



## Lake Park Town Commission, Florida

### Regular Commission Meeting

Wednesday, March 01, 2023 at 6:30 PM

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

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

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

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#### CALL TO ORDER/ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### SPECIAL PRESENTATION/REPORT:

1. Proclamation Designating March 2023 as Irish American Heritage Month
2. Let's Move Palm Beach County Proclamation
3. Declaring March 2023 as Florida Bicycle Month

#### CONSENT AGENDA:

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

4. February 15, 2023 Regular Commission Meeting Minutes
5. Resolution 17-03-23 Providing For United Special Patrol, Inc. D/B/A United K9 Special Patrol (Contractor) To Lock And Unlock Lake Shore and Kelsey Park Public Restrooms And Tennis Courts As Part Of Their Regular Patrol Duties, As Directed By The Town.

- [6.](#) Resolution 18-03-23 Authorizing And Directing The Vice-Mayor To Execute An Agreement With Rust Tech Services, LLC., For Water Treatment Services For The Town's Irrigation Systems.
- [7.](#) Resolution 19-03-23 Approving Submission Of An Application For Funding Through The Community Development Block Grant (CDBG) Program To Enhance And Improve The Safety Of The Ilex Park Playground.
- [8.](#) Resolution 20-03-23 Update to The Tyler Agreement To Align With Our Fiscal Year (10/1 – 9/30) Except As Expressly Indicated In This Amendment, All Other Terms And Conditions Of The Agreement Shall Remain In Full Force And Effect.
- [9.](#) Request For Authorization For The Town Manager To Approve Two Work Authorizations For Hinterland Group, Inc., To Provide Emergency Stormwater Infrastructure Repair Services At Joule Road And Crescent Drive Alleyway, Per Pricing, Terms, And Conditions Of The City Of Palm Beach Gardens/Hinterland Contract Number ITB2021-127CS (Cooperative Purchase).
- [10.](#) Request For Authorization To Adjust The Fiscal Year 2023 Budget To Change The Pay Grade For The Position Of Marketing Specialist From Grade 60 To Grade 90.
- [11.](#) Resolution 21-03-22 Expressing Support For Senate Bill 350 And House Bill 235 Relating To Alternative Mobility Funding Systems.

**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.*

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

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

**NEW BUSINESS:**

- [12.](#) Michael Steinhauer Facility Rental Waiver Request.
- [13.](#) Andrew's Place Learning Center Facility Rental Waiver Request.
- [14.](#) Request To Authorize The Town Manager To Encumber And Expend Funding And To Approve A Proposal From Engenuity Group For The Development Of 100% Construction-Ready Engineering Design Plans Associated With The Proposed Oval-A-Bout At The Roadway Intersection Of 10Th Street, Prosperity Farms And Northern Drive.
- [15.](#) Parks Master Plan Prioritization Discussion.



**PUBLIC COMMENT:**

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

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

**REQUEST FOR FUTURE AGENDA ITEMS:**

**ADJOURNMENT:**

**FUTURE MEETING DATE:** Next Scheduled Regular Commission Meeting will be held on March 15, 2023.



## Town of Lake Park Town Commission

### Agenda Request Form

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**Meeting Date:** March 1, 2023  
**Originating Department:** Town Clerk  
Proclamation Designating March 2023 as Irish American Heritage  
**Agenda Title:** Month  
**Approved by Town Manager:** John D'Agostino **Date:** 02-07-23

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**Cost of Item:** \$0.00 **Funding Source:** \_\_\_\_\_  
**Account Number:** \_\_\_\_\_ **Finance Signature:** \_\_\_\_\_

**Advertised:**  
**Date:** n/a **Newspaper:** \_\_\_\_\_

**Attachments:** Request from Ancient Order of Hibernians  
Proclamation

**Please initial one:**  
S.E. Yes I have notified everyone  
Not applicable in this case

**Summary Explanation/Background:**

**Recommended Motion:**

**PROCLAMATION  
IN HONOR OF IRISH AMERICAN HERITAGE MONTH**

**WHEREAS**, by 1776 nearly 300,000 Irish nationals had emigrated to the American colonies and played a crucial role in America's War for Independence; and

**WHEREAS**, five signers of the Declaration of Independence were of Irish descent and three signers were Irish born; and

**WHEREAS**, Irish Americans helped to fashion a system of government for our young Nation; and

**WHEREAS**, twenty-two Presidents have proudly proclaimed their Irish American heritage; and

**WHEREAS**, in 1792 Irish born James Hoban provided the architectural plans for the the White House and served as one of the supervising architects for the construction of the Capitol; and

**WHEREAS**, Irish born Commodore John Barry was recognized by the United States Congress in September of 2002 as the "First Flag Officer of the United States Navy"; and

**WHEREAS**, Commodore John Barry fought the last sea battle of the American Revolution off the coast of Florida; and

**WHEREAS**, in 1813, Captain Oliver Perry, An Irish American, achieved a major naval victory in the Battle of Lake Erie; and

**WHEREAS**, in 1942, the 5 Sullivan brothers made the ultimate sacrifice for democracy and freedom during the Naval Battle of Guadalcanal and later had the Destroyer USS Sullivan commissioned in their memory; and

**WHEREAS**, the Irish first came to Spanish "*La Florida*" in the 1500s - first as missionaries and mercenary soldiers and then as planters, traders, businessmen, doctors and administrators; and

**WHEREAS**, three of the Spanish Governors of "*La Florida*" were actually Irish military officers; and

**WHEREAS**, Fr. Richard Arthur, an Irish-born priest from Limerick who was appointed parish priest for St. Augustine in 1597 and ecclesiastical judge of "*La Florida*," established the first public school in America and opened it to both boys and girls of all races; and

**WHEREAS**, Andrew Jackson, whose family came from County Antrim, served as Florida's military governor following its acquisition by the United States; and

**WHEREAS**, Irish Americans, since America's inception, have provided and continue to provide leadership and service to this nation's political, business and religious establishments; and

**WHEREAS**, it is fitting and proper to celebrate the rich cultural heritage and the many valuable contributions of Irish Americans

**NOW, THEREFORE**; on behalf of the Commission of the Town of Lake Park, I, Kimberly Glas-Castro, Vice-Mayor of the Town of Lake Park, Florida do hereby recognize March 2023 as Irish American Heritage Month.

**IN WITNESS WHEREOF**, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 1<sup>st</sup> day of March, 2023.

BY:

ATTEST:

\_\_\_\_\_  
Vice-Mayor Kimberly Glas-Castro

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



## Town of Lake Park Town Commission

### Agenda Request Form

Meeting Date: March 1, 2023

Agenda Item No.

Agenda Title: Let's Move Palm Beach County Proclamation

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

Approved by Town Manager John D'Agostino Digitally signed by John D'Agostino  
DN: cn=John D'Agostino, ou=Town of Lake Park,  
ou=Town Manager,  
email=jdagostino@lakeparkflorida.gov, c=US  
Date: 2023.02.21 12:20:38 -05'00' Date: \_\_\_\_\_

*Vivian Mendez, Town Clerk*

Name/Title

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

### Summary Explanation/Background:

An initiative, led by Digital Vibe, Inc. and the Palm Beach Foundation, challenges Palm Beach County residents to take charge of their health – physically and mentally. In the first year the “Let’s Move” challenge sparked Palm Beach County residents to log 100,000 minutes of movement. The number has continued to increase every year. Last year, Palm Beach County logged over 59 million minutes and they are striving to keep the momentum going.

The purpose of this agenda item is to inform more residents and get them engaged in the month-long program & events by proclaiming March 2023 as Let’s Move Palm Beach County Month.

**Recommended Motion:** I move to approve the Let’s Move Proclamation

**From:** [PolitiCALM](#)  
**Subject:** Request for Proclamation: Let's Move Palm Beach County Month  
**Date:** Monday, February 6, 2023 2:01:54 PM  
**Attachments:** [POLITI Calm 2.png](#)  
[Let's Move PBC Proclamation - 2023.docx](#)  
[Let's Move PBC Proclamation - 2023.docx.pdf](#)

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Dear Elected or Civic Official,

### **Request for Proclamation:**

**Let's Move: Commit to Change Physical Activity Challenge** motivates Palm Beach County residents to take charge of their health -- physically and mentally. This initiative is led annually by [Digital Vibez, Inc.](#) and the [Palm Health Foundation](#).

In its first year of the challenge Palm Beach County residents logged 100,000 minutes and the numbers have continued to increase every year since! In 2021, Palm Beach County logged over **59 million minutes** and we want to keep this momentum going!

We need your help to keep Palm Beach County *moving*!

To inform more residents and get them engaged in our month-long programs & events ([see the schedule here](#)), we are requesting a proclamation in the month of March 2023 as "Let's Move Palm Beach County Month". A draft proclamation has been attached for your use.

Please inform us of your acceptance to make this proclamation so organization representatives can accept in person or virtually. Thank you for your continued support.

If you have any questions, please email [hello@politicalm.com](mailto:hello@politicalm.com) or simply reply to this email.

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Here for you,

561.203.9442  
561.473.2745  
401 N. Rosemary Ave.  
West Palm Beach, FL 33401





## ***Let's Move Palm Beach County Proclamation***

**WHEREAS**, the Town of Lake Park takes special notice and acknowledges exceptional organizations that help residents who live, work and play within the jurisdiction; and

**WHEREAS**, in 2010 Digital VibeZ was founded to reach out to underserved youth in Palm Beach County by empowering them through dance fitness, technology and the arts; and

**WHEREAS**, Digital VibeZ partners with the Palm Health Foundation, annually to host The *Let's Move: Commit to Change Physical Activity Challenge*: a county-wide initiative that focuses on physical activity, nutrition and healthy behaviors; and

**WHEREAS**, Digital VibeZ, Inc. and Palm Health Foundation present the annual challenge, which takes place annually from March 1-31 and encourages individuals within and beyond Palm Beach County to take charge of their health by participating in fun fitness exercises; and

**WHEREAS**, The *Let's Move* initiative was originally introduced on a national level, by First Lady Michelle Obama in 2010, with the goal of decreasing childhood obesity throughout the United States due to the fact that nearly one in three children in the United States are overweight or obese and if this problem persists, 1/3 of all children born in 2000 or later will suffer from diabetes at some point in their lives, or will face other obesity-related health problems such as heart disease, high blood pressure, asthma and cancer; and

**WHEREAS**, Digital VibeZ and the Palm Health Foundation invite all residents to take the challenge to MOVE by forming teams, registering online, committing to exercising for at least 30 minutes a day throughout the month of March, and logging their minutes on the *Let's Move* website, [www.letsmovePBC.org](http://www.letsmovePBC.org). In 2012, Palm Beach County logged 100,000 minutes in the first year of the challenge and we have met the challenge each year since, rising in 2021 to over 59 million minutes logged!

**NOW, THEREFORE**, I, Kimberly Glas-Castro, Vice-Mayor of the Town of Lake Park, do hereby proclaim the month of March, as:

### ***Let's Move Palm Beach County Month***

and urge all citizens to join us in moving to improve their fitness, mental health, and overall health.

***IN WITNESS WHEREOF***, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 1<sup>st</sup> day of March, 2023.

BY:

ATTEST:

\_\_\_\_\_  
Vice-Mayor Kim Glas-Castro

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



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** March 1, 2023

**Agenda Item No.**

**Agenda Title: Proclamation Declaring March 2023 as Florida Bicycle Month.**

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

**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: 2023.02.21 16:31:57 -05'00'    **Date:** \_\_\_\_\_

***Vivian Mendez, MMC, Town Clerk***

**Name/Title**

<b>Originating Department:</b>  <b>Vice-Mayor Glas-Castro</b>	<b>Costs: \$ 0.00</b> <b>Funding Source:</b> <b>Acct. #</b> <input type="checkbox"/> <b>Finance</b> _____	<b>Attachments:</b> <b>Proclamation</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____. <b>Please initial one.</b>

**Summary Explanation/Background:** The Town has been asked to support a proclamation declaring March 2023 as Florida Bicycle Month. At the February 15, 2023 Regular Commission meeting, the Commission expressed support of the proclamation.

**Recommended Motion:** No motion necessary. The Vice-Mayor will present the Proclamation.

## DECLARING MARCH 2023 AS FLORIDA BICYCLE MONTH

**WHEREAS**, the Town of Lake Park residents and visitors engage in bicycling as a viable and environmentally sound form of transportation and an excellent form of physical activity and recreation; and

**WHEREAS**, the State of Florida recognizes March officially as Bicycle Month and Palm Beach County will recognize it locally; and

**WHEREAS**, Florida Bicycle Month features a number of fitness opportunities and events for riders of all ages to enjoy throughout the month at various parks and locations throughout Palm Beach County; and

**WHEREAS**, the recognition of Florida Bicycle Month will raise awareness of bicycling and ultimately promote physical activity and healthy lifestyles by elevating bicycling as a more widely accepted choice of transportation;

**WHEREAS**, the Palm Beach Transportation Planning Agency plans and recommends projects to make bicycling more accessible and promotes comprehensive community education efforts aimed at improving bicycle safety; and

**WHEREAS**, through these efforts, Palm Beach County now has over 200 miles of designated bicycle facilities, with more than 600 miles of additional bicycle facilities planned and will continue to promote a connected network of improved bicycle level of service.

**NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN OF LAKE PARK**, assembled in regular session this 1<sup>st</sup> day of March 2023, that the month of March 2023, in the Town of Lake Park, is hereby proclaimed

### *Florida Bicycle Month*

**BE IT FURTHER PROCLAIMED BY THE TOWN OF LAKE PARK**, that this proclamation is duly sealed, ribboned and executed by the members of this Town Commission. The foregoing proclamation was sponsored by Honorable Vice-Mayor Kimberly Glas-Castro, and upon unanimous consent of the Town Commission, the Vice-Mayor declared the proclamation duly enacted.

Attest:

By: \_\_\_\_\_  
Kimberly Glas-Castro, Vice- Mayor

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



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:**      **March 1, 2023**

**Agenda Item No.**

**Agenda Title: February 15, 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    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: 2023.02.21 16:24:30 -05'00'    **Date:** \_\_\_\_\_

***Vivian Mendez, Town Clerk, MMC***

**Name/Title**

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

**Recommended Motion:** I move to approve the February 15, 2023 Regular Commission Meeting Minutes.



## Lake Park Town Commission, Florida

### Regular Commission Meeting

Wednesday, February 15, 2023 at 6:30 PM

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

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

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

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#### CALL TO ORDER/ROLL CALL

6:30 P.M.

#### PLEDGE OF ALLEGIANCE

Commissioner Taylor

#### SPECIAL PRESENTATION/REPORT: NONE

None

#### PUBLIC COMMENT:

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

Dianne Sophinos expressed concern that there has not been any announcements made that this is Town's centennial year. She explained that the Centennial Home Tour was being conducted on Sunday, March 26, 2023, which is the Town's founder (Harry Kelsey) birthday. She expressed that the patio at the Library is called the Rose Garden and there is nothing but dirt in that area. She expressed concern with the lack of communication between the Town and its residents.



Patricia Leduc expressed concern that the Lake Park Scrub was not accessible and not being utilized. She suggested the following for the area: include parking and a visitors center. She announced her candidacy for the position of Commissioner.

### **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 Michaud, Seconded by Commissioner Linden.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Taylor

1. February 1, 2023 Regular Commission Meeting Minutes
2. REQUEST FOR AUTHORIZATION FOR THE TOWN MANAGER TO ENCUMBER AND EXPEND STREETS AND ROADS FUNDING AND ACCEPT A PROPOSAL FROM M&M ASPHALT MAINTENANCE, INC., D/B/A ALL COUNTY PAVING FOR MAINTENANCE AND REPAIR OF SIDEWALKS AT MULTIPLE TOWN LOCATIONS.

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

None

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

None

### **NEW BUSINESS:**

3. RESOLUTION 15-02-23 OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO SPEND SURPLUS FUNDS FROM THE SANITATION FUND BUDGET TO ACQUIRE ONE NEW FRONT-END LOADER REFUSE TRUCK AND ONE NEW AUTOMATIC SIDE-LOADER REFUSE TRUCK.



Town Manager D'Agostino explained the item. Public Works Director Roberto Travieso explained the need for the sanitation trucks. Vice-Mayor Glas-Castro asked when would the first payment be expected. Public Works Director Travieso explained that the truck would be delivered within the next 30-45 days and the first payment would be October 1, 2023. Vice-Mayor Glas-Castro asked if the truck would relieve the cardboard collection issue. Town Manager D'Agostino explained that the Town has been using Waste Manager to collect the cardboard and it has cost \$30,000 per month. Commissioner Michaud asked if there was a maintenance package included. Public Works Director Travieso explained that the cost of a maintenance package would be included at a later time. It was not included as part of the purchase price of the truck. That agenda item would come before the Commission at a later date. Commissioner Michaud asked if there was a reason why it was not included. Public Works Director Travieso explained that the pricing was still being negotiated, so the cost to include the maintenance was not available at this time. They are estimating \$15,000 per truck, which would not include the chassis.

Commissioner Linden expressed concerned with the item and not having answers to questions. He asked what specifically was going wrong with the trucks. Mr. Dwayne Bell, Operations Manager explained the latest issue with the truck and how it affects the rest of the schedule. Commissioner Linden expressed concern with leasing the truck. He asked what the advantage would be to lease the truck versus buying the truck. Public Works Director Travieso explained that the rate study would assist with the cost of the trucks. He further explained the increase in failure of the trucks due to the age of the fleet. The Commission discussed the impact not purchasing the trucks would have on the community. They further discussed the need for the trucks and the cost of the trucks. Finance Director Jeffrey Duvall explained that during the last fiscal year the Town spent \$135,000 in repairs. Year-to-Date the Town has already spent \$47,000 in repairs.

Motion made by approve Resolution 15-02-23 Commissioner Michaud, Seconded by Commissioner Taylor.

Voting Yea: Vice-Mayor Glas-Castro

Voting Nay: Commissioner Linden

4. Resolution 16-02-23 Amendment to PBSO Contract to eliminate motor unit and add patrol unit to perform speeding mitigation measures as required by Captain.

Town Manager D'Agostino explained the item. Commissioner Taylor asked if the new patrol would decrease the speeding on Park Avenue. Captain Gendreau stated that it would increase patrol on Park Avenue. He explained what the change would do to the needs of the Town.

Motion made to approve Resolution 16-02-23 by Commissioner Michaud, Seconded by Commissioner Linden.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Taylor

#### **PUBLIC COMMENT:**

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None

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

**Town Attorney** had no comments.

**Town Manager D'Agostino** provided his comments as Exhibit "A". All the proclamation were approved for future agendas.

**Commissioner Taylor** asked if it would be permissible to have signs in home windows with the Centennial logo. Town Manager D'Agostino explained that they are looking into the cost of banners to be placed around Town. The signs are permissible.

**Commissioner Linden** announced that the Diversity and Inclusion Council meeting was well attended. He announced the upcoming Rust Market, Flea Market and Car Show. He noticed that overwhelming support of the Town's Centennial.

**Commissioner Michaud** asked if another sign announcing Town events, similar to the one on Park Avenue and 9<sup>th</sup> Street could be placed on Flagler Blvd. Town Manager D'Agostino stated that he would have Public Works find a suitable location for a banner on Flagler Blvd. He asked what the status was of the property on 9th Street and Park Avenue (Dedicated IT). Town Manager D'Agostino gave an update of the proposed development. He stated that the property was sold and the new owner has several ideas for the property.

**Vice-Mayor Glas-Castro** had no comments.

#### **REQUEST FOR FUTURE AGENDA ITEMS:**

None

**ADJOURNMENT:**

7:58 P.M.

Motion made to adjourn by Commissioner Linden.

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

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

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Vice-Mayor Kimberly Glas-Castro

Town Seal

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Town Clerk, Vivian Mendez, MMC

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2023



## TOWN MANAGER COMMENTS

Item 4.

### TOWN COMMISSION MEETING Wednesday, February 15, 2023

#### HUMAN RESOURCES

##### Job Openings

The following positions in the Public Works Department are currently being advertised:

- Sanitation Truck Operator II – Pay range \$18.21 to \$28.22 per hour. Deadline for receipt of applications is 5:00 p.m. on **2/20/2023**
- Irrigation Technician -- Pay range \$17.01 to \$26.37 per hour. Deadline for receipt of applications is 5:00 p.m. on **2/24/2023**
- Stormwater Technician II – Pay range \$18.21 to \$28.22 per hour. Deadline for receipt of applications is 5:00 p.m. on **2/28/2023**

The following position in the Town Clerk's Office is currently being advertised:

- Deputy Town Clerk – Pay range \$22.30 to \$34.57 per hour. Deadline for receipt of applications is 5:00 p.m. on **3/14/2023**

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

#### PUBLIC WORKS

The Department of Public Works is excited to announce that a **Stakeholders Meeting** will take place to present a design progress update on the proposed **Streetscape and Landscape Improvements for Park Avenue** (Between 7th and 10th Street) and **10th Street** (between Park Avenue and Northern Drive). This event, which was previously advertised for March 2nd, 2023, will now take place on **Thursday, March 16, 2023, 6:00 p.m. - 8:00 p.m.**, in Town Hall's Commission Chambers. During this meeting, we welcome members of the public to provide comments and ask questions regarding planned design and implementation timeline for this Community Redevelopment Agency (CRA) project. A direct mailer related to this event will be sent to all Town addresses and additional project information is available on the Town's Website [www.lakeparkflorida.gov](http://www.lakeparkflorida.gov) by searching for

## **SPECIAL EVENTS**

### **Sunset Celebration**

The Town of Lake Park will host its monthly Sunset Celebration on **Friday, February 24** from 6:00 p.m. – 9:00 p.m. at the Lake Park Harbor Marina. This month’s event will feature live entertainment from The On Monday Band! There will be a full bar, happy hour prices, and a variety of food and arts & crafts vendors. For more information please contact the Special Events Department at 561-840-0160.

### **Battle of the Badges**

The next Town of Lake Park Centennial Celebration event is Battle of the Badges on **Saturday, March 4** from 9:00 a.m. to 1:00 p.m. at Bert Bostrom Park. This free community event will include food, music, bounce house, game and more. Join us to see who wins when Palm Beach County Sherriff’s Office and Palm Beach County Fire Rescue compete in a Battle of the Badges.

### **Dr. Seuss Read Across America**

The Town Commission and Town Manager have been invited by Lake Park Elementary to participate in this year’s Dr. Seuss Read Across America. The event will take place on **Thursday, March 2** from 8:30 a.m. – 1:00 p.m. The Special Events Department will reach out to the Town Commission individually to schedule the 30 minute reading times. The book will be provided by Lake Park Elementary.

### **St. Patrick’s Day Parade**

The Town Commission has been invited to participate in the Palm Beach Shores St. Patrick’s Day Parade on **Saturday, March 11**. The parade will kick off at the Community Center at 11:00 am. Please let us know who would like to participate as soon as possible. The Special Events Departments will make the arrangements.

## **PRESIDENTS’ DAY OFFICE CLOSURE**

All Town offices will be closed on **Monday, February 20**, in observance of Presidents’ Day. The Lake Park Public Library will also be closed **Saturday, February 18**.

### **Presidents’ Day Sanitation Schedule**

The commercial sanitation schedule for the week of February 20 will not change.

The residential sanitation schedule for the week of February 20 will be as follows:

- Monday, February 20: No service in observance of Presidents' Day
- Tuesday, February 21: Garbage cart and vegetation collection
- Wednesday, February 23: Recycling cart collection
- Thursday, February 24: Garbage cart and bulk trash collection

### **PROCLAMATION REQUESTS**

Seeking Town Commission approval to place the following Proclamations on upcoming Town Commission Meeting agendas.

- *Let's Move Palm Beach County Month* for the month of March 2023. Requested by Digital Vibez, Inc. and the Palm Health Foundation (A county-wide Physical Activity Challenge initiative that focuses on physical activity, nutrition and healthy behaviors.
- Palm Beach State College 90<sup>th</sup> Year Celebration Requested by Commissioner Linden and Susan Del Portal
- Mental Health Awareness and Trauma Informed Care Month in Palm Beach County for the month of May 2023. Requested by Marcia Bahia, Gang Prevention Coordinator of PBC Sheriff's Office.

### **TOWN COMMISSION MEETING OF APRIL 5, 2023**

Members of the Town Commission and Town Manager will be attending the Florida League of Cities Legislative Action Days in Tallahassee April 2-5, 2023. As a result, the Town Commission meeting of **Wednesday, April 5, 2023** will need to be canceled or rescheduled due to lack of a quorum.



# SUNSET CELEBRATION

Item 4.

## FREE MUSIC CONCERT

### FEATURING



**LIVE MUSIC \* HAPPY HOUR \* FOOD VENDORS  
FREE ADMISSION & PARKING**

**FRIDAY, FEBRUARY 24**

**6:00 PM - 9:00 PM**

**LAKE PARK HARBOR MARINA**

**105 LAKE SHORE DRIVE**

**LAKE PARK, FL 33403**

**NO OUTSIDE FOOD OR DRINKS**

**FOR MORE INFORMATION**

**CALL 561-840-0160 OR EMAIL**

**SPECIALEVENTS@LAKEPARKFLORIDA.GOV**





# TOWN OF LAKE PARK CENTENNIAL CELEBRATION COMMUNITY BBQ AND GAMES



## **BATTLE** *OF THE* **BADGES**



**VS**



**Saturday, March 4**

**Bert Bostrom Park**

(South of Park Ave between 6th and 7th Street)

311 7th Street, Lake Park, FL 33403

**9:00 AM to 1:00 PM**

**Free Food / Music / Bounce House**

**Community Outreach:**

**Come Meet Your Area First Responders**

**Touch-A-Truck:**

**Law Enforcement & Fire Rescue Specialty Vehicles**

**SWAT, Bomb Squad, Mounted Unit,**

**K9, Motorcycles, ATVs**





TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

(1)

Item 4.

MEETING DATE: 2/15/2023

**Cards must be submitted before the item is discussed!!**

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

Name: Dianne Sophinos

Address: 338 SATBERRY DRIVE

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Rose Garden at the Library

Central Communication to Residents

**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.

business



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 4.

MEETING DATE: 2-15-2023

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

Name: Patricia Leduc  
Address: 409 2nd Street

If you are interested in receiving Town information through Email, please  
provide your E-mail address: patricialeduc@comcast.net

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

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

Lake Park Scrub area

**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 Town Commission

### Agenda Request Form

**Meeting Date: March 1, 2023**

**Agenda Item No.**

17-03-23

**Agenda Title: Resolution ~~02-23~~ First Amendment to the Lake Park Harbor Marina Security Services Agreement**

- [ ] SPECIAL PRESENTATION/REPORTS [ X ] CONSENT AGENDA  
 [ ] BOARD APPOINTMENT [ ] OLD BUSINESS  
 [ ] PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING  
 [ ] NEW BUSINESS  
 [ ] OTHER: \_\_\_\_\_

*ACTING*  
 Approved by Town Manager Paul M. Duvall Date: 2/23/2023

Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Marina</b></p>	<b>Costs: \$ 1,659.00</b> <b>Funding Source:</b> Acct. # 401-57-579-800-34000 <div style="text-align: right; font-size: small;">           Digitally signed by Jeffrey P. Duvall            DN: cn=Jeffrey P. Duvall, o=City of Lake Park, ou=City of Lake Park, email=jduvall@lakeparkfl.com, c=US            Date: 2023.02.23 11:10:10 -0500         </div> [ ] Finance <u>Duvall</u>	<b>Attachments:</b>  -Resolution -First Amendment
<b>Advertised:</b> Date: _____ Paper: _____ [ X ] 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 <u>SHB</u> OR Not applicable in this case ____ <b>Please initial one.</b>

**Summary Explanation/Background:** A Resolution amending the Lake Park Harbor Marina Security Services Agreement providing for security officers' locking and unlocking of the Lake Shore and Kelsey Park public restrooms and tennis court gates as directed by the Town.

