



Lake Park Town Commission, Florida

Regular Commission Meeting

Wednesday, October 18, 2023

Immediately Following the Special Call Community

Redevelopment Agency Meeting

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

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

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION/REPORT:

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.

1. Resolution 79-10-23 Authorizing and Directing the Town Manager to Spend Budgeted Funds from the Sanitation Fund Budget to Acquire One (1) New Front-End Loader Refuse Truck and One (1) New Automatic Side-Loader Refuse Truck.
2. Resolution 80-10-23 Authorizing and Directing the Town Manager to Spend Budgeted Funds from the Stormwater Fund Budget to Acquire One (1) New Vacuum Truck and One (1) New Skid Loader.
3. October 4, 2023 Regular Commission Meeting Minutes

BOARD MEMBER NOMINATION:

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION):

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

4. Ordinance 09-2023
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLES I, II, IV AND V OF CHAPTER 24, OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO SOLID WASTE; PROVIDING FOR AMENDMENTS TO THE DEFINITIONS, GENERAL TEXT, AND CERTAIN PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

5. ORDINANCE 08-2023

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-83 OF CHAPTER 78 OF THE TOWN CODE PERTAINING TO LANDSCAPING AND PUBLICLY ACCESSIBLE GREENWAY TREE PLANTING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

OLD BUSINESS:

- 6.** Update on the Proposed Traffic Calming Town Ordinance and Request for Direction from the Town Commission Regarding Desired Review Process and Committee Structure.

NEW BUSINESS:

- 7.** Resolution 85-10-23 Authorizing and Directing the Mayor to Execute an Agreement with Flock Group, Inc., to Furnish, Install, and Service a Vehicle License Plate Recognition System.
- 8.** 2023 Veteran's Day Car Show Requests.

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on November 1, 2023



Town of Lake Park Town Commission

Agenda Request Form

| | |
|----------------------------------|--|
| Meeting Date: | October 18, 2023 |
| Originating Department: | Public Works |
| Agenda Title: | Resolution of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Town Manager to Spend Budgeted Funds from the Sanitation Fund Budget to Acquire One (1) New Front-End Loader Refuse Truck and One (1) New Automatic Side-Loader Refuse Truck. |
| Approved by Town Manager: | <div style="display: flex; align-items: center;"> <div style="text-align: center; margin-right: 20px;"> John D'Agostino </div> <div style="font-size: small;"> 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: 2023.10.02 15:01:46 -04'00' </div> </div> |

| | | | |
|------------------------|-----------------------------------|---------------------------|--|
| Cost of Item: | FY25-FY28: \$192,206.50 | Funding Source: | Capital Leases |
| Account Number: | 404-44200 | Finance Signature: | <div style="display: flex; align-items: center;"> <div style="text-align: center; margin-right: 20px;"> Jeffrey P. Duvall </div> <div style="font-size: small;"> Digitally signed by Jeffrey P. Duvall DN: cn=Jeffrey P. Duvall, o, ou, email=jduvall@lakeparkflorida.gov, c=US Date: 2023.10.02 13:33:40 -04'00' </div> </div> |
| Advertised: | | | |
| Date: | N/A | Newspaper: | N/A |

| | |
|---------------------|--|
| Attachments: | <ol style="list-style-type: none"> 1. Agenda Request Form 2. Resolution 3. Proposal for Purchase of Front-end Loader (FEL) Refuse Truck, per Florida Sheriff's Association Contract Pricing (FSA22-VEH20) 4. Proposal for Purchase of Automatic Side Loader (ASL) Refuse Truck, per Florida Sheriff's Association Contract Pricing (FSA22-VEH20) |
|---------------------|--|

| | |
|----------------------------|-------------------------------|
| Please initial one: | Yes, I have notified everyone |
| X | Not applicable in this case |

Summary Explanation/Background:

The Town of Lake Park, through the Public Works Department, operates a Solid Waste (Sanitation) Utility, which is responsible for the collection and disposal of solid waste generated by commercial and residential properties.

The Sanitation Utility has experienced numerous service disruptions due to the frequent and severe breakdowns of front-end-loader truck No. 44 and automated side loader truck No. 51 used for commercial and residential garbage collection, respectively.

Refuse trucks 44 and 51 were manufactured in 2015 and have exceeded their recommended service life of 7 years.

At the direction of the Town Manager, Town Staff solicited two proposals from Nextran Truck Center for the acquisition of a new Mack TE Front-End Loader refuse truck and a new Mack Automated Side Loader refuse truck. The Florida Sheriff's Association Competitive Bid Award Contract Pricing (FSA22-VEH20) was utilized for the purchase.

The Florida Sheriff's Association Competitive Bid Award Contract Pricing, which is set to be published in October 2023, is expected to increase by nearly 12%. Nextran has taken this into account in their proposals.

Furthermore, the Town Manager has determined that it would be most cost-advantageous and operationally efficient for the Town to purchase these trucks for the following reasons: 1. Mack's authorized service location is located in Riviera Beach and would eliminate long-distance transportation for repairs and service and 2. Nextran Truck Center has allocated two trucks for the Town due to its continued relationship.

The principal costs for the proposed trucks are as follows:

| Equipment | Total Principal Cost | Annual Investment for 4-Year Lease-to-Own Term (FY25-FY28) |
|---|----------------------|--|
| <i>Mack TE Front-End-Loader Refuse Truck</i> | \$368,814.00 | \$92,203.50 |
| <i>Mack LR Automatic-Side-Loader Refuse Truck</i> | \$400,012.00 | \$100,003.00 |
| <i>Total:</i> | \$768,826.00 | \$192,206.50 |

The first payment for these capital purchases is due on October 1, 2024 (FY25). Also, the entire value of these purchases has been included in the Sanitation Rate Analysis completed in June 2023 and adopted by the Town Commission on August 2, 2023.

Finally, once the new trucks arrive, the Public Works Department will move to surplus Front-End Loader No. 44 and Automated Side Loader No. 51 at the Palm Beach County Surplus Thrift Store, in accordance with the Town's Inter-local Agreement.

The Town Manager recommends the lease-purchases of the Mack TE Front-End Loader Refuse Truck and Mack LR Automated Side Loader Refuse Truck.

Recommended Motion: I Move to Adopt Resolution No. _____

RESOLUTION NO. 79-01-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO SPEND BUDGETED FUNDS FROM THE SANITATION FUND BUDGET TO ACQUIRE ONE NEW FRONT-END LOADER REFUSE TRUCK AND ONE NEW AUTOMATIC SIDE-LOADER REFUSE TRUCK; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission is committed to ensuring the highest level of service, efficiency, and dependability in the provision of the Town's solid waste services; and

WHEREAS, the Town Manager has determined that there is the immediate need to replace two refuse trucks for the Public Works Department's sanitation fleet because the existing trucks have exceeded their service-life resulting in increasing maintenance costs; and

WHEREAS, the Town, using the Florida Sheriff's Association Contract Pricing, solicited a proposal to purchase one new Mack TE Front-End-Loader Refuse Truck and one new Mack LR Automatic-Side-Loader Refuse Truck (the "Refuse Trucks"); and

WHEREAS, the Town has complied with the requirements of its Town Code and Florida Statutes pertaining to the competitive bidding of products and commodities; and

WHEREAS, the principal cost of the Mack TE Front-End-Loader Refuse Truck is \$368,814.00 and the estimated principal cost of the Mack LR Automatic-Side-Loader Refuse Truck is \$400,012.00; and

WHEREAS, based upon the proposals provided by Nextran Truck Center, the Town Manager recommends the purchase of these two refuse trucks for the Town's Sanitation Division.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Manager is hereby authorized and directed to purchase one (1) new Mack TE Front-End-Loader Refuse Truck and one (1) new Mack LR Automatic-Side-Loader Refuse Truck, to execute any purchase orders, contracts, or other documents necessary to effectuate said purchases, and to surplus front-end-loader truck No. 44 and automatic side loader truck No. 51 in accordance with the Town's Inter-Local Agreement with Palm Beach County.

Section 3. This Resolution shall be effective upon execution.

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ISUZU

VOLVO

FLORIDA SHERIFF'S ASSOCIATION BID SHEET

CUSTOMER: TOWN OF LAKE PARK

BID NUMBER: FSA22-VEH20 ITEM NUMBER 147

DATE: OCT 21 2022

DESCRIPTION: MACK LR ASL REFUSE

BID NUMBER: LP102822A

| | |
|-------------|---------|
| BASE PRICE: | 166,133 |
|-------------|---------|

PUBLISHED OPTIONS:

| | | |
|------------------|-----------------------|-------|
| 20F46R | 66,000 GVW PACKAGE | 2,024 |
| FEPTO PKG | FEPTO | 777 |
| 1442102 | LR DUEL SIT DOWN STEE | 8,051 |
| 318001 | BAT DISCONNECT | 94 |
| BBA-PK7 | BB AIR LINES | 229 |
| 2LCA1X | CORNER PROTECTOR | 229 |
| HLB-LED | LED HEADLIGHTS | 385 |
| MCEO051 | DOUBLE FRAME | 799 |
| DLR BACKUP ALARM | | 203 |
| NEW | MUNI TAG | 330 |

UNPUBLISHED/OFF CONTRACT OPTIONS

WARRANTY: OP WARRANTY PACKAGE

| | |
|-------------------------------|-------|
| (7YR/250K EP2+EATS, 5 YR A/C) | 7,725 |
|-------------------------------|-------|

| | |
|----------------|---------|
| CHASSIS TOTAL: | 186,979 |
|----------------|---------|

| | | |
|-----------------|------------|---------|
| MFG LIST (BODY) | LABRIE ASL | 170,175 |
|-----------------|------------|---------|

| | |
|-----------------|---------|
| TOTAL DELIVERED | 357,154 |
|-----------------|---------|

FSA 2023 ESTIMATE FOR BUDGET

400,012

Item 1.



ISUZU

VOLVO

FLORIDA SHERIFF'S ASSOCIATION BID SHEET

CUSTOMER: TOWN OF LAKE PARK
 BID NUMBER: FSA22-VEH20 ITEM NUMBER 147
 DATE: OCT 28, 2022
 DESCRIPTION: MACK TE FEL REFUSE
 BID NUMBER: LP102822A

BASE PRICE: 166,133

PUBLISHED OPTIONS:

| | | |
|------------------|--------------------|-------|
| 20F46R | 66,000 GVW PACKAGE | 2,024 |
| FEPTO PKG | FEPTO | 777 |
| 318001 | BAT DISCONNECT | 94 |
| BBA-PK7 | BB AIR LINES | 229 |
| HLB-LED | LED HEADLIGHTS | 385 |
| MCEOO51 | DOUBLE FRAME | 799 |
| DLR BACKUP ALARM | | 203 |
| NEW | MUNI TAG | 330 |

UNPUBLISHED/OFF CONTRACT OPTIONS:

WARRANTY: OP WARRANTY PACKAGE
 (7YR/250K EP2+EATS, 5 YR A/C) 7,725

CHASSIS TOTAL: 178,699

MFG LIST (BODY) WITTKE FEL INC ALLEY CAM 150,600

TOTAL DELIVERED 329,299

FSA 2023 ESTIMATED FOR BUDGET

368,814



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 18, 2023

Originating Department: Public Works

Agenda Title: Resolution of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Town Manager to Spend Budgeted Funds from the Stormwater Fund Budget to Acquire One (1) New Vacuum Truck and One (1) New Skid Loader.

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: 2023.10.02 13:03:29 -0400

Date: _____

Cost of Item: **FY24:** \$56,990.50*
FY25-FY28: \$147,467.25**

Funding Source: * Machinery & Equipment
** Capital Leases

Account Numbers: 402-44200
402-64100

Finance Signature: Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall
DN: cn=Jeffrey P. Duvall, o, ou, email=jduvall@lakeparkflorida.gov, c=US
Date: 2023.10.02 13:46:08 -0400

Advertised:


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

Attachments:

1. Agenda Request Form
2. Resolution
3. Proposal for the purchase of one (1) Vac-Con Sewer Combination Cleaner, per Florida Sheriff's Association Contract Pricing
4. Proposal for the Purchase of one (1) New Holland Skid Steer, per Sourcewell Cooperative Purchasing Pricing

Please initial one:

Yes, I have notified everyone

 _____
Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park operates a Stormwater Utility through the Public Works Department, responsible for managing stormwater runoff and providing efficient, sustainable management for the Town. The Stormwater Utility has experienced frequent operational disruptions due to chronic breakdowns of Vac-Con truck No. 52 and New Holland Skid Steer Loader No. 62, which are utilized in maintaining the stormwater infrastructure.

Truck No. 52 was manufactured in 2009, while loader No. 62 was manufactured in 2006. Both vehicles have exceeded their recommended service life of 7 years.

Upon the Town Manager's instruction, the Town Staff obtained two proposals for the acquisition of one Vac-Con Sewer Combination Cleaner truck, utilizing the pricing provided through the Florida Sheriff's Association Competitive Bid Award Contract (FSA22-VEH20), and one New Holland Skid Steer Loader, utilizing the pricing offered through the Sourcewell Cooperative Purchasing program.

The principal costs for the proposed trucks are as follows:

| Equipment | Total Principal Cost | Annual Investment Vac-Con 4-Year Lease-to-Own Term (FY25-FY28) |
|--|----------------------|---|
| <i>Vac-Con Sewer Combination Cleaner</i> | \$589,869.00 | \$147,467.25 |
| <i>New Holland Skid Steer</i> | \$56,990.50 | <i>Outright Purchase</i> |
| <i>Total:</i> | \$646,859.50 | \$147,467.25 |

The first payment for these capital purchases is due on October 1, 2024 (FY25). Also, the entire value of these purchases has been included in the Stormwater Rate Analysis completed in June 2023 and adopted by the Town Commission on August 2, 2023.

Finally, once the new trucks arrive, the Public Works Department will move to surplus the Vac-Con Sewer Combination Cleaner Truck No. 52 and New Holland Skid Steer Loader No. 62 at the Palm Beach County Surplus Thrift Store, in accordance with the Town's Inter-local Agreement.

The Town Manager recommends the lease-purchase of the Vac-Con Sewer Combination Cleaner truck and the purchase of the New Holland Skid Steer loader.

Recommended Motion: I Move to Adopt Resolution No._____.

RESOLUTION NO. 80-10-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO SPEND BUDGETED FUNDS FROM THE STORMWATER FUND BUDGET TO ACQUIRE ONE NEW VACUUM TRUCK AND ONE NEW SKID STEER LOADER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission is committed to ensuring the highest level of service, efficiency, and dependability in the operation of the Town's stormwater utility; and

WHEREAS, the Town Manager has determined that there is the immediate need to replace the Vac-Con Sewer Combination Cleaner (Vacuum) Truck and the Skid Steer Loader because the existing equipment have exceeded their service life resulting in increased maintenance costs; and

WHEREAS, the Town, using the Florida Sheriff's Association Contract Pricing, solicited a proposal from Southern Sewer Equipment Sales to purchase one Vacuum Truck, and using the Sourcewell Cooperative Purchasing Pricing, solicited a proposal from Thompson Tractor to purchase one Skid Steer Loader for its Stormwater Division; and

WHEREAS, the Town has complied with the requirements of its Code and Florida statutes pertaining to the competitive bidding of products and commodities; and

WHEREAS, the estimated principal cost of the Vacuum Truck is \$589,869.00 and the estimated principal cost of the Skid Steer Loader is \$56,990.50; and

WHEREAS, based upon the proposals provided by Southern Sewer Equipment Sales and Thompson Tractor, the Town Manager recommends the purchase of the Vacuum Truck and the Skid Steer Loader for the Town's Stormwater Division.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Manager is hereby authorized and directed to purchase one (1) Vac-Con Sewer Combination Cleaner Truck and one (1) Skid Steer Loader and to execute any purchase orders, contracts, or other documents necessary to effectuate said purchases, and to surplus Vac-Con Sewer Combination Cleaner Truck No. 52 and New Holland Skid Steer Loader No. 62 in accordance with the Town's Inter-Local Agreement with Palm Beach County.

Section 3. This Resolution shall be effective upon execution.

P:\DOCS\26508\00001\DOC\2807758.RTF

Southern Sewer Equipment Sales

Item 2.

800-782-4134



SouthernSewer.com



772-595-6940

Mr. Paul Mathis

June 13, 2023

Town of Lake Park

650 Old Dixie Highway

Lake Park, FL 33403

Email: shop@lakeparkflorida.gov

Copy: Mr. John Wylie, email: jwylie@lakeparkflorida.gov

Dear Mr. Mathis:

Southern Sewer Equipment Sales is pleased to provide the Town of Lake Park with a budget quote for a new Vac-Con Sewer Combination Cleaner.

New Vac-Con Sewer Combination Cleaner Model V312LHAEN/1300

Three Stage Centrifugal Compressor Vacuum System

Vacuum System Hydrostatic Drive Via Transfer Case

12 Cubic Yard 1/4" Corten Steel Debris Tank

Dome Style Rear Door

Hydraulic Rear Door Locks

Debris Tank Dumping: Minimum 50 Degree, Power Up/Power Down

Hydraulic Scissor Lift

Debris Body Power Flush Out System

5" Butterfly Decanting Valve with 10' Lay-Flat Hose

Automatic Vacuum Breaker and Overfill Protection

10' Telescopic Hydraulic Boom with 270 Degree Rotation and Joystick Control

8" Vacuum Intake Hose

Boom Travel Tie Down

1300 Gallon Capacity Cross Linked Polyethylene Water Tanks

2 1/2" Water Drain Gate Valve Assembly

Front Mounted Articulating Hose Reel

500' x 1" High Pressure Jetter Hose

10' x 1" Leader Hose

Hose Footage Counter

Flexible Hose Guide (Tiger Tail)

50' Retractable Hand Gun Hose Reel with Hose

Doral



Fort Pierce



Orlando

60 GPM @ 2,000 PSI Water Pump
 Water Pump Hydrostatic Drive
 Water Pump Remote Oil Drain
 20 GPM @ 750 PSI Washdown System with Hand Gun and 25' Hose
 Sanitary and Penetrator Nozzle
 20' Aluminum Suction Pipes: 1) 3', 1) 5', 1) 6' and 1) 6.5' Catch Basin Nozzle with Quick Clamps
 LED Arrow Stick
 Boom Mounted LED Flood Lights with Limb Guards
 LED Strobe Light with Limb Guard, Rear Debris Tank Mounted
 Rear View Back Up Camera System with Monitor
 Rear Mounted Tow Hooks
 Body Load Limit Alarm, Level Indicator
 Low Water Alarm with Light
 Steel Storage Box Behind Cab, 16" x 42" x 96"
 Zinc PPG Paint Line Process
 12 Month Standard Warranty for Vac-Con Module

Mounted on a Freightliner 114SD Chassis
 66,000 GVWR
 Tandem Rear Axle
 Cummins ISL 370 HP Diesel Engine
 Allison 3000 RDS Automatic Transmission
 Driver & Passenger Air Ride Seats
 Power Windows and Locks
 Cruise Control

BUDGET PRICE: \$538,482.00

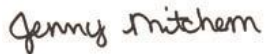
Additional Options Requested by the Town (not included in above price): \$51,387.00

Built In Body Prop
 Rear Splash Guard Tank Mounted
 200 GPM Hydraulic Pump Off System with 20' Lay Flat Hose, Rear Mounted
 Upgrade to 100' Retractable Hand Gun Hose Reel with Hose
 Centrifugal Compressor Fan Flush Out System
 Centrifugal Compressor Quiet Silencer, Stainless Steel
 Grease Assembly for Articulating Hose Reel

Remote Boom Grease Zerk Assembly
Remote Debris Tank Grease Zerk Assembly
LED 4 Strobe System: 2) Front Bumper, 2) Rear Frame
Mid-Body LED Strobes, Frame Mounted
Mid-Body LED Flood Lights with Limb Guards
Front Camera to View in Front of Hose Reel Area
Lazy Susan Pipe Rack

We appreciate the opportunity to provide the Town of Lake Park with this proposal. If you have any questions, please contact Jordyn Brock at (772) 882-8931.

Sincerely,

A handwritten signature in dark ink that reads "Jenny Mitchem". The signature is written in a cursive, slightly slanted style.

Jenny Mitchem
Office Manager



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 18, 2023

Agenda Item No.

Agenda Title: October 4, 2023 Regular Commission Meeting Minutes.

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

Approved by Town Manager **John D'Agostino** Date: _____
Laura Weidgans, Deputy Town Clerk
 Name/Title **no**

Digitally signed by John
 D'Agostino
 DN: cn=John D'Agostino,
 o=Town of Lake Park,
 ou=Town Manager,
 email=jdagostino@lakepa
 rkflorida.gov, c=US
 Date: 2023.10.09 15:57:03
 -04'00'

| | | |
|---|--|--|
| Originating Department: Town Clerk | Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____ | Attachments: Minutes Exhibits A-C Public Comment Cards |
| Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone _____ or Not applicable in this case LW Please initial one. |

Recommended Motion: I move to approve the October 4, 2023 Regular Commission Meeting Minutes.



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Wednesday, October 04, 2023

Immediately Following the Special Call Community

Redevelopment Agency Meeting

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

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

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

CALL TO ORDER/ROLL CALL

6:42 P.M.

PRESENT

Mayor Roger Michaud

Vice-Mayor Kimberly Glas-Castro

Commissioner John Linden

Commissioner Mary-Beth Taylor

Commissioner Judith Thomas

PLEDGE OF ALLEGIANCE

The pledge was conducted during the Special Call Community Redevelopment Agency Meeting.

SPECIAL PRESENTATION/REPORT:

1. Proclamation Declaring October 1-7, 2023, as Banned Books Week
Mayor Michaud presented Library Director Judith Cooper with the proclamation. Library Director Cooper listed books that are being banned. She expressed her passion for reading and books in general. She thanked the Commission for the support of this proclamation.
2. Proclamation Declaring October 15-21, 2023, National Friends of Libraries Week
Vice-Mayor Glas-Castro presented members of the Friends of the Library with the proclamation. Friends of the Library representative Mrs. Batista thanked everyone for their support of the proclamation and encouraged everyone to become a member of the Friends of the Library.
3. Presentation on Recent, Ongoing, and Programmed Public and Private Infrastructure Improvement Projects in the Town of Lake Park.

Public Works Director Roberto Travieso and Project Manager John Wille presented to the Commission (see Exhibit "A"). Commissioner Linden asked about the light poles in the Town and what the cost would be. Public Works Director Travieso stated that this would only affect electrical distribution utility poles, not street lighting and the Town does not own any of those poles. Commissioner Linden also stated there was a discrepancy between the presentation provided to the Commission and the one that is up on the screen. Project Manager Wille stated the grant is for \$325,000, but requires a Town match for \$325,000. Project Manager Wille went on to say that the town is approaching its total required contribution and everything after that would be grant funded. He stated they would provide an updated presentation that would account for the discrepancy. Commissioner Linden asked about the CRA Streetscape Project and if it included any work on the roadway. Project Manager Wille stated there is no asphalt work being done, but it does include re-setting the pavers.

Commissioner Thomas also asked that the Town's documentation delineate the grant funds that are a part of this project prior to publishing to the Town website so that it coincides with the budget that was adopted. She also wanted to thank Grant Writer/Chief Public Information Officer Merrell Angstreich for making it possible to obtain the \$11 million grant. She also wants the residents to understand that staff is here for them as well.

Commissioner Taylor spoke positively of the upcoming projects in the Town such as the Monument sign and the Pocket Park.

Vice-Mayor Glas-Castro wanted to thank staff as well. Commissioner Thomas asked about the capital project signs and if this was a part of the budget. Project Manager Wille stated that they are a part of each project's budget. Commissioner Linden requested to have more frequent updates on Town projects such as every 2 months or every month. Vice-Mayor Glas-Castro stated that she felt quarterly updates are adequate. Mayor Michaud agreed with quarterly updates. Commissioner Thomas agreed with quarterly updates as well. Commissioner Taylor stated that the Commissioners could provide their own updates as they see projects progressing throughout the Town.

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.

-Mrs. Iris Sullivan 348 Flagler Blvd. expressed concerns that the Publix shopping carts are all over the Town and no one is bringing them back to the store.

-Terence Davis thanked the Commission for the work that they do and expressed concern with communication issues with staff and wants to know the process for reporting issues and also for making commendations.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D'Agostino presented his comments via Exhibit "B". The Commission and the Town Manager discussed the approval process for the Eagle Scouts project. The Eagle Scouts will be invited to make a presentation on November 1st. The Commission asked that the Private Public Partnership (P3) Meeting be scheduled for either November 1 or 15. Town Manager D'Agostino also provided an update on the Holiday Light Display project in the town and advised that there will be a Stakeholder Meeting on Tuesday October 10th at the Brewhouse Gallery at 8:30 am. Town Manager D'Agostino advised that there will need to be a discussion about possible road closures at night on the weekends to allow for foot traffic. He expects for this to be a significant display of lights and will represent multiple cultures.

Commissioner Thomas stated that she enjoyed the Centennial Celebration. She stated it might have been better attended if there weren't so many interior streets that were blocked off.

Commissioner Linden enjoyed the Centennial Art & Music Festival. He asked that the public parking signs be improved. He stated that the Lake Park Elementary School Centennial Celebration was great. He explained that there was an incident during the Arts & Music Festival in which an individual called him and he did not know how to get assistance from either staff or law enforcements after hours. Public Works Director Travieso explained that with the 2024 budget they have included an after- hours answering service but the service has not yet been rolled out. Commissioner Linden spoke about homeless relocation from another municipality and what we could do for and about them. He asked about utilizing surveillance cameras and a Sheriff's Office presence before the homeless situation gets too far. Mayor Michaud spoke about a Palm Beach Sheriff's Office division that offers assistance to the homeless and that the Town should be relying on the expertise of this division in regards to the homeless in the Town. Mayor Michaud also wanted to commend the Friends of the Lake Park Public Library. Commissioner Linden spoke about an email received about the Little Free Library. Town Manager D'Agostino spoke about residents producing some brochures advertising the Little Free Library, but that any changes to this program would need to be discussed by the Commission. He stated that Commissioner Linden had requested that flyers be printed and distributed. He felt that there were no restrictions about distributing flyers for this program. Grant Writer/Chief Public Information Officer Merrell Angstreich explained that any flyers should be directed through her office as long as the Commission votes that they want these to go out. A discussion ensued regarding the publication of their addresses on flyers. Vice-Mayor Glas-Castro asked when the next stand will be going up. Library Director Judith Cooper stated that they have had two residents that have inquired about having one installed on their property. Commissioner Thomas asked who would pay the cost for production and distribution. Town Manager D'Agostino stated that the Town would bear the cost. Commissioner Linden stated that they are not requesting the Town handle distribution. The Commission discussed. Public Works Director Travieso suggested using a Geographic Information System (GIS) where parties could search for locations and the link could be placed on the library's webpage. The Commission came to consensus to having the Town handle the advertising of the Little Free Libraries.

Commissioner Taylor had no comments.

Vice-Mayor Glas-Castro had no 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.

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

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

4. September 20, 2023 Final Public Budget Hearing Minutes
5. September 20, 2023 Regular Commission Meeting Minutes
6. Resolution 81-10-23 Joining Other Southeast Florida Local and Tribal Governments, Endorsing the Southeast Florida Climate Action Pledge; Agreeing to Jointly Advance Strategic Climate Adaptation and Mitigation Planning, Programs, Policies, and Projects; and Advancing the Implementation of the Regional Climate Action Plan as Appropriate for Each Government.
7. Resolution 82-10-23 Authorizing and Directing the Mayor to Execute a Contract with 1st Fire and Security, Inc., to Furnish, Install, Maintain, and Monitor the Town Hall Fire Alarm System.
8. Resolution 83-10-23 Recognizing Florida City Government Week as October 16-22, 2023
9. Authorizing the Town Manager to Sign an Agreement with My Three Sons Fireworks Company to Produce the Centennial Celebration Festival Fireworks Display.

BOARD MEMBER NOMINATION:

NONE

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION):

NONE

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

Town Planner Anders Viane explained the proposed Ordinance. Commissioner Linden asked if Nautilus 220 had agreed with these trees. Town Planner Viane explained that it was staff's intention to have these changes. He stated that yes, they were in agreement with the modification. Commissioner Linden asked if this modification would apply to all new buildings. Town Planner Viane replied that any project that would trigger the Greenway planning requirement would have to abide by this. Mayor Michaud asked if previous applicants would have to abide by the new standards. Town Attorney Baird clarified that yes, they would have to meet the new standards.

Motion made to approve Ordinance 08-2023 by Commissioner Thomas, Seconded by Commissioner Taylor.

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

10. Ordinance 08-2023 Mixed Use Streetscape Landscaping Text Amendments.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-83 OF CHAPTER 78 OF THE TOWN CODE PERTAINING TO LANDSCAPING AND PUBLICLY ACCESSIBLE GREENWAY TREE PLANTING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Baird read the Ordinance by title only.

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

NONE

OLD BUSINESS:

NONE

NEW BUSINESS:

11. Resolution 84-10-23 Declaring Zoning In Progress Pertaining to the Development Regulations for Affordable or Workforce Housing to Implement the Live Local Act.

Town Manager D'Agostino explained the purpose of the Resolution. Community Development Director Nadia DiTommaso provided a summary of the Resolution (Exhibit C).

Vice-Mayor Glas-Castro commented about the Town's ability to handle certain aspects of the plan. Town Attorney Baird stated that he will be working with staff to develop a workforce housing program. Commissioner Linden stated he would like to see a dollar amount mentioned. Town Manager D'Agostino stated it would depend on economic conditions and housing costs. Commissioner Linden asked if the 1 year deadline is realistic. Community Development Director DiTommaso stated she felt that a maximum of 1 year is reasonable.

Public Comment:

Mr. Glen Spiritis of Riviera Beach has been working with Town staff on a mixed use project for over a year and based on Town staff comments, they have been working on revised plans that meet the comments of the Town. He is requesting that the Commission quickly adopt this resolution but exclude the Kelsey on the Park project from the review stipulations.

Mr. Terrance Davis expressed disappointment with the progress of their project and stated they were treated like "dogs" and have been nothing but respectful, loving and honest. He stated that staff members have been inconsistent with what they are telling the Commission.

Commission Discussion:

Vice-Mayor Glas-Castro expressed concerns with the Town having to monitor projects for housing affordability.

Commissioner Thomas asked for clarification.

Town Attorney Baird responded to stated that this resolution has to deal with having time for adopting regulations for affordable housing under the Live Local Act.

Commissioner Linden asked in a developer could go through affordable housing without going through the Live Local Act. Town Attorney Baird stated that yes, they are able to do that.

Motion made to approve Resolution 84-10-23 by Commissioner Thomas, Seconded by Vice-Mayor Glas-Castro.

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

REQUEST FOR FUTURE AGENDA ITEMS:

Commissioner Linden suggested allowing dogs in our parks.

Town Manager D'Agostino requested requiring a level of decorum in Commission meetings.

Mayor Michaud would like to talk about a salary increase for the Town Manager.

ADJOURNMENT:

9:17 P.M.

Motion made to adjourn by Commissioner Thomas, Seconded by Commissioner Taylor.

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

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on October 18, 2023.

Mayor Roger D. Michaud

Town Seal

Vivian Mendez, Town Clerk

Laura Weidgans, Deputy Town Clerk

Approved on this _____ of _____, 2023

Recent, Ongoing, and Planned Infrastructure Improvement Projects within the Town of Lake Park

Exhibit A

Roberto Travieso
Public Works Director

John Wille
Public Works, Capital Projects Manager



Presentation Agenda



1. Private Utility Projects
2. Town Projects
3. Community Redevelopment Agency (CRA) Projects
4. Discussion/Questions





Private Utility Projects



Water/Wastewater Utility Improvements

- **Owner:** Seacoast Utility Authority
- **Location:** US Highway 1/Town road intersections
- **Goal:** Replace 5.3K feet water/sewer lines
- **Status:** In Progress
- **Estimated Cost:** \$2.7M
- **Est. Completion Date:** Nov 2023



Overheard Electrical Infrastructure Hardening



- **Owner:** Florida Power & Light Company
- **Location:** Multiple locations throughout Town
- **Goal:** Install stronger poles; replaced outdated equipment; build storm resiliency
- **Status:** In Progress
- **Estimated Cost:** Unknown
- **Estimated Completion Date:** 2024



Natural Gas Infrastructure Improvements



- **Owner:** Florida Public Utility
- **Location:** US-1, Northlake Blvd, Old Dixie Hwy, Park Ave, and Silver Beach Rd
- **Goal:** Safety; Reliability; Sustainability
- **Status:** In Progress
- **Estimated Cost:** >\$5M
- **Est. Completion Date:** March 2024





Town Projects

W. Ilex Park Playground



- **Owner:** Town of Lake Park
- **Location:** 800 W. Ilex Dr.
- **Goal:** Recreation/Green Space
- **Status:** Phase I Completed
- **Funding Sources:**
 - Town Funds: \$3,912.42
 - Grant Funds: \$55,433.00
- **Completion Date:** October 2023



Town Hall Monument Sign



- **Owner:** Town of Lake Park
- **Location:** 535 Park Ave
- **Goal:** Public Information
- **Status:** Fabrication/Permitting
- **Funding Source:**
 - Town Funds: \$42,858
- **Est. Completion Date:** October 2023



2nd Street Stormwater Green Infrastructure



- **Owner:** Town of Lake Park
- **Location:** 2nd Street, between Foresteria Dr and Evergreen Drive
- **Goal:** Drainage/Improve Road Surface
- **Status:** Permitted
- **Funding Sources:**
 - Town Funds: \$55,000.00
 - Grant Funds: \$563,758.00
- **Est. Completion Date:** October 2023



Town Hall Preservation



- **Owner:** Town of Lake Park
- **Location:** 535 Park Ave
- **Goal:** Preservation (New Roof, repairs to ext. balconies and roof truss repairs; Paint)
- **Status:** Awarded roof contract; Pending Bids to repair roof truss framing
- **Funding Sources:**
 - Town Funds: \$325,000.00
 - Grant Funds: \$325,000.00
- **Est. Completion Date:** January 2024





Bert Bostrom Park Green Infrastructure

- **Owner:** Town of Lake Park
- **Location:** Bert Bostrom Park (6th St-Bayberry Dr)
- **Goal:** Increased drainage capacity; Water Quality
- **Status:** Designed; DEP Permitted; Soliciting Bids
- **Funding Sources:**
 - Town Funds: \$189,055.00
 - Grant Funds: \$4.5M
- **Est. Completion Date:** February 2025



Southern Outfall Rehabilitation



- **Owner:** Town of Lake Park
- **Location:** Just north of US1-Cypress Dr intersection, then east to Seawall
- **Goal:** Increased drainage capacity
- **Status:** Designed; DEP Permitted; Soliciting Bids
- **Funding Sources:**
 - Town Funds: \$158,370.00
 - Grant Funds: \$2.5M
- **Est. Completion Date:** February 2025



Park Avenue Lane Reduction



- **Owner:** Town of Lake Park
- **Location:** Park Avenue, from US-1 to 7th Street
- **Goal:** Mobility/Drainage
- **Status:** 90% Designed; awaiting funding
- **Estimated Cost:** \$2.5M
- **Funding Source:** To-be-determined
- **Est. Completion Date:** TBD





CRA Projects

Downtown District Streetscape Improvements



- **Owner:** CRA
- **Location:** Park Ave's Blocks 700-900
- **Goal:** Replace/Refresh Landscape and Hardscape
- **Status:** Contract awarded
- **Estimated Cost:** \$466,084
- **Funding Source:** CRA
- **Est. Completion Date:** April 2024





7th Street Pocket Park

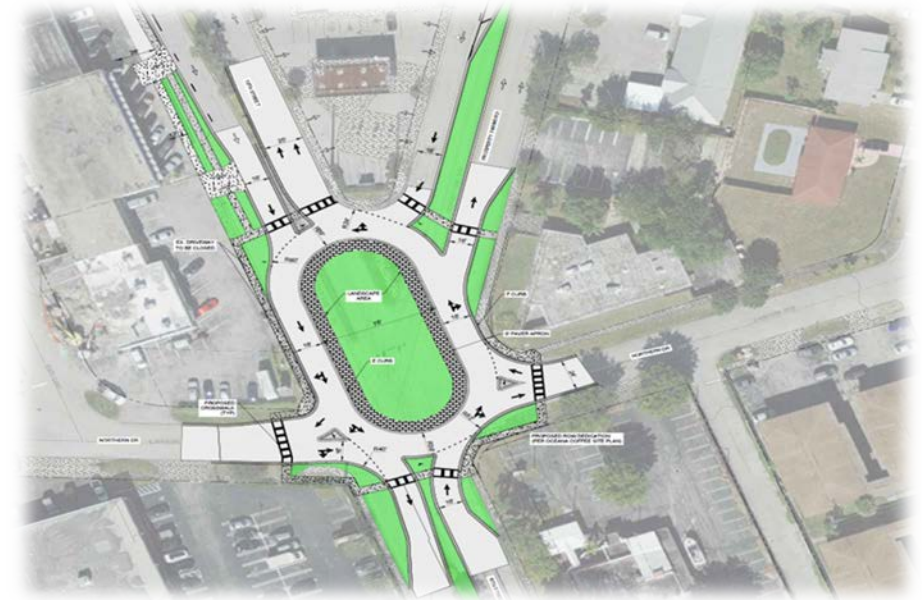
- **Owner:** CRA
- **Location:** 610 7th Street
- **Goal:** Recreation/Environmental
- **Status:** Permitting
- **Estimated Cost:** \$193,410
- **Funding Source:** CRA
- **Est. Completion Date:** Dec 2023



10th Street Oval About



- **Owner:** Town/CRA
- **Location:** 10 Street/Prosperity Farms Rd
- **Goal:** Mobility/Environmental
- **Status:** 90% designed; Review by PBC and Town staff
- **Design Cost:** \$126,092.00 (Town/CRA Funds)
- **Estimated Construction Cost:** \$1.4M
- **Construction Funding Source:** To-be-determined
- **Est. Completion Date:** To-be-determined



Capital Project Signs



To better inform stakeholders about Capital Projects of significant public interest, the Public Works Department is installing project signs at select project locations in the Town.



Learn More About Town Capital Projects



Visit the Town's Public Works Department Capital Projects webpage to access an interactive application on these and other projects.



www.lakeparkflorida.gov/projects



[\(561\) 881-3345](tel:(561)881-3345)



publicworks@lakeparkflorida.gov





Discussion/Questions



TOWN MANAGER COMMENTS

Item 3.

TOWN COMMISSION MEETING Wednesday, October 4, 2023

HUMAN RESOURCES

Job Openings:

- Administrative Assistant (In the Public Works Department) – Hourly rate: \$18.91 to \$30.25
- Dock Attendant – Hourly rate: \$18.91 to \$30.25
- Groundskeeper—Hourly rate: \$16.51 to \$26.42
- Library Assistant – Children's – Hourly rate: \$15.43 to \$24.69
- Sanitation Truck Operator I – Hourly rate: \$18.91 to \$30.25
- Sanitation Truck Operator Trainee – Hourly rate: \$17.67 to \$28.27
- Stormwater Technician II – Hourly rate: \$21.65 to \$34.63
- Maintenance Worker – Hour rate: \$18.91 to \$30.25

All of the above positions are open until filled.

To view the complete job posting for the above position or to download an employment application, please visit the Town's official website at www.lakeparkflorida.gov . For additional information please contact the Town's Human Resources Department at 561-881-3300 and choose Option 8.

PUBLIC WORKS

In January 2023, Town Staff recommended to the Town Commission the purchase of stormwater video inspection equipment to facilitate completing this work in-house. As a result, the Public Works Department is pleased to announce that for the first time since 2009, our Stormwater Management program is in full compliance with the Florida Department of Environmental Protection's inspection guidelines, which require video inspection of at least 10% of the stormwater infrastructure each calendar year. By completing this work in-house, year to date, the Town has reduced comparable contractor costs by 12%, with inhouse camera equipment, we project to increase savings over the life of the camera system by eliminating contract services. We also control the quality of the work product by performing the tasks internally.

For questions about this and other Stormwater Management initiatives, please contact the Public Works Department by dialing (561) 881-3345, emailing: publicworks@lakeparkflorida.gov or by visiting www.lakeparkflorida.gov/drainage.

SPECIAL EVENTS

Centennial Celebration Gala

The Centennial Celebration Gala will be held on **Saturday, October 14** from 6:00 p.m. – 11:00 p.m. in the Town Hall Mirror Ballroom. There will live entertainment, dinner and dancing. Tickets

are on sale for \$100.00 per person. For more information, contact the Special Events Department at 561-840-0160.

Item 3.

Sunset Celebration Fall Festival

The Sunset Celebration Fall Festival will be held on **Friday, October 27** from 6:00 p.m. – 9:00 p.m. at the Lake Park Harbor Marina. There will be live entertainment, a full bar, happy hour prices, and a variety of food, art and craft vendors. For more information, contact the Special Events Department at 561-840-0160.

TOWN COMMISSION CONSENSUS

P3 Workshop

In response to the request at the September 20, 2023 meeting that staff determine Don Delaney's availability for a P3 workshop immediately preceding the October 4, 2023 regular Commission meeting, staff advised the Commission that Mr. Delaney has a number of related tasks to address prior to conducting a thorough workshop worthy of the Commission and that he has requested that the Commission consider a brief but thorough workshop prior to the November 1st or the November 15th Commission meeting. The purpose of this comment is to obtain Commission consensus for a P3 workshop immediately preceding either the November 1st or the November 15th regular Commission meeting.

Gold Star Memorial Eagle Scout Project

In late August, the Town received an application from the Eagle Scouts for renovations to the Gold Star Memorial and surrounding area in Kelsey Park. The Town Manager asked Community Development to comment and enclosed are copies of the application received, and the preliminary comments provided by Community Development. Follow-up communications were exchanged between the Eagle Scouts, the Manager's Office and Community Development. The Town Manager and Community Development advised the Eagle Scouts that a presentation to the Town Commission is required since consensus from the entire Commission is needed, especially since the Gold Star Memorial and Memorial pathways and gardens are a component of the Parks Master Plan, for which the park projects are currently being prioritized. Since this project was brought to our attention by Commissioner Linden, this comment is being provided for further discussion by the Town Commission. At this time, a presentation by the Eagle Scouts is not scheduled and detailed plans/drawings are not available. Please refer to the enclosures.

The Town Manager discussed with Commissioner Linden, the need to have the project approved by the Town Commission. The ability for the Eagle Scout candidate to make a public presentation before the Town Commission is a life-time experience that will contribute to the overall success of the project and the development of the young man.



Item 3.

TOWN OF LAKE PARK
CENTENNIAL CELEBRATION

Gala

SATURDAY, OCTOBER 14

6:00 PM - 11:00 PM

MIRROR BALLROOM

535 PARK AVENUE
LAKE PARK, FL 33403

TICKETS \$100.00 PER PERSON

SEMI-FORMAL ATTIRE
DINNER, DANCING
AND LIVE ENTERTAINMENT

TO PURCHASE TICKETS VISIT
WWW.LAKEPARKFLORIDA.GOV,
CALL 561-840-0160 OR EMAIL

SUNSET CELEBRATION FALL FESTIVAL



**FRIDAY, OCTOBER 27, 2023
6:00 PM - 9:00 PM
LAKE PARK HARBOR MARINA
105 LAKE SHORE DRIVE
LAKE PARK, FL 33403**

**JOIN US FOR A FAMILY-FRIENDLY EVENT WITH LIVE
ENTERTAINMENT, FOOD VENDORS, ART & CRAFT
VENDORS, TRICK OR TREATING AND A COSTUME
CONTEST. ADMISSION & PARKING ARE FREE.
FOR MORE INFORMATION CONTACT THE
SPECIAL EVENTS DEPARTMENT AT 561-840-0160**

Janet Perry

From: Nadia DiTommaso
Sent: Tuesday, September 5, 2023 11:06 AM
To: Janet Perry
Cc: Bambi Turner; Roberto Travieso
Subject: FW: Gold Star Memorial Kelsey/Lakeshore Parks
Attachments: Gold Star Memorial Eagle Scout Project.pdf
Importance: High

Good morning Janet-

Perhaps the Town Manager already reviewed the email below. Just in case he did not, if you can bring it to his attention I'd greatly appreciate it. He was seeking input for the Commissioner and applicant which I provided below.

Thank you,
 Nadia

Nadia Di Tommaso, FRA-RP, LEED Green Associate
 Community Development Director
 Town of Lake Park, Community Development Department
 535 Park Avenue
 Lake Park, FL 33403
 Phone: (561) 881-3319
 Fax: (561) 881-3323



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From: Nadia DiTommaso
Sent: Wednesday, August 30, 2023 11:26 AM
To: John D'Agostino <jdagostino@lakeparkflorida.gov>
Cc: Bambi Turner <bturner@lakeparkflorida.gov>; Roberto Travieso <rtravieso@lakeparkflorida.gov>
Subject: RE: Gold Star Memorial Kelsey/Lakeshore Parks
Importance: High

Good morning John-

First off, I would like to commend the efforts that are being undertaken to improve the gold star memorial as a commemorative honor and legacy reflection area in our Town.

I have a few comments based on the attached proposal. Some of my comments require additional input from other departments therefore, I am looping others in as well.

(1) Parks Master Plan, Requirements and Timeline:

It would be helpful if drawings/plans and visuals, along with material details are provided and that these are included in a formal presentation that can be presented to our Town Commission. The project start date as indicated in the attached proposal is October 2023 however, the proposal also indicates that funding still needs to be secured through a GoFundMe page and that drawings still need to be developed. October 2023 may not be feasible (see my comment 2 below). The Parks Master Plan identifies the following:

Memorial Garden

All memorials and plaques have been retained in the new Kelsey Park and relocated to the southern portion near the existing Evergreen House to create a memorial garden space. This will allow the Town to display these memorials and dedications in a more intimate and respectful setting. Their location next to the Great Lawn allows for the Town to host larger ceremonies near specific monuments like the Gold Star monument.



The Memorial Gardens area is identified in the Master Plan as an improvement that can occur after all other improvements to maximize its functionality. Since we have this pending proposal, we can certainly explore it however, a formal presentation with drawings and visuals should be provided so as to understand what is proposed in the completed project. We can then better align the proposal with the monument location, pathways, landscaping, and other elements that are identified in the Parks Master Plan once final project drawings and visuals are available for presentation.....and the Town Commission can then discuss and render a final decision.

(1) Project Approval and Coordination:

➔ The proposal indicates the following on page 15 of the PDF:

Permits and Permissions

Note that property owners should obtain **Item 3.**

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it

The only Permissions that I will need to carry out this project are those from the Eagle Board. In regards to the city, the commissioner has me permission and has taken care of the permits. The commissioner has agreed to submit any permits that would be needed if he could himself. I also plan to contact the city to have utilities flagging done one week before the build date.

In addition, the proposal indicates that several workers will be onsite for the improvements and machinery will also be mobilized. I am deferring to Risk Management and Public

Works since normally work on town property requires risk management/insurance clearance and it is normally coordinated and overseen by the PW department. My recommendation is to

have them make a formal presentation to our Town Commission so that approval from the Commission as a whole can be granted. The Commission can also formally designate Commissioner

Linden as the Project Beneficiary Representative per the following that is included on Page 12 of the PDF:

Project Beneficiary

(Name of religious institution, school or community)

| | | | |
|--------------------------------|--------------------------------------|-----------|------------|
| Name: Lake Park | Preferred telephone(s): 312-560-0110 | | |
| Address: 535 Park Avenue | City: Lake Park | State: FL | Zip: 33403 |
| Email Address: Mascaro@aol.com | | | |

Project Beneficiary Representative

(Name of contact person for the project beneficiary)

| | | | |
|--------------------------------|--------------------------------------|-----------|------------|
| Name: John Linden | Preferred telephone(s): 312-560-0110 | | |
| Address: 535 Park Avenue | City: Lake Park | State: FL | Zip: 33403 |
| Email Address: Mascaro@aol.com | | | |

These are my preliminary comments. This proposal can certainly culminate into a project that aligns with the Parks Master Plan, but additional details are necessary, particularly desired drawings/plans and visuals and specific material selections and details. Coordination with town staff is also needed as the final scope may require a formal permit application (page 13 of the PDF describes, in part: new sign, re-grading the area and adding pathways, and this requires a permit).

Let me know if we should schedule an internal meeting to discuss.

Thank you,
Nadia

Nadia Di Tommaso, FRA-RP, LEED Green Associate
Community Development Director
Town of Lake Park, Community Development Department
535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3319
Fax: (561) 881-3323



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From: John D'Agostino <jD'Agostino@lakeparkflorida.gov>
Sent: Tuesday, August 29, 2023 9:46 AM
To: Nadia DiTommaso <NDiTommaso@lakeparkflorida.gov>
Subject: Gold Star Memorial Kelsey/Lakeshore Parks

Attached is a proposal from a Boy Scout. The Scout is going for Eagle Scout and has proposed the attached project in doing so. I want your department to review the proposal and determine suitability for the location etc. Commissioner Linden provided the information to me for my signature. I will not sign the document until the staff has had a chance to review and provide input in the project if necessary.

John D'Agostino
 Town Manager, Town of Lake Park Florida
jdagostino@lakeparkflorida.gov



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Janet Perry

From: John Linden
Sent: Monday, August 21, 2023 10:25 PM
To: John D'Agostino
Cc: Janet Perry
Subject: Fwd:
Attachments: Eagle Project Book (colin reynolds).pdf; Colin Signature Page.pdf

FYI

You should have received this email from Colin.
 Just in case you did not, please look it over and respond directly with him.

Thanks

John Linden

John L. Linden
 Commissioner
 Town of Lake Park
 535 Park Avenue
 Lake Park, Florida 33403
 Office 561.881.3300
 Cell 312.560.0110



From: Colin Reynolds <reynoldscolin80@yahoo.com>
Sent: Monday, August 21, 2023 10:15:01 PM
To: John Linden <jlinden@lakeparkflorida.gov>
Subject:

I hope this email finds you well. I wanted to take a moment to extend my heartfelt thanks for taking the time to meet with me a few months ago. It was a great honor and a valuable experience to sit down and discuss my eagle project which involved renovating the Gold Star Memorial and building a reflection place to commemorate Lake Park's 100th anniversary. My project is to redesign the memorial itself, but my brother's planned project is to construct the reflection space. I'm writing to ask for your help since I've finished my Eagle Scout project book. Please read the suggested project and sign your name and the date under the benefactor part on the signing sheet so I may submit my project for a board of review and start constructing the reflection space. Mr. and Mrs. Katz have already reviewed it and given their approval, but if you notice any errors or want to add anything to the proposed Eagle Project book, please let me know. The proposed project book (pages 9–14) is attached as PDF file to this email. The signature page is after the project book on page 15 and is in a separate file. Please only sign the signature page. Once you sign it, please send it back to me so I can submit it for a board of review. Thank you for your time.

Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

| | |
|---|------------------------|
| <i>Sign below before you seek the other approvals for your proposal.</i> | |
| Candidate's Promise* | |
| On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 4. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chose as beneficiary. | |
| Signed <u>Colin</u> | Date <u>08/20/2023</u> |

* Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project has been approved.

| | | |
|---|--|---|
| Unit Leader Approval* | Unit Committee Approval* | |
| I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow them. | This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal. | |
| Signed <u>Evan Reif</u> | Date <u>08/20/2023</u> | Signed <u>Heather L Katz</u> Date <u>08/20/2023</u> |
| Name (Printed) <u>Evan Reif</u> | | Name (Printed) <u>Heather Katz</u> |

| | | |
|--|--|-------------------------|
| Beneficiary Approval* | Council or District Approval | |
| This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) to which we have agreed. We understand any fund raising the Scout conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required. | I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the Guide to Advancement, No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and share it with the designated project coach. | |
| Our Eagle Candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries." | | |
| Yes _____ No _____ | | |
| Signed _____ | Date _____ | Signed _____ Date _____ |
| Name (Printed) <u>John Linden</u> | | Name (Printed) _____ |

* While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (*). Council or district approval, however, must come after the others.

Colin Reynolds



Eagle Scout Service Project Workbook



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Colin Reynolds

Please give a name to your project Gold Star Memorial Reimagination

Scouts and Parents or Guardians

Please read "Message to Scouts and Parents or Guardians" on pages 5 and 6. This includes excerpts and summaries from the Guide to Advancement that may help ensure requirements are properly administered according to national BSA policies and procedures. Please note, also, that when Eagle Scout candidates submit their project proposal they will promise they have read this entire workbook. Doing so will be important to their success.

Only the Official Workbook May Be Used

Eagle Scout candidates must use the official Eagle Scout Service Project Workbook, No. 512-927, as produced by the BSA and found at www.scouting.org/advancement. Although it is acceptable to copy and distribute the workbook, no council, district, unit, or individual has the authority to produce or require additional forms, or to add or change requirements, or to make any additions, deletions or changes in the text, outlines, links, graphics, or any other elements of the workbook.

