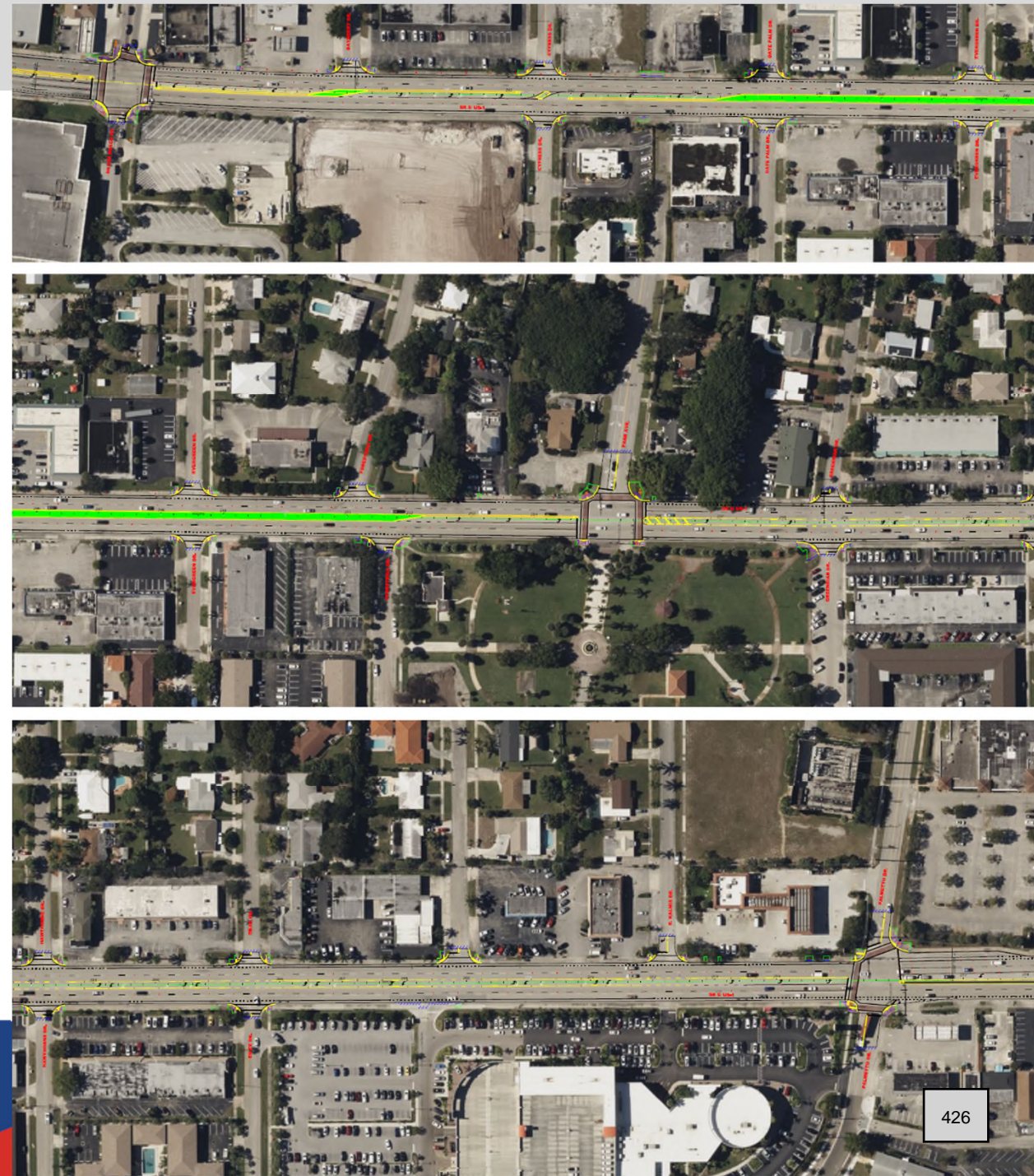
Proposed Medians





# Access Management Plan Option 1

Item 11.