**Recommended Motion:** The Marina Department recommends approval of Resolution 17-03-23.

**RESOLUTION 17-03-23****A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE VICE-MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT FOR SECURITY SERVICES BETWEEN THE TOWN OF LAKE PARK AND UNITED SPECIAL PATROL INC., D/B/A UNITED K9 SPECIAL PATROL; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS,** the Town and United Special Patrol Inc. d/b/a United K9 Special Patrol (hereinafter "Contractor") entered into an Agreement whereby Contractor provides the Town with certain security services at the Lake Park Harbor Marina (hereinafter "Agreement"); and

**WHEREAS,** the Contractor and the Town have has agreed to amend the Agreement (the First Amendment) whereby the Contractor has agreed to assign uniformed security guards to lock and unlock the restrooms and tennis courts at Lake Shore and Kelsey Parks when the parks close at 10:00 p.m. each day of the year, and unlocking the restrooms and tennis courts at 6:00 a.m. on Saturday and Sunday and Town holidays; and

**WHEREAS,** the First Amendment would also provide that the compensation for the provision of security services at the Lake Park Harbor Marina and to assign a uniformed security guard whose duties shall include locking the restrooms at Lake Shore and Kelsey Parks when such parks close at 10:00 p.m. each day of the year and unlocking the restrooms at 6:00 a.m. on Saturday and Sunday and Town holidays; shall not exceed \$21.00 per hour; and

**WHEREAS,** all other provisions of the Agreement shall remain the same.

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

**Section 1.** The foregoing recitals are incorporated herein.



**Section 2.** The Commission hereby authorizes and directs the Vice-Mayor to execute the First Amendment to the Agreement for security services between the Town and the Contractor, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND UNITED SPECIAL PATROL, INC. D/B/A UNITED K9 SPECIAL PATROL**

**THIS FIRST AMENDMENT** to the Agreement between the Town of Lake Park (Town), 535 Park Avenue, Lake Park, Florida 33403 and United Special Patrol, Inc. d/b/a United K9 Special Patrol (Contractor), 535 Royal Palm Beach Blvd., Royal Palm Beach, Florida 33411 ( the Agreement) , is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**RECITALS**

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

**WHEREAS**, the Town and Contractor entered into the Agreement whereby Contractor agreed to provide certain security services to the Town at the Lake Park Harbor Marina (Marina); and

**WHEREAS**, Contractor has agreed to provide additional security services at Lake Shore and Kelsey Parks based upon the hourly rate of \$21.00 which is the same hourly rate as is contained in the Agreement; and

**WHEREAS**, the Town and Contractor have agreed to amend the Agreement to provide additional security services, specifically, the responsibility of locking the public restrooms at Lake Shore and Kelsey Parks each evening and unlocking those restrooms on Saturday, Sunday, and Town holiday mornings; and

**WHEREAS**, all of the other terms contained in the Agreement remain applicable.

**NOW THEREFORE**, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

**I. Contractor Requirements**

1. Section I.1.B of the Agreement is amended to as follows:

**I. Contractor Requirements**

1. The Contractor shall provide all management, supervision, labor, materials, vehicles (**including golf cart**) necessary to provide full building and site security services as described herein for the Marina, including, but not limited to, the following duties and tasks:
  - A. **Licensure:** Contractor and all agents and employees must be licensed by the Florida Department of Agricultural and Consumer Services, Division of Licensing as required by Florida Statutes Chapter 493. Contractor shall provide all application information on new hires, allowing sufficient time for the Town of Lake Park's approval prior to any individual performing any duties under this contract.
  - B. **Security**

- Contractor shall provide one (1) on-site, uniformed security guard with golf cart at the Marina during the shift hours noted herein. The marina security services hours of operation shall be from 10:00 PM until 6:00 AM Monday through Sunday during the summer months (April 1 through October 31). During the winter months (November 1 through March 31) from 8:00 PM until 6:00 AM. The Town of Lake Park reserves the right to add other possible locations, and to modify the required hours of service during the term of the contract.
- The Contractor shall assign uniformed security guards to lock and unlock the restrooms and tennis courts at Lake Shore and Kelsey Parks at hours and days as directed by the Town. Such services shall be billed at Contractor's current hourly rate of \$21 per hour. Contractor shall bill the Town for one hour of service for those days that the public restrooms and public tennis courts need to be unlocked, and for one half hour for those days when the restrooms and tennis courts are to only be locked at night.
- The on-site security guard is required to make and electronically document (using a "Security Guard Tour Monitoring Tracking System" or approved equivalent) one (1) round of the premises during each shift. The mapping log illustrating these rounds along with a Daily Activity Report must be submitted to the Marina Representative at the conclusion of every shift.
- Contractor shall follow Marina security procedures including clocking in and out, opening and closing, the route to be followed, emergency notification protocols, etc.

**IN WITNESS THEREOF**, the parties hereto have made and executed this First Amendment to the Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

TOWN OF LAKE PARK

ATTEST:

By:

\_\_\_\_\_  
Vivien Mendez, Town Clerk

By:

\_\_\_\_\_  
Kimberly Glas-Castro, Vice Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

(Corporate Seal)

CONTRACTOR: UNITED SPECIAL PATROL D/B/A  
UNITED K9 SPECIAL PATROL:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_ of United Special Patrol, Inc. d/b/a United K9 Special Patrol, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification

(Notary Seal)

\_\_\_\_\_  
Notary Public of Florida

P:\DOCS\26508\00001\DOC\27J6159.DOCX



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** March 1, 2023

**Originating Department:** Public Works

**Agenda Title:** Resolution to Authorize the Vice-Mayor to Execute an Agreement with Rust Tech Services, LLC for the Provision of Water Treatment Services for Town Irrigation Systems, per the Pricing, Terms, and Conditions of the Town's RFP No. 103-2023.

**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: 2023.02.21 12:28:57 -05'00'

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

**Cost of Item:** \$27,819.75 **Funding Source:** Contractual Services (406)

**Account Number:** 001-57-572-  
406-34000

**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: 2023.02.17 16:33:11 -05'00'

**Advertised:**

**Date:** 1/20/2023 **Newspaper:** N/A

- Attachments:**
1. Agenda Request Form (ARF)
  2. Resolution
  3. Town & Rust Tech Agreement
  4. Request For Proposal No. 103-2023
  5. Rust Tech bid package
  6. Bid Tabulation
  7. Notice to Award Letter

**Please initial one:**

\_\_\_\_ Yes I have notified everyone  
\_\_\_\_ Not applicable in this case

### Summary Explanation/Background:

The Town previously determined the need for a contractor to provide water treatment services for Town irrigation systems at the following locations: CRA Parking Lot, Ilex Park, Blakely Park, Lake Shore Park, and Kelsey Park. Rust levels in the irrigation systems at these locations were causing significant water stains to accumulate on sidewalks and buildings and needed to be resolved.

Town Staff prepared and advertised Request for Proposal (RFP) 103-2023 for contractors to provide the services on a multi-year contract basis.

Town Staff published RFP 103-2023 on January 20, 2023, for a period of ten business days, which is three business days above the requirements of the Towns Purchasing Ordinance.

Subsequently, Town Staff received one response to the RFP and following careful review determined that the submittal was responsive. The one responsive submittal was from Rust Tech Services, LLC (Contractor).

The Contractor's proposal addressed the full scope of services required by the Town and has represented that it is qualified and able to provide the Services.

The anticipated contract term resulting from this RFP is for a period of two (2) years seven (7) months, the first contract term will run from March 2, 2023 - September 30, 2023, to the end of FY2023. The contract term for years two and three will commence on October 1 of Fiscal years 2024 and 2025.

Finally, the Contractor's proposal carries the following costs for the solicited 3-year term:

Year 1	\$6,084.75
Year 2	\$10,706.88
Year 3	<u>\$11,028.12</u>
<b>Total</b>	<b>\$27,819.75</b>

The Town Manager recommends approval of the Resolution, authorizing a 3-Year Agreement between the Town and the Contractor.

**Recommended Motion:**

I move to adopt Resolution 18-03-23.

## RESOLUTION 18-03-23

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE VICE-MAYOR TO EXECUTE AN AGREEMENT WITH RUST TECH SERVICES, LLC., FOR WATER TREATMENT SERVICES FOR THE TOWN'S IRRIGATION SYSTEMS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town previously determined a need for water treatment services at the following Town properties: The parking lot of the property owned by the Lake Park Community Redevelopment Agency's building, Ilex Park, Blakely Park, Lake Shore Park, and Kelsey Park; and

**WHEREAS**, the Town staff solicited water treatment and irrigation services (the Services) to serve the Town's properties via Request for Proposal Number 103-2023 (the RFP); and

**WHEREAS**, in its response to the RFP, Rust Tech Services, LLC represented that it is qualified, able, and willing to satisfactorily provide the Services solicited in the RFP; and

**WHEREAS**, Rust Tech Services, LLC's response to the RFP was determined by the Town Manager to be responsive and responsible to all of the requirements included in the RFP; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that it enter into an agreement with Rust Tech Services, LLC, for the Services.

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

**Section 1.** The whereas clauses are hereby incorporated herein.

**Section 2.** The Vice-Mayor is hereby authorized and directed to execute the agreement between the Town and Rust Tech Services, LLC, for the Services. A copy of the agreement between the Town and Rust Tech Services, LLC is attached hereto and incorporated herein as Exhibit A.

**Section 3.** This Resolution shall take effect immediately upon its execution.

## **AGREEMENT FOR THE PROVISION OF WATER TREATMENT AND IRRIGATION SERVICES FOR TOWN PROPERTIES**

**THIS AGREEMENT FOR WATER TREATMENT AND IRRIGATION SERVICES FOR TOWN PROPERTIES (“the Agreement”)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Town of Lake Park, a municipal corporation of the State of Florida, having an address of 535 Park Avenue, Lake Park, Florida, 33403 (“Town”) and Rust Tech Services, LLC, having an address of P.O. Box 2288, Jupiter, Florida 33468.

### **WITNESSETH THAT:**

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

**WHEREAS**, the Town previously determined a need for the provision of water treatment and irrigation services (the Services) at the following Town properties: The Lake Park Community Redevelopment Agency’s parking lot, Ilex Park, Blakely Park, Lake Shore Park, and Kelsey Park; and

**WHEREAS**, the Town staff solicited proposals from companies to provide water treatment and irrigation services via Request for Proposal No. 103-2023 (RFP); and

**WHEREAS**, in its response to the RFP, Rust Tech Services, LLC (the Contractor) represented that it is qualified, able, and willing to satisfactorily provide the Services solicited in the RFP; and

**WHEREAS**, the Contractor’s response to the RFP was determined by the Town Manager to be responsive and responsible to all requirements included in the RFP; and

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

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

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

### **2. TERM AND OPTIONS**

This term of the Agreement shall begin as of the date of execution and shall continue for a term of two years seven months. The first term shall not be an entire calendar year, but shall begin upon the execution of the Agreement and continue thru September 30, 2023. The terms for years, two and three will run thru Fiscal Years 2024 and 2025 ending September 30, 2025.

### **3. COST OF SERVICES**



The cost of the Services for the first term shall be \$6,084.75. The cost of the Services for years two and three shall be \$21,735.

The Town acknowledges the fluctuating nature of prices. Therefore, on the annual anniversary date of the Agreement, the parties hereto agree that the unit prices may be adjusted upward based on the Consumer Price Indices. The exact value of the adjustment shall be determined by the Town.

#### **4. LAWS AND REGULATIONS**

The Contractor shall comply with all federal, state, and town laws and regulations in the performance of this Agreement.

#### **5. LICENSES, PERMITS AND FEES**

The Contractor shall hold all licenses and/or certifications necessary to perform the Services, and shall obtain and pay for all permits and/or inspections. Damages, penalties, and/or fines incurred by or imposed on the Town or Contractor for failure to obtain and maintain any required licenses, certifications, permits, and/or inspections shall be the responsibility of the Contractor.

#### **6. SUBCONTRACTING**

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

#### **7. ASSIGNMENT**

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

#### **8. RESPONSIBILITIES AS EMPLOYER**

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

It is the Contractor's responsibility to ensure that all its employees and any approved subcontractors comply with the employment regulations required by the United States

Department of Homeland Security. The Town shall have no responsibility to check or verify the legal immigration status of any employee of the Contractor.

## **9. INDEMNIFICATION AND INSURANCE**

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

The Contractor shall have and maintain during the term insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the state of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Town shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates of insurance, including if requested by the Town policies or copies of policies by the Town or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town.

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

The selected Contractor shall provide insurance coverage as follows:

- a. **WORKERS' COMPENSATION INSURANCE** in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than (\$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.

## **10. AMENDMENTS TO THE AGREEMENT**

The Agreement may only be amended by the mutual consent of the parties hereto, as evidenced by a written amendment to the Agreement.

## **11. TERMINATION FOR CONVENIENCE**

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

## **12. TERMINATION BY CONTRACTOR**

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

## **13. ACCESS AND AUDIT OF RECORDS**

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

The Contractor shall retain all records pertaining to this Agreement, and upon request, make them available to the Town for three (3) years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

## **14. OFFICE OF THE INSPECTOR GENERAL**

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

## **15. BINDING EFFECT**

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

## **16. SEVERABILITY**

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to

the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

## **17. GOVERNING LAW AND VENUE**

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

## **18. ATTORNEY'S FEES**

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

## **19. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

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

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

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

## **20. MINIMUM WAGE REQUIREMENTS**

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

## **21. PUBLIC RECORDS**

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

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon the request of the Town's custodian of public records, provided the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.
- d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.
- e. IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [Townclerk@lakeparkflorida.gov](mailto:Townclerk@lakeparkflorida.gov).

**IN WITNESS WHEREOF**, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: \_\_\_\_\_  
Vivian Mendez, TOWN Clerk

By: \_\_\_\_\_  
Kimberly Glas-Castro, Vice-Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2023 by Kimberly Glas-Castro, Chairman of the Town of Lake Park TOWN, and who is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

Rust Tech Services, LLC:

By: Rick Haines

Its: President



**TOWN OF LAKE PARK**

**535 Park Ave.**

**Lake Park, Florida 33403**

**REQUEST FOR PROPOSALS (RFP) No. 103-2023**

**PROJECT:**

**WATER TREATMENT SERVICES FOR TOWN IRRIGATION SYSTEMS**

**Date of Distribution: January 20, 2023, at 9:00 AM EDT**

**Response Due Date: February 3, 2023, at 10:00 AM EDT**

**Issuing Department: Public Works**



**Owner:**

TOWN of Lake Park, Florida

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

**Owner's Representative:**

John O. D'Agostino, Town Manager  
535 Park Avenue  
Lake Park, Florida 33403  
Phone: 561.881.3304  
Fax: 561.881.3314

**Project Manager:**

Dwayne Bell, Operations Manager  
640 Old Dixie Hwy, Lake Park, FL 33403  
561-881-3345



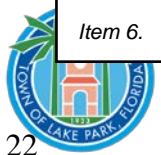
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**TOWN OF LAKE PARK**

**REQUEST FOR PROPOSAL (RFP) 103-2023**

**WATER TREATMENT SERVICES FOR TOWN IRRIGATION SYSTEMS**

The Town of Lake Park is soliciting proposals from vendors to provide Water Treatment Services for Town Irrigation Systems.

In the scope of services, the vendor must be able to furnish, install and maintain on a monthly basis a rust inhibitor system at five (5) Town properties. The monthly cost of the rust prevention services shall be based on a maximum irrigation frequency of four (4) days per week at the following locations.

Facility Name/Address:

1. CRA Parking Lot/8<sup>th</sup> Street and Foresteria Drive
2. Ilex Park/Intersection of 8<sup>th</sup> Street and Ilex Court
3. Blakely Park/Intersection of 2<sup>nd</sup> Street and East Jasmine Drive
4. Lake Shore Park/701 Lake Shore Drive
5. Kelsey Park/601 Federal Highway

**The anticipated contract term resulting from this RFP is for a period of three (3) years, the first-year contract term will run from March 2, 2023 - September 30, 2023. The contract term for years two and three will commence on October 1 of 2023 and 2024.**

**Your proposal must include language detailing what the percentage increase in the monthly price will be each year after year one.**

Request for Proposal documents is available beginning January 20, 2023, at 9:00 AM EDT at [www.demandstar.com](http://www.demandstar.com).

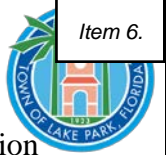
Bidders are encouraged to visit all locations. Site visits can be scheduled by contacting Public Works at (561) 881-3345. Escorted site visits by staff will conclude after January 30, 2023.

Responses will be accepted digitally via [www.demandstar.com](http://www.demandstar.com) until February 3, 2023, at 10:00 AM EDT.

Proposals will not be accepted in any other format other than the one specified above. Late proposals will not be accepted. All Proposers are advised to closely examine the Solicitation package and to become familiar with the scope of services in this solicitation. Any questions regarding the completeness or substance of the Solicitation package or specifications must be submitted to the Town of Lake Park Town Clerk's Office at [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov) by January 27, 2023, at 2:00 PM EDT.

The Town of Lake Park reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the equipment purchase on such coverage and terms it deems will best serve the interests of the Town.

## WATER TREATMENT SERVICES FOR TOWN IRRIGATION SYSTEMS



All proposed prices shall be guaranteed firm for a minimum of 90 calendar days after submission of the Proposal.

The Town of Lake Park is exempt from Federal and State Taxes for tangible personal property taxes.

All proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposals, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes. All proposers are further advised that the Town will not supply or sell materials to proposers in connection with submission of preparation of proposals, or any other matter, including but not limited to envelopes, labels, or tape.

---

TOWN OF LAKE PARK, FLORIDA

Vivian Mendez, Town Clerk

Lake Park Town Hall

535 Park Avenue

Lake Park, Florida 33403

Published on:

## **PART I – GENERAL INFORMATION**

### **1. PROJECT OVERVIEW**

The Town of Lake Park is soliciting quotes from vendors to provide Water Treatment Services for Town Irrigation Systems.

In the scope of services, the vendor must be able to furnish, install and maintain on a monthly basis a rust inhibitor system at five (5) Town properties. The monthly cost of the rust prevention services shall be based on a maximum irrigation frequency of four (4) days per week at the following locations.

The anticipated contract term resulting from this RFP is for a period of three (3) years, the first-year contract term will run from March 2, 2023 - September 30, 2023. The contract term for years two and three will commence on October 1 of 2023 and 2024.

**Facility Name/Address:**

1. CRA Parking Lot/8<sup>th</sup> Street and Foresteria Drive
2. Ilex Park/Intersection of 8<sup>th</sup> Street and Ilex Court
3. Blakely Park/Intersection of 2<sup>nd</sup> Street and East Jasmine Drive
4. Lake Shore Park/701 Lake Shore Drive
5. Kelsey Park/601 Federal Highway

### **2. PROCUREMENT SCHEDULE**

The anticipated Schedule for this Solicitation is as follows:

<b>Item</b>	<b>Date/Time</b>
<b>Solicitation Issued</b>	January 20, 2023, at 9:00 AM EDT
<b>Site Visits Upon Request</b>	Must schedule by January 30, 2023
<b>Deadline for Receipt of Questions</b>	January 27, 2023, at 2:00 PM EDT
<b>Submission Deadline</b>	February 3, 2023, at 10:00 AM EDT
<b>Contract Award</b>	March 1, 2023

### **3. SELECTION PROCESS AND EVALUATION**

Award of any contract which may result from this solicitation will be made to the Offeror that has submitted the lowest-priced proposal, and which has been determined to be fully responsible, and fully responsive to all requirements as detailed in this solicitation and its associated project manual. The winning Offeror must also be fully responsible, which includes, but is not limited to, being fully licensed, qualified, and able to complete the work.

#### **4. PROPOSAL SUBMISSION AND WITHDRAWAL**

To be considered for award, proposals must include all required forms, and must be timely submitted prior to the deadline as established in Section 2.

Proposals will not be accepted in any other format other than the specified above. Late proposals will not be accepted.

A Proposal shall be irrevocable unless the Proposal is withdrawn by contacting [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov) prior to the submission deadline.

All proposed pricing shall be guaranteed firm for a minimum 90 calendar days after submission of the Proposal.

#### **5. DEFINITIONS**

- a. Contract or Agreement: The Request for Proposal, all addenda issued thereto, all affidavits, all exhibits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the Town and the Offeror.
- b. Contractor: successful Offeror that is awarded a contract to provide the goods or services to the Town.
- c. Proposal Submittal forms: forms which must be completed and submitted with the Proposal are available at [www.demandstar.com](http://www.demandstar.com).
- d. Proposer: person or firm submitting a response to this Request for Proposal.
- e. Purchasing Department: The Purchasing Department of the Town of Lake Park, Florida.
- f. Responsible Offeror: An Offeror that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Proposal, and the integrity and reliability that will assure good-faith performance.
- g. Responsive Offeror: An Offeror whose Proposal conforms in all material respects to the terms and conditions included in the Request for Proposal.
- h. Solicitation or Request for Proposal (RFP): this Solicitation documentation, including any and all addenda.
- i. Town: shall refer to the Town of Lake Park, Florida.

### **PART II – PROCUREMENT GUIDELINES, TERMS AND CONDITIONS**

#### **6. CONE OF SILENCE**

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Town of Lake Park, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the “Cone of Silence”. This restricts communication and requires documentation of communications between potential Offerors and/or Offerors on Town Solicitations, the Town’s professional staff, and the Town Commission members.

## **7. COMMUNICATION PROTOCOL**

All questions, requests for clarifications or additional information and communications concerning this procurement process must be directed to the Town Clerk. The Town will record its responses to questions, if any, and address them in the form of a written addendum. All communication must be in writing – no exceptions.

## **8. ADDENDUM**

The Town Clerk may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Offeror should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Offeror’s responsibility to ensure receipt of all addenda, and any accompanying documentation. The Offeror is required to submit with its Proposal a signed “Acknowledgement of Addenda” form, when any addenda have been issued (see “List of Exhibits” for a complete catalog of all required forms).

Note, that December 27, 2022, at 2:00 PM EDT, is the deadline for receipt of questions. Questions should be submitted according to the communication protocol established in Section 2.4.

## **9. LEGAL REQUIREMENTS**

This Solicitation is subject to all legal requirements contained in the applicable Town Ordinances and Resolutions, as well as all applicable local, State, and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order; Federal, State and local.

## **10. CHANGE OF PROPOSAL**

Prior to the scheduled due date for Proposals, an Offeror may change its Proposal by contacting Town Clerk’s Office at [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov) and submitting a new Proposal in the



same manner as the original Proposal at [www.demandstar.com](http://www.demandstar.com). The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

## **11. CONFLICTS WITHIN THE SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of items, the Special Conditions, and then the General Terms and Conditions.

## **12. PROMPT PAYMENT TERMS**

It is the policy of the Town of Lake Park that payment for all purchases by Town departments shall be made in a timely manner. The Town will pay the successful Offeror upon receipt and acceptance of the goods or services by a duly authorized representative of the Town. However, the successful Offeror will be required to submit all required final close-out forms, as detailed within the project manual, prior to final payment. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the Town shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Town Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Town.

## **13. PREPARATION OF PROPOSALS**

- a. All Proposals must include every form included within this solicitation. The submittal forms define requirements of services to be performed or items to be purchased and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Offerors shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- b. An authorized agent of the Offeror's firm must sign the Proposal submittal forms where indicated. Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive, and therefore subject to disqualification.
- c. The Offeror must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Offeror being deemed non-responsive; however, such a determination is at the discretion of the Town. Offerors are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.

- d. The Offeror may submit alternate Proposal(s) for the same Solicitations provided that such Proposal is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".
- e. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Offeror's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness or other issues.

#### **14. CANCELLATION OF SOLICITATION**

The Town of Lake Park reserves the right to cancel, in whole or in part, any Request for Proposal when it is in the best interest of the Town.

#### **15. AWARD OF CONTRACT**

- a. Any contracts arising from this RFP may be awarded to the responsive and responsible Offeror meeting all requirements as set forth in the Solicitation. The Town reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest.
- b. The Town reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Town's best interest to do so.
- c. The Offeror's prior performance as a prime contractor or subcontractor on previous Town contracts shall be considered in evaluating the Proposal received for this Solicitation.
- d. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.
- e. The Town reserves the right to request and evaluate additional information from any Offeror after the due date for Proposals, as the Town deems necessary.

#### **16. WARRANTY**

All warranties express and implied shall be made available to the Town for goods and services covered by this Solicitation. All goods and services furnished shall be fully guaranteed by the successful Offeror against defects and workmanship for the life of the product. At no expense to the Town, the successful Offeror shall correct any and all apparent and latent defects that may occur within the standard warranty.

#### **17. PROTEST**

A recommendation for contract award or rejection of award may be protested by an Offeror, as further described within the Town's purchasing ordinance.

## **18. LAWS AND REGULATIONS**

The successful Offeror shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Offeror shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

## **19. LICENSES, PERMITS AND FEES**

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

## **20. SUBCONTRACTING**

Unless otherwise specified in the Solicitation, the successful Offeror shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town shall constitute a material breach of the agreement and may result in termination of the contract for default.

## **21. ASSIGNMENT**

The successful Offeror shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Town. Assignment without the prior consent of the Town may result in termination of the contract for default.

## **22. SHIPPING TERMS**

Unless otherwise specified in the Solicitation, prices quoted shall be Free on Board (F.O.B.) Destination. Freight shall be included in the proposed price.

## **23. RESPONSIBILITIES AS EMPLOYER**

The employee(s) of the successful Offeror shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Town or any of its departments. The successful Offeror shall provide physically competent employee(s) capable of performing the work as required. The Town may require the successful Offeror to remove any employee it deems unacceptable. All employees of the successful Offeror shall wear proper identification.

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

## **24. INDEMNIFICATION and INSURANCE**

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

The selected Offerors shall not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received and approved by the Town's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Town of Lake Park shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Town or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Offeror's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town of Lake Park.

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

The selected Offeror shall provide insurance coverage as follows:

- a. **WORKERS' COMPENSATION INSURANCE** in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.
- b. **ADDITIONAL INSURANCE REQUIREMENTS**, if applicable, will be listed below.  
Not applicable

## **25. COLLUSION**

A Offeror shall submit an affidavit under the penalty of perjury, on a form provided by the Town, stating that the contractor is not related to any of the other parties proposing in the competitive Solicitation; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Offeror has not, directly or indirectly, induced or solicited any other Offeror to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Offeror has not in any manner sought by collusion to secure to the Offeror an advantage over any other Offeror. In the event a recommended Offeror identifies related parties in the competitive Solicitation, its Proposal shall be presumed to collusive and the recommended Offeror shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Town. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

## **26. MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

## **27. TERMINATION FOR CONVENIENCE**

The Town, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this RFP with or without cause immediately upon providing written notice to the awarded Offeror. Upon receipt of such notice, the awarded Offeror shall not incur any additional costs under the contract. The Town shall be liable only for reasonable costs incurred by the awarded Offeror prior to the date of the notice of termination. The Town shall be the sole judge of "reasonable costs."

## **28. TERMINATION FOR DEFAULT**

The Town reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Offeror fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Offeror must cure any such failure to perform or default. The awarded Offeror's failure to timely cure any default shall serve to automatically terminate any contract entered into pursuant to this RFP.

The Town further reserves the right to suspend or debar the awarded Offeror in accordance with the appropriate Town ordinances, resolutions, and/or policies. The vendor will be notified by letter of the Town's intent to terminate. In the event of termination for default, the Town may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Offeror.

### **29. FRAUD AND MISREPRESENTATION**

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The Town, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **30. ACCESS AND AUDIT OF RECORDS**

The Town reserves the right to require the successful Offeror to submit to an audit by an auditor of the Town's choosing at the successful Offeror's expense. The successful Offeror shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours.

The successful Offeror shall retain all records pertaining to this contract, and upon request, make them available to the Town for three (3) years following expiration of the contract. The successful Offeror agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

### **31. OFFICE OF THE INSPECTOR GENERAL**

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

### **32. PRE-AWARD INSPECTION**

The Town may conduct a pre-award inspection of the Offeror's premises or hold a pre-award qualification hearing to determine if the Offeror is capable of performing the requirements of this Solicitation.