Attention: Unit, District, and Council Reviewers

Eagle Scout projects must be evaluated primarily on impact—the extent of benefit to the religious institution, school, or community, and on the leadership provided by the candidate. There must also be evidence of planning and development. This is not only part of the requirement but relates to practicing the Scout motto, Be Prepared. However, in determining if a project meets Eagle Scout requirement 5, reviewers must not require more planning and development than necessary to execute the project. These elements must not overshadow the project itself, as long as the effort was well led and resulted in otherwise worthy results acceptable to the beneficiary.

How to Use This Workbook

This workbook includes valuable information that can help ensure your success. It includes four project forms: a proposal, a plan, a fundraising application, and a report. Following the project report you will find "Navigating the Eagle Scout Service Project," an information sheet that you should provide to the project beneficiary before the beneficiary approves your proposal. You will find it helpful to take the entire workbook—even the parts that have not yet been prepared—with you to all meetings and discussions concerning your project.

Before preparing any of the four forms, read with your parent or guardian, the "Message to Scouts and Parents or Guardians" found on pages 5 and 6. If your project is worthy and meets Eagle Scout requirement 5 as written, the message will help you successfully present your proposal through the approval process.

Preparing the Project Proposal

Your proposal must be completed first. It is an overview, but also the beginnings of planning. Be sure to read "Instructions for Preparing Your Proposal" which appears right after the proposal cover page in this workbook.

The Project Plan

Prepare your project plan after your proposal has been approved, but before you begin work on your project. The Project Plan form is a tool for your use. No one approves it, although your project beneficiary has the authority to review it and require changes in it. Your project plan can also be important in showing your Eagle Scout board of review that you have planned and developed your project as required. And you are strongly encouraged to share your project plan with an Eagle Scout service project coach. Doing so can help you avoid many problems associated with service projects. Be sure to check with the council or district person who approved your proposal to learn how project coaches are designated in your community.

The Fundraising Application

If your fundraising effort involves contributions only from the beneficiary, or you, your parents or relatives, your unit or its chartered organization, or parents or members in your unit, then you do not need a fundraising application. If you will be obtaining money, materials, supplies, or donations from other sources, you may need to submit an application. See "Procedures and Limitations on Eagle Scout Service Project Fundraising," which appears on page B of the fundraising application.

The Project Report

Prepare the project report after the project has been executed. You must sign it to confirm you led and executed the project. Note also, the signature lines for the beneficiary's and your unit leader's approval that your project fulfilled Eagle Scout requirement 5.

Meeting Eagle Scout Requirement 5

Eagle Scout Requirement 5

While a Life Scout, plan, develop, and give leadership to others in a service project helpful to any religious institution, any school, or your community. (The project must benefit an organization other than the Boy Scouts of America) A project proposal must be approved by the organization benefiting from the effort, your unit leader and unit committee, and the council or district before you start. You must use the Eagle Scout Service Project Workbook, No. 512-927, in meeting this requirement.

Project Purpose

In addition to providing service and fulfilling the part of the Scout Oath, "To help other people at all times," one of the primary purposes of the Eagle Scout service project is to learn leadership skills, or to improve or demonstrate leadership skills you already have. Related to this are important lessons in project management and taking responsibility for a significant accomplishment.

Choosing a Project

Your project must be for any religious institution, any school, or your community. It is important to note, however, that the BSA has defined "your community" to include the "community of the world." Normally, "your community" would not refer to individuals, although a council or district advancement committee may consider scenarios in which an individual in need can affect a community. It is then a matter of identifying a source representing the "community" who will provide approvals. For more information, see the Guide to Advancement, No. 33088, topic 9.0.2.5.

Your project must present an opportunity for planning, development, and leadership. For example, if a blood drive is chosen and the blood bank provides a set of "canned" instructions to be implemented with no further planning, the planning effort would not meet the test. You may need to meet with blood bank officials and work out an approach that requires planning, development, and leadership. This might involve developing and carrying out a marketing and logistics plan, reaching a challenging collection goal, or coordinating multiple blood collection events.

An Internet search can reveal hundreds of service project ideas. Your project does not have to be original, but it could be. It might be a construction, conservation, or remodeling project, or it could be the presentation of an event with a worthwhile purpose. Conversations with your unit leader, teachers, your religious leader, or the leaders of various community organizations can also uncover ideas. In any case, be sure the project presents a challenge that requires leadership, but also something that you can do with unskilled helpers, and within a reasonable period of time.

Restrictions and Other Considerations

There are no required minimum hours for a project. No one may tell you how many hours must be spent on it.

- Routine labor is not normally appropriate for a project. This might be defined as a job or service you may provide as part of your daily life, or a routine maintenance job normally done by the beneficiary (for example, pulling weeds on the football field at your school).
- While projects may not be of a commercial nature or for a business, this is not meant to disallow work for community institutions, such as museums and service agencies (like homes for the elderly, for example), that would otherwise be acceptable. Some aspect of a business operation provided as a community service may also be considered; for example, a park open to the public that happens to be owned by a business, but primarily benefits the community.
- A project may not be a fundraiser. In other words, it may not be an effort that primarily collects money, even for a worthy charity. Fundraising is permitted only for securing materials and facilitating a project, and it may need to be approved by your council. See "Eagle Scout Service Project Fundraising Application" later in this workbook.
- No more than one Eagle Scout candidate may receive credit for working on the same Eagle Scout service project.
- Projects must not be performed for the Boy Scouts of America, or its councils, districts, units, or properties.

Collecting Service Project Data

The BSA collects information on hours worked on Eagle Scout projects because it points to achievement of our citizenship aim. Please assist with data collection by keeping a list of people who help and the number of hours they work. When you prepare your project report you will need to include this data on page B of the report. Providing accurate information will also help your unit leadership enter your project into the BSA's Journey to Excellence tracking system.

Message to Scouts and Parents or Guardians

The Eagle Scout service project requirement has been widely interpreted—both properly and improperly. This message is designed to share with you, the Eagle Scout candidate, and your parents or guardians the same information BSA provides to council and district volunteers responsible for project proposal approvals throughout the Boy Scouts of America.

In addition to reading this entire workbook, you and your parents or guardians should consult the Guide to Advancement, No. 33088, beginning with topic 9.0.2.0, "The Eagle Scout Service Project." The Guide may be accessed at www.scouting.org/advancement.

The current Guide to Advancement, No. 33088, along with the Scouts BSA Requirements book, No. 33216, and this workbook, are the primary official sources on policies and procedures for Eagle Scout service projects. The Guide to Advancement and Scouts BSA Requirements book are available in Scout shops or on www.scoutshop.org. Your local council and district are important resources for information and guidance and can tell you where to submit service project proposals.

The council and district may also establish limited local procedures as necessary. However, all of this must be done in harmony with the official sources mentioned above. Councils, districts, units, and individuals must not add requirements or ask you to do anything that runs contrary to, or that exceeds, the policies, procedures, or requirements of the Boy Scouts of America.

Available from your Scout Shop or on www.scoutshop.org is an Eagle Project plaque to place at your project location at the completion of the project (<https://www.scoutshop.org/catalog/product/view/id/6831/>).

What an Eagle Scout Candidate Should Expect

The Eagle Scout service project belongs to the Eagle Scout candidate. The candidate's parents and others may help, but the Scout must be the leader. Nonetheless, while working toward completion of the project, especially during the proposal approval process, a candidate has the right to expect the following, as reprinted from the Guide to Advancement, topic 9.0.2.1.

1. Questioning and probing for their understanding of the project, the proposal, and what must be done, shall be conducted in a helpful, friendly, courteous, and kindhearted manner. We will respect the Scout's dignity. Scouts will be allowed, if they choose, to have a parent, unit leader, or other adult present as an observer at any time while they are discussing their proposal or project with someone who is reviewing it.
2. Project expectations will match Eagle Scout requirement 5, and we will not require proposals to include more than described in the Eagle Scout Service Project Workbook.
3. If requested by the Scout or the Scout's parent or guardian, an explanation of a proposal rejection will be provided in writing, with a copy sent to the council advancement chair and staff advisor. It will indicate reasons for rejection and suggestions concerning what can be done to achieve approval.
4. Guidance that maximizes the opportunity for completion of a worthwhile project will be readily available and strongly recommended. Ultimately, however, the responsibility for success belongs to the Scout, and final evaluation is left to the board of review.
5. Candidates who believe they have been mistreated or their proposal wrongfully rejected, will be provided a method of redress. This will include the opportunity for a second opinion and approval, either through another volunteer or professional advancement administrator*, or the Scout executive, as determined by the council advancement committee or executive board.

**An "advancement administrator" is a member or chair of a council or district advancement committee, or a volunteer or professional designated according to local practices, to assist in advancement administration.*

Excerpts and Summaries From the Guide to Advancement

Eagle Scout Service Project Coaches (See the Guide to Advancement, topic 9.0.2.9)

Many units, districts, and councils use Eagle Scout service project "coaches," because the advice they provide after approval of a proposal can be invaluable as candidates develop their project plan. A coach can help Scouts see that if a plan is not sufficiently developed then projects can fail. Assistance can come through evaluating a plan and discussing its strengths, weaknesses, and risks, but coaches do not have the authority to dictate changes or take any other such directive action. Instead, coaches must use the BSA method of positive adult association, logic, and common sense to help the candidate make wise decisions.

It is up to the council to determine who may serve as project coaches and how they might be assigned or otherwise provided to candidates. Coaches must be registered with the BSA (in any adult position) and be current in BSA Youth Protection training, and may come from the unit, district, or council level. For examples of how a service project coach can assist, please see the Guide to Advancement, topic 9.0.2.9. Note that there should be only one coach that is designated for you by your council or district; but your unit may also provide people to coach you.

What Is Meant by "Give Leadership to Others ...?" (See the Guide to Advancement, topic 9.0.2.4)

"Others" means at least two people besides the Scout. Helpers may be involved in Scouting or not, and of any age appropriate for the work. Councils, districts, and units shall not establish requirements for the number of people led, or their make-up, or for time worked on a project.

Evaluating the Project After Completion (See the Guide to Advancement, topic 9.0.2.13)

Eagle Scout projects must be evaluated primarily on impact—the extent of benefit to the religious institution, school, or community, and on the leadership provided by the candidate. There must also be evidence of planning and development. This is not only part of the requirement, but relates to our motto to, "Be Prepared." However, in determining if a project meets requirement 5, reviewers must not require more planning and development than necessary to execute the project. These elements must not overshadow the project itself, as long as the effort was well led, and resulted in an otherwise worthy outcome acceptable to the beneficiary.

There may be instances where, upon its completion, the unit leader or project beneficiary chooses not to approve a project. One or the other may determine, for example, that modifications were so significant that the extent of the service or impact of the project was insufficient to warrant approval. The candidate may be requested to do more work or even start over with another project. The candidate may choose to meet these requests or may decide—if he or she believes the completed project worthy and in compliance—to complete an Eagle Scout Rank Application and submit the project workbook without final approval. If requested, the candidate must be granted a board of review. If it is thought a unit board may not provide a fair hearing, a board of review under disputed circumstances may be initiated according to the Guide to Advancement, topic 8.0.3.2.

Risk Management and Eagle Scout Service Projects (See the Guide to Advancement, topic 9.0.2.14)

All Eagle Scout service projects constitute official Scouting activity and thus are subject to Boy Scouts of America policies and procedures. Projects are considered part of a unit's program and are treated as such with regard to policies, procedures, and requirements regarding Youth Protection, two-deep leadership, etc. The health and safety of those working on Eagle projects must be integrated into project execution. Since an Eagle Scout service project is a unit activity, unit leadership has the same responsibility to assure safety in conducting a project as with any other unit activity. The unit leader or unit committee should reject proposals for inherently unsafe projects. The candidate should plan for safe execution, but it must be understood that minors cannot and must not be held responsible for safety concerns. As with any Scouting activity, the Guide to Safe Scouting applies. BSA also expects leaders to use the four points of SAFE when delivering the program. The SAFE Checklist can be found at: <https://www.scouting.org/health-and-safety/safe/>. The most current version of the Guide to Safe Scouting can be found at: <https://www.scouting.org/health-and-safety/gss/>.

Insurance and Eagle Scout Projects (See the Guide to Advancement, topic 9.0.2.15)

The Boy Scouts of America General Liability Policy provides general liability insurance coverage for official Scouting activities. Registered adult leaders are provided primary coverage. Unregistered adults participating in a Scouting activity are provided coverage in excess of their personal insurance. Every council has the opportunity to participate in the BSA Accident and Sickness insurance program. It provides some insurance for medical and dental bills arising from Scouting activities. If councils do not purchase this, then units may contract for it. In some cases, chartered organizations might provide insurance, but this must not be assumed. Most of these programs provide only secondary coverage, and are limited to registered youth and adults and those interested in becoming members.

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Eagle Scout Service Project Proposal



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Colin Reynolds

Please give a name to your project Gold Star Memorial Reimagination

Instructions for Preparing Your Proposal

Meeting the Five Tests of an Acceptable Eagle Scout Service Project

Your proposal must be prepared first. It is an overview, but also the beginnings of planning. It must show your unit leader, unit committee, and council or district that your project can meet the following tests.

- 1. It provides sufficient opportunity to meet the Eagle Scout service project requirement.** You must show that planning, development, and leadership will take place; and how the three factors will benefit a religious institution, a school, or your community.
- 2. It appears to be feasible.** You must show the project is realistic for you to carry out.
- 3. Safety issues will be addressed.** You must show you have an understanding of what must be done to guard against injury, and what will be done if someone gets hurt.
- 4. Action steps for further detailed planning are included.** You must make a list of the key steps you will take to make sure your plan will have enough details so it can be carried out successfully.
- 5. You are on the right track with a reasonable chance for a positive experience.**

When completing your proposal you only need enough detail to show a reviewer that you can meet the tests above. If showing that you meet the tests requires a lengthy and complicated proposal, your project might be more complex than necessary. Remember, the proposal is only the beginnings of planning. Most of your planning will come with the next step, preparation of your project plan.

If your project does not require materials or supplies, etc., simply mark those spaces "not applicable." As a reminder, do not begin any work, or raise any money, or obtain any materials, until your project proposal has been approved.

Consider also, that if you submit your proposal too close to your 18th birthday, it may not be approved in time to finish planning and executing the project.

Working with Your Project Beneficiary

On the last two pages of this workbook there is an information sheet called, "Navigating the Eagle Scout Service Project." This is for you to print and give to the religious institution, school, or community that will benefit from your efforts. You should do this as part of your first meeting with your beneficiary and use the sheet to help explain how the Eagle Scout service project works. Be sure to read it carefully so you can explain what it says.

"Navigating the Eagle Scout Service Project" will help you communicate a number of things to your beneficiary. For example, it provides thanks and congratulations for accepting the project; and it gives some background, discusses the requirements, and points out the responsibilities connected with approving your project proposal. It also explains that the beneficiary has the right to review, and also to require changes in your project plan.

Again, be sure to read carefully "Navigating the Eagle Scout Service Project" so you will have a full understanding of the role of your beneficiary.

Next Step: Your Project Plan

Once your proposal is approved, you are **strongly encouraged** to prepare your project plan using the form in this workbook. Doing so increases the likelihood your project will be approved at your Eagle Scout board of review. As you begin preparing it, you should meet with a project coach. Check with the person who handled the approval of your project proposal to learn how coaches are designated in your community.

Your designated coach can help you avoid the common pitfalls associated with Eagle Scout service projects and be a big part of your success. You may also want to talk to your unit leader. There may be adults in your troop who are experts in conducting the kind of project you are planning. It's ok for you to work with them as well. The more coaching you get, the better your results will be.

Beginning Work on Your Project

Once your proposal has been fully approved and you have finished your project planning, only then, may you begin work on your project.

Contact Information

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to each other. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

Eagle Scout Candidate

| | | | |
|--|-----------------------|-----------------------------------|------------|
| Name: Colin Reynolds | | Birth date: 06/11/2006 | |
| Email Address: reynoldscolin80@yahoo.com | | BSA PID number: 129602287 | |
| Address: 366 Valley Forge Rd | City: West Palm Beach | State: FL | Zip: 33405 |
| Preferred telephone(s): 561 660 4975 | | Life Board of Review date: 3-1-22 | |

Current Unit Information

| | |
|---|--------------------------------------|
| Check One: <input type="radio"/> Troop <input checked="" type="radio"/> Crew <input type="radio"/> Ship | Unit Number: 2014 |
| Name of District: Everglades | Name of Council: Gulf Stream Council |

Unit Leader Check One: ☐ Scoutmaster ☒ Crew Advisor ☐ Skipper

| | | | |
|--------------------------------------|--------------------------------------|-----------|------------|
| Name: Evan Reif | Preferred telephone(s): 561-201-9803 | | |
| Address: 2995 Norway Pine Lane | City: Lake Worth | State: FL | Zip: 33462 |
| Email Address: evanreif395@gmail.com | | | |

Unit Committee Chair

| | | | |
|------------------------------------|--------------------------------------|-----------|------------|
| Name: Heather Katz | Preferred telephone(s): 561-632-5285 | | |
| Address: 7534 Sally Lyn Lane | City: Lake Worth | State: FL | Zip: 33467 |
| Email Address: Java_cats@yahoo.com | | | |

(If your unit has one)

Unit Advancement Coordinator

| | | | |
|------------------------------------|--------------------------------------|-----------|------------|
| Name: Heather Katz | Preferred telephone(s): 561-632-5285 | | |
| Address: 7534 Sally Lyn Lane | City: Lake Worth | State: FL | Zip: 33467 |
| Email Address: Java_cats@yahoo.com | | | |

(Name of religious institution, school or community)

Project Beneficiary

| | | | |
|--------------------------------|--------------------------------------|-----------|------------|
| Name: Lake Park | Preferred telephone(s): 312-560-0110 | | |
| Address: 535 Park Avenue | City: Lake Park | State: FL | Zip: 33403 |
| Email Address: Mascaro@aol.com | | | |

(Name of contact person for the project beneficiary)

Project Beneficiary Representative

| | | | |
|--------------------------------|--------------------------------------|-----------|------------|
| Name: John Linden | Preferred telephone(s): 312-560-0110 | | |
| Address: 535 Park Avenue | City: Lake Park | State: FL | Zip: 33403 |
| Email Address: Mascaro@aol.com | | | |

Your Council Service Center

| | | | |
|---------------------------------------|--------------------------------------|-----------|------------|
| Contact Name: Gulf Stream Council BSA | Preferred telephone(s): 561-694-8585 | | |
| Address: 8335 North Military Trail | City: Palm Beach Gardens | State: FL | Zip: 33410 |
| Email Address: | | | |

Council or District Project Approval Representative

(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

| | | | |
|--|-------------------------|-----------|------------|
| Name: Bill Boyle | Preferred telephone(s): | | |
| Address: 7383 Briella Drive | City: Boynton Beach | State: FL | Zip: 33437 |
| Email Address: egeagleboardchair@gmail.com | | | |

(Your council or district project approval representative may help you learn who this will be.)

Project Coach

| | | | |
|---------------------------------------|--|-----------|------------|
| Name: David Katz | Preferred telephone(s): (561) 963-6865 | | |
| Address: 7534 Sally Lyn Lane | City: Lake Worth | State: FL | Zip: 33467 |
| Email Address: dkatz@POW-MIA-OREE.com | | | |

Project Description and Benefit

Item 3.

Briefly describe your project

By planning and installing new landscaping all around the Gold Star Memorial as well as designing and constructing a walkway from the memorial's reflection area, I will be revamping and creating a deserving environment and resting location. The project will be carried out in Lake Park, Florida's Kelsey Park. The park occupies a small, simple space next to the shoreline and is located just off Lake Shore Drive. The project will be completed for the Gold Star Family organization, whose goal is to honor gold star families all across the world. This project has to get started as soon as possible so that the community may begin to consider the sacrifices made by the Gold Star families. In regards to the Gold Star Memorial itself, I will patch and repaint the base of the bolder monument (to the pallet color requested by the city). For the Gold Star sign area (south of Gold Star Boulder), I will remove overgrown plantings and bushes to make the sign more appealing and visible to onlookers. I will create another sign area on the north side of the Gold Star Boulder in order to match that on the south side of the memorial. This northern sign will not only give the memorial a more appealing visual, but it will also commemorate the contribution of BSA in reviving the memorial by saying how the improvements are a result of an eagle project. I will install a 20-foot flagstone path perpendicular to the tree leading to the Gold Star Boulder. In regards to the seating area along the path, I will re-level the existing two bench bases and add two more for two additional matching benches. I will also install 2 more matching benches that will be facing the gold star memorial. This will create 2 rows of 2 matching benches in each row. I really find preparing this project to be both perfect for me and rewarding for our belief in supporting our military.

Include images on an additional document.

Tell how your project will be helpful to the beneficiary. Why is it needed?

In order to honor the families that had to deal with the death of a relative in combat, Gold Star memorials are particularly significant. It respects those who have lost their lives in battle, which is beneficial to the families. In order to remember our lost soldiers and their families, the Gold Star Organization has made it their purpose to raise awareness of Gold Star families in the community. This project is very helpful to the beneficiary because it not only shows the sacrifices of the Gold Star families are still very relevant today, but it also will create the opportunity for Lake Park, BSA, and the Gold Star Organization to serve the community and our military veterans.

When do you plan to begin carrying out your project?

October of 2023

When do you think your project will be completed?

October of 2023

Giving Leadership

Item 3.

Approximately how many people will be needed to help on your project? **5 or more**

Where will you recruit them (unit members, friends, neighbors, family, others)?

I will be recruiting participants from my crew. I will also be requesting help from my friends at school as well as Scout Troop 199.

What do you think will be most difficult about leading them?

I think the most difficult part of leading them will be keeping them focused on a specific element of the project. Due to the fact that this project has multiple elements, I believe that dividing the work so that each person will be focusing on a specific part of the project rather than thinking of the project as a whole will be very beneficial. However, this will prove difficult for people who want to participate in multiple parts at once.

Materials

Materials are things that become part of the finished project, such as lumber, nails and paint.

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, use basic dimensions such as 2x4 or 4x4.

Twenty 18-in L x 12-in W x 2-in H Irregular Sand Tan Concrete Patio Stones to fill an area of the path with a length of 10' and a width of 3'; 24 low-growing and Florida native young yellow allamanda bushes to surround two circles having a circumference of around 12 feet; 96-100 unbroken bricks to surround two circles having a circumference of around 12 feet; four 43-in W x 16-in H Desert Sand Garden Bench with three 16-in x 16-in stone bases; a custom-made bronze plaque with information about the eagle project; 1 gallon of outdoor paint of the color given to me by the commissioner; and three two cubic feet bags of mulch.

Supplies

Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies and garbage bags.

What types of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

A first aid kit, 3 large pizzas, a chip box of 24 snack sized chip bags, 2 large water coolers, a pack of 100 biodegradable cups, 2 trash cans, caution tape, disinfecting wipes, paper towels, trash bags, cleaning products

Colin Reynolds

Tools

Include tools, and also equipment, that will be borrowed, rented, or purchased.

What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.

2 large outdoor paint brushes, 4 irrigation shovels, a level, 2 wheel barrels, cleaning rags, tape measure, 5 or more pairs of work gloves

Other Needs

Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc..

What other needs do you think you might encounter?

Vehicles to deliver supplies, tools, materials, helpers, etc. One need that may be prominent is the fact that there may be two trips from where we are storing the materials to the work site. I am going to submit to the county to have flagging done in the area that I am working in a week prior to the work date.

Permits and Permissions

Note that property owners should obtain and pay for permits.

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

The only Permissions that I will need to carry out this project are those from the Eagle Board. In regards to the city, the commissioner has already given me permission and has taken care of the permits. The commissioner has agreed to submit any permits that would be needed if he could not provide it himself. I also plan to contact the city to have utilities flagging done one week before the build date.

Preliminary Cost Estimate

You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated materials, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.

Enter your estimated expenses below
(include sales tax if applicable)

| | |
|---------------------|-------------|
| Materials: | 1500 |
| Supplies: | 50 |
| Tools: | 100 |
| Other: | 0 |
| Total Costs: | 1650 |

Fundraising: Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.

I plan to set up a Go-Fund-Me as well as ask for donations around my school. I can also set up a temporary car wash. Due to the fact that I over estimated for safety, any extra funds will be donated to the city.

Project Phases

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient. If you have more than 10 phases, attach a separate page with your continued phase list.

- 1 I will Take Photos of the memorial.
- 2 I will Have a meeting with the Lake Park commisioner.
- 3 I will finish up my planning for the project, i.e. getting the green light from the board
- 4 I will purchase the materials for the project
- 5 I will transport the materials, tools, and participants to the work cite.
- 6 I will remove the overgrown plants and fix the southern sign of the memorial.
- 7 I will create a symetrical northern sign with surrounding plants
- 8 I will paint and repair the Gold Star plaque and boulder.
- 9 I will remove the old benches and replace them with the newer benches.
- 10 I will create the pathway from the memorial to the remembrance area

Logistics

How will you handle transportation of materials, supplies, tools, and helpers?

The materials and the tools will be transported on my father's pick up truck. Due to the large size of the benches, the transportation of the materials may require multiple trips. The older and more physically capable participants will help carry the heavy items from the vehicles to the project location. In regards to the people, all of the adults will drive themselves. The child participants will drive with some adult drivrers with the car-pool system.

Safety Issues

The Guide to Safe Scouting is an important resource in considering safety issues

Item 3.

Describe the hazards and safety concerns of which you and your helpers should be aware.

Read the "Age Guidelines for Tool Usage" at [Scouting.org](https://www.scouting.org)

A big safety issue for my project is dehydration. Due to the fact that this project requires a lot of hands-on manual labor, including lifting, planting, and painting, it is important for the participants to stay hydrated to avoid heat exhaustion and other dehydration-related medical concerns. In order to lower the risk of dehydration, I will provide water coolers as well as environmentally clean and biodegradable cups for the people at the function. Some other big safety concerns for this project are sunburns and cuts. To prevent cuts, I will be distributing sharp tools and jobs to those who I deem capable and competent with a sharp item.

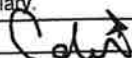
Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example, "Complete a more detailed set of drawings."

1. I will take pictures of the memorial.
2. I will take measurements of the memorial in order to make the northern and southern sides of the memorial symetric.
3. I will make drawings of the memorial in order to visualize the completed project.
4. I will make drawings about the layout of the stones and greenery.
5. I will make drawings about the layout of the concrete benches.

Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

| | |
|---|--------------------------|
| <i>Sign below before you seek the other approvals for your proposal.</i> | |
| Candidate's Promise* | |
| On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 4. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chose as beneficiary. | |
| Signed  | Date Aug 21, 2023 |

** Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project has been approved.*

| | |
|---|---|
| Unit Leader Approval* I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow them. | Unit Committee Approval* This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal. |
| Signed _____ | Signed _____ |
| Date _____ | Date _____ |
| Name (Printed) Evan Reif | Name (Printed) Heather Katz |

| | |
|--|---|
| Beneficiary Approval* This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) to which we have agreed. We understand any fund raising the Scout conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required. | Council or District Approval I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the <i>Guide to Advancement</i> , No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and share it with the designated project coach. |
| Our Eagle Candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries." Yes _____ No _____ | |
| Signed _____ | Signed _____ |
| Date _____ | Date _____ |
| Name (Printed) John Linden | Name (Printed) _____ |

** While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (*). Council or district approval, however, must come after the others.*



Town of Lake Park Town Commission

Item 3.

Agenda Request Form

Meeting Date: October 4, 2023

Agenda Item No.

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, DECLARING ZONING IN PROGRESS PERTAINING TO THE DEVELOPMENT OF REGULATIONS FOR AFFORDABLE OR WORKFORCE HOUSING TO IMPLEMENT THE LIVE LOCAL ACT, INCLUDING SPECIFICALLY SECTION 166.04151(7), FLORIDA STATUTES; PROVIDING THAT WHILE ZONING IN PROGRESS IS IN EFFECT THE TOWN'S COMMUNITY DEVELOPMENT DEPARTMENT SHALL NOT ACCEPT, REVIEW, PROCESS OR CONSIDER ANY APPLICATIONS FOR THE APPROVAL OF DEVELOPMENT ORDERS OR BUILDING PERMITS, ASSOCIATED WITH AFFORDABLE OR WORKFORCE HOUSING INCLUDING THOSE PROPOSED UNDER THE LIVE LOCAL ACT, FLA. STAT. §166.04151 (7), WHETHER THEY ARE REQUESTED TO BE ISSUED ADMINISTRATIVELY OR OTHERWISE; AND PROVIDING AN EFFECTIVE DATE.

[] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
[] BOARD APPOINTMENT [] OLD BUSINESS
[] ORDINANCE
[] NEW BUSINESS
[X] OTHER - Resolution

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.go
v=US
Date: 2023.09.28 10:37:15 -04'00'

Date: _____

Anders Viane – Planner

Name/Title

| | | |
|--|---|--|
| Originating Department: Town Manager/Town Attorney/Community Development | Costs: N/A at this time other than internal meetings with the Town Attorney for which a legal budget is available. Funding Source: Acct. [] Finance _____ | Attachments: -Resolution ____-10-23 -Senate Bill 102 |
| Advertised: Date: N/A Paper: [] Not Required | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone or Not applicable in this case ND Please initial one. |

Summary Explanation/Background:

At the September 20, 2023 meeting, the Town Commission directed Staff to bring forward a Zoning-in-Progress Resolution pursuant to the explanations/background provided below. Enclosed is the proposed Zoning-in-Progress Resolution reviewed and approved by the Town Attorney.

If approved, this Resolution will impose zoning in progress (a pause) on the acceptance,

processing, consideration or issuance of any applications for development orders, permits, or an application associated with affordable or workforce housing including those proposed under the Live Local Act, Fla. Stat. §166.04151 (7), until the Department of Community Development and the Town Attorney have concluded a study and the Commission has adopted such amendments to the Town's Comprehensive Plan and its LDRs as it deems necessary and appropriate to further the public's health, safety, and general welfare.

This zoning in progress is of a temporary nature to allow the Town Attorney and Department of Community Development to study and complete in a careful, but expeditious manner, regulations and procedures to provide for affordable and workforce housing, including under Fla. Stat. §166.04151 (7), and shall expire on September 30, 2024, or whenever the Town Commission establishes such regulations and procedures as it deems necessary to further the health safety and general welfare of the Town's residents and businesses, whichever comes sooner.

In July 2023 Senate Bill 102 (SB 102) was signed into law. It is known as the "Live Local Act". This new law allocates \$711 million dollars toward affordable housing initiatives statewide. However, SB 102 is far more than an appropriations bill. It aims to incentivize the development of affordable housing and provide new procedures to the development of housing. The new law has implications for both developers and local governments.

SB 102 makes a number of changes to Florida law impacting how local governments can treat certain proposed affordable housing developments. It also changes what policies local governments may enact to address housing. These changes are intended to align with the Florida Legislature's rewrite of section 420.0003, Florida Statutes, that deals with affordable housing. That section requires local governments provide incentives, such as density bonus incentives, to encourage the private sector to be the primary driver for developing affordable housing.

Rent Control

SB 102 amends sections 125.0103 and 166.043, Florida Statutes, to remove local government authority to enact rent control. Previously, local governments could enact rent control measures via a referendum for a period not exceeding one year in certain instances.

Development Incentives

SB 102 makes a number of changes to sections 125.01055 and 166.04151, Florida Statutes, which preempts local governments from enacting policies that would hinder the development of certain affordable housing projects. These changes sunset October 1, 2033.

SB 102 requires local governments to make multifamily and mixed-use residential allowable uses in areas zoned commercial, industrial, or mixed use if at least 40% of the proposed development's multifamily residential rental units are affordable as defined under state law (for at least 30 years as Affordable Multifamily Housing). SB 102 preempts local governments from taking a number of actions that might hinder the development of Affordable Multifamily Housing.

The amendments to these sections also remove the prohibition on developers of affordable housing from receiving funds from the State Apartment Incentive Loan (SAIL) Program provided that 10% of the units are dedicated for affordable housing.

SB 102 amends sections 125.379 and 166.0451, Florida Statutes, and requires local governments list real property owned in fee simple by any dependent special district within that local government's jurisdiction that is appropriate for affordable housing, as well as requiring the inventory list of properties be publicly available on the local governments' websites.

SB 102 amends section 553.792, Florida Statutes, to require local governments maintain a policy containing the procedures and expectations for expedited processing of building permits and development orders that are required to be expedited on the local governments' websites.

Taxes

SB 102 aims to encourage the development of affordable housing by lessening the associated tax burden.

- **Ad Valorem Property Tax Exemptions:** SB 102 enacts two separate ad valorem tax exemptions available to owners of property used for Affordable Multifamily Housing developments under sections 196.1978(3) and section 196.1979, Florida Statutes. A taxpayer may only receive one of these exemptions.
 1. **Sections 196.1978(3):** Section 196.1978(3), Florida Statutes, makes portions of property in a multifamily project eligible for a tax exemption by deeming such property to be used for a charitable purpose, pursuant to certain eligibility criteria. This section requires that qualified property which is available to house those whose annual household income is above 80% and below 120% of the median annual adjusted gross income for households within the metropolitan statistical area (MSA), or for households in a county that is not within an MSA, receive an ad valorem property tax exemption of 75% of the property's assessed value. However, if the property is used to house those with income that does not exceed 80% of the median annual adjusted gross income for households within the MSA or county, then the property is 100% exempt from ad valorem property taxes.
 2. **Section 196.1979:** Permits local governments to adopt an ordinance exempting portions of property used to provide affordable housing by deeming the property as being used for a charitable purpose, pursuant to certain eligibility criteria. If all the residential units in a multifamily development are not affordable housing, then the property's exemption may be up to 75% of the assessed value of each residential unit providing affordable housing. If all the residential units are affordable, then the exemption may be up to 100% of the assessed value on the multifamily residential units providing affordable housing.

SB 102 enacts several more tax exemption and credit programs, along with State housing programs, pursuant to certain eligibility criteria.

SB 102 has a number of provisions that direct local governments to take action. For example, section 420.0003, Florida Statutes, encourages local governments to adopt ordinances to promote innovative housing solutions, such as utilizing publicly held land to develop affordable housing. That section also encourages local governments to engage in community led planning focusing on urban infill, flexible zoning, redevelopment of commercial property into mixed-use property, resiliency, and furthering development with preexisting public services. It encourages the development of policies that maximize high-density, high-rise, and mixed-use, as well as mixed-income projects. It even encourages the development of policies to modernize housing specifically naming things such as tiny homes, 3D-printed homes, and accessory dwelling units.

Additionally, SB 102's amendments to sections 125.379 and 166.0451, Florida Statutes, encourage local governments to enact ordinances adopting best practices for surplus land programs. These best practices include establishing eligibility criteria for the receipt or purchase of surplus land by developers, making the process for requesting surplus lands publicly available, and ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring the reversion of property not used for affordable housing within a certain timeframe. Local governments that wish to enact an ordinance providing for an ad valorem tax exemption under section 196.1979, Florida Statutes, will have to do so in accordance with the provisions and restrictions set out in that section.

SB 102 also directs certain State agencies such as the Florida Housing Finance Corporation to adopt rules relating to the ad valorem exemption available under section 196.1978(3), Florida Statutes. It directs the Florida Department of Revenue to adopt rules governing the administration of the tax exemptions under sections 212.08 and 220.1878, Florida Statutes.

With all of the above being said, it may be prudent to adopt a Zoning in Progress Resolution in order to provide the necessary time for Staff to adequately interpret and work through the requirements of the new law. This would ensure our programs and regulations adhere to the requirements, so that we can properly review and process applications under the Live Local Act. This would also ensure that we properly administer and apply the new provisions for affordable housing, tax exemptions and other provisions in a way that safeguards the public's health, safety and welfare.

Recommended Motion: I move to APPROVE Resolution ____-10-23.



**TOWN OF LAKE PARK
PUBLIC COMMENT CARD**

MEETING DATE: 10/04/2023

Commission

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

Name: IRIS 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):

SHOPPING CARTS LEFT ALL OVER TOWN
LIKE A HILL BILLY THING

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



TOWN OF LAKE PARK PUBLIC COMMENT CARD

Item 3.

MEETING DATE: 10/4/23

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

Name: Terence Paul

Address: _____

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

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

11. Resolution 84-10-23 ←

Separate
comment
from
public
comment
written

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

Public Comment ←

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.

Note: Expressed Frustrations with Staff through processes.

Separate
comment
from above
written Resolution
Item. (Tab 11)



TOWN OF LAKE PARK PUBLIC COMMENT CARD

Commission

MEETING DATE: Oct 4, 2023

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

Name: Glen SPERITIS PhD

Address: 5540 NOCEN DRIVE RIVERA BEACH

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:

11- Resolution 84-10-23 New Business

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.

Note:
would like
resolution
to be expedited
with their proposed
project as an
exception



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 18, 2023

Originating Department: Public Works

Agenda Title: An Ordinance of the Town Commission of the Town of Lake Park, Florida, Amending Articles I, II, IV and V of Chapter 24, of the Town's Code of Ordinances Pertaining to Solid Waste; Providing for Amendments to the Definitions, General Text, and Certain Procedures; Providing for Severability; Providing for the Repeal of Laws in Conflict; Providing for Codification; and Providing for an Effective Date.

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: 2023.10.12 13:33:47 -0400

Date: _____

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

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

Advertised: N/A

Date: _____ **Newspaper:** _____

Attachments:

1. Agenda Request Form (ARF)
2. Proposed Ordinance
3. Current Ordinance
4. Report and Presentation on the 2023 Solid Waste Utility Rate Analysis

Please initial one:

MA

Yes, I have notified everyone

Not applicable in this case

Summary Explanation/Background:

The Town Commission will consider on first reading an ordinance amending Articles I, II, IV and V of Chapter 24 of the Town's Code of Ordinances pertaining to Solid Waste (Sanitation).

The main purpose of the proposed Solid Waste Ordinance revision is to further update general

text, procedures, and policies in the Ordinance, which was most recently revised in January 2023 and 2002 (21 years ago). The proposed amendments achieve additional consistency and better align text with the finding and recommendations associated with the 2023 Solid Waste Rate Analysis, **(Attachment 4)**, which was completed in June 2023 and presented to the Town Commission and to the public during several public meetings.

The most significant changes in the proposed revision to the Solid Waste Ordinance, **(Attachment 2)**, are the refinement of the definitions for “Commercial Property,” “Residential Property” and “Single-Family Residential Unit” in Article I and Article V of Chapter 24.

The revised definition for “*Commercial Properties*”, which includes Residential multi-family properties that utilize dumpsters for solid waste services, no longer references a number of units, but rather focuses on the type of service the property receives, I.e., dumpster, to determine that property’s classification for the purpose of subject Ordinance.

Similarly, the revised definition for “*Residential Properties*” no longer references a number of units, but rather focuses on the type of service the property receives, I.e., rollout cart service, to determine that property’s classification for the purpose of subject Ordinance.

Finally, the definition for *Single-Family Residential Unit* was revised for clarity, readability and consistency for the purpose of subject Ordinance.

The Town Manager recommends approval.

Recommended Motion:

I MOVE TO APPROVE THE ORDINANCE ON FIRST READING.



TOWN OF LAKE PARK

Solid Waste Rate Study

FINAL REPORT / JUNE 2023

June 12, 2023

Mr. Roberto F. Travieso, MPA
Director, Public Works Department
Town of Lake Park
640 Old Dixie Highway
Lake Park, FL 33403

Subject: **Solid Waste Rate Study**

Dear Mr. Travieso:

Raftelis Financial Consultant's, Inc. (Raftelis) has completed its study to evaluate the adequacy of the solid waste management system's (System) utility rates for the Town of Lake Park, Florida (Town), and has summarized the results in this report for your consideration. The solid waste utility rates are collected annually through a non-ad valorem special assessment for residential customers and through the Town's monthly utility billing process for nonresidential customers. This report summarizes the financial forecast and proposed annual assessments for the six- (6) year period ending September 30, 2028 (Study Period).

To develop the financial forecast and proposed solid waste rates, we have relied upon certain information and data collected from the Town including the Town's annual financial reports; the adopted Fiscal Year 2023 operating budget; estimated capital expenditures and vehicle replacement plan; customer statistics; periodic reports; records of operation; and other information and data provided by the Town. To the extent we have performed our analyses using certain data and information obtained from the Town and others in the preparation of this report, we have relied upon such information to be accurate, and no assurances are intended, and no representation or warranties are made with respect thereto or the use made herein.

Introduction

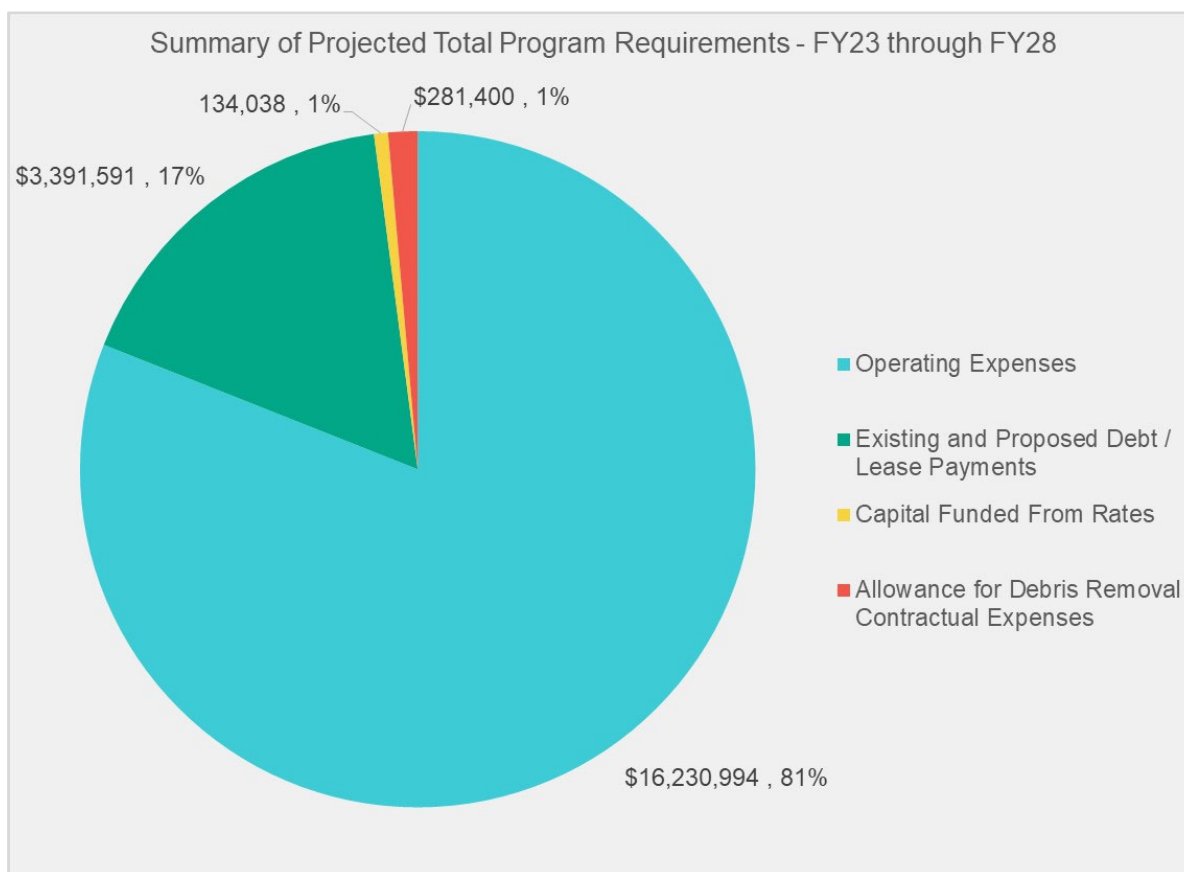
The Town's solid waste utility collects solid waste and recycling from residential and commercial properties, providing cart and dumpster service of varying sizes and frequencies on a weekly basis. Roll-off disposal services are provided as well through franchise agreements with three haulers. The utility's services assist in the protection of the environment and serve as the first line of defense for the health of the community. During fiscal years 2021 and 2022 the Town collected approximately 30.6 million pounds of garbage, 8.9 million bounds of bulk trash and vegetation debris, and 2.3 million pounds of recyclable materials. The waste that is collected is transported to the Palm Beach County Solid Waste Authority's (SWA) North county Transfer Station. Solid waste is then incinerated to generate electricity while recyclable materials are sorted, packaged and commercialized. The utility has nine fulltime employees and a fleet of 10 collection trucks that provide service to the Town's residential and commercial customers. In addition to its collection services, the utility also provides a variety of education opportunities during regular public outreach events. The Town also partners with national, regional, and local public/private organizations for continuous process improvement.

The Town's solid waste system is established as a self-supporting enterprise fund with separate accounting from other departments and resources. The Town has historically used operating reserves to cover actual expenses that exceeded the budgeted amounts while phasing in rate adjustments over time as follows:

Historical Sanitation Annual Assessment - Residential

| Assessment Year | Single-Family and Multi-family <5 | Multi-Family >4 |
|------------------|-----------------------------------|-----------------|
| 2018-2019 | \$215.49 | \$145.93 |
| 2019-2020 | \$234.88 | \$159.06 |
| 2020-2021 | \$234.88 | \$159.06 |
| 2021-2022 | \$246.62 | \$167.01 |
| 2022-2023 | \$258.37 | \$174.97 |

Based on information provided by Town staff, the total projected program requirements during the Study Period exceeds \$20.0 million as summarized below:



As shown above, the program requirements include operating expenses, capital lease payments to replace existing solid waste trucks, purchases for minor equipment, and allowances to establish and create cash reserve

funds to address unforeseen contingencies and natural disasters. There are several primary cost drivers that have had a significant impact on System costs:

- Current operating deficiency
 - FY23 operating expenses exceed current revenues by approximately \$250,000 (12% of existing rates)
- High costs, frequency, and severity of mechanical repairs
 - Replacement of major components due to aging fleet
 - Emergency contract operations / limited providers and high cost during service interruptions
 - Urgent and specialized repair needs have sole source providers with little competition
- Compensation and Recruitment:
 - Highly competitive labor market
 - 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

The solid waste utility has nearly exhausted its reserve funds, and therefore cannot continue to operate without a balanced budget that meets the annual expenditure requirements. On January 18, 2023, the Town Commission engaged Raftelis to prepare a solid waste utility rate analysis. The goal of this study is to assist the Town in establishing solid waste rates that are sufficient to recover the cost of operating, maintaining, repairing, and financing the System. In order to achieve this goal, certain criteria were established in conjunction with the Town staff that served as guidelines for developing the proposed solid waste rates. The criteria established included: i) proposed rates should fund operations, maintenance, and vehicle replacement needs; ii) rate increases should be phased-in over time to the extent possible; and iii) the Town Commission should consider adopting a reserve policy for the System to provide adequate working capital reserves equal to not less than 90 days of annual expenditures as well as funding an emergency debris removal fund.

As outlined in this report, solid waste rates are proposed to be adjusted so that the revenues derived from such rates will support the revenue requirements of the System on a stand-alone basis without any contributions from the Town's General Fund. The proposed rate adjustment is higher in the first year than the subsequent years due to the current year's operating deficiency, projected increasing operating costs, increasing lease payments, and the need for additional working capital. The solid waste rate revenues have been specifically pledged to pay operating costs, existing lease payments, and to provide a source of funding for current and future vehicle replacements. Based on the projected financial results summarized herein, the study shows that by implementing a series of annual rate increases over the next five years, the Town can stabilize its operating budget while providing a source of additional funding to make significant capital improvements to the System.

The recommendations of this study are based on a financial forecast developed for the System. The financial forecast starts with a projection of customers and revenues, proceeds next with identification of utility operating

and capital/vehicle replacement needs, evaluates the availability and proposed use of existing operating reserves, and, finally, establishes the timing of rate adjustments. The basis for the study's recommendations is a financial forecast developed for Fiscal Years 2023 through 2028 (previously defined as the Study Period).

Projected Revenues

During Fiscal Year 2023, it is estimated that the Town serves an average of approximately 2,100 solid waste accounts representing approximately 2,700 carts and dumpsters. The Town collects the solid waste utility rates and charges through an annual non-ad valorem special assessment for residential customers and through monthly charges for commercial dumpster customers. The current revenues are approximately \$2.1 million per year after considering that most residential property owners take advantage of the 4.0% early payment discount. In January 2023 the Town Commission adopted an ordinance that moves multi-family dumpster accounts to the standard dumpster rates. The projected revenues were prepared based on the adopted service classifications.

Town staff has identified several construction projects within the community that will place additional demands on the solid waste utility system. The Town's Community Development Department provided a preliminary list of property developments occurring over the Study Period. As shown in Table 1 on Page 14 of the Report, the Town anticipates residential growth to continue at approximately 1% per year while commercial units are estimated to increase by approximately 1.6% per year during the Study Period. The overall impacts to projected rate revenues are about a 3% increase in revenues at existing rates per year. Specific construction projects include, but are not limited to, Congress Warehouse, Nautilus 220, and Silver Beach Industrial Park.

(Remainder of page intentionally left blank)

Based on the projected units anticipated to be served over the Study Period, Table 2 on Page 21 of the Report provides an estimate of projected revenues based on the current solid waste rates. The following chart summarizes the projected revenues for the Study Period:



Projected Solid Waste Program Revenue Requirements

The various components of cost associated with operating and maintaining a municipally owned solid waste utility system, as well as the cost of funding the renewal and replacement of associated facilities and capital improvements for additions and upgrades, are generally referred to as the utility cash revenue requirements. The sum of these cost components, after adjusting for other income and other operating revenues available to the utility, represents the net revenue requirements of the utility system. The revenue requirements for the Study Period were based on an estimate of solid waste utility costs for the current budget year, plus the five- (5) fiscal year period ending September 30, 2028. The projected revenue requirements include the various generalized cost components described below:

- **Operating Expenses:** These expenses include the cost of labor and personnel related costs, disposal costs, vehicle maintenance and repairs, utilities, operating supplies, fuel, container replacements, and other items necessary for the operation and maintenance of the System.

- **Other Revenue Requirements:** This component of cost includes, in general, any recurring capital improvements to be funded from revenues such as vehicle lease payments, minor equipment replacement, and funding of contingency reserves for emergency debris removal.

Principal Assumptions and Considerations

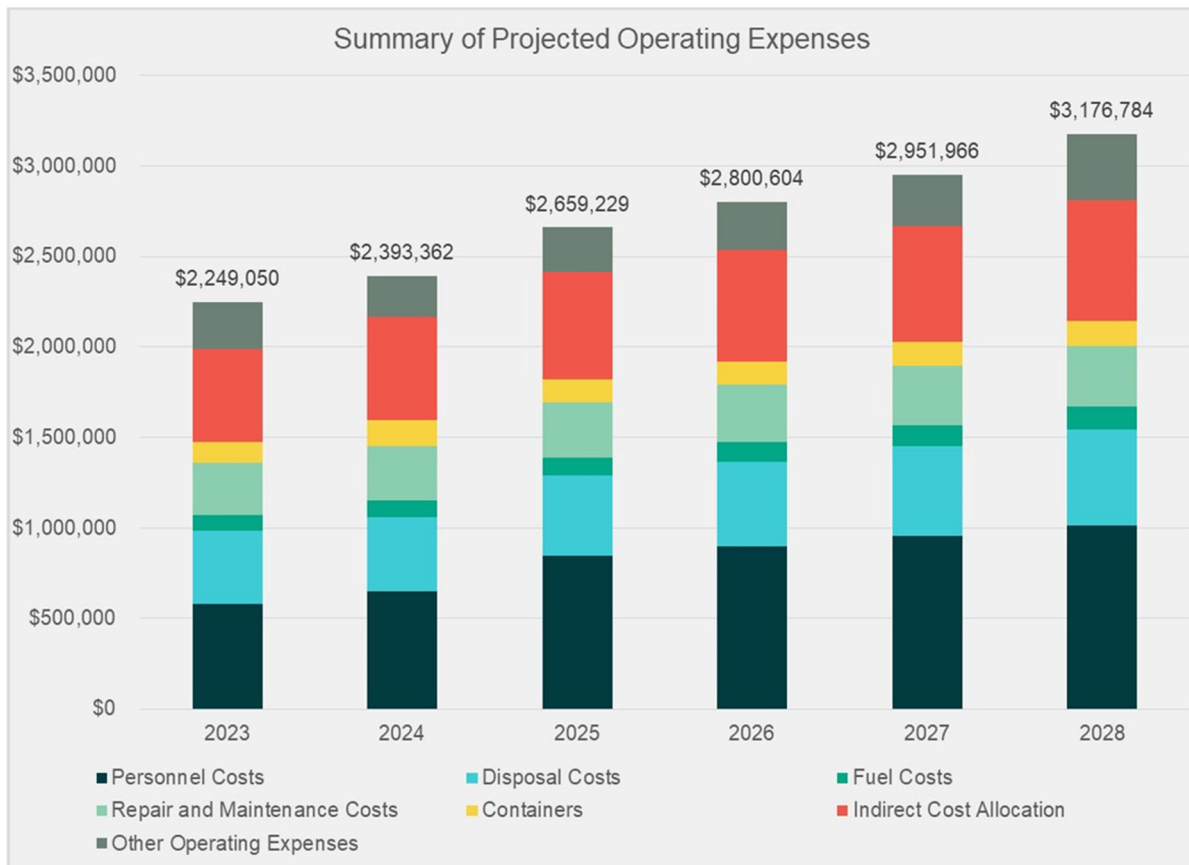
The projected cash revenue requirements, as summarized at the end of this section, reflect certain assumptions, considerations, and analyses. The principal assumptions, considerations, and analyses that are included in the development of the projected System revenue requirements for the Study Period are as follows:

1. The adopted Fiscal Year 2023 budget associated with the operations of the System was used as the basis for the expenditure projections set forth herein. Unless otherwise noted, the underlying assumptions and expenditure amounts included therein are assumed to be reasonable and reflect anticipated operations. Such budgetary amounts are incorporated into the revenue requirement component of the study, except for adjustments and assumptions as noted hereunder.
2. Projected revenues from current solid waste rates are based on the schedule of rates currently in effect as of the date of this report, which became effective on October 1, 2022. Such rates were applied to the customer and units forecast previously discussed in this report and shown in Table 1 on Page 14 of the Report. Table 2 on Page 21 of the Report also summarizes the projected rate revenue under existing rates for the Study Period. Annual rate revenues under existing rates are projected to be approximately \$2.1 million increasing to \$2.5 million by 2028 as customer growth comes online.
3. The operations and maintenance expenses of the System budgeted for Fiscal Years 2023 are summarized in Table 3 on Page 22 of the Report. The amounts for Fiscal Year 2023 are then projected for the remaining five (5) years of the Study Period (i.e., through Fiscal Year 2028) as shown in Table 4 on Page 24 of the Report. The projected operating costs are based on certain inflation assumptions and other adjustments provided by Town staff for the Study Period. The adjustment factors and disposal expense allowances are identified in Tables 5 and 6 on Pages 27 through 28 of the Report, respectively, which were used to estimate the annual expenses summarized in Table 4 on Page 24 of the Report. The projected operating expenses were developed for the Study Period as follows:
 - a. An adjustment was made to budgeted disposal costs based on an estimated increase in tonnage for 2023 of approximately \$92,000.
 - b. An adjustment for operating and revenue contingencies was also made for approximately \$27,000 in 2023.
 - c. To improve solid waste collection service and increase code enforcement/compliance, Town staff proposes to hire one (1) additional Sanitation Truck Operator II during Fiscal Year 2025 at an estimated annual cost of approximately \$70,000 per year and one (1) new Solid Waste Code Officer during Fiscal Year 2025 at \$87,000 per year.