AMP 1 not reflected in  
Resolution of Support  
language  
Nor in current plans



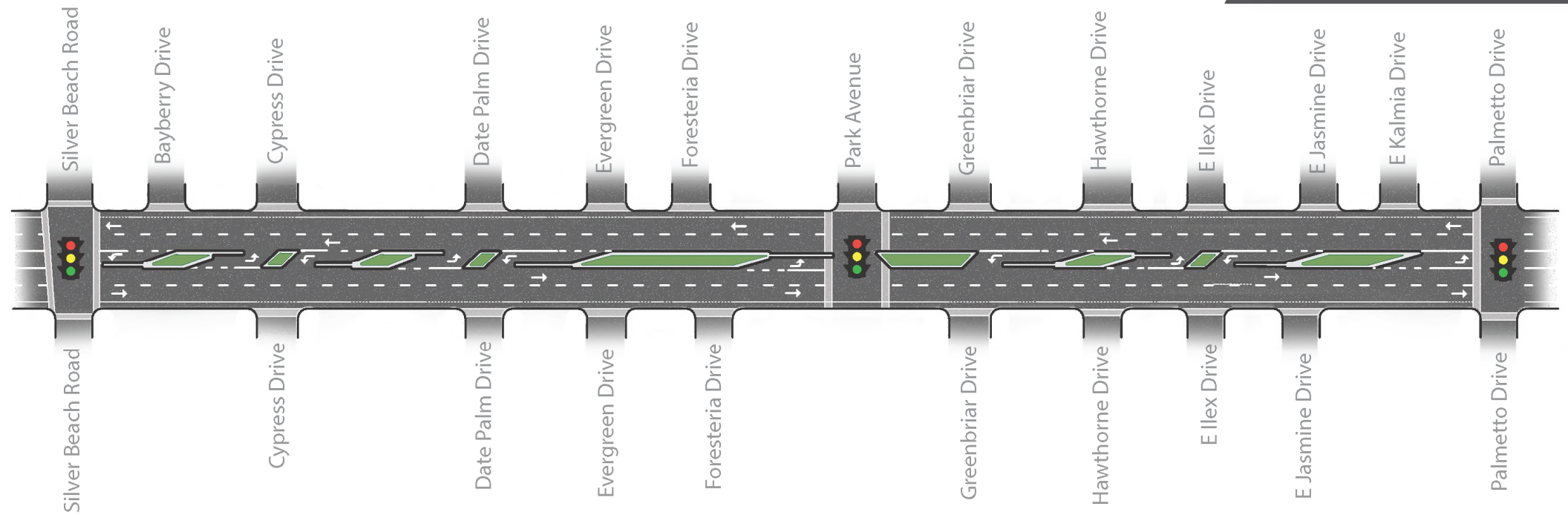


# Access Management Plan Option 2

Item 11.



Proposed Medians

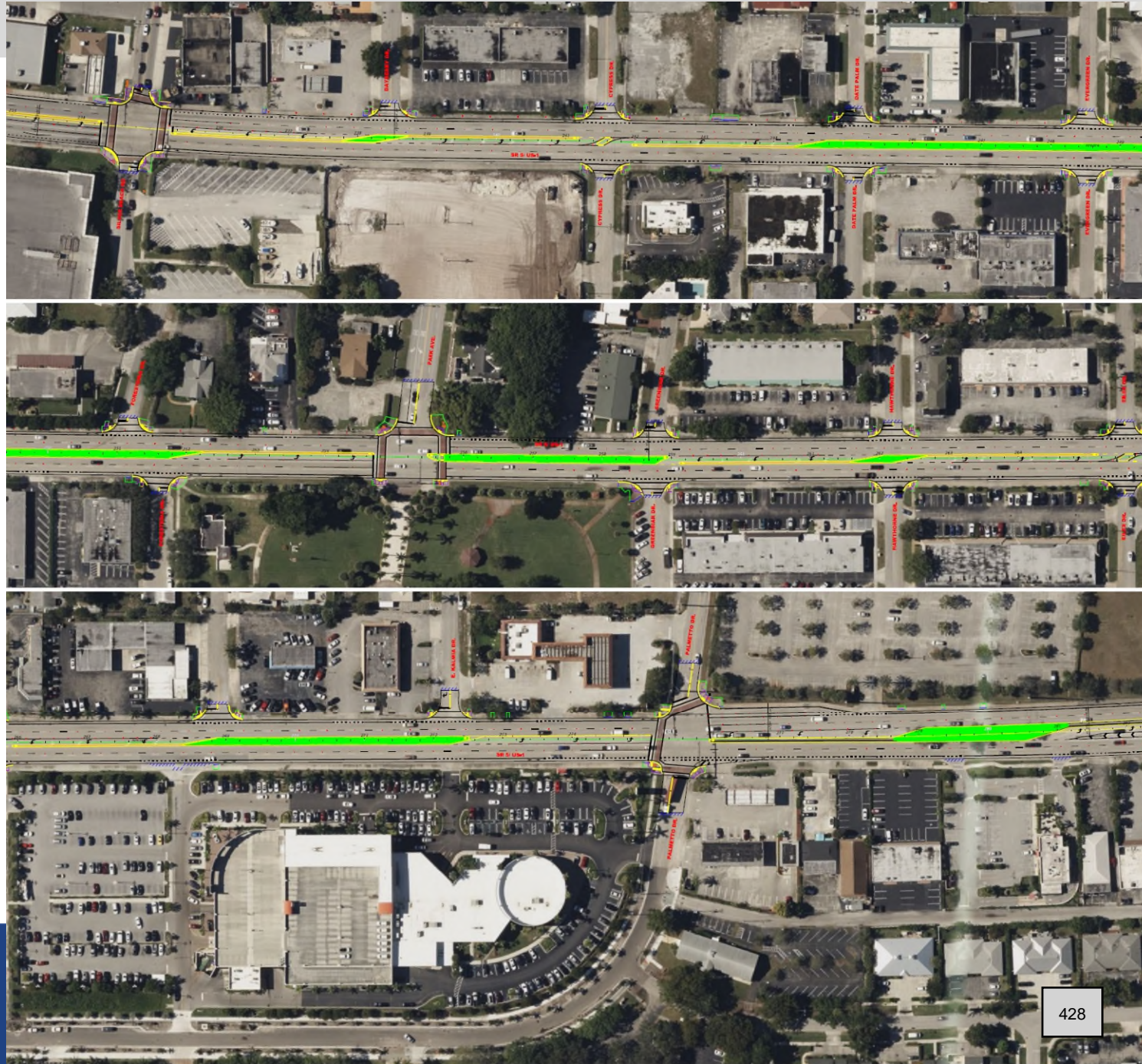




# Access Management Plan Option 2

Item 11.

AMP 2 reflected in  
Resolution of  
Support language  
and current plans





# 3. Deadline

# Deadline

**September 2, 2024 is a courtesy extension provided in lieu of previous deadline of July 1, 2024.**

FDOT needs the following documents signed and executed by new deadline:

1. LFA and Two MMOAs
2. Resolution of Support
3. Escrow Agreement (related to LFA)

After deadline passes without executed agreements, the following changes are made to the plans

1. LFA and Two MMOAs
  - \* Proposed Light pole becomes a standard FDOT pole
  - \* All crosswalks at 3 intersections will be paved over
2. Resolution of Support
  - Median proposed from Silver Beach Road and Palmetto Drive will remain as a continuous dual left turn lane as it is today

# 4. Questions and Answers