### **33. PROPRIETARY/CONFIDENTIAL INFORMATION**

Offerors are hereby notified that all information submitted as part of, or in support of Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Offeror shall not submit any information in response to this solicitation that Offeror considers a trade secret, proprietary, or confidential. The submission of any information to the Town in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Offeror. In the event that the Offeror submits information to the Town in violation of the restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the Town may, in its sole discretion, either (a) communicate with the Offeror in writing in an effort to obtain the Offeror's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Offeror as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

### **34. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)**

Any person or entity that performs or assists the Town of Lake Park with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and /or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPPA) OF 1996.

HIPPA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a.** Use of information only for performing services required by the contract or as required by law;
- b.** Use of appropriate safeguards to prevent non-permitted disclosures;
- c.** Reporting to the Town of Lake Park any non-permitted use or disclosure;
- d.** Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Offeror and reasonable assurances that IIHI/PHI will be held confidential;
- e.** Making Protected Health Information (PHI) available to the customer;
- f.** Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.
- g.** Making PHI available to the Town of Lake Park for an accounting of disclosures; and



- h.** Making internal practices, books, and records related to PHI available to the Town of Lake Park for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The successful Offeror must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

### **35. ADDITIONAL FEES AND SURCHARGES**

Unless provided for in the contract/agreement, the Town will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

### **36. COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

### **37. BINDING EFFECT**

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

### **38. SEVERABILITY**

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

### **39. GOVERNING LAW AND VENUE**

Any contract arising from this solicitation and all transactions contemplated by this agreement shall be governed by and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.



**40. ATTORNEY'S FEES**

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

**41. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

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

During the performance of this contract, successful Offeror agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The successful Offeror shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

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

**42. CRIMINAL HISTORY BACKGROUND CHECKS**

Prior to hiring a contract employee or contracting with a Offeror, the Town may conduct a comprehensive criminal background check by accessing any Federal State, or local law enforcement database available. The contract employee or Offeror will be required to sign an authorization for the Town to access criminal background information. The costs for the background checks shall be borne by the Town.

**43. LABOR, MATERIALS, AND EQUIPMENT**

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the successful Offeror.

**44. MINIMUM WAGE REQUIREMENTS**

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

#### **45. PUBLIC RECORDS**

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes.

If the Offeror believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Offeror must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as “EXEMPT FROM PUBLIC DISCLOSURE” with the firm’s name and the Proposal number clearly marked on the outside. The Town will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The Town’s determination of whether an exemption applies shall be final, and the Offeror agrees to defend, indemnify, and hold harmless the Town and the Town’s officers, employee, and agents against any loss or damages incurred by any person or entity as a result of the Town’s treatment of records as public records.

The selected Offeror(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701m Florida Statutes; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this RFP.

#### **46. CONFLICTS OF INTEREST**

All Offerors must disclose within their Proposal the name of any officer, director, or agent who is also an employee of the Town of Lake Park. Further, all Offerors must disclose the name of any Town employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Offerors’ firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Offeror from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the Town.

#### **47. PUBLIC ENTITY CRIMES**

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be

successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

#### **48. OTHER GOVERNMENTAL AGENCIES**

If an Offeror is successfully awarded a contract as a result of this Solicitation, the Offeror shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

#### **49. COMPLETION OF WORK AND DELIVERY**

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be presented to the Town, and adhered to by the successful Offeror, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes or other causes beyond the control of the successful Offeror.

#### **50. FAILURE TO DELIVER OR COMPLETE WORK**

Should the successful Offeror fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Town reserves the authority to cancel the contract with the successful Offeror and secure the services of another vendor to purchase the items or complete the work.

If the Town exercises this authority, the Town shall be responsible for reimbursing the successful Offeror for work that was completed, and items delivered and accepted by the Town in accordance with the contract specifications. The Town may, at its option, demand payment from the successful Offeror, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the Town as a result of having to secure the services of another vendor.

#### **51. CORRECTING DEFECTS**

The successful Offeror shall be responsible for promptly correcting any deficiency, at no cost to the Town, within three (3) calendar days after the Town notifies the successful Offeror of such deficiency in writing. If the successful Offeror fails to correct the defect, the Town may (a) place the successful Offeror in default of its contract; and/or (b) procure the products or services from another source and charge the successful Offeror for any additional costs that are incurred by the Town for this work or items, either through a credit memorandum or through invoicing.

#### **52. ACCIDENT PREVENTION AND SAFETY**

Precautions shall be exercised at all times for the protection of persons and property. All successful Offerors performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and Town regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the successful Offeror. Barricades or other safety devices shall be provided by the successful Offeror when work is performed in areas traversed by persons, or when deemed necessary by the Town.

### **53. OMISSIONS IN SPECIFICATIONS**

The scope of services or description of items contained within this Solicitation describes the classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Offeror from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

### **54. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The successful Offeror hereby acknowledges and agrees that all materials, except where requested, supplied by the successful Offeror in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Town by the successful Offeror are found to be defective or do not conform to specifications, (1) the materials may be returned to the successful Offeror at the Offeror's expense and the contract cancelled; or (2) the Town may require the successful Offeror to replace the materials at the successful Offeror's expense.

### **55. TAXES**

The Town of Lake Park is exempt from Federal and State taxes for tangible personal property.

### **56. OFFEROR'S COSTS**

The Town shall not be liable for any costs incurred by Offerors in responding to this RFP.

### **57. FORCE MAJEURE**

The Town and the successful Offeror are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including; fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type

of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing part uses its best efforts to remedy its inability to perform.
- e. Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the successful Offeror shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

## **58. FISCAL FUNDING OUT**

The Town's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the Town.

## **59. RIGHTS OF THE TOWN**

This RFP constitutes an invitation for submission of Proposals to the Town. This RFP does not obligate the Town to procure or contract for any of the scopes of services set forth in this RFP. The Town reserves and holds at its sole discretion, various rights and options under Florida law, including without limitation, the following:

- a. To prepare and issue addenda to the RFP that may expand, restrict, or cancel any portion or all work described in the RFP without obligation to commence a new procurement process or issue a modified or amended RFP.
- b. To receive questions from potential Offerors and to provide such answers in writing as it deems appropriate.
- c. To waive any informalities, technicalities, or irregularities in the Proposals submitted.
- d. To reject any and all Proposal submissions.
- e. To change the date for receipt of Proposals or any deadlines and dates specified in the RFP.

- f. To change the procurement and/or selection process prior to receipt of Proposals.
- g. To conduct investigations with respect to the information provided by each Offeror and to request additional information (either in writing or in presentations and interviews) to support such Offeror's responses and submittals.
- h. To visit facility construction area referenced in the Offeror's submittal at any time or times during the procurement process.
- i. To seek clarification of Proposals from the Offerors either in writing or in presentations and interviews.
- j. To cancel the RFP with or without substitution of another RFP.

### **PART III – SCOPE OF SERVICES**

The bidder must be able to furnish, install and maintain on a monthly basis a rust inhibitor system at five (5) Town properties. The monthly cost of the rust prevention services shall be based on a maximum irrigation frequency of four (4) days per week at the following locations.

Facility Name/Address:

1. CRA Parking Lot/8<sup>th</sup> Street and Foresteria Drive
2. Ilex Park/Intersection of 8<sup>th</sup> Street and Ilex Court
3. Blakely Park/Intersection of 2<sup>nd</sup> Street and East Jasmine Drive
4. Lake Shore Park/701 Lake Shore Drive
5. Kelsey Park/601 Federal Highway

The proposal shall include the following services:

1. Initial cleaning and removal of existing well water stains followed by periodic maintenance of the same.
2. Monthly servicing of the chemical dispensing equipment.
3. Scope of service shall include labor and chemical materials.

**Note:** Your proposal must include language detailing what the percentage increase in the monthly price will be each year after year one.

## **PART IV – AWARD PROCESS**

The Town reserves the right to negotiate the final terms, conditions and pricing of the Agreement, as may be in the best interest of the Town. In general, the recommendation for award will be made to the Offeror who is fully responsive to all requirements as set forth in this solicitation, and who also offers the best value for performing the services.

### **60. REVIEW OF PROPOSAL FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to each of the submission requirements. In order to move to Step 2 of the process, a Proposal must first be deemed completely responsive to all of the submittal requirements. A responsive Proposal is one that follows the requirements, includes all documentation and completed forms, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

### **61. RIGHTS TO ADDITIONAL INFORMATION**

Any Offeror recommended for award may be required to provide to the Town:

Its most recent certified business financial statements as of a date not earlier than the end of the Offeror's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

### **62. CONTRACT AWARD**

Any contract resulting from this Solicitation will be submitted to the Town Manager or designee, and the Town Commission for approval, as appropriate. All Offerors will be notified in writing when the Town Manager or designee makes an award recommendation. The contract award, if any, shall be made to the Offeror(s) whose Proposal(s) are deemed by the Town to be in the best interest of the Town. Notwithstanding the rights of protest listed herein, the Town's decision of whether to make the award and to which Offeror(s) shall be final.

## PROPOSAL CHECKLIST

Item 6.

The following are the requirements of this RFP, as indicated below. Use of this checklist may help ensure that your submission is complete.

In accordance with the plans, specifications, scope of services, and/or scope of work included in this RFP document, the **First Year Total** for this project is:

(\$ 10,395.00 )

Place a checkmark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement
✓	x	Acknowledgment of Addenda Page
✓	x	Proposal Submittal Page
✓	x	Proposal
✓	x	W9
✓	x	Certificate of Insurance (per specification)

### Note:

Your proposal must include language detailing what the percentage increase in the monthly price will be each year after year one.



**PROPOSAL SUBMITTAL SIGNATURE PAGE**

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Rust Tech Services, LLC

Street Address:

1841 W 10th St, #6W, Riviera Beach, FL 33404

Mailing Address (if different from Street Address):

PO Box 2288, Jupiter, FL 33468

Telephone Number(s): 561-744-1225

Fax Number (s): \_\_\_\_\_

Email Address: rusttech@bellsouth.net

Federal Employer Identification Number: 26-0419133

Signature: Cynthia Haines

(Signature of authorized agent)

Print Name: Cynthia Haines

Title: Office Manager

Date: 1/24/23

*By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.*

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT THAT UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.**

## ACKNOWLEDGEMENT OF ADDENDA

Item 6.

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

### PART I:

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

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

### PART II:

  X   NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name: Rust Tech Services, LLC

Signature: *Cynthia Haines*

Name and title (Print): Cynthia Haines

Date: 1/24/23



## Services, LLC

P.O. Box 2288  
 Jupiter, Florida 33468-2288  
 (561) 744-1225  
 (866) 771-RUST (7878)  
 Email: [rusttech@bellsouth.net](mailto:rusttech@bellsouth.net)  
[www.rusttechservices.com](http://www.rusttechservices.com)

RUST TECH SERVICES PROVIDES A WATER TREATMENT ADDITIVE FOR WELL WATER IRRIGATION SYSTEMS TO CONTROL STAINING. THE SOLUTION IS A FOOD GRADE COMPLEX POLYPHOSPHATE LIQUID CONCENTRATE ADDITIVE WHICH WILL REDUCE CLOGGING IN SPRINKLER HEADS, VALVES AND LINES.

Date: 1/24/23

**This agreement ensures Rust Tech Services will supply, install and maintain a rust inhibitor system for: Town of Lake Park Properties**

640 Old Dixie Highway, Lake Park, FL 33403  
 Attn: Dwayne Bell [dbell@lakeparkflorida.gov](mailto:dbell@lakeparkflorida.gov)  
 561-881-3345

**This agreement includes:**

Existing well water stains will be removed at no charge.  
 Rust Tech Services technicians service the property, maintain the rust inhibitor equipment and fill the chemical tank every two weeks.  
 You will only be billed for service, never a delivery charge.  
 The monthly price is based on irrigating 3-4 days per week. Any additional irrigating will be billed accordingly.  
 Our service technicians will remove any reoccurring rust stains at no charge.  
 There will be a 3% increase in the monthly price each year.

**The 2023 monthly cost of Rust Tech Services is based on irrigating 3-4 days per week:**

CRA Parking Lot, 8 <sup>th</sup> St & Foresteria Dr	\$183.75
Ilex Park, 8 <sup>th</sup> St & Ilex Court	\$ 68.25
Blakely Park, 2 <sup>nd</sup> St & Jasmine	\$152.25
Lake Shore Park, Lake Shore Dr (East side)	\$204.75
Kelsey Park, Lake Shore Dr (West side)	\$257.25

Rust Tech Services, LLC requires a thirty day cancellation notice by either party. In the event of a service agreement, invoices submitted are due within 30 days of invoice date. Delinquent accounts of 60 days or more are subject to a 1.5% monthly finance charge. If delinquent accounts are referred for collection or legal action, the customer agrees to pay all reasonable costs for collection including reasonable attorney fees.  
 Any fees associated with electronic payment network companies and vendor management companies will be invoiced to the customer.

*Rick Haines*  
 Rick Haines  
 Rust Tech Services Representative

\_\_\_\_\_  
 Customer Signature

**IN RUST WE TRUST!**



## Services, LLC

P.O. Box 2288  
 Jupiter, Florida 33468-2288  
 (561) 744-1225  
 (866) 771-RUST (7878)  
 Email: [rusttech@bellsouth.net](mailto:rusttech@bellsouth.net)  
[www.rusttechservices.com](http://www.rusttechservices.com)

RUST TECH SERVICES PROVIDES A WATER TREATMENT ADDITIVE FOR WELL WATER IRRIGATION SYSTEMS TO CONTROL STAINING. THE SOLUTION IS A FOOD GRADE COMPLEX POLYPHOSPHATE LIQUID CONCENTRATE ADDITIVE WHICH WILL REDUCE CLOGGING IN SPRINKLER HEADS, VALVES AND LINES.

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 Our service technicians will remove any reoccurring rust stains at no charge.  
 There will be a 3% increase in the monthly price each year.

**The 2024 monthly cost of Rust Tech Services is based on irrigating 3-4 days per week:**

CRA Parking Lot, 8 <sup>th</sup> St & Foresteria Dr	\$189.26
Ilex Park, 8 <sup>th</sup> St & Ilex Court	\$ 70.30
Blakely Park, 2 <sup>nd</sup> St & Jasmine	\$156.82
Lake Shore Park, Lake Shore Dr (East side)	\$210.89
Kelsey Park, Lake Shore Dr (West side)	\$264.97

Rust Tech Services, LLC requires a thirty day cancellation notice by either party. In the event of a service agreement, invoices submitted are due within 30 days of invoice date. Delinquent accounts of 60 days or more are subject to a 1.5% monthly finance charge. If delinquent accounts are referred for collection or legal action, the customer agrees to pay all reasonable costs for collection including reasonable attorney fees.  
 Any fees associated with electronic payment network companies and vendor management companies will be invoiced to the customer.

Rick Haines  
 Rick Haines  
 Rust Tech Services Representative

\_\_\_\_\_  
 Customer Signature

**IN RUST WE TRUST!**



## Services, LLC

P.O. Box 2288  
 Jupiter, Florida 33468-2288  
 (561) 744-1225  
 (866) 771-RUST (7878)  
 Email: [rusttech@bellsouth.net](mailto:rusttech@bellsouth.net)  
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 You will only be billed for service, never a delivery charge.  
 The monthly price is based on irrigating 3-4 days per week. Any additional irrigating will be billed accordingly.  
 Our service technicians will remove any reoccurring rust stains at no charge.  
 There will be a 3% increase in the monthly price each year.

**The 2025 monthly cost of Rust Tech Services is based on irrigating 3-4 days per week:**

CRA Parking Lot, 8 <sup>th</sup> St & Foresteria Dr	\$194.94
Ilex Park, 8 <sup>th</sup> St & Ilex Court	\$ 72.41
Blakely Park, 2 <sup>nd</sup> St & Jasmine	\$161.52
Lake Shore Park, Lake Shore Dr (East side)	\$217.22
Kelsey Park, Lake Shore Dr (West side)	\$272.92

Rust Tech Services, LLC requires a thirty day cancellation notice by either party. In the event of a service agreement, invoices submitted are due within 30 days of invoice date. Delinquent accounts of 60 days or more are subject to a 1.5% monthly finance charge. If delinquent accounts are referred for collection or legal action, the customer agrees to pay all reasonable costs for collection including reasonable attorney fees.  
 Any fees associated with electronic payment network companies and vendor management companies will be invoiced to the customer.

*Rick Haines*

Rick Haines  
 Rust Tech Services Representative

Customer Signature

**IN RUST WE TRUST!**



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Item 6.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Rust Tech Services, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**PO Box 2288**

6 City, state, and ZIP code

**Jupiter, FL 33468**

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

### Employer identification number

2	6	-	0	4	1	9	1	3	3
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Cynthia Haines*

Date ► *1/19/23*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# Tabulation Sheet

Item 6.

**Agency Name** Town of Lake Park

**Bid Number** RFP-103-2023-0-2023/DB

**Bid Name** WATER TREATMENT SERVICES FOR TOWN IRRIGATION SYSTEMS

**Bid Due Date** 02/03/2023 10:00:00 Eastern

**Bid Opening** Closed

1 responses found. ✓ online,  offline, ● not submitting,  not received

Company		Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1	Rust Tech Services, LLC	01/24/2023 15:37:56 Eastern	PO Box 2288, Jupiter, FL, 33468	\$10395.0000	0.0000		Certificate of Insurance W-9 form	✓ ✓





Public Works  
Department

February 3, 2023

**NOTICE OF INTENT TO AWARD**

RFP 103-2023 - Water Treatment Services for Town Irrigation Systems

To All Interested Parties,

Thank you for submitting your response to RFP 103-2023, Water Treatment Services for Town Irrigation Systems, dated February 3, 2023. The Town received one (1) response, with the submittal being a fully responsive and responsible proposal.

The following Offeror's submittal was fully responsive to the RFP:

1. Rust Tech Services, LLC, and total quote price of **\$27,819.75**.

Accordingly, we announce our intent to award the Water Treatment Services for Town Irrigation Systems to the following Contractor:

**Rust Tech Services, LLC**

P.O. Box 2288

Jupiter, Florida 33468

We would like to thank Rust Tech Services, LLC, for their time and effort in preparing a response to this solicitation. We appreciate your interest in doing business with the Town of Lake Park.

Sincerely,

DocuSigned by:

*Dwayne Bell*

F257D4E6AC37405...

Dwayne Bell, Sr.

Operations Manager of Public Works

650 Old Dixie Highway

Lake Park, FL 33403

Phone: (561) 881-3345

Fax: (561) 881-3349

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** March 1, 2023  
**Originating Department:** Communications and Grants  
Resolution Approving Submission of an Application for Funding  
Through the CDBG Program to Enhance and Improve the Safety of the  
**Agenda Title:** Ilex Park Playground

**Approved by Town Manager:** *ACT in W* *Randy McElhannon* **Date:** 2/23/2023

**Cost of Item:** \$0.00 **Funding Source:** \_\_\_\_\_  
**Account Number:** \_\_\_\_\_ **Finance Signature:** \_\_\_\_\_

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

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

**Please initial one:**

\_\_\_\_\_ Yes I have notified everyone  
 MA \_\_\_\_\_ Not applicable in this case

**Summary Explanation/Background:**

The Palm Beach County Department of Housing and Economic Sustainability supports the Community Development Block Grant Program, which funds government entities seeking funding for infrastructure, public facilities and code enforcement activities. Grant dollars cannot be used to supplant funds that were originally budgeted for the project. Funding requests can only be made for an amount less than or equal to what was awarded in the previous grant year; the Town received \$55,433 in the 2022-2023 grant cycle.

As a result of the funds received through last year's CDBG grant, the Town was able to purchase playground equipment for Ilex Park in order to replace the playground equipment previously located there, which had fallen into disrepair. While the installation of these swings and playground apparatus are an essential element in the upgrading of the park, there is more that needs to be done in order to make the park safer and more hospitable to children and families. At this time, Town staff proposes

moving forward with a request for funding to procure such items as a canvas shade canopy to protect children playing on the apparatus from the sun; new, vinyl-coated chain link fencing; new ADA-compliant sidewalks; new playground amenities such as benches and picnic tables; safety enhancements such as lighting; and more. Creating this quality of amenities will support the Town's mission to provide its low-income residents with an opportunity to access healthful, no-cost recreational and social activities and will meet the CDBG objective of "benefitting low and moderate income persons."

**Recommended Motion:**

I move to approve Resolution No. 19-03-23

**RESOLUTION 19-03-23****A RESOLUTION OF THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING SUBMISSION OF AN APPLICATION FOR FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO ENHANCE AND IMPROVE THE SAFETY OF THE ILEX PARK PLAYGROUND.**

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

**WHEREAS**, the Town desires to implement strategies that will improve the quality of life for residents and visitors in the community; and

**WHEREAS**, it is necessary for the Town of Lake Park to request grant funding from Palm Beach County in order to obtain such funding; and

**WHEREAS**, the Town Commission has determined that it is in the best interest of the Town to authorize the Town Manager to sign and the Town Grant Writer/Chief Public Information Officer to submit the grant application.

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

**SECTION 1.** The foregoing recitals are incorporated herein.

**SECTION 2.** The Town Commission hereby authorizes and directs the Town Manager to execute the grant application.

**SECTION 3.** This Resolution shall become effective immediately upon adoption.

**Town of Lake Park Town Commission****Agenda Request Form****Meeting Date:**      **March 1, 2023****Agenda Item No.****Agenda Title: Amendment to Tyler contract to align with our Fiscal Year.**

- [ ] SPECIAL PRESENTATION/REPORTS [X] CONSENT AGENDA  
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS  
[ ] PUBLIC HEARING ORDINANCE ON \_\_\_\_ READING  
[ ] NEW BUSINESS  
[ ] OTHER: \_\_\_\_\_

**Approved by Town Manager***ACTIVA**Paul McGuinness***Date:***2/23/2023***Paul McGuinness**

Name/Title

<b>Originating Department:</b>  I.T.	Costs: \$ 0.00 Funding Source: Acct. # [ ] Finance _____	<b>Attachments:</b> • Contract Amendment
<b>Advertised:</b> Date: _____ 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 <u>X</u> <b>Please initial one.</b>

**Summary Explanation/Background:** This item will allow us to align the Tyler agreement with our Fiscal Year (10/1 – 9/30). Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**Recommended Motion:** I move to approve Resolution No. *20-03-23*

**RESOLUTION 20-03-23****A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE VICE-MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC., TO PRORATE THE INVOICE UPON THE AMENDMENT EFFECTIVE DATE; 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, pursuant to Florida Statutes; and

**WHEREAS**, the Town and Tyler Technologies, Inc. (TTI) entered into an agreement for (the Agreement); and

**WHEREAS**, on September 12, 2022, the Town and TTI agreed to an amendment to the Agreement whereby the Parties agreed to prorate the Annual SaaS Fees charged by TTI from September 1, 2022 through September 30, 2023 and to invoice the SaaS Fees upon the Amendment’s Effective Date; and

**WHEREAS**, the subsequent annual fees will be billed in advance for a period of October 1 through September 30 of each year; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that it amend the Agreement as requested by TTI; and

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

**Section 1.** The whereas clauses are hereby incorporated herein.

**Section 2.** The Vice-Mayor is hereby authorized and directed to execute the 2<sup>nd</sup> amendment to the Agreement between the Town and Tyler Technologies, Inc.

**Section 3.** This Resolution shall take effect immediately upon its execution.



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Lake Park, Florida, with offices at 535 Park Avenue, Lake Park, Florida 33403 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated September 12, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Annual SaaS Fees shall be prorated from September 1, 2022 through September 30, 2023 and invoiced upon the Amendment Effective Date. Subsequent annual fees will be billed in advance for a period of October 1 through September 30 of each year.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Town of Lake Park, FL

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## Town of Lake Park Town Commission

### Agenda Request Form

Meeting Date: March 1, 2023

Originating Department: Public Works

**REQUEST FOR AUTHORIZATION FOR THE TOWN MANAGER TO APPROVE TWO WORK AUTHORIZATIONS FOR HINTERLAND GROUP, INC., TO PROVIDE EMERGENCY STORMWATER INFRASTRUCTURE REPAIR SERVICES AT JOULE ROAD AND CRESCENT DRIVE ALLEYWAY, PER PRICING, TERMS, AND CONDITIONS OF THE CITY OF PALM BEACH GARDENS/HINTERLAND CONTRACT NO. ITB2021-127CS (COOPERATIVE PURCHASE).**

Agenda Title:

Approved by Town Manager: *ACTINA*

*[Signature]*

Date: 2/23/2023

Cost of Item: \$123,816.75

Funding Source: Repairs & Maintenance

Account Number: 402-46000

Finance Signature: Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall  
DN: cn=Jeffrey P. Duvall, o=State of Florida, ou=State of Florida, email=jduvall@stateof.fl.us, c=US  
Date: 2023.02.23 14:46:02 -0500

Advertised: N/A

Date: N/A

Newspaper: N/A

Attachments:

1. Agenda Request Form
2. Hinterland Group Proposal 21-0107-29
3. Hinterland Group Proposal 21-0107-28
4. Joule Road Work Description
5. Town/Hinterland Group Agreement (Resolution 65-10-21)

Please initial one:

*[Initials]* Yes, I have notified everyone

Not applicable in this case

### Summary Explanation/Background:

The Public Works Department continues to aggressively work to repair damaged and/or compromised stormwater infrastructure at various locations across the Town.



This agenda item is seeking approval to spend up to **\$123,816.75** of budgeted repair and maintenance funding to complete repairs to two compromised areas, as follows:

The first location is located at Joule Road; the contractor will excavate and replace 378' feet of 15" Reinforced Concrete Pipe (RCP) exfiltration system with 15" RCP non-exfiltration main line, retaining the existing storm drain structures No. 22-018D and No. 22-0019D (**Attachment 4**). This location carries an expected cost to repair of **\$105,246.75 (Attachment 2)**.

The second location is located in the Crescent Drive alleyway; staff identified a catch basin in which the concrete collar was in disrepair and became unsuitable for vehicular traffic. This condition also required the temporary closure of the section of the alleyway. The work at this location carries an expected cost to repair of **\$18,570.00 (Attachment 3)**.

Location	Cost
Joule Road	\$105,246.75
Crescent Drive Alleyway	\$18,570.00
Total Cost:	<b>\$123,816.75</b>

Furthermore, staff solicited price proposals from Hinterland Group, Inc. (Contractor), per the terms and conditions of the agreement with the Contractor, which the Town Commission executed Resolution 65-10-21 in October of 2021. (**Attachment 5**).

The Town Manager recommends approval.

**Recommended Motion:**

I MOVE TO DIRECT AND AUTHORIZE THE TOWN MANAGER TO APPROVE A WORK AUTHORIZATION FOR HINTERLAND GROUP INC., TO PERFORM EMERGENCY STORMWATER REPAIRS AT JOULE ROAD AND CRESCENT DRIVE.