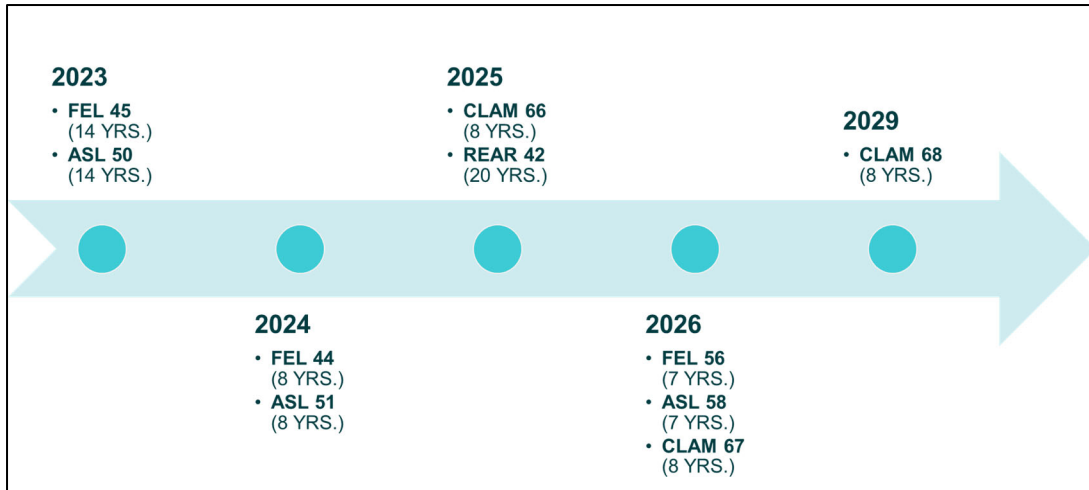
d. Expenses beyond Fiscal Year 2023 were increased based on estimated inflationary adjustments as follows:

- Labor: 11% (Fiscal Year 24); then 4% per year
- Health and Liability Insurance: 15% per year
- Fuel and Utilities: 5% per year
- General Inflation: 3% per year

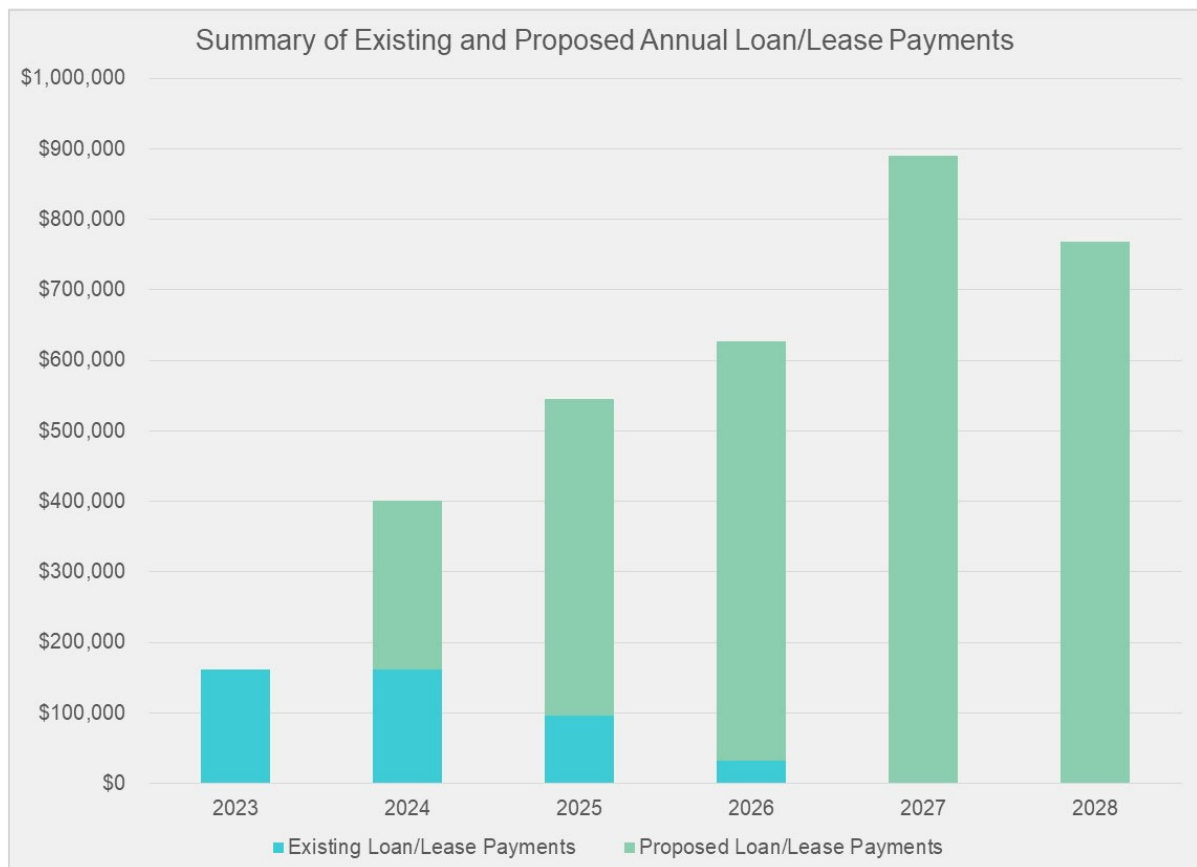
The following chart summarizes the projected operating expenses as follows:



4. The Town has decided to prioritize its vehicle replacement program in order to provide a more reliable service and reduce its repair and maintenance related operating costs. The total vehicle replacement / capital program is projected to be approximately \$4.0 million over the Study Period as shown on Table 7 on Page 29 of the Report. This program includes \$3.9 million for the replacement of 10 trucks including 3 front end loaders, 3 side loaders, 3 grapple trucks, and 1 rear loader truck. Other capital outlay for minor equipment and machinery is also included at \$0.1 million. The vehicle replacement schedule and ages of the vehicles being replaced is shown below.

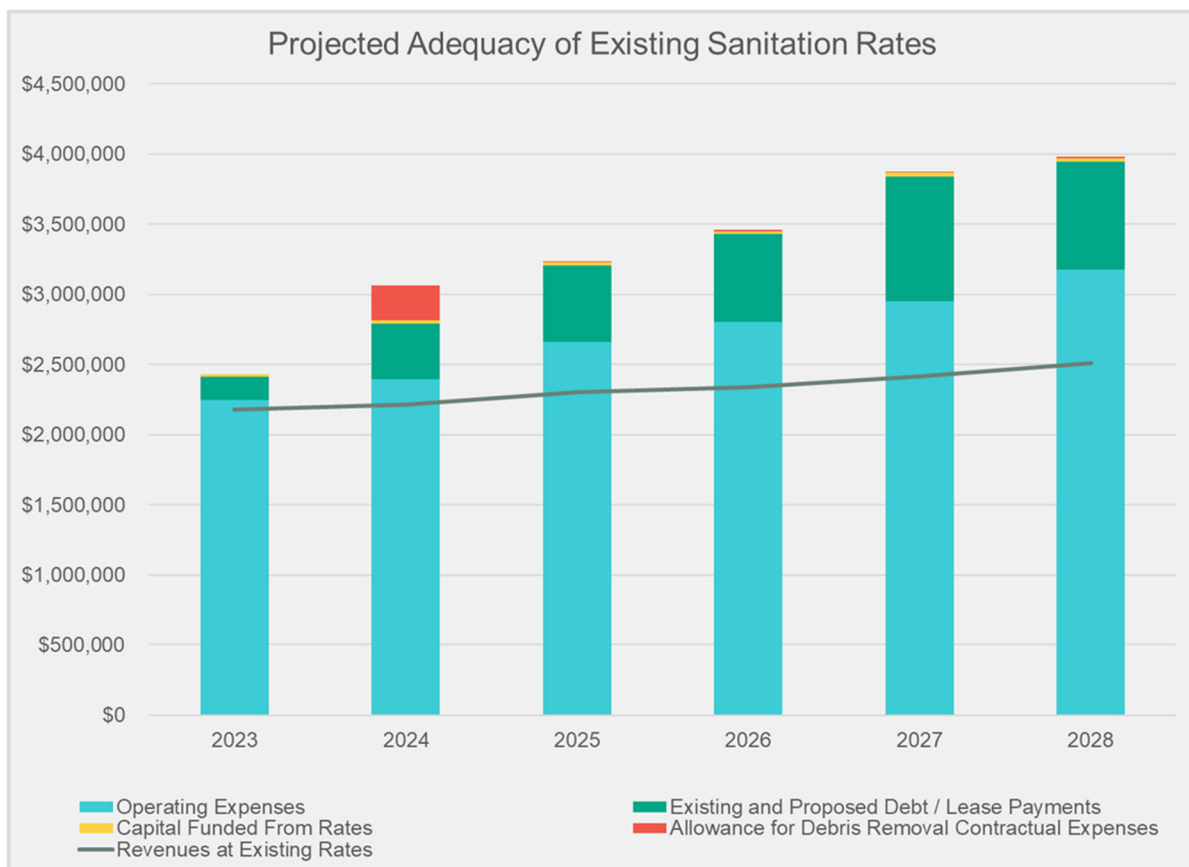


5. As of the date of this report, the System has two existing capital leases and one loan payable to the general fund outstanding. The annual payments are approximately \$161,000 per year, which end in Fiscal Year 2026. Additionally, the Town anticipates additional lease payments associated with the funding of the vehicle replacement program. Payments on these proposed leases are anticipated to begin at approximately \$239,000 in 2024 and increase to \$768,000 in 2028. The proposed leases are assumed to all have 4-year payback terms with interest rates between 5.99% - 6.75% per year. A projection of the total annual lease payments is shown below and also on Table 8 on Page 31 of the Report.



6. Based on discussions with Town Staff an allowance account for emergency contractual debris removal services associated with storm events is to be established. A transfer of \$250,000 in 2024 is the initial deposit with subsequent annual deposits of about \$8,000 per year to keep pace with inflation.
7. A minimum balance in unrestricted operating reserves of 60 days of annual expenditures is the proposed target balance for 2024. Additional deposits to the operating fund are anticipated over the Study Period to increase the balance to at least 90 days of reserves. A projection of ending reserve balances can be found of Table 9 on Page 32 of the Report.

Table 10 on Page 33 of the Report provides a summary of the projected net cash flows of the System for the Study Period. Based upon the assumptions used to prepare the System’s financial forecast regarding operating expenses and capital requirements, the projected net revenue requirements of the System when compared to revenues under existing rates are summarized as follows:



As can be seen in the above summary, and in Table 10 on Page 33 of the Report, the projected revenue deficiency is estimated to be approximately \$250,000 in Fiscal Year 2024, which may increase to \$1.6 million by Fiscal Year 2028.

(Remainder of page intentionally left blank)

Existing and Proposed Rates

The Town currently charges \$258.37 per month per residential cart account and \$11.31 per cubic yard (per pickup per week) of solid waste volume for all properties utilizing dumpsters. To meet the solid waste utility program requirements identified for the Study Period, the following assessments and monthly rates are proposed:

Proposed Solid Waste Rates

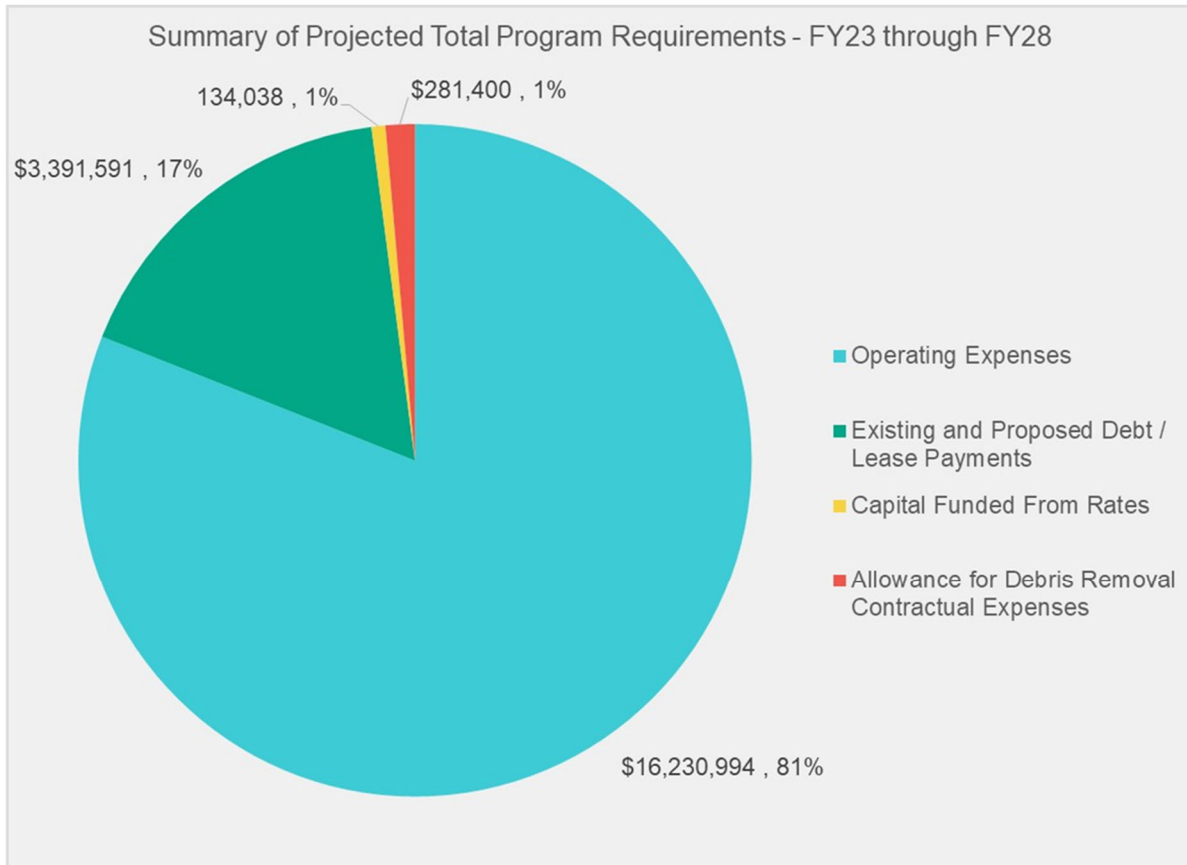
| Description | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 |
|--|------------------------|------------------------|------------------------|------------------------|------------------------|
| Funds Total Program | | | | | |
| Percent Rate Increase | 48% | 3% | 3% | 3% | 3% |
| Proposed Annual Charge per Cart (Current Fee: \$258.37) | <u>\$382.39</u> | <u>\$393.86</u> | <u>\$405.68</u> | <u>\$417.85</u> | <u>\$430.38</u> |
| Proposed charge per Cubic Yard per pickup/week (Current Fee: \$11.31) | <u>\$16.74</u> | <u>\$17.24</u> | <u>\$17.76</u> | <u>\$18.29</u> | <u>\$18.84</u> |

As shown above, this study recommends that a series of adjustments be made to the annual assessment and monthly rates. A full detailed listing of the Town's existing and proposed rates can be found on Table 11 on Page 34 of the Report. Key benefits of the proposed rate plan include the following:

- Utility becomes self-sufficient through Fiscal Year 2028
- Utility can fund the prioritized vehicle replacement program
- Builds reserves over time (operating and debris removal funds)

(Remainder of page intentionally left blank)

If the proposed assessments and monthly rates are approved and implemented over the Study Period, by Fiscal Year 2028, the proposed fees are estimated to fund the following expenditures:



Conclusions and Recommendations

Based on our studies, assumptions, considerations, and analyses as summarized herein, we are of the opinion that:

1. The solid waste utility should operate as a self-supporting enterprise fund with separate accounting from other Town departments.
 - a. The Town has consistently used operating reserves to cover actual expenses, but those reserves have been nearly exhausted.
2. The existing rates are not adequate to cover the current operations.
 - a. Additional adjustments are also needed to adequately fund the projected operating expenditures and planned vehicle replacement program.
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.

- a. Adopting a reserve policy of 90 days of annual expenditures for the solid waste utility to be achieved by fiscal year 2026 is recommended.
 - b. A separate contingency fund of \$250,000 for emergency debris removal should also be established.
4. On or about January 18, 2023, the Town Commission adopted an ordinance that moves the multi-family dumpster accounts to the standard dumpster rates.
 - a. The projected financial results were prepared based on the adopted service classifications.
 - b. The Town Commission should consider adopting the proposed non-ad valorem assessment and monthly utility billing schedule for Fiscal Years 2024 through 2028 as outlined in this study.
5. This study should be updated within five (5) years.

We appreciate the opportunity to be of service to the Town and would like to thank the Town's staff for their assistance and cooperation during the course of this study.

Respectfully submitted,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Murray M. Hamilton, Jr.
Vice President



Shawn A. Ocasio
Manager

SAO/dlc
Attachments

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Table 1
Town of Lake Park
Solid Waste Rate Study

Detailed Service Requirements and Development of Rate Revenues

| Line No. | Description | Projected Fiscal Year Ending September 30, | | | | | |
|---|---------------------------------|--|-----------|-----------|-----------|-----------|-----------|
| | | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
| <u>Cart Service</u> | | | | | | | |
| <u>Residential</u> | | | | | | | |
| 1 | Annual Growth | N/A | 18 | 19 | 19 | 19 | 19 |
| 2 | Annual Units | 1,843 | 1,861 | 1,880 | 1,899 | 1,918 | 1,937 |
| 3 | Estimated Maximum Trips | 191,672 | 193,544 | 195,520 | 197,496 | 199,472 | 201,448 |
| 4 | Estimated Maximum Cubic Yardage | 95,836 | 96,772 | 97,760 | 98,748 | 99,736 | 100,724 |
| 5 | Annual Charge per Unit | \$258.37 | \$258.37 | \$258.37 | \$258.37 | \$258.37 | \$258.37 |
| 6 | Annual Revenues | \$476,176 | \$480,827 | \$485,736 | \$490,645 | \$495,554 | \$500,463 |
| <u>Multifamily</u> | | | | | | | |
| 7 | Annual Growth | N/A | 4 | 5 | 5 | 5 | 5 |
| 8 | Annual Units | 449 | 453 | 458 | 463 | 468 | 473 |
| 9 | Estimated Maximum Trips | 46,696 | 47,112 | 47,632 | 48,152 | 48,672 | 49,192 |
| 10 | Estimated Maximum Cubic Yardage | 23,348 | 23,556 | 23,816 | 24,076 | 24,336 | 24,596 |
| 11 | Annual Charge per Unit | \$258.37 | \$258.37 | \$258.37 | \$258.37 | \$258.37 | \$258.37 |
| 12 | Annual Revenues | \$116,008 | \$117,042 | \$118,333 | \$119,625 | \$120,917 | \$122,209 |
| 13 | Total Cart Service | \$592,184 | \$597,868 | \$604,069 | \$610,270 | \$616,471 | \$622,672 |
| <u>Multifamily Dumpster Service</u> | | | | | | | |
| <u>2 Cubic Yard Container - 2 Pick Ups</u> | | | | | | | |
| 14 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 15 | Annual Units | 2 | 2 | 2 | 2 | 2 | 2 |
| 16 | Estimated Maximum Trips | 208 | 208 | 208 | 208 | 208 | 208 |
| 17 | Estimated Maximum Cubic Yardage | 416 | 416 | 416 | 416 | 416 | 416 |
| 18 | Monthly Charge per Unit | \$196.04 | \$196.04 | \$196.04 | \$196.04 | \$196.04 | \$196.04 |
| 19 | Annual Revenues | \$4,705 | \$4,705 | \$4,705 | \$4,705 | \$4,705 | \$4,705 |
| <u>2 Cubic Yard Container - 3 Pick Ups</u> | | | | | | | |
| 20 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 21 | Annual Units | 13 | 13 | 13 | 13 | 13 | 13 |
| 22 | Estimated Maximum Trips | 2,028 | 2,028 | 2,028 | 2,028 | 2,028 | 2,028 |
| 23 | Estimated Maximum Cubic Yardage | 4,056 | 4,056 | 4,056 | 4,056 | 4,056 | 4,056 |
| 24 | Monthly Charge per Unit | \$294.06 | \$294.06 | \$294.06 | \$294.06 | \$294.06 | \$294.06 |
| 25 | Annual Revenues | \$45,873 | \$45,873 | \$45,873 | \$45,873 | \$45,873 | \$45,873 |
| <u>3 Cubic Yard Container - 2 Pick Ups</u> | | | | | | | |
| 26 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 27 | Annual Units | 9 | 9 | 9 | 9 | 9 | 9 |
| 28 | Estimated Maximum Trips | 936 | 936 | 936 | 936 | 936 | 936 |
| 29 | Estimated Maximum Cubic Yardage | 2,808 | 2,808 | 2,808 | 2,808 | 2,808 | 2,808 |
| 30 | Monthly Charge per Unit | \$294.06 | \$294.06 | \$294.06 | \$294.06 | \$294.06 | \$294.06 |
| 31 | Annual Revenues | \$31,758 | \$31,758 | \$31,758 | \$31,758 | \$31,758 | \$31,758 |
| <u>3 Cubic Yard Container - 3 Pick Ups</u> | | | | | | | |
| 32 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 33 | Annual Units | 12 | 12 | 12 | 12 | 12 | 12 |
| 34 | Estimated Maximum Trips | 1,872 | 1,872 | 1,872 | 1,872 | 1,872 | 1,872 |
| 35 | Estimated Maximum Cubic Yardage | 5,616 | 5,616 | 5,616 | 5,616 | 5,616 | 5,616 |
| 36 | Monthly Charge per Unit | \$441.09 | \$441.09 | \$441.09 | \$441.09 | \$441.09 | \$441.09 |
| 37 | Annual Revenues | \$63,517 | \$63,517 | \$63,517 | \$63,517 | \$63,517 | \$63,517 |

Table 1
Town of Lake Park
Solid Waste Rate Study

Detailed Service Requirements and Development of Rate Revenues

| | | Projected Fiscal Year Ending September 30, | | | | | |
|--|---------------------------------|--|-----------|-----------|-----------|-----------|-----------|
| Line No. | Description | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
| <u>4 Cubic Yard Container - 1 Pick Ups</u> | | | | | | | |
| 38 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 39 | Annual Units | 2 | 2 | 2 | 2 | 2 | 2 |
| 40 | Estimated Maximum Trips | 104 | 104 | 104 | 104 | 104 | 104 |
| 41 | Estimated Maximum Cubic Yardage | 416 | 416 | 416 | 416 | 416 | 416 |
| 42 | Monthly Charge per Unit | \$196.04 | \$196.04 | \$196.04 | \$196.04 | \$196.04 | \$196.04 |
| 43 | Annual Revenues | \$4,705 | \$4,705 | \$4,705 | \$4,705 | \$4,705 | \$4,705 |
| <u>4 Cubic Yard Container - 2 Pick Ups</u> | | | | | | | |
| 44 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 45 | Annual Units | 7 | 7 | 7 | 7 | 7 | 7 |
| 46 | Estimated Maximum Trips | 728 | 728 | 728 | 728 | 728 | 728 |
| 47 | Estimated Maximum Cubic Yardage | 2,912 | 2,912 | 2,912 | 2,912 | 2,912 | 2,912 |
| 48 | Monthly Charge per Unit | \$392.08 | \$392.08 | \$392.08 | \$392.08 | \$392.08 | \$392.08 |
| 49 | Annual Revenues | \$32,935 | \$32,935 | \$32,935 | \$32,935 | \$32,935 | \$32,935 |
| <u>4 Cubic Yard Container - 3 Pick Ups</u> | | | | | | | |
| 50 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 51 | Annual Units | 22 | 22 | 22 | 22 | 22 | 22 |
| 52 | Estimated Maximum Trips | 3,432 | 3,432 | 3,432 | 3,432 | 3,432 | 3,432 |
| 53 | Estimated Maximum Cubic Yardage | 13,728 | 13,728 | 13,728 | 13,728 | 13,728 | 13,728 |
| 54 | Monthly Charge per Unit | \$588.12 | \$588.12 | \$588.12 | \$588.12 | \$588.12 | \$588.12 |
| 55 | Annual Revenues | \$155,264 | \$155,264 | \$155,264 | \$155,264 | \$155,264 | \$155,264 |
| <u>6 Cubic Yard Container - 2 Pick Ups</u> | | | | | | | |
| 56 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 57 | Annual Units | 1 | 1 | 1 | 1 | 1 | 1 |
| 58 | Estimated Maximum Trips | 104 | 104 | 104 | 104 | 104 | 104 |
| 59 | Estimated Maximum Cubic Yardage | 624 | 624 | 624 | 624 | 624 | 624 |
| 60 | Monthly Charge per Unit | \$588.12 | \$588.12 | \$588.12 | \$588.12 | \$588.12 | \$588.12 |
| 61 | Annual Revenues | \$7,057 | \$7,057 | \$7,057 | \$7,057 | \$7,057 | \$7,057 |
| <u>6 Cubic Yard Container - 3 Pick Ups</u> | | | | | | | |
| 62 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 63 | Annual Units | 5 | 5 | 5 | 5 | 5 | 5 |
| 64 | Estimated Maximum Trips | 780 | 780 | 780 | 780 | 780 | 780 |
| 65 | Estimated Maximum Cubic Yardage | 4,680 | 4,680 | 4,680 | 4,680 | 4,680 | 4,680 |
| 66 | Monthly Charge per Unit | \$882.18 | \$882.18 | \$882.18 | \$882.18 | \$882.18 | \$882.18 |
| 67 | Annual Revenues | \$52,931 | \$52,931 | \$52,931 | \$52,931 | \$52,931 | \$52,931 |
| <u>8 Cubic Yard Container - 1 Pick Ups</u> | | | | | | | |
| 68 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 69 | Annual Units | 1 | 1 | 1 | 1 | 1 | 1 |
| 70 | Estimated Maximum Trips | 52 | 52 | 52 | 52 | 52 | 52 |
| 71 | Estimated Maximum Cubic Yardage | 416 | 416 | 416 | 416 | 416 | 416 |
| 72 | Monthly Charge per Unit | \$392.08 | \$392.08 | \$392.08 | \$392.08 | \$392.08 | \$392.08 |
| 73 | Annual Revenues | \$4,705 | \$4,705 | \$4,705 | \$4,705 | \$4,705 | \$4,705 |
| <u>8 Cubic Yard Container - 2 Pick Ups</u> | | | | | | | |
| 74 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 75 | Annual Units | 3 | 3 | 3 | 3 | 3 | 3 |
| 76 | Estimated Maximum Trips | 312 | 312 | 312 | 312 | 312 | 312 |
| 77 | Estimated Maximum Cubic Yardage | 2,496 | 2,496 | 2,496 | 2,496 | 2,496 | 2,496 |
| 78 | Monthly Charge per Unit | \$784.16 | \$784.16 | \$784.16 | \$784.16 | \$784.16 | \$784.16 |
| 79 | Annual Revenues | \$28,230 | \$28,230 | \$28,230 | \$28,230 | \$28,230 | \$28,230 |

Table 1
Town of Lake Park
Solid Waste Rate Study

Detailed Service Requirements and Development of Rate Revenues

| | | Projected Fiscal Year Ending September 30, | | | | | |
|-----|--|--|------------|------------|------------|------------|------------|
| No. | Description | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
| | | | | | | | |
| | <u>8 Cubic Yard Container - 3 Pick Ups</u> | | | | | | |
| 80 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 81 | Annual Units | 1 | 1 | 1 | 1 | 1 | 1 |
| 82 | Estimated Maximum Trips | 156 | 156 | 156 | 156 | 156 | 156 |
| 83 | Estimated Maximum Cubic Yardage | 1,248 | 1,248 | 1,248 | 1,248 | 1,248 | 1,248 |
| 84 | Monthly Charge per Unit | \$1,176.24 | \$1,176.24 | \$1,176.24 | \$1,176.24 | \$1,176.24 | \$1,176.24 |
| 85 | Annual Revenues | \$14,115 | \$14,115 | \$14,115 | \$14,115 | \$14,115 | \$14,115 |
| 86 | Total Multifamily Dumpster Service | \$445,795 | \$445,795 | \$445,795 | \$445,795 | \$445,795 | \$445,795 |
| | | | | | | | |
| | <u>Commercial Dumpster Service</u> | | | | | | |
| | | | | | | | |
| | <u>0.5 Cubic Yard Container - 2 Pick Ups</u> | | | | | | |
| 87 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 88 | Annual Units | 64 | 64 | 64 | 64 | 64 | 64 |
| 89 | Estimated Maximum Trips | 6,656 | 6,656 | 6,656 | 6,656 | 6,656 | 6,656 |
| 90 | Estimated Maximum Cubic Yardage | 3,328 | 3,328 | 3,328 | 3,328 | 3,328 | 3,328 |
| 91 | Monthly Charge per Unit | \$49.01 | \$49.01 | \$49.01 | \$49.01 | \$49.01 | \$49.01 |
| 92 | Annual Revenues | \$37,640 | \$37,640 | \$37,640 | \$37,640 | \$37,640 | \$37,640 |
| | | | | | | | |
| | <u>2 Cubic Yard Container - 1 Pick Ups</u> | | | | | | |
| 93 | Annual Growth | N/A | 1 | 0 | 0 | 0 | 0 |
| 94 | Annual Units | 70 | 71 | 71 | 71 | 71 | 71 |
| 95 | Estimated Maximum Trips | 3,640 | 3,692 | 3,692 | 3,692 | 3,692 | 3,692 |
| 96 | Estimated Maximum Cubic Yardage | 7,280 | 7,384 | 7,384 | 7,384 | 7,384 | 7,384 |
| 97 | Monthly Charge per Unit | \$98.02 | \$98.02 | \$98.02 | \$98.02 | \$98.02 | \$98.02 |
| 98 | Annual Revenues | \$82,337 | \$83,513 | \$83,513 | \$83,513 | \$83,513 | \$83,513 |
| | | | | | | | |
| | <u>2 Cubic Yard Container - 2 Pick Ups</u> | | | | | | |
| 99 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 100 | Annual Units | 10 | 10 | 10 | 10 | 10 | 10 |
| 101 | Estimated Maximum Trips | 1,040 | 1,040 | 1,040 | 1,040 | 1,040 | 1,040 |
| 102 | Estimated Maximum Cubic Yardage | 2,080 | 2,080 | 2,080 | 2,080 | 2,080 | 2,080 |
| 103 | Monthly Charge per Unit | \$196.04 | \$196.04 | \$196.04 | \$196.04 | \$196.04 | \$196.04 |
| 104 | Annual Revenues | \$23,525 | \$23,525 | \$23,525 | \$23,525 | \$23,525 | \$23,525 |
| | | | | | | | |
| | <u>2 Cubic Yard Container - 3 Pick Ups</u> | | | | | | |
| 105 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 106 | Annual Units | 1 | 1 | 1 | 1 | 1 | 1 |
| 107 | Estimated Maximum Trips | 156 | 156 | 156 | 156 | 156 | 156 |
| 108 | Estimated Maximum Cubic Yardage | 312 | 312 | 312 | 312 | 312 | 312 |
| 109 | Monthly Charge per Unit | \$294.06 | \$294.06 | \$294.06 | \$294.06 | \$294.06 | \$294.06 |
| 110 | Annual Revenues | \$3,529 | \$3,529 | \$3,529 | \$3,529 | \$3,529 | \$3,529 |
| | | | | | | | |
| | <u>2 Cubic Yard Container - 4 Pick Ups</u> | | | | | | |
| 111 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 112 | Annual Units | 0 | 0 | 0 | 0 | 0 | 0 |
| 113 | Estimated Maximum Trips | 0 | 0 | 0 | 0 | 0 | 0 |
| 114 | Estimated Maximum Cubic Yardage | 0 | 0 | 0 | 0 | 0 | 0 |
| 115 | Monthly Charge per Unit | \$392.08 | \$392.08 | \$392.08 | \$392.08 | \$392.08 | \$392.08 |
| 116 | Annual Revenues | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

Table 1
Town of Lake Park
Solid Waste Rate Study

Detailed Service Requirements and Development of Rate Revenues

| Line No. | Description | Projected Fiscal Year Ending September 30, | | | | | |
|--|---------------------------------|--|----------|----------|----------|----------|----------|
| | | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
| <u>2 Cubic Yard Container - 5 Pick Ups</u> | | | | | | | |
| 117 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 118 | Annual Units | 0 | 0 | 0 | 0 | 0 | 0 |
| 119 | Estimated Maximum Trips | 0 | 0 | 0 | 0 | 0 | 0 |
| 120 | Estimated Maximum Cubic Yardage | 0 | 0 | 0 | 0 | 0 | 0 |
| 121 | Monthly Charge per Unit | \$490.10 | \$490.10 | \$490.10 | \$490.10 | \$490.10 | \$490.10 |
| 122 | Annual Revenues | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| <u>3 Cubic Yard Container - 1 Pick Ups</u> | | | | | | | |
| 123 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 124 | Annual Units | 26 | 26 | 26 | 26 | 26 | 26 |
| 125 | Estimated Maximum Trips | 1,352 | 1,352 | 1,352 | 1,352 | 1,352 | 1,352 |
| 126 | Estimated Maximum Cubic Yardage | 4,056 | 4,056 | 4,056 | 4,056 | 4,056 | 4,056 |
| 127 | Monthly Charge per Unit | \$147.03 | \$147.03 | \$147.03 | \$147.03 | \$147.03 | \$147.03 |
| 128 | Annual Revenues | \$45,873 | \$45,873 | \$45,873 | \$45,873 | \$45,873 | \$45,873 |
| <u>3 Cubic Yard Container - 2 Pick Ups</u> | | | | | | | |
| 129 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 130 | Annual Units | 7 | 7 | 7 | 7 | 7 | 7 |
| 131 | Estimated Maximum Trips | 728 | 728 | 728 | 728 | 728 | 728 |
| 132 | Estimated Maximum Cubic Yardage | 2,184 | 2,184 | 2,184 | 2,184 | 2,184 | 2,184 |
| 133 | Monthly Charge per Unit | \$294.06 | \$294.06 | \$294.06 | \$294.06 | \$294.06 | \$294.06 |
| 134 | Annual Revenues | \$24,701 | \$24,701 | \$24,701 | \$24,701 | \$24,701 | \$24,701 |
| <u>3 Cubic Yard Container - 3 Pick Ups</u> | | | | | | | |
| 135 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 136 | Annual Units | 2 | 2 | 2 | 2 | 2 | 2 |
| 137 | Estimated Maximum Trips | 312 | 312 | 312 | 312 | 312 | 312 |
| 138 | Estimated Maximum Cubic Yardage | 936 | 936 | 936 | 936 | 936 | 936 |
| 139 | Monthly Charge per Unit | \$441.09 | \$441.09 | \$441.09 | \$441.09 | \$441.09 | \$441.09 |
| 140 | Annual Revenues | \$10,586 | \$10,586 | \$10,586 | \$10,586 | \$10,586 | \$10,586 |
| <u>3 Cubic Yard Container - 4 Pick Ups</u> | | | | | | | |
| 141 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 142 | Annual Units | 0 | 0 | 0 | 0 | 0 | 0 |
| 143 | Estimated Maximum Trips | 0 | 0 | 0 | 0 | 0 | 0 |
| 144 | Estimated Maximum Cubic Yardage | 0 | 0 | 0 | 0 | 0 | 0 |
| 145 | Monthly Charge per Unit | \$588.12 | \$588.12 | \$588.12 | \$588.12 | \$588.12 | \$588.12 |
| 146 | Annual Revenues | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| <u>3 Cubic Yard Container - 5 Pick Ups</u> | | | | | | | |
| 147 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 148 | Annual Units | 1 | 1 | 1 | 1 | 1 | 1 |
| 149 | Estimated Maximum Trips | 260 | 260 | 260 | 260 | 260 | 260 |
| 150 | Estimated Maximum Cubic Yardage | 780 | 780 | 780 | 780 | 780 | 780 |
| 151 | Monthly Charge per Unit | \$735.15 | \$735.15 | \$735.15 | \$735.15 | \$735.15 | \$735.15 |
| 152 | Annual Revenues | \$8,822 | \$8,822 | \$8,822 | \$8,822 | \$8,822 | \$8,822 |
| <u>4 Cubic Yard Container - 1 Pick Ups</u> | | | | | | | |
| 153 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 154 | Annual Units | 41 | 41 | 41 | 41 | 41 | 41 |
| 155 | Estimated Maximum Trips | 2,132 | 2,132 | 2,132 | 2,132 | 2,132 | 2,132 |
| 156 | Estimated Maximum Cubic Yardage | 8,528 | 8,528 | 8,528 | 8,528 | 8,528 | 8,528 |
| 157 | Monthly Charge per Unit | \$196.04 | \$196.04 | \$196.04 | \$196.04 | \$196.04 | \$196.04 |
| 158 | Annual Revenues | \$96,452 | \$96,452 | \$96,452 | \$96,452 | \$96,452 | \$96,452 |

Table 1
Town of Lake Park
Solid Waste Rate Study

Detailed Service Requirements and Development of Rate Revenues

| Line No. | Description | Projected Fiscal Year Ending September 30, | | | | | |
|----------|--|--|-----------|-----------|-----------|-----------|-----------|
| | | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
| | <u>4 Cubic Yard Container - 2 Pick Ups</u> | | | | | | |
| 159 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 160 | Annual Units | 9 | 9 | 9 | 9 | 9 | 9 |
| 161 | Estimated Maximum Trips | 936 | 936 | 936 | 936 | 936 | 936 |
| 162 | Estimated Maximum Cubic Yardage | 3,744 | 3,744 | 3,744 | 3,744 | 3,744 | 3,744 |
| 163 | Monthly Charge per Unit | \$392.08 | \$392.08 | \$392.08 | \$392.08 | \$392.08 | \$392.08 |
| 164 | Annual Revenues | \$42,345 | \$42,345 | \$42,345 | \$42,345 | \$42,345 | \$42,345 |
| | <u>4 Cubic Yard Container - 3 Pick Ups</u> | | | | | | |
| 165 | Annual Growth | N/A | 0 | 10 | 0 | 10 | 9 |
| 166 | Annual Units | 2 | 2 | 12 | 12 | 22 | 31 |
| 167 | Estimated Maximum Trips | 312 | 312 | 1,872 | 1,872 | 3,432 | 4,836 |
| 168 | Estimated Maximum Cubic Yardage | 1,248 | 1,248 | 7,488 | 7,488 | 13,728 | 19,344 |
| 169 | Monthly Charge per Unit | \$588.12 | \$588.12 | \$588.12 | \$588.12 | \$588.12 | \$588.12 |
| 170 | Annual Revenues | \$14,115 | \$14,115 | \$84,689 | \$84,689 | \$155,264 | \$218,781 |
| | <u>4 Cubic Yard Container - 4 Pick Ups</u> | | | | | | |
| 171 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 172 | Annual Units | 1 | 1 | 1 | 1 | 1 | 1 |
| 173 | Estimated Maximum Trips | 208 | 208 | 208 | 208 | 208 | 208 |
| 174 | Estimated Maximum Cubic Yardage | 832 | 832 | 832 | 832 | 832 | 832 |
| 175 | Monthly Charge per Unit | \$784.16 | \$784.16 | \$784.16 | \$784.16 | \$784.16 | \$784.16 |
| 176 | Annual Revenues | \$9,410 | \$9,410 | \$9,410 | \$9,410 | \$9,410 | \$9,410 |
| | <u>4 Cubic Yard Container - 5 Pick Ups</u> | | | | | | |
| 177 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 178 | Annual Units | 1 | 1 | 1 | 1 | 1 | 1 |
| 179 | Estimated Maximum Trips | 260 | 260 | 260 | 260 | 260 | 260 |
| 180 | Estimated Maximum Cubic Yardage | 1,040 | 1,040 | 1,040 | 1,040 | 1,040 | 1,040 |
| 181 | Monthly Charge per Unit | \$980.20 | \$980.20 | \$980.20 | \$980.20 | \$980.20 | \$980.20 |
| 182 | Annual Revenues | \$11,762 | \$11,762 | \$11,762 | \$11,762 | \$11,762 | \$11,762 |
| | <u>6 Cubic Yard Container - 1 Pick Ups</u> | | | | | | |
| 183 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 184 | Annual Units | 23 | 23 | 23 | 23 | 23 | 23 |
| 185 | Estimated Maximum Trips | 1,196 | 1,196 | 1,196 | 1,196 | 1,196 | 1,196 |
| 186 | Estimated Maximum Cubic Yardage | 7,176 | 7,176 | 7,176 | 7,176 | 7,176 | 7,176 |
| 187 | Monthly Charge per Unit | \$294.06 | \$294.06 | \$294.06 | \$294.06 | \$294.06 | \$294.06 |
| 188 | Annual Revenues | \$81,161 | \$81,161 | \$81,161 | \$81,161 | \$81,161 | \$81,161 |
| | <u>6 Cubic Yard Container - 2 Pick Ups</u> | | | | | | |
| 189 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 190 | Annual Units | 19 | 19 | 19 | 19 | 19 | 19 |
| 191 | Estimated Maximum Trips | 1,976 | 1,976 | 1,976 | 1,976 | 1,976 | 1,976 |
| 192 | Estimated Maximum Cubic Yardage | 11,856 | 11,856 | 11,856 | 11,856 | 11,856 | 11,856 |
| 193 | Monthly Charge per Unit | \$588.12 | \$588.12 | \$588.12 | \$588.12 | \$588.12 | \$588.12 |
| 194 | Annual Revenues | \$134,091 | \$134,091 | \$134,091 | \$134,091 | \$134,091 | \$134,091 |
| | <u>6 Cubic Yard Container - 3 Pick Ups</u> | | | | | | |
| 195 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 2 |
| 196 | Annual Units | 5 | 5 | 5 | 5 | 5 | 7 |
| 197 | Estimated Maximum Trips | 780 | 780 | 780 | 780 | 780 | 1,092 |
| 198 | Estimated Maximum Cubic Yardage | 4,680 | 4,680 | 4,680 | 4,680 | 4,680 | 6,552 |
| 199 | Monthly Charge per Unit | \$882.18 | \$882.18 | \$882.18 | \$882.18 | \$882.18 | \$882.18 |
| 200 | Annual Revenues | \$52,931 | \$52,931 | \$52,931 | \$52,931 | \$52,931 | \$74,103 |

Table 1
Town of Lake Park
Solid Waste Rate Study

Detailed Service Requirements and Development of Rate Revenues

| Line No. | Description | Projected Fiscal Year Ending September 30, | | | | | |
|--|---------------------------------|--|------------|------------|------------|------------|------------|
| | | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
| <u>6 Cubic Yard Container - 4 Pick Ups</u> | | | | | | | |
| 201 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 202 | Annual Units | 0 | 0 | 0 | 0 | 0 | 0 |
| 203 | Estimated Maximum Trips | 0 | 0 | 0 | 0 | 0 | 0 |
| 204 | Estimated Maximum Cubic Yardage | 0 | 0 | 0 | 0 | 0 | 0 |
| 205 | Monthly Charge per Unit | \$1,176.24 | \$1,176.24 | \$1,176.24 | \$1,176.24 | \$1,176.24 | \$1,176.24 |
| 206 | Annual Revenues | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| <u>6 Cubic Yard Container - 5 Pick Ups</u> | | | | | | | |
| 207 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 208 | Annual Units | 1 | 1 | 1 | 1 | 1 | 1 |
| 209 | Estimated Maximum Trips | 260 | 260 | 260 | 260 | 260 | 260 |
| 210 | Estimated Maximum Cubic Yardage | 1,560 | 1,560 | 1,560 | 1,560 | 1,560 | 1,560 |
| 211 | Monthly Charge per Unit | \$1,470.30 | \$1,470.30 | \$1,470.30 | \$1,470.30 | \$1,470.30 | \$1,470.30 |
| 212 | Annual Revenues | \$17,644 | \$17,644 | \$17,644 | \$17,644 | \$17,644 | \$17,644 |
| <u>8 Cubic Yard Container - 1 Pick Ups</u> | | | | | | | |
| 213 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 214 | Annual Units | 11 | 11 | 11 | 11 | 11 | 11 |
| 215 | Estimated Maximum Trips | 572 | 572 | 572 | 572 | 572 | 572 |
| 216 | Estimated Maximum Cubic Yardage | 4,576 | 4,576 | 4,576 | 4,576 | 4,576 | 4,576 |
| 217 | Monthly Charge per Unit | \$392.08 | \$392.08 | \$392.08 | \$392.08 | \$392.08 | \$392.08 |
| 218 | Annual Revenues | \$51,755 | \$51,755 | \$51,755 | \$51,755 | \$51,755 | \$51,755 |
| <u>8 Cubic Yard Container - 2 Pick Ups</u> | | | | | | | |
| 219 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 220 | Annual Units | 28 | 28 | 28 | 28 | 28 | 28 |
| 221 | Estimated Maximum Trips | 2,912 | 2,912 | 2,912 | 2,912 | 2,912 | 2,912 |
| 222 | Estimated Maximum Cubic Yardage | 23,296 | 23,296 | 23,296 | 23,296 | 23,296 | 23,296 |
| 223 | Monthly Charge per Unit | \$784.16 | \$784.16 | \$784.16 | \$784.16 | \$784.16 | \$784.16 |
| 224 | Annual Revenues | \$263,478 | \$263,478 | \$263,478 | \$263,478 | \$263,478 | \$263,478 |
| <u>8 Cubic Yard Container - 3 Pick Ups</u> | | | | | | | |
| 225 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 226 | Annual Units | 4 | 4 | 4 | 4 | 4 | 4 |
| 227 | Estimated Maximum Trips | 624 | 624 | 624 | 624 | 624 | 624 |
| 228 | Estimated Maximum Cubic Yardage | 4,992 | 4,992 | 4,992 | 4,992 | 4,992 | 4,992 |
| 229 | Monthly Charge per Unit | \$1,176.24 | \$1,176.24 | \$1,176.24 | \$1,176.24 | \$1,176.24 | \$1,176.24 |
| 230 | Annual Revenues | \$56,460 | \$56,460 | \$56,460 | \$56,460 | \$56,460 | \$56,460 |
| <u>8 Cubic Yard Container - 4 Pick Ups</u> | | | | | | | |
| 231 | Annual Growth | N/A | 0 | 0 | 0 | 0 | 0 |
| 232 | Annual Units | 1 | 1 | 1 | 1 | 1 | 1 |
| 233 | Estimated Maximum Trips | 208 | 208 | 208 | 208 | 208 | 208 |
| 234 | Estimated Maximum Cubic Yardage | 1,664 | 1,664 | 1,664 | 1,664 | 1,664 | 1,664 |
| 235 | Monthly Charge per Unit | \$1,568.32 | \$1,568.32 | \$1,568.32 | \$1,568.32 | \$1,568.32 | \$1,568.32 |
| 236 | Annual Revenues | \$18,820 | \$18,820 | \$18,820 | \$18,820 | \$18,820 | \$18,820 |
| <u>8 Cubic Yard Container - 5 Pick Ups</u> | | | | | | | |
| 237 | Annual Growth | N/A | 1 | 0 | 1 | 0 | 0 |
| 238 | Annual Units | 2 | 3 | 3 | 4 | 4 | 4 |
| 239 | Estimated Maximum Trips | 520 | 780 | 780 | 1,040 | 1,040 | 1,040 |
| 240 | Estimated Maximum Cubic Yardage | 4,160 | 6,240 | 6,240 | 8,320 | 8,320 | 8,320 |
| 241 | Monthly Charge per Unit | \$1,960.40 | \$1,960.40 | \$1,960.40 | \$1,960.40 | \$1,960.40 | \$1,960.40 |
| 242 | Annual Revenues | \$47,050 | \$70,574 | \$70,574 | \$94,099 | \$94,099 | \$94,099 |

Table 1
Town of Lake Park
Solid Waste Rate Study

Detailed Service Requirements and Development of Rate Revenues

| Line No. | Description | Projected Fiscal Year Ending September 30, | | | | | |
|-------------|--|--|--------------------|--------------------|--------------------|--------------------|--------------------|
| | | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
| 243 | Total Commercial Dumpster Service | \$1,134,483 | \$1,159,185 | \$1,229,759 | \$1,253,284 | \$1,323,858 | \$1,408,547 |
| 244 | 4.0 % Discount for Residential Prepayments | (\$23,687) | (\$23,915) | (\$24,163) | (\$24,411) | (\$24,659) | (\$24,907) |
| 245 | Total Revenues | <u>\$2,148,775</u> | <u>\$2,178,933</u> | <u>\$2,255,460</u> | <u>\$2,284,938</u> | <u>\$2,361,465</u> | <u>\$2,452,107</u> |

Table 2
Town of Lake Park
Solid Waste Rate Study

Projected Operating and Miscellaneous Revenue at Existing Rates

| Line No. | Description | General Ledger Account Number | Historical Fiscal Year Ended September 30, | | | Budgeted 2023 [1] | Adjustments | Adjusted 2023 | Escalation Reference [2] | Projected Fiscal Year Ending September 30, | | | | |
|---------------------|------------------------------------|-------------------------------|--|-------------|-------------|-------------------|-------------|---------------|--------------------------|--|-------------|-------------|-------------|-------------|
| | | | 2020 | 2021 | 2022 | | | | | 2024 | 2025 | 2026 | 2027 | 2028 |
| SYSTEM REVENUES | | | | | | | | | | | | | | |
| Charges for Service | | | | | | | | | | | | | | |
| 1 | Commercial Assessment - SWA | 404-343.410 | \$84,263 | \$89,628 | \$89,251 | \$0 | \$0 | \$0 | Eliminate | \$0 | \$0 | \$0 | \$0 | \$0 |
| 2 | Commercial User Fees - TLP | 404-343.420 | 840,264 | 932,889 | 934,716 | 1,117,400 | 17,083 | 1,134,483 | Calculated | 1,604,979 | 1,675,554 | 1,699,079 | 1,769,653 | 1,854,342 |
| 3 | Residential Assessments - SWA | 404-343.500 | 798,898 | 848,818 | 845,787 | 990,000 | (39,600) | 950,400 | Calculated | 573,953 | 579,906 | 585,859 | 591,812 | 597,765 |
| 4 | Residential User Fees - TLP | 404-343.510 | 4,632 | 10,996 | (861) | 5,000 | 0 | 5,000 | Constant | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| 5 | Recycling Income | 404-343.610 | 127 | 0 | 4,662 | 2,000 | 0 | 2,000 | Constant | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 |
| 6 | Total Charges for Service | | \$1,728,183 | \$1,882,331 | \$1,873,555 | \$2,114,400 | (\$22,517) | \$2,091,883 | | \$2,185,933 | \$2,262,460 | \$2,291,938 | \$2,368,465 | \$2,459,107 |
| Other Revenues | | | | | | | | | | | | | | |
| 7 | Delinquent Refuse Assessments | 404-311.120 | \$671 | \$124 | \$0 | \$0 | \$0 | \$0 | Constant | \$0 | \$0 | \$0 | \$0 | \$0 |
| 8 | FEMA/State Hurricane Relief | 404-331.500 | 3,461 | 0 | 0 | 0 | 0 | 0 | Eliminate | 0 | 0 | 0 | 0 | 0 |
| 9 | Cares Act Covid Relief | 404-331.560 | 34,935 | 0 | 0 | 0 | 0 | 0 | Eliminate | 0 | 0 | 0 | 0 | 0 |
| 10 | Service Charge - Dishonored Checks | 404-349.100 | 0 | 0 | 0 | 0 | 81 | 81 | Eliminate | 0 | 0 | 0 | 0 | 0 |
| 11 | Penalties | 404-354.100 | 8,910 | 21,390 | 17,175 | 14,000 | 0 | 14,000 | Constant | 14,000 | 14,000 | 14,000 | 14,000 | 14,000 |
| 12 | Interest Earnings [3] | 404-361.100 | 3,973 | 504 | 2,690 | 0 | 0 | 0 | Constant | 0 | 0 | 0 | 0 | 0 |
| 13 | Interest Tax Collector [3] | 404-361.110 | 175 | 57 | 0 | 0 | 0 | 0 | Constant | 0 | 0 | 0 | 0 | 0 |
| 14 | Sale of Surplus Property | 404-364.100 | 35,735 | 0 | 6,477 | 0 | 56,543 | 56,543 | Eliminate | 0 | 0 | 0 | 0 | 0 |
| 15 | Miscellaneous Revenue | 404-369.100 | 1,287 | 698 | 79 | 0 | 3,616 | 3,616 | Eliminate | 0 | 0 | 0 | 0 | 0 |
| 16 | Container Proceeds | 404-369.200 | 0 | 0 | 1,471 | 0 | 0 | 0 | Constant | 0 | 0 | 0 | 0 | 0 |
| 17 | Locking Device Proceeds | 404-369.300 | 715 | 455 | 195 | 500 | 0 | 500 | Constant | 500 | 500 | 500 | 500 | 500 |
| 18 | Service Reinstatement Fees | 404-369.400 | 0 | 0 | 100 | 0 | 100 | 100 | Eliminate | 0 | 0 | 0 | 0 | 0 |
| 19 | Transfer from General Fund | 404-399.100 | 0 | 108,000 | 0 | 0 | 0 | 0 | Eliminate | 0 | 0 | 0 | 0 | 0 |
| 20 | Balance Brought Forward [4] | 404-399.999 | 0 | 0 | 0 | 317,993 | (317,993) | 0 | Eliminate | 0 | 0 | 0 | 0 | 0 |
| 21 | Total Other Sources | | \$89,863 | \$131,227 | \$28,187 | \$332,493 | (\$257,653) | \$74,840 | | \$14,500 | \$14,500 | \$14,500 | \$14,500 | \$14,500 |
| 22 | TOTAL SYSTEM REVENUES | | \$1,818,047 | \$2,013,558 | \$1,901,742 | \$2,446,893 | (\$280,169) | \$2,166,724 | | \$2,200,433 | \$2,276,960 | \$2,306,438 | \$2,382,965 | \$2,473,607 |

Footnotes:

- [1] Based on budgeted figures for the Fiscal Year 2023 revised Budget. FY23 amounts exclude any rate increase or index that was assumed in the budget.
- [2] Escalation factors and attributes derived from Table 5.
- [3] Interest earnings, if any, was removed from this schedule which is then calculated in Table 9 based on the annual average balance of each fund.
- [4] Transfers from Retained Earnings reflect the amount of annual expenditures in excess of revenues for each Fiscal Year. Such amounts, if any, are calculated in Table 10.

Table 3
Town of Lake Park
Solid Waste Rate Study

Fiscal Year 2023 Sanitation Operating Budget

| Line No. | Description | General Ledger Account Number | Budget [1] 2023 | Adjustments | Adjusted 2023 |
|---------------------------|-----------------------------------|-------------------------------|-----------------|-------------|---------------|
| <u>Personal Services</u> | | | | | |
| 1 | Regular Salaries | 404-53-534-404-12000 | \$347,047 | \$0 | \$347,047 |
| 2 | Overtime Salaries | 404-53-534-404-14000 | 18,000 | 0 | 18,000 |
| 3 | Special Pay | 404-53-534-404-15000 | 3,000 | 0 | 3,000 |
| 4 | FICA | 404-53-534-404-21000 | 31,739 | 0 | 31,739 |
| 5 | Retirement | 404-53-534-404-22000 | 25,877 | 0 | 25,877 |
| 6 | Town Retirement Matching | 404-53-534-404-22100 | 9,172 | 0 | 9,172 |
| 7 | Health Insurance | 404-53-534-404-23100 | 114,211 | 0 | 114,211 |
| 8 | Insurance - Dental | 404-53-534-404-23200 | 3,654 | 0 | 3,654 |
| 9 | Insurance - Life | 404-53-534-404-23300 | 1,041 | 0 | 1,041 |
| 10 | Insurance - Vision | 404-53-534-404-23400 | 495 | 0 | 495 |
| 11 | Disability | 404-53-534-404-23500 | 3,778 | 0 | 3,778 |
| 12 | Worker's Compensation Insurance | 404-53-534-404-24000 | 21,129 | 0 | 21,129 |
| 13 | Total Personal Services | | \$579,143 | \$0 | \$579,143 |
| <u>Operating Expenses</u> | | | | | |
| 14 | Professional Services | 404-53-534-404-31000 | \$60,734 | \$0 | \$60,734 |
| 15 | Contractual Services | 404-53-534-404-34000 | 44,902 | 0 | 44,902 |
| 16 | Disposal Fees - Garbage | 404-53-534-404-34310 | 315,000 | 92,400 | 407,400 |
| 17 | Travel & Training | 404-53-534-404-40000 | 1,000 | 0 | 1,000 |
| 18 | Telephone | 404-53-534-404-41100 | 2,280 | 0 | 2,280 |
| 19 | Postage & Shipping | 404-53-534-404-41200 | 1,600 | 0 | 1,600 |
| 20 | Rentals | 404-53-534-404-44100 | 20,000 | 0 | 20,000 |
| 21 | Capital Leases | 404-53-534-404-44200 | 6,000 | 0 | 6,000 |
| 22 | Insurance | 404-53-534-404-45000 | 51,447 | 0 | 51,447 |
| 23 | Repair & Maintenance | 404-53-534-404-46000 | 160,137 | 0 | 160,137 |
| 24 | Vehicle Parts & Supplies | 404-53-534-404-46300 | 127,379 | 0 | 127,379 |
| 25 | Printing | 404-53-534-404-47000 | 2,500 | 0 | 2,500 |
| 26 | Advertising | 404-53-534-404-48100 | 9,000 | 0 | 9,000 |
| 27 | Uniforms & Clothing | 404-53-534-404-49400 | 10,800 | 0 | 10,800 |
| 28 | Office Supplies | 404-53-534-404-51000 | 1,000 | 0 | 1,000 |
| 29 | Operating Supplies | 404-53-534-404-52000 | 20,403 | 0 | 20,403 |
| 30 | Gasoline & Diesel Fuel | 404-53-534-404-52100 | 83,300 | 0 | 83,300 |
| 31 | Small Tools & Others | 404-53-534-404-52200 | 500 | 0 | 500 |
| 32 | Containers | 404-53-534-404-52400 | 120,000 | 0 | 120,000 |
| 33 | Memberships, Dues & Subscriptions | 404-53-534-404-54200 | 500 | 0 | 500 |
| 34 | Total Operating Expenses | | \$1,038,482 | \$92,400 | \$1,130,882 |
| 35 | Total Depreciation | 404-53-534-404-59000 | \$0 | \$0 | \$0 |
| <u>Capital Outlay [2]</u> | | | | | |
| 36 | Improvements-Dumpster Enclosure | 404-53-534-404-63101 | \$5,000 | (\$5,000) | \$0 |
| 37 | Machinery & Equipment | 404-53-534-404-64100 | 153,000 | (153,000) | 0 |
| 38 | Total Capital Outlay | | \$158,000 | (\$158,000) | \$0 |

Table 3
Town of Lake Park
Solid Waste Rate Study

Fiscal Year 2023 Sanitation Operating Budget

| Line No. | Description | General Ledger Account Number | Budget [1] 2023 | Adjustments | Adjusted 2023 |
|----------|-----------------------------------|-------------------------------|---------------------------|---------------------------|---------------------------|
| | <u>Debt Service [3]</u> | | | | |
| 39 | Principal | 404-53-534-404-71000 | \$122,987 | (\$122,987) | \$0 |
| 40 | Interest | 404-53-534-404-72000 | 5,256 | (5,256) | 0 |
| 41 | Total Debt Service | | <u>\$128,243</u> | <u>(\$128,243)</u> | <u>\$0</u> |
| 42 | Total Grants & Aids | Grants and Aid | \$0 | \$0 | \$0 |
| | <u>Other</u> | | | | |
| 43 | Transfer to General Fund [3] | 404-53-534-404-99110 | \$31,435 | (\$31,435) | \$0 |
| 44 | Indirect Cost Allocation | 404-53-534-404-99404 | 511,527 | 0 | 511,527 |
| 45 | Total Other | | <u>\$542,962</u> | <u>(\$31,435)</u> | <u>\$511,527</u> |
| | <u>Adjustments</u> | | | | |
| 46 | Other Adjustments | Adjustments | \$0 | \$0 | \$0 |
| 47 | Total Adjustments | | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> |
| | <u>Additional Charges</u> | | | | |
| 48 | Additional Personnel Costs | AddPer | \$0 | \$0 | \$0 |
| 49 | Additional Operating Costs | AddOps | 0 | 0 | 0 |
| 50 | Additional Maintenance Costs | AddMaint | 0 | 0 | 0 |
| 51 | Bad Debt Expense - 0.25% [4] | BadDebt | 0 | 5,230 | 5,230 |
| 52 | Operating Contingency - 1.00% [5] | Contingency | 0 | 22,268 | 22,268 |
| 53 | Total Additional Charges | | <u>\$0</u> | <u>\$27,498</u> | <u>\$27,498</u> |
| 54 | Total Sanitation Expenses | | <u><u>\$2,446,830</u></u> | <u><u>(\$197,780)</u></u> | <u><u>\$2,249,050</u></u> |

Footnotes:

- [1] Amounts reflect the expenditures for Fiscal Year 2023 as provided by City staff.
[2] Amount removed from operating expenses and shown separately as part of the capital plan.
[3] Amount removed from operating expenses and shown separately as part of the projection of annual loan and lease payments shown on Table 8.
[4] An allowance for uncollectible accounts was assumed at 0.25% of revenues per year for conservatism.
[5] An allowance for operating cost contingencies was assumed at 1.00% of expenses per year for conservatism.

Table 4
Town of Lake Park
Solid Waste Rate Study

Projection of Operating Expenses - Fiscal Years 2023 - 2028

| Line No. | Description | Adjusted [1] 2023 | Escalation Reference [2] | Projected Fiscal Year Ending September 30, | | | | |
|----------------------------------|---------------------------------|----------------------|-----------------------------|--|-----------|-----------|-----------|-----------|
| | | | | 2024 | 2025 | 2026 | 2027 | 2028 |
| <u>Personal Services</u> | | | | | | | | |
| 1 | Regular Salaries | \$347,047 | Labor | \$386,402 | \$401,858 | \$417,933 | \$434,650 | \$452,036 |
| 2 | Overtime Salaries | 18,000 | Labor | 20,041 | 20,843 | 21,677 | 22,544 | 23,445 |
| 3 | Special Pay | 3,000 | Labor | 3,340 | 3,474 | 3,613 | 3,757 | 3,908 |
| 4 | FICA | 31,739 | Labor | 35,338 | 36,752 | 38,222 | 39,751 | 41,341 |
| 5 | Retirement | 25,877 | Labor | 28,811 | 29,964 | 31,162 | 32,409 | 33,705 |
| 6 | Town Retirement Matching | 9,172 | Labor | 10,212 | 10,621 | 11,045 | 11,487 | 11,947 |
| 7 | Health Insurance | 114,211 | Ins-Health | 131,343 | 151,044 | 173,701 | 199,756 | 229,719 |
| 8 | Insurance - Dental | 3,654 | Ins-Health | 4,202 | 4,832 | 5,557 | 6,391 | 7,349 |
| 9 | Insurance - Life | 1,041 | Ins-Health | 1,197 | 1,377 | 1,583 | 1,821 | 2,094 |
| 10 | Insurance - Vision | 495 | Ins-Health | 569 | 655 | 753 | 866 | 996 |
| 11 | Disability | 3,778 | Ins-Health | 4,345 | 4,996 | 5,746 | 6,608 | 7,599 |
| 12 | Worker's Compensation Insurance | 21,129 | Worker Comp | 22,608 | 23,512 | 24,453 | 25,431 | 26,448 |
| 13 | Total Personal Services | \$579,143 | | \$648,409 | \$689,928 | \$735,444 | \$785,469 | \$840,587 |
| <u>Operating Expenses</u> | | | | | | | | |
| 14 | Professional Services | \$60,734 | Contract | \$10,163 | \$10,570 | \$10,993 | \$11,432 | \$73,890 |
| 15 | Contractual Services | 44,902 | Contract | 46,698 | 48,566 | 50,509 | 52,529 | 54,630 |
| 16 | Disposal Fees - Garbage [3] | 407,400 | Calculated | 414,067 | 442,434 | 469,941 | 498,733 | 528,851 |
| 17 | Travel & Training | 1,000 | Inflation | 1,030 | 1,061 | 1,093 | 1,126 | 1,159 |
| 18 | Telephone | 2,280 | Inflation | 2,348 | 2,419 | 2,491 | 2,566 | 2,643 |
| 19 | Postage & Shipping | 1,600 | Accounts/Inf | 1,666 | 1,735 | 1,807 | 1,882 | 1,960 |
| 20 | Rentals | 20,000 | Inflation | 20,600 | 21,218 | 21,855 | 22,510 | 23,185 |
| 21 | Capital Leases | 6,000 | VehLease | 9,245 | 9,708 | 10,193 | 10,703 | 11,238 |
| 22 | Insurance | 51,447 | Insurance | 59,164 | 68,039 | 78,244 | 89,981 | 103,478 |
| 23 | Repair & Maintenance | 160,137 | Repair | 164,941 | 169,889 | 174,986 | 180,236 | 185,643 |
| 24 | Vehicle Parts & Supplies | 127,379 | Repair | 131,200 | 135,136 | 139,190 | 143,366 | 147,667 |
| 25 | Printing | 2,500 | Accounts/Inf | 2,604 | 2,711 | 2,824 | 2,941 | 3,063 |
| 26 | Advertising | 9,000 | Accounts/Inf | 9,373 | 9,760 | 10,167 | 10,589 | 11,027 |
| 27 | Uniforms & Clothing | 10,800 | Inflation | 11,124 | 11,458 | 11,801 | 12,155 | 12,520 |
| 28 | Office Supplies | 1,000 | Inflation | 1,030 | 1,061 | 1,093 | 1,126 | 1,159 |
| 29 | Operating Supplies | 20,403 | Inflation | 21,015 | 21,646 | 22,295 | 22,964 | 23,653 |
| 30 | Gasoline & Diesel Fuel | 83,300 | Hauling | 90,735 | 98,833 | 107,011 | 115,765 | 125,131 |
| 31 | Small Tools & Others | 500 | Inflation | 515 | 530 | 546 | 563 | 580 |

Table 4
Town of Lake Park
Solid Waste Rate Study

Projection of Operating Expenses - Fiscal Years 2023 - 2028

| Line No. | Description | Adjusted [1] | Escalation | Projected Fiscal Year Ending September 30, | | | | |
|----------|-----------------------------------|--------------------|---------------|--|--------------------|--------------------|--------------------|--------------------|
| | | 2023 | Reference [2] | 2024 | 2025 | 2026 | 2027 | 2028 |
| 32 | Containers | 120,000 | Repair | 145,600 | 127,968 | 131,807 | 135,761 | 139,834 |
| 33 | Memberships, Dues & Subscriptions | 500 | Inflation | 515 | 530 | 546 | 563 | 580 |
| 34 | Total Operating Expenses | <u>\$1,130,882</u> | | <u>\$1,143,634</u> | <u>\$1,185,272</u> | <u>\$1,249,393</u> | <u>\$1,317,491</u> | <u>\$1,451,892</u> |
| 35 | Total Depreciation | \$0 | Eliminate | \$0 | \$0 | \$0 | \$0 | \$0 |
| | <u>Capital Outlay [4]</u> | | | | | | | |
| 36 | Improvements-Dumpster Enclosure | \$0 | Eliminate | \$0 | \$0 | \$0 | \$0 | \$0 |
| 37 | Machinery & Equipment | 0 | Eliminate | 0 | 0 | 0 | 0 | 0 |
| 38 | Total Capital Outlay | <u>\$0</u> | | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> |
| | <u>Debt Service [5]</u> | | | | | | | |
| 39 | Principal | \$0 | Eliminate | \$0 | \$0 | \$0 | \$0 | \$0 |
| 40 | Interest | 0 | Eliminate | 0 | 0 | 0 | 0 | 0 |
| 41 | Total Debt Service | <u>\$0</u> | | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> |
| 42 | Total Grants & Aids | \$0 | Inflation | \$0 | \$0 | \$0 | \$0 | \$0 |
| | <u>Other</u> | | | | | | | |
| 43 | Transfer to General Fund [5] | \$0 | Eliminate | \$0 | \$0 | \$0 | \$0 | \$0 |
| 44 | Indirect Cost Allocation | 511,527 | Labor | 569,534 | 592,316 | 616,008 | 640,648 | 666,274 |
| 45 | Total Other | <u>\$511,527</u> | | <u>\$569,534</u> | <u>\$592,316</u> | <u>\$616,008</u> | <u>\$640,648</u> | <u>\$666,274</u> |
| | <u>Adjustments</u> | | | | | | | |
| 46 | Other Adjustments | \$0 | Inflation | \$0 | \$0 | \$0 | \$0 | \$0 |
| 47 | Total Adjustments | <u>\$0</u> | | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> |

Table 4
Town of Lake Park
Solid Waste Rate Study

Projection of Operating Expenses - Fiscal Years 2023 - 2028

| Line No. | Description | Adjusted [1] 2023 | Escalation Reference [2] | Projected Fiscal Year Ending September 30, | | | | |
|----------|-----------------------------------|----------------------|-----------------------------|--|-------------|-------------|-------------|-------------|
| | | | | 2024 | 2025 | 2026 | 2027 | 2028 |
| | Additional Charges | | | | | | | |
| 48 | Additional Personnel Costs [6] | \$0 | Labor | \$0 | \$156,762 | \$163,033 | \$169,554 | \$176,336 |
| 49 | Additional Operating Costs | 0 | Inflation | 0 | 0 | 0 | 0 | 0 |
| 50 | Additional Maintenance Costs | 0 | Inflation | 0 | 0 | 0 | 0 | 0 |
| 51 | Bad Debt Expense - 0.25% [7] | 5,230 | Calculated | 8,088 | 8,622 | 8,997 | 9,576 | 10,241 |
| 52 | Operating Contingency - 1.00% [8] | 22,268 | Calculated | 23,697 | 26,329 | 27,729 | 29,227 | 31,453 |
| 53 | Total Additional Charges | \$27,498 | | \$31,785 | \$191,713 | \$199,758 | \$208,357 | \$218,030 |
| 54 | TOTAL OPERATING EXPENSES | \$2,249,050 | | \$2,393,362 | \$2,659,229 | \$2,800,604 | \$2,951,966 | \$3,176,784 |
| 55 | Annual Rate of Change | N/A | | 6.42% | 11.11% | 5.32% | 5.40% | 7.62% |

Footnotes:

- [1] Adjusted Budget Fiscal Year 2023 amounts shown derived from Table 3.
[2] Escalation references derived from Table 5.
[3] Disposal costs shown based on tonnage projections as developed on Table 6.
[4] Amounts removed from operating expenses and shown separately as part of the capital plan on Table 7.
[5] Amounts removed from operating expenses and shown separately as part of the projection of annual loan and lease payments shown on Table 8.
[6] Amounts shown reflect one additional Sanitation Truck Operator II and one additional Solid Waste Code Officer being added in 2025.
[7] An allowance for uncollectible accounts was assumed at 0.25% of revenues per year for conservatism.
[8] An allowance for operating cost contingencies was assumed at 1.00% of expenses per year for conservatism.

Table 5
Town of Lake Park
Solid Waste Rate Study

Summary of Operating Expense Escalation Factors

| Line No. | Description | Escalation Reference | Projected Fiscal Year Ending September 30, | | | | |
|-------------|--|-------------------------|--|--------|--------|--------|--------|
| | | | 2024 | 2025 | 2026 | 2027 | 2028 |
| 1 | Constant | Constant | 1.0000 | 1.0000 | 1.0000 | 1.0000 | 1.0000 |
| 2 | Eliminate | Eliminate | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |
| 3 | General Inflation (CPI) | Inflation | 1.0300 | 1.0300 | 1.0300 | 1.0300 | 1.0300 |
| 4 | Labor Escalator | Labor | 1.1134 | 1.0400 | 1.0400 | 1.0400 | 1.0400 |
| 5 | Contract Labor | Contract | 1.0400 | 1.0400 | 1.0400 | 1.0400 | 1.0400 |
| 6 | Life/Health/Disability Insurance Escalator | Ins-Health | 1.1500 | 1.1500 | 1.1500 | 1.1500 | 1.1500 |
| 7 | Workers Compensation | Worker Comp | 1.0700 | 1.0400 | 1.0400 | 1.0400 | 1.0400 |
| 8 | General Insurance Factor | Insurance | 1.1500 | 1.1500 | 1.1500 | 1.1500 | 1.1500 |
| 9 | Repair and Maintenance | Repair | 1.0300 | 1.0300 | 1.0300 | 1.0300 | 1.0300 |
| 10 | Fuel | Fuel | 1.0500 | 1.0500 | 1.0500 | 1.0500 | 1.0500 |
| 11 | Utility Expenses | Utility | 1.1151 | 1.0500 | 1.0500 | 1.0500 | 1.0500 |
| 12 | Growth in Disposal + Fuel | Hauling | 1.0893 | 1.0893 | 1.0827 | 1.0818 | 1.0809 |
| 13 | Marginal Adjustment Factor | Marginal | 1.0100 | 1.0100 | 1.0100 | 1.0100 | 1.0100 |
| 14 | Operating Leases - Vehicles | VehLease | 1.5409 | 1.0500 | 1.0500 | 1.0500 | 1.0500 |
| 15 | Customer Accounts | Accounts | 1.0111 | 1.0110 | 1.0113 | 1.0112 | 1.0111 |
| 16 | Customer Units | Units | 1.0089 | 1.0125 | 1.0091 | 1.0122 | 1.0124 |
| 17 | Customer Accounts + Inflation | Accounts/Inf | 1.0414 | 1.0413 | 1.0417 | 1.0415 | 1.0414 |
| 18 | Customer Units + Inflation | Units/Inf | 1.0392 | 1.0429 | 1.0393 | 1.0426 | 1.0428 |
| 19 | Maximum Trips | Trips | 1.0094 | 1.0146 | 1.0097 | 1.0142 | 1.0145 |
| 20 | Maximum Cubic Yards | Yards | 1.0129 | 1.0286 | 1.0123 | 1.0274 | 1.0311 |
| 21 | Estimate Tonnage | Tons | 1.0164 | 1.0374 | 1.0312 | 1.0303 | 1.0294 |

Table 6
Town of Lake Park
Solid Waste Rate Study

Projection of Annual Disposal Fees

| Line No. | Description | Projected Fiscal Year Ending September 30, [1] [2] | | | | | |
|----------|--|--|-----------|-----------|-----------|-----------|-----------|
| | | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
| | <u>Residential - All Classes</u> | | | | | | |
| 1 | Growth in Weight | N/A | 1.0% | 1.0% | 1.0% | 1.0% | 1.0% |
| 2 | Chargeable Weight - Base (Tons) | 2,300 | 2,323 | 2,346 | 2,370 | 2,393 | 2,417 |
| 3 | Chargeable Weight - Yard Waste Base (Tons) | 342 | 345 | 349 | 352 | 356 | 359 |
| 4 | Chargeable Weight - Bulk Waste (Tons) | 373 | 377 | 380 | 384 | 388 | 392 |
| 5 | Chargeable Weight (Tons) | 3,015 | 3,045 | 3,075 | 3,106 | 3,137 | 3,169 |
| 6 | Rate per Ton | \$42.00 | \$42.00 | \$43.26 | \$44.56 | \$45.90 | \$47.28 |
| 7 | Annual Charges | \$126,624 | \$127,891 | \$133,045 | \$138,413 | \$144,001 | \$149,814 |
| | <u>Commercial - All Classes</u> | | | | | | |
| 8 | Growth in Weight | N/A | 2.2% | 6.2% | 4.9% | 4.7% | 4.5% |
| 9 | Chargeable Weight - Base (Tons) | 5,100 | 5,213 | 5,535 | 5,807 | 6,079 | 6,351 |
| 10 | Chargeable Weight - Yard Waste Base (Tons) | 758 | 766 | 773 | 781 | 789 | 797 |
| 11 | Chargeable Weight - Bulk Waste (Tons) | 827 | 835 | 844 | 852 | 861 | 869 |
| 12 | Chargeable Weight (Tons) | 6,685 | 6,814 | 7,152 | 7,440 | 7,728 | 8,017 |
| 13 | Rate per Ton | \$42.00 | \$42.00 | \$43.26 | \$44.56 | \$45.90 | \$47.28 |
| 14 | Annual Charges | \$280,776 | \$286,176 | \$309,389 | \$331,528 | \$354,732 | \$379,037 |
| | <u>Total Department</u> | | | | | | |
| 15 | Growth in Weight | N/A | 1.6% | 3.7% | 3.1% | 3.0% | 2.9% |
| 16 | Chargeable Weight (Tons) | 9,700 | 9,859 | 10,227 | 10,546 | 10,866 | 11,186 |
| 17 | Average Cost per Ton | \$42.00 | \$42.00 | \$43.26 | \$44.56 | \$45.90 | \$47.28 |
| 18 | Annual Charges | \$407,400 | \$414,067 | \$442,434 | \$469,941 | \$498,733 | \$528,851 |
| 19 | Rate of Change | N/A | 1.64% | 6.85% | 6.22% | 6.13% | 6.04% |

Footnotes:

- [1] Amounts based on historical disposal trends as provided by the Town and adjusted for new development.
- [2] Existing disposal levels assumed to increase annually by 1% per year for all classes except Commercial Base tonnages which are projected based on development information provided by the Town.

Table 7
Town of Lake Park
Solid Waste Rate Study

Capital Funding Program

| Line No. | Description | Funding Reference | Projected Fiscal Year Ending September 30, - Future Dollars [1] | | | | | 6 Year Totals | |
|----------|--|-------------------|---|-----------|-----------|-------------|-----------|---------------|-------------|
| | | | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | |
| | CUMULATIVE INFLATIONARY ADJUSTMENT FACTOR | | 1.000 | 1.050 | 1.103 | 1.158 | 1.216 | 1.276 | |
| | <u>Replacement of Vehicles</u> | | | | | | | | |
| 1 | Autocar/Heil FEL - #45 | Lease1 | \$329,999 | \$0 | \$0 | \$0 | \$0 | \$0 | \$329,999 |
| 2 | Mack/McNeilus FEL - #44 | Lease4 | 0 | 346,499 | 0 | 0 | 0 | 0 | 346,499 |
| 3 | Mack/Heil TE64 FEL - #56 | Lease8 | 0 | 0 | 0 | 382,015 | 0 | 0 | 382,015 |
| 4 | Autocar/Heil ASL - #50 | Lease2 | 357,549 | 0 | 0 | 0 | 0 | 0 | 357,549 |
| 5 | Mack/McNeilus ASL - #51 | Lease5 | 0 | 375,426 | 0 | 0 | 0 | 0 | 375,426 |
| 6 | Mack/Heil LR64R ASL - #58 | Lease9 | 0 | 0 | 0 | 413,908 | 0 | 0 | 413,908 |
| 7 | Peterson TL3 Grapple/International - #66 | Lease6 | 0 | 0 | 195,143 | 0 | 0 | 0 | 195,143 |
| 8 | Peterson TL3 Grapple/International - #67 | Lease10 | 0 | 0 | 0 | 204,900 | 0 | 0 | 204,900 |
| 9 | Peterson TL3 Grapple/Mack - #68 | REV | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 10 | 2005 IHC/Heil Rearloader - #42 | Lease7 | 0 | 0 | 308,700 | 0 | 0 | 0 | 308,700 |
| 11 | Mack MD6 Container Handler - #59 | REV | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 12 | Chevy Silverado 1500 - #360 | REV | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 13 | Dodge Ram 1500 - #New | REV | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 14 | Total Vehicle Replacements | | \$687,548 | \$721,925 | \$503,843 | \$1,000,822 | \$0 | \$0 | \$2,914,138 |
| | <u>Other Capital Requirements</u> | | | | | | | | |
| 15 | Capital Outlay - Dumpster Enclosures | REV | \$5,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,000 |
| 16 | A-Frame Gantry Crane - New | REV | 13,000 | 0 | 0 | 0 | 0 | 0 | 13,000 |
| 17 | Truck for Dumpsters - New | Lease3 | 140,000 | 0 | 0 | 0 | 0 | 0 | 140,000 |
| 18 | Other Capital Outlay | REV | 0 | 21,000 | 22,050 | 23,153 | 24,310 | 25,526 | 116,038 |
| 19 | Other Capital Outlay - Additional Truck | Lease11 | 0 | 0 | 0 | 0 | 401,116 | 0 | 401,116 |
| 20 | Other Capital Outlay - Additional Truck | Lease12 | 0 | 0 | 0 | 0 | 0 | 456,333 | 456,333 |
| 21 | Other 3 | REV | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 22 | Total Capital Projects | | \$158,000 | \$21,000 | \$22,050 | \$23,153 | \$425,426 | \$481,859 | \$1,131,487 |
| 23 | TOTAL CAPITAL PLAN | | \$845,548 | \$742,925 | \$525,893 | \$1,023,975 | \$425,426 | \$481,859 | \$4,045,626 |

Table 7
Town of Lake Park
Solid Waste Rate Study

Capital Funding Program

| Line No. | Description | Funding Reference | Projected Fiscal Year Ending September 30, - Future Dollars [1] | | | | | 6 Year Totals | |
|-----------------|-----------------------------|-------------------|---|-----------|-----------|-------------|-----------|---------------|-------------|
| | | | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | |
| FUNDING SOURCES | | | | | | | | | |
| 24 | Operating Reserves | OR | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 25 | Operating Revenues | REV | 18,000 | 21,000 | 22,050 | 23,153 | 24,310 | 25,526 | 134,038 |
| 26 | Vehicle Replacement Fund | VRF | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 27 | Other | OTHER | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 28 | Additional Vehicle Lease 1 | Lease1 | 329,999 | 0 | 0 | 0 | 0 | 0 | 329,999 |
| 29 | Additional Vehicle Lease 2 | Lease2 | 357,549 | 0 | 0 | 0 | 0 | 0 | 357,549 |
| 30 | Additional Vehicle Lease 3 | Lease3 | 140,000 | 0 | 0 | 0 | 0 | 0 | 140,000 |
| 31 | Additional Vehicle Lease 4 | Lease4 | 0 | 346,499 | 0 | 0 | 0 | 0 | 346,499 |
| 32 | Additional Vehicle Lease 5 | Lease5 | 0 | 375,426 | 0 | 0 | 0 | 0 | 375,426 |
| 33 | Additional Vehicle Lease 6 | Lease6 | 0 | 0 | 195,143 | 0 | 0 | 0 | 195,143 |
| 34 | Additional Vehicle Lease 7 | Lease7 | 0 | 0 | 308,700 | 0 | 0 | 0 | 308,700 |
| 35 | Additional Vehicle Lease 8 | Lease8 | 0 | 0 | 0 | 382,015 | 0 | 0 | 382,015 |
| 36 | Additional Vehicle Lease 9 | Lease9 | 0 | 0 | 0 | 413,908 | 0 | 0 | 413,908 |
| 37 | Additional Vehicle Lease 10 | Lease10 | 0 | 0 | 0 | 204,900 | 0 | 0 | 204,900 |
| 38 | Additional Vehicle Lease 11 | Lease11 | 0 | 0 | 0 | 0 | 401,116 | 0 | 401,116 |
| 39 | Additional Vehicle Lease 12 | Lease12 | 0 | 0 | 0 | 0 | 0 | 456,333 | 456,333 |
| 40 | TOTAL FUNDING SOURCES | | \$845,548 | \$742,925 | \$525,893 | \$1,023,975 | \$425,426 | \$481,859 | \$4,045,626 |

Footnotes:

[1] Amounts as provided by the City and include an escalation for inflation at 5% per year.

Table 8
Town of Lake Park
Solid Waste Rate Study

Summary of Debt Service Payments

| Line No. | Description | Fiscal Year Ending September 30th, | | | | | |
|----------|--|------------------------------------|------------------|------------------|------------------|------------------|------------------|
| | | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
| | <u>Existing Loan / Lease Payments [1]</u> | | | | | | |
| 1 | Side Loader Lease Payments | \$64,943 | \$64,943 | \$0 | \$0 | \$0 | \$0 |
| 2 | Mack MD7 Grapple Truck Payments | 64,680 | 64,680 | 64,680 | 0 | 0 | 0 |
| 3 | General Fund Loan | 31,435 | 31,435 | 31,435 | 31,435 | 0 | 0 |
| 4 | Total Existing Loan / Lease Payments | <u>\$161,058</u> | <u>\$161,058</u> | <u>\$96,115</u> | <u>\$31,435</u> | <u>\$0</u> | <u>\$0</u> |
| | <u>Proposed Loan/Lease Payments [2]</u> | | | | | | |
| 5 | Additional Vehicle Lease 1 | \$0 | \$95,502 | \$95,502 | \$95,502 | \$95,502 | \$0 |
| 6 | Additional Vehicle Lease 2 | 0 | 103,292 | 103,292 | 103,292 | 103,292 | 0 |
| 7 | Additional Vehicle Lease 3 | 0 | 40,691 | 40,691 | 40,691 | 40,691 | 0 |
| 8 | Additional Vehicle Lease 4 | 0 | 0 | 101,007 | 101,007 | 101,007 | 101,007 |
| 9 | Additional Vehicle Lease 5 | 0 | 0 | 108,510 | 108,510 | 108,510 | 108,510 |
| 10 | Additional Vehicle Lease 6 | 0 | 0 | 0 | 56,888 | 56,888 | 56,888 |
| 11 | Additional Vehicle Lease 7 | 0 | 0 | 0 | 89,976 | 89,976 | 89,976 |
| 12 | Additional Vehicle Lease 8 | 0 | 0 | 0 | 0 | 112,383 | 112,383 |
| 13 | Additional Vehicle Lease 9 | 0 | 0 | 0 | 0 | 121,140 | 121,140 |
| 14 | Additional Vehicle Lease 10 | 0 | 0 | 0 | 0 | 60,132 | 60,132 |
| 15 | Additional Vehicle Lease 11 | 0 | 0 | 0 | 0 | 0 | 118,013 |
| 16 | Additional Vehicle Lease 12 | 0 | 0 | 0 | 0 | 0 | 0 |
| 17 | Total Proposed Loan/Lease Payments | <u>\$0</u> | <u>\$239,485</u> | <u>\$449,003</u> | <u>\$595,867</u> | <u>\$889,521</u> | <u>\$768,048</u> |
| 18 | Total Existing and Proposed Loan/Lease Payments | <u>\$161,058</u> | <u>\$400,543</u> | <u>\$545,118</u> | <u>\$627,302</u> | <u>\$889,521</u> | <u>\$768,048</u> |

Footnotes:

- [1] Existign loan and lease amounts shown based on adjustments from Table 3 and include adjustments for an additional \$1,380 in annual interest costs.
- [2] Projected lease payment amounts shown based on funding of capital program as shown on Table 7. Loans assume a payment term of 4 years and interest rates between 5.99% and 6.75%.

Table 9
Town of Lake Park
Solid Waste Rate Study

Projected Fund Balances and Interest Earnings

| Line No. | Description | Reference | Projected Fiscal Year Ending September 30, [1] | | | | | |
|---|--|-------------|--|-----------|-----------|-----------|-----------|-------------|
| | | | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
| UNRESTRICTED OPERATING FUND | | | | | | | | |
| 1 | Beginning Balance [2] | | \$514,286 | \$264,903 | \$464,678 | \$720,175 | \$906,562 | \$912,632 |
| 2 | Transfers In - Revenues | | 2,091,883 | 3,235,181 | 3,448,894 | 3,598,645 | 3,830,367 | 4,096,265 |
| 3 | Transfers Out - Net Revenue Requirements | | 2,341,267 | 3,035,406 | 3,193,397 | 3,412,258 | 3,824,297 | 3,926,058 |
| 4 | Transfers Out - CIP | | 0 | 0 | 0 | 0 | 0 | 0 |
| 5 | Transfers Out (In) - Outside Sources | | 0 | 0 | 0 | 0 | 0 | 0 |
| 6 | End of Year Transfer In / (Out) | | 0 | 0 | 0 | 0 | 0 | 0 |
| 7 | Interest Rate | Short Term | 3.00% | 3.00% | 3.00% | 3.00% | 3.00% | 3.00% |
| 8 | Interest Income | | 12,000 | 11,000 | 18,000 | 24,000 | 27,000 | 30,000 |
| | Transfer of Interest Income | | | | | | | |
| 9 | to Revenue Fund | | 12,000 | 11,000 | 18,000 | 24,000 | 27,000 | 30,000 |
| 10 | Ending Balance | | \$264,903 | \$464,678 | \$720,175 | \$906,562 | \$912,632 | \$1,082,840 |
| CONTINGENCY FUND - DEBRIS REMOVAL CONTRACT EXPENSES | | | | | | | | |
| 11 | Beginning Balance [2] | | \$0 | \$0 | \$250,000 | \$257,500 | \$265,200 | \$273,200 |
| 12 | Transfers In | | 0 | 250,000 | 7,500 | 7,700 | 8,000 | 8,200 |
| 13 | Transfers Out | | 0 | 0 | 0 | 0 | 0 | 0 |
| 14 | Interest Rate | Medium Term | 3.00% | 3.00% | 3.00% | 3.00% | 3.00% | 3.00% |
| 15 | Interest Income | | 0 | 4,000 | 8,000 | 8,000 | 8,000 | 8,000 |
| | Transfer of Interest Income | | | | | | | |
| 16 | to Revenue Fund | | 0 | 4,000 | 8,000 | 8,000 | 8,000 | 8,000 |
| 17 | Ending Balance | | \$0 | \$250,000 | \$257,500 | \$265,200 | \$273,200 | \$281,400 |
| CUSTOMER DEPOSITS | | | | | | | | |
| 18 | Beginning Balance [2] | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 19 | Transfers In | | 0 | 0 | 0 | 0 | 0 | 0 |
| 20 | Transfers Out | | 0 | 0 | 0 | 0 | 0 | 0 |
| 21 | Interest Rate | None | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| 22 | Interest Income | | 0 | 0 | 0 | 0 | 0 | 0 |
| | Transfer of Interest Income | | | | | | | |
| 23 | to Revenue Fund | | 0 | 0 | 0 | 0 | 0 | 0 |
| 24 | Ending Balance | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 56 | TOTAL INTEREST INCOME | | \$12,000 | \$15,000 | \$26,000 | \$32,000 | \$35,000 | \$38,000 |

Footnotes:

- [1] Cash balances dependent upon the adoption of proposed rate increases shown in Table 10, if any.
 [2] The beginning balance was derived from the City's unaudited trial balances as of September 30, 2022.

Table 10
Town of Lake Park
Solid Waste Rate Study

Projected Sanitation Revenue Requirements

| Line No. | Description | Projected Fiscal Year Ending September 30, | | | | | |
|----------|--|--|------------------|------------------|--------------------|--------------------|--------------------|
| | | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
| 1 | Total Operating Expenses [1] | \$2,249,050 | \$2,393,362 | \$2,659,229 | \$2,800,604 | \$2,951,966 | \$3,176,784 |
| | <u>Debt Service</u> | | | | | | |
| 2 | Existing Debt Service | \$161,058 | \$161,058 | \$96,115 | \$31,435 | \$0 | \$0 |
| 3 | Proposed Debt Service | 0 | 239,485 | 449,003 | 595,867 | 889,521 | 768,048 |
| 4 | Annual Debt Service Payments [2] | \$161,058 | \$400,543 | \$545,118 | \$627,302 | \$889,521 | \$768,048 |
| | <u>Other Revenue Requirements</u> | | | | | | |
| 5 | Allowance for Debris Removal Contractual Expenses | \$0 | \$250,000 | \$7,500 | \$7,700 | \$8,000 | \$8,200 |
| 6 | Other Capital Funded from Rates [3] | 18,000 | 21,000 | 22,050 | 23,153 | 24,310 | 25,526 |
| 7 | Intragovernmental Transfers - Franchise Fees | 0 | 0 | 0 | 0 | 0 | 0 |
| 8 | Operating Reserves - Deposits to/(Uses of) | 0 | 0 | 0 | 0 | 0 | 0 |
| 9 | Total Other Revenue Requirements | \$18,000 | \$271,000 | \$29,550 | \$30,853 | \$32,310 | \$33,726 |
| 10 | Gross Revenue Requirements | \$2,428,108 | \$3,064,906 | \$3,233,897 | \$3,458,758 | \$3,873,797 | \$3,978,558 |
| | <u>Less Income and Funds from Other Sources</u> | | | | | | |
| 11 | Other Operating Revenue [4] | \$74,840 | \$14,500 | \$14,500 | \$14,500 | \$14,500 | \$14,500 |
| 12 | Interest Income | 12,000 | 15,000 | 26,000 | 32,000 | 35,000 | 38,000 |
| 13 | Net Revenue Requirements | \$2,341,267 | \$3,035,406 | \$3,193,397 | \$3,412,258 | \$3,824,297 | \$3,926,058 |
| | <u>Revenue from Operations</u> | | | | | | |
| 14 | Existing Operating Revenue [4] | \$2,091,883 | \$2,185,933 | \$2,262,460 | \$2,291,938 | \$2,368,465 | \$2,459,107 |
| 15 | Prior Year Rate Adjustments | 0 | 0 | 1,085,981 | 1,201,892 | 1,350,338 | 1,517,849 |
| 16 | Total Rate Revenue Before Current Year Adjustment | 2,091,883 | 2,185,933 | 3,348,441 | 3,493,830 | 3,718,803 | 3,976,957 |
| 17 | <u>Current Year Rate Adjustments</u> | | | | | | |
| 18 | Current Year Rate Adjustment | 0.00% | 48.00% | 3.00% | 3.00% | 3.00% | 3.00% |
| 19 | Effective Month | Oct. | Oct. | Oct. | Oct. | Oct. | Oct. |
| 20 | % of Current Year Effective | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% |
| 21 | Total Revenue from Current Year Adjustments | \$0 | \$1,049,248 | \$100,453 | \$104,815 | \$111,564 | \$119,309 |
| 22 | Total Revenue | \$2,091,883 | \$3,235,181 | \$3,448,894 | \$3,598,645 | \$3,830,367 | \$4,096,265 |
| 23 | Revenue Surplus/(Deficiency) - Transfer to Reserves | (\$249,384) | \$199,775 | \$255,498 | \$186,387 | \$6,070 | \$170,208 |
| 24 | Percent of Rate Revenues | -11.92% | 6.18% | 7.41% | 5.18% | 0.16% | 4.16% |
| 25 | | | | | | | |
| | | | | | | | |
| 26 | Residential Cart Per Unit Rates | | | | | | |
| 27 | Single Family Per Unit Rate | \$258.37 | \$382.39 | \$393.86 | \$405.68 | \$417.85 | \$430.39 |
| 28 | Mobile Home | 258.37 | 382.39 | 393.86 | 405.68 | 417.85 | 430.39 |
| 29 | Multi-Family Cart Service | 258.37 | 382.39 | 393.86 | 405.68 | 417.85 | 430.39 |
| 30 | | | | | | | |
| 31 | | | | | | | |
| | | | | | | | |
| 32 | Summary of Cash Balances (Year-End) | | | | | | |
| 33 | Unrestricted Operating Fund | \$264,903 | \$464,678 | \$720,175 | \$906,562 | \$912,632 | \$1,082,840 |
| 34 | Contingency Fund - Debris Removal Contract Expenses | 0 | 250,000 | 257,500 | 265,200 | 273,200 | 281,400 |
| 35 | Total Cash Balances (Year-End) | \$264,903 | \$714,678 | \$977,675 | \$1,171,762 | \$1,185,832 | \$1,364,240 |
| 36 | Operating Fund - Days of Annual Expenditures - Minimum | 90 | 90 | 90 | 90 | 90 | 90 |
| 37 | Operating Fund - Days of Annual Expenditures - Calculated | 41 | 61 | 83 | 97 | 87 | 101 |

Footnotes:

- [1] Amounts derived from Table 4.
[2] Amounts derived from Table 8.
[3] Amounts derived from Table 7.
[4] Amounts derived from Table 2.

Table 11
Town of Lake Park
Solid Waste Rate Study

Summary of Existing and Proposed Rates

| Line No. | Description | Existing Charges | Proposed Rates | | | | |
|--|---|------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | | | 2024 | 2025 | 2026 | 2027 | 2028 |
| <u>Single-family Cart Service</u> | | | | | | | |
| 1 | Annual Charge per Unit | \$258.37 | \$382.39 | \$393.86 | \$405.68 | \$417.85 | \$430.38 |
| <u>Multifamily Cart Service</u> | | | | | | | |
| 2 | Annual Charge per Unit | \$258.37 | \$382.39 | \$393.86 | \$405.68 | \$417.85 | \$430.38 |
| <u>Multifamily Dumpster Service</u> | | | | | | | |
| | | <u>Per Unit</u> | <u>Per Dumpster</u> | <u>Per Dumpster</u> | <u>Per Dumpster</u> | <u>Per Dumpster</u> | <u>Per Dumpster</u> |
| 3 | <u>2 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit | \$196.04 | \$290.16 | \$298.83 | \$307.84 | \$317.03 | \$326.56 |
| 4 | <u>2 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit | \$294.06 | \$435.24 | \$448.24 | \$461.76 | \$475.54 | \$489.84 |
| 5 | <u>3 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit | \$294.06 | \$435.24 | \$448.24 | \$461.76 | \$475.54 | \$489.84 |
| 6 | <u>3 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit | \$441.09 | \$652.86 | \$672.36 | \$692.64 | \$713.31 | \$734.76 |
| 7 | <u>4 Cubic Yard Container - 1 Pick Ups</u> Monthly Charge per Unit | \$196.04 | \$290.16 | \$298.83 | \$307.84 | \$317.03 | \$326.56 |
| 8 | <u>4 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit | \$392.08 | \$580.32 | \$597.65 | \$615.68 | \$634.05 | \$653.12 |
| 9 | <u>4 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit | \$588.12 | \$870.48 | \$896.48 | \$923.52 | \$951.08 | \$979.68 |
| 10 | <u>6 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit | \$588.12 | \$870.48 | \$896.48 | \$923.52 | \$951.08 | \$979.68 |
| 11 | <u>6 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit | \$882.18 | \$1,305.72 | \$1,344.72 | \$1,385.28 | \$1,426.62 | \$1,469.52 |
| 12 | <u>8 Cubic Yard Container - 1 Pick Ups</u> Monthly Charge per Unit | \$392.08 | \$580.32 | \$597.65 | \$615.68 | \$634.05 | \$653.12 |
| 13 | <u>8 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit | \$784.16 | \$1,160.64 | \$1,195.31 | \$1,231.36 | \$1,268.11 | \$1,306.24 |
| 14 | <u>8 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit | \$1,176.24 | \$1,740.96 | \$1,792.96 | \$1,847.04 | \$1,902.16 | \$1,959.36 |
| <u>Commercial Dumpster Service</u> | | | | | | | |
| 15 | <u>0.5 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit | \$49.01 | \$72.54 | \$74.71 | \$76.96 | \$79.26 | \$81.64 |
| 16 | <u>2 Cubic Yard Container - 1 Pick Ups</u> Monthly Charge per Unit | \$98.02 | \$145.08 | \$149.41 | \$153.92 | \$158.51 | \$163.28 |
| 17 | <u>2 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit | \$196.04 | \$290.16 | \$298.83 | \$307.84 | \$317.03 | \$326.56 |
| 18 | <u>2 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit | \$294.06 | \$435.24 | \$448.24 | \$461.76 | \$475.54 | \$489.84 |

Table 11
Town of Lake Park
Solid Waste Rate Study

Summary of Existing and Proposed Rates

| Line No. | Description | Existing Charges | Proposed Rates | | | | |
|----------|---|------------------|----------------|------------|------------|------------|------------|
| | | | 2024 | 2025 | 2026 | 2027 | 2028 |
| 19 | <u>2 Cubic Yard Container - 4 Pick Ups</u> Monthly Charge per Unit | \$392.08 | \$580.32 | \$597.65 | \$615.68 | \$634.05 | \$653.12 |
| 20 | <u>2 Cubic Yard Container - 5 Pick Ups</u> Monthly Charge per Unit | \$490.10 | \$725.40 | \$747.07 | \$769.60 | \$792.57 | \$816.40 |
| 21 | <u>3 Cubic Yard Container - 1 Pick Ups</u> Monthly Charge per Unit | \$147.03 | \$217.62 | \$224.12 | \$230.88 | \$237.77 | \$244.92 |
| 22 | <u>3 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit | \$294.06 | \$435.24 | \$448.24 | \$461.76 | \$475.54 | \$489.84 |
| 23 | <u>3 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit | \$441.09 | \$652.86 | \$672.36 | \$692.64 | \$713.31 | \$734.76 |
| 24 | <u>3 Cubic Yard Container - 4 Pick Ups</u> Monthly Charge per Unit | \$588.12 | \$870.48 | \$896.48 | \$923.52 | \$951.08 | \$979.68 |
| 25 | <u>3 Cubic Yard Container - 5 Pick Ups</u> Monthly Charge per Unit | \$735.15 | \$1,088.10 | \$1,120.60 | \$1,154.40 | \$1,188.85 | \$1,224.60 |
| 26 | <u>4 Cubic Yard Container - 1 Pick Ups</u> Monthly Charge per Unit | \$196.04 | \$290.16 | \$298.83 | \$307.84 | \$317.03 | \$326.56 |
| 27 | <u>4 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit | \$392.08 | \$580.32 | \$597.65 | \$615.68 | \$634.05 | \$653.12 |
| 28 | <u>4 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit | \$588.12 | \$870.48 | \$896.48 | \$923.52 | \$951.08 | \$979.68 |
| 29 | <u>4 Cubic Yard Container - 4 Pick Ups</u> Monthly Charge per Unit | \$784.16 | \$1,160.64 | \$1,195.31 | \$1,231.36 | \$1,268.11 | \$1,306.24 |
| 30 | <u>4 Cubic Yard Container - 5 Pick Ups</u> Monthly Charge per Unit | \$980.20 | \$1,450.80 | \$1,494.13 | \$1,539.20 | \$1,585.13 | \$1,632.80 |
| 31 | <u>6 Cubic Yard Container - 1 Pick Ups</u> Monthly Charge per Unit | \$294.06 | \$435.24 | \$448.24 | \$461.76 | \$475.54 | \$489.84 |
| 32 | <u>6 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit | \$588.12 | \$870.48 | \$896.48 | \$923.52 | \$951.08 | \$979.68 |
| 33 | <u>6 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit | \$882.18 | \$1,305.72 | \$1,344.72 | \$1,385.28 | \$1,426.62 | \$1,469.52 |
| 34 | <u>6 Cubic Yard Container - 4 Pick Ups</u> Monthly Charge per Unit | \$1,176.24 | \$1,740.96 | \$1,792.96 | \$1,847.04 | \$1,902.16 | \$1,959.36 |
| 35 | <u>6 Cubic Yard Container - 5 Pick Ups</u> Monthly Charge per Unit | \$1,470.30 | \$2,176.20 | \$2,241.20 | \$2,308.80 | \$2,377.70 | \$2,449.20 |
| 36 | <u>8 Cubic Yard Container - 1 Pick Ups</u> Monthly Charge per Unit | \$392.08 | \$580.32 | \$597.65 | \$615.68 | \$634.05 | \$653.12 |
| 37 | <u>8 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit | \$784.16 | \$1,160.64 | \$1,195.31 | \$1,231.36 | \$1,268.11 | \$1,306.24 |
| 38 | <u>8 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit | \$1,176.24 | \$1,740.96 | \$1,792.96 | \$1,847.04 | \$1,902.16 | \$1,959.36 |

Table 11
Town of Lake Park
Solid Waste Rate Study

Summary of Existing and Proposed Rates

| Line No. | Description | Existing Charges | Proposed Rates | | | | |
|-------------|---|---------------------|----------------|------------|------------|------------|------------|
| | | | 2024 | 2025 | 2026 | 2027 | 2028 |
| 39 | <u>8 Cubic Yard Container - 4 Pick Ups</u> Monthly Charge per Unit | \$1,568.32 | \$2,321.28 | \$2,390.61 | \$2,462.72 | \$2,536.21 | \$2,612.48 |
| 40 | <u>8 Cubic Yard Container - 5 Pick Ups</u> Monthly Charge per Unit | \$1,960.40 | \$2,901.60 | \$2,988.27 | \$3,078.40 | \$3,170.27 | \$3,265.60 |

Town of Lake Park Solid Waste Utility

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 8th 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**

| Asset (# in Fleet) | Needed for Daily Operations | 1:1.2 Ratio | 1:1.5 Ratio |
|---------------------------|-----------------------------|-------------|-------------|
| 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.)