(561) 640-3503 - Phone

Hinterland Group, Inc.  
2051 W Blue Heron Blvd  
Riviera Beach, FL 33404

ALL PO's/Contractual Issuances are to be emailed to: [info@hinterlandgroup.com](mailto:info@hinterlandgroup.com)

Proposal # 21-0107-29

**ADDRESS**

Town of Lake Park  
John Wylie  
[jwylie@lakeparkflorida.gov](mailto:jwylie@lakeparkflorida.gov)

DATE: 2/20/2023

**JOB NAME:** Joule Rd Emergency Storm Replacement

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
LI #96 - Construction Foreman	80	HR	\$150.00	\$12,000.00
LI #97 - Equipment Operator	80	HR	\$125.00	\$10,000.00
LI #98 - Laborer	80	HR	\$100.00	\$8,000.00
LI #99 - Pipe Layer	160	HR	\$100.00	\$16,000.00
LI #103 - Track Excavator	80	HR	\$30.00	\$2,400.00
LI #105 - Wheel Loader	80	HR	\$30.00	\$2,400.00
LI #109 - Vibratory Plate Compactor	40	HR	\$10.00	\$400.00
LI #111 - De-Watering	20	HR	\$85.00	\$1,700.00
LI #125 - MOT	1	EA	\$1,500.00	\$1,500.00
LI #126 - Mobilization	1	EA	\$7,500.00	\$7,500.00
<b>Materials</b>				
Pipe and Filter Fabric	1	LS	\$16,946.75	\$16,946.75
Dump Truck	30	HR	\$150.00	\$4,500.00
Fill Dirt	15	LD	\$900.00	\$13,500.00
Trench Box Rental	1	WK	\$2,400.00	\$2,400.00
Pipe, Concrete and Rock Removal and Disposal	1	LS	\$4,500.00	\$4,500.00
Density Testing	1	LS	\$1,500.00	\$1,500.00

**TOTAL \$ 105,246.75**

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

**Notes:**

1. Proposal includes concrete removal only, no replacement
2. Proposal does not include irrigation repair as none appeared to exist on site
3. Proposal assumes no plugging or bypass pumping will be needed
4. Proposal does not include any asphalt restoration or road base
5. Proposal does not include any sod
6. Includes backfill to grade and compaction only, no base rock or roadway restoration

ALL PO's/Contractual Issuances are to be emailed to: [info@hinterlandgroup.com](mailto:info@hinterlandgroup.com)

Accepted By: \_\_\_\_\_

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



(561) 640-3503 - Phone

Hinterland Group, Inc.  
2051 W Blue Heron Blvd  
Riviera Beach, FL 33404

ALL PO's/Contractual Issuances are to be emailed to: [info@hinterlandgroup.com](mailto:info@hinterlandgroup.com)

Proposal # 21-0107-28

**ADDRESS**

Town of Lake Park  
John Wylie  
[jwylie@lakeparkflorida.gov](mailto:jwylie@lakeparkflorida.gov)

DATE: 2/20/2023

**JOB NAME:** Crescent Dr Alleyway Top Replacement

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
LI #96 - Construction Foreman	24	HR	\$150.00	\$3,600.00
LI #97 - Equipment Operator	24	HR	\$125.00	\$3,000.00
LI #98 - Laborer	48	HR	\$100.00	\$4,800.00
LI #103 - Track Excavator	24	HR	\$30.00	\$720.00
LI #109 - Vibratory Plate Compactor	40	HR	\$10.00	\$400.00
LI #112 - Asphalt Pavement Replacement	2	TON	\$350.00	\$700.00
LI #126 - Mobilization	1	EA	\$2,000.00	\$2,000.00

**Materials**

Precast Top Slab	1	LS	\$1,650.00	\$1,650.00
Dump Truck	6	HR	\$150.00	\$900.00
Top Slab Removal and Disposal	1	LS	\$800.00	\$800.00

**TOTAL \$ 18,570.00**

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

**Notes:**

1. Proposal includes removal and replacement of concrete collar only
2. Asphalt to be repaired using cold patch
3. Existing Grate to be reused
4. No density testing included
5. Current Town MOT setup to remain in place

ALL PO's/Contractual Issuances are to be emailed to: [info@hinterlandgroup.com](mailto:info@hinterlandgroup.com)

Accepted By: \_\_\_\_\_

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



Public Works  
Department

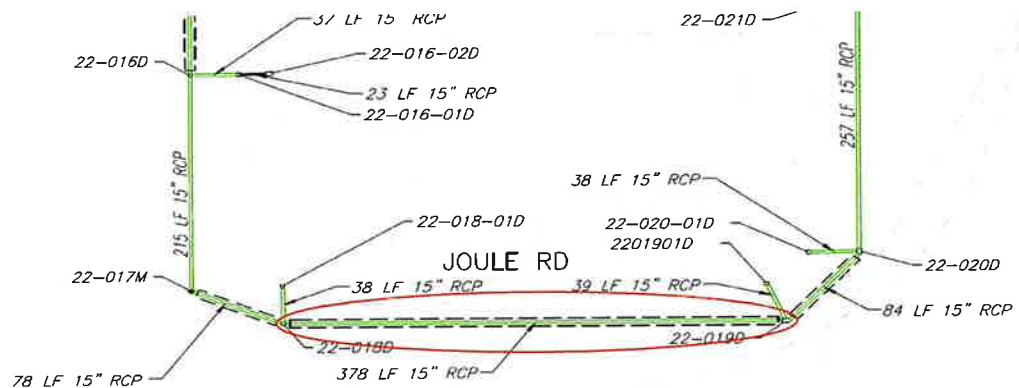
# Town of Lake Park

## Joule Road

### Storm Water Main Line Replacement Project

Excavate and replace 378' of 15" RCP exfiltration system with 15" RCP non-exfiltration main line, retaining existing storm drain structures #22-018D & #22-0019D.

Removal and disposal of existing pipe and drain field material.



650 Old Dixie Highway  
Lake Park, FL 33403  
Phone: (561) 881-3345  
Fax: (561) 881-3349

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)

**RESOLUTION 65-10-21**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH HINTERLAND GROUP, INC., FOR THE PROVISION OF STORMWATER PIPE AND INFRASTRUCTURE VIDEO INSPECTION AND REPAIR SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town is empowered to enter into contracts with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

**WHEREAS**, the Town is responsible for the repair and maintenance of its stormwater infrastructure system and requires a contractor to provide pipe and infrastructure video inspection and repair services; and

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

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

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

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

**WHEREAS**, as permitted by the Town’s Procurement Policies, the Town would like to “piggy back” the contract that was awarded to the Contractor by the City of Palm Beach Gardens and contract with the Contractor for the same services; and

**WHEREAS,** the Contractor has agreed to provide the necessary services and resources to the Town using the same pricing, terms and conditions as set forth in the contract it entered into with the City of Palm Beach Gardens, contract number ITB2021-127CS; and

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

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

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute a contract with the Contractor for services associated with the repair and maintenance of the Town's Stormwater pipe and video inspection and repair services. A copy of the proposed contract is attached hereto and incorporated herein as Exhibit A

**Section 3.** This Resolution shall take effect immediately upon its execution.

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

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>Absent</u>	_____
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	_____
COMMISSIONER ERIN FLAHERTY	<u>/</u>	_____
COMMISSIONER JOHN LINDEN	<u>/</u>	_____
COMMISSIONER ROGER MICHAUD	<u>/</u>	_____

The Town Commission thereupon declared the foregoing Resolution No. 65-10-21 duly passed and adopted this 20 day of October, 2021.

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]  
MICHAEL O'ROURKE  
MAYOR

ATTEST:

[Signature]  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY: [Signature]  
THOMAS J. BAIRD  
TOWN ATTORNEY





**AGREEMENT FOR STORMWATER PIPE AND INFRASTRUCTURE**  
**VIDEO INSPECTION AND REPAIR SERVICES**

**THIS AGREEMENT FOR STORMWATER PIPE AND INFRASTRUCTURE VIDEO INSPECTION AND REPAIR SERVICES (the Agreement)** is made and entered into this 20 day of October, 2021, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and **Hinterland Group, Inc.**, 2051 West Blue Heron Boulevard, Riviera Beach, FL 33404 ("Contractor") (collectively referred to as the parties).

**WITNESSETH THAT**

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

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

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

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

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

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

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

1. The above stated recitals are true and correct.
2. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - a. Keep and maintain public records required by the Town to perform the services which are the subject of this Agreement.



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

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

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

**IN WITNESS WHEREOF**, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: 

Vivian Mendez, Town Clerk

By: 

Michael O'Rourke, Mayor



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

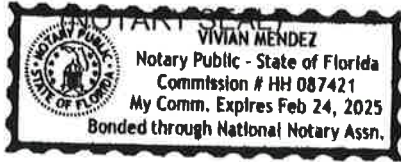
By: 

Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

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



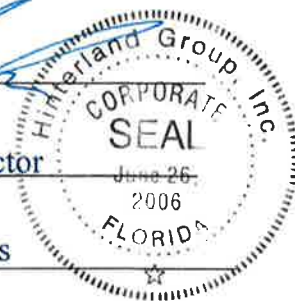
Vivian Mendez  
Notary Public, State of Florida

WITNESSES:

By: [Signature]  
Jay Breig  
Printed Name  
[Signature]  
Daniel Duke III  
Printed Name

Contractor:

By: [Signature]  
Its: Project Director  
Chase Rogers  
Printed Name



STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 4th day of October 2021 by Chase Rogers, as Project Director of Hinterland Group Inc, and who is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public, State of Florida  
Montisha Soto

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



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

**AGREEMENT  
FOR  
STORMWATER INFRASTRUCTURE MAINTENANCE  
AND REPAIR SERVICES**

**AGREEMENT NO. ITB2021-127CS**

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

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

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

**ARTICLE 1. INCORPORATION OF INVITATION TO BID**

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

**ARTICLE 2. SCOPE OF WORK**

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

City of Palm Beach Gardens  
Agreement No. ITB2021-127CS  
Stormwater Infrastructure Maintenance and Repair Services

### ARTICLE 3. PAYMENTS AND CONTRACT VALUE

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

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

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

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

### ARTICLE 4. MISCELLANEOUS PROVISIONS

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

As to the City:

**City of Palm Beach Gardens**  
10500 North Military Trail  
Palm Beach Gardens, Florida 33410  
Attn: City Manager  
Email: [rferris@pbgfl.com](mailto:rferris@pbgfl.com)

With a copy to:

**City of Palm Beach Gardens**  
10500 North Military Trail  
Palm Beach Gardens, Florida 33410  
Attn: City Attorney  
Email: [mlohman@pbgfl.com](mailto:mlohman@pbgfl.com)

As to the Contractor:

**Hinterland Group, Inc.**  
2051 West Blue Heron Boulevard  
Riviera Beach, Florida 33404  
Attn: Chase Rogers  
Email: [crogers@hinterlandgroup.com](mailto:crogers@hinterlandgroup.com)

- b. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.

City of Palm Beach Gardens  
Agreement No. ITB2021-127CS  
Stormwater Infrastructure Maintenance and Repair Services

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

City of Palm Beach Gardens  
Agreement No. ITB2021-127CS  
Stormwater Infrastructure Maintenance and Repair Services

#### ARTICLE 5. TERM

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

#### ARTICLE 6. TERMINATION

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

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

#### ARTICLE 7. ACCESS AND AUDIT OF RECORDS

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

#### ARTICLE 8. OFFICE OF THE INSPECTOR GENERAL

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

#### ARTICLE 9. PUBLIC RECORDS

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



City of Palm Beach Gardens  
Agreement No. ITB2021-127CS  
Stormwater Infrastructure Maintenance and Repair Services

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

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

**ARTICLE 10. SUPERIORITY OF OTHER FORMS OR DOCUMENTS**

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

**ARTICLE 11. LICENSES, PERMITS, AND FEES**

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



## ARTICLE 12. FORCE MAJEURE

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

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

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

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

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

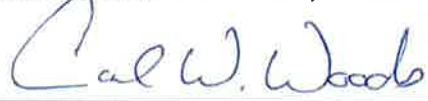
Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that in extenuating circumstances the City may excuse performance for a longer term. Economic hardship of the Contractor shall not constitute a force majeure. The term of this Agreement shall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

(The remainder of this page intentionally left blank.)

City of Palm Beach Gardens  
Agreement No. ITB2021-127CS  
Stormwater Infrastructure Maintenance and Repair Services

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

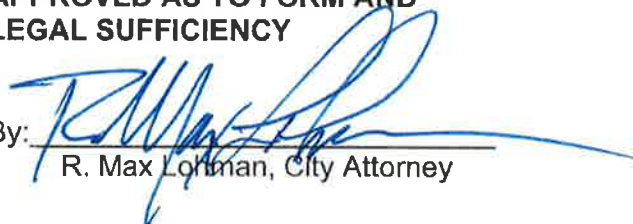
**CITY OF PALM BEACH GARDENS, FLORIDA**

By:   
Carl W. Woods, Mayor


**ATTEST:**

By:   
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
R. Max Lohman, City Attorney

**HINTERLAND GROUP, INC.**

By:   
A7F03E8F4EB4476...  
Daniel A. Duke III, President



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date: March 1, 2023**

**Agenda Item No.**

**Agenda Title: Fiscal Year 2023 Budget Adjustment to Change the Pay Grade for the Position of Marketing Specialist from Grade 60 to Grade 90**

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

Approved by *ACTING TOWN MANAGER* \_\_\_\_\_ Date: 2/23/2023  
 Town Manager \_\_\_\_\_

Name/Title

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

**Summary Explanation/Background:**

The Town on several occasions has advertised to fill the vacant position of Marketing Specialist in the Communications and Grants Department; however, despite such efforts this position has remained unfilled.

In order to help attract qualified applicants for this position, staff is proposing that the pay grade for the Marketing Specialist position be changed as follows:

<b>From (Pay Grade 60)</b>	<b>To (Pay Grade 90)</b>
\$18.21 to \$28.22 per hour	\$22.30 to \$34.57 per hour
\$37,868.90 to \$58,696.79 per year	\$46,391.03 to \$71, 906.09 per year

Fiscal Year 2022/2023 Budget anticipated retaining the position of Marketing Specialist for the period of ten months at a prorated salary of \$33,530 for the year. The Budgeted pay range for this position is pay grade 60. After several attempts to attract a successful candidate with the desired skillset and experience, it has been determined that the current pay grade is insufficient to obtain this candidate.

In consultation with the Town's consultant, Evergreen Solutions, the Town's staff has revised the Market Specialist job description to include enhanced educational and work experience needed to perform sufficiently. It is the belief of Town's staff and its consultant that the current pay grade should be change to pay grade 90 in order to attract and retain qualified candidates.

Staff does not anticipate a need to increase the budget for Fiscal Year 2023 but the budget for the Marketing Specialist position will have an increase in Fiscal Year 2024 corresponding to the pay grade increase for this position.

As information, attached is a copy of the job description for the position of Marketing Specialist which has been revised to increase the educational and professional requirements to correspond to a Grade 90 position. Such revisions are shown in redline format. Upon approval of this budget adjustment, the revised job description will be approved by the Town Manager by Administrative Policy.

**Recommended Motion: I move to authorize the budget adjustment to change the pay grade for the position of marketing specialist from grade 60 to grade 90.**



# Town of Lake Park

## JOB DESCRIPTION

*To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.*

### Marketing Specialist

**Department:** Communications and Grants

**Pay Grade:** 90

**FLSA Status:** Non-Exempt

### JOB SUMMARY

Under the direct supervision of the Grant Writer/Chief Public Information Officer, the Marketing Specialist is responsible for helping to broaden the reach of the Town's messaging and enhance the Town's profile as a safe, supportive, welcoming and forward-thinking municipality in which to live and work.

### ESSENTIAL JOB FUNCTIONS

- Supports the Town's marketing efforts through the establishment of a monthly social media content calendar
- Enhances Town's social media presence through the establishment of additional social media accounts for the Town, as appropriate (Instagram, Twitter, etc.)
- Achieves targets through creation of related graphics, social media content (individual posts and advertising campaigns), and other sources
- Provides monthly newsletter layout/design utilizing content created independently and in conjunction with Grant Writer/Chief Public Information Officer
- Evaluates performance of the Town's marketing endeavors and adjusts accordingly
- Creates content for the Town's YouTube channel
- Works in conjunction with the Grant Writer/Chief Public Information Officer to ensure the Town's website content is current, accurate, user-friendly and ADA-compliant
- Monitors utilization of the Town's website
- Designs flyers and other visually focused marketing materials to promote events hosted by the Town and individual departments
- Disseminates press releases created by department
- Assists with promotion of Town Centennial Celebration events as needed
- Performs other related job duties as assigned

## QUALIFICATIONS

### **Education and Experience:**

- ~~High School Diploma or GED~~
- ~~Bachelor's Degree in Marketing, Communications or a related field, preferred but not required~~
- A minimum of five years of related experience required and five (5) years of experience in marketing, social media management, or related field, or an equivalent combination of education and experience are required

### **Special Qualifications: None**

### **Knowledge, Skills and Abilities:**

- Skill in the use of social media channels including, but not limited to, Facebook, Instagram, Twitter and YouTube **for professional purposes**
- Proficiency in graphic design programs, including Adobe Creative Suite
- High degree of creativity
- Excellent written and verbal communication skills
- Ability to effectively use email marketing software to design and disseminate newsletters
- Strong organizational and project management skills
- Experience with data analytics
- Knowledge and understanding of Search Engine Optimization (SEO) best practices
- Ability to take initiative and meet deadlines

## PHYSICAL DEMANDS

The work is sedentary work that requires exerting up to 10 pounds of force occasionally, and/or negligible force to lift, carry, push, pull or otherwise move objects. Additionally, the following physical abilities are required: fingering, grasping, hearing, mental acuity, reaching, repetitive motion, speaking, talking, and visual acuity.

## WORK ENVIRONMENT

Work is performed primarily indoors without exposure to adverse environmental conditions (dirt, cold, rain, fumes).

**The Town provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender/sex, age, national origin, disability, veteran status, sexual orientation, gender identity or expression, pregnancy, marital status, military status, genetic information or any other legally protected status. This philosophy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, termination, recall, transfer, leave of absence, compensation and training.**





## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:**      **March 1, 2023**

**Agenda Item No.**

**Agenda Title:**      **Resolution 21-03-22 Expressing Support for Senate Bill 350 and House Bill 235 Relating to Alternative Mobility Funding Systems.**

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

Approved by *ACTING* Town Manager *Bernadette McElhiney* Date: *2/23/2023*

*Vivian Mendez, MMC, Town Clerk*  
Name/Title

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

**Summary Explanation/Background:**

On February 9, 2023, the Town Clerk's Office received an email asking for the Town of Lake Park's support in adopting a similar Resolution to that of the City of Palm Beach Gardens, in which they showed their support of Senate Bill 350 and House Bill 235 relating to alternative mobility funding systems.

The purpose of this agenda item is to adopt a Resolution in support of SB 350 and HB 235.

**Recommended Motion:** I move to approve Resolution 21-03-23.



**From:** [Patty Snider](#)  
**To:** [Vivian Mendez](#)  
**Subject:** FW: Resolution in Support of SB 350 and HB 235  
**Date:** Thursday, February 9, 2023 1:23:40 PM  
**Attachments:** [Resolution 16-23 - Support Senate Bill SB 350 and House Bill HB 235 Relating to Alternative Mobility Funding Systems.pdf](#)

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Good afternoon, Vivian,

Please share a copy of the attached Resolution with your elected officials and manager. The City would appreciate your support on this very vital issue.

Thank you,



**Patricia Snider, CMC**

City Clerk

**office:** (561) 799-4122 | **site:** [www.pbgfl.com](http://www.pbgfl.com)

**address:** 10500 North Military Trail | Palm Beach Gardens, FL 33410

**CITY OF PALM BEACH GARDENS E-MAIL DISCLAIMER**  
**PLEASE NOTE:**

Florida has a very broad public records law. Most written communications to or from local officials regarding city business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

**RESOLUTION 21-03-23**

**A RESOLUTION OF THE TOWN OF LAKE PARK, FLORIDA EXPRESSING ITS SUPPORT FOR SENATE BILL SB 350 (2023) AND HOUSE BILL HB 235 (2023), ACTS RELATING TO ALTERNATIVE MOBILITY FUNDING SYSTEMS AND CALLING ON THE FLORIDA STATE LEGISLATURE TO ADOPT THE SUBJECT LEGISLATION, CLARIFYING ALTERNATIVE MOBILITY FUNDING SYSTEMS, IMPROVING EVERY LOCAL GOVERNMENT'S ABILITY TO DEVELOP AND IMPLEMENT MOBILITY PLANS AND FUNDING SYSTEMS AS AN ALTERNATIVE TO TRAFFIC CONCURRENCY, THEREBY REFOCUSING TRANSPORTATION METHODS FROM THE MOVEMENT OF AUTOMOBILES TO THE MOVEMENT OF PEOPLE FOR THE BENEFIT OF BOTH THE DEVELOPMENT COMMUNITY AND THE PUBLIC AT LARGE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the public purpose and intent of SB 350 (2023) filed by Senator Jason Brodeur (R-Lake Mary) and HB 235 (2023) filed by Representative William "Will" Robinson (R-Bradenton) is to revise and clarify state statutes related to alternative mobility funding systems in the State of Florida to provide an alternative means of addressing and mitigating the transportation needs precipitated by new development ; and

**WHEREAS**, the Town of Lake Park has developed and implemented a mobility plan and funding system as an alternative to transportation concurrency ; and

**WHEREAS**, the Town of Lake Park implemented a mobility plan and funding system as a means of refocusing the Town's transportation mitigation strategy onto alternative transportation methods that are concentrated on the movement of people and away from road building with a concentration on moving automobiles ; and

**WHEREAS**, both SB 350 and HB 235 clarify that development cannot be charged twice for the same transportation impacts, a mobility plan and fee must fully mitigate a development's transportation impacts, only the local government issuing the building permit for the development may charge a fee within the mobility plan area, and that payment of a mobility fee shall be deemed to have fully mitigated the development's full transportation impacts; and

**WHEREAS**, the Town recognizes that this legislation will benefit and encourage infill development and redevelopment that is supportive of the construction of desperately needed workforce housing ; and

**WHEREAS**, creatively moving people through alternative modes of transportation, such as high-speed rail, light rail, micro-buses, small EV's, ride-share, electric carts and bikes, and improved pedestrian connections, is beneficial to both the economy and the environment; and

**WHEREAS**, the Town Commission deems approval of this Resolution and the adopting of SB 350 and HB 235 into law to be in the best interests of the health, safety, and welfare of the residents and citizens of the Town of Lake Park, the development and business community, and the public at large.

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

**SECTION 1.** The foregoing recitals are hereby affirmed and ratified.

**SECTION 2.** The Town of Lake Park supports the public purpose and intent of SB 350 (2023) filed by Senator Jason Brodeur (R-Lake Mary) and HB 235 (2023) filed by Representative William "Will" Robinson (R-Bradenton) to revise and clarify state statutes related to alternative mobility funding systems in the State of Florida to provide an alternative means of addressing and mitigating the transportation needs precipitated by new development.

**SECTION 3.** The Town Clerk is hereby directed and authorized to forward a copy of this Resolution to Senate President Senator Kathleen Passidomo (R-Naples), Speaker of the House Representative Paul Renner (R-Palm Coast), Senator Jason Brodeur (R-Lake Mary), Representative William "Will" Robinson (R-Bradenton), and the Palm Beach County Legislative Delegation.

**SECTION 4.** This Resolution shall become effective immediately upon adoption.

**Town of Lake Park Town Commission****Agenda Request Form**

**Meeting Date:** March 1, 2023  
**Originating Department:** Special Events  
**Agenda Title:** Michael Steinhauer Facility Rental Waiver Request

**Approved by Town Manager:** *gcrina* *Frank McElhara* **Date:** 2/23/2023

**Cost of Item:** \$120.00 **Funding Source:** Special Events Department Overtime Salaries  
**Account Number:** 600-14000 **Finance Signature:** Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall  
DN: cn=Jeffrey P. Duvall, o=Town of Lake Park, ou=Finance, email=jd@lakeparkfl.com, c=US  
Date: 2023.02.23 11:00:22 -0500

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

**Attachments:** Michael Steinhauer Facility Rental Application  
Michael Steinhauer Facility Rental Invoice/Receipt

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

**Summary Explanation/Background:**

On February 1, 2023 the Special Events Department received a Facility Rental Application from Mr. Michael Steinhauer to rent the Indoor Pavilion for a family reunion on Friday, March 3 from 5:00 pm – 9:00 pm. Mr. Steinhauer received an invoice totaling \$787.30 which he paid on February 2, 2023.

**At this time, Mr. Steinhauer requests that the Town of Lake Park refund his total payment of \$787.30 (or partial payment) based on the fact that he is a Lake Park resident.** Mr. Steinhauer was charged the resident rate for the rental and will continue to have the event if he does not receive a refund. Mr. Steinhauer is here tonight and would like to address the Commission and answer any questions that they may have.

REQUESTED CATEGORY	VALUE (MONETARY OR OTHER)	TOTAL
Indoor Pavilion Refundable Security Deposit	\$250.00	\$250.00 (This is an Indirect Cost, however fees can occur if there are damages to the facility.)

Indoor Pavilion Rental Fee	\$90.00 Per Hour (Resident Rate)	\$270.00 (Indirect Cost)	Item 12.
Indoor Pavilion Rental Set Up and Breakdown Fee	\$60.00 Per Hour	\$120.00 (Indirect Cost)	
Indoor Pavilion Sales Tax	7% of Rental Rate	\$27.30 (Indirect Cost)	
Indoor Pavilion Staff Fee	\$30.00 Per Hour	\$120.00 (Direct Cost)	

**Recommended Motion:**

At the Town Commission's discretion based on the information given above.



# Town of Lake Park Facility Rental Application

**Date of Event:** Friday, March 3, 2023

**Time of Event:** 5:00pm to 8:00pm

**Set-up Time:** 4:00pm to 5:00pm

**Breakdown Time:** 8:00pm to 9:00pm

## Rental Facility

**Town Hall:** ☐ Mirror Ballroom  
**W. Ilex Park:** ☐ Picnic Pavilion  
**Kelsey Park:** ☐ Entire Park ☐ Gazebo  
**Lake Shore Park:** ☐ Entire Park ☒ Indoor Pavilion  
**Lake Shore Park:** ☐ Picnic Pavilions (North, South, Playground)

**Purpose of Rental:** Family Reunion

**Requests:** ☐ Alcoholic Beverages ☐ Bounce House  
☐ Special Events Permit Required

## **Contact Information:**

**Name:** Michael Steinhauer

**Organization:**

**Address:** 435 Greenbriar Drive

West Palm Beach, FL 33403

**Home:** (608) 332 - 5547 **Cell:** ( ) -

**Work:** ( ) - **E-mail:** pipestone1992@gmail.com

**I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THE FACILITY RENTAL POLICY AGREEMENT.**

**Renter:** X Date

**Lake Park Staff:** X Date



## Facility Usage Agreement

This agreement, made the 1<sup>st</sup> day of February, 20123, by and between  
 THE TOWN OF LAKE PARK, a Florida municipal corporation (Town)  
 and Michael Steinhauer (Renter).

**Premises:** Town leases to Renter and Renter leases from Town  
 the Lake Shore Park Indoor Pavilion (Facility Name)

**Term:** The hours of rental are from 4 o'clock P.m. until 9 o'clock P.m. on  
Friday, March 3, 2023 (Day/Date).

**Security Deposit:** Event organizer shall deposit with Town the sum of \$ 250.00 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 \$ 537.30, 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  
561-840-0160

### FACILITY RENTAL INVOICE

Town of Lake Park  
02/02/2023 12:07  
A169298  
FMSD RFRNT  
FMSD RFRNT  
FMSD RFTAX  
FMSD DEPPV  
FMSD RSCUR  
CHECK: 1306  
TOTAL

AMOUNT  
270.00  
120.00  
27.30  
250.00  
120.00  
787.30  
787.30

Item 12.