- Typical Solid Waste Truck Downtime (May-Jul 2023)





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

| Historical Sanitation Annual Assessment- Residential | | |
|--|---|---------------------------|
| <u>Assessment Year</u> | <u>Single-Family/Multi-Family <5</u> | <u>Multi-Family >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 |
| 2022-2023 | \$258.37 | \$174.97 |



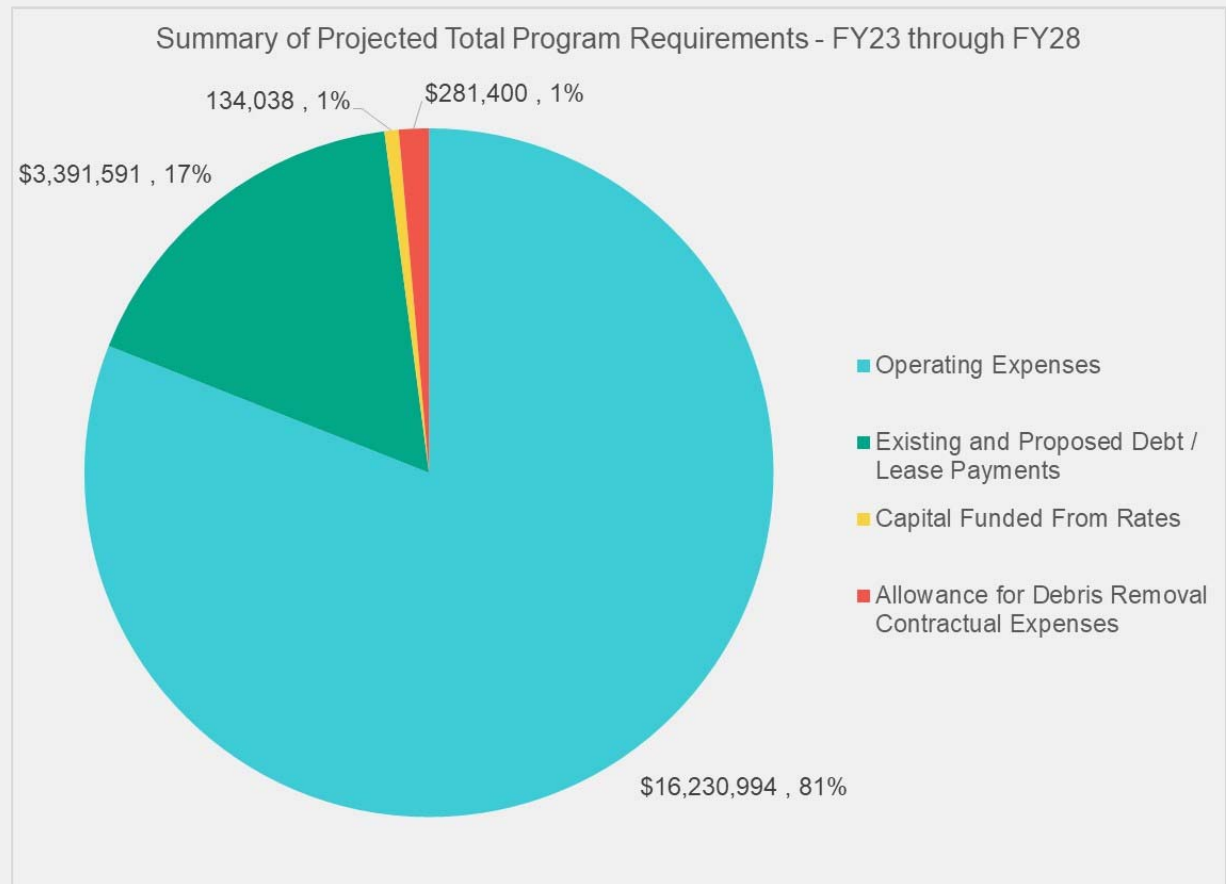
The 2023 Solid Waste Utility Rate Study





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



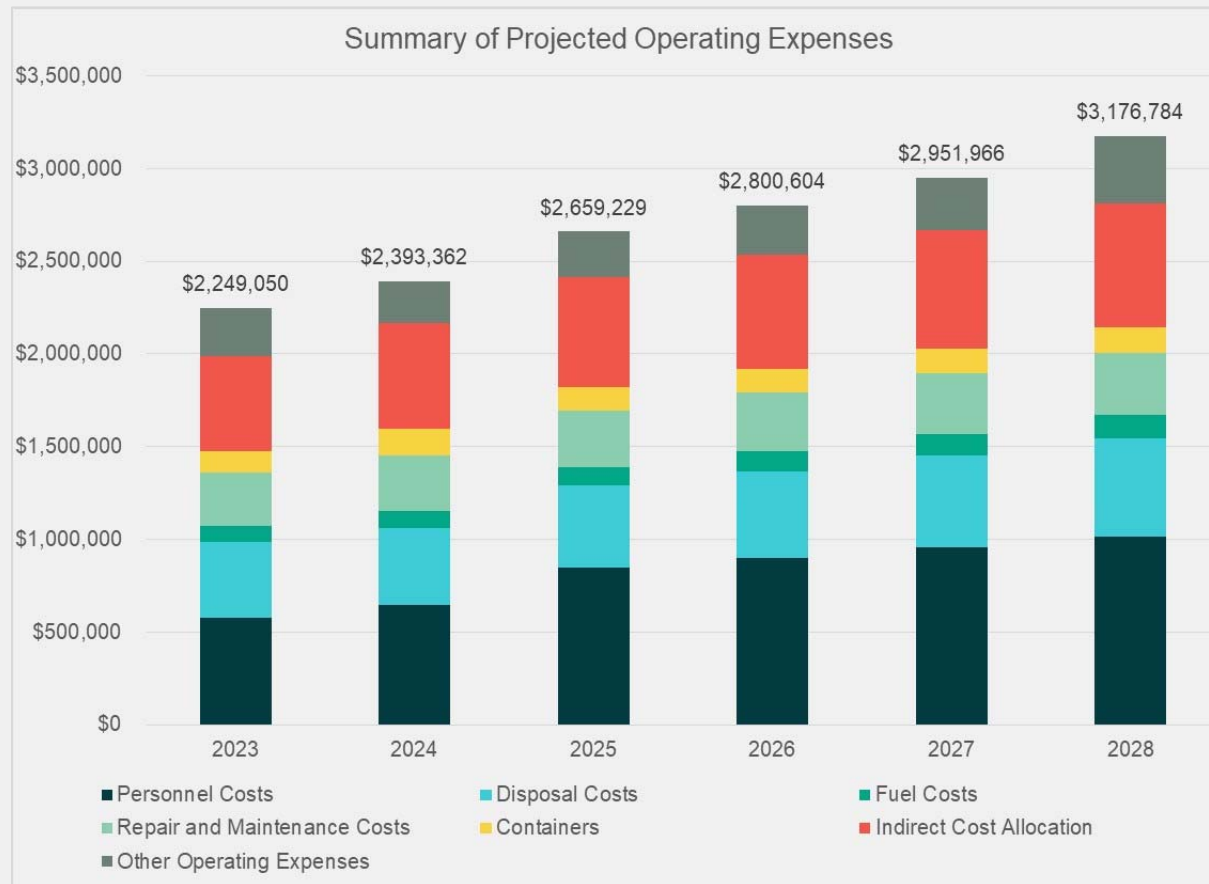


Principal Cost Drivers (cont.)

- 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



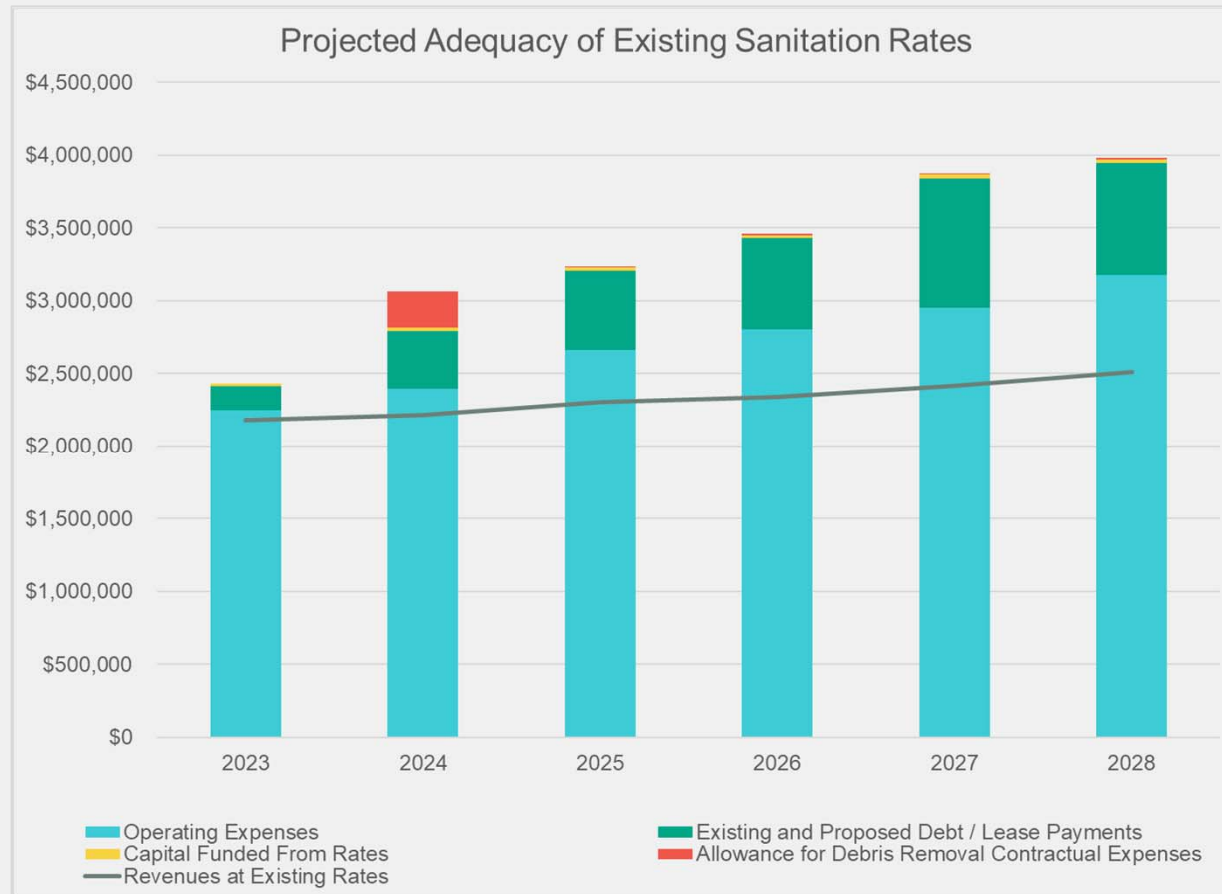


Proposed Reserve Requirements

- 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 |
|---|--|-----------------|-----------------|-----------------|-----------------|
| Funds Total Program | | | | | |
| Percent Rate Increase | 48% | 3% | 3% | 3% | 3% |
| Proposed Annual Charge per Cart (Current Fee \$258.37) | <u>\$382.39</u> | <u>\$393.86</u> | <u>\$405.68</u> | <u>\$417.85</u> | <u>\$430.38</u> |
| | | | | | |
| Proposed Charge per Cubic Yard (CY) – Per Dumpster Size / Per Frequency of Pickup (Current Fee \$11.31) | <u>\$16.74</u> | <u>\$17.24</u> | <u>\$17.76</u> | <u>\$18.29</u> | <u>\$18.84</u> |
| | <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 |
| 4 CY Dumpster – 1 Pickup / Week (\$196.04) | \$290.16 | \$298.83 | \$307.84 | \$317.03 | \$326.56 |
| 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*



Key Benefits Associated with the Proposed Solid Waste Rates

Reduced Risk Exposure to Town in its operation of the Solid Waste Utility by:

1. Operating the Utility as intended, without a reliance in Reserve funds
2. Establishing \$250K allowance for emergency operations/debris removal
3. Reducing dependence on high-cost service contracts to offset equipment/personnel shortages
4. Improving the Town's ability to attract/retain a high-skilled workforce



Key Benefits Associated with the Proposed Solid Waste Rates

Reduced Risk Exposure to Town in its operation of the Solid Waste Utility by:

5. Reducing service disruptions caused by equipment/staffing shortages
6. Reducing maintenance costs for sanitation fleet
7. Maximizing the Town's return-on-investment by preserving solid waste fleet's market-value



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 21, 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





Approved 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.



ORDINANCE 09-2023

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLES I, II, IV AND V OF CHAPTER 24, OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO SOLID WASTE; PROVIDING FOR AMENDMENTS TO THE DEFINITIONS, GENERAL TEXT AND CERTAIN PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Town operates a Sanitation Utility (the Utility) that provides solid waste collection and disposal services within the Town; and

WHEREAS, the operation of the Utility furthers the health and welfare of the Town's residents, visitors, and businesses; and

WHEREAS, the Town Manager has determined that there is a need to further amend certain definitions and clarify certain language pertaining to the Utility's operations.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. Sections 24-1, 24-4, and 24-9 of Article I of Chapter 24 of the Town's Code of Ordinances is hereby amended as follows:

Chapter 24 SOLID WASTE

ARTICLE I. IN GENERAL

Sec. 24-1. Definitions.

The definitions located in F.S. § 403.703 shall apply to this chapter. In addition, the following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bulky waste means large, noncontainerized, discarded items placed for disposal such as large boxes, barrels, crates, large furniture and large appliances, but not including yard and garden trash items, as defined in this section.

Commercial property means any property utilized for commercial, governmental, agricultural, and industrial purposes or single-family and/or multifamily units or grouping of ~~five or more~~ units maintained as residential ~~rental~~ properties or units [that have primary garbage service served by a dumpster or compactor.] Commercial single-family and/or multifamily units ~~or grouping of five or more units that have primary garbage service served by a dumpster or compactor~~ shall be billed in accordance with approved commercial sanitation rates. Commercial properties are typically ~~served~~served through the use of dumpsters or compactors.

Commercial trash means any and all accumulations of paper rags, excelsior, wood, paper or cardboard boxes or containers, sweepings, furniture, appliances and any other accumulation not included under the definition of garbage, generated by the operation of commercial properties ~~as defined within this section i, i.e.: stores, offices, public buildings, residential rental properties and other~~ places of business places, and single-family and/or multi-family units that have primary garbage service served by a dumpster or compactor. The term "commercial trash" shall also include all trash placed in public receptacles in public places for collection.

Compactor means a metal container (dumpster or roll-off box) that contains a packing mechanism and an internal or external power unit.

Containerized household trash means any and all accumulations of waste material generated in and about the home, other than garbage, and which can be stored for collection in an approved refuse container, e.g., food packaging, small appliances, small toys, dishes, etc.

Containerized light yard trash means any and all accumulations of bagged waste vegetation which is placed for collection, or any and all accumulations of waste vegetation arranged in a single pile for collection in a volume not exceeding ten cubic yards (18 feet long x 4 feet wide x 4 feet high), other than grass clippings.

Dumpster means a metal container of not less than two cubic yards or larger than eight cubic yards, made of watertight construction with doors opening on top, and constructed so that it can be emptied mechanically by specially equipped trucks.

Garbage means any and all accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit, vegetables and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors or which, during and after decay, may serve as breeding or feeding material for flies or other germ carrying insects; bottles, cans or other food containers which, due to their ability to retain water, may serve as a breeding place for mosquitoes or other water-breeding insects.

Heavy yard trash means any and all accumulations of waste vegetation having a diameter of more than four ~~inches~~inches, or which is loosely piled for collection in a quantity of more than ten cubic yards, other than grass clippings. The term "heavy yard trash" shall also include any and all accumulations of soil and/or sod piled for collection.

Industrial waste means any and all debris and waste products generated by canning, manufacturing, food processing (except restaurants), land clearing, building construction or alteration (except minor household repair projects performed by the owner or occupant), and public works type construction projects whether performed by a governmental unit or by contract.

Loading and unloading area means any designated loading or unloading space or area used by any moving vehicle for the purpose of receiving, shipping and transporting goods, wares, ~~commodities~~commodities, and persons.

Minor household repairs ~~means~~mean minor residential household repairs for which no permit is required under the technical ~~codes~~codes, and which are done exclusively by an occupant of the residence.

Multifamily residential unit means any building containing more than one dwelling unit.

Noncontainerized household trash (see also Bulky waste) means any and all accumulations of waste material generated in and about the home, other than garbage, which cannot be stored for collection in an approved refuse container due to its larger ~~size~~size, e.g., furniture, large toys, lawn mowers, etc.

Parking lots means areas on commercial and/or public properties designed specifically for vehicular parking.

Premises means lots, sidewalks, alleys, rights-of-way, grass strips and curbs up to the edge of the pavement of any public thoroughfare.

Public property means any area that is used or held out to be used by the public, whether owned or operated by a public interest, including but not limited to highways, streets, alleys, parks, recreation areas, sidewalks, grass strips, medians, ~~curbs~~curbs, or rights-of-way up to the edge of the pavement of any public thoroughfare or body of water.

Refuse means solid waste accumulations consisting of garbage, containerized household trash, noncontainerized household trash, containerized light yard trash, heavy yard trash, white goods/large appliances, and commercial trash as defined in this section.

Refuse containers and receptacles means approved and unapproved vessels used to store all types of garbage, trash, ~~waste~~waste, and refuse. Refuse containers and receptacles approved by the town for use hereunder include compactors, dumpsters, roll-off ~~boxes~~boxes, and rollout carts.

Residential property means any single-family dwelling ~~that is owner-occupied~~ or multifamily property with a grouping of ~~two or more~~ ~~four or less~~ units ~~that are provided~~have primary garbage service served by a rollout cart, unless such dwelling unit or grouping of units has been approved by the town commission to be classified as commercial property. Residential properties are typically ~~served~~served through the use of rollout carts.

Roll-off box means a container varying in capacity between ten cubic yards and 40 cubic yards which is used for collecting, ~~storing~~storing, and transporting building materials, business trash, industrial waste, hazardous refuse, refuse or yard trash. The container may or may not use an auxiliary stationary packing mechanism for ~~compaction of~~compacting materials into the container and may be of the open or enclosed variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of the truck for transporting the waste materials to the disposal site.

Rollout cart means a 64-gallon ~~to 96-gallon plastic container of a type approved by the town manager or designee~~to 96-gallon plastic container of a type approved by the town manager or designee of substantial construction with a tightfitting lid and provided with wheels and handles sufficient for safe and convenient handling.

Single-family residential unit means any building or structure containing not more than one dwelling unit that is ~~owner-occupied and which is not, in parts or whole, leased to a tenant or otherwise utilized~~ not used for commercial purposes. Single-family residential units, like most residential properties, are typically served through the use of rollout carts.

Sec. 24-4. Policies, ~~rules~~rules, and fees.

Any policy, rule, fee, ~~charge~~charge, or assessment for the proper administration of this chapter may be established by resolution of the town commission.

Sec. 24-9. Offensive deposits; burying and depositing in waterways.

No person shall deposit on or bury in, or cause to be deposited on or buried in, any land, public square, street, alley, vacant or unoccupied lot, or any creek or watercourse any noxious, filthy, ~~malodorous~~malodorous, or offensive liquid or solid material, garbage or trash.

Section 3. Sections 24-34, 24-34, and 24-37 of Article II of Chapter 24 of the Town's Code of Ordinances entitled "Residential Property Solid Waste and Recyclable Collections Service" is hereby amended as follows:

Sec. 24-34. Approved containers.

- (a) *Building materials.* The property owner of any property which requires roll-off containers to secure and remove building materials or other solid waste during construction, or which is associated with other permitted activities, shall make arrangements with the town's public works department for roll-off containers from providers approved by the town. A property owner's failure to make such arrangements may subject the property owner to a fine pursuant to the town's fee schedule which is adopted from time to time by a resolution of the town commission.
- (b) *Garbage and trash.* The town requires the owner or occupant of any real property to utilize adequate and suitable refuse receptacles and containers capable of holding all waste materials which would ordinarily accumulate between the times of successive collections. The town manager or designee shall determine the type, size, ~~quantity~~quantity, and location of receptacles on developed properties and shall determine whether containers are serviceable.
- (c) *Recyclables.* Plastic garbage bags or other home use containers shall not be utilized as containers for recyclable materials. Only containers designated by the town shall be utilized for recyclable material containers.

Sec. 24-37. Underground containers prohibited.

Containers stored partially or ~~totally~~completely below the surface of the ground are prohibited. Existing underground containers must be removed and spaces remaining shall be properly filled with soil or other suitable material.

Sec. 24-38. Preparation of materials for collection.

- (a) *Garbage.* All wet garbage matter shall be wrapped in paper or disposable containers before being placed in refuse containers. All garbage, after having been so wrapped and drained of all liquids, shall be daily deposited in the garbage containers herein required. Nonrecyclable containers shall first be drained of all liquid prior to deposit in refuse containers.
- (b) *Containerized household trash.* Household trash which is of a size capable of being contained within the refuse container normally used for garbage shall be placed therein for collection. It shall be unlawful to place household trash which has not been drained of all liquids in said container.
- (c) *Noncontainerized household trash and white goods/large appliances.* Noncontainerized household trash and white goods/large appliances shall not be placed at curbside except as herein stated. Upon request, the town shall collect normal household discarded furniture or appliances, including, but not limited to, sofas, chairs, beds, refrigerators, washers, dryers, hot water heaters and similar items. Residents, including tenants or lessees, requesting this service of the town will be given a date when collection will occur.

- (d) *Light yard trash.* Persons providing routine lawn maintenance services may be allowed to dispose of light yard trash at the residence served, yard trash which is generated on-site by routine maintenance.
- (e) *Heavy yard trash.* Except as provided in section 24-39(d), residents, including tenants or lessees, and commercial properties engaging a commercial landscape or lawn maintenance business shall be required to notify the town of heavy yard trash generated by their activities and to utilize the services of the town for disposal of such yard trash and to compensate the town in accordance with the rate schedule established pursuant to section 24-111.
- (f) *Noncontainerized refuse materials.* Noncontainerized refuse materials shall be so prepared and contained so as not to be blown about by the wind.
- (g) *Recyclables.*
- (1) All residents of the town shall source-separate all designated recyclables in the designated container, placing them at designated pickup points on the days or dates specified for collection by the schedule published by the town.
 - (2) Designated recyclables for this townwide program shall consist of the following materials:
 - a. Newsprint plus glossy, printed material;
 - b. Food and beverage cans;
 - c. Clear, brown or green glass containers, with caps and lids removed;
 - d. Plastic containers, with markings indicating suitability for recycling; and
 - e. Such other materials and containers as may be specified by the solid waste authority and approved by the town commission.
- (h) *Special/prohibited materials.*
- (1) *Dangerous trash items.* It shall be unlawful to place dangerous trash items and all waste materials of injurious nature in containers unless they are securely wrapped so as to prevent injury to the collection crew or agency. Dangerous trash and waste materials shall include, but shall not be limited to, broken glass, lightbulbs, sharp pieces of metal, fluorescent tubes and television tubes.
 - (2) *Hazardous, contagious or medical refuse.* It shall be unlawful to place hazardous, contagious or medical refuse, containerized or noncontainerized, for collection by the town. Such materials shall include pesticides; clothing, bedding or other refuse liable to spread contagion; hypodermic needles; or other medical waste. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department.

- (3) *Tires and motor vehicle parts.* It shall be unlawful to place tires and motor vehicle parts, containerized or noncontainerized, for collection by the town. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department unless otherwise arranged pursuant to section 24-32.
- (4) *Minor building repairs.* Building materials resulting from minor repairs performed by the owner or occupant which meet the requirements for trash collection must be bundled, bagged, boxed or placed in a refuse container and will be collected at curbside. Discarded lumber pieces must be no longer than two feet without nails. Larger materials may be picked up by special request at an additional charge.
- (5) *Ashes.* It shall be unlawful to place ashes or live coals in containers unless those ashes or coals have been wetted and are cool to the touch prior to placement in the container.
- (6) *Cardboard boxes and cartons.* It shall be unlawful for any person disposing of cardboard boxes, cartons or crates in refuse containers to fail to collapse same prior to depositing that refuse for collection.

Section 4. Section 24-11 of Article IV of Chapter 24 of the Town's Code of Ordinances is hereby amended as follows:

Sec. 24-111. Town commission to set rates, billing and collection policy

By resolution or other official action, the town commission shall establish and may periodically amend such rates, fees, charges and other assessments to residential, commercial, agricultural and governmental persons and entities as it shall deem necessary or proper for the administration of this chapter. Such ~~charges~~assessments may include requirements for prepayments or deposits based upon credit history and other relevant considerations. Further, said resolution or other official action may set other collection related policies including, but not limited to, deadlines for payment, declaration of delinquency, service fee for a dishonored check, discontinuation of service.

Section 5. Sections 24-141, 24-145, 24-146, and 24-148 of Article V of Chapter 24 of the Town's Code of Ordinances is hereby amended as follows:

Sec. 24-141. Definitions.

For the purposes of this article, the definitions contained in this section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular

include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Annual solid waste assessment roll means a list confirmed by the town commission each fiscal year of all lots and parcels of assessed property in the town within the boundaries of the town containing the following information:

- (1) A summary description of each lot and parcel conforming to the description contained on the real property assessment roll;
- (2) The name and address of the owner of each lot and parcel as reflected on the real property assessment roll; and
- (3) The annual solid waste assessment imposed on each residential lot or parcel as established in the rate resolution.

Assessed property means such lots or parcels as may be designated by the town commission in the rate resolution, against which the solid waste assessment is imposed.

Assessment date means January 1 of each year, or such other date as may be designated by the town commission, which date shall constitute the date on which the solid waste assessment is imposed as a lien against assessed property listed on the annual solid waste assessment roll or on any addendum thereto.

Building means any structure, whether temporary or permanent, built for the support, shelter or enclosure of persons, chattel or property of any kind. The term "building" shall include trailers, mobile homes, or any vehicles serving in any way the function of a building.

Commercial property means any property utilized for commercial, governmental, agricultural, and industrial purposes or single-family and/or multifamily units or grouping of units maintained as residential properties or units that have primary garbage service served by a dumpster or compactor ~~or grouping of five or more units maintained as residential rental properties or units~~. Commercial single-family and/or multifamily units that have primary garbage service served by a dumpster or compactor ~~or grouping of five or more units~~ shall be billed in accordance with approved commercial sanitation rates. Commercial properties are typically ~~served~~ served through the use of dumpsters or compactors.

Fiscal year means that period beginning October 1 of each year and ending on September 30 of the subsequent year.

Governmental property means all property owned by any federal, state, county, municipal or local governmental units, or any agency of such governmental unit, including school boards.

Improved property means all residential and commercial property, containing a building that generates, or is capable of generating, solid waste.

Mobile home means manufactured homes, trailers, campers and recreational vehicles.

Rate resolution means the resolution adopted by the town commission under the provisions of section 24-145 establishing the schedule of solid waste assessments to be imposed, and the categories of assessed property.

Real property assessment roll means the assessment roll maintained by the property appraiser under law for the levy of ad valorem taxes on real property.

Residential property means any single-family dwelling or multifamily property with a grouping of two or more units that have primary garbage service served by a rollout cart, unless such dwelling unit or grouping of units has been approved by the town commission to be classified as commercial property. Residential properties are typically served through the use of rollout carts. ~~Residential property means any single family dwelling maintained that is owner-occupied or multifamily property with a grouping of four or less units, unless such dwelling unit or grouping of units has been approved by the town commission to be classified as commercial property. Residential properties are typically serviced through the use of rollout carts.~~

Single-family residential unit means any building or structure containing not more than one dwelling unit that is not used for commercial purposes. Single-family residential units, like most residential properties, are typically served through the use of rollout carts. ~~Single-family residential unit means any building or structure containing not more than one dwelling unit that is owner-occupied and which is not, in parts or whole, leased to a tenant or otherwise utilized for commercial purposes. Residential properties are typically serviced through the use of rollout carts.~~

Solid waste means all types of garbage, trash, ~~refuse~~refuse, and recyclables described, defined or contemplated pursuant to this chapter.

Solid waste assessment means the annual non-ad valorem special assessment imposed upon a residential property in the town to pay for the cost of collection, disposal and management of solid waste generated or capable of being generated from such property and the administrative costs related thereto.

Solid waste assessment category means the classification of improved property incorporated in the rate resolution, whose classification may constitute a subcategory of a type of property defined or referenced herein.

(Code 1978, § 10-70; Ord. No. 12-1994, § 1, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 24-145. Imposition, ~~amount~~amount, and collection of assessment.

- (a) *Imposed.* There is hereby imposed on the assessment date against each lot or parcel of residential property with the town a solid waste assessment for the collection and disposal of solid waste pursuant to the provisions of this chapter.

- (b) *Amount of assessment.* The amount of the solid waste assessment imposed each fiscal year against each lot or parcel of residential property shall be at the rate established in the rate resolution for the solid waste assessment category applicable to such property.
- (c) *Collection and enforcement.* It is the intent of the town commission that the cost of collection and disposal services as well as the management and administrative costs and other costs reasonably related to such services be paid through the imposition of the annual solid waste assessment on all residential ~~properties~~properties, provided that the commission may provide for a separate method of collection for the cost of disposal of solid waste or certain categories thereof. It is further the intent of the town commission to utilize the provisions of F.S. § 197.3632, and its successor, to provide a uniform method for the levy, ~~collection~~collection, and enforcement of this non-ad valorem assessment.

(Code 1978, § 10-74; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-146. Adoption of rate resolution and solid waste assessment roll.

The rate resolution shall fix and establish the solid waste assessment for residential properties and the charges for commercial dumpster service~~rates~~ to be imposed within each ~~solid waste assessment category for the~~ ensuing fiscal year.

(Code 1978, § 10-75; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-148. Corrections to assessment roll.

- (a) Errors in the annual solid waste assessment roll may be corrected as provided for in this section.
- (b) The town commission, or its designee, shall have the authority, at any time, upon its own initiative or in response to a petition from any affected owner of improved real property to correct any error of omission or commission in the adoption of any annual solid waste assessment roll or in the implementation of the rate resolution, including, but not limited to, an error in including any parcel of improved real property on such roll when such real property is not subject to assessment within the scope of the rate resolution and any error in the calculation of the annual solid waste assessment roll imposed against any parcel of improved real property.
- (c) Any owner of a parcel of improved real property may petition to correct any asserted error of omission or commission in the classification of the owner's improved real property used in the adoption of the annual solid waste assessment roll, by filing a petition consistent with the provisions herein with the town manager between October 1 and January 31 of the fiscal year for which the solid waste assessment is levied. Failure to file such petition by January 31 of the fiscal year for which the solid waste assessment was levied shall be a complete waiver of any right of an owner to seek a correction for such year.

- (d) The petition may be initiated orally or in writing, but in either case shall contain, at a minimum, the following information:
- (1) The name and address of all owners of the parcel;
 - (2) The address and parcel number of the property for which the correction is sought;
 - (3) Documentation or information supporting the owner's asserted error in the classification of the parcel or the calculation of the amount of assessment.

The town manager, or the town manager's designee, shall review the petition and shall correct any errors upon finding that the owner has demonstrated an error in the classification or assessment amount assigned to such parcel. In making such ~~determination~~ determination, the standards set out in the rate resolution shall be followed.

- (e) Upon approval of correction of the solid waste assessment, the town manager or the town manager's designee shall notify the property appraiser's office of the correction to be entered into the records.
- (f) The decision of the town manager, or the town manager's designee, on a petition will be made in writing, ~~addressed~~ addressed, and mailed (in the case of a denial, by certified or registered mail, return receipt requested) to the petitioner within 90 days of receipt of the petition by the town. The decision shall be made based on the written or oral petition submitted by the petitioner and supporting documentation, and the burden shall be on the petitioner to demonstrate the reasons supporting the petition.
- (g) The owner receiving a correction under this section who has paid the annual solid waste assessment as originally imposed shall be entitled to a refund representing the difference between the assessed amount and the corrected amount of the annual solid waste assessment. Such ~~refunda~~ refund shall be paid to the person or party making payment. The owner receiving a correction under this section that has not paid the annual solid waste assessment should receive a corrected assessment from the tax collector.
- (h) If the petitioner is not satisfied with the decision of the town manager or the town manager's designee, the petitioner may appeal such decision to the town commission in a written petition specifying the reasons for such appeal. Such appeal shall be designated as an appeal of the decision of the town manager and shall refer to the specific decision rendered by the town manager, and must be mailed or delivered to the town clerk's office within 30 days of receipt of the decision of the town manager. Failure to file the appeal within such time limit shall constitute a forfeiture of such right of appeal. Upon receipt by the town of the petition for appeal, the matter shall be scheduled for hearing by the town commission, or its designee, at the earliest possible date, not to exceed 60 days from the date of receipt by the town of the petition for appeal. The date of such ~~scheduleda~~ scheduled hearing may be rescheduled beyond the 60-day period by mutual agreement of petitioner and the town. The petitioner shall be given reasonable notice of such hearing by certified or registered mail, return receipt requested, sent to the address on the annual solid waste assessment roll or another address if specifically designated in the petition for appeal.

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The town commission may designate by resolution an independent person or persons, not an employee of the town, to carry out the responsibilities of the town commission to hear, review and render decisions on appeals.

- (i) At any hearing on such petition for appeal formal rules of evidence shall not apply, but fundamental due process and the essential requirements of law shall be observed and shall govern the proceedings. The burden shall be on the petitioner to prove the right to the relief requested by clear and convincing evidence. All witnesses shall be placed under oath or affirmation by any officer permitted under Florida law to administer oaths or by the town clerk. Petitioner and the town shall have the right to:
 - (1) Call and examine witnesses;
 - (2) Introduce exhibits;
 - (3) Cross examine witnesses on any relevant matter; and
 - (4) Rebut the evidence.
- (j) At all hearings, the town commission or town commission designee shall hear and consider all facts material to the petition and thereafter the town commission or town commission designee, also considering the provisions of the town Code and amendments thereto, as well as the purposes and intent thereof, may grant or deny, partially or wholly, the relief requested in the petition. The decision of the town commission or town commission designee, resulting from a hearing, shall be final and no petition for rehearing or reconsideration shall be considered. Any person, including the town and the petitioner, who is aggrieved by any decision of the town commission or town commission designee, may apply in the circuit court of the county within 30 days of rendition of such decision for a review by writ of certiorari in accordance with the applicable Florida Appellate Rules. However, this provision shall not be construed to limit any other remedy provided by law.

SECTION 6. Severability. 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 7. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. 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 9. Effective Date. This ordinance shall take effect upon execution.

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Chapter 24 SOLID WASTE¹

ARTICLE I. IN GENERAL

Sec. 24-1. Definitions.

The definitions located in F.S. § 403.703 shall apply to this chapter. In addition, the following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bulky waste means large, noncontainerized, discarded items placed for disposal such as large boxes, barrels, crates, large furniture and large appliances, but not including yard and garden trash items, as defined in this section.

Commercial property means any property utilized for commercial, governmental, agricultural, and industrial purposes or single-family and/or multifamily units or grouping of five or more units maintained as residential rental properties or units. Commercial single-family and/or multifamily units or grouping of five or more units shall be billed in accordance with approved commercial sanitation rates. Commercial properties are typically serviced through the use of dumpsters or compactors.

Commercial trash means any and all accumulations of paper rags, excelsior, wood, paper or cardboard boxes or containers, sweepings, furniture, appliances and any other accumulation not included under the definition of garbage, generated by the operation of commercial properties, i.e.: stores, offices, public buildings, residential rental properties and other business places. The term "commercial trash" shall also include all trash placed in public receptacles in public places for collection.

Compactor means a metal container (dumpster or roll-off box) that contains a packing mechanism and an internal or external power unit.

Containerized household trash means any and all accumulations of waste material generated in and about the home, other than garbage, and which can be stored for collection in an approved refuse container, e.g., food packaging, small appliances, small toys, dishes, etc.

Containerized light yard trash means any and all accumulations of bagged waste vegetation which is placed for collection, or any and all accumulations of waste vegetation arranged in a single pile for collection in a volume not exceeding ten cubic yards (18 feet long × 4 feet wide × 4 feet high), other than grass clippings.

Dumpster means a metal container of not less than two cubic yards or larger than eight cubic yards, made of watertight construction with doors opening on top, and constructed so that it can be emptied mechanically by specially equipped trucks.

Garbage means any and all accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit, vegetables and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors or which, during and after decay, may serve as breeding or feeding material for flies or other germ carrying insects;

¹Cross reference(s)—Environment, ch. 10; utilities, ch. 32; hazardous materials, ch. 64.

State law reference(s)—Resource rezoning and management, F.S. § 403.702 et seq.

bottles, cans or other food containers which, due to their ability to retain water, may serve as a breeding place for mosquitoes or other water-breeding insects.

Heavy yard trash means any and all accumulations of waste vegetation having a diameter of more than four inches or which is loosely piled for collection in a quantity of more than ten cubic yards, other than grass clippings. The term "heavy yard trash" shall also include any and all accumulations of soil and/or sod piled for collection.

Industrial waste means any and all debris and waste products generated by canning, manufacturing, food processing (except restaurants), land clearing, building construction or alteration (except minor household repair projects performed by the owner or occupant), and public works type construction projects whether performed by a governmental unit or by contract.

Loading and unloading area means any designated loading or unloading space or area used by any moving vehicle for the purpose of receiving, shipping and transporting goods, wares, commodities and persons.

Minor household repairs means minor residential household repairs for which no permit is required under the technical codes and which are done exclusively by an occupant of the residence.

Multifamily residential unit means any building containing more than one dwelling unit.

Noncontainerized household trash (see also Bulky waste) means any and all accumulations of waste material generated in and about the home, other than garbage, which cannot be stored for collection in an approved refuse container due to its larger size; e.g., furniture, large toys, lawn mowers, etc.

Parking lots means areas on commercial and/or public properties designed specifically for vehicular parking.

Premises means lots, sidewalks, alleys, rights-of-way, grass strips and curbs up to the edge of the pavement of any public thoroughfare.

Public property means any area that is used or held out to be used by the public, whether owned or operated by a public interest, including but not limited to highways, streets, alleys, parks, recreation areas, sidewalks, grass strips, medians, curbs or rights-of-way up to the edge of the pavement of any public thoroughfare or body of water.

Refuse means solid waste accumulations consisting of garbage, containerized household trash, noncontainerized household trash, containerized light yard trash, heavy yard trash, white goods/large appliances, and commercial trash as defined in this section.

Refuse containers and receptacles means approved and unapproved vessels used to store all types of garbage, trash, waste and refuse. Refuse containers and receptacles approved by the town for use hereunder include compactors, dumpsters, roll-off boxes and rollout carts.

Residential property means any single-family dwelling that is owner-occupied or multifamily property with a grouping of four or less units, unless such dwelling unit or grouping of units has been approved by the town commission to be classified as commercial property. Residential properties are typically serviced through the use of rollout carts.

Roll-off box means a container varying in capacity between ten cubic yards and 40 cubic yards which is used for collecting, storing and transporting building materials, business trash, industrial waste, hazardous refuse, refuse or yard trash. The container may or may not use an auxiliary stationary packing mechanism for compaction of materials into the container and may be of the open or enclosed variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of the truck for transporting the waste materials to the disposal site.

Rollout cart means a 64-gallon to 96-gallon plastic container of a type approved by the town manager or designee, of substantial construction with a tightfitting lid and provided with wheels and handles sufficient for safe and convenient handling.

Single-family residential unit means any building or structure containing not more than one dwelling unit that is owner-occupied and which is not, in parts or whole, leased to a tenant or otherwise utilized for commercial purposes.

(Code 1978, § 10-1; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 11-2002, § 1, 4-17-2002; Ord. No. 01-2023, § 2, 1-18-2023)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 24-2. Garbage, trash and recyclable collection reserved exclusively in town or its contractors.

The governmental function of collection, removal and disposal of all garbage, trash and recyclables within the municipal limits of the town is exclusively vested in the municipal government of the town, its contractors and franchises, and all other individuals, persons, firms or corporations are specifically and expressly prohibited from engaging in that practice or business within the corporate limits of the town and from utilizing the publicly dedicated streets, alleys and other thoroughfares for such purposes.

(Code 1978, § 10-2; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-3. Administration of chapter.

Collection, storage and disposal of all garbage and trash shall be in accordance with this chapter. The administration of this chapter shall be the duty of the town manager or designee except as otherwise stated.

(Code 1978, § 10-3; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-4. Policies, rules and fees.

Any policy, rule, fee, charge or assessment for the proper administration of this chapter may be established by resolution of the town commission.

(Code 1978, § 10-4; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-5. No profit requirement for town contractors or franchisees.

Any other applicable ordinances or laws to the contrary notwithstanding, all contractors or franchisees of the town shall be required to properly and timely fulfill all the terms and conditions of their contracts/franchises, including all fees and prices, and said contractors/franchisees, or their agents or subsidiaries shall not, as a matter of law, be entitled to a profit on their respective contracts/franchises.

(Code 1978, § 10-5; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-6. Deposit other than in approved container.

No person shall place or keep garbage or trash anywhere within the town in any vessel or receptacle other than in a standard, approved garbage or trash container from which regular collections are made unless otherwise provided by this chapter.

(Code 1978, § 10-6; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-7. Use of receptacles by other persons.

It shall be unlawful for persons to use receptacles, containers, or rollout carts owned or assigned to other persons.

(Code 1978, § 10-7; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-8. Dumping on property owned by others prohibited.

It shall be unlawful to dispose or discard any garbage, trash or litter on property owned or controlled by someone else. Violations shall be subject to a fine pursuant to the town's fee schedule as is established from time to time by the adoption of a resolution by the town commission.

(Code 1978, § 10-8; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

State law reference(s)—Florida litter law, F.S. § 403.413.

Sec. 24-9. Offensive deposits; burying and depositing in waterways.

No person shall deposit on or bury in, or cause to be deposited on or buried in, any land, public square, street, alley, vacant or unoccupied lot, or any creek or watercourse any noxious, filthy, malodorous or offensive liquid or solid material, garbage or trash.

(Code 1978, § 10-9; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Cross reference(s)—Waterways, ch. 76.

State law reference(s)—Florida litter law, F.S. § 403.413.

Sec. 24-10. Out-of-town refuse; transfer station.

It shall be unlawful for any person or agent to deposit any form of refuse collected outside of the town's corporate limits at any place within the town's corporate limits.

(Code 1978, § 10-10; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-11. Appliances with locking or magnetic door closing devices.

It shall be unlawful for any person to leave outside any building, in a place accessible to children, any appliance, refrigerator or container with a locking or magnetic door closing device unless the door or lid has been removed.

(Code 1978, § 10-11; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-12. Recyclable materials and recycling containers.

- (a) It shall be unlawful for any unauthorized person or agent to remove articles or otherwise disturb materials in recycling containers, or to remove, damage or destroy recycling containers.
- (b) It shall be unlawful to place any material not suitable for recycling in a recycling container.

(Code 1978, § 10-12; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-13. Responsibility of owner.

Ultimate responsibility for compliance with the provisions of this chapter shall lie with the owner of the property in question. This shall not, however, preclude an enforcement action against another person occupying, controlling or otherwise responsible for a property upon which there is found to be a violation of this chapter.

(Code 1978, § 10-13; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-14. Enforcement.

The provisions of this chapter shall be enforced through the code compliance board or through the alternate code enforcement procedures, except that the collection of fees, costs and assessments shall be enforced pursuant to procedures provided in article IV of this chapter or by the town commission.

(Code 1978, § 10-14; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-15. Collection and enforcement during an emergency declaration.

A property owner, or the tenant of a residence or business shall not place any debris, trash vegetative yard waste, or recycling materials out for collection once the mayor has rendered a declaration of emergency for the town. In the event of a violation of this section occurs, the town may immediately dispose of the materials and charge its actual costs of collection and disposal, along with a one-time \$250.00 fee and any other administrative charges it incurs and invoice the property owner or business for the payment of these costs. If the costs are not paid, the town may record a lien against the property.

(Ord. No. 12-2018, § 2, 10-17-2018; Ord. No. 01-2023, § 2, 1-18-2023)

Secs. 24-16—24-30. Reserved.

ARTICLE II. RESIDENTIAL PROPERTY SOLID WASTE AND RECYCLABLE COLLECTION SERVICE

Sec. 24-31. Base collection service.

Base collection service shall include collection and disposal of containerized garbage, single-family light yard trash and containerized household trash and recyclable materials. Containerized garbage and trash shall be placed in containers provided by the town.

(Code 1978, § 10-19; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-32. Special collection service.

Any refuse which is not provided for as part of the base collection service established herein and which is collected by the town shall constitute a special pickup and shall be subject to an additional charge in accordance with the rate schedule established pursuant to section 24-111.

(Code 1978, § 10-20; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-33. Collection schedule.

The schedule for solid waste collection services shall be established and may be amended by resolution of the town commission.

(Code 1978, § 10-21; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-34. Approved containers.

- (a) *Building materials.* The property owner of any property which requires roll-off containers to secure and remove building materials or other solid waste during construction, or which is associated with other permitted activities, shall make arrangements with the town's public works department for roll-off containers from providers approved by the town. A property owner's failure to make such arrangements may subject the property owner to a fine pursuant to the town's fee schedule which is adopted from time to time by a resolution of the town commission.
- (b) *Garbage and trash.* The town requires the owner or occupant of any real property to utilize adequate and suitable refuse receptacles and containers capable of holding all waste materials which would ordinarily accumulate between the times of successive collections. The town manager or designee shall determine the type, size, quantity and location of receptacles on developed properties and shall determine whether containers are serviceable.
- (c) *Recyclables.* Plastic garbage bags or other home use containers shall not be utilized as containers for recyclable materials. Only containers designated by the town shall be utilized for recyclable material collection.

(Code 1978, § 10-22; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-35. Additional/replacement containers.

The town may set aside funds within its budget for periodic replacement of garbage and trash, and recycling containers. Additional containers and interim replacement of such containers as are lost, damaged or stolen shall be obtained at the expense of the owner or occupant of the residence.

(Code 1978, § 10-23; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-36. Container maintenance.

- (a) *Responsibility for maintenance.* It shall be the responsibility of any person using a refuse container or receptacle furnished by the town to maintain such container in a sanitary condition.
- (b) *Covering containers.* All garbage and trash containers shall be kept tightly covered at all times, except as it is necessary to remove the cover for the purpose of depositing garbage or trash in the container or when collection is being made.

(Code 1978, § 10-24; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-37. Underground containers prohibited.

Containers stored partially or totally below the surface of the ground are prohibited. Existing underground containers must be removed and spaces remaining shall be properly filled with soil or other suitable material.

(Code 1978, § 10-25; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-38. Preparation of materials for collection.

- (a) *Garbage.* All wet garbage matter shall be wrapped in paper or disposable containers before being placed in refuse containers. All garbage, after having been so wrapped and drained of all liquids, shall be daily deposited in the garbage containers herein required. Nonrecyclable containers shall first be drained of all liquid prior to deposit in refuse containers.
- (b) *Containerized household trash.* Household trash which is of a size capable of being contained within the refuse container normally used for garbage shall be placed therein for collection. It shall be unlawful to place household trash which has not been drained of all liquids in said container.
- (c) *Noncontainerized household trash and white goods/large appliances.* Noncontainerized household trash and white goods/large appliances shall not be placed at curbside except as herein stated. Upon request, the town shall collect normal household discarded furniture or appliances, including, but not limited to, sofas, chairs, beds, refrigerators, washers, dryers, hot water heaters and similar items. Residents, including tenants or lessees, requesting this service of the town will be given a date when collection will occur.
- (d) *Light yard trash.* Persons providing routine lawn maintenance services may be allowed to dispose of light yard trash at the residence served, yard trash which is generated on-site by routine maintenance.
- (e) *Heavy yard trash.* Except as provided in section 24-39(d), residents, including tenants or lessees engaging a commercial landscape or lawn maintenance business shall be required to notify the town of heavy yard trash generated by their activities and to utilize the services of the town for disposal of such yard trash and to compensate the town in accordance with the rate schedule established pursuant to section 24-111.
- (f) *Noncontainerized refuse materials.* Noncontainerized refuse materials shall be so prepared and contained so as not to be blown about by the wind.
- (g) *Recyclables.*
 - (1) All residents of the town shall source-separate all designated recyclables in the designated container, placing them at designated pickup points on the days or dates specified for collection by the schedule published by the town.
 - (2) Designated recyclables for this townwide program shall consist of the following materials:
 - a. Newsprint plus glossy, printed material;
 - b. Food and beverage cans;
 - c. Clear, brown or green glass containers, with caps and lids removed;
 - d. Plastic containers, with markings indicating suitability for recycling; and
 - e. Such other materials and containers as may be specified by the solid waste authority and approved by the town commission.
- (h) *Special/prohibited materials.*
 - (1) *Dangerous trash items.* It shall be unlawful to place dangerous trash items and all waste materials of injurious nature in containers unless they are securely wrapped so as to prevent injury to the collection crew or agency. Dangerous trash and waste materials shall include, but shall not be limited to, broken glass, lightbulbs, sharp pieces of metal, fluorescent tubes and television tubes.
 - (2) *Hazardous, contagious or medical refuse.* It shall be unlawful to place hazardous, contagious or medical refuse, containerized or noncontainerized, for collection by the town. Such materials shall include

pesticides; clothing, bedding or other refuse liable to spread contagion; hypodermic needles; or other medical waste. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department.

- (3) *Tires and motor vehicle parts.* It shall be unlawful to place tires and motor vehicle parts, containerized or noncontainerized, for collection by the town. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department unless otherwise arranged pursuant to section 24-32.
- (4) *Minor building repairs.* Building materials resulting from minor repairs performed by the owner or occupant which meet the requirements for trash collection must be bundled, bagged, boxed or placed in a refuse container and will be collected at curbside. Discarded lumber pieces must be no longer than two feet without nails. Larger materials may be picked up by special request at an additional charge.
- (5) *Ashes.* It shall be unlawful to place ashes or live coals in containers unless those ashes or coals have been wetted and are cool to the touch prior to placement in the container.
- (6) *Cardboard boxes and cartons.* It shall be unlawful for any person disposing of cardboard boxes, cartons or crates in refuse containers to fail to collapse same prior to depositing that refuse for collection.

(Code 1978, § 10-26; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-39. Placement of containers, materials and vehicles.

- (a) *Placing of refuse and refuse containers for collection.* No refuse or refuse container shall be kept upon or adjacent to any street, sidewalk, swale, front yard, side yard or other place within the view of persons using the town's streets and sidewalks, except that:
 - (1) No earlier than 4:00 p.m., on the day preceding that upon which refuse collections are customarily made from such premises, or no later than 7:30 a.m., on the day on which refuse collections are customarily made from such premises, refuse containers and noncontainerized yard or household trash shall be placed within six feet of the street or just inside the public walk for the purpose of permitting the collection of refuse therefrom, and such refuse containers shall be removed from such place on the same day collection is made.
 - (2) On streets where no swales or lawn areas near the street are available for the placement of refuse containers of noncontainerized trash, the owner or occupant shall place same adjacent to the driveway but not further than six feet from the street.
- (b) *Overloading refuse containers.* It shall be unlawful to overload a refuse container by allowing materials to accumulate above the "water level" of a container. The water level is the highest level that water could stand in a container when situated on a level surface.
- (c) *Blockage of storm drains.* It shall be unlawful for any person to place any refuse, trash, refuse receptacle or container on, upon, or over any storm drain or so close thereto as to be drawn by the elements into the storm drain.
- (d) *Access to mechanical containers.* It shall be unlawful for anyone to place or maintain materials or place any vehicle, whether temporarily or permanently, so as to block access to any mechanical container.
- (e) *Penalty.* The town may assess a special fee, established pursuant to section 24-111, for a return trip or other additional service made necessary by a violation of this section. Violations may also be subject to a fine pursuant to the town's fee schedule approved by resolution of the town commission.

(Code 1978, § 10-27; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Secs. 24-40—24-70. Reserved.

ARTICLE III. COMMERCIAL PROPERTY SOLID WASTE AND RECYCLABLE COLLECTION SERVICE

Sec. 24-71. Base collection service.

Base collection service shall include collection and disposal of the volume of containerized garbage, commercial trash and recyclable materials expected to be generated by the property. Said volume may be determined by the town on the basis of the user classification schedule established for refuse disposal assessments by the Palm Beach County Solid Waste Authority or by other equitable basis as determined by the town commission.

(Code 1978, § 10-36; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-72. Special collection service.

Any refuse which is not prepared for collection as provided herein and which is collected by the town shall constitute a special pickup and shall be subject to an additional charge in accordance with the rate schedule established pursuant to section 24-111.

(Code 1978, § 10-37; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-73. Collection schedule.

Commercial accounts will be serviced on a Monday through Friday basis with the number of pickups being determined by the type of business and amount of garbage/trash generated in accordance with the determination made pursuant to section 24-71.

(Code 1978, § 10-38; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-74. Approved containers.

- (a) *Garbage and trash.* The town shall require the owner or occupant of any real property to utilize adequate and suitable refuse receptacles and containers capable of holding all waste materials which would ordinarily accumulate between the times of successive collections. The town manager or designee shall determine the type, size and quantity of receptacles as well as the frequency of pickup for receptacles on developed properties. Said determination shall be made by the town manager or designee on an equitable basis which may include, but not be limited to, the user classification schedule established for refuse disposal assessments by the Palm Beach County Solid Waste Authority. All mechanical containers shall be purchased by the town and rented to all commercial customers with the rental fee paid as part of the standard rate fee. The town shall determine whether containers are serviceable.
- (b) *Recyclables.* Only containers designated by the town shall be utilized for recyclable material collection.
- (c) *Roll-off boxes.* Commercial customers, if required to utilize a roll-off container, shall obtain roll-off/roll-on collection service through a provider holding a franchise from the town and shall make payment therefor to the franchisee.

- (d) *Building materials.* The property owner of any property which requires a roll-off container to secure and remove building materials or which is associated with other permitted activities, shall make arrangements with the town's public works department for roll-off containers from a provider approved by the town. A property owner's failure to do so may result in a fine pursuant to the town's fee schedule adopted from time to time by a resolution of the town commission.
- (e) *Charges based on capacity.* The charges established pursuant to section 24-111 for mechanical containers and commercial refuse container service shall accrue and be payable on the total capacity of the container whether or not it is full.

(Code 1978, § 10-39; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-75. Container maintenance.

- (a) *Responsibility.* It shall be the responsibility of any person using a refuse container or receptacle furnished by the town to maintain such container in a sanitary condition.
- (b) *Covering of containers.* All garbage and trash containers shall be kept tightly covered at all times, except as is necessary to remove the cover for the purpose of depositing garbage or trash in the container or when collection is being made.

(Code 1978, § 10-40; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 11-2002, § 2, 4-17-2002; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-76. Container storage/screening.

- (a) *Prohibited locations.*
 - (1) *Generally.* Dumpsters shall not be located within the right-of-way of a public street or alley.
 - (2) *Special exception:* For buildings constructed prior to adoption of the ordinance from which this section is derived and where unusual conditions exist which do not provide for the usual placement of refuse containers on the property as provided herein, the community development department, after consultation with the property owner or representative, as applicable, shall determine a satisfactory alternative location for the placement of said refuse container.
- (b) *Requirements for building renovation, modification or erection of new structures.* Prior to the issuance of a building permit by the community development department for the renovation, modification or erection of a new structure other than single-family dwellings, provisions must be made for the storage and handling of refuse and recyclables. Such arrangements shall provide free access to containers by mechanized equipment at all times. The community development department, after consultation with the contractor or owner, as applicable, shall determine the proper location for said containers.
- (c) *Dumpster placement surface.* Newly developed properties shall provide a concrete dumpster placement surface, in accordance with the specifications of the town building code. The minimum inside dimensions of such surface shall be sufficient to provide a clear area of 12 feet by ten feet for a single refuse container.
- (d) *Replacement of dumpster placement surface.* When existing dumpster placement surface requires replacement due to deterioration, the replacement surface shall be of concrete, and in accordance with specifications of the town building code. The minimum inside dimensions of such surface shall be sufficient to provide a clear area of 12 feet by ten feet for a single refuse container.

- (e) *Screening of refuse containers and receptacles.* The regulations provided in this subsection shall apply to all developed properties except as provided herein. The regulations provided in this subsection shall not apply to the temporary use of refuse containers and receptacles, such as those placed on-site during construction.
- (1) Refuse containers and receptacle enclosures shall be screened from view, from public streets and abutting properties, wherever practical as determined by the community development department.
 - (2) Sufficiency of accessibility to dumpsters shall be determined by the community development director and/or the town manager or designee.
 - (3) A building permit shall be required for construction of receptacle screening enclosures. Such construction shall be in compliance with the town building code.
 - (4) Natural plant screening materials shall be capable of attaining a height of six feet within two years of installation and shall be maintained at a height not greater than that of any dumpster enclosure.
 - (5) All refuse containers and receptacles must be placed on a hard surface. Such surface shall be repaired or replaced as needed at the expense of the owner.
 - (6) Screening enclosures, if not currently provided to the specifications herein, shall be in compliance with this section within six months of the effective date of the ordinance from which this chapter is derived.

(Code 1978, § 10-41; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-77. Preparation of materials for collection; special/prohibited materials.

- (a) *Hazardous, contagious or medical refuse.* It should be unlawful to place hazardous, contagious or medical refuse, containerized or noncontainerized, for collection by the town. Such materials shall include pesticides; clothing, bedding or other refuse liable to spread contagion; hypodermic needles; or other medical waste. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department.
- (b) *Tires and motor vehicle parts.* It shall be unlawful to place tires and motor vehicle parts, containerized or noncontainerized, for collection by the town. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department unless otherwise arranged pursuant to section 24-32.
- (c) *Building materials.* All properties which require a roll-off container to secure and remove building materials during construction, or other solid waste materials shall make arrangements with the town's public works department for roll-off containers from providers approved by the town. The failure to do so may result in a fine pursuant to the fee schedule adopted from time to time by resolution of the town commission.
- (d) *Minor building repairs.* Building materials resulting from minor building repairs performed by the owner or occupant of a commercial property may be placed in the refuse container used for regular garbage and trash collection service. Discarded lumber pieces must be no longer than four feet and without nails. Subject to the approval of the town's public works department, larger materials may be placed at a predetermined location for collection at an additional charge.

(Code 1978, § 10-42; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-78. Placement of containers, materials and vehicles.

- (a) *Overloading refuse containers.* It shall be unlawful to overload a refuse container by allowing materials to accumulate above the "water level" of a container. The water level is the highest level that water could stand in a container when situated on a level surface.

- (b) *Blockage of storm drains.* It shall be unlawful for any person to place any refuse, trash, refuse receptacle or container on, upon or over any storm drain or so close thereto as to be drawn by the elements into the storm drain.
- (c) *Access to mechanical containers.* It shall be unlawful for anyone to place or maintain materials or place any vehicle, whether temporarily or permanently, so as to block access to any mechanical container.
- (d) *Penalty.* The town may assess a special fee, established pursuant to section 24-111, for return trips or other additional service made necessary by a violation of this section.

(Code 1978, § 10-43; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-79. Construction and demolition sites.

- (a) *Receptacles and containers required.* It shall be unlawful for any contractor to fail to provide a suitable number of approved roll-off containers for loose debris, paper, building material waste, scrap building material and other trash produced by those working on a construction site. Roll-off containers, if required, shall be obtained through a provider holding a franchise from the town and shall be payable to the franchisee. All material on construction sites shall be containerized by the end of each day and the site shall be kept in a reasonably clean and litter-free condition.
- (b) *Removal of concrete or other substances deposited on road surface.* Where concrete or any other substance permanently affixes itself to the road surface, causing the surface to be uneven or defaced, it shall be immediately removed by person responsible. The person responsible, as identified in this section, shall mean the driver of the vehicle which deposited the substance onto the street, the driver's employer, the owner of the real property containing the construction or demolition site and/or the prime contractor in charge of a site from where the substance originated.

(Code 1978, § 10-44; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-80. Loading and unloading areas.

Any person maintaining a loading or unloading area shall provide a suitable number and type of receptacles for loose debris, paper, packaging materials and other trash. Such person shall maintain this area neat, clean and litter free.

(Code 1978, § 10-45; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-81. Parking lots.

All commercial and public parking lots shall have refuse receptacles distributed within the parking area. All receptacles shall be weighted or attached to the ground as necessary to prevent spillage. It shall be the responsibility of the owner of the parking lot to provide a suitable number and type of receptacles and to collect the refuse and trash deposited in those containers and store this material in an approved refuse container for collection by the town.

(Code 1978, § 10-46; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Secs. 24-82—24-110. Reserved.

ARTICLE IV. RATES AND CHARGES

Sec. 24-111. Town commission to set rates, billing and collection policy.

By resolution or other official action, the town commission shall establish and may periodically amend such rates, fees, charges and other assessments to residential, commercial, agricultural and governmental persons and entities as it shall deem necessary or proper for the administration of this chapter. Such assessments may include requirements for prepayments or deposits based upon credit history and other relevant considerations. Further, said resolution or other official action may set other collection related policies including, but not limited to, deadlines for payment, declaration of delinquency, service fee for a dishonored check, discontinuation of service.

(Code 1978, § 10-55; Ord. No. 14-1993, § IV, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-112. Fee debt to town; late fee; enforcement.

- (a) *Fee as debt.* The amount of any charge, fee or assessment due under this article is hereby declared to be a debt due to the town, or its agents, and any person required under the terms of this chapter to have accumulations of garbage and trash removed and disposed of by the town, or its agents, shall be liable to the town for that debt.
- (b) *Late fees.* Any bill remaining unpaid for a period of 30 days after rendition shall be delinquent and shall be subject to a late fee established by the town. Additionally, the town shall take legal action to enforce collection of the debt.
- (c) *Enforcement of lien.* A debt created hereunder may be enforced by a lien on real or personal property, by revocation of a business tax receipt and/or by any other lawful means. Any and all costs of enforcement, including attorneys' fees, shall be borne by the party or parties for that debt.
- (d) *Liability for charges and assessments for disposal costs.* Notwithstanding anything herein to the contrary, each property owner and user shall be jointly and severally liable for all charges and assessments for collection and disposal costs.

(Code 1978, § 10-56; Ord. No. 14-1993, § IV, 5-5-1993; Ord. No. 11-2006, § 6, 12-6-2006; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-113. Person billed for water shall be responsible for charges.

In addition to any person otherwise identified herein, the person or company in whose name water services are billed by the town or designated billing agent shall be considered and declared to be, for the purpose of the enforcement of this chapter, jointly and severally responsible for the payment of fees, rates and charges due pursuant to this chapter.

(Code 1978, § 10-57; Ord. No. 14-1993, § IV, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Secs. 24-114—24-140. Reserved.

ARTICLE V. SOLID WASTE ASSESSMENT

Sec. 24-141. Definitions.

For the purposes of this article, the definitions contained in this section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future,

words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Annual solid waste assessment roll means a list confirmed by the town commission each fiscal year of all lots and parcels of assessed property in the town within the boundaries of the town containing the following information:

- (1) A summary description of each lot and parcel conforming to the description contained on the real property assessment roll;
- (2) The name and address of the owner of each lot and parcel as reflected on the real property assessment roll; and
- (3) The annual solid waste assessment imposed on each residential lot or parcel as established in the rate resolution.

Assessed property means such lots or parcels as may be designated by the town commission in the rate resolution, against which the solid waste assessment is imposed.

Assessment date means January 1 of each year, or such other date as may be designated by the town commission, which date shall constitute the date on which the solid waste assessment is imposed as a lien against assessed property listed on the annual solid waste assessment roll or on any addendum thereto.

Building means any structure, whether temporary or permanent, built for the support, shelter or enclosure of persons, chattel or property of any kind. The term "building" shall include trailers, mobile homes, or any vehicles serving in any way the function of a building.

Commercial property means any property utilized for commercial, governmental, agricultural, and industrial purposes or single-family and/or multifamily units or grouping of five or more units maintained as residential rental properties or units. Commercial single-family and/or multifamily units or grouping of five or more units shall be billed in accordance with approved commercial sanitation rates. Commercial properties are typically serviced through the use of dumpsters or compactors.

Fiscal year means that period beginning October 1 of each year and ending on September 30 of the subsequent year.

Governmental property means all property owned by any federal, state, county, municipal or local governmental units, or any agency of such governmental unit, including school boards.

Improved property means all residential and commercial property, containing a building that generates, or is capable of generating, solid waste.

Mobile home means manufactured homes, trailers, campers and recreational vehicles.

Rate resolution means the resolution adopted by the town commission under the provisions of section 24-145 establishing the schedule of solid waste assessments to be imposed, and the categories of assessed property.

Real property assessment roll means the assessment roll maintained by the property appraiser under law for the levy of ad valorem taxes on real property.

Residential property means any single-family dwelling maintained that is owner-occupied or multifamily property with a grouping of four or less units, unless such dwelling unit or grouping of units has been approved by the town commission to be classified as commercial property. Residential properties are typically serviced through the use of rollout carts.

Single-family residential unit means any building or structure containing not more than one dwelling unit that is owner-occupied and which is not, in parts or whole, leased to a tenant or otherwise utilized for commercial purposes. Residential properties are typically serviced through the use of rollout carts.

Solid waste means all types of garbage, trash, refuse and recyclables described, defined or contemplated pursuant to this chapter.

Solid waste assessment means the annual non-ad valorem special assessment imposed upon a residential property in the town to pay for the cost of collection, disposal and management of solid waste generated or capable of being generated from such property and the administrative costs related thereto.

Solid waste assessment category means the classification of improved property incorporated in the rate resolution, whose classification may constitute a subcategory of a type of property defined or referenced herein.

(Code 1978, § 10-70; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 24-142. Findings.

It is hereby ascertained, determined and declared that:

- (1) The requiring of all persons owning or occupying improved property within the town to dispose of solid waste and other wastes and discarded property generated on such property in accordance with the provisions of this chapter will greatly reduce the instances of illegal dumping and littering.
- (2) It is necessary to the health, welfare and safety of the residents of the town to provide for a comprehensive program for collection and disposal of solid waste.
- (3) It is further necessary in the implementation of such a comprehensive program to require all persons owning or occupying residential or commercial property within the town to have their solid waste collected and disposed of pursuant to the town's program for same.
- (4) The imposition of an annual solid waste assessment is the most equitable and efficient method allocating and apportioning the cost of collection and disposal of solid waste for residential properties within the town.
- (5) The annual solid waste assessment imposed under this article to pay the cost of administration and operation of the town's system for collection and disposal of solid waste for residential properties is a non-ad valorem (special) assessment within the meaning and intent of F.S. § 197.3632, or its successor in function.
- (6) It is hereby declared and determined by the town that the town's system for collection and disposal of solid waste for commercial and residential properties shall and does constitute a benefit to such properties which is equal to or in excess of the cost of providing such service.
- (7) That each property assessed hereunder does receive a special benefit from the services to be provided pursuant to this chapter and that the assessment contemplated hereunder is fairly and reasonably apportioned among such properties receiving such special benefit.

(Code 1978, § 10-71; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-143. Mandatory disposal of garbage, trash and recyclables.

All solid waste generated within the town shall be disposed of exclusively pursuant to the town's program for the collection and disposal of such solid waste as provided by this chapter.

(Code 1978, § 10-72; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-144. Prima facie evidence of accumulation of garbage, trash and recyclables.

The fact that any commercial or residential property is capable of being occupied shall be prima facie evidence that solid waste is being generated from or accumulated upon such property.

(Code 1978, § 10-73; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-145. Imposition, amount and collection of assessment.

- (a) *Imposed.* There is hereby imposed on the assessment date against each lot or parcel of residential property with the town a solid waste assessment for the collection and disposal of solid waste pursuant to the provisions of this chapter.
- (b) *Amount of assessment.* The amount of the solid waste assessment imposed each fiscal year against each lot or parcel of residential property shall be at the rate established in the rate resolution for the solid waste assessment category applicable to such property.
- (c) *Collection and enforcement.* It is the intent of the town commission that the cost of collection and disposal services as well as the management and administrative costs and other costs reasonably related to such services be paid through the imposition of the annual solid waste assessment on all residential properties; provided that the commission may provide for a separate method of collection for the cost of disposal of solid waste or certain categories thereof. It is further the intent of the town commission to utilize the provisions of F.S. § 197.3632, and its successor, to provide a uniform method for the levy, collection and enforcement of this non-ad valorem assessment.

(Code 1978, § 10-74; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-146. Adoption of rate resolution and solid waste assessment roll.

The rate resolution shall fix and establish the solid waste assessment for residential properties and commercial dumpster rates to be imposed within each solid waste assessment category for the ensuing fiscal year.

(Code 1978, § 10-75; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-147. Adoption of uniform method.

The town commission does hereby adopt the uniform method for levy, collection and enforcement of non-ad valorem assessments as specified in F.S. § 197.3632, and its successor, for the imposition of the solid waste assessment pursuant to this article.

(Code 1978, § 10-76; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

Sec. 24-148. Corrections to assessment roll.

- (a) Errors in the annual solid waste assessment roll may be corrected as provided for in this section.
- (b) The town commission, or its designee, shall have the authority, at any time, upon its own initiative or in response to a petition from any affected owner of improved real property to correct any error of omission or commission in the adoption of any annual solid waste assessment roll or in the implementation of the rate resolution, including, but not limited to, an error in including any parcel of improved real property on such roll when such real property is not subject to assessment within the scope of the rate resolution and any

error in the calculation of the annual solid waste assessment roll imposed against any parcel of improved real property.

- (c) Any owner of a parcel of improved real property may petition to correct any asserted error of omission or commission in the classification of the owner's improved real property used in the adoption of the annual solid waste assessment roll, by filing a petition consistent with the provisions herein with the town manager between October 1 and January 31 of the fiscal year for which the solid waste assessment is levied. Failure to file such petition by January 31 of the fiscal year for which the solid waste assessment was levied shall be a complete waiver of any right of an owner to seek a correction for such year.
- (d) The petition may be initiated orally or in writing, but in either case shall contain, at a minimum, the following information:
 - (1) The name and address of all owners of the parcel;
 - (2) The address and parcel number of the property for which the correction is sought;
 - (3) Documentation or information supporting the owner's asserted error in the classification of the parcel or the calculation of the amount of assessment.

The town manager, or the town manager's designee, shall review the petition and shall correct any errors upon finding that the owner has demonstrated an error in the classification or assessment amount assigned to such parcel. In making such determination, the standards set out in the rate resolution shall be followed.

- (e) Upon approval of correction of the solid waste assessment, the town manager or the town manager's designee shall notify the property appraiser's office of the correction to be entered into the records.
- (f) The decision of the town manager, or the town manager's designee, on a petition will be made in writing, addressed and mailed (in the case of a denial, by certified or registered mail, return receipt requested) to the petitioner within 90 days of receipt of the petition by the town. The decision shall be made based on the written or oral petition submitted by the petitioner and supporting documentation, and the burden shall be on the petitioner to demonstrate the reasons supporting the petition.
- (g) The owner receiving a correction under this section who has paid the annual solid waste assessment as originally imposed shall be entitled to a refund representing the difference between the assessed amount and the corrected amount of the annual solid waste assessment. Such refund shall be paid to the person or party making payment. The owner receiving a correction under this section that has not paid the annual solid waste assessment should receive a corrected assessment from the tax collector.
- (h) If the petitioner is not satisfied with the decision of the town manager or the town manager's designee, the petitioner may appeal such decision to the town commission in a written petition specifying the reasons for such appeal. Such appeal shall be designated as an appeal of the decision of the town manager and shall refer to the specific decision rendered by the town manager, and must be mailed or delivered to the town clerk's office within 30 days of receipt of the decision of the town manager. Failure to file the appeal within such time limit shall constitute a forfeiture of such right of appeal. Upon receipt by the town of the petition for appeal, the matter shall be scheduled for hearing by the town commission, or its designee, at the earliest possible date, not to exceed 60 days from the date of receipt by the town of the petition for appeal. The date of such scheduled hearing may be rescheduled beyond the 60-day period by mutual agreement of petitioner and the town. The petitioner shall be given reasonable notice of such hearing by certified or registered mail, return receipt requested, sent to the address on the annual solid waste assessment roll or another address if specifically designated in the petition for appeal. The town commission may designate by resolution an independent person or persons, not an employee of the town, to carry out the responsibilities of the town commission to hear, review and render decisions on appeals.
- (i) At any hearing on such petition for appeal formal rules of evidence shall not apply, but fundamental due process and the essential requirements of law shall be observed and shall govern the proceedings. The

burden shall be on the petitioner to prove the right to the relief requested by clear and convincing evidence. All witnesses shall be placed under oath or affirmation by any officer permitted under Florida law to administer oaths or by the town clerk. Petitioner and the town shall have the right to:

- (1) Call and examine witnesses;
 - (2) Introduce exhibits;
 - (3) Cross examine witnesses on any relevant matter; and
 - (4) Rebut the evidence.
- (j) At all hearings, the town commission or town commission designee shall hear and consider all facts material to the petition and thereafter the town commission or town commission designee, also considering the provisions of the town Code and amendments thereto, as well as the purposes and intent thereof, may grant or deny, partially or wholly, the relief requested in the petition. The decision of the town commission or town commission designee, resulting from a hearing, shall be final and no petition for rehearing or reconsideration shall be considered. Any person, including the town and the petitioner, who is aggrieved by any decision of the town commission or town commission designee, may apply in the circuit court of the county within 30 days of rendition of such decision for a review by writ of certiorari in accordance with the applicable Florida Appellate Rules. However, this provision shall not be construed to limit any other remedy provided by law.

(Code 1978, § 10-77; Ord. No. 18-1994, § I, 12-14-1994; Ord. No. 01-2023, § 2, 1-18-2023)



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 18, 2023

Agenda Item No.

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-83 OF CHAPTER 78 OF THE TOWN CODE PERTAINING TO LANDSCAPING AND PUBLICLY ACCESSIBLE GREENWAY TREE PLANTING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- | | | | |
|-------------------------------------|---------------------------------|--------------------------|----------------|
| <input type="checkbox"/> | SPECIAL PRESENTATION/REPORTS | <input type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/> | BOARD APPOINTMENT | <input type="checkbox"/> | OLD BUSINESS |
| <input checked="" type="checkbox"/> | ORDINANCE ON 2nd READING | | |
| <input type="checkbox"/> | NEW BUSINESS | | |
| <input type="checkbox"/> | OTHER | | |

John

Approved by Town Manager 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: 2023.10.12 13:29:05 -04'00'

Date: _____

Anders Viane / Planner

Name/Title

| | | |
|--|--|--|
| Originating Department: Community Development | Costs: \$ Legal Review Funding Source: Legal Acct: #108 <input type="checkbox"/> Finance _____ | Attachments: → Ordinance ____-2023 → TC Memo → Legal Ad Copy |
| Advertised: Date: September 2, 2023 Paper: Palm Beach Post <input type="checkbox"/> Not Required | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone AV or Not applicable in this case Please initial one. |

Summary Explanation/Background:

Staff has received feedback from both development partners and our consultant landscape architects that for our Mixed Use District Section 78-83, our street tree planting standards are difficult to adhere to for cost, availability, and long-term maintenance reasons. Specifically, the N220 project has experienced conflicts where the currently proposed landscaping specs for street tree plantings were too intense; the specimen trees required proved difficult to obtain at the required heights and furthermore created maintenance issues for both the property owner and

FDOT, as these large mature canopy trees create complications for both sidewalk and utility infrastructure upkeep. In order to address these issues and facilitate development along the US-1 corridor, staff has worked to create new regulations that allow for greater flexibility in street tree planting along the street while still retaining the intent of the street tree planting code by providing high quality shaded greenways throughout the Federal Highway Mixed Use Overlay District.

Planning & Zoning Board: This item was considered at the Monday, September 11, 2023 public meeting and the Board recommended **approval at a vote of (5-0)** with the recommendation that accommodation be made for utility conflicts, for which greater flexibility has been added to the text granting staff discretion to waive standards where conflicts with utilities can be documented. Additionally, language encouraging public drinking fountains as a street furnishing item has been removed on the board's recommendation and replaced with decorative fountains instead.

Town Commission 1st Reading: This item came before the Town Commission on first reading on October 4 and was approved at a vote of (5-0) without additional modification.

Recommended Motion: I MOVE TO APPROVE ORDINANCE NO. __-2023 on second reading.

ORDINANCE NO. __-2023

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-83 OF CHAPTER 78 OF THE TOWN CODE PERTAINING TO LANDSCAPING AND PUBLICLY ACCESSIBLE GREENWAY TREE PLANTING REQUIREMENTS; 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, the Town Commission has developed a mixed use zoning code, which has been codified in Chapter 78, Article III, Section 78-83 of the Town's Code of Ordinances; and

WHEREAS, the Community Development staff has recommended that the Town Commission amend Town Code, Chapter 78, Article III, Section 78-83, to allow for flexibility in the landscaping requirements for street tree planting.

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 true and correct and as the legislative findings of the Town Commission.

Section 2. Chapter 78, Article III, Section 78-83 of the Town Code is hereby amended to read as follows:

- a. Providing a tree species that provides substantial shade along the street. Palm trees may compose no more than 25 percent of ~~shall not count toward~~ the required number of street trees.
- i. A minimum of 75~~50~~ percent of the required street trees shall be shade trees, and the remaining street trees may be provided as medium or large flowering trees. Palm trees may be used over and above the minimum number of required street trees. Street trees shall be provided at a ratio of one street tree per 20 feet of street frontage, or a greater ratio thereof, not subtracting ingress and egress dimensions. Where overhead utilities exist, required street trees may be ~~small trees provided~~

~~at a ratio of one street tree per 20 feet of street frontage~~ modified as needed to address documented conflicts with utility infrastructure.

- b. Providing adequate street furnishings such as benches, bus shelters, ~~drinking decorative~~ water fountains etc.
- c. Providing a landscape plan illustrating a significant tree special along the greenway that is distinguishably different from the other streets in terms of color, type and shape.
- d. At the time of planting, the trunk of ~~shade the trees~~ shall be a minimum of ~~745~~ feet clear height to the bottom of the canopy, flowering trees shall be a minimum of 6 feet clear height to bottom of the canopy, and palm trees shall have a minimum of 12 feet of clear trunk.

Section 3. Severability.

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 4. 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 5. Repeal of Laws in Conflict.

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

Section 6. Effective Date.

This Ordinance shall take effect immediately upon adoption by the Town Commission.

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Town of Lake Park
Town Commission Meeting
Meeting Date: October 18, 2023
MIXED USE STREETSCAPE LANDSCAPING TEXT AMENDMENT

Item 5.

STAFF MEMO & PROPOSED ORDINANCE

PROPOSAL

Staff has received feedback from both development partners and our consultant landscape architects that for our Mixed Use District Section 78-83, our street tree planting standards are difficult to adhere to for cost, availability, and long-term maintenance reasons. Specifically, the N220 project has experienced conflicts where the currently proposed landscaping specs for street tree plantings were too intense; the specimen trees required proved difficult to obtain at the required heights and furthermore created maintenance issues for both the property owner and FDOT, as these large mature canopy trees create complications for both sidewalk and utility infrastructure upkeep. In order to address these issues and facilitate development along the US-1 corridor, staff has worked to create new regulations that allow for greater flexibility in street tree planting along the street while still retaining the intent of the street tree planting code by providing high quality shaded greenways throughout the Federal Highway Mixed Use Overlay District.

Planning & Zoning Board: This item was considered at the Monday, September 11, 2023 public meeting and the Board recommended **approval at a vote of (5-0)** with the recommendation that further accommodation be made for utility conflicts, for which greater flexibility has been added to the text granting staff discretion to waive standards where conflicts with utilities can be documented. Additionally, language encouraging public drinking fountains as a street furnishing item has been removed on the board's recommendation and replaced with decorative fountains instead.

Town Commission 1st Reading: This item came before the Town Commission on first reading on October 4 and was approved at a vote of (5-0) without additional modification.

The substance of the code change is detailed below:

- a. Providing a tree species that provides substantial shade along the street. Palm trees may compose no more than 25 percent of ~~shall not count toward~~ the required number of street trees.
- i. A minimum of ~~75~~50 percent of the required street trees shall be shade trees, and the remaining street trees may be provided as medium or large flowering trees. Palm trees may be used over and above the minimum number of required street trees. Street trees shall be provided at a ratio of one street tree per 20 feet of street frontage, or a greater ratio thereof, not subtracting ingress and egress dimensions. Where overhead utilities exist, required street trees may be ~~small trees provided~~



**Town of Lake Park
Town Commission Meeting
Meeting Date: October 18, 2023
MIXED USE STREETSCAPE LANDSCAPING TEXT AMENDMENT**

Item 5.

~~at a ratio of one street tree per 20 feet of street frontage~~ modified as needed to address documented conflicts with utility infrastructure.

- b. Providing adequate street furnishings such as benches, bus shelters, ~~drinking~~ decorative water fountains etc.
- c. Providing a landscape plan illustrating a significant tree special along the greenway that is distinguishably different from the other streets in terms of color, type and shape.
- d. At the time of planting, the trunk of ~~shade the trees~~ shall be a minimum of ~~745~~ feet clear height to the bottom of the canopy, ~~flowering trees shall be a minimum of 6 feet~~ clear height to bottom of the canopy, and palm trees shall have a minimum of 12 feet of clear trunk.

Staff Recommendation: Approval

PUBLIC NOTICE TOWN OF LAKE PARK NOTICE OF PUBLIC HEARINGS

BE ADVISED THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONDUCT A PUBLIC MEETING AT 535 PARK AVENUE TO CONSIDER THE AGENDA ITEM LISTED BELOW ON MONDAY, SEPTEMBER 11, 2023 AT 6:30 PM, OR AS SOON THEREAFTER AS CAN BE HEARD. A QUORUM OF THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

THE TOWN COMMISSION WILL ALSO CONDUCT A PUBLIC HEARING AT 535 PARK AVENUE, LAKE PARK, TO CONSIDER THE AGENDA ITEM LISTED BELOW ON 1ST READING WEDNESDAY, OCTOBER 4, 2023 AT 6:30PM AND 2ND READING WEDNESDAY, OCTOBER 18, 2023, OR AS SOON THEREAFTER AS CAN BE HEARD. (TENTATIVE DATE, PLEASE MONITOR WWW.LAKEPARKFLORIDA.GOV FOR ANY CHANGES). A QUORUM OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

Agenda Item:

The Town of Lake Park is bringing forward text amendments to Section 78-83 of the Mixed Use District to modify certain requirements for street tree landscape plantings.

Records related to this item may be inspected by contacting the Community Development Department at 561-881-3320, or by emailing Anders Viane at aviane@lakeparkflorida.gov. If a person decides to appeal any decision made by the Planning and Zoning Board or Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Town Clerk: Vivian Mendez

PUB: The Palm Beach Post – Saturday, September 2, 2023



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 18, 2023

Originating Department: Public Works

Agenda Title: Update on the Proposed Traffic Calming Town Ordinance and Request for Direction from the Town Commission Regarding Desired Review and Approval Process.

Approved by Town Manager: Bambi McKibbon-Turner **Date:** October 18, 2023

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: 2023.10.13 13:43:32 -04'00'

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

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

Advertised: N/A

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

Attachments:

1. Agenda Request Form
2. Draft Traffic Calming Ordinance and Slide Presentation
3. Excerpt from the Regular Commission Meeting Minutes, dated June 1, 2022
4. Memorandum, dated 1/7/2022, from the Town's Traffic Engineer
5. Sample Traffic Calming Ordinances, City of WPB
6. Sample Traffic Calming Ordinance, City of Boynton Beach
7. Sample Traffic Calming Application

Please initial one:

 Yes, I have notified everyone

 X Not applicable in this case

Background/Summary Explanation:

Traffic calming enhancements and tools (traffic calming) can increase public safety by reducing travel speeds and decreasing the frequency/severity of traffic accidents and may include measures such as traffic signage, lane reduction, speed tables, law-enforcement activities, and

public outreach. The Town Commission also previously expressed a desire to implement traffic calming in the Town.

As a result, in 2020, Traffic Engineer Susan O'Rourke provided a memorandum to the Town regarding traffic calming and enhancements (**Attachment 4**), which recommended one of several available approaches to address the Town's present and future traffic calming needs.

Furthermore, Town Staff also conducted significant research with neighboring municipalities and counties and found wide variation in their approach to traffic calming. For example, the City of Boynton Beach provides only general guidelines on how and when it should consider and implement traffic calming measures (**Attachment 6**). On the other hand, the City of West Palm Beach provides significantly more structure to its traffic calming process (**Attachment 5**). Still, other municipalities, such as the City of Riviera Beach, remain silent about traffic calming in its Code and schedule of services.

The Town Manager believes that the most effective traffic calming programs typically balance objective public desire, technical data, and available funding to systematically prioritize and implement traffic calming.

The Town Commission most recently considered policy and text for a traffic calming Ordinance on June 1, 2022 (**Attachment 3**). Following this meeting, this item was tabled to support adoption of the Town's Mobility Plan (a plan that also includes a Streetscape, Street Trees and Landscape Enhancement Plan), which includes recommendations for implementing traffic calming measures in certain streets/roads.

This agenda item seeks direction from the Town Commission on the proposed Traffic Calming Ordinance language and associated process to address traffic calming requests from Town residents and businesses (**Attachment 2**).

Following the Town Commission meeting of October 18, 2023, this matter will undergo further update by Town Staff and the Town Attorney's Office before returning for public hearings and adoption consideration.

Once adopted, Town Staff will also provide the Town Commission with appropriation recommendations to establish an appropriate initial budget to implement the program. Professional services and construction costs associated with traffic calming projects may be eligible to be funded from Gas Tax and Mobility Fee revenue or both. A traffic engineer's review and recommendation is a vital component to the review process and currently, these services are contracted for a fee, depending on the nature of the review.

Finally, through Adoption of Resolution 51-08-23, the Town Commission previously authorized a \$50.00 fee associated with the submittal of an Application for Traffic Calming Measures. This fee will offset certain operational and administrative costs associated with preparing recommendations for the Town Commission regarding said Application. .

Recommended Motion:

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

ORDINANCE XX-XXXX

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND ESTABLISHING A COMPREHENSIVE TRAFFIC CALMING POLICY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF 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 Chapters 163, Florida Statutes; and

WHEREAS, the Town is responsible for maintaining and operating its traffic and transportation systems and associated infrastructure; and

WHEREAS, the Town Commission desires to implement traffic calming strategies to promote public safety, and mobility, and reduce environmental impacts associated with transportation systems; and

WHEREAS, the Town Manager has also recommended the establishment of a Traffic Calming Ordinance to promote a safer and more connected transportation system for the community; and

WHEREAS, the Town Commission has determined that establishing a Traffic Calming Ordinance would further the public's health, safety, and general welfare.

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

Section 1. The foregoing recitals are hereby incorporated herein as true and correct.

Section 2. ARTICLE IV - TRAFFIC CALMING.

Sec. 30-71. - Purpose.

Traffic calming strategies reduce hazardous speeds for motor vehicles and the severity and frequency of motor vehicle collisions. Additionally, traffic calming increases the safety and the perception of safety for non-motorized street users, reduces the need for police enforcement, and enhances the street environment, among other benefits. Accordingly, this Ordinance of the Town Commission establishes policy related to traffic calming in the town, establishes a formal process by which residents and business owners of the town can request the implementation of traffic calming strategies in the community, and establishes a process by which such requests can be systematically and objectively evaluated by an advisory body, approved by the Town Commission, based on established, data-driven criteria, prioritized and funded for implementation.

Sec. 30-72. - Definitions.

Appropriation means a sum of funding or total of assets dedicated by the Town Commission to a special purpose, i.e., Traffic calming.

Traffic Calming means a combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users.

Traffic Count means a count of vehicular traffic, which is conducted during both peak and off-peak periods, along a particular road, path, or intersection.

Traffic Study means an engineering investigation to evaluate a transportation system. The study is a means of identifying and documenting any deficiencies or improvements (operational and/or physical) necessary to accommodate current or projected traffic volumes.

Sec. 30-73. - Criteria.

The Town Commission shall consider a request for placement of traffic calming measures upon meeting **all** the following criteria:

- (1) The street is publicly dedicated, maintained by the town and located within a residential zoning district;
- (2) The area to be traffic calmed is at least 600 feet in length, between intersections;
- (3) The street is not an alley or a dead-end;
- (4) The street is not part of a bus route, a detour route, an evacuation route and/or an important access route for emergency vehicles; and will not block access to fire hydrants or impair travel for fire, rescue or solid waste vehicles.
- (5) A traffic study has been completed by Town staff or a qualified consultant contracted by the Town to determine and analyze traffic counts;
- (6) The 85th percentile speed is greater than 30 mph for those streets posted at 25 mph, or greater than 35 mph for those streets posted at 30 mph;

- (7) Traffic counts on the street are more than 500 but less than 3,000 vehicles per day;
- (8) For requests for a street identified on the Town's Mobility Plan, the requested traffic calming measures must be consistent with the Town's Mobility Plan and will require prioritization of such street by the Town Commission, contingent on available funds;
- (9) There must be written support, in the form of a petition with names, signatures and property addresses, from at least 75 percent of the residents whose properties front the area proposed to be traffic calmed. Such support must include 51 percent of the actual property owners.

Sec. 30-74. - Final authority of Town Commission.

Notwithstanding any other provision of this Article, the Town Commission retains the right to initiate, approve, deny or remove any traffic calming measure or appurtenant landscaping on any street within the town limits pursuant to the criteria and process outlined in this Article.

Sec. 30-75. - Organization.

The public works director or designee shall serve as the principal point of contact for the program and shall coordinate review of applications for traffic calming measures, pursuant to the required criteria, with the Town's public works department, community development department, in-house or contracted traffic engineer, Palm Beach County Sheriff's Office (PBSO), Palm Beach County Fire Rescue (PBCFR) (collectively, "Application Reviewers"), and with any other agency or organization, public or private, having an interest in the application.

The public works director, with the advice of Application Reviewers, shall establish forms required for the effective implementation and enforcement of this Ordinance; the public works director shall also review the application fee annually and shall recommend fee adjustments as needed.

Sec. 30-76. - Duties and responsibilities of Application Reviewers.

Application Reviewers shall:

- 1. Review all applications for traffic calming measures to ensure that all applications comply with the criteria established in the Code of Ordinances;
- 2. Recommend procedures for the uniform review and evaluation of applications for traffic calming measures;
- 3. Recommend to the Town Commission approval or disapproval of applications for traffic calming measures;
- 4. Evaluate and make recommendations to the Town Commission as to the traffic calming measure recommended for approval;
- 5. Evaluate and make recommendations to the Town Commission as to the priority of applications for traffic calming recommended for approval.

Sec. 30-77. - Application review cycles and procedure.

- (a) Applications for traffic calming shall be reviewed on a first-come, first-serve basis pursuant to a complete application received by the Town's Public Works Department utilizing the application form provided by the Town and payment of the application fee established by Resolution of the Town Commission. No more than three traffic calming applications will be reviewed per fiscal year given their review and implementation funding implications. The Town Commission reserves the right to deny any application for traffic calming measures, following presentation by Town Staff, due to funding limitations, or inapplicability to approved plans and studies. All completed applications received shall be reviewed within 60 days and presented to the Town Commission within 90 days. If approved by the Town Commission based on the data and recommendations provided by all Application Reviewers (including cost estimates by the traffic engineer), the Public Works Department shall then move forward in soliciting final implementation costs.
- (b) Applications shall be reviewed in this order (some reviews may occur concurrently as needed and appropriate):
- (1) Public Works Department (review for completeness; gather necessary traffic counts and initiate traffic study)
 - (2) Palm Beach County Sheriff's Office (PBSO) (provide necessary data and review)
 - (3) In-house or Contracted Traffic engineer (review raw data; produce traffic study; provide recommendations, including recommended traffic enhancement tools, infrastructure or landscaping, consistent with the Manual on Uniform Traffic Control Devices (MUTCD), as applicable and their estimated cost for implementation)
 - (4) In-house or Contracted Landscape Architect (for appropriateness and consistency with the Town Code, if landscaping traffic enhancement tools are recommended)
 - (5) Palm Beach County Fire Rescue (PBCFR) (review final recommendations for any conflicts)
 - (6) Community Development Department (review application and final recommendations for a consistency with the Town's Mobility Plan and Streetscape, Street Trees and Landscape Enhancement Plan, as applicable)
 - (7) Other agencies or organizations, public or private, having an interest in the application.
- (c) Accepted applications shall be reviewed and evaluated within sixty (60) calendar days from date of receipt.

Sec. 30-78. - Removal of traffic calming measures.

Requests for removal of installed traffic calming measures shall follow the same procedure as applications for such measures, shall be evaluated by the Application Reviewers and presented for consideration by the Town Commission in a public meeting. Removal of installed traffic calming measures shall be at the expense of the party requesting removal. If multiple measures

are in place, the Town Commission may approve removal of traffic calming measures other than those requested.

Sec. 30-79. - Funding.

Funding for the implementation of approved applications for traffic calming measures shall be funded as follows:

- (a) Direct Appropriation: The Town Commission, through the normal budget development process, appropriates funding for Professional Services, Contractual Services and Roads Improvements, including traffic calming.
- (b) Mobility Fee: The Town Commission, following established procedures, may designate certain mobility fees to fund authorized traffic calming projects consistent with the Town's mobility plan.
- (c) Grants and Alternative Sourced Funding: The Town shall leverage available Federal, State, and local sources of grant-based and other funding for the implementation of approved traffic calming initiatives. Potential sources include the U.S. Department of Transportation (DOT), Federal Highway Administration (FHA), Florida Department of Transportation (FDOT), and the Transportation Planning Agency (TPA) of Palm Beach County.
- (d) Special Assessments: At the request of an interested party and upon approval by the Town Commission, an application for traffic calming may be funded through special assessment to the property owners benefitting from the implementation of a traffic calming treatment. Coordination for special assessment shall be completed following established procedures and applicable Ordinances.
- (e) Private Funding: Private individuals may donate privately-sourced funding for the purpose of implementing traffic calming measures approved by the Town Commission.

Sec. 30-80. – Enforcement

All approved traffic calming applications shall be subject to the maintenance (and other) conditions associated with the approval Resolution.

Sec. 30-81. – Maintenance Responsibility

Responsibility for the maintenance of approved and constructed traffic calming devices on Town-owned roads shall rest with the Town and be managed by the Town's Public Works Department.

Sec. 30-82. — Sec. 30-99. - Reserved.

Sec. XX-XXX. Severability.

If any section, phrase, sentence 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.

Sec. XX-XXX. Repeal of Laws in Conflict.

All ordinances or parts of ordinances of the Town of Lake Park, Florida, which are in conflict herewith are hereby repealed to the extent of such conflict.

Sec. XX-XXX. Effective Date. This Ordinance shall take effect upon execution.

Traffic Calming Program Overview and Operating Procedures

Roberto Travieso
Public Works Director



Presentation Agenda



1. What is Traffic Calming?
 - a. Definition
 - b. Benefits
2. Eligibility Criteria
3. Implementation Procedures
4. Other Considerations





Traffic Calming Definition

Traffic Calming is the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior and improve conditions for non-motorized street users.

- National Institute of Transportation Engineers





Traffic Calming Benefits

Traffic calming strategies reduce hazardous speeds for motor vehicles and the severity and frequency of motor vehicle collisions. Additionally, traffic calming increases the safety and the perception of safety for non-motorized street users, reduces the need for police enforcement, and enhances the street environment, among other benefits.



Eligibility Criteria



The Town Commission shall consider a request for placement of traffic calming measures upon meeting all the following criteria:

1. The street is publicly dedicated, maintained by the town and located within a residential zoning district;
2. The area to be traffic calmed is at least 600 feet in length, between intersections;
3. The street is not an alley or a dead-end;

Eligibility Criteria (Cont.)



4. The street is not part of a bus route, a detour route, an evacuation route and/or an important access route for emergency vehicles; and will not block access to fire hydrants or impair travel for fire, rescue or solid waste vehicles.
5. A traffic study has been completed by Town staff or a qualified consultant contracted by the Town to determine and analyze traffic counts;
6. The 85th percentile speed is greater than 30 mph for those streets posted at 25 mph, or greater than 35 mph for those streets posted at 30 mph;

Eligibility Criteria (Cont.)



7. Traffic counts on the street are more than 500 but less than 3,000 vehicles per day;
8. For requests for a street identified on the Town's Mobility Plan, the requested traffic calming measures must be consistent with the Town's Mobility Plan and will require prioritization of such street by the Town Commission, contingent on available funds;



Eligibility Criteria (Cont.)



9. There must be written support, in the form of a petition with names, signatures and property addresses, from at least 75 percent of the residents whose properties front the area proposed to be traffic calmed. Such support must include 51 percent of the actual property owners.





Implementation Procedures



Requestor
submits
Application

Traffic Study

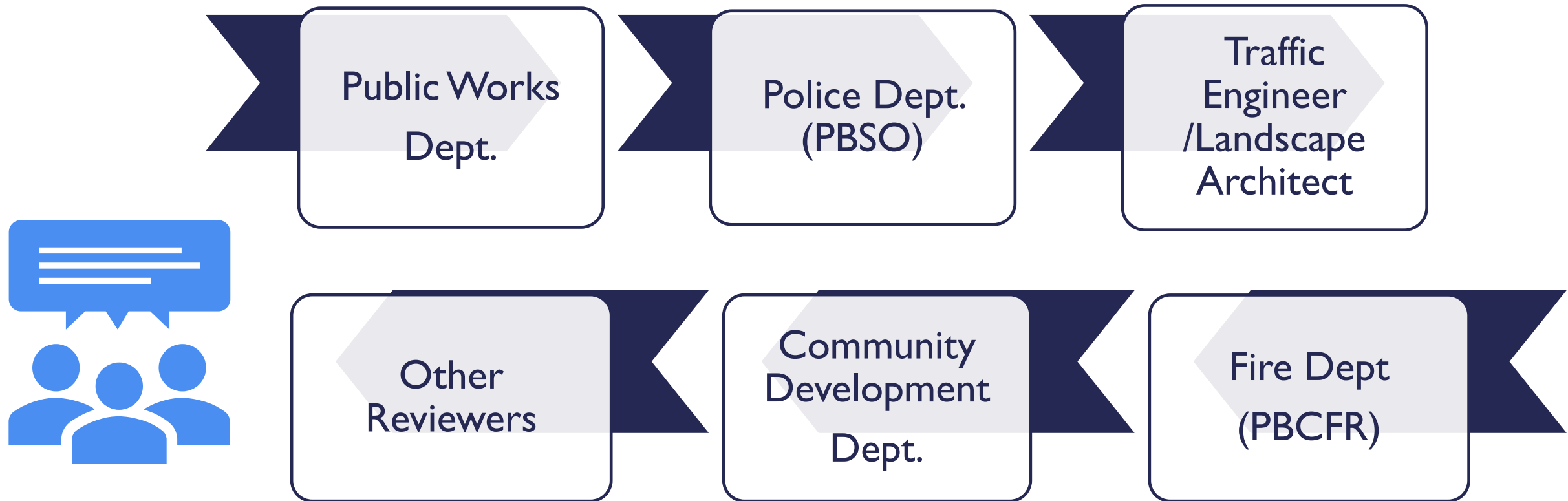
Application
Review*

Construction
of Traffic
Calming
Device

Procurement
Process

Public Hearing
• Application
Approved?

Application Reviewer Workflow*



Other Considerations



- Application consists of the Town Application Form, Petition Form, and Application Fee payment (\$50 for FY-24)
- Ordinance limits annual applications to three (3) per Fiscal year
- **Traffic Study/Review Period:** Within Sixty (60) days from receipt of a complete application
- **Presentation to Town Commission:** Within Ninety days from receipt of a complete application
- Projects quota excludes Town-initiated traffic calming projects, that may be initiated at the Town's discretion



Other Considerations (Cont.)

- Town's Purchasing Ordinance and other applicable policies/procedures still apply
- Once approved, Town staff will proceed expeditiously to design and implement approved projects
- Funding from Mobility Fees currently available
- Town assumes maintenance responsibility for traffic calming devices on Town-owned roads
- Once adopted, program information, forms will be posted on Town's website and the program will be advertised to the public



Learn More About Traffic Calming

Visit the Town's Public Works Department webpage to information about Traffic Calming and other programs.



www.lakeparkflorida.gov/projects



[\(561\) 881-3345](tel:(561)881-3345)



publicworks@lakeparkflorida.gov





Discussion/Questions

Motion passed 5-0.

8. Resolution 36-06-22 Adopting an Amended CRA Plan.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, RELATING TO COMMUNITY REDEVELOPMENT; ADOPTING AN AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE LAKE PARK COMMUNITY REDEVELOPMENT AREA; AUTHORIZING IMPLEMENTATION OF THE PLAN; DIRECTING THE TOWN MANAGER TO TRANSMIT THE AMENDED COMMUNITY REDEVELOPMENT PLAN TO PALM BEACH COUNTY.

Director of Community Development DiTommaso and Kevin Crowder of Business Flare explained the item.

Motion: Commissioner Michaud moved to approve Resolution 36-06-22; Commissioner Taylor seconded the motion.

Vote on Motion:

| Commission Member | Aye | Nay | Other |
|------------------------|-----|-----|----------|
| Commissioner Linden | X | | |
| Commissioner Michaud | X | | |
| Commissioner Taylor | X | | |
| Vice-Mayor Glas-Castro | | | Via Zoom |
| Mayor O'Rourke | X | | |

Motion passed 5-0.

9. Update on the Town Ordinance Associated with Implementation of a Traffic Calming Program and Request for Direction from the Town Commission Regarding Desired Review Process and Committee Structure.

Director of Public Works Travieso explained the item. Commissioner Michaud requested clarification of the section titled "Members; appointment; term" as related to the selection of a Town Resident. Director of Public Works Travieso explained the selection process and suggested a lengthy term limit for consistency. Commissioner Linden suggested improvements to the sections titled Criteria, Funding, Landscaping, etc., of the Draft Traffic Calming Ordinance. He announced that he was opposed to implementing an application fee. Vice-Mayor Glas-Castro explained that municipalities offer Special Assessment guidelines; she also suggested improvements to the Draft Traffic Calming Ordinance. Mayor O'Rourke agreed with the suggestions of Vice-Mayor Glas-Castro.

10. Discussion of the Election Process with the Department of Justice.

Town Attorney Baird explained the item (see Exhibit "B"). Discussion ensued regarding the Limited Voting System. Mayor O'Rourke believed the Town of Lake Park Voting System was unconstitutional because it allowed the resident to only vote for one Candidate. Commissioner Taylor expressed support of the Limited Voting System. Commissioner Linden believed the system was unfair. Vice-Mayor Glas-Castro

TRAFFIC CALMING AND ENHANCEMENTS

Prepared for: Town of Lake Park

Prepared by: O'Rourke Engineering & Planning

May 8, 2020

Updated August 4, 2020

Updated January 7, 2022

Introduction

The Town of Lake Park has undertaken a speed survey and neighborhood street evaluation to address concerns related to neighborhood travel speeds. The street design should support the desire for lower residential speed limits. This technical memorandum provides a brief description of the Town character followed by the proposed process for evaluation the local/ neighborhood street. The reader is encouraged to review the content of the Neighborhood Mobility Speed Surveys and Roadway Enhancement Report.

Street Characteristics

The Town of Lake Park has a well- connected street system with arterial roadways connected by a grid of local residential streets. All of the streets have residential frontage and most have wide rights of way which include sidewalks and swales. Some but not all have street trees. The geometry is linear in most cases with the exception being those roadways branching out from Seminole Boulevard. That area has some curvature within the roadways. Several roadways have beautiful landscaped medians.

Most of the roadways provide a "clean shot" to travel from one street to another. This design can lead to increases in speed as drivers leave their own neighborhood street and enter another neighborhood street before reaching an arterial where increased speeds are properly assigned.

Establishing the Program

There may be many neighborhoods that desire enhancements to control speed or traffic flow. In order to evaluate the need for enhancements and prioritize the improvements most needed, a program has been recommended.

The steps to establish the program include:

Step 1 - The Town should select a committee or appoint staff to serve as a review committee to manage the Neighborhood Program. Suggested members include: PBSO, PW, citizen appointee.

Step 2: Develop funding mechanisms and budget line items for neighborhood enhancements. An initial budget of \$2,500-3,500 per street is suggested to evaluate and recommend improvements, and \$10,000-30,000 per street to implement improvements. The number of streets to include in the annual budget will be subject to the funding available.

Step 3: Provide information on the program and the forms to the public via the website.

Step 4: Meet quarterly to review the requests. Request additional support from staff to complete the forms if necessary. Prioritize the requests and present the findings to the Town Public Works Director.

Step 5: Retain consultant to develop strategies for Neighborhood enhancements for the top priority rankings.

Step 6: Invite affected neighbors to the Neighborhood Enhancement Committee Meeting to review Consultants idea and make recommendations.

Step 7: Implement the prioritized projects.

Once the program is in place, community members can submit their requests through the town website.

Attachment A provides the Neighborhood Request form and evaluation criteria.

Examples of Neighborhood Enhancement

There are many forms of neighborhood enhancements and traffic control. Standard features include the stop signs, speed bumps, speed tables. Enhancing the street through street trees, lateral bump outs, on-street parking and textured pavement can also have an impact on travel speed. Some drivers just need to -be reminded to slow down within a neighborhood. For others, the effect of narrowing the road (bump outs, on-street parking) or even just the perceived narrowing of the view corridor through the application of street trees can have a measured effect on speed.