**NAME:** Michael Steinhauer  
**ADDRESS:** 435 Greenbriar Drive  
West Palm Beach, 33403  
**PHONE:** 608-332-5547

**EVENT DATE:** Friday, March 3, 2023

**EVENT TIME:** 5:00pm to 8:00pm

**SET-UP TIME:** 4:00pm to 5:00pm

**BREAK DOWN TIME:** 8:00pm to 9:00pm

**EVENT TYPE:** Family Reunion

**LOCATION:** Lake Shore Park Indoor Pavilion **NO. OF PEOPLE** 40

<b>RENTAL (Plus 7% Tax)</b>		
RFRNT Resident Fee	\$ 90.00 /HR* X 3 HRS	\$ 270.00
RFRNT Non-Resident Fee	\$ /HR* X HRS	\$
<b>* Plus \$30/hr Personnel Fee (see below)</b>		
RFRNT Flat Rate Rental Fee	\$	\$
RFRNT Set-up/Breakdown	\$60.00/HR X 2 HRS	\$ 120.00
	<b>RENTAL FEE</b>	\$ 390.00
RFTAX	<b>TAX 7% (On Rental Fee only)</b>	\$ 27.30

**TOTAL RENTAL FEE** (From above taxed box) \$ 417.30

DEPMB/DEPPV **DEPOSIT** \$ 250.00

RSCUR **\*PERSONNEL** \$30.00/HR X 4 HRS = \$ 120.00

**TOTAL:** \$ 787.30

**PAID TODAY:** \$ 787.30

(14 days prior to the Event) (Balance Due Date \_\_\_\_/\_\_\_\_/\_\_\_\_) **BALANCE DUE:** \$ 0.00

**NOTES:** \_\_\_\_\_

**Town of Lake Park Town Commission****Agenda Request Form****Meeting Date:** March 1, 2023**Originating Department:** Special Events**Agenda Title:** Andrew's Place Learning Center Facility Rental Waiver Request**Approved by Town Manager:** *ACTINIA* *Barbara McElrath* **Date:** *2/23/2023***Cost of Item:** \_\_\_\_\_ **Funding Source:** \_\_\_\_\_**Account Number:** \_\_\_\_\_ **Finance Signature:** \_\_\_\_\_**Advertised:****Date:** \_\_\_\_\_ **Newspaper:** \_\_\_\_\_**Attachments:** Andrew's Place Learning Center Facility Rental Application and Invoice/Receipt – February 21, 2023  
Andrew's Place Learning Center Facility Rental Application and Invoice/Receipt – February 22-23, 2023**Please initial one:**☒                      Yes I have notified everyone  
☐                      Not applicable in this case**Summary Explanation/Background:**

On February 17, 2023 the Special Events Department received a facility rental request from Ms. Alexandra Vlachakis, owner of Andrew's Place Learning Center to rent the Indoor Pavilion to host several programs for individuals with intellectual and developmental disabilities. After speaking with Ms. Vlachakis, it was noted that Andrew's Place Learning Center did not qualify for the waiver/reductions for rental of Town facilities that was previously approved by the Town Commission.

Town staff proceeded with providing Ms. Vlachakis with an invoice for the resident rental rate for renting the Indoor Pavilion for Tuesday, February 21, 2023. Because the rental occurred during regular business hours, staff did not charge Ms. Vlachakis the normal personnel fee. The final invoice totaled \$651.25 and was paid on February 17, 2023.

On February 21, 2023, Ms. Vlachakis requested to rent the Indoor Pavilion again for the next two days. Town staff proceeded with providing Ms. Vlachakis with an invoice for the resident rental rate for renting the Indoor Pavilion for Wednesday, February 22 and Thursday, February 23, 2023. Because the rental occurred during regular business hours, staff did not charge Ms. Vlachakis the normal personnel fee. Also, staff did not charge Ms. Vlachakis with an additional security deposit fee. The final invoice totaled \$802.50 and was paid on February 22, 2023.

At this time, Ms. Vlachakis requests that the Town of Lake Park refund the total payment of \$1,453.75 based on the fact that Andrew's Place Learning Center will be receiving their non-profit status on March 15, 2023. The non-profit status would qualify Andrew's Place Learning Center for three (3) free rentals occurring in one calendar year. Ms. Vlachakis is here tonight to address the Town Commission and answer any questions.

#### **BACKGROUND INFORMATION ABOUT ANDREW'S PLACE LEARNING CENTER**

- Andrew's Place offers a comprehensive program to support adults over 18 years old with mild to moderate cognitive developmental disabilities.
- Our focus is on skill-building, socialization, and recreation, all provided in a structured and supportive environment.
- We recognize each participant's unique abilities and tailor our adult programs and activities to fit their individual goals and abilities.
- Our goal is to empower and promote independence by reinforcing daily living skills, ongoing job training, and opportunities for supported employment in the community for those who are interested and able.
- We aim to create a welcoming and inclusive atmosphere where all participants can thrive and reach their full potential.
- Andrew's Place offers services for people with unique abilities, regardless of race, religion or background.

<b>REQUESTED CATEGORY</b>	<b>VALUE (MONETARY OR OTHER)</b>	<b>TOTAL</b>
Indoor Pavilion Refundable Security Deposit For Tuesday, February 21, 2023	\$250.00	\$250.00 (This is an Indirect Cost, however fees can occur if there are damages to the facility.)
Indoor Pavilion Rental Fee For Tuesday, February 21, 2023	\$90.00 Per Hour (Resident Rate)	\$315.00 (Indirect Cost)
Indoor Pavilion Rental Set Up and Breakdown Fee For Tuesday, February 21, 2023	\$60.00 Per Hour	\$60.00 (Indirect Cost)
Indoor Pavilion Sales Tax For Tuesday, February 21, 2023	7% of Rental Rate	\$26.25 (Indirect Cost)
Indoor Pavilion Rental Fee For Wednesday, February 22 and Thursday, February 23, 2023	\$90.00 Per Hour (Resident Rate)	\$630.00 (Indirect Cost)
Indoor Pavilion Rental Set Up and Breakdown Fee For Wednesday, February 22 and Thursday, February 23, 2023	\$60.00 Per Hour	\$120.00 (Indirect Cost)
Indoor Pavilion Sales Tax For Wednesday, February 22 and Thursday, February 23, 2023	7% of Rental Rate	\$52.50 (Indirect Cost)

#### **Recommended Motion:**

At the Town Commission's discretion based on the information given above.



## TOWN OF LAKE PARK

535 Park Avenue  
Lake Park, FL 33403  
561-840-0160

### FACILITY RENTAL INVOICE

Town of Lake Park  
02/17/2023 11:52  
A169546  
FMSD RFRNT  
FMSD RFTAX  
FMSD RFRNT  
FMSD DEPPV  
PP / 1078  
TAL

AMOUNT  
315.00  
26.25  
60.00  
250.00  
651.25  
651.25

Item 13.

**NAME:** Andrew's Place Learning Center C/O Alexandra Vlachakis

**ADDRESS:** 1193 Egret Circle A  
Jupiter, FL 33458

**PHONE:** 678-471-0050

**EVENT DATE:** Tuesday, February 21, 2023

**EVENT TIME:** 9:30 AM to 1:00 PM

**SET-UP TIME:** 9:00 AM to 9:30 AM

**BREAK DOWN TIME:** 1:00 PM to 1:30 PM

**EVENT TYPE:** Learning Center Program

**LOCATION:** Lake Shore Park Indoor Pavilion **NO. OF PEOPLE** 13

<b>RENTAL (Plus 7% Tax)</b>		
RFRNT Resident Fee	\$ 90 /HR* X 3.5 HRS	\$ 315.00
RFRNT Non-Resident Fee	\$ /HR* X HRS	\$
<b>* Plus \$30/hr Personnel Fee (see below)</b>		
RFRNT Flat Rate Rental Fee	\$	\$
RFRNT Set-up/Breakdown	\$60.00/HR X 1 HRS	\$ 60.00
	<b>RENTAL FEE</b>	\$ 375.00
RFTAX	<b>TAX 7% (On Rental Fee only)</b>	\$ 26.25

**TOTAL RENTAL FEE** (From above taxed box) \$ 401.25

DEPMB/DEPPV **DEPOSIT** \$ 250.00

RSCUR **\*PERSONNEL \$30.00/HR X** HRS = \$

**TOTAL:** \$ 651.25

**PAID TODAY:** \$ 621.25

(14 days prior to the Event) (Balance Due Date / / )

**BALANCE DUE:** \$ 0.00

**NOTES:**





# Town of Lake Park Facility Rental Application

**Date of Event:** Tuesday, February 21, 2023

**Time of Event:** 9:30 AM to 1:00 PM

**Set-up Time:** 9:00 AM to 9:30 AM

**Breakdown Time:** 1:00 PM to 1:30 PM

## Rental Facility

**Town Hall:**        Mirror Ballroom

**W. Ilex Park:**        Picnic Pavilion

**Kelsey Park:**        Entire Park *(Requires Special Events Permit)*        Gazebo

**Lake Shore Park:**        Entire Park *(Requires Special Events Permit)* ☒ Indoor Pavilion

**Lake Shore Park:**        Picnic Pavilions (North, South, Playground)

## **Purpose of Rental:**

Learning Center Program

**Requests:**        Alcoholic Beverages        Bounce House  
       Special Events Permit Required

## **Contact Information:**

**Name:** Alexandra Vlachakis

**Organization:** Andrew's Place Learning Center

**Address:** 1193 Egret Circle A

Jupiter, FL 33458

**Home:** (        )        -        **Cell:** ( 678 ) 471 - 0050

**Work:** (        )        -        **E-mail:** andrewsplaceidd@gmail.com

**I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THE FACILITY RENTAL POLICY AGREEMENT.**

**Renter:**        **X**        **Date**       

**Lake Park Staff:**        **X**        **Date**



## Facility Usage Agreement

This agreement, made the 17th day of February, ~~201~~ 2023, by and between  
THE TOWN OF LAKE PARK, a Florida municipal corporation (Town)  
and Alexandra Vlachakis (Renter).

**Premises:** Town leases to Renter and Renter leases from Town  
the Lake Shore Park Indoor Pavilion (Facility Name)

**Term:** The hours of rental are from 9:00 o'clock a.m. until 1:30 o'clock P.m. on  
Tuesday, February 21, 2023 (Day/Date).

**Security Deposit:** Event organizer shall deposit with Town the sum of \$ 250.00 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 \$ 401.25, 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:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

New



## TOWN OF LAKE PARK

535 Park Avenue  
Lake Park, FL 33403  
561-840-0160

### FACILITY RENTAL INVOICE

Town of Lake Park  
02/22/2023 15:40  
A169617  
FMSD RFRNT  
FMSD RFRNT  
FMSD RFTAX  
PP / 1078  
TOTAL

AMOUNT  
630.00  
120.00  
52.50  
802.50  
802.50

Item 13.

**NAME:** Andrew's Place Learning Center C/O Alexandra Vlachakis  
**ADDRESS:** 1193 Egret Circle A  
Jupiter, FL 33458  
**PHONE:** 678-471-0050

**EVENT DATE:** February 22, 23

**EVENT TIME:** 9:30 am to 1:00 pm

**SET-UP TIME:** 9:00 am to 9:30 am

**BREAK DOWN TIME:** 1:00 pm to 1:30 pm

**EVENT TYPE:** Learning Center Program

**LOCATION:** Lake Shore Park Indoor Pavillion **NO. OF PEOPLE** 13

<b>RENTAL (Plus 7% Tax)</b>		
RFRNT Resident Fee	\$ 90.00 /HR* X 7 HRS	\$ 630.00
RFRNT Non-Resident Fee	\$ _____ /HR* X _____ HRS	\$ _____
<b>* Plus \$30/hr Personnel Fee (see below)</b>		
RFRNT Flat Rate Rental Fee	\$ _____	\$ _____
RFRNT Set-up/Breakdown	\$60.00/HR X 2 HRS	\$ 120.00
	<b>RENTAL FEE</b>	\$ 750.00
RFTAX	<b>TAX 7% (On Rental Fee only)</b>	\$ 52.50

**TOTAL RENTAL FEE** (From above taxed box) \$ 802.50

DEPMB/DEPPV **DEPOSIT** \$ \_\_\_\_\_

RSCUR **\*PERSONNEL \$30.00/HR X \_\_\_\_\_ HRS =** \$ \_\_\_\_\_

**TOTAL:** \$ 802.50

**PAID TODAY:** \$ \_\_\_\_\_

(14 days prior to the Event) (Balance Due Date ASAP        /        /       )

**BALANCE DUE:** \$ \_\_\_\_\_

**NOTES:** \_\_\_\_\_  
\_\_\_\_\_





# Town of Lake Park Facility Rental Application

**Date of Event:** February 22, 23

**Time of Event:** 9:30 am to 1:00 pm

**Set-up Time:** 9:00 am to 9:30 am

**Breakdown Time:** 1:00 pm to 1:30 pm

## Rental Facility

**Town Hall:** ☐ Mirror Ballroom  
**W. Ilex Park:** ☐ Picnic Pavilion  
**Kelsey Park:** ☐ Entire Park (Requires Special Events Permit) ☐ Gazebo  
**Lake Shore Park:** ☐ Entire Park (Requires Special Events Permit) ☒ Indoor Pavilion  
**Lake Shore Park:** ☐ Picnic Pavilions (North, South, Playground)

## **Purpose of Rental:**

Learning Center Program

**Requests:** ☐ Alcoholic Beverages ☐ Bounce House  
☐ Special Events Permit Required

## **Contact Information:**

**Name:** Alexandra Vlachakis

**Organization:** Andrew's Place Learning Center

**Address:** 1193 Egret Circle A

Jupiter, FL 33458

**Home:** ( ) - Cell: ( 678 ) 471 - 0050

**Work:** ( ) - E-mail: andrewsplaceidd@gmail.com

**I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THE FACILITY RENTAL POLICY AGREEMENT.**

**Renter:** X **Date** \_\_\_\_\_

**Lake Park Staff:** X **Date** \_\_\_\_\_



## Facility Usage Agreement

This agreement, made the 22nd day of February, 20123, by and between THE TOWN OF LAKE PARK, a Florida municipal corporation (Town) and Andrew's Place Learning Center (Renter).

**Premises:** Town leases to Renter and Renter leases from Town the Lake Shore Park Indoor Pavilion (Facility Name)

**Term:** The hours of rental are from 9:00 o'clock a.m. until 1:30 o'clock p.m. on February 22, 23, 27, 28 & March 1 (Day/Date).

**Security Deposit:** Event organizer shall deposit with Town the sum of \$ 0.00 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 \$ 802.50, 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 Town Commission

## Agenda Request Form

**Meeting Date:** March 1, 2023

**Originating Department:** Public Works

**Agenda Title:**

**REQUEST TO AUTHORIZE THE TOWN MANAGER TO ENCUMBER AND EXPEND FUNDING AND TO APPROVE A PROPOSAL FROM ENGENUITY GROUP FOR THE DEVELOPMENT OF 100% CONSTRUCTION-READY ENGINEERING DESIGN PLANS ASSOCIATED WITH THE PROPOSED OVAL-A-BOUT AT THE ROADWAY INTERSECTION OF 10<sup>TH</sup> STREET, PROSPERITY FARMS AND NORTHERN DRIVE.**

**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: 2023.02.21 12:16:11 -05'00'

**Date:**

**Cost of Item:** \$84,481.64

**Funding Source:** Professional Services

**Account Number:** 190-31000

**Finance  
Signature:**

Jeffrey P. Duval

Digitally signed by Jeffrey P. Duval  
DN: cn=Jeffrey P. Duval, o=ou,  
email=jduval@lakeparkflorida.gov, c=US  
Date: 2023.02.17 10:35:57 -05'00'

**Advertised:** N/A

**Date:** N/A

**Newspaper:** N/A

**Attachments:**

1. Agenda Request Form (ARF)
2. Cost Proposal from Engenuity Group
3. PowerPoint Presentation
4. Minutes from Stakeholder's Meeting of November 11, 2022
5. Resolution 320522, as approved by the Town Commission

**Please initial one:**

Yes, I have notified everyone

*MP*

Not applicable in this case

**Background/Summary Explanation:**

In recent years, the Town has experienced operational and safety concerns at the roadway intersection of 10<sup>th</sup> Street, Prosperity Farms Road and Northern Drive which led the Town to initiate measures to address those concerns.

The Town retained O'Rourke Engineering & Planning to identify alternatives and ultimately recommend solution options. The alternatives that were identified were 1) Implement up-grades to the signalization of the intersection, 2) Remove the signal and replacement by the standard roundabout and 3) Remove the signal and replacement of the oval-a-bout.

O'Rourke Engineering & Planning produced a final report that was extensively analyzed and reviewed by Town Staff, by the Town Commission and by Palm Beach County, and subsequently the oval-a-bout option was selected for further design and analysis.

In October of 2021, the Town of Lake Park had further discussions with Palm Beach County about the conceptual design, the estimated construction costs and the overall viability of the Oval-a-bout. During that meeting, Palm Beach County expressed continued interest in working with the Town to move the Oval-a-bout project forward and indicated that funding sources may be available. Palm Beach County also asked for the Town to further investigate, through engineering analysis, whether the Oval-a-bout could be constructed within the available public right-of-way area.

The Town then contracted with Engenuity Group to provide a conceptual engineering analysis and scaled plan representing the Oval-a-bout and to provide recommendations should right-of-way modifications be necessary.

Upon completion of the conceptual plan, the Town held a stakeholders meeting on November 11, 2023, to present the proposed Oval-a-Bout concept and layout to Town residents and impacted business owners. The event was well attended and included participation from the Town Commission and Town Staff. Subsequent discussions between Town and Palm Beach County Staff led to a recommendation to complete 100% design of the project in order to facilitate an application for permitting and a funding request from the Town to the County.

Finally, at the direction of the Town Manager, Town Staff solicited a proposal from Engenuity Group to develop 100% permit-ready plans associated with the construction of an Oval-About at the intersection of 10<sup>th</sup> Street, Prosperity Farms Road and Northern Drive.

The proposal submitted by the Engenuity Group ("Engenuity") carries a total cost of **\$126,092.00** and includes a performance period of 4 to 5 months, from issuance of Notice to Proceed. Engenuity is an approved engineering services consultant pursuant to CCNA (Resolution 76-11-18).

Because this project is located on both Town-owned and CRA-owned properties, the cost of the proposal will be funded proportionally, as follows:

#### Engineering, Surveying and Design Work

<b>Municipality/Agency</b>	
Town of Lake Park:	<b>\$84,481.64</b>
Town of Lake Park Community Redevelopment Agency:	<b>\$41,610.36</b>
<b>Total:</b>	<b>\$126,092.00</b>

A similar agenda item for the CRA-funded portion of the project is scheduled for consideration by the CRA Board of Directors during its Regular Meeting of March 15, 2023.

The Town Manager recommends approval.

**Recommended Motion:**

**I MOVE TO AUTHORIZE THE TOWN MANAGER TO ENCUMBER AND EXPEND FUNDING AND TO APPROVE A PROPOSAL FROM ENGENUITY GROUP FOR THE DEVELOPMENT OF 100% CONSTRUCTION-READY ENGINEERING DESIGN PLANS ASSOCIATED WITH THE PROPOSED OVAL-A-BOUT.**

December 08, 2022  
(Revised 1/6/23)

John Wille  
Capital Improvements  
Town of Lake Park  
640 Old Dixie Highway  
Lake Park, FL 33403  
(Via email: [jwille@lakeparkflorida.gov](mailto:jwille@lakeparkflorida.gov))

**Re: Professional Civil Engineering Services  
10<sup>th</sup> Street Oval-About- Intersection Improvements  
Final Design and Construction Plans  
Lake Park, Florida  
Engenuity Group Project No. 18187.46.02**

Dear Mr. Wille:

We are pleased to offer this proposal to render professional civil engineering and surveying services in connection with intersection improvements for an Oval-About located on 10<sup>th</sup> Street and Prosperity Farms Rd, Lake Park, FL (hereinafter called the "Project"). Our construction plans will be based on the approved conceptual plan previously presented to Lake Park.

### **Survey Services**

Engenuity Group, Inc. will prepare a Topographic and Tree Survey pursuant to Chapter 5J-17.050, Florida Administrative Code, of the intersection of Northern Dive, 10<sup>th</sup> Street and Prosperity Farms Road site as shown on the attached graphic in **red** and to extend approximately 200 feet northerly along 10<sup>th</sup> Street and Prosperity Farms Road as noted on the graphic which was provided by our office.

See the attached **Designated Scope of Services** for a list of items to be included on the Survey.

The final deliverable will be an electronically signed and sealed copy of the Topographic and Tree Survey which can be provided within thirty (30) business days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

**Survey Fee: \$5,658.00**

### **SUE Services**

Engenuity Group, Inc. will research existing utility as-builts and use ground penetrating radar (GPR) and electromagnetic locating to determine where the underground utilities are within the area shown in **red** and show them on survey.

**SUE Services Fee: \$4,284.00**  
**Total Survey and SUE Fee: \$9,942.00**

2022 12-08 Proposal  
Project No.18187.46  
Page 1 of 6

### **Engineering Services**

Engineering services will consist of attendance at Town meetings (1) Public Workshop and (1) Town Council), Final Construction Documents, Permit Application submittals, Contractor Bid Coordination, Construction Observations, and Construction Phases Services, all as set forth in Exhibit "A" which is attached to this letter.

Our services as set forth in Exhibit "A" will be provided for a lump sum of **\$ 116,150.00** based on the following distribution of compensation:

<b>A. Public Workshop, Town Council and P&amp;Z meetings (3 total)</b>	<b>\$ 1,800.00</b>
<b>B. Construction Documents</b>	<b>\$61,500.00</b>
<b>C. Permitting</b>	<b>\$12,000.00</b>
<b>D. Bid Coordination</b>	<b>\$3,500.00</b>
<b>E. Construction Phases Services</b>	<b>\$18,000.00</b>
<b>F. Geotechnical and Maintenance of Traffic</b> (See Pacifica proposal attached)	<b>\$7,575.00</b>
<b>G. Traffic Analysis Update</b> (See O' Rourke Engineering proposal attached)	<b>\$11,775.00</b>

<b><u>Sub-Total Engineering Services</u></b>	<b><u>\$116,150.00</u></b>
<b>Grand Total Surveying, SUE, Engineering and Geotechnical</b>	<b>\$126,092.00</b>

### **Permit Fees, Reproduction Charges and Reimbursable Expenses**

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

### **Invoicing and Payment**

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the



invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

**PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.**

Sincerely,



Adam C. Swaney, P.E.  
Director of Engineering

Approved by:



Keith B. Jackson, P.E.  
Vice President

**Authorization:** Professional Civil Engineering Services  
10<sup>th</sup> Street Oval-About- Intersection Improvements  
Final Design and Construction Plans  
Lake Park, Florida  
Engenuity Group Project No. 18187.46.02

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Name & Title)

**For:** \_\_\_\_\_  
(Name of Company)

**Contract Amount:** \$126,092.00

I am \_\_\_\_ I am not \_\_\_\_ The Owner of the Property

**The Property Owner Is:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_

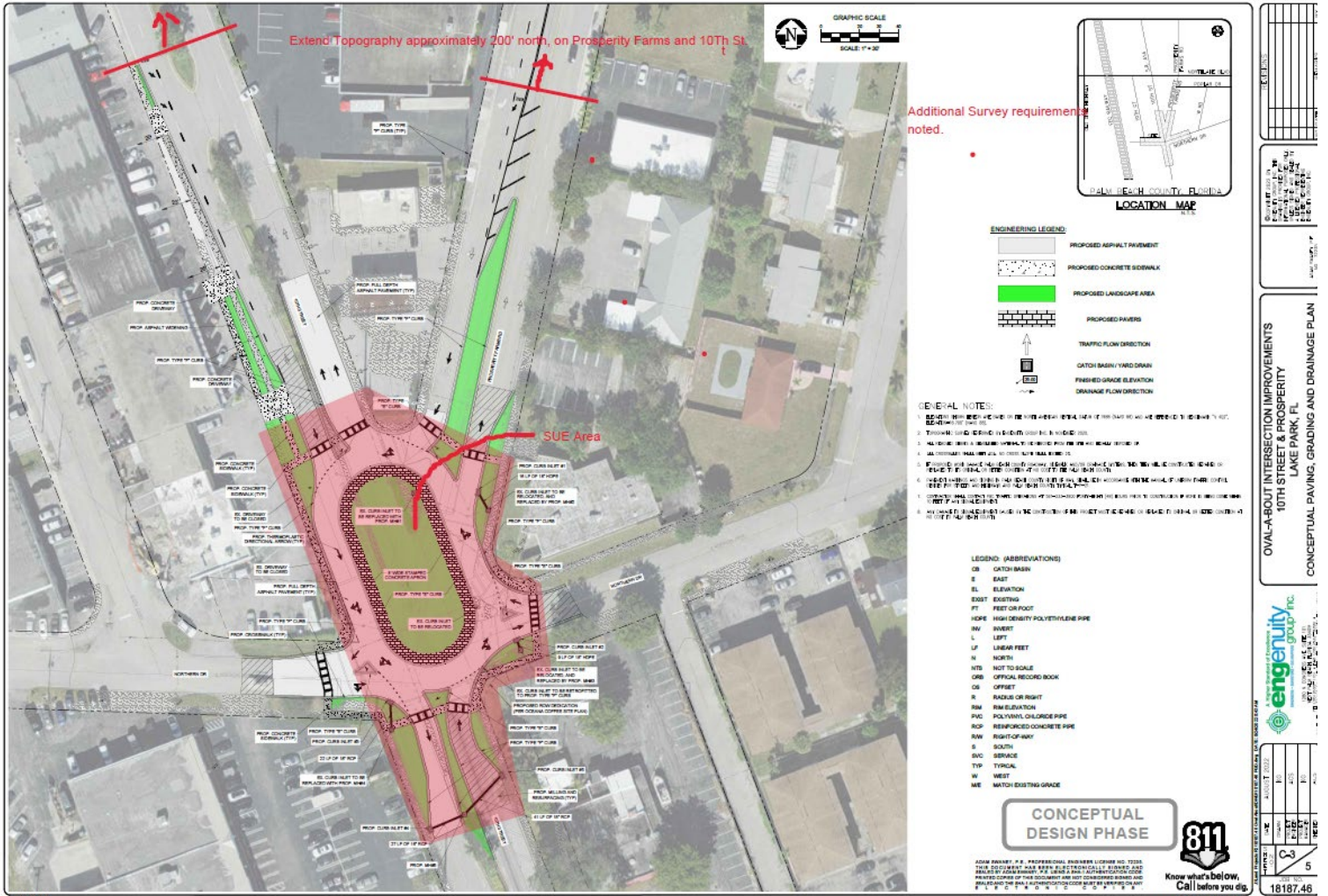
**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**DESIGNATED SCOPE OF SERVICES: TOPOGRAPHIC/TREE SURVEY**  
**NAME: 10<sup>th</sup> STREET OVAL ABOUT- INTERSECTION IMPROVEMENTS**  
**ENGENUITY PROJECT NO. 18187.46      DATE: 1/3/2023**

<b>TASK:</b>	<b>Included in Contract (Yes/No)</b>
<b>Topographical Survey</b>	
Minimum of two permanent benchmarks per every 500' on site; description and elevation to nearest .01'.	<b>Yes</b>
Contours at 1-foot intervals; error shall not exceed one half contour interval.	<b>No</b>
Spot elevation at each intersection of a 25-foot square grid covering the property.	<b>Yes</b>
Spot elevations at street intersection and at 100 feet on center curb, sidewalk and edge of paving including far side of paving.	<b>Yes</b>
Topographic data will be obtained at 50-foot intervals of the road from right-of-way to right-of-way.	<b>Yes</b>
Plotted location of structures, man-made (e.g., paved areas) and natural features.	<b>Yes</b>
Location of water mains, and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property based on as-built information supplied by utility companies.	<b>Yes</b>
Location of fire hydrants available to the property.	<b>Yes</b>
Location and characteristics of power and communications systems above grade.	<b>Yes</b>
Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.	<b>Yes</b>
Name of the operating authority of each utility.	<b>No</b>
Elevation of water in any excavation, well or nearby body of water.	<b>No</b>
Extent of watershed onto the property.	<b>No</b>
Trees of 6" and over (caliper 3' above ground); locate within 1' tolerance and give species in English or botanical terms.	<b>Yes</b>
Specimen trees flagged by the Owner or the Architect (___ in number); locate to the center within 1' tolerance; give species in English or botanical terms, give caliper and ground elevation on upper slope side.	<b>No</b>
Perimeter outline only of thickly wooded areas unless otherwise directed.	<b>Yes</b>
Confirm soil boring location(s).	<b>No</b>
SUE Services included in the scope	<b>Yes</b>
Scale of drawing is typically 1"=20' but will be determined by Engenuity Group, Inc. unless the client specifies a scale they would like the drawing at.	
Other (specify):	
1. <b>Datum will be National American Vertical Datum 1988 (NAVD 88)</b>	
2. <b>SUE Services are included in the services within the area shown in red</b>	

# Graphic



# EXHIBIT “A”

## 10<sup>TH</sup> STREET OVAL-ABOUT INTERSECTION IMPROVEMENTS FINAL DESIGN AND CONSTRUCTION PLANS LAKE PARK, FL Engenuity Group Project No. 18187.46.02

### ENGINEER'S SERVICES:

#### **A1.01 Meetings**

- A. Attendance at Public Workshop Meeting (1), Town Council Meeting (1), and P&Z Meeting (1).

#### **A1.02 Construction Documents**

- A. Prepare drainage calculations.
- B. Prepare final drawings indicating the scope, extent, and character of the paving, grading, drainage work to be performed and furnished by the CONTRACTOR.
- C. Prepare project manual with specifications and contract documents for bidding. The project manual will be for review and approval by CLIENT, its legal counsel and other advisors using contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid, and instructions to bidders provided by CLIENT in electronic form.
- D. Prepare a Pollution Prevention Plan.
- E. Prepare a Demolition Plan.
- F. Prepare Engineer's Opinion of Cost for the overall civil site improvements.

#### **A1.03 Permitting Phase Services**

- A. Provide technical criteria, written descriptions, and design data for filing applications for permits from the following governmental authorities having jurisdiction to review or approve the design of the Project:
  - 1. South Florida Water Management District – On-site ERP drainage and dewatering permits.
  - 2. Town of Lake Park – Roadway and Drainage Permit

3. Palm Beach County Engineering Department - On-Site paving and drainage and driveway connection permits.
4. NPDES Permit Application (NOI).

Normal and customary permitting activities are included in ENGINEER'S services. Responding to application review comments that require ENGINEER'S services that are not normal and customary are additional services that can be performed on an hourly basis upon authorization.

#### **A1.04 Items to be furnished by OWNER:**

- A. Soil borings and analysis. Percolation test results. See attached proposal.
- B. A conceptual Oval-About plan that has been approved by the Town of Lake Park and Palm Beach County. All dimensions on site plan must be verified and to scale. Submit site plan to Engenuity Group, Inc. in AutoCAD 2015 format.

#### **A1.05 This proposal does not include the following:**

- A. Reproduction of drawings and specifications for CONTRACTOR'S use during construction.
- B. Survey including platting and construction layout or Record Drawings.
- C. Design of landscaping, irrigation, and lighting.
- D. Coordination of new or relocated electrical, gas, telephone, and TV services.
- E. Environmental Analysis or design including wetlands, uplands, or contamination.

#### **A1.06 Bid Coordination**

- A. Assist ARCHITECT/ OWNER in obtaining and reviewing bids for the Work.
- B. Attend pre-bid conference and issue minutes.
- C. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

- D. Attend the Bid opening, prepare Bid tabulation sheets, evaluate Bids and make a recommendation for award.

### **A1.07 Construction Phase Services**

- A. *Preconstruction Conference*. Attend a Preconstruction Conference prior to commencement of Work at the Site.
- B. *Visits to Site and Observation of Construction*. In connection with observations of CONTRACTOR'S work in progress while it is in progress:

1. Make no more than eighteen (18) visits to the site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, are not intended to be exhaustive or to extend to every aspect of CONTRACTOR'S work in progress or to involve detailed inspections of CONTRACTOR'S work in progress beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER'S exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will determine in general if CONTRACTOR'S work is proceeding in accordance with the Contract documents, and ENGINEER shall keep OWNER informed of the progress of Work.
2. ENGINEER will not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct, or have control over CONTRACTOR'S work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by CONTRACTOR, for safety precautions and programs incident to regulations applicable to CONTRACTOR'S furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR'S failure to furnish and perform its work in accordance with the Contract Documents.

- C. *Clarifications and Interpretations; Field Orders*. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of CONTRACTOR'S work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders



authorizing minor variations from the requirements of the Contract Documents.

- D. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which CONTRACTOR is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet the CONTRACTOR'S submittal schedule that has earlier been acceptable to ENGINEER.
- E. *Applications for Payment.* Based on ENGINEER'S on-site observations as an experienced and qualified design professional, ENGINEER will review pay applications and advise OWNER to either recommend payment or return the pay application to the CONTRACTOR for correction.
- F. *Inspections and Tests.* Require such special inspections or tests of CONTRACTOR'S work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests. Field testing of materials is not included in ENGINEER'S scope of services.
- G. *Record Drawings.* Review Record Drawings prepared and certified by the CONTRACTOR'S Florida licensed surveyor and the CONTRACTOR.
- H. *Completion of Construction Certifications.* Prepare construction completion certifications and submit to the following agencies:
  - 1. South Florida Water Management District
  - 2. Town of Lake Park
  - 3. Palm Beach County Engineering Department
  - 4. NPDES Notice of Completion
- I. *Substantial Completion.* Promptly after notice from CONTRACTOR that CONTRACTOR considers the entire Work ready for its intended use, in

company with OWNER and CONTRACTOR, conduct a review of the work to determine if it is Substantially Complete.

- J. *Final Notice of Acceptability of the Work.* Conduct a final review to determine if the completed Work of CONTRACTOR is acceptable.
- K. *Contract Time.* ENGINEER'S services during construction are dependent upon the timely performance of CONTRACTOR'S work. ENGINEER'S services are based on a construction Contract Time of one hundred and eighty (180) calendar days for final completion of the work. If the CONTRACTOR exceeds such period of time, ENGINEER'S compensation shall be subject to an equitable adjustment.

Appendix B - Project Schedule

10 <sup>th</sup> Street Ovalabout Intersection Improvements	MAR 2023	APR 2023	MAY 2023	JUNE 2023	JULY 2023	AUG 2023	SEP 2023	OCT 2023	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUNE 2024
Anticipated NTP April 1, 2023																
Traffic Analysis																
Geotechnical																
Topographic Survey																
SUE Services																
Design																
Permitting																
Bidding																
Construction Phase Services																

Contract and project schedule may need to be adjusted if there are unforeseen delays outside of Engenuity’s control.

# Proposal to Develop Engineering Plans to Construct the 10<sup>th</sup> Street Ovalabout



Department of Public Works

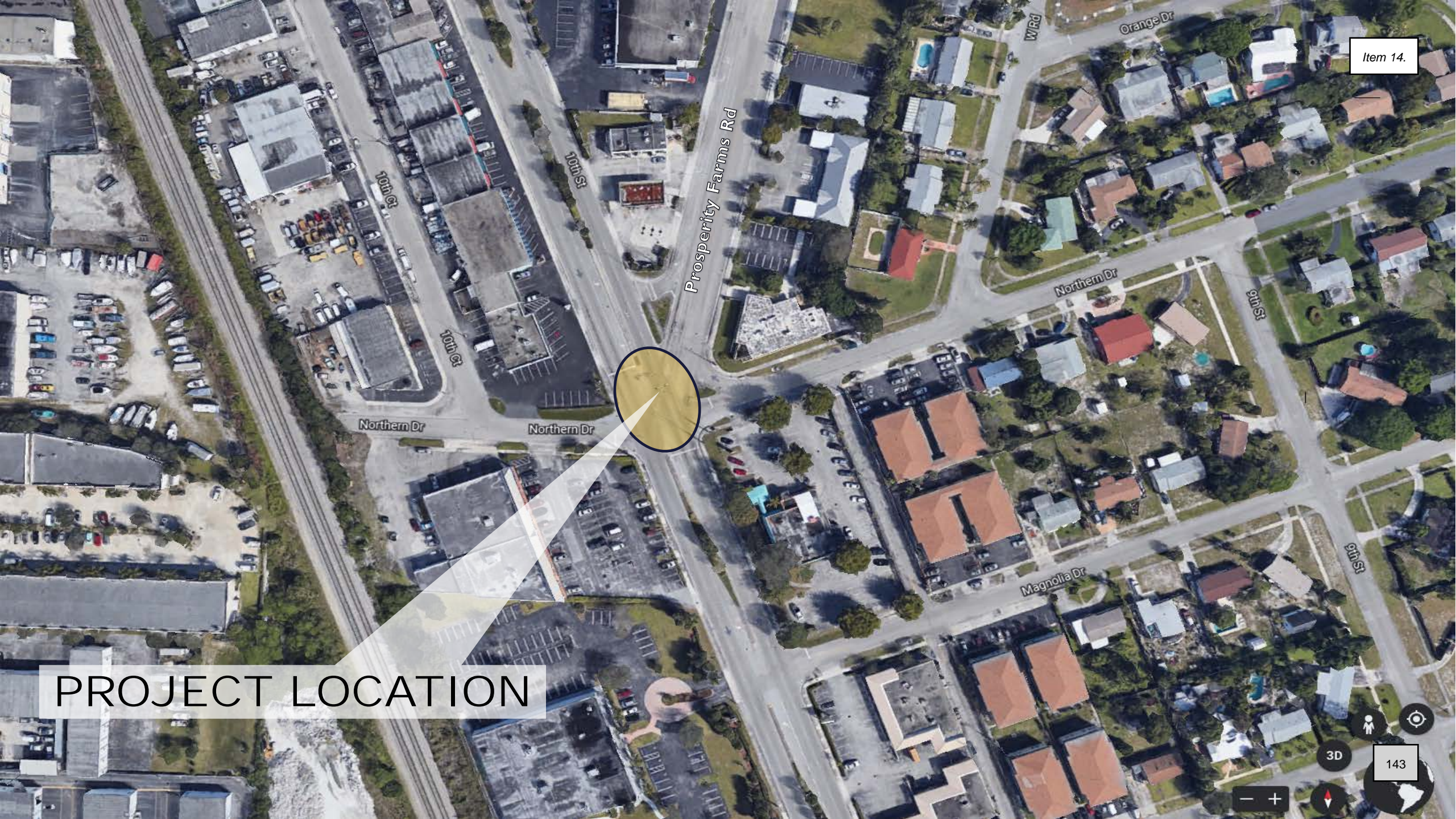




# Project Background

ROBERTO TRAVIESO, DIRECTOR OF PUBLIC WORKS





PROJECT LOCATION



# Project Background



- History of frequent and severe traffic accidents in project area
- Conducted Traffic Study in **2020** (O'Rourke Engineering & Planning)
  - Report available on Town's website
- Developed three (3) option:
  - Implement signalization improvements
  - Construct round-about (rotary) traffic element
  - Construct oval-about traffic element



# Project Background



- Partnered with Palm Beach County (PBC) to design and construct the project
- Contracted with Engenuity Group to perform Feasibility Study and develop opinion of costs





# What is an Ovalabout?

- A type of oval-shaped intersection or junction in which road traffic is permitted to flow in one direction (counterclockwise) around a oval-shaped island
- Widely consider a mobility and traffic safety-enhancement
- Traffic Calming benefits





# How Would an Ovalabout Help?

- Increased level of service
- Increased traffic safety, reduced travel speeds
- Increased mobility (I.e. protected crosswalks)
- Landscape enhancements (plantings, art pedestal, etc.)





# Conceptual Plans

ADAM SWANEY, PE



# CONCEPTUAL SITE PLAN



GRAPHIC SCALE  
0 10 20 30 40  
SCALE: 1" = 30'



## ENGINEERING LEGEND:

	PROPOSED ASPHALT PAVEMENT
	PROPOSED CONCRETE SIDEWALK
	PROPOSED LANDSCAPE AREA
	PROPOSED PAVERS
	TRAFFIC FLOW DIRECTION
	CATCH BASIN / YARD DRAIN
	FINISHED GRADE ELEVATION
	DRAINAGE FLOW DIRECTION

## GENERAL NOTES:

1. ELEVATIONS SHOWN HEREIN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE REFERENCED TO BENCHMARK "V 402", ELEVATION=16.706' (NAVD 88).
2. TOPOGRAPHIC SURVEY PERFORMED BY EXIGENTIA GROUP INC. IN NOVEMBER 2020.
3. ALL REMOVED DEBRIS & DEMOLISHED MATERIAL TO BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF.
4. ALL CROSSWALKS SHALL MEET ADA. NO CROSS SLOPE SHALL EXCEED 2%.
5. IF PROPOSED WORK DAMAGE PALM BEACH COUNTY ROADWAY, SIDEWALK AND/OR DRAINAGE SYSTEMS, THEN THEY WILL BE CONSTRUCTED, REPAIRED OR REPLACED TO ITS ORIGINAL OR BETTER CONDITION AT NO COST TO THE PALM BEACH COUNTY.
6. PAVEMENT MARKINGS AND SIGNING IN PALM BEACH COUNTY RIGHT OF WAY, SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND PALM BEACH COUNTY TYPICAL T-1-21.
7. CONTRACTOR SHALL CONTACT PBC TRAFFIC OPERATIONS AT 561-233-3900 FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION IF WORK IS BEING DONE WITHIN 10 FEET OF ANY SIGNAL EQUIPMENT.
8. ANY DAMAGE TO SIGNAL EQUIPMENT CAUSED BY THE CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY.

## LEGEND: (ABBREVIATIONS)

CB	CATCH BASIN
E	ELEVATION
EXIST	EXISTING
FT	FEET OR FOOT
HDPE	HIGH DENSITY POLYETHYLENE PIPE
INV	INVERT
L	LEFT
LF	LINEAR FEET
N	NORTH
NTS	NOT TO SCALE
ORB	OFFICIAL RECORD BOOK
OS	OFFSET
R	RADIUS OR RIGHT
RM	RIM ELEVATION
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
RAW	RIGHT-OF-WAY
S	SOUTH
SVC	SERVICE
TYP	TYPICAL
W	WEST
WE	MATCH EXISTING GRADE

CONCEPTUAL  
DESIGN PHASE

149

ADAM SWANEY, P.E., PROFESSIONAL ENGINEER LICENSE NO. 73235  
THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND  
SEALED BY ADAM SWANEY, P.E. USING A SIGNATURE AUTHENTICATION CODE.  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND  
SEALED AND THE SIGNATURE AUTHENTICATION CODE MUST BE VERIFIED ON ANY  
ELECTRONIC COPIES

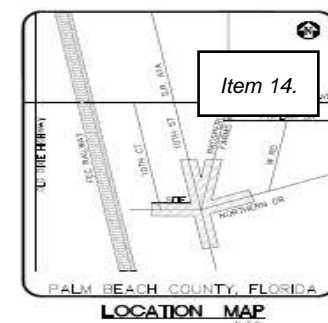
Know what's below.  
Call before you dig.



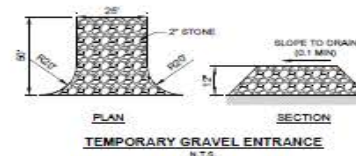
# CONCEPTUAL DEMOLITION PLAN



GRAPHIC SCALE  
0 10 20 30 40  
SCALE: 1" = 30'

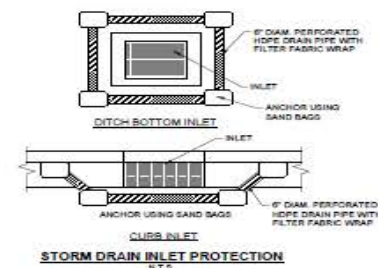
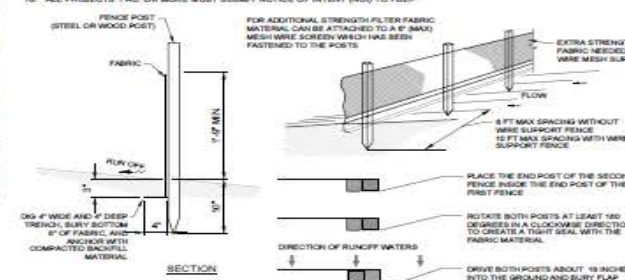


LEGEND	
	DEMOLITION



## SILT FENCE NOTES:

1. THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).
2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.
3. POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 CM). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET (1.8 M).
4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND UP SLOPE FROM THE BARRIERS.
5. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UP SLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG. THE WIRE, OR HOOK RINGS, THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
6. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WAIRED TO THE FENCE, AND 6 INCHES (15 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
7. FILTER CLOTH TO BE FASTENED SECURELY TO POSTS WITH TIES SPACED EVERY 24 INCHES AT TOP AND MID. SECTION. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED BY 60 INCHES AND FOLDED.
8. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE OR DEPTH OF ACCUMULATED SEDIMENT REACHES 6 INCHES.
9. SILT FENCE SHALL BE INSTALLED PER MANUFACTURES SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION AND SHALL NOT BE REMOVED UNTIL CONSTRUCTION IS COMPLETE.
10. THE CONTRACTOR SHALL INSPECT AND REPAIR THE SILT FENCE AFTER EACH RAIN EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
11. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFFSITE AND CAN BE PERMANENTLY STABILIZED.
12. THE SILT FENCE SHALL BE PLACED ON SLOPE CONTOUR TO MAXIMIZE ITS PROTECTIVE EFFICIENCY.
13. IF DITCH LEVEL IS DEEPER THAN 30", THEN A FLOATING SILT SCREEN SHALL BE USED.
14. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.
15. ALL PROJECTS REQUIRE SUBMITTAL OF POLLUTION PREVENTION PLAN.
16. ALL PROJECTS 1 AC. OR MORE MUST SUBMIT NOTICE OF INTENT (NOI) TO FDEP.



CONCEPTUAL  
DESIGN PHASE

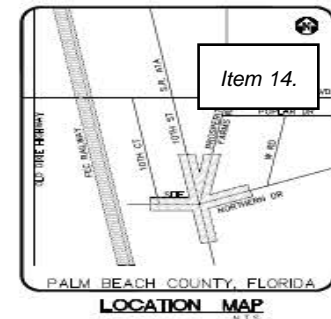
150

ADAM SWANEY, P.E. PROFESSIONAL ENGINEER LICENSE NO. 72235  
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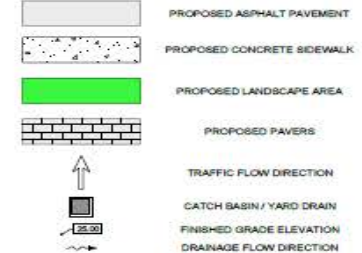
Know what's below.  
Call before you dig.



# CONCEPTUAL PAVING, GRADING AND DRAINAGE PLAN



## ENGINEERING LEGEND:



## GENERAL NOTES:

1. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE REFERENCED TO BENCHMARK "Y 422", ELEVATION 118.730' (NAVD 88).
2. TOPOGRAPHIC SURVEY PERFORMED BY EMERGENCY GROUP INC. IN NOVEMBER 2020.
3. ALL REMOVED DEBRIS & UNWANTED MATERIAL TO BE REMOVED FROM THE SITE AND LEGALLY DEPOSITED OFF.
4. ALL CROSSWALKS SHALL MEET ADA. NO CROSS WALK SHALL EXCEED 20'.
5. IF PROPOSED WORK DAMAGES PALM BEACH COUNTY ROADWAY, SIDEWALK AND/OR DRAINAGE SYSTEMS, THEN THEY SHALL BE CONSTRUCTED REPAIRED OR REPLACED TO ITS ORIGINAL OR BETTER CONDITION AT NO COST TO THE PALM BEACH COUNTY.
6. TRAFFIC SIGNALS AND SIGNALS IN PALM BEACH COUNTY MUST BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND PALM BEACH COUNTY TYPICAL DETAILS.
7. CONTRACTOR SHALL CONTACT 311 FOR OPERATIONS AT 561-233-3600 FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION IF WORK IS BEING DONE WITHIN 10 FEET OF ANY SIGNAL EQUIPMENT.
8. ANY DAMAGE TO SIGNAL EQUIPMENT CAUSED BY THE CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY.

## LEGEND: (ABBREVIATIONS)

CB	CATCH BASIN
E	EAST
EL	ELEVATION
EXIST	EXISTING
FT	FEET OR FOOT
HDPE	HIGH DENSITY POLYETHYLENE PIPE
INV	INVERT
L	LEFT
LF	LINEAR FEET
N	NORTH
NTS	NOT TO SCALE
ORB	OFFICIAL RECORD BOOK
OS	OFFSET
R	RADIUS OR RIGHT
RM	RIM ELEVATION
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
RAW	RIGHT-OF-WAY
S	SOUTH
SVC	SERVICE
TYP	TYPICAL
W	WEST
ME	MATCH EXISTING GRADE

CONCEPTUAL  
DESIGN PHASE

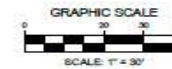
151

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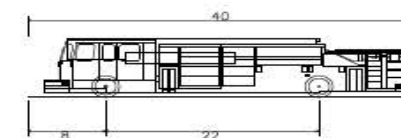


# VEHICLE TRACKING EXHIBIT (FIRETRUCK)



LOCATION MAP  
N.T.S.

LEGEND:	
	PROPOSED LANDSCAPE AREA
	TRAFFIC FLOW DIRECTION
	PROPOSED CONCRETE SIDEWALK
	PAVERS



Pumper Fire Truck  
Overall Length  
Overall Width  
Overall Body Height  
Min Body Ground Clearance  
Track Width  
Lock-to-lock time  
Max Wheel Angle

40.00ft  
8.167ft  
7.745ft  
0.656ft  
80.167ft  
5.00s  
45.00°

CONCEPTUAL  
ENGINEERING PLAN

152

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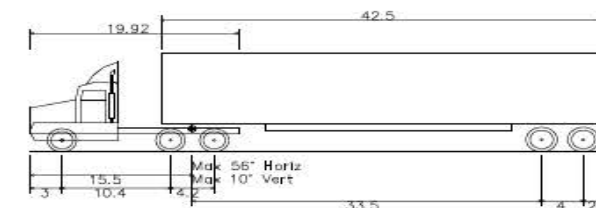


# VEHICLE TRACKING EXHIBIT (SEMI-TRAILER)



LOCATION MAP  
N.T.S.

LEGEND:	
	PROPOSED LANDSCAPE AREA
	TRAFFIC FLOW DIRECTION
	PROPOSED CONCRETE SIDEWALK
	PAVERS



Overall Length	55.000ft
Overall Width	8.500ft
Overall Body Height	12.052ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	17.90°

CONCEPTUAL  
ENGINEERING PLAN

153

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# Conceptual Cost Estimate

ADAM SWANEY, PE

# Conceptual Cost Estimates



Description	Estimated Cost
SITE PREPARATION	\$122,000
ROADWAY CONSTRUCTION	\$308,941
SIDEWALK & ROAD CONSTRUCTION	\$43,310
DRAINAGE CONSTRUCTION	\$81,625
ADDITIONAL ITEMS	\$275,000
MOBILIZATION & OTHER COSTS	\$556,687
<b>TOTAL:</b>	<b>\$1,387,563</b>





# Design Cost Estimate and Next Steps

ROBERTO TRAVIESO, DIRECTOR OF PUBLIC WORKS

# Design Cost Proposal



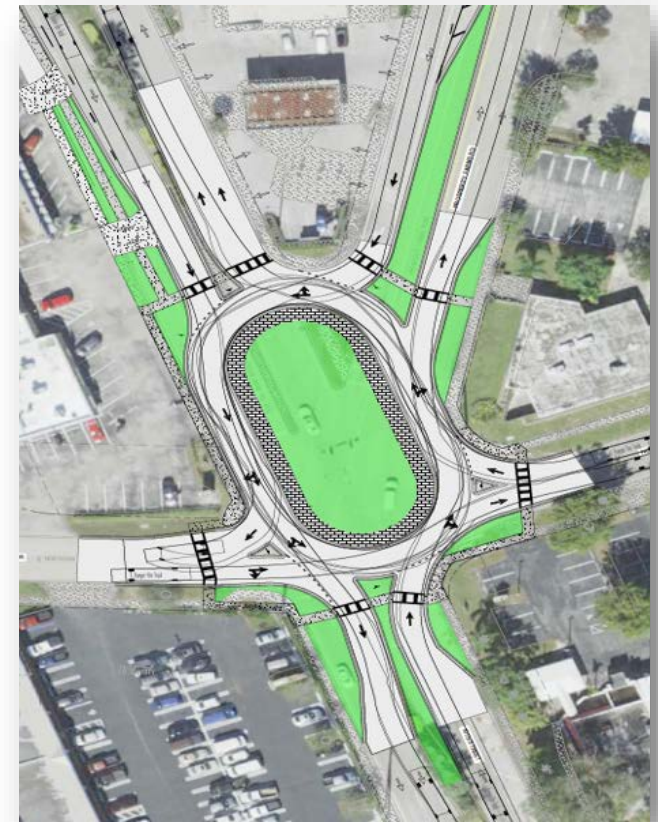
Description	Services Cost
TRAFFIC ANALYSIS UPDATE	\$11,775.00
CONSTRUCTION DOCUMENTS	\$61,500.00
PERMITTING	\$12,000.00
CONSTRUCTION PHASE SERVICES	\$18,000.00
GEOTECHNICAL & MAINTENANCE OF TRAFFIC	\$7,575.00
BID COORDINATION / PUBLIC MEETINGS	\$5,300.00
<b>TOTAL:</b>	<b>\$126,092.00</b>



# Implementation Timeline & Next Steps



- Perform traffic study to confirm Ovalabout service level supports projected increases to densities in the project area
- Develop Design Plans: **April 2023-June 2024**
- Continue to engage with Stakeholders regarding project design and implementation





## Questions & Comments



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:**      **January 4, 2023**

**Agenda Item No.**

**Agenda Title: November 14, 2022 Stakeholders' 10<sup>th</sup> Street Ovalabout Initiative Meeting.**

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

**Approved by Town Manager**

TOWN MANAGER

**Date:** 12-12-22

***Vivian Mendez, Town Clerk, MMC***

Name/Title

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

**Recommended Motion:** I move to approve the November 14, 2022 Stakeholders' 10<sup>th</sup> Street Ovalabout Initiative.



**Minutes  
Town of Lake Park, Florida  
Stakeholders' Meeting on the  
10<sup>th</sup> Street Ovalabout Initiative  
Monday November 14, 2022 6:00 P.M.  
Town Hall Commission Chamber,  
535 Park Avenue, Lake Park, Florida 33403**

The Stakeholder's Meeting on the 10<sup>th</sup> Street Ovalabout Initiative was conducted on Monday, November 14, 2022 at 6:00 P.M.

Public Works Director Roberto Travieso welcomed everyone and introduced the elected officials, members of staff, representatives with Palm Beach County and the Town's consultants working on this project. He and Mr. Adam Swaney representing Ingenuity Group presented to the audience (see Exhibit "A").

Town Manager John D'Agostino asked if the crosswalks would be lite. Mr. Swaney explained that the crosswalks could have the ability to be lite. Town Manager D'Agostino asked if the street would have lighting such as Lake Shore Drive. Mr. Swaney explained that they could work with Palm Beach County to meet their standards.

Commissioner Linden asked if bicycle lanes are included in the design. Mr. Swaney explained that there would not be enough right-of-way to include bicycle lanes. He explained that they might install a larger sidewalk to accommodate both. They have right-of-way limitations.

Commissioner Taylor asked how the pedestrians would be kept safe. Mr. Swaney explained that there would be signage and, as suggested, additional lighting and directional signs to bring attention to the intersection.

Patricia Leduc asked how trucks would be able to navigate the intersection. Mr. Swaney explained that only large trucks might have difficulty with the intersection. He stated that they would analyze further, how trucks could navigate the intersection.

Mayor O'Rourke asked if the area could be broaden to accommodate trucks. Mr. Swaney agreed that more right-of-way would accommodate more flexibility to the area to add more safety features.

A member of the audience commented and expressed concern regarding the hazards of the intersection and the proposal of reducing the street to one lane in each direction. Mr. Swaney explained the removals of the traffic light and a merge lane to move traffic.

A member of the audience asked how long before this project begins. Public Works Director Travieso stated that they would discuss that later in the session.

The meeting recessed into groups to discuss the plans and design elements.

The meeting reconvened and Capital Projects Manager John Wille recapped the purpose of this meeting. He stated that the next steps are to work with Palm Beach County to get on their 5-year work plan. He stated that the Town looks to do this in 2024, with the hope that the Town could begin this project in the next two to three years. He explained that the construction timeframe was less than one-year. It was not known how much of the project Palm Beach County would do.