Additional strategies that can be implemented include education and enforcement. The Town and Palm Beach Sheriff's Office have tools to include; individual and community meetings, covert and visible speed measuring devices, and ticketing if necessary.

This discussion is not intended to be a complete tutorial on traffic calming nor a complete tool kit. Rather an introduction to some of the options.

The following links provide additional information on traffic calming.

<https://www.ca-ilg.org/sites/main/files/file-attachments/toolkit.pdf?1370017042>

<https://www.lgc.org/wordpress/wp-content/uploads/2013/08/traffic-calming-guidebook.pdf>

Attachment B includes examples of features that could be implemented.

Enhanced Mobility Options

The Town of Lake Park has an extensive pedestrian network. The bike connectivity is not as clearly defined. Similarly, the Town has considered the addition of "micro-mobility" options such as scooters. The neighborhood form could have a section added to address other modes of travel and the need to evaluate connectivity of a street/ neighborhood through other means beside the automobile. As a result of that addition, enhancements could include, bike lanes, racks, or other micro-mobility stations and signage.

Next Steps

The Town of Lake Park can begin the Neighborhood Street Enhancement Program, one street at a time.

ATTACHMENT A
NEIGHBORHOOD ENHANCEMENT FORM
AND
SAMPLE USING POPLAR

| | | |
|---------------------------------------|--|--|
| Date: | | |
| Neighborhood Name/Street Name: | | |
| Current Speed Limit: | | |
| Request for Traffic Calming: | | |
| Number of Houses on Block: | | |

| Measure | Target | Scoring | Possible Points | Total Points |
|--|----------------------|---------------------------------|-----------------|--------------|
| A. ADT | 10x Number of Houses | 0.5 x Target = | 1 | |
| <div style="border: 1px solid black; width: 100px; height: 15px;"></div> | | 1.0 to 1.25x Target = | 2 | |
| Enter ADT | | 1.25-1.5 x Target = | 3 | |
| | | 1.5-2.0 x Target = | 4 | |
| | | >2.0 x Target = | 5 | |
| B. Speed | Speed Limit | 95-100% = | 1 | |
| <div style="border: 1px solid black; width: 100px; height: 15px;"></div> | | 85-95% = | 2 | |
| Enter 85% Speed | | 75-85% = | 3 | |
| | | 50-75% = | 4 | |
| | | >50% = | 5 | |
| C. School Age Children on Block | N/A | 0 children = | 1 | |
| <div style="border: 1px solid black; width: 100px; height: 15px;"></div> | | 1-5 children = | 2 | |
| Enter # of children 3-18 | | 5-10 children = | 3 | |
| | | 10-20 children = | 4 | |
| | | >20 children = | 5 | |
| D. Cut Through Route | Less than 10% | No = | 1 | |
| (Cut through should be measured but by inspection OK) | | Potential | 3 | |
| | | Yes | 5 | |
| E. Presence of Traffic Control | More than 4 | 0 = | 5 | |
| (Include end points) | | 1 = | 4 | |
| (List or attach photos of condition diagram) | | 2 = | 3 | |
| | | 3/4 = | 2 | |
| | | >5 = | 1 | |
| F. Presence of Enhancements, Lateral Features/ Restrictions, Street Trees, Street Furniture | | 0 = | 5 | |
| (List or attach photos of condition diagram) | | 1 = | 4 | |
| | | 2 = | 3 | |
| | | 3/4 = | 2 | |
| | | >5 = | 1 | |
| G. Crashes in Previous 12 months | | 0 = | 0 | |
| <div style="border: 1px solid black; width: 100px; height: 15px;"></div> | | 1 = | 2 | |
| Enter # of crashes | | 2 = | 3 | |
| | | 3 = | 4 | |
| | | 4 = | 5 | |
| Total Points: | 17-25 | Good Candidate for Enhancements | | |
| | 10 -17 | Further Evaluation Needed | | |
| | <10 | No Enhancements Needed | | |
| Multimodal Considerations (pedestrian linkages, bike lanes, transit): | | | | |
| | | | | |

| | | |
|---|--------------|--|
| Date: | 8/5/2020 | |
| Neighborhood Name/Street Name: | Poplar Drive | |
| Current Speed Limit: | 25 | |
| Person requesting Traffic Calming: | Consultant | |
| Number of Houses on Block: | 30 | |

| Measure | Target | Scoring | Possible Points | Total Points |
|--|----------------------|---------------------------------|-----------------|--------------|
| A. ADT | 10x Number of Houses | 0.5 x Target = | 1 | |
| <input type="text"/> | | 1.0 to 1.25x Target = | 2 | 2 |
| Enter ADT | | 1.25-1.5 x Target = | 3 | |
| | | 1.5-2.0 x Target = | 4 | |
| | | >2.0 x Target = | 5 | |
| B. Speed | Speed Limit | 95-100% = | 1 | |
| <input type="text"/> | | 85-95% = | 2 | |
| Enter 85% Speed | | 75-85% = | 3 | 3 |
| | | 50-75% = | 4 | |
| | | >50% = | 5 | |
| C. School Age Children on Block | N/A | 0 children = | 1 | |
| <input type="text"/> | | 1-5 children = | 2 | |
| Enter # of children 3-18 years old | | 5-10 children = | 3 | 3 |
| | | 10-20 children = | 4 | |
| | | >20 children = | 5 | |
| D. Cut Through Route | Less than 10% | No = | 1 | |
| (Cut through should be measured, but by inspection 'OK') | | Potential | 3 | 3 |
| | | Yes | 5 | |
| E. Presence of Traffic Control | More than 4 | 0 = | 5 | |
| (Include end points) | | 1 = | 4 | |
| (List or attach photos of condition diagram) | | 2 = | 3 | |
| | | 3/4 = | 2 | 2 |
| | | >5 = | 1 | |
| F. Presence of Enhancements, Lateral Features/ Restrictions, Street Trees, Street Furniture | | 0 = | 5 | 5 |
| (List or attach photos of condition diagram) | | 1 = | 4 | |
| | | 2 = | 3 | |
| | | 3/4 = | 2 | |
| | | >5 = | 1 | |
| G. Crashes in Previous 12 months | | 0 = | 0 | |
| <input type="text"/> | | 1 = | 2 | 2 |
| Enter # of crashes | | 2 = | 3 | |
| | | 3 = | 4 | |
| | | 4 = | 5 | |
| Total Points: | 17-25 | Good Candidate for Enhancements | | |
| | 10 -17 | Further Evaluation Needed | | |
| | <10 | No Enhancements Needed | | |
| Total Score: 20 | | | | |
| Multimodal Considerations (pedestrian linkages, bike lanes, transit): Sidewalk both sides. Nearest transit stops 0.2 miles away. (Routes 20, 21 & 33) | | | | |

ATTACHMENT B

EXAMPLES OF STREET ENHANCEMENTS AND TRAFFIC CALMING TOOLS

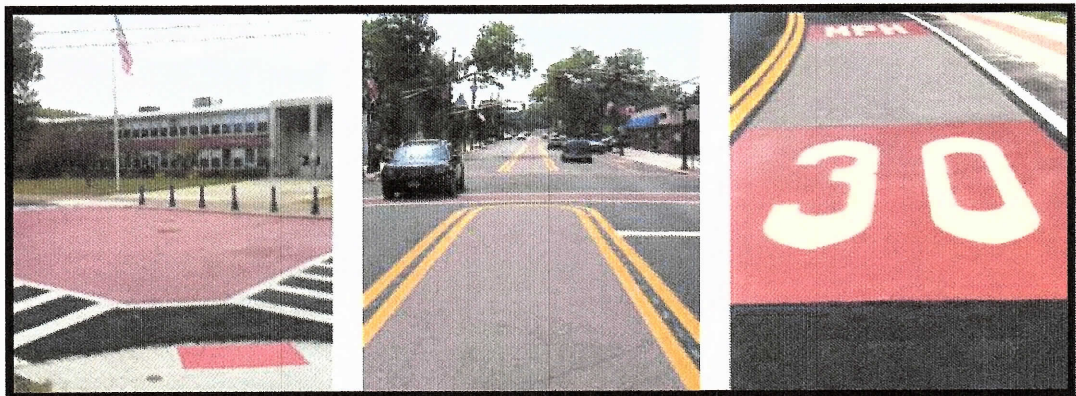


Crosswalk Enhancement

Raised Intersection

Gateway Treatment

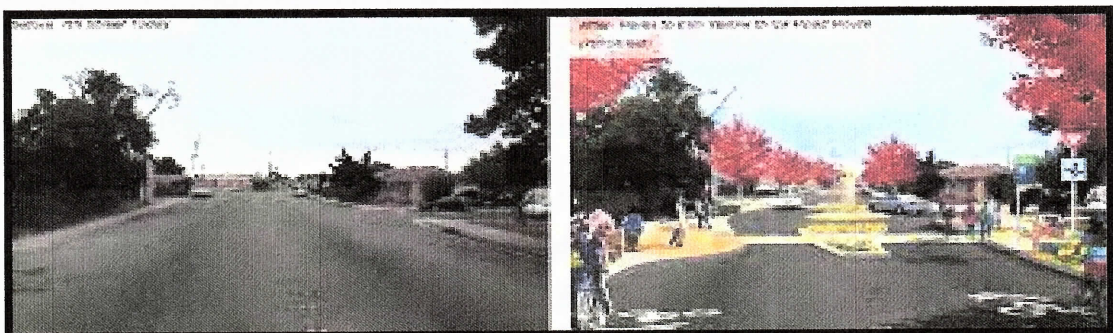
Flush Bump Out



Flush Intersection

Flush Median

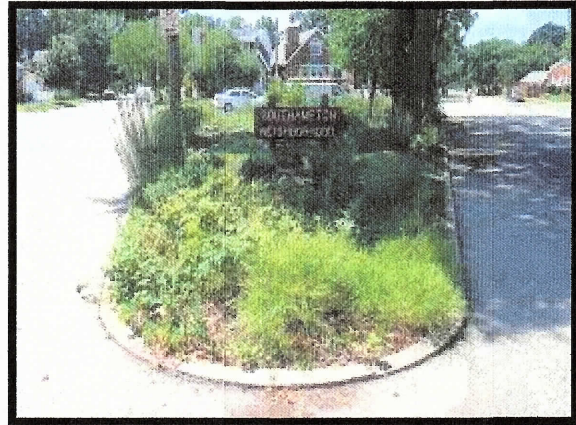
Warning Patch



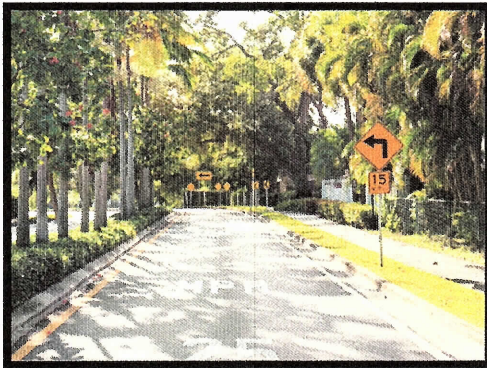
Comprehensive Vision



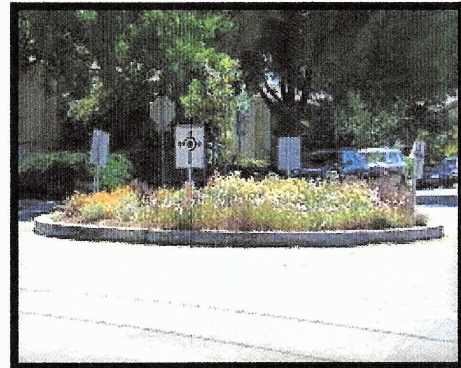
Bike Lane



Entry Treatment



Street Trees



Traffic Circle



Street Furniture

DIVISION 1. - GENERALLY

Sec. 86-350. - Criteria.

To be eligible for consideration for traffic calming measures, a residential street must meet all of the following criteria:

- (1) The street is publicly dedicated, maintained by the city and located within a residential zoning district;
- (2) The area to be traffic calmed is at least 800 feet in length, between intersections;
- (3) The street is not an alley or a dead-end;
- (4) The street is not part of a bus route, a detour route, an evacuation route and/or an important access route for emergency vehicles;
- (5) Traffic counts on the street are more than 600 but less than 3,000 vehicles per day;
- (6) There must be written support from at least 75 percent of the residents and/or business owners whose properties front the area proposed to be traffic calmed, and such support must include 51 percent of the actual property owners.

(Ord. No. 3805-04, § 2, 12-6-2004)

Sec. 86-351. - Final authority of commission.

Notwithstanding any other provision of this article, the city commission retains the right to initiate, approve, deny or remove any traffic calming measure or appurtenant landscaping on any street within the city limits.

(Ord. No. 3805-04, § 2, 12-6-2004)

Secs. 86-352—86-369. - Reserved.

DIVISION 2. - TRAFFIC CALMING ADVISORY COMMITTEE

Sec. 86-370. - Establishment of traffic calming advisory committee.

The traffic calming advisory committee is hereby established as an advisory body to the city.

(Ord. No. 3805-04, § 2, 12-6-2004)

Sec. 86-371. - Members; appointment; term.

The traffic calming advisory committee shall consist of seven members who shall be appointed by the mayor. Members shall include the following from city staff: director of public works, one member from engineering services, a transportation planner, the operations and maintenance superintendent (streets), a fire department representative, and a police traffic operations representative. One member shall be a citizen who resides within the city, appointed by the mayor, who shall serve without compensation. Where possible, the resident member shall rotate each term among the different neighborhoods. The mayor may appoint other staff to attend and participate in meetings but such persons shall not vote. Members of the committee shall be appointed for a term of three years, unless removed by the mayor. Any vacancy shall be filled by the mayor for the remainder of the unexpired term. Members shall be deemed to continue to hold office until a successor has been appointed.

(Ord. No. 3805-04, § 2, 12-6-2004; Ord. No. 4834-19, § 1, 3-25-2019)

Sec. 86-372. - Organization.

- (a) One member from engineering services shall serve as chair of the traffic calming advisory committee and shall call meetings as necessary and shall preside at its meetings. The committee may formulate rules, regulations and procedures for the conduct of its business. The transportation planner shall serve as vice-chair of the traffic calming advisory committee and shall preside in the absence of the chair.
- (b) All meetings shall be open to the public. The committee shall keep a record of its discussions, findings regarding each application, ranking recommendations and other official actions. All records of meetings shall be public record and available from the public utilities department.

(Ord. No. 3805-04, § 2, 12-6-2004; Ord. No. 4834-19, § 1, 3-25-2019)

Sec. 86-373. - Duties and responsibilities.

The duties and responsibilities of the traffic calming advisory committee shall include the following:

- (1) To review all applications for traffic calming measures to ensure that all applications comply with the criteria established in the Code of Ordinances;
- (2) To adopt procedures for the review and evaluation of applications for traffic calming measures;
- (3) To recommend to the city commission approval or disapproval of applications for traffic calming measures;
- (4) To evaluate and make recommendations to the city commission as to the traffic calming measure recommended for approval;
- (5) To evaluate and make recommendations to the city commission as to the priority of applications for traffic calming recommended for approval;
- (6) To ensure that traffic calming measures will not block access to fire hydrants or impair travel for fire, rescue or solid waste vehicles.

(Ord. No. 3805-04, § 2, 12-6-2004)

Sec. 86-374. - Application; review cycles.

- (a) Applications for traffic calming will be handled on a bi-annual review cycle. Applications for traffic calming will only be accepted during the months of April and October each year.
- (b) Requests for traffic calming measures shall be made only on application forms approved by the traffic engineer accompanied by payment of the application fee. The city reserves the discretion to deny any application for traffic calming measures.
- (c) Notwithstanding the foregoing, the city commission retains the right to initiate, approve, deny or remove any traffic calming measure or appurtenant landscaping on any street within the city limits.

(Ord. No. 3805-04, § 2, 12-6-2004)

Sec. 86-375. - Procedure.

Timely filed applications for traffic calming will be reviewed for completeness. Accepted applications will be reviewed and evaluated by the traffic calming advisory committee. The recommendations of the traffic calming advisory committee will be considered by the city commission at a public meeting. The city may deny any applications for traffic calming measures. The city may approve traffic calming measures other than those requested. Installation of traffic calming measures shall be made in accordance with state law and city ordinances.

(Ord. No. 3805-04, § 2, 12-6-2004)

Sec. 86-376. - Removal of traffic calming measures.

Requests for removal of installed traffic calming measures shall follow the same procedure as applications for such measures and shall be reviewed by the traffic calming advisory committee and approved by the city commission. Removal of installed traffic calming measures shall be at the expense of the party requesting removal.

(Ord. No. 3805-04, § 2, 12-6-2004)

Sec. 86-377. - Landscaping.

- (a) The feasibility of landscaping traffic calming measures shall be determined by the traffic calming advisory committee and approved by the city commission.
- (b) Landscaping of traffic calming measures shall be in accordance with a plant palette established by the director of planning and zoning based on the plant materials and specifications set forth in chapter 94 of the City Code of Ordinances.
- (c) The applicant requesting traffic calming will be expected to donate the approved landscaping materials.
- (d) The residents and/or businesses with property within 100 feet of and fronting the traffic calmed area

agree to maintain the landscaping in accordance with the City Code of Ordinances.

- (e) In the event the installed landscaping within the traffic calming measure is not maintained in accordance with the requirements of chapters 78 and 94 of the City Code of Ordinances, the director of public utilities may recommend removal of the landscaping to the city commission and shall provide written notice to the residents and/or business owners with property within 100 feet of and fronting the traffic calmed area that such recommendation will be made to the city commission and providing the meeting date. Such notice shall be given least ten prior to the date of the city commission meeting.
- (f) If the city determines that the landscaping obstructs the view of traffic, creates other traffic hazards or creates a public safety concern, the mayor shall have the authority to direct removal of the landscaping.

(Ord. No. 3805-04, § 2, 12-6-2004)

Secs. 86-378—86-429. - Reserved.

Sec. 14-6. Traffic calming measures.

Item 6.

(a) The city shall consider placement of traffic calming measures only upon completion of an initial traffic study. Traffic calming shall be considered:

(1) Only on those local streets with average daily traffic volumes greater than 500 vehicles per day; and

(2) Only when the 85th percentile speed is greater than 30 mph for those streets posted at 25 mph, or greater than 35 mph for those streets posted at 30 mph.

(b) Signing, striping and other devices identifying traffic calming measures shall conform to the current Manual on Uniform Traffic Control Devices.

(Ord. No. 02-009, § 2, 2-19-02)

Editor's note-*Former § 14-6, repealed by Ord. No. 85-45, Attach. (b), adopted Aug. 20, 1985, had pertained to speed limits for trains and other railroad vehicles as derived from the 1958 Code, §§ 29-3, 29-3.1.*

Traffic Calming Devices Application

Policy & Procedures

PURPOSE:

These policies and procedures are intended to regulate the uniform application of traffic calming measures in Osceola County. Traffic calming devices are considered to be safety measures designed to counter the adverse impact of speeding and non-resident cut-through traffic on residential streets. There is an array of effective devices that may be used ranging from non-restrictive to restrictive, including but not limited to the following:

Non-Restrictive

Neighborhood Education
Selective Enforcement
Regular Signing
Temporary Radar Signs
Permanent Radar Signs
Landscaping

Restrictive

Median Chokers
Speed Tables
Speed Humps
Traffic Circles
Turn Prohibition

There may be other types of traffic calming measures not listed above with varying degree of success and cost-effectiveness. Consideration should only be given to those measures that have proven to be effective in practice.

POLICY:

To be effective, traffic calming devices must be carefully considered and applied on local streets where speeding and non-resident cut-through traffic may adversely impact the safety and quality of life in the community. The following general policies shall apply:

- Less restrictive and the least costly methods should be attempted prior to the application of more restrictive traffic calming such as speed tables or humps, street closures, etc.
- Restrictive traffic calming devices should not be applied on classified roadways (collectors and arterials).
- Installation of restrictive devices on horizontal curvatures, near intersection, or in combination with other safety or regulatory measures is not recommended.
- Unwarranted “STOP” signs shall not be used as traffic calming devices.
- Traffic calming on un-improved (dirt) roads is not recommended.

WARRANTS:

In order for a candidate location to be considered for restrictive traffic calming, Osceola County’s Traffic Engineer must determine that the installation of such devices are justified based on a traffic study. A candidate location may be considered for traffic calming if all of the criteria are satisfied:

- 1) The candidate roadway is a local street or qualifying collector, and
- 2) The average daily traffic (ADT) is less than 2000 vehicle per day (VPD); and
- 3) The candidate roadway length is greater than 1500 feet.
- 4) The official posted speed is 35 mph or less, and
- 5) The median speed is at least 25% over the posted speed.

Collector roads with an ADT of less than 2000 VPD may be considered for restrictive traffic calming on a case-by-case basis if in the County Traffic Engineer's opinion further increases in traffic volumes or congestion level are not anticipated.

Nothing here shall limit Traffic Engineer's ability to install any devices upon County roadway system that in Traffic Engineer's sole opinion is justified for the maximum safety of the motorists or the residents.

PROCEDURES:

In order to apply the policies in a uniform manner, the following procedures are established:

1. Applicant files an application with the County's Traffic Engineer. A standard application is attached on page 3.
2. If resident is a renter, the application must be filled out by the actual homeowner.
Applications filled out by renters will not be processed.
3. The County's Traffic Engineer conducts a traffic study within 45 days of receipt of the application to determine if the candidate location meets the minimum criteria for traffic calming; and if the minimum criteria are satisfied, what type of device are recommended.
4. If the location is determined to be a good candidate for traffic calming, it will be placed on the eligible list for funding.
5. If the applicant is an individual homeowner and no Homeowners Association (HOA) exists; upon written notification by the County's Traffic Engineer, the applicant must conduct and return a petition drive in the format requested within 30 days. If there is a HOA, the applicant must first receive written approval from the HOA prior to submission to the County. An HOA resolution approving the application and the petition must be included with the petition documents.
6. If the applicant is a HOA, they shall be subject to the same petition process described in number 5 and 7.
7. The petition shall be in County's approved format and is subject to the following criteria:
 - a) **Sixty (60) percent** of the homeowners of record (not renters) residing in the affected area **shall agree** to the installation of the traffic calming devices.
 - b) The affected area shall be determined by the County's Traffic Engineer.
8. Projects shall be prioritized based on the anticipated reductions in **preventable** crashes and **reduction in speeds** and **volumes** as determined by the County's Traffic Engineer.
9. If public funding is not available, the candidate location will remain on the eligible list for three (3) years pending programming of funds. HOA will have the option of funding projects that have been declared eligible by the County's Traffic Engineer.

Application for Traffic Calming

Part 1 - Applicant Information

Applicant's Name: _____ Date of Application: _____

Applicant's Address: _____

Applicant's Day Time Phone #: (____) _____ E-mail Address: _____

Is Applicant a Homeowners Association? _____ If yes, HOA's Name: _____
 (If you live in a community with an active HOA, please contact your HOA to address the concerns. Your HOA may initiate an inquiry by submitting an application for traffic calming.)

Name of Community or Sub-Division (if applicable): _____

Part 2 – Problem Identification

Identify street or streets with traffic concerns: _____

 Briefly describe traffic concerns: _____

Is the street subject to non-resident cut-through? _____ If yes, identify the origin and the destination: _____

What is the posted speed? _____ Is street in question more than 1500 feet long? _____

 Provide other information: _____

Please return this application to:

 Osceola County Transportation & Transit -Traffic Engineering
 1 Courthouse Square, Suite 3100
 Kissimmee, FL 34742
 P: (407) 742-0552, F: (407) 742-0560
 traffic@osceola.org

Agenda Request Form

Approved by Town Manager: John D'Agostino DN: cn=John D'Agostino, o=Town of Lake Park,
ou=Town Manager,
email=jdagostino@lakeparkflorida.gov, c=US
Date: 2023.10.12 13:31:24 -0400

Digitally signed by Jeffrey P. Duvall
DN: cn=Jeffrey P. Duvall, o, ou,
email=jduvall@lakeparkflorida.gov, c=US
Date: 2023.10.11 11:12:49 -04'00'

Plate Recognition (LPR) System.

Since the deployment of this law enforcement tool, and in large part thanks to dedication and effective management of the LPR system by the Palm Beach County Sheriff's Office (PBSO) District 10 Deputies and Staff, the Town has achieved significant reductions in criminal activity within the Town's boundary.

Summary Explanation:

License Plate Reader (LPR) systems are ideal for strategic monitoring and data collection of vehicular movement along roadways and other infrastructure. The cameras collect images of all vehicle tags through the camera's field-of-view and provide these images to the LPR processor. The processor identifies and interprets license plates using the LPR engine. The license plate reads are then transmitted to the PBSO monitoring station using cellular or Wi-Fi communications. PBSO compares the plate reads against their wanted vehicle database for future investigative use. Vehicles of interest create alerts that can be displayed in the dispatch center, and then these alerts can be communicated to in-the-field officers. Most of our neighboring communities, including Palm Beach Gardens, Riviera Beach, Jupiter, Palm Beach County, North Palm Beach, and others have continued to implement LPR systems with great success.

The LPR system Vetted initially installed in 2018 included seven (7) fixed locations and a mobile trailer unit, which could be moved to any area in Town based on need. The combination of fixed and mobile assets provides maximum coverage at the most strategic locations. Also, the original system was since expanded to include a total of sixteen (16) locations.

At the present time, the LPR system installed by Vetted has become outdated and is in need replacement while the Town's contract with Vetted is also set to sunset in November 2023.

Additionally, PBSO has transitioned from its exclusive use of Vetted LPR systems to exclusive use of Flock Group ("Flock") LPR system.

To facilitate LPR system readiness and operational continuity in the Town, Town Staff coordinated with PBSO and solicited a proposal (**Attachment 3**) from the Flock Group to replace and expand the Town's current LPR system.

The proposal included in **Attachment 3** carries a cost of **\$537,650.00** and provides the following improvements to the Town's LPR system:

| Item | Quantity | Use |
|---------------------------------|----------|---|
| Falcon LPR Cameras | 16 | Replacement of existing Vetted LPR cameras. |
| Falcon Long Range Camera | 1 | Replacement of existing Vetted LPR cameras. To be installed at a fixed location to provide capabilities for high-density, high-speed, multi-lane highways (see Attachment 4, Falcon Long-Range (LR) Overview). |

| | | |
|--------------------------------------|-----------|--|
| Falcon Flex Cameras | 2 | Replacement of existing Vetted LPR cameras; provides battery powered, location-flexible capabilities (see Attachment 4, Falcon Flex Overview attachment Falcon Flex Overview) |
| Additional Falcon LPR Cameras | 15 | LPR System expansion. |
| Total Proposed Inventory: | 34 | |

The term of the proposed Agreement is five (5) years, with options to renew automatically for additional renewal terms of two (2) years based on mutual agreement by the Parties.

Furthermore, included with the subscription and 5-year Agreement, the Town will receive regular software updates at no additional cost. Camera maintenance and warranty are also included in the subscription. And the Town and PBSO have the ability to have unlimited users for hotlist integration and alerts and camera footage search.

Moreover, PBSO exclusively utilizes the LPR system provided by the Flock Group. Because PBSO will manage the Town's LPR system, the Town's LPR system must be compatible with the PBSO LPR system. In addition, PBSO will provide basic, remote support to augment Flock's extended warranty, which has reduced the annual warranty costs.

The Town was also able to leverage the same advantageous pricing that the Contractor provides to PBSO. Therefore, the equipment and installation of the proprietary technology is a sole source provision.

During the October 18, 2023, meeting of the Town Commission, representatives from PBSO and Flock Group will be available to answer any questions related to this agenda item.

Finally, the Town Manager recommends approval.

Recommended Motion:

I move to adopt Resolution No. _____

RESOLUTION 85-10-23**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH FLOCK GROUP, INC., FOR IT TO FURNISH, INSTALL, AND SERVICE A VEHICLE LICENSE PLATE RECOGNITION SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

WHEREAS, the Town Commission previously determined that there is a need to upgrade the Town’s current Vehicle License Plate Recognition (LPR) system; and

WHEREAS, the Palm Beach County Sheriff’s Office (PBSO) has exclusively used a Vehicle License Plate Recognition system (LPR) provided by Flock Group, Inc., (the “Contractor”); and

WHEREAS, the PBSO’s exclusive use of the Contractor’s LPR system extends to all LPR locations managed by the PBSO; and

WHEREAS, the PBSO’s exclusive use of the Contractor’s LPR system is due to several unique proprietary technologies that make the system more effective and secure; and

WHEREAS, because the Town’s LPR system is managed by the PBSO, the Town is required to maintain a LPR system that is compatible with PBSO’s county-wide system; and

WHEREAS, the Contractor has provided the Town with a proposal in an amount of \$537,650.00 to furnish, install, and service an LPR system (the “Services”) in the Town; and

WHEREAS, the Town Manager has recommended to the Town Commission that it is in the best interest of the Town to enter into an Agreement with Flock Group, Inc., to provide the Services to the Town.

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

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Mayor is hereby authorized and directed to execute an agreement with Flock Group, Inc., to furnish, install, and service a License Plate Recognition System in the Town. A copy of the agreement is attached hereto and incorporated herein as Exhibit 'A'.

Section 3. This Resolution shall take effect upon execution.

Flock Safety + FL - Town of Lake Park

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Frank Danihel
frank.danihel@flocksafety.com
7083725497



EXHIBIT A
ORDER FORM

| | | | |
|-------------------------|--|--------------------|----------------------------------|
| Customer: | FL - Town of Lake Park | Initial Term: | 60 Months |
| Legal Entity Name: | FL - Town of Lake Park | Renewal Term: | 24 Months |
| Accounts Payable Email: | jd'agostino@lakeparkflorida.gov | Payment Terms: | Net 30 |
| Address: | 535 Park Avenue Lake Park, Florida 33403 | Billing Frequency: | Total Contract Billed at Signing |
| | | Retention Period: | 30 Days |

Hardware and Software Products
Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|----------------------------------|----------|----------|---------------------|
| Flock Safety Platform | | | \$105,000.00 |
| Flock Safety LPR Products | | | |
| Flock Safety Falcon ® | Included | 16 | Included |
| Flock Safety Falcon ® LR | Included | 1 | Included |
| Flock Safety Falcon ® | Included | 15 | Included |
| Flock Safety Falcon ® Flex | Included | 2 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|--|----------|----------|---------------------|
| One Time Fees | | | |
| Flock Safety Professional Services | | | |
| Professional Services - Existing Infrastructure Implementation Fee | \$150.00 | 16 | \$2,400.00 |
| Professional Services - Advanced Implementation Fee (Falcon LR) | \$500.00 | 1 | \$500.00 |
| Professional Services - Standard Implementation Fee | \$650.00 | 15 | \$9,750.00 |
| Discounts: | | | \$500.00 |
| Estimated Tax: | | | \$0.00 |
| Contract Total: | | | \$537,650.00 |

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “Renewal Term”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Special Terms:

• Title Transfer and Buy Back Provision. Upon installation, Agency will receive title to the Flock Hardware. Upon expiration of the Term and any renewal Terms, Agency agrees to sell back each Flock Hardware to Flock for a \$1 USD credit and be monetarily responsible for required replacement of or any damage to the Flock Hardware during the Term, except for normal wear and tear. The Flock Hardware will become the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the transfer of title of the Flock Hardware by Flock. Upon issuing the credit (on a final invoice or as a refund to the Agency) and prior to Flock's receipt back of each unit of Flock Hardware, Agency grants Flock a perfected security interest in the Flock Hardware for which Flock may file this Agreement or a UCC form as proof thereof. Agency will remove the Flock Hardware and provide notice to Flock to allow Flock to arrange pick-up for the Flock Hardware at a mutually convenient time within 45 business days of notification.

Billing Schedule

| Billing Schedule | Amount (USD) |
|-------------------------------|--------------|
| Total Contract Due at Signing | \$537,650.00 |

*Tax not included

Discounts

| Discounts Applied | Amount (USD) |
|------------------------------------|--------------|
| Flock Safety Platform | \$0.00 |
| Flock Safety Add-ons | \$0.00 |
| Flock Safety Professional Services | \$500.00 |

Product and Services Description

Item 7.

| Flock Safety Platform Items | Product Description | Terms |
|--|--|---|
| TemplateErrorExists:XPath expression (//Flock_Safety_LPR_Products[text()='Flock Safety Falcon ®']) returned more than one node | | |
| Flock Safety Falcon® Flex | An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install. | The Term shall commence upon execution of this Statement of Work. |
| Flock Safety Falcon® LR | A long-range infrastructure-free license plate reader camera designed for high speed vehicles that utilizes Vehicle Fingerprint® technology to capture vehicular attributes. | The Term shall commence upon first installation and validation of Flock Hardware. |

| One-Time Fees | Service Description |
|---|--|
| Installation on existing infrastructure | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Professional Services - Advanced Implementation Fee | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. |

FlockOS Features & Description

Package: Community

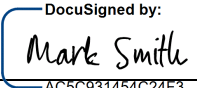
| FlockOS Features | Description |
|------------------|-------------|
|------------------|-------------|

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

Item 7.

FLOCK GROUP, INC.

Customer: FL - Town of Lake Park

By:  _____
Name: Mark Smith _____
Title: General Counsel _____
Date: 10/6/2023 _____

By: _____
Name: Roger Michaud _____
Title: Mayor _____
Date: _____
PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the Town of Lake Park, Florida (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the ____ day of _____ 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to services from Flock (the Flock Services as defined below) on existing devices, provided by Customer, or hardware provided by Flock (Flock Hardware, as defined below) in order to create, view, search and archive Footage and receive notifications, via the Flock Services;

WHEREAS, Customer shall have access to the footage in Flock Services. Pursuant to Flock’s standard retention period (Retention Period as defined below) Flock deletes all footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crimes, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and the Order Form, attached hereto and incorporated herein as Exhibit “A” constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

Item 7.

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

Item 7.

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent limited by the Public Records Act, Chapter 119, Florida Statutes, and as required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or

as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the Order Form, attached hereto and incorporated herein as Exhibit “A” based on the billing structure and payment terms as indicated there. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days’ prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days’ advance written notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock’s net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for five (5) years (the “**Term**”). Following the Term, this Agreement shall automatically renew for a renewal term of two (2) years (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock shall remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement shall not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock shall refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

Item 7.

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock shall maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock shall continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state of Florida. The Parties hereto agree that venue shall be in the appropriate state or federal court located in Palm Beach County, Florida. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Party they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement shall be in writing and be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and directed to the individuals at the addresses below, if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated by the governing body for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: 535 Park Avenue, Lake Park, Florida 33403
ATTN: Town Manager
EMAIL: townmanager@lakeparkflorida.gov

| | |
|----------|---|
| ADDRESS: | 640 Old Dixie Highway, Lake Park, Florida 33403 |
| ATTN: | Public Works Director |
| EMAIL: | publicworks@lakeparkflorida.gov |

EXHIBIT B
INSURANCE

Item 7.

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Item 7.

Flock Safety Falcon™ License Plate Reading (LPR) Camera

The foundational layer of Flock Safety's public safety operating system is the Falcon, an infrastructure-free LPR camera. Unlike traditional LPR cameras, the Falcon uses Vehicle Fingerprint technology* to transform hours of footage into actionable evidence, even when a license plate isn't visible. The Flock Safety cloud-based software platform hosts a searchable database of vehicle data captured by the Falcon™ LPR camera and sends instant Hot List alerts so law enforcement access the real-time investigative leads needed to increase case clearance, protect the community, and decrease crime rates.



HOW IT WORKS

| | | |
|--|---|---|
| | | |
| DETECT > | DECODE > | DELIVER > |
| Nationwide network of public and privately owned Falcon cameras capture images of passing vehicles and send them to the cloud. | Cloud-based machine learning software identifies characters on the plate and analyzes vehicle attributes to generate a unique Vehicle Fingerprint, which is searchable for up to 30 days. | Receive instant location-based notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more. |

*Flock Safety identifies vehicle body type, make, color, license plate (partial, missing, or covered plates), temporary plates, license plate state, and unique features like decals, bumper stickers, and accessories.

Falcon Flex™

Location-flexible license plate recognition camera designed for fast, easy deployment



Leverage the same Vehicle Fingerprint™ technology available on Flock Safety's stationary LPR with the Falcon Flex, an infrastructure-free, location-flexible license plate reader camera. Simple, mobile installation makes this vehicle detection device ideal for your ever-changing investigative needs. Less time to install means faster leads and increased case clearance.



Evidence Capture Simplified

Combine the power of Vehicle Fingerprint recognition with lightweight, adaptable mounting options, and a complementary LTE service is ideal for temporary installation virtually anywhere.

- 1 Falcon License Plate Reader Camera
- 1 Portable mount with varying sized band clamps
- 1 Charger for internal battery
- Unlimited LTE data service + software licenses

Smarter Reads for Actionable Leads

Not every vehicle has a plate. Search by license plates and unique vehicle characteristics including:

- Build type
- Make
- Color
- License plate state
- Missing and covered plates
- Bumper stickers
- Decals
- Roof racks
- & more



Capture More. Recharge Less.

The Falcon Flex camera captures 30,000 license plates and Vehicle Fingerprint attributes of vehicles traveling up to 100 MPH at a maximum distance of 90 feet on a single battery charge.

Activate From the Palm of Your Hand

On-site installation is made quick and easy with the mobile installation app for all your Android and iOS devices, including a DIY installation walkthrough and QR reader for device linking.



Sophisticated Software Outsmarts Crime

Like all Flock Safety detection devices, the Falcon Flex license plate reader camera integrates with Flock Safety's suite of software solutions. With unlimited user licenses, every member of your agency can conduct complex searches, receive Hot List alerts, access 1B+ license plate reads each month via our nationwide network of footage sharing and more.

Trustworthy technology that delivers

30K

Plate reads on a single battery charge

120

Stolen plate and vehicle hits every hour

30%

More accurate than legacy ALPR



Camera Specifications

DESIGN

Dimensions: 8.75" x 3"

Weight: 3 lbs

IP65 Waterproof

POWER

14Ah Battery - Rechargeable

DATA

16GB local storage, ~2 weeks

MOTION

Passive Infrared Motion Detection

CONNECTIVITY

Embedded Cellular LTE Connection

Cellular service provider depends on area

PRODUCTION

Designed & manufactured in the U.S.

NIGHT VISION

850nm Custom IR Array

CLOUD STORAGE

30 days storage (Amazon Web Services)

Accessible via secure website

Images can be downloaded and stored by department

Camera Performance

MOTION

NCIC, AMBER Alert & Custom Notifications Average of 10-15 seconds
Includes time, location, plate, and vehicle image Includes state-specific alerts based on image

PROCESSING POWER

1.4GHz

64-bit quad-core CPU

IMAGE CAPTURE

Up to 100 ft from vehicles

Up to 2 lanes of traffic per camera

Date and time with camera location

Plate (state, partial, paper, and none)

Vehicle details (Make, type, color, etc.)



flock safety

Flock Safety Falcon® LR LPR

Expand evidence collection
with high-speed, long-range
license plate recognition (LPR).

PROBLEM

Suspect vehicles linked to violent and non-violent crimes pass through multiple jurisdictions using interstates and major highways frequently. Capturing critical vehicular evidence on multi-lane, high-speed roadways can be challenging.

When investigators lack suspect vehicle leads, crimes remain unsolved, and case backlog can become overwhelming.



SOLUTION

Apply the same robust Vehicle Fingerprint® analysis available on Flock Safety's standard roadway LPR cameras to high-density, high-speed, multi-lane highways to capture the vehicle details needed to enhance investigative leads and solve crimes more quickly.

Solve more cases faster with Flock's effective and trusted LPR technology.

"Without LPR on our freeways in the Atlanta metro area, tracking down perpetrators who use these major arteries to quickly flee across jurisdictions was challenging. With Flock Safety Falcon® LR in place, we can quickly identify and track these vehicles from our RTCC, providing valuable leads that help us apprehend offenders and protect our community."

SGT CHRIS CREEK

Situational Awareness & Crime Response Center | Gwinnett Police Department

flock safety

Get the insights you need to expedite case clearance across multiple lanes, high speeds, and long distances with Flock Safety Falcon® LR.

- 1

NEVER MISS A LEAD ON HIGH-SPEED ROADS AND HIGHWAYS

Get clear footage of vehicles traveling 100+ MPH for reliable and actionable evidence around the clock.
- 2

SEE FARTHER FOR LONG-DISTANCE VEHICLE SCANS

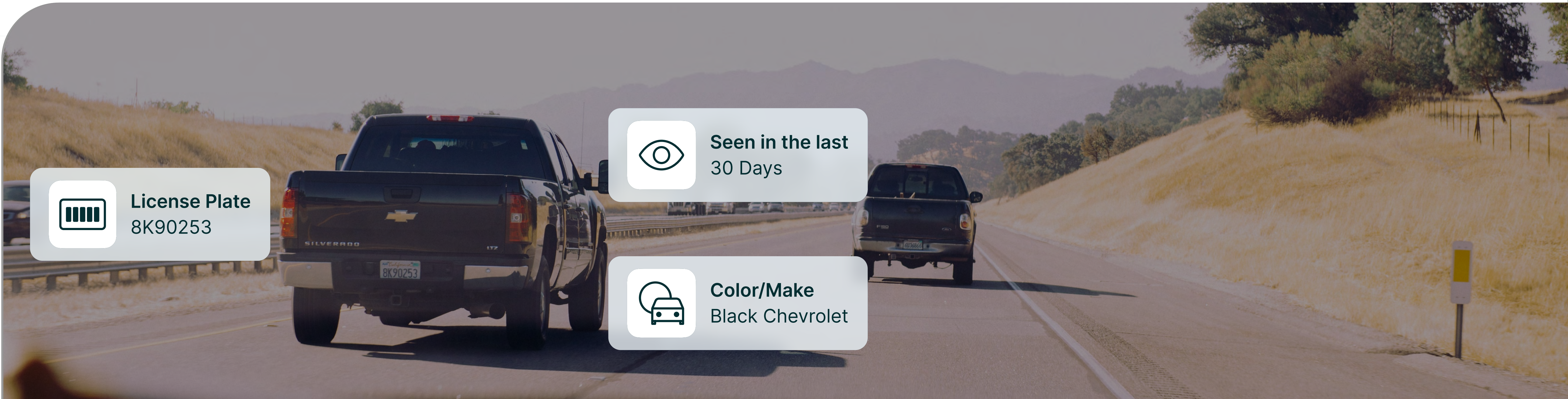
Identify vehicles up to 150' in the distance to accommodate off-shoulder installations and multiple lanes of traffic.
- 3

BUILD A HASSLE-FREE LPR NETWORK WITH FULL-SERVICE SUPPORT

Receive deployment planning, DOT permitting, hardware installation, ongoing maintenance, user training, US-based support, and software upgrades for an annual subscription fee.
- 4

BUILD A VIRTUAL PERIMETER AROUND YOUR CITY TO STOP ORGANIZED, MULTI-JURISDICTIONAL CRIME

Interstates and major highways allow suspect vehicles to cross city, county, and state lines quickly. Locate known offenders at the inbound and outbound access points to your community.





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 5, 2018

Agenda Item No. *Tab 13*

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute an Agreement with Vetted Security Solutions, Inc. to Install a Vehicle License Plate Recognition System.

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

Approved by Town Manager

Date: *11/8/18*

11/7/18
Richard Scherle / Public Works Director

| | | |
|---|--|---|
| Originating Department: Public Works | Costs: \$285,395.00 Funding Source: "One-Cent" Sales Tax Revenue Acct. # 301-63000 <input type="checkbox"/> Finance <i>Planned 11/7/18</i> | Attachments: 1. Resolution <i>9-12-18</i> with Contract 2. Palm Beach County Sheriff's Office Letter of Exclusive Use and Commitment 3. Sole Source Letter from Contractor |
| Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone <i>[Signature]</i> or Not applicable in this case ____ Please initial one. |

Summary Explanation/Background:

License Plate Reader (LPR) systems are ideal for strategic monitoring and data collection of vehicular movement along roadways and other infrastructure. The cameras collect images of all vehicle tags through the camera's field-of-view and provide these images to the LPR processor. The processor identifies and interprets license plates using the LPR engine. The license plate reads are then transmitted to the Palm Beach County Sheriff monitoring station using cellular or Wi-Fi communications. The Sheriff Department compares the plate reads against their wanted vehicle database for future investigative use. Vehicles of interest create alerts that can be displayed in the

dispatch center, and then these alerts can be communicated to in-the-field officers. Most of our neighboring communities, including Palm Beach Gardens, Riviera Beach, Jupiter, Palm Beach County, North Palm Beach, and others have continued to implement LPR systems with great success.

The proposed locations for the LPR cameras were specified by the Palm Beach County Sheriff Department, based on their own, proprietary heat mapping data which aims to provide the highest impact. In addition to the seven (7) fixed locations, the proposed system will include a mobile trailer unit which can be moved to any area in Town based on need. The combination of fixed and mobile assets are designed to provide maximum coverage at the most strategic locations.

The Palm Beach County Sheriff (PBSO) exclusively utilizes the LPR system provided by the firm Vetted Security Solutions, Inc. (the "Contractor"). Because PBSO will manage the Town's LPR system, the Town's LPR system must be compatible with the PBSO LPR system. In addition, PBSO will provide basic, remote support to augment the Contractor's extended warranty, which has reduced the annual warranty costs. The Town was also able to leverage the same advantageous pricing that the Contractor provides to PBSO. Therefore, the equipment and installation of the proprietary technology is a sole source provision.

It is important to note that while the first year licensing fees are included in the contract price, the Town will incur costs of approximately \$17,000 per year after the first year for extended warranties and annual licenses. The warranty covers every component of the LPR system, and has been recommended by PBSO in order to keep the system fully operational. Also, the Town was able to leverage PBSO LPR purchasing volume to obtain the same annual license fee that PBSO pays to the Contractor, which equates to approximately 50% of "retail" price – a substantial savings to the Town. Staff recommends approval.

Recommended Motion: I move to adopt Resolution no. 91-12-18

RESOLUTION NO. 91-12-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH VETTED SECURITY SOLUTIONS, INC TO INSTALL A VEHICLE LICENSE PLATE RECOGNITION SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Commission has determined that there is a need for Vehicle License Plate Recognition cameras and technology to further the public's health, safety, and welfare; and

WHEREAS, the Palm Beach County Sheriff's Office (PBSO) exclusively utilizes a Vehicle License Plate Recognition (LPR) system from Vetted Security Solutions, Inc. (the "Contractor"); and

WHEREAS, the PBSO's exclusive use of the Contractor's LPR system extends to all LPR locations managed by the PBSO; and

WHEREAS, the PBSO's exclusive use of the Contractor's LPR system is due to several unique proprietary technologies that make the system more effective and functional; and

WHEREAS, because the Town's LPR system IS managed by the PBSO, it must be compatible with its County-wide system; and

WHEREAS, pursuant to the Town's purchasing procedures, the Town may enter into sole source contracts if the good and/or service being procured is available only from one source of supply; and

WHEREAS, pursuant to PBSO, the Contractor's is considered to be a sole source for the LPR system; and

WHEREAS, the Contractor is qualified and able, and has agreed to provide and install an LPR system for the Town in an amount of \$285,395.00; and

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

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

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Mayor is hereby authorized and directed to execute the agreement with Vetted Security Solutions, Inc., a copy of which is attached hereto and incorporated herein as Exhibit 'I'.

Section 3. This Resolution shall take effect upon execution.

**AGREEMENT FOR THE DESIGN, PROVISION, AND INSTALLATION OF A VEHICLE
LICENSE PLATE RECOGNITION SYSTEM BETWEEN**

**THE TOWN OF LAKE PARK, FL
AND
VETTED SECURITY SOLUTIONS, INC. (THE CONTRACTOR)**

THIS AGREEMENT TO PROVIDE A LICENSE PLATE RECOGNITION SYSTEM (the Agreement), is made this ____ day of _____, 2018, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town") and Vetted Security Solutions, Inc., a Florida Corporation with an address of 621 Monte Cristo Boulevard, Tierra Verde, Florida, 33715 ("Contractor").

RECITALS:

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

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

WHEREAS, the Town Commission has determined that there is a need for a Vehicle License Plate Recognition (LPR) system, which includes necessary cameras and technology to further the public's health, safety, and welfare; and

WHEREAS, the Palm Beach County Sheriff's Office (PBSO) exclusively utilizes the LPR system designed and provided by Vetted Security Solutions, Inc.; and

WHEREAS, once installed, the Town's LPR system will be managed by the PBSO; and

WHEREAS, in order to facilitate PBSO's management of the Town's LPR system, it must be compatible with the PBSO's LPR system; and

WHEREAS, the Contractor provided the Town with a proposal to design, provide, and install an LPR system that is compatible the PBSO to manage its system, and the Contractor represented that it is qualified, able and willing to satisfactorily provide the services; and

WHEREAS, the Town and the Contractor propose to enter into this Agreement, and the Town has budgeted funds in its 2018-2019 fiscal year budget which are available for the funding of this Agreement;

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

1. The recitals are incorporated herein.

2. LIST OF EXHIBITS

The following exhibits are made a part hereof and incorporated as terms of the Agreement:

EXHIBIT 'A' – Contractor proposal to design, provide, and install LPR assets in the Town.

EXHIBIT 'B' – Forms to be executed and submitted by Contractor prior to the commencement of the design and installation of the LPR system.

3. RESPONSIBILITIES OF THE CONTRACTOR – SCOPE OF WORK

- 3.1 Contractor shall provide all services and items required to complete the Scope of Work as identified in **Exhibit A**.
- 3.2 Contractor shall organize and hold a pre-commencement meeting with Town's Public Works Director or his designee to finalize the schedule for the Scope of Work identified herein.
- 3.3 Contractor shall complete the Scope of Work in full accordance with the timelines therein, only after being issued a notice-to-proceed, in the form of an officially executed Purchase Order from the Town.
- 3.4 Contractor shall maintain safe and efficient site conditions at all times during construction in accordance with all federal, state, and local government safety standards.

4. RESPONSIBILITIES OF TOWN

- 4.1 The Town's Public Works Director (the Director) shall be the Town's representative for purposes of administering the Town's responsibilities pursuant to the Agreement. The Director shall review the final installation to make sure it conforms with the Scope of Work set forth in Exhibit A.
- 4.2 The Director shall reasonably assist the Contractor with any Maintenance-of-Traffic (MOT) needed to complete the Scope of Work.
- 4.3 The Director provide a secure staging area for the delivery of the LPR equipment delivery.
- 4.4 The Director shall work with the Contractor to provide any communication devices which may be necessary for the LPR system to function properly.

5. PRICING

Pricing for the design, provision, installation and set-up of all fixed LPR components, and one mobile LPR trailer, as more fully detailed in Exhibit A, is \$277,395.00. No price adjustments or modifications are allowed unless mutually agreed to in writing by both the Town and Contractor.

6. PUBLIC RECORDS

With respect to public records, the Contractor is required to:

- 6.1 Keep and maintain public records required by the Town to perform the service.

- 6.2 Upon the request of the Town's custodian of public records, provided the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- 6.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
- 6.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- 6.5 If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, its duty to provide public records relating to this Agreement, the Contractor should contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

7. INDEMNIFICATION, INSURANCE, AND LICENSE REQUIREMENTS

The Contractor shall maintain the following insurance coverages in the amounts specified below during the term of the Agreement and any extensions thereof:

- 7.1 Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.
- 7.2 The Contractor shall maintain a Commercial General Liability Policy on an Occurrence Form with the following limits:
\$1,000,000.00 Each occurrence (Bodily Injury and Property Damage)

\$1,000,000.00 Products/Completed Operations Aggregate
 \$5,000,000.00 General Aggregate
 \$1,000,000.00 Personal and Advertising Injury
 \$500,000.00 Damage to Premises Rented to You

The Town shall be included as an additional named insured under the Commercial General Liability policy, and a waiver of subrogation against the Town shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the Agreement, and any extensions thereof. All policies shall provide a 30 day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies. All certificates of insurance shall be subject to the Town's verification and approval as part of the Town's evaluation of the bid or proposal. The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+. All insurance required herein shall be maintained during the term of the Agreement.

8. SEVERABILITY, AND TERMINATION

- 8.1 If any term or provision of this Agreement is found to be illegal or unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.
- 8.2 Once the Agreement has been executed, it may be terminated by the Town without cause upon providing Contractor with at least ten (10) calendar days prior written notice.
- 8.3 Should either party fail to perform any of its obligations under this Agreement for a period of twenty (20) calendar days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the Agreement immediately upon delivery of written notice to the defaulting party of its election to do so.

9. INSPECTIONS AND TESTS

The Director may inspect, or arrange for the inspection of, all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications set forth in the Scope of Work of the Agreement.

10 MANNER OF PERFORMANCE

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

11 MATERIAL QUALITY & BRAND NAMES

All items used in the manufacture or construction of any supplies, material or equipment covered by the Agreement shall be new, not used, or remanufactured. All items installed, and services provided, shall be of the best quality and highest grade workmanship unless otherwise specified herein.