Public Works Director Travieso explained that the traffic study would be updated due to the Town's growth since the first traffic study was done in 2020. The Town would look at the different funding options.

Town Manager D'Agostino thanked everyone for attending and providing their input. He discussed the Town would apply for green infrastructure funding.

### **ADJOURNMENT**

There being no further business, the meeting adjourned at 7:06 p.m.

---

Mayor Michael O'Rourke

---

Town Clerk, Vivian Mendez, MMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2022

# 1st Stakeholders Meeting on the 10<sup>th</sup> Street Ovalabout Initiative



Department of Public Works





# Project Team



- **John D'Agostino** – Town Manager
- **Roberto Travieso** – Public Works Director
- **Nadia DiTommaso**– Community Development Director
- **Adam Swaney, P.E.** – Civil Engineer
- **John Wille** – Capital Projects Manager



# Meeting Agenda



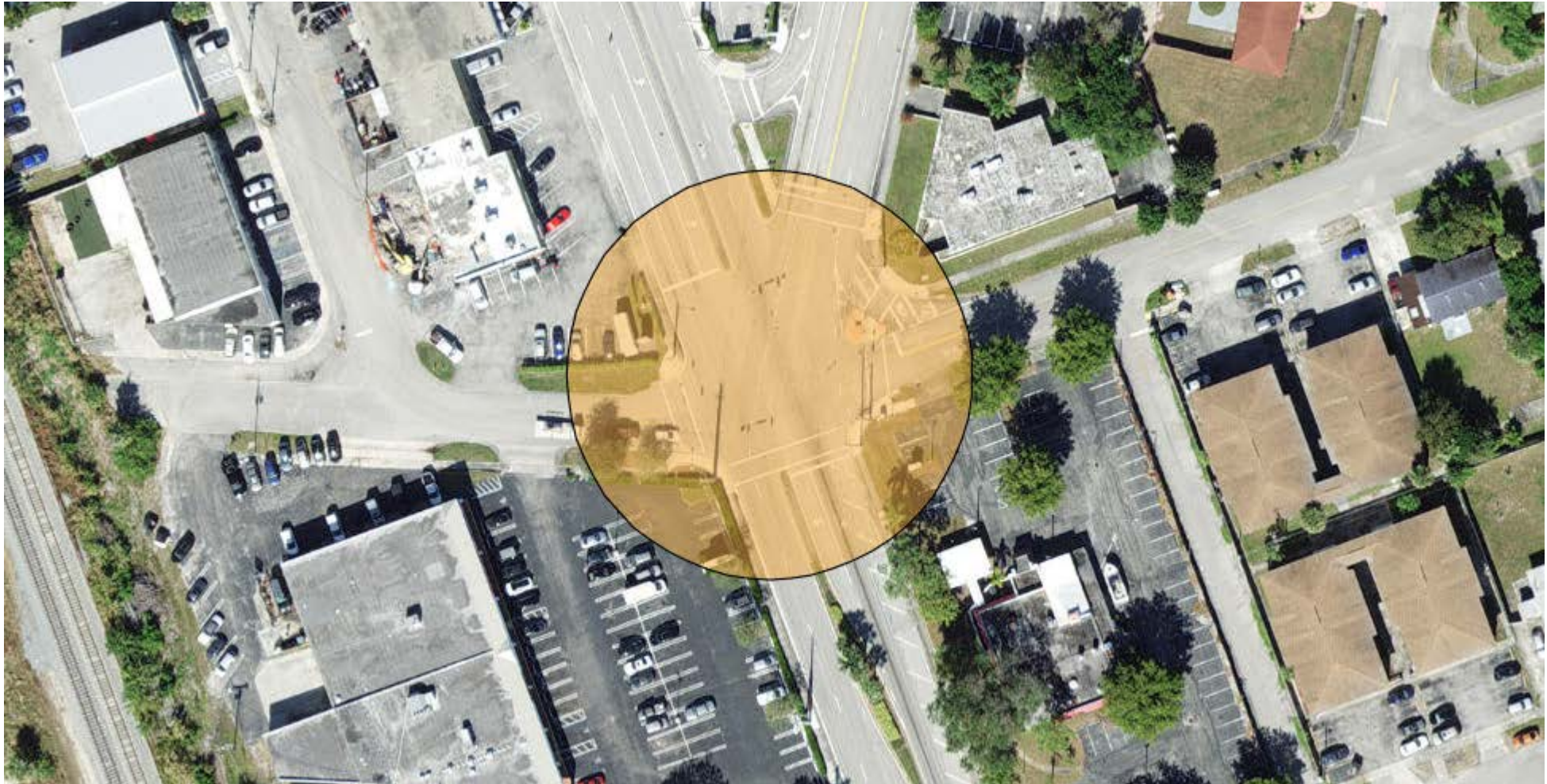
1. Introductions
2. Project Background
3. What is an Ovalabout?
4. Is this improvement needed?
5. Conceptual Design
6. Construction Cost Estimate
7. Table Discussions & Activity
8. Implementation Timeline and Next Steps
9. Q&A
10. Closing Comments



# Project Background

ROBERTO TRAVIESO, DIRECTOR OF PUBLIC WORKS

# Project Area



# Project Background



- History of frequent and severe traffic accidents in project area
- Conducted Traffic Study in **2020** (O'Rourke Engineering & Planning)
  - Report available on Town's website
- Developed three (3) options:
  - Implement signalization improvements
  - Construct round-about (rotary) traffic element
  - Construct oval-about traffic element

# Project Background



- Conducted traffic Study in 2020
- Engaged with Palm Beach County
- Engaged with Engenuity Group to perform Feasibility Study and develop opinion of costs







# What is an Ovalabout?

- A type of oval-shaped intersection or junction in which road traffic is permitted to flow in one direction (counterclockwise) around a oval-shaped island
- Widely consider a mobility and traffic safety-enhancement
- Traffic Calming benefits





# How Would an Ovalabout Help?

- Increased level of service
- Increased traffic safety, reduced travel speeds,
- Increased mobility (I.e. protected crosswalks,
- Landscape enhancements (plantings, art pedestal, etc.)



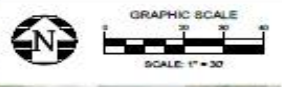


# Conceptual Plans

ADAM SWANEY, PE



# CONCEPTUAL SITE PLAN



- ENGINEERING LEGEND:**
- PROPOSED ASPHALT PAVEMENT
  - PROPOSED CONCRETE SIDEWALK
  - PROPOSED LANDSCAPE AREA
  - PROPOSED PAVERS
  - TRAFFIC FLOW DIRECTION
  - CATCH BASIN / YARD DRAIN
  - FINISHED GRADE ELEVATION
  - DRAINAGE FLOW DIRECTION

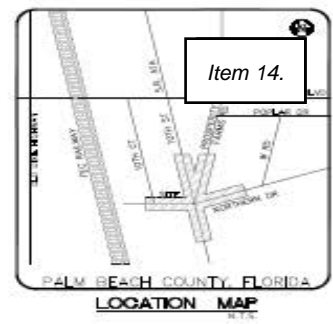
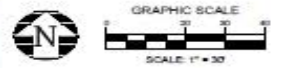
- GENERAL NOTES:**
- ELEVATIONS SHOWN HEREIN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE REFERENCED TO ORIGINARY TYPICAL ELEVATION 8.75' (NAVD 88).
  - TOPOGRAPHIC SURVEY PERFORMED BY ENGINEERING GROUP INC. IN NOVEMBER 2020.
  - ALL REMOVED CURBS & EXISTING MATERIAL TO BE REMOVED FROM THE SITE AND LEGALLY REPOSED OFF.
  - ALL ORIGINALS SHALL MEET AIAA NO. CROSS-SLOPE SHALL EXCEED 2%.
  - IF PROPOSED WORK INVOLVES PALM BEACH COUNTY ROADWAY, SIDEWALK AND/OR DRAINAGE SYSTEMS, THEN THEY WILL BE COORDINATED, REVIEWED OR RELATED TO ITS OWNERS OR DESIGNER AT NO COST TO THE PALM BEACH COUNTY.
  - PAVEMENT MATERIALS AND FINISHES IN PALM BEACH COUNTY MUST BE IN ACCORDANCE WITH THE MANUAL OF STANDARD PRACTICE CONTROL SPECIFICATIONS FOR STREET AND DRIVEWAYS AND PALM BEACH COUNTY TYPICAL 1-1-21.
  - CONTRACTOR SHALL CONTACT THE PALM BEACH COUNTY AT 361-333-3333 (P333) (P333) PRIOR TO CONSTRUCTION IF WORK IS DONE WITHIN 10 FEET OF ANY ROAD RIGHT-OF-WAY.
  - ANY DAMAGE TO EXISTING UTILITIES CAUSED BY THE CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY.

- LEGEND: (ABBREVIATIONS)**
- CB CATCH BASIN
  - E EAST
  - EL ELEVATION
  - EXIST EXISTING
  - FT FEET OR FOOT
  - HDPE HIGH DENSITY POLYETHYLENE PIPE
  - INV INVERT
  - L LEFT
  - LF LINEAR FEET
  - N NORTH
  - NTS NOT TO SCALE
  - ORB OFFICIAL RECORD BOOK
  - OS OFFSET
  - R RADIUS OR RIGHT
  - RM RM ELEVATION
  - PVC POLYVINYL CHLORIDE PIPE
  - RCP REINFORCED CONCRETE PIPE
  - RAW RIGHT-OF-WAY
  - S SOUTH
  - SVC SERVICE
  - TYP TYPICAL
  - W WEST
  - ME MATCH EXISTING GRADE

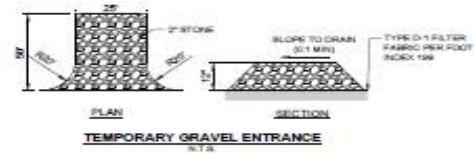
**CONCEPTUAL  
DESIGN PHASE**



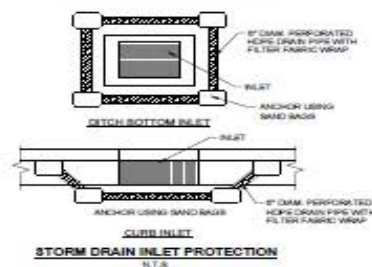
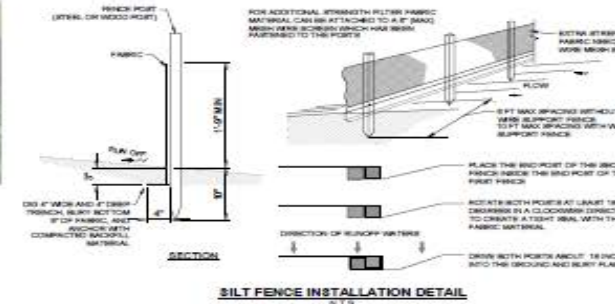
# CONCEPTUAL DEMOLITION PLAN



LEGEND	
	DEMOLITION



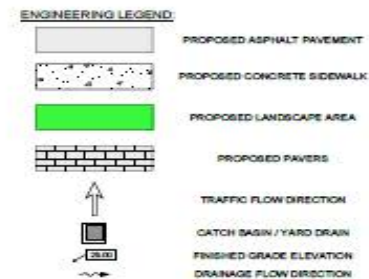
- SILT FENCE NOTES:**
1. THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).
  2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.
  3. POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 CM) WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE. POST SPACING SHALL NOT EXCEED 8 FEET (2.5 M).
  4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND UP SLOPE FROM THE BARRIER.
  5. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UP SLOPE SIDE OF THE TRENCH USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG. THE WIRE SHALL NOT EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
  6. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WARED TO THE FENCE, AND 8 INCHES (20 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
  7. FILTER CLOTH TO BE FASTENED SECURELY TO POSTS WITH TIES SPACED EVERY 24 INCHES AT TOP AND MID SECTION. WHEN TWO SECTIONS OF FILTER CLOTH MEET, THEY SHALL BE OVERLAPPED BY 8 INCHES AND FOLDED.
  8. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGING" DEVELOPS IN THE SILT FENCE OR DEPTH OF ACCUMULATED SEDIMENT REACHES 8 INCHES.
  9. SILT FENCE SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION AND SHALL NOT BE REMOVED UNTIL CONSTRUCTION IS COMPLETE.
  10. THE CONTRACTOR SHALL INSPECT AND REPAIR THE SILT FENCE AFTER EACH RAIN EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
  11. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFFSITE AND CAN BE PERMANENTLY STABILIZED.
  12. THE SILT FENCE SHALL BE PLACED ON SLOPE CONTIGUOUS TO MAXIMIZE ITS DRAINAGE EFFICIENCY.
  13. IF DITCH LEVEL IS DEEPER THAN 30", THEN A FLOTTING SILT SCREEN SHALL BE USED.
  14. THE TRENCH SHALL BE BACKFILLED AND THE SEAL COMPACTED OVER THE FILTER FABRIC.
  15. ALL PROJECTS REQUIRE SUBMITTAL OF POLLUTION PREVENTION PLAN.
  16. ALL PROJECTS 1 AC. OR MORE MUST SUBMIT NOTICE OF INTENT (NOI) TO FDEP.



CONCEPTUAL  
DESIGN PHASE



# CONCEPTUAL PAVING, GRADING AND DRAINAGE PLAN



## GENERAL NOTES:

1. ELEVATIONS SHOWN HEREIN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE REFERENCED TO SEASIDE: 74' 00\"/>

## LEGEND: (ABBREVIATIONS)

CB	CATCH BASIN
E	EAST
EL	ELEVATION
EXIST	EXISTING
FT	FEET OR FOOT
HDPE	HIGH DENSITY POLYETHYLENE PIPE
INV	INVERT
L	LEFT
LF	LINEAR FEET
N	NORTH
NTS	NOT TO SCALE
ORB	OFFICIAL RECORD BOOK
OS	OFFSET
R	RADIUS OR RIGHT
R/E	RIM ELEVATION
PVC	POLY(VINYL CHLORIDE) PIPE
RCP	REINFORCED CONCRETE PIPE
RAW	RIGHT-OF-WAY
S	SOUTH
SVC	SERVICE
TYP	TYPICAL
W	WEST
ME	MATCH EXISTING GRADE

CONCEPTUAL  
DESIGN PHASE

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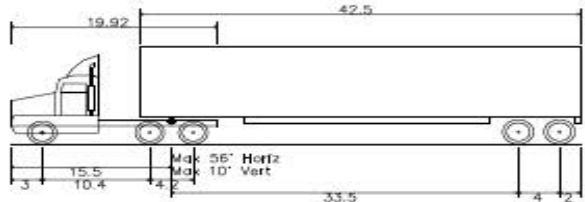
DESIGN PHASE, CONCEPTUAL



# VEHICLE TRACKING EXHIBIT



LEGEND	
	PROPOSED LANDSCAPE AREA
	TRAFFIC FLOW DIRECTION
	PROPOSED CONCRETE SIDEWALK
	PAVERS



WB-50 - Intermediate Semi-Trailer  
 Overall Length 55.000ft  
 Overall Width 8.500ft  
 Overall Body Height 12.052ft  
 Min Body Ground Clearance 1.334ft  
 Max Track Width 8.500ft  
 Lock-to-lock time 6.00s  
 Max Steering Angle (Virtual) 17.90°

CONCEPTUAL  
ENGINEERING PLAN



# Conceptual Cost Estimate

ADAM SWANEY, PE



# Conceptual Cost Estimates

Description	Estimated Cost
SITE PREPARATION	\$122,000.00
ROADWAY CONSTRUCTION	\$308,941.95
SIDEWALK & ROAD CONSTRUCTION	\$43,310.55
DRAINAGE CONSTRUCTION	\$81,625.00
ADDITIONAL ITEMS	\$275,000.00
MOBILIZATION & OTHER COSTS	\$556,687.93
<b>TOTAL:</b>	<b>\$1,387,565.43</b>



# Table Discussion

**DURATION:** UP TO 30 MINUTES





# Implementation Timeline & Next Steps

JOHN WILLE, CAPITAL PROJECTS MANAGER

# Implementation Timeline & Next Steps



## Town Staff will:

- Prepare and submit Conceptual Plans for submittal to the County's Five-Year Work Plan (beginning with FY-24)
- Continue to collaborate with PBC to prioritize and fund design and implementation of project in the next five years (FY's 2024-2029)
- Continue to provide input to PBC regarding project design and implementation timeline
- Continue to engage with Stakeholders regarding project design and implementation timeline





## Questions & Closing Comments



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



## RESOLUTION 32-05-22

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA SUPPORTING THE FINDINGS AND RECOMMENDATIONS ASSOCIATED WITH THE 10th STREET OVAL-A-ABOUT FEASIBILITY STUDY (THE STUDY) AND AUTHORIZING TRANSMITTAL TO PALM BEACH COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town is empowered to enter into contractual arrangements with other public agencies, private corporations or persons; and

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

**WHEREAS**, the Town has previously determined the need to implement traffic safety and mobility enhancements at the intersection of Tenth Street with Prosperity Farms Road, Northern Drive, and 10th Court by constructing an oval-a-about rotary (the Project); and

**WHEREAS**, Palm Beach County (the County) has previously expressed a desire to collaborate with the Town to design and construct the Project by adding it to the County’s Five-Year Work Plan; and

**WHEREAS**, at the request of the County, the Town has completed a feasibility study and estimated the construction costs for the Project, the results of which have been presented to the Town Commission; and

**WHEREAS**, the Town Commission approves of the findings and recommendation with respect to the Project and directs to transmit it to the County for inclusion in the County’s Five-Year Work Plan; and

**WHEREAS**, the Town Manager has recommended that it is in the best interest of the Town to accept the findings and recommendations pertaining to the Project and to transmit them to the County for inclusion in the County’s Five-Year Work Plan.

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

**Section 1.** The whereas clauses are hereby incorporated herein.

**Section 2.** The Town Manager is hereby authorized and directed to transmit the findings and recommendations pertaining to the oval-a-bout feasibility study, a copy of which is attached hereto and incorporated herein as Exhibit “A” to Palm Beach County for inclusion in the County’s Five-Year Work Plan.

**Section 3.** This Resolution shall take effect immediately upon its execution.

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

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

The Town Commission thereupon declared the foregoing Resolution No. 32-05-22 duly passed and adopted this 18 day of May, 2022.

TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY



# CONCEPTUAL CIVIL ENGINEERING PLANS FOR OVAL-A-BOUT INTERSECTION IMPROVEMENTS 10TH STREET & PROSPERITY LAKE PARK, FL MARCH 2022

PREPARED FOR:  
TOWN OF LAKE PARK

**SHEET INDEX**

SHEET NO.	SHEET TITLE
C-0	COVER
C-1	CONCEPTUAL ENGINEERING PLAN
C-2	DEMOLITION PLAN
C-3	PAVING, GRADING AND DRAINAGE PLAN
C-4	PAVING, GRADING AND DRAINAGE DETAILS
C-5	PAVEMENT MARKINGS AND SIGNAGE DETAILS
TOTAL NO. OF SHEETS = 5	



CONCEPTUAL  
DESIGN PHASE



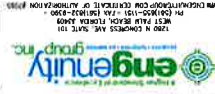
ADAM SWANEY, P.E. PROFESSIONAL ENGINEER LICENSE NO. 77205  
STATE OF FLORIDA  
DESIGNED BY ADAM SWANEY, P.E. LICENSE NO. 77205  
DRAWN BY ADAM SWANEY, P.E. LICENSE NO. 77205  
CHECKED BY ADAM SWANEY, P.E. LICENSE NO. 77205  
DATE: 03/01/2022

187

NO.	DATE	REVISIONS
1	03/01/2022	ISSUED FOR PERMIT

PROJECT: OVAL-A-BOUT INTERSECTION IMPROVEMENTS 10TH STREET & PROSPERITY LAKE PARK, FL	CLIENT: TOWN OF LAKE PARK 10TH STREET & PROSPERITY LAKE PARK, FL
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COVER LAKE PARK, FL 10TH STREET & PROSPERITY OVAL-A-BOUT INTERSECTION IMPROVEMENTS
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DATE: 03/01/2022	BY: ADAM SWANEY
CHECKED BY: ADAM SWANEY	SCALE: AS SHOWN
PROJECT: OVAL-A-BOUT INTERSECTION IMPROVEMENTS 10TH STREET & PROSPERITY LAKE PARK, FL	CLIENT: TOWN OF LAKE PARK 10TH STREET & PROSPERITY LAKE PARK, FL

Item 14.



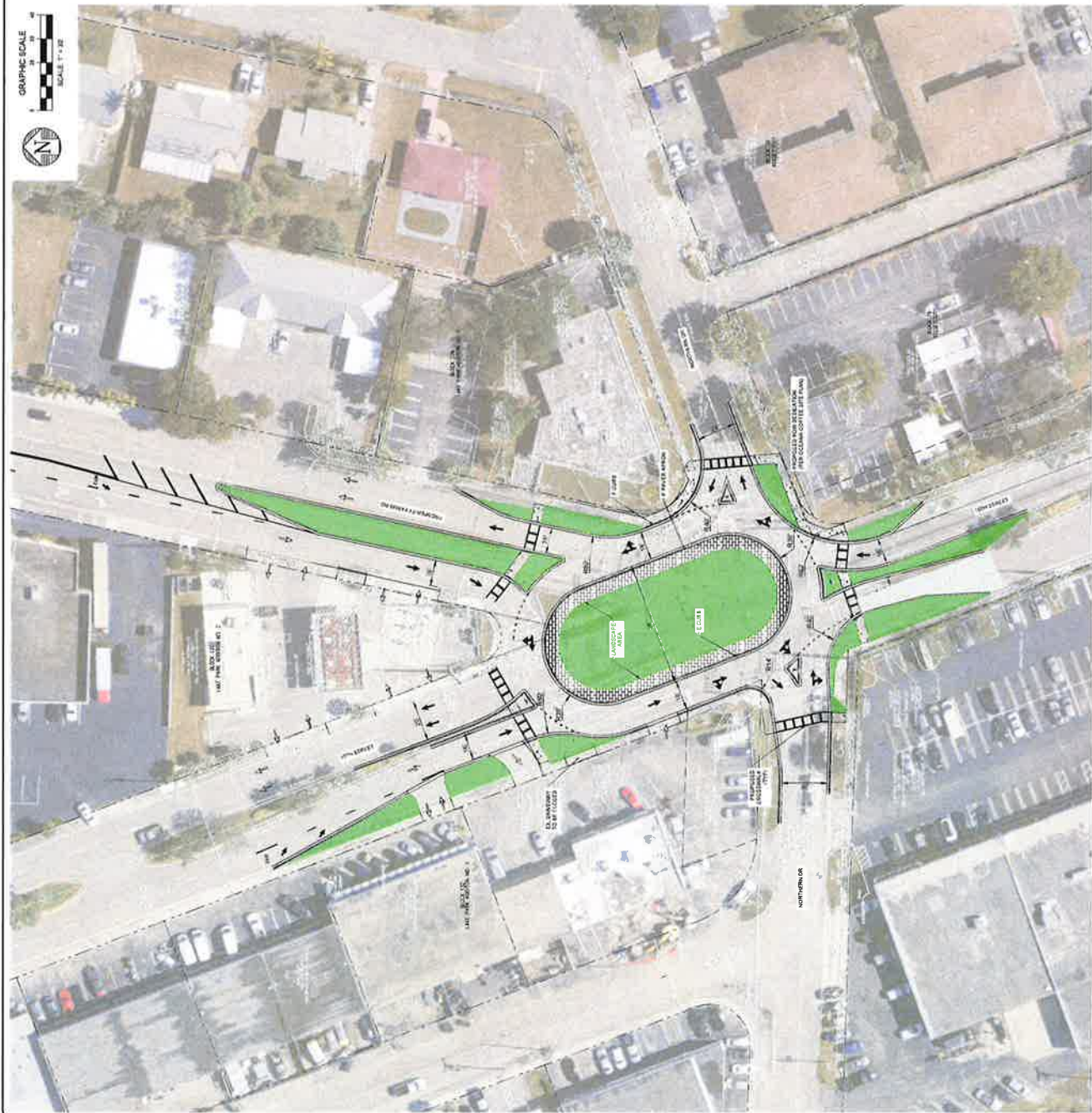
NO.	DATE	REVISIONS
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CONCEPTUAL SITE PLAN  
LAKE PARK, FL  
10TH STREET & PROSPERITY

CONCEPTUAL SITE PLAN  
LAKE PARK, FL  
10TH STREET & PROSPERITY

engenuity  
A Division of the City of Lake Park, FL  
10TH STREET & PROSPERITY

NO.	DATE	REVISIONS
01		
02		
03		
04		
05		
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10		



LOCATION MAP

- ENGINEERING LEGEND:**
- PROPOSED ASPHALT PAVEMENT
  - PROPOSED CONCRETE SIDEWALK
  - PROPOSED LANDSCAPE AREA
  - PROPOSED PAVEMENT
  - TRAFFIC FLOW DIRECTION
  - CATCH BASIN / HAND DRAIN
  - FINISHED GRADE ELEVATION
  - DRAINAGE FLOW DIRECTION

**GENERAL NOTES:**

- ALL ELEVATIONS ARE BASED ON THE 1988 ADJUSTED MEAN SEA LEVEL OF 1988 (NAVD 83) AND ARE REFERENCED TO BENCHMARK 'Y' (202' ELEVATION) (NAVD 83).
- TOPOGRAPHIC SURVEY PERFORMED BY ENGENTY GROUP INC. IN NOVEMBER 2020.
- ALL EXISTING CURBS & DRAINAGE MATERIAL TO BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF.
- IF PROPOSED WORK DAMAGE PALM BEACH COUNTY ROADWAY, SIDEWALK AND/OR DRAINAGE SYSTEMS, THEY MUST BE REPAIRED OR REPLACED TO ITS ORIGINAL OR BETTER CONDITION AT NO COST TO THE PALM BEACH COUNTY.
- PAVEMENT MARKINGS AND SIGNAGE IN PALM BEACH COUNTY RIGHT OF WAY, SHALL BE IN ACCORDANCE WITH THE MANUAL OF PRACTICE FOR THE DESIGN AND CONSTRUCTION OF HIGHWAY AND STREET LIGHTING (MUTCD) (11th Edition).
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PALM BEACH COUNTY STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS (2019 EDITION).
- ANY DAMAGE TO EXISTING EQUIPMENT CAUSED BY THE CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY.

**LEGEND (ABBREVIATIONS)**

- CB CATCH BASIN
- EL ELEVATION
- EL EXISTING
- FT FEET OR FOOT
- HCME HIGH DENSITY POLYETHYLENE PIPE
- INV INVERT
- L LEFT
- LF LUGAR FREET
- N NORTH
- NT NOT TO SCALE
- OS OFFSET
- OS OFFSET
- R RADIUS OR RIGHT
- RM RIM ELEVATION
- PVC POLYVINYL CHLORIDE PIPE
- RCP REINFORCED CONCRETE PIPE
- RM RIGHT-OF-WAY
- S SOUTH
- SVC SERVICE
- TOP TOP
- W WEST
- ME MATCH EXISTING GRADE

**CONCEPTUAL DESIGN PHASE**



Know what's below.  
Call before you dig.

ADAM JANNEY, P.E., PROFESSIONAL ENGINEER LICENSE NO. 2225  
THIS DESIGN WAS PREPARED BY ENGENTY GROUP INC. FOR THE CITY OF LAKE PARK, FL. THE DESIGN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REPRESENT A FINAL DESIGN. THE DESIGN IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN APPROVAL OF ENGENTY GROUP INC.