12 GUARANTEE and WARRANTIES

12.1 The Contractor shall use only technically qualified individuals in the performance of this Agreement, and shall perform the services in a workmanlike manner. Further, the Contractor certifies that it is legally able to offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Contractor certifies that its insurance carrier, as reflected on any certificates of insurance submitted with its proposal, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

12.2 The Contractor agrees to warranty any and all components of the LPR system, as further defined within Exhibit A, for a period of one year ("Initial Warranty"), with such warranty period commencing once the LPR system has been fully installed, tested, and determined by the PBSO to be fully functional. Contractor agrees that this Initial Warranty shall be provided at no additional cost to the Town, and that if a warranty repair is needed, for any reason, the Contractor shall perform such maintenance or repair within 8 business days after written notification from the Town. Additionally, the Contractor shall provide additional annual warranties of all components for a period of up to five years, at a mutually agreed yearly price.

13 TERM

This Agreement shall be completed and invoiced in accordance with the timeline presented in the Scope of Work (Exhibit A), and after issuance of a Notice to Proceed, which shall be in the form of an officially executed Town purchase order. Once the Agreement start date is established, and a Notice to Proceed has been issued, the Agreement shall be considered in-process as of the start date, and the count as to the number of days for completion of the Scope of Work shall have commenced. Any extension to the number of days agreed to in advance and commencing on the start date referenced in the Notice to Proceed, shall be requested by the Contractor to the authorized agent for the Town. The Town must agree to the extension. Delays due to unfavorable weather must be documented and agreed upon by both parties, and upon agreement, such weather delays shall not be included in the count of days for completion.

14 LIQUIDATED DAMAGES

The Contractor shall pay to the Town, as damages for non-completion of any and all warranty, maintenance and repair work, \$100.00 per calendar day for each and every calendar day beyond 8 calendar days after receipt of written notification from the Town of the work request, unless the Town and Contractor mutually agree in writing otherwise.

15 PAYMENT

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a contract is due 20 days after it is stamped as "received" by the Town. If an "Agent", meaning a professional service company under contract to the Town to provide construction-phase services in support of the project is engaged, then payment is due the contractor within twenty five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Finance Department, Attention: Accounts Payable, located at 535 Park Avenue, Lake Park, FL 33403, who will ensure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. All applications for payment, with the exception of the application for FINAL payment shall reflect 10% retainage of the total value of the work completed.

16 PAYMENTS TO CONTRACTOR AND COMPLETION

The Town may employ an independent third party to perform inspections and approve applications for payments on this project. If the Town does engage an independent third party for the purpose of inspection to assure compliance with the Agreement, the cost shall be borne completely by the Town, unless such inspection determines that the Contractor is negligent in its work, in which case, the full costs of inspection will be borne by the Contractor.

- 16.2 Final payment shall not be made until all work has been performed and accepted by the Town, and Contractor has passed a final inspection performed by the PBSO. Upon satisfactory completion of the work and the Contractor's submission of a sworn affidavit as evidence that he has paid all labor, materials and other charges against the project in accordance with the terms of the Agreement, the Town's engineer or other agent on the project will issue a Certificate of Contract Completion.

17 PERMITS, TAXES, LICENSES

- 17.1 Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all Town ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this Agreement.
- 17.2 The Town is exempt from sales tax. Contractor shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall the Contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

18 CONFLICT OF INTEREST

The standards of conduct for public officers and employees as set forth in the Palm Beach County Code of Ethics and F.S. §112.313 Part III are incorporated herein by reference as if fully set forth herein.

19 'DRUG FREE WORKPLACE CERTIFICATION'

In compliance with Florida Statute (Section 287.087), the Contractor agrees to provide the Town with a fully executed 'Drug Free Workplace Certification' form, as found within Exhibit B, prior to commencement of work.

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

The 'Public Entity Crimes' form, as found within Exhibit B, must be fully executed and submitted with this Agreement prior to commencement of work.

21. ANTI-KICKBACK AFFIDAVIT

The anti-kickback affidavit found within 'Exhibit B' must be fully executed and submitted with this Agreement prior to commencement of work.

**22. 'CERTIFICATION OF NONSEGREGATED FACILITIES'
(Office of Federal Contract Compliance Programs (OFCCP). Executive Order 11246, As Amended: Equal Employment Opportunity)**

The 'Certification of Non-Segregated Facilities' form found within 'Exhibit B' must be fully executed and submitted with this Agreement prior to commencement of work.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender

identity, marital status, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, marital status, or national origin. The Contractor shall comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor."

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with authorized procedures.

23. GOVERNING LAW/VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, of the United States District of Florida, West Palm Beach, Florida.

24. ATTORNEY FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

25. ENTIRE AGREEMENT

This Agreement, including all Exhibits referred to and hereby incorporated herein, embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous agreement and understandings oral or written, relating to said subject matter. This Agreement may only be modified by written amendment approved by the Town Commission and executed by the parties hereto.

26. PERFORMANCE BOND

The Contractor shall furnish to the Town a performance bond, executed by a surety company duly authorized to do business in the State of Florida, and on the approved U.S. Treasury list of Bonding Companies, in an amount at least equal to 100% of the total contract price of \$277,395.00, within ten (10) business days of execution of this contract, as security for the faithful performance of the contract. The Town must receive the performance bond prior to its issuance of an officially executed purchase order, which, as described in Section 3, shall serve as the notice-to-proceed. The Contractor's cost of the bond shall be an allowable cost pass-through.

Signatures, Next Page

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Michael O'Rourke, Mayor

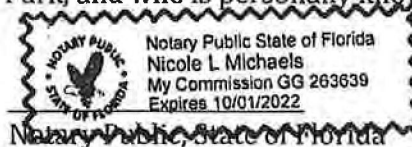
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 6 day of NOVEMBER 2018 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)



WITNESSES:

By: David Godfrey II

DAVID GODFREY II
Printed Name

By: Scott O'Neil

SCOTT O'NEIL
Printed Name

CONTRACTOR

By: Ryan Barnett

Ryan Barnett
Printed Name

Title Owner

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

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

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

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


 Authorized Signature (Date)

Ryan Barnett Owner
 Name & title (typed)

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared Ryan Barrett, who, being by me first duly sworn, made the following statements:

1. The business address of VetHed Security Solutions
 (Name of offeror or CONTRACTOR)
 is 4185 35th Street N St Petersburg FL 33714

2. My relationship to VetHed Security Solutions
 (Name of offeror or CONTRACTOR)
 is President

(Relationship such as sole proprietor, partner, president, vice president, etc.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or CONTRACTOR nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror

or CONTRACTOR nor any affiliate of the Offeror or CONTRACTOR has been convicted of a public entity crime subsequent to July 1, 1989.

[Signature] 11/6/18
Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of
FLORIDA an
d

county of Pinellas

on the 4 day of NOV., 2018

Nicole L. Michaels

(Affix seal)

Notary Public

My commission expires: 10/01/2022



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) I am Owner of Velvet security solutions, the offeror that has submitted a proposal to perform work for the following project:

Contract # N/A Project name: LPR FIXED PROJECT

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

Ryan Barnett
Signature

Subscribed and sworn to (or affirmed) before me this 6 day of Nov 2018
by RYAN BARNETT, who is personally known to me or who has
produced FLORIDA DRIVERS LICENSE as identification.

NOTARY SEAL:



Notary Signature:

Nicole L Michaels

Notary Name:

NICOLE L Michaels

Notary Public-State of

Florida

CERTIFICATION OF NON-SEGREGATED FACILITIES

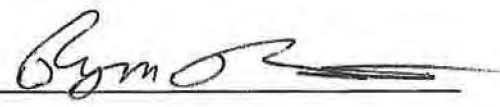
The offeror certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he,/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained.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

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

Project Name: LPR FIXED PROTECT

Company Name and Address:

VETED SECURITY SOLUTIONS
 621 WHITE CREST BLVD
 TERRA VERDE, FL 33715

Signature: 

Name & Title: RYAN BARNER, OWNER



EXHIBIT A



Fixed ALPR Proposal

Town of Lake Park

10/11/2018

The document details our proposal for the Design, Provision, & installation of LPR assets
Not for public release



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Version Control

| Change | By Whom | Date |
|---------------------------|---------------|-----------------|
| Document created | Scott Quinlan | 11 October 2018 |
| Added Trailer to Proposal | Scott Quinlan | 17 October 2018 |



Fixed ALPR Implementation Proposal – Town of Lake Park

A requirement to implement a fixed ALPR citywide system covering 15 lanes of traffic within the Town of Lake Park Sheriff's Office has been identified.

From our original briefing and following an initial Site Survey we are pleased to be able to present the following costed proposal for consideration. VSS believes that we fully understand the user specified requirements and can add significant technical and operational subject matter expertise from our relevant previous experience.

Also included is a quote for a speed trailer/message board trailer. This proposal includes; mounts, camera cables, licensing, training, delivery, and installation.

Project Scope:

We understand that there is a need to provide Fixed ALPR Readers across 15 lanes of traffic within the Town of Lake Park. All the LPR cameras for these locations will be recording tags locally on a micro PC at each box as well as utilizing a cellular or Cat5/6 w/ WAN access connection provided by the PD (SIM or Cat5/6 w/ WAN access card) for each master enclosure. Each master enclosure will be uploading detections / hits to the hosted FL LEARN server and will be tied to the Palm Beach County Sheriff LEARN agency account. Data retention times are set by agency but will not exceed maximum FL state statute for retention of plate read data (3 years).

The specified areas to be covered are as follows:

Intersection List:

| Locations | Lanes | Cameras | Main |
|------------------------|-------|---------|------|
| 9th & Park | 1E/1W | 2 | 1 |
| 10th & Silver Beach | 1N/1S | 2 | 1 |
| 1125 Old Dixie Hwy | 1E/1W | 2 | 1 |
| Park Ave Extension | 1E | 1 | 1 |
| 800 Block 10th St | 2N/2S | 4 | 1 |
| Silver Beach & Federal | 2N | 2 | 1 |
| Palmeto & Federal | 2S | 2 | 1 |
| Totals | | 15 | 7 |

We propose to provide one camera per lane on poles beside the roadway. This approach will provide coverage of each lane and achieve the desired capture rate and read accuracy.



Assumptions:

The following assumptions have been used in the preparation of this proposal:

- Any necessary permissions and permits to install this equipment on County or DOT poles and/or Buildings are in hand and the responsibility of the Town/County.
- VSS Staff and/or our designated Subcontractor(s) will be granted unfettered access to the site(s) to complete this installation during normal working hours at prearranged Dates.
- All Building permits / Town or County Code mandated requirements or MoU's are assumed to have been granted and issued and are the responsibility of the Town of Lake Park or Palm Beach County Sheriff's Office
- It is assumed that VSS and/or Its designated subcontractor(s) will be provided TCD (Traffic Control & Direction) support during the installation of any and all LPR Locations that require such service by the Town of Lake Park. At any given time no more than 2 marked vehicles and 2 county personnel shall be required unless given specific permission to use more by an authorized officer of Palm Beach County Sheriff's Office
- It is assumed that the Town of Lake Park can provide a secured staging area for the LPR Equipment Delivery – Assumed to be either Palm Beach County SO or Town Facility.
- All communication is assumed cellular or Cat5/6 w/ WAN access and it is the responsibility of the agency to provide the SIM Cards (if required) during the build out and staging phase of the project.

Proposed LPR Equipment

VSS Propose to deploy 15 Fixed ALPR cameras utilizing 7 Enclosures. This will cover all 15 lanes of travel identified in the Phase 1 Site Survey and referenced above in Project Scope. The additional 2 cameras will use the same specification Reaper camera for the trailer mounted cameras.

The 15 Vigilant Fixed ALPR Cameras will meet or exceed the following specifications:

Product Description: Vigilant Solutions' Reaper Series camera is a low-profile, compact, ANPR / LPR camera and integrated processing unit for use in both mobile and fixed LPR applications. The Reaper is environmentally sound (IP67) and friendly (<8W average power), easy to install and deploy (single PoE cable), and feature rich (direct connection to LEARN, on board buffering of up to 80,000 detections, ONVIF compliant video stream).

Key Features

- Single cable Power-over-Ethernet installation



- Low-profile, Compact, Dual-lens (infrared and color) ANPR / ALPR Camera with integral processor
- Low power consumption at <8W average
- Automated speed calculation
- Outdoor rated, IP67, NEMA4
- Full-featured and well documented API
- Dynamic LPR camera control via Ethernet
- Point Control (aim precision)

Reaper Platform Details:

Reaper programmability is provided by a Texas Instruments DaVinci ARM Cortex-A8 RISC CPU (Linux) with Neon extension, TI C674x VLIW floating-point DSP core, and high-definition video and imaging coprocessors. The ARM lets developers keep control functions separate from A/V algorithms programmed on the DSP and coprocessors, thus reducing the complexity of the system software.

- Embedded High-Performance DaVinci Video Processors
 - 1-GHz ARM® Cortex®-A8 RISC Core (Linux OS)
 - 750-MHz C674x™ Texas Instruments Digital Signal Processor (DSP)
- Processor Core – Camera Sensor Connection
 - Neon™ Multimedia Architecture • Parallel Connection for Raw Video
 - Jazelle® RCT Image Sensor Interface (ISIF) for Handling Image and Video Data from the Camera
 - Resizing infrared Image and Video scale 1/16x post ANPR for low network output
 - Two 165-MHz embedded processors, 2-channel HD Video Capture (up to 5M pixel raw frame)
 - Dual (2) channel 30 frame per second raw video format into input buffer
- The rich peripheral set provides the ability to control external peripheral devices and communicate with external processors. For details on each of the peripherals, see the related sections in this document and the associated peripheral reference guides. The peripheral set includes:
 - HD Video Processing Subsystem
 - Dual Port Gigabit Ethernet MACs (10/100/1000 Mbps) IEEE 1588 Time-
 - Parallel Camera Interface (CAM)
 - Aptina Global Shutter Monochrome Sensor (Infrared)
 - Aptina Rolling Shutter Color Sensor (Visible light)
 - Up to 128 General-Purpose I/Os (GPIO)

**Engineering Specifications:**

| Camera Performance | | |
|---|----------------------|---|
| Part# | Nominal Focal Length | Capture Range |
| VSR-2X-975 | 65 ft / 19.8 m | 54-65 ft / 16.5-19.8 m |
| VSR-2X-950 | 43 ft / 13.1 m | 27-43 ft / 8.2-13.1 m |
| VSR-2X-935 | 31 ft / 9.4 m | 19-31 ft / 5.8-9.4 m |
| VSR-2X-925 | 20 ft / 6.1 m | 13-20 ft / 4.0-6.1 m |
| VSR-2X-916 | 14 ft / 4.3 m | 10-14 ft / 3.0-4.3 m |
| <i>"X" in part number is "0" for regions with infrared reflective plates (most common); "5" for regions with non infrared reflective plates. Part numbers listed are for black cameras. Above distances may vary depending on plate mounting, and also for horizontal/vertical angles > 00</i> | | |
| Capture speed maximum | | 120mph (190kph) |
| Optics | | |
| Window | | Shatterproof window |
| Sensor | | 1/3" CMOS |
| Housing | | |
| Size (WxLxH) | | 6.9 x 6.5 x 2 in / 175 x 165 x 51 mm |
| Mounting – Mobile/Fixed | | 3-axis (Aim Precision) / Lock in place Low profile / Solid mount |
| Color | | Matte Black or Grey |
| Weight | | 3.5 lbs / 1.6 kg |
| Environmental | | |
| Environmental Protection | | IP67 / NEMA4 compliant |
| Operational temperature | | -40°C to 60°C -40°F to 140°F |
| Connector | | M12 8 pin X-coded female circular connector |
| Electrical | | |
| Power consumption | | Less than 8 W nominal; 12 W MAX |
| Input voltage | | POE+ (IEEE802.3at PD) |
| Engine crank (mobile deployment) | | Operational during vehicle start-up at 6V (100 ms) voltage dip, 10V (2 sec) |
| Cable Management | | |
| Cable length | | Up to 328 ft (100 m) |
| Type | | Cat5e or Cat6 |
| Connector | | M12 8 pin X-coded male connector (camera end) RJ45 (injector end) |

The main enclosure boxes will consist of the following parts:**Software:**

- CarDetector Fixed LPR server software for up to 35 points of capture
- LPR software is compatible with Vigilant's nationally hosted LEARN LPR data server / FL LEARN data server
- Centralized web based LPR system and data management
- Full suite of LPR tools including data analytics
- Teamviewer remote desktop support software

Hardware:

- NEMA Rated LPR Enclosure
- 120v surge protector
- POE Injector
- Router / Modem
- Micro PC



- 10A 12vdc Power Supply
- Remote Monitoring Hardware
- Interior mounted fan for air circulation inside enclosure
- Interior Temperature sensor
- All necessary mounting brackets (DOT APL Approved brackets) for LPR enclosure pole mount on standard pole ** Exact mounting must be approved by agency prior to commencement of installation.**
- Includes camera cable

The bridge enclosure boxes will consist of the following parts:

Hardware:

- NEMA Rated LPR Enclosure
- Line of sight radio
- 120v surge protector
- POE Injector
- 10A 12vdc Power Supply
- Remote Monitoring Hardware
- Interior mounted fan for air circulation inside enclosure
- Interior Temperature sensor
- All necessary mounting brackets (DOT APL Approved brackets) for LPR enclosure pole mount on standard pole **Exact mounting must be approved by agency prior to commencement of installation.**
- Includes camera cable

The LPR Speed Trailer with Two Line Message Capability will consist of the following hardware and software:

Mobile LPR Trailer 2-Camera System (MSRP \$37,850.00)

Software Includes:

- Includes CarDetector Fixed LPR Software with TAS Alert Client
- Includes Camera control package, Hot-List Management & reporting capabilities
- Windows 10 Pro License

Hardware Includes:

- Custom Built Battery and Equipment Enclosure w/ sliding equipment drawer
- 3x 200 aH sealed batteries
- 2x Reaper Cameras
- Enclosed Box built into trailer body
- Powder-coated and oven-baked camera housings
- Solid State Micro Intel i5 PC, USB3.0, Mini HDMI, 8GB DRAM, 120GB SSD, WIN 8.1 64 Bit OS
- Router / Modem
- Micro Shutdown Controller



- GPS Puck
- External Cell Antenna
- Programmable LED Speed Sign
- High output solar panels and solar charger
- Remote Monitoring System

Infrastructure Specifications

The use of high quality IP cameras and RF Equipment that utilize PoE+ (Power over Ethernet) IEEE 802.3at/af with network connectivity requirements of 100/1000Mb dictate that a high-quality cabling infrastructure to be used to ensure reliability.

Compliance:

ETL Verified ANSI/TIA-568-C.2 Cat 6

UL Subject 444 Communications Cables

UL Listed Type CM-LS

Sunlight Resistant Per UL 2556

NEC Article 800

ICEA S-90-661

California State Fire Marshal

RoHS Compliant

Project Costing

| <u>Per Location</u> | |
|---|---------------------|
| Hardware Cost: Fixed Installation and Trailer | \$198,975.00 |
| Software Cost: Fixed Installation and Trailer | \$19,550.00 |
| Installation Cost | \$58,870.00 |
| TOTAL Project Cost: | \$277,395.00 |

+\$8,000.00 Performance Bond

\$285,395.00 Grand Total

Payment Profile

Given the timescales involved with this project and the large amount of Capital equipment associated with the scope, VSS will require a staged payment profile to remain fiscally neutral throughout the project. As such we propose the following payment profile be adopted:

- 1) 40% Deposit with Initial order and contract acceptance.
- 2) 40% Upon completion of all LPR Locations



- 3) 20% Upon Final Handover and Acceptance Testing of the project. Final acceptance testing shall be conducted by agency to verify functionality, capture rate, and read accuracy. Acceptance testing shall be conducted in a reasonable amount of time and any issues made known to Vetted Solutions, so any defects can be corrected.

Proposal Notes

1. All prices are quoted in USD and will remain firm and in effect for 120 days.
2. This Quote does not include anything outside the above stated bill of materials.
3. Complete system includes twelve (12) month parts and labor warranty, extended warranty options are available.
4. Connectivity is assumed cellular or Cat5/6 w/ WAN access and requires single data plan per enclosure added to the current carrier plan.
5. Misc. Cost Includes access to Cloud Based Management System ("In Control") for 3 years
6. Installation services are entirely turn key and include Vigilant SSU&C fee's

Budget Projection (Annual Cost Breakdown):

- 1) Year 1 – All cost included in proposal (see below costing breakdown). This includes all licensing, server setup fees, installation, etc.

Total: Included in proposal

- 2) Year 2 - **Annual Breakdown YR2:**

Optional: Service / Warranty (fixed/mobile/trailer): \$12,325.00 (15 Fixed Cameras at \$625.00 Per Camera, 1x trailer @ \$2,950.00)

Mandatory: CLK Fees: \$4,675.00 (17 cameras @ \$275.00 per camera(15 fixed/2 trailer))

Total: \$17,000.00

- 3) Year 3 - **Annual Breakdown YR3:**

Optional: Service / Warranty (fixed/mobile/trailer): \$12,325.00 (15 Fixed Cameras at \$625.00 Per Camera, 1x trailer @ \$2,950.00)

Mandatory: CLK Fees: \$4,675.00 (17 cameras @ \$275.00 per camera(15 fixed/2 trailer))

Total: \$17,000.00

- 4) Year 4 - **Annual Breakdown YR4:**



Optional: Service / Warranty (fixed/mobile/trailer): \$12,325.00 (15 Fixed Cameras at \$625.00 Per Camera, 1x trailer @ \$2,950.00)

Mandatory: CLK Fees: \$4,675.00 (17 cameras @ \$275.00 per camera(15 fixed/2 trailer))

Total: \$17,000.00

5) Year 5 - **Annual Breakdown YR5:**

Optional: Service / Warranty (fixed/mobile/trailer): \$12,325.00 (15 Fixed Cameras at \$625.00 Per Camera, 1x trailer @ \$2,950.00)

Mandatory: CLK Fees: \$4,675.00 (17 cameras @ \$275.00 per camera(15 fixed/2 trailer))

Total: \$17,000.00

Service Timelines

Warranty Statement

These are the statements of Warranty / Maintenance being provided as part of this Fixed ALPR contract

During the warranty period:

- Vetted Security Solutions will be responsible for all shipping costs to and from the manufacturer.
- Vetted Security Solutions will be responsible for stocking all components to reduce turnaround time on repairs
- Vetted Security Solutions will provide a maximum fifteen (15) day turn-a-round on repairs from the date of receipt of the service ticket. In the event of a major malfunction that takes out one or multiple entire intersections that would be an escalated service ticket that would then have a timeline of repair of 8 days or less.
- Vetted Security Solutions will assure that repairs are completed within specifications with OEM parts.
- Each unit will come with a full parts and labor warranty for (12) months
- All software upgrades will be provided at no charge for the life of the project as outlined in the ESA contract with Vigilant Solutions.
- Repaired equipment to have complete warranty for 365-day period or original warranty period whichever is longer. Warranty to start at agency's receipt of repaired equipment. Shall include all labor and parts
- This warranty does not cover vandalism or units that have been physically damaged in any way.



MAINTENANCE AND SHIPPING

- Vetted Security Solutions provides toll-free telephone support service during normal business hours of 8:00 a.m. to 5:00 p.m. Eastern Standard Time, excluding legal holidays.
- The unit(s) must be repaired and reinstalled back to the agency within fifteen (15) days after the agency contacts Vetted Solutions to report an issue. In the event of a major malfunction that takes out one or multiple entire intersections that would be an escalated service ticket that would then have a timeline of repair of 8 days or less. All shipping charges are the responsibility of Vetted Security Solutions. Agency shall not pay any shipping charges.
- Software maintenance includes free access to software updates and software hot fixes.
- Hardware maintenance includes free repair/replacement of equipment.
- Parts ordered for license plate readers and associated parts must be original equipment manufacturer (OEM).

ACCEPTED AND AGREED TO:

Town of Lake Park Authorized Agent

By _____

VETTED SECURITY SOLUTIONS LLC

Ryan Barnett

Ryan Barnett
Owner / Operator

**PALM BEACH COUNTY
SHERIFF'S OFFICE**

RIC L. BRADSHAW, SHERIFF



Richard,

10/24/2018

FYI

At this time the Palm Beach County Sheriff's Office currently utilizes Vigilant Solutions exclusively for our LPR system. Our system spans across Palm Beach County providing the Pam Beach County Sheriff's Office extremely powerful investigative tool. Once the City of Lake Park has the system installed, the LPR data will be collected and added our server automatically. The Palm Beach County Sheriff's Office will utilize this intelligence to assist in future criminal investigations. PBSO manages this system across the board for its jurisdiction.

Thank You,

Detective Wayne Black

Palm Beach County Sheriff's Office
South Florida Task Force
Technical Services
561-688-4720 Office
561-688-4095 Fax
561-662-6240 Cell
blackw@pbso.org





To

Richard Scherle
Town of Lake Park
Dept. of Public Works
561-881-3345

Mr. Scherle,

I am very happy that you are considering Vetted Solutions / Vigilant Solutions as your LPR provider, and I am pleased to present you with the following elements which should support a *sole source* justification for your LPR project utilizing Vigilant Solutions LEARN backend.

- Vigilant Solutions owns and manages the single largest license plate recognition (LPR) data sharing initiative, known as the National Vehicle Location Service (NVLS). NVLS consists of over 9.0 billion LPR scans, and is growing at a rate of 35-40 million monthly. This extensive LPR data set provides intangible value from an investigative perspective.
- Vigilant Solutions offers a centralized hosted LPR offering eliminating any requirements of server hardware, database expertise, and software maintenance from the Agency. This hosted offering is made available by Vigilant in a secure data center with full backup and redundancy. This service from Vigilant comes at no additional cost to the Agency, and provides data storage, database optimization, and software updates.
- Vigilant Solutions offers a proprietary feature known as the Mapping Alert Service (MAS). MAS enables the Agency to leverage the data sharing initiative of NVLS to match ALL available LPR data against Agency hotlists and provide "hits" on a map interface with agency-customizable icons. This can be used both to locate vehicles of interest, and also to visualize criminal "hot-spots" for predictive policing efforts.
- Vigilant Solutions offers a proprietary feature in its mobile LPR system known as the Mobile Hit Hunter (MHH). Similar to MAS, MHH enables the Agency to match recent NVLS data against the Agency hotlists and distribute any resulting "hits" to MHH-equipped patrol vehicles that are within a two-mile radius of the suspect vehicle. This service greatly enhances the efficiency of officers on patrol.
- Vigilant Solutions offers a proprietary smartphone application known as the Mobile Companion. Available for both iPhone and Android devices, the Mobile Companion allows for an agency user to capture license plate images for checking against agency hotlists, contribute plate reads to NVLS, and

Vetted Security Solutions

Tel 901-545-9825
Fax

621 Monte Cristo Blvd
Saint Petersburg, FL 33715

www.vettedsolution.com
rbarnett@vettedsolution.com



02.26.2018

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also perform queries against collected data. This is ideal for special events, bike rallies, and officers on foot patrol.

- Vigilant Solutions is the only vendor to provide the ability to administer software updates to field installed mobile LPR systems directly from the back-office. Software updates from Vigilant are made available to Agency Managers in LEARN, and can then be pushed out to vehicles in the field via standard LEARN server-to-vehicle communications. This feature saves time for the Agency in administering field software updates.
- Vigilant Solutions is the only vendor to offer a Site License Agreement (SLA) program entitling the Agency to ongoing and unlimited technical support as well as software enhancements.
- Vigilant Solutions is the only vendor to offer a wiring harness meeting the Society for Automotive Engineers, SAE J-1128 'Standard for In-Car Wiring Harnesses'. The wiring harness consists of fire rated/retarded materials, including a 'shut-off' switch, Power Conditioner (to protect electronics against varying vehicle voltages), and inline fuse panel.
- Vigilant Solutions is the only LPR vendor that offers mobile LPR system using a Digital Signal Processor (DSP). This is important to the Agency because a DSP unit is a solid-state device that contains no moving parts including the processor, motherboard, or memory. The DSP is designed for ruggedized mobile conditions and is resistant to failure due to shock and other adverse conditions commonly seen in a patrol vehicle.
- Vigilant Solutions offers a proprietary feature known as Stakeout allowing for multiple points of interest to be defined on a map, with corresponding geo-zones and times/dates, for the location of "common plates" that are seen in more than one of the locations of interest. This feature allows for investigations into pattern crimes (robberies, burglaries, sex offenses, etc)

for generating leads into the identification of serial offenders and the identification of associated members of organized criminal enterprises.

10.12.2018

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- Vetted Security Solutions is the exclusive authorized partner for Palm Beach County Sheriff's Department.

The above qualifications demonstrate why Vetted Solutions / Vigilant Solutions is uniquely qualified to meet the needs of the City of Lake Park. We look forward to serving you.

Best Regards,

Ryan Barnett
Owner / Principal
Vetted Security Solutions
Authorized Vigilant Solutions Gold Partner



Town of Lake Park Town Commission

Item 8.

Agenda Request Form

Meeting Date: October 18, 2023
Originating Department: Special Events
Agenda Title: 2023 Vets Day Car Show Requests

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: 2023.10.09 15:34:39 -04'00' **Date:** _____

Cost of Item: \$930.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

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

Attachments: 2023 Vets Day Car Show Facility Rental Application
2023 Vets Day Car Show Special Event Permit Application

Please initial one:
X Yes I have notified everyone
____ Not applicable in this case

Summary Explanation/Background:

A special event permit application was submitted by Stefanie Scott as the organizer of the Vets Day Car Show. The permit application is proposing the event to be held in Kelsey Park on Sunday, November 12, 2023 from 9:00 am – 3:00pm. Stefanie Scott is the wife of the original Vets Day Car Show organizer, Mike Scott who passed away in 2022. Stefanie is now working with the Town's Special Events Department and is requesting that this event be co-sponsored by the Town of Lake Park. The Town has co-sponsored this event on an annual basis for several years. The event is an asset to the Town and the organizer is committed to continuing this partnership on an annual basis. Co-sponsoring would provide the organizer some relief on our Town application, facility rental and deposit and personnel fees. At this time, the organizer requests the following:

| REQUESTED CATEGORY | VALUE (monetary or other) | TOTAL |
|--|---|--|
| Marketing Assistance <ul style="list-style-type: none"> • The use of the Town of Lake Park logo on all event marketing material • Event flyer and information posted on the Town of Lake Park website (Special Events Department page and Town calendar) • Event flyer and information posted on all Town of Lake Park social media accounts | No monetary value | N/A |
| Certificate of Insurance The organizers would like the Town to waive the requested Certificate of Insurance requirement for special event permits. This waiver would require the Town of Lake Park to take on the liability for the event. | No monetary value unless a claim is received | No monetary value unless a claim is received |
| Security Deposit The organizer would like to have the Kelsey Park Refundable Security Deposit Fee waived. | \$1,500.00 | \$1,500.00 (Indirect Cost) |
| Rental Fee The organizer would like to have the Kelsey Park Rental Fee waived. | \$600.00 flat rate rental fee \$42.00 tax | \$642.00 (Indirect Cost) |
| Application Fee The organizer would like to have the Special Event Permit Application Fee waived. | \$50.00 | \$50.00 (Indirect Cost) |
| Staff Fee The organizer would like to have the Staff Fee waived. | \$30.00 per hour | \$300.00 (Direct Cost) |
| Public Works Department The organizer would like to have the Sanitation Service Fee from the Public Works Department waived. Sanitation Service – Delivery of (6) 95 gallon cans, with after-event emptying and disposal. (3) hours at \$35.00 per hour. | \$35.00 per hour | \$105.00 (Direct Cost) |
| Public Works Department The organizer would like to have the Special Event Parking Set Up Fee from the Public Works Department waived. | \$525.00 flat rate special event parking set up fee | \$525.00 (Direct Cost) |
| <u>TOTAL WAIVERS REQUESTED</u> Direct Costs - \$930.00 Indirect Costs - \$2,192.00 | | |

I move to accept the requests made by the organizer of the 2023 Vets Day Car Show.

Item 8.



**TOWN OF LAKE PARK
SPECIAL EVENTS DEPARTMENT
SPECIAL EVENT PERMIT APPLICATION**

For Events being held on Town Property, Town services may be requested for an additional fee(s). Please schedule a pre-submittal meeting with the Special Events Director at least 60 days in advance of your event by calling 561-840-0160.

This Application must be completed and submitted by the Event Organizer ("Applicant")

If this Event requires a Town facility rental, please contact our Special Events Department at 561-840-0160 regarding the completion of the Facility Usage Application **PRIOR** to submitting this application.

Instructions:

This **completed** Special Event Permit Application and **all** relevant attachments must be submitted to the Special Events Department not less than thirty **(30) calendar days** prior to the date of the proposed Event. For events being proposed wholly or partially on Town Property, the deadline to submit is sixty **(60) calendar days** prior to the date of the proposed Event.

Application Fee Due and Payable Upon Submittal: \$100.00 (\$50.00 for individuals or Non-profit organizations). Note: Application Fees are Non-Refundable.

Non-Profit IRS Tax Identification Number (required if Applicant is a non-profit):

(If applicable)

Name of Applicant (i.e. Event Organizer):

Stefanie Scott

Name of Event:

2023 Vets Day Car Show

Address/Location of Event:

Kelsey Park - 601 US Highway 1, Lake Park, FL 3303

Are you interested in sponsorship from the Town of Lake Park? Yes ___ No ___

Dates/Times of the event (as applicable):

| | Date | Day | Begin Time | End Time |
|-------------|-------------|--------|---|---|
| Event Day 1 | November 12 | Sunday | 7:00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM | 5:00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM |
| Event Day 2 | _____ | _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM | <input type="checkbox"/> AM <input type="checkbox"/> PM |
| Event Day 3 | _____ | _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM | <input type="checkbox"/> AM <input type="checkbox"/> PM |
| Event Day 4 | _____ | _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM | <input type="checkbox"/> AM <input type="checkbox"/> PM |
| Event Day 5 | _____ | _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM | <input type="checkbox"/> AM <input type="checkbox"/> PM |
| Event Day 6 | _____ | _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM | <input type="checkbox"/> AM <input type="checkbox"/> PM |

Additional Applicant Information:Name: Stefanie ScottAddress: 11411 SE Federal Highway, #118State/Zip Hobe Sound, FL 33455CONTACT PHONE: 772-834-8028

Alternate Phone # _____

Fax: _____

E-mail: notthetypicallady@yahoo.com**Description and Purpose of the Event**Annual Vets Day Car Show held in Lake Park. Originally organized by the late Mike Scott.Event requires a \$20.00 registration which is open to all early and late model vehicles. Trophies will be awarded in more than 20 classes, including the Mike Scott Memorial Award.Estimated number of participants? 500Has this event ever occurred in the Town of Lake Park? Yes X No _____Has this site had a Special Event Permit this calendar year? Yes _____ No XWill there be an admission fee for the Event? *If yes, how much?* Yes _____ (\$____) No X**535 PARK AVENUE, LAKE PARK, FLORIDA • Phone 561-881-3318 • Fax 561-881-3323****Special Event Permit Application****Revised: January 2023****Previous Editions Obsolete**

****THE FOLLOWING SECTIONS MAY NOT APPLY TO
NON-COMMERCIAL EVENTS****

Will your event require road closure?

Yes X No _____

If YES, describe the requested street segment closure and time and provide a Traffic Circulation Plan prepared by a Traffic Engineer, including a detour signage plan. You are responsible for notifying affected businesses/entities, including Palm Tran, regarding affected routes: _____

(Initial to acknowledge statement)

EVENT COMPONENTS (Check the items that will be associated with your event.)

- X Road closure - Outside lanes of Park Avenue
- X Electric service hook-up required
- X Water service hook-up required
- _____ Sidewalks blocked
- X Municipal park(s) prepared
- X Booths or other temporary structures
- _____ Parking lots to be partially or completely closed
- X Food Vendors (Liquid Propane Gas Log)
- _____ Town litter pick-up or street sweeping
- X Tents (if yes, describe type and size 10x10)
- _____ Barricades ordered
- _____ Alcohol served
- _____ Security/Law Enforcement
- X Music, bands, DJ
- _____ Rides or other amusements
- _____ Animals
- _____ Fireworks
- _____ Bleachers
- _____ Designated parking area
- X Town Restroom (if yes, please describe Kelsey Park)
- _____ Portable Restrooms (if yes, please describe _____)
- X Dumpsters/Trash Receptacles
- _____ Portable stage
- _____ Other (e.g., bounce house, etc.)

EVENT VENDOR(S) LIST ALL NAMES (identify which ones are food trucks)

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Will the event require the use of electricity? Yes X No _____

Will the event require water hook-up? Yes X No _____

*Will food and/or beverages be served? Yes X No _____

*Will the event have vendors or concession sales, including food? Yes X No _____

****If the answer to the above question is YES, the Applicant/Event Organizer is responsible for securing all respective Palm Beach County and State of Florida Health Certificates for food vendors, as well as copies of all other commercial vendor licenses.***

WILL THE EVENT INCLUDE FOOD TRUCKS? Yes _____ No X

****If the answer to the above question is YES, all food trucks must have the proper State license, PBC Business Tax Receipt, and a current PBC Fire Rescue Safety Inspection Report. Copies of these documents must be provided to the Town no later than fourteen (14) calendar days prior to the event.***

For events on Town property, the Liquid Propane Gas tanks will be inspected the day of the event for leaks prior to operating any gas appliances. Applicants must provide staff with their LPG Log at each event to ensure proper safety measures have been followed.

For events on Town property, Applicants must also provide to the Town a Certificate of Insurance issued no more than thirty (30) days prior to the date of the event and naming the Town of Lake Park (and the CRA, if the event is taking place within the CRA area) as certificate holder and an additional insured with respect to commercial general liability. The required limits are \$1 million per occurrence and \$2 million aggregate. \$100,000 damage to rented premises must also be provided.

Applicants who are found to have attempted to circumvent this requirement by using another person/entity for the purposes of obtaining the required insurance coverage shall be barred from obtaining another special event permit within the Town for three years.

____ SS

(Applicant initial to acknowledge statement)

The Applicant holds full responsibility and liability for its vendors. _____

(Initial to acknowledge statement)

**Will alcoholic beverages be served? Yes _____ No X

*****If the answer to the above question is YES, additional liquor legal liability insurance usual to the insured's operations with a \$1million limit must be included on the Certificate of Insurance.***

***Are you proposing signage? Yes X No _____

******If the answer to the above question is YES, please fill out the Signage Permit Application available in the Community Development Department. An additional \$100.00 application fee is required for this signage application. This application will be deemed incomplete if signage is proposed and a signage application is not submitted.***

Will the event have an official "Flyer" and/or promotional materials? Yes X No _____
If yes, please provide a copy of the "Flyer".

Please provide a sketch of the Special Event site including: Proposed location of parking, tent(s), concession stand(s), booth(s), stage(s), etc. OR provide an attachment:

SEE ATTACHED SITE PLAN

NOTE: Public parking spaces are on a first-come, first-serve basis, and may be metered depending on where your event is being held.

IF TENTS ARE BEING UTILIZED:

MAXIMUM ALLOWABLE TENT SIZE IS 35' X 45'.

For ALL tents larger than 10 ft. x 10 ft. (pop-up style), a *Certificate of Flame Resistance* is required and must accompany this Special Event Permit Application.

(All requirements imposed by any of the reviewing entities below, will be communicated to the Applicant early-on and must be secured no later than 14 calendar days in advance of the event, with verification provided to the Town prior to the issuance of the Special Events permit)

(FOR OFFICE USE ONLY)
SIGNATURES/APPROVALS:

Please Sign and Date

SPECIAL EVENTS DIRECTOR:

 DATE: _____

PUBLIC WORKS DIRECTOR:

 DATE: _____

MARINA DIRECTOR:

 DATE: _____

PALM BEACH COUNTY SHERIFF:

 DATE: _____

PALM BEACH COUNTY FIRE-RESCUE:

 DATE: _____

RISK MANAGEMENT:

 DATE: _____

ADA Requirements

Insurance
Requirements

COMMUNITY DEVELOPMENT DIRECTOR:

 DATE: _____

A copy will be provided to the Staff Member and/or Code Officer if on duty.

Additional Comments (reviewers may include attachments):

APPLICANT SIGNATURE: _____

APPLICANT PRINTED NAME: _____ **DATE:** _____

PROPERTY OWNER: *(If Property Owner is not the Applicant)*

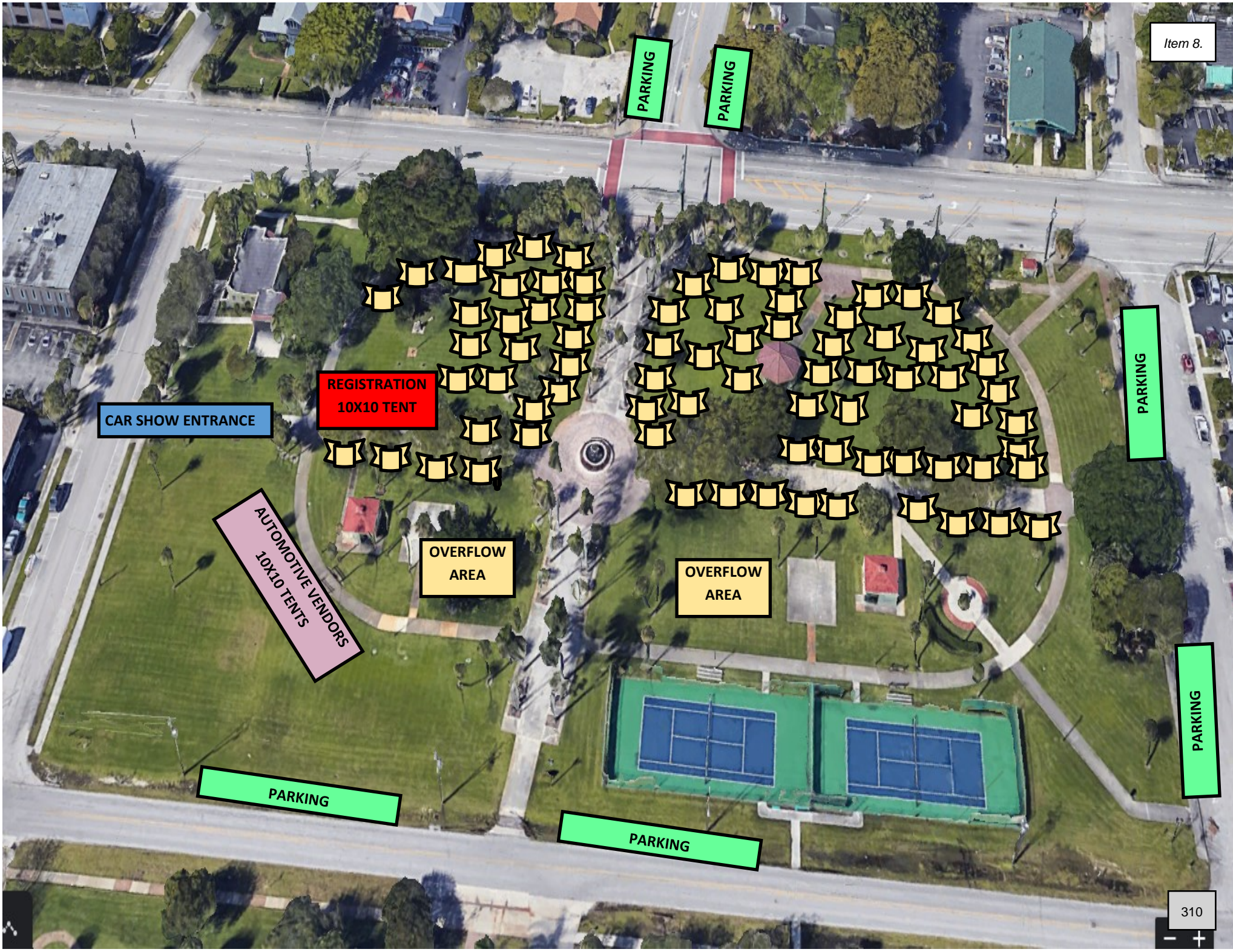
Riunite Franks - On behalf of the Town of Lake Park

DATE: 9/14/23

PROPERTY OWNER PRINTED NAME:

Riunite Franks - On behalf of the Town of Lake Park

DATE: 9/14/23



PARKING

PARKING

PARKING

PARKING

PARKING

PARKING

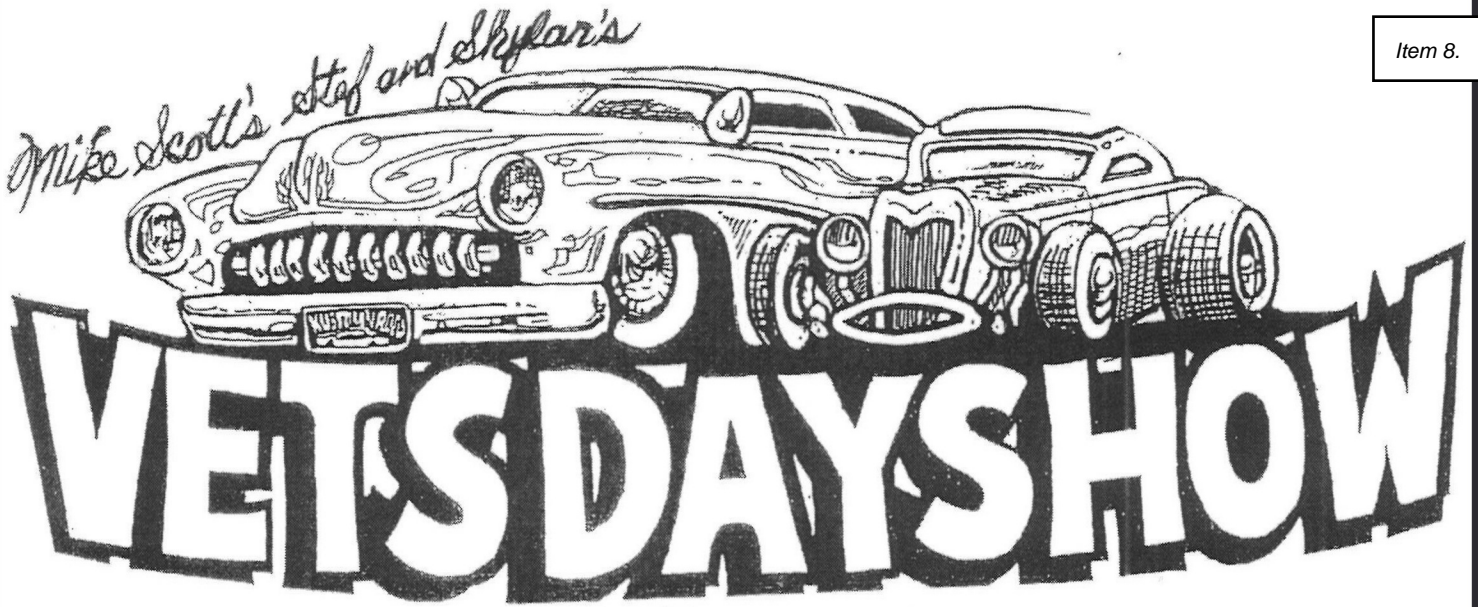
REGISTRATION
10X10 TENT

CAR SHOW ENTRANCE

AUTOMOTIVE VENDORS
10X10 TENTS

OVERFLOW
AREA

OVERFLOW
AREA



Sunday, November 12, 2023

9:00 AM - 3:00 PM

Kelsey Park

601 US Highway 1

Lake Park, FL 33403

\$20.00 Registration Fee

Open To All Early And Late Model Vehicles

Top 20 Trophies

Special Mike Scott Memorial Award

For More Information Contact

Stefanie Scott

772-834-8028

**2023 VETS DAY CAR SHOW
NOVEMBER 12, 2023
EVENT REQUESTS**

1. The organizers of the Vets Day Car Show would like to request the following items from the Town of Lake Park Public Works Department:
 - Pick up and deliver 95 gallon garbage cans (round trips)
 - Empty extra 95 gallon garbage cans (after event)
 - Closure of outside lanes on Park Avenue to be used as parking for event attendees
2. The organizers of the Vets Day Car Show would like to request that the Town of Lake Park once again join the event as a Co-Sponsor that would allow for Town-related advertising. This includes the ability to advertise on the Town website, social media pages and to utilize the Town logo on event advertisements.
3. The organizers of the Vets Day Car Show would like to request that the Town of Lake Park waive the following fees:
 - Park Rental Refundable Security Deposit - \$1,500.00
 - Park Rental Fee - \$600.00 (rental) & \$42.00 (tax)
 - Park Rental Staff Fee - \$300.00
 - Special Event Permit Application Fee - \$50.00
 - Signage Permit Application Fee - \$100.00
 - Barricade, Sanitation and Lane Closure Fees from Public Works



Facility Usage Agreement

This agreement, made the 1st day of September, 2023, by and between THE TOWN OF LAKE PARK, a Florida municipal corporation (Town) and Stefanie Scott (Renter).

Premises: Town leases to Renter and Renter leases from Town the Kelsey Park (Facility Name)

Term: The hours of rental are from 7 o'clock a.m. until 5 o'clock p.m. on November 12, 2023 (Day/Date).

Security Deposit: Event organizer shall deposit with Town the sum of \$ 1,500.00 as security for the full and faithful performance by event organizer of all of event organizers obligations hereunder. The deposit shall be made at the time the reservation for the premise is made with Town. No interest shall be paid upon the security deposit nor shall Town be required to maintain said deposit in a segregated account. The security deposit shall not be considered prepaid rent. In the event that the event organizer shall default in the full and faithful performance of any of the terms hereof, then Town may, without notice, either retain the security deposit as liquidated damages, or Town may retain the same and apply it toward actual damages sustained by Town by reason of the default of the event organizer. If the event organizer fully and faithfully complies with all of the terms hereof, the security deposit or any balance thereof shall be returned to the event organizer within one month of the event.

Rental Rate: Event Organizer shall pay Town the rental sum of \$ 942.00, fourteen (14) business days prior to the event. Any payment made to the Town after the 14 days must be paid in cash only.

Leases and Assignments: Event Organizer shall not have the right to assign this agreement to any other person or entity.

Rules and Regulations: The rules and regulations included hereto shall be incorporated into and made a part of this agreement.

Indemnification: Renter shall, during the term of this agreement, fully protect, indemnify and hold Town harmless from any and all claims, demands, actions, suits, judgments, liabilities, losses, costs and expenses (including reasonable attorney's fees and expenses) of every kind and character arising, or alleged to arise, out of or in connection with any injury to, or the death of, any person or any damage to or loss of any property in any manner growing out of or connected with, or alleged to grow out of or to be connected with, any act, omission, event, condition or casualty in connection with the business or profession conducted on the premises or the use or occupancy of the premises by Renter, his employees, agents, licensees or invitees, or causes by or resulting from, or alleged to be caused by or to result from, the negligence of other conduct of Renter, his employees, agents, licensees or invitees.

General Provisions:

Captions: The captions or titles to the various sections of this agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this agreement or of any parts thereof.

Joint and Several Obligations: If event organizer consists of more than one person or entity, the obligation of all such persons is joint and several.

Situs: The agreement shall be constructed and interpreted according to the laws of the State of Florida.

In witness whereof, the parties have executed this Agreement, as evidence of their agreement to the information set out therein.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THIS RENTAL AGREEMENT POLICY.

EVENT ORGANIZER: _____
(PRINT)

(SIGNATURE)

DATE: _____/_____/_____



TOWN OF LAKE PARK

535 Park Avenue
Lake Park, FL 33403
561-881-3338

Item 8.

FACILITY RENTAL RECEIPT

NAME: Stefanie Scott
ADDRESS: 11411 S.E. Federal Highway, #118
Hobe Sound, FL 33455
PHONE: 772-834-8028
EVENT DATE: November 12, 2023
EVENT TIME: 8:00 am to 4:00 pm
SET-UP TIME: 7:00 am to 8:00 am
BREAK DOWN TIME: 4:00 pm to 5:00 pm
EVENT TYPE: Vets Day Car Show
LOCATION: Kelsey Park NO. OF PEOPLE 500

RENTAL (Plus 7% Tax)

| | | |
|--|-----------------------------|------------------|
| RFRNT Resident Fee | \$ _____/HR* X _____ HRS | \$ _____ |
| RFRNT Non-Resident Fee | \$ _____/HR* X _____ HRS | \$ _____ |
| * Plus \$30/hr Personnel Fee (see below) | | |
| RFRNT Flat Rate Rental Fee | \$ <u>600.00</u> | \$ <u>600.00</u> |
| RFRNT Set-up/Breakdown | \$30.00/HR X _____ HRS | \$ _____ |
| | RENTAL FEE | \$ <u>600.00</u> |
| RFTAX | TAX 7% (On Rental Fee only) | \$ <u>42.00</u> |

TOTAL RENTAL FEE (From above taxed box) \$ 642.00

DEPMB/DEPPV DEPOSIT \$ 1,500.00

RSCUR *PERSONNEL \$30.00/HR X 10 HRS = \$ 300.00

TOTAL: \$ 2,442.00

PAID TODAY: \$ _____

(14 days prior to the Event) (Balance Due Date: 11/3/23)

BALANCE DUE: \$ 2,442.00

NOTES: Organizer is asking Town to waive all fees.