DATE	04/18/2023
PROJECT	10TH STREET & PROSPERITY
CLIENT	LAKE PARK, FL
DESIGNER	engenuity inc.
SCALE	AS SHOWN
PROJECT NO.	2023-001
DATE	04/18/2023
PROJECT	10TH STREET & PROSPERITY
CLIENT	LAKE PARK, FL
DESIGNER	engenuity inc.
SCALE	AS SHOWN
PROJECT NO.	2023-001

CONCEPTUAL DEMOLITION PLAN  
LAKE PARK, FL  
10TH STREET & PROSPERITY

CONCEPTUAL DEMOLITION PLAN  
LAKE PARK, FL  
10TH STREET & PROSPERITY

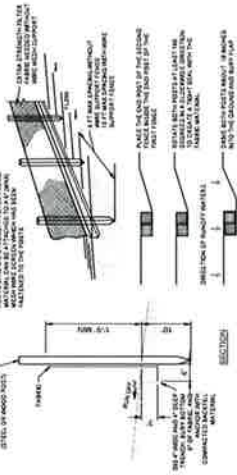
CONCEPTUAL DEMOLITION PLAN  
LAKE PARK, FL  
10TH STREET & PROSPERITY

NO. DATE	10/18/2023
REVISIONS	
BY	

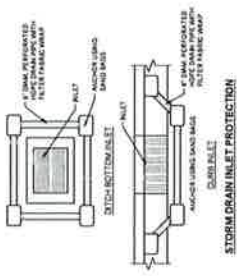
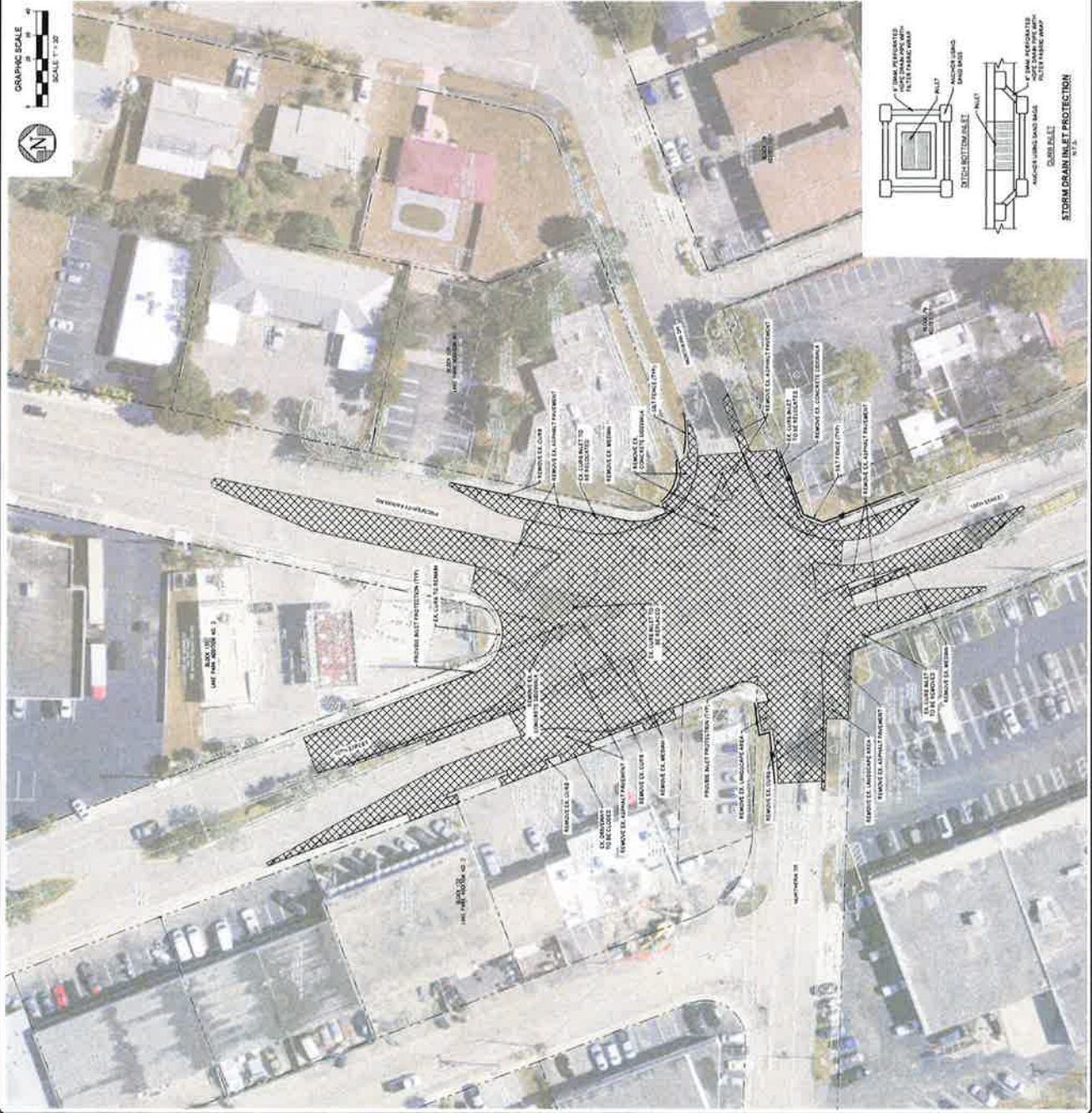
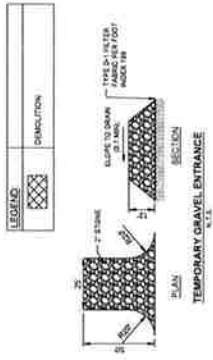
Know what's below.  
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CONCEPTUAL  
DESIGN PHASE

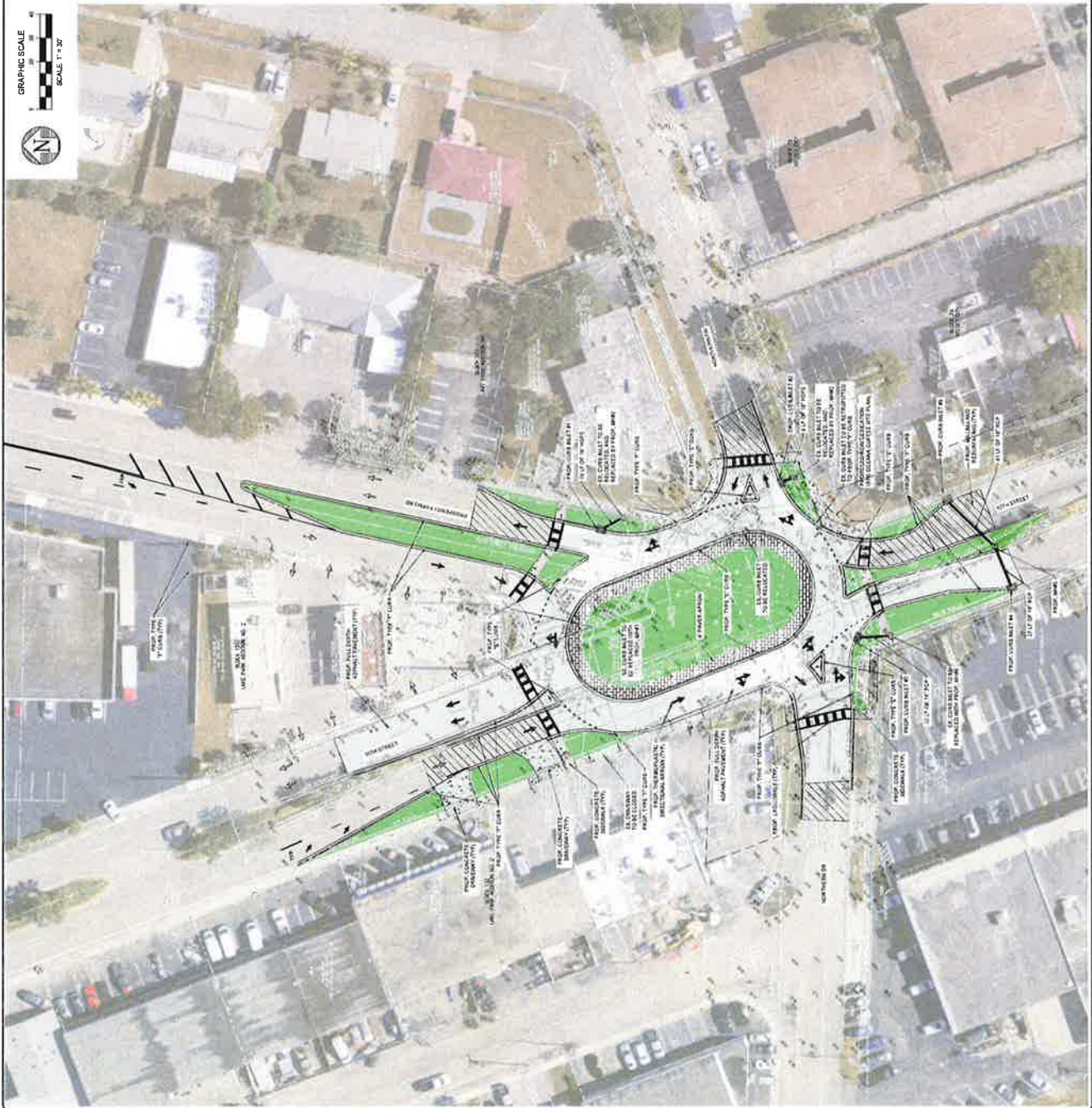
SILT FENCE INSTALLATION DETAIL



- SILT FENCE NOTES:**
1. THE SILT FENCE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING:
  2. THE SILT FENCE SHALL BE INSTALLED IN A CONTINUOUS ROW, OUT TO THE LENGTH OF THE BARRELS TO AVOID THE USE OF THE SILT FENCE.
  3. THE SILT FENCE SHALL BE INSTALLED IN A CONTINUOUS ROW, OUT TO THE LENGTH OF THE BARRELS TO AVOID THE USE OF THE SILT FENCE.
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  19. THE SILT FENCE SHALL BE INSTALLED IN A CONTINUOUS ROW, OUT TO THE LENGTH OF THE BARRELS TO AVOID THE USE OF THE SILT FENCE.
  20. THE SILT FENCE SHALL BE INSTALLED IN A CONTINUOUS ROW, OUT TO THE LENGTH OF THE BARRELS TO AVOID THE USE OF THE SILT FENCE.







CONCEPTUAL  
DESIGN PHASE

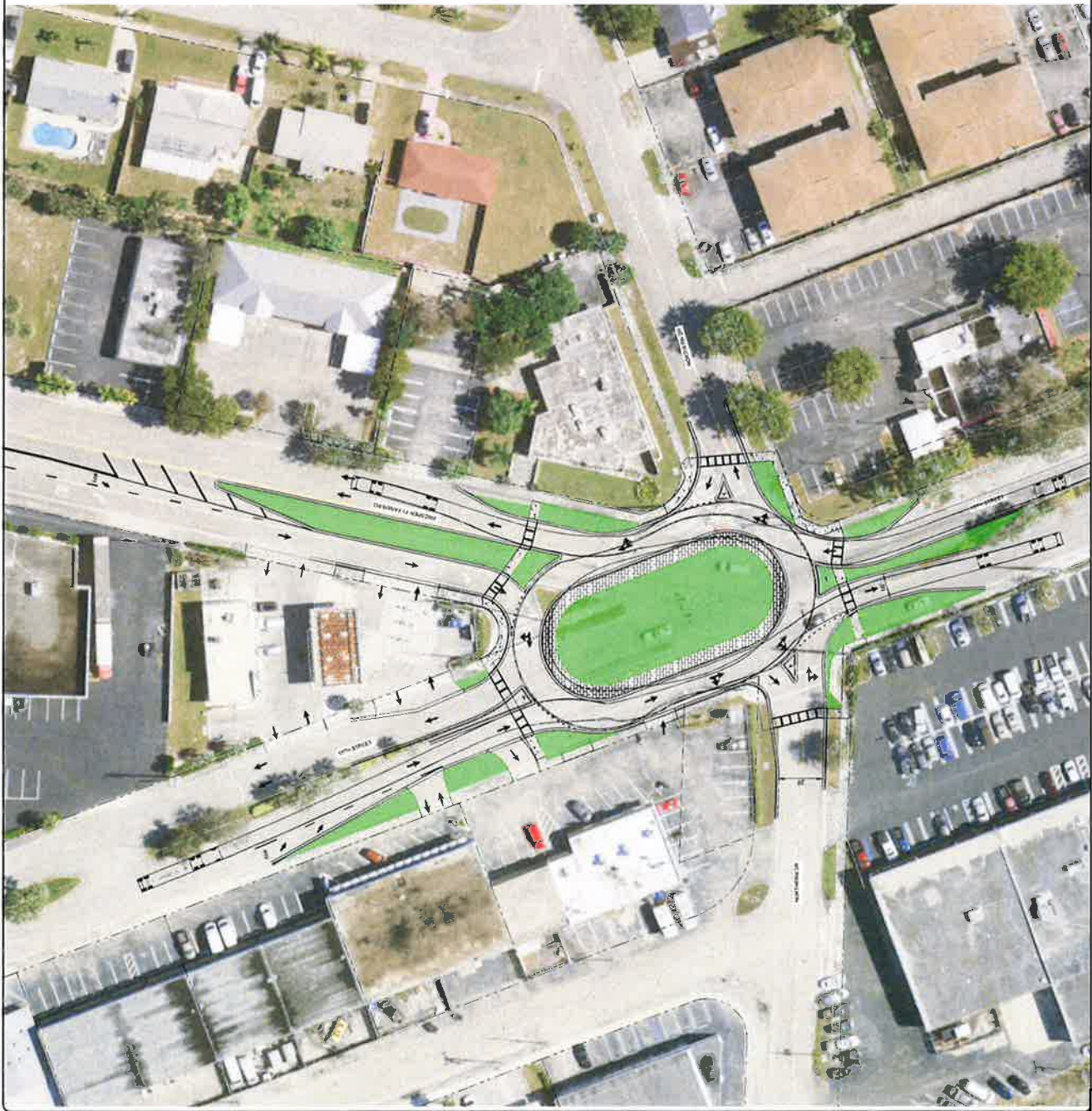
THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND  
SEALED BY ADAM SWANEY F.E. USING A SHA-1 AUTHENTICATION CODE.  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND  
SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY  
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DESIGN PHASE: CONCEPTUAL





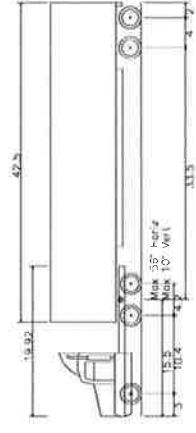




GRAPHIC SCALE  
1" = 20'



LEGEND	PROPOSED LANDSCAPE AREA	TRAFFIC FLOW DIRECTION	PROPOSED CONCRETE SIDEWALK	PAVING
[Green Box]		[Arrow]	[Pattern]	[Pattern]



WB-50 Intermediate Semi-Trailer  
Overall Length 55.000ft  
Overall Width 8.500ft  
Overall Body Height 12.052ft  
Min Body Ground Clearance 1.334ft  
Max Body Width 8.500ft  
Lock-to-lock time 6.00s  
Max Steering Angle (Virtual) 17.90°

CONCEPTUAL  
ENGINEERING PLAN



Know what's below.  
Call before you dig.

ANY ENTITY, AS PROFESSIONAL ENGINEER, SHALL  
THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED  
FOR THE PROJECT AND THE PROJECT'S DESIGN AND  
CONSTRUCTION. THE ENGINEER'S REVIEW IS LIMITED  
TO THE INFORMATION PROVIDED AND DOES NOT  
GUARANTEE THE ACCURACY OF THE INFORMATION  
PROVIDED OR THE RESULTS OF THE PROJECT.

ENGINEERING PLAN, CONCEPTUAL

NO.	DATE	REVISIONS
1	08/26/2022	REVISED

PROJECT NO. 2022-01	CLIENT NAME: PCL
PROJECT NAME: 10TH STREET & PROSPERITY LAKE PARK, FL	PROJECT LOCATION: PALM BEACH COUNTY, FL

VEHICLE TRACKING EXHIBIT  
LAKE PARK, FL  
10TH STREET & PROSPERITY  
OVAL-A-BOUT CONCEPT



DATE: 08/26/2022	BY: [Signature]
CHECKED: [Signature]	APPROVED: [Signature]
DESIGNED: [Signature]	PROJECT MANAGER: [Signature]
PROJECT NO. 2022-01	CLIENT NAME: PCL

Item 14.





## ENGINEER'S CONCEPTUAL COST ESTIMATE OVAL-A-BOUT INTERSECTION IMPROVEMENTS

Engenuity Project No. 18187.46

	Description	Unit	Quantity	Unit Cost*	Total
	<b>SITE PREPERATION</b>				
1	NPDES Erosion Control	LS	1	\$6,000.00	\$6,000.00
2	Clearing & Grubbing	LS	1	\$6,000.00	\$6,000.00
3	Earthwork (Excavation, Fill, Embankment)	LS	1	\$20,000.00	\$20,000.00
4	Demolition	LS	1	\$90,000.00	\$90,000.00
	<b>ROADWAY CONSTRUCTION</b>				
5	12" Stabilized Subgrade	SY	2,245	\$7.50	\$16,837.50
6	Optional Base Group 13	SY	2,245	\$26.00	\$58,370.00
7	1" FC over 1-1/2" SP Asphalt (w/ tack and prime coat)	SY	2,245	\$25.00	\$56,125.00
8	Mill/resurface asphalt (1" FC Average Depth)	SY	520	\$20.00	\$10,400.00
9	Pavers (including base and subgrade)	SY	336	\$110.00	\$36,947.78
10	Type E Curb	LF	663	\$30.00	\$19,890.00
10	Type F Curb	LF	1,765	\$30.00	\$52,950.00
11	Header Curb	LF	352	\$30.00	\$10,560.00
12	Sodding	SY	1,791	\$15.00	\$26,861.67
13	Striping and Signage	LS	1	\$10,000.00	\$10,000.00
14	Adjust manholes and valves to grade	LS	1	\$10,000.00	\$10,000.00
	<b>SIDEWALK &amp; ROW CONSTRUCTION</b>				
15	Concrete Sidewalk (4in)	SY	223	\$65.00	\$14,466.11
16	Concrete Driveway/Sidewalk (6in)	SY	111	\$80.00	\$8,844.44
17	ADA Ramp	EA	10	\$2,000.00	\$20,000.00
	<b>DRAINAGE CONSTRUCTION</b>				
18	Drainage Inlet	EA	5	\$7,000.00	\$35,000.00
19	Drainage Manhole	EA	5	\$7,000.00	\$35,000.00
20	18" RCP Drainage	LF	115	\$75.00	\$8,625.00
21	Connect to Existing	EA	4	\$750.00	\$3,000.00
	<b>ADDITIONAL ITEMS</b>				
	Lighting (BY OTHERS)	LS	1	\$100,000.00	\$100,000.00
	Landscape and Irrigation (BY OTHERS)	LS	1	\$100,000.00	\$100,000.00
	Overhead Signal Removal (BY OTHERS)	LS	1	\$75,000.00	\$75,000.00
	<b>SUBTOTAL</b>				<b>\$830,877.50</b>
22	Mobilization/Demobilization and General Conditions (10%)	LS	1	\$83,087.75	\$83,087.75
23	Engineering, Legal, Admin (20%)	LS	1	\$166,175.50	\$166,175.50
24	Maintenance of Traffic (12%)	LS	1	\$99,705.30	\$99,705.30
25	Contingency (25%)	LS	1	\$207,719.38	\$207,719.38
	<b>TOTAL</b>				<b>\$1,387,565.43</b>

NOTE: THIS ENGINEERS' OPINION OF COST IS FOR PRELIMINARY FEASIBILITY AND BUDGET PURPOSES ONLY. IT IS NOT BASED ON A COMPLETED SET OF APPROVED PLANS.

Adam Swaney, P.E.  
FL License #72235

March 29, 2022

C. ANDRE RAYMAK

Item 14.

KEITH B. JACKSON, P.E.

LISA A. TROPEPE, P.E.

ADAM SWANEY, P.E., LEED AP

JENNIFER MALIN, P.S.M.

Nadia Di Tommaso,  
Community Development Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

**Re: 10<sup>th</sup> Street Oval About Planning and Zoning comments**

Dear Ms. DiTommaso:

Please see below our response to the P&Z comments received on 2/3/22. Thank you.

---

**Planning and Zoning Comments:**  
**General Comments**

1. Staff has concern with the one-lane configuration. How is this intended to function? We feel the wide single lane design could lead to situations where people bypass though technically shouldn't do so. Have you explored the feasibility of a two-lane design to remain consistent with the current configuration of the major intersecting roads? We would like to understand the pros and cons.

**Engenuity Response: The one lane configuration was selected in order to provide a safe roundabout that would limit potential conflicts, and be able to fit within the restricted existing right of way. This was also a configuration that was analyzed during the traffic study phase of this project and was shown to work with the anticipated traffic.**

2. We feel the pavers in the outside edge of the oval about pose a maintenance and use programming issue. We anticipate cars may drive over these features and pedestrians may attempt to use this area as a sidewalk. We believe this area should be materialled in such a way that its intended function cannot be confused. We feel a type D curb may be more appropriate.

**Engenuity Response: The paver area is a typical design element for roundabouts, that allows for large trucks to drive over this area with a mountable curb, for situations in which a truck larger than a WB-40 enters the roundabout. The material can be changed to stamped concrete or other option that the county and Lake Park will accept.**

3. Landscaping islands in the northwest section appear too close to some of the existing parking areas. Have these landscape areas been analyzed in connection to their impacts on the existing parking.

**Engenuity Response: The landscape areas near existing parking are placed in areas that are currently roadway, so the impact to the existing parking would be minimal. The parking in this area currently does not meet code for driveway width. With the addition of landscape in this area and the proposed roadway narrowing, there may be potential to provide a more code compliant parking lot on the private property.**

4. Is there a possibility of testing the oval-about concept on a limited-time basis? We feel this may be useful in helping us understand potential end-user behaviors that might not have been anticipated.



**Engenuity Response:** It likely would not be able to be tested out in a temporary fashion at the actual location due to the conflicting design elements of the roundabout compared to the existing intersection. However, the design could be laid out to scale at another location such as a large open parking lot, with cones or paint, in order to drive through the roundabout with different vehicles to test maneuverability.

5. When is it anticipated that property owners will be engaged on the question of ROW acquisition? We believe they should be involved in the process, if they are not already.

**Engenuity Response:** We would recommend engaging the property owners early in the process.

6. Because the intersections are so close together, the northbound lane may create some traffic conflicts. Particularly at the gas station, we feel there could be conflicts between those exiting the oval and those entering or exiting the gas station. We believe the striping should direct drivers exiting the oval away from this access point with a dedicated outside lane.

**Engenuity Response:** the design in this area has been revised to allow for two lanes of traffic in this area, which will keep the existing gas station exit as is.



Adam Swaney, P.E.

March 29, 2022

Nadia Di Tommaso,  
Community Development Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

**Re: 10<sup>th</sup> Street Oval About Planning and Zoning comments**

Dear Ms. DiTommaso:

Please see below our response to the P&Z comments received on 2/3/22. Thank you.

---

**Planning and Zoning Comments:**

**General Comments**

1. Staff has concern with the one-lane configuration. How is this intended to function? We feel the wide single lane design could lead to situations where people bypass though technically shouldn't do so. Have you explored the feasibility of a two-lane design to remain consistent with the current configuration of the major intersecting roads? We would like to understand the pros and cons.

**Engenuity Response:** The one lane configuration was selected in order to provide a safe roundabout that would limit potential conflicts, and be able to fit within the restricted existing right of way. This was also a configuration that was analyzed during the traffic study phase of this project and was shown to work with the anticipated traffic.

Thank you for your response. Please simply ensure that this project can sustain the traffic volumes brought on by the additional growth and redevelopment of the 10<sup>th</sup> Street and Park Avenue corridors.

2. We feel the pavers in the outside edge of the oval about pose a maintenance and use programming issue. We anticipate cars may drive over these features and pedestrians may attempt to use this area as a sidewalk. We believe this area should be materialled in such a way that its intended function cannot be confused. We feel a type D curb may be more appropriate.

**Engenuity Response:** The paver area is a typical design element for roundabouts, that allows for large trucks to drive over this area with a mountable curb, for situations in which a truck larger than a WB-40 enters the roundabout. The material can be changed to stamped concrete or other option that the county and Lake Park will accept.

Staff notes your response. Staff still has concerns with the material selection as it relates to the high probability of being driven over and the ongoing maintenance of these areas. When stakeholder meetings are held, details on the landscape area within the island needs to be discussed for a determination on the landscaping and additional elements included in this area.

3. Landscaping islands in the northwest section appear too close to some of the existing parking areas. Have these landscape areas been analyzed in connection to their impacts on the existing parking.

**Engenuity Response:** The landscape areas near existing parking are placed in areas that are currently roadway, so the impact to the existing parking would be minimal. The parking in this area currently does not meet code for driveway



width. With the addition of landscape in this area and the proposed roadway narrowing, there may be potential to provide a more code compliant parking lot on the private property.

Staff acknowledges the existing nonconforming parking conditions on adjacent properties along 10<sup>th</sup> Street. If the proposed plan intends on improving the nonconforming situation as it relates to the parking areas and the required circulation in these parking areas, please provide details on how this will be accomplished. The proposed access to the lots may need adjustment in order to facilitate adequate circulation. Please explore providing additional pavement area behind the angled parking stalls to assist with backing up. We will rely on your review and analysis for the best configuration.

4. Is there a possibility of testing the oval-about concept on a limited-time basis? We feel this may be useful in helping us understand potential end-user behaviors that might not have been anticipated.

**Engenuity Response:** It likely would not be able to be tested out in a temporary fashion at the actual location due to the conflicting design elements of the roundabout compared to the existing intersection. However, the design could be laid out to scale at another location such as a large open parking lot, with cones or paint, in order to drive through the roundabout with different vehicles to test maneuverability.

Response acknowledged. We do not believe testing this configuration at an alternative location would be beneficial or provide for accurate analysis.

5. When is it anticipated that property owners will be engaged on the question of ROW acquisition? We believe they should be involved in the process, if they are not already.

**Engenuity Response:** We would recommend engaging the property owners early in the process.

Staff agrees stakeholder input will be extremely valuable in this process.

6. Because the intersections are so close together, the northbound lane may create some traffic conflicts. Particularly at the gas station, we feel there could be conflicts between those exiting the oval and those entering or exiting the gas station. We believe the striping should direct drivers exiting the oval away from this access point with a dedicated outside lane.

**Engenuity Response:** the design in this area has been revised to allow for two lanes of traffic in this area, which will keep the existing gas station exit as is.

In an effort to provide as much visibility and clearance to the traffic circulation pattern, staff is open to revisiting this discussion during public outreach. The crosswalks continue to be a point of concern and should be analyzed when these meetings are held and we will defer to the design professionals to determine the safest configuration and most appropriate locations for pedestrian crossings.



Adam Swaney, P.E.



## **10<sup>th</sup> Street and Prosperity Farms Road Intersection Improvements; Selected Alternative**

**Prepared for  
Town of Lake Park**

**August 28, 2020**

### **BACKGROUND**

In recent years, operational and safety concerns at the intersection of 10<sup>th</sup> Street and Prosperity Farms Road led the town to take temporary measures to address those concerns. The Town retained O'Rourke Engineering & Planning to identify alternatives and ultimately recommend a preferred option. Three alternatives were addressed initially, 1) upgrades to the signalized intersection, 2) removal of the signal and replacement by a standard roundabout and 3) removal of the signal and replacement by the oval-a-bout.

After extensive analysis, review by the town staff, the Town Commission and Palm Beach County, the oval about has been selected to take to the next design and funding level. An overview of the selected project is presented herein.

### **EXISTING CONDITIONS**

The intersection of 10<sup>th</sup> Street at Prosperity Farms is currently signalized with five legs controlled at the intersection. Bollards on the south leg narrow the leg to one northbound lane for through movements and right turn movements, a left turn lane exists as well. There are several "free flow" movements with directional islands. In an attempt to simplify movements for the drivers, the Northern Drive free flow to Prosperity Farms has been closed.

**Exhibit 1** is an aerial photograph of the intersection as it exists today.

### **Turning Movement Volumes**

The intersection was counted during the AM and PM peak hours on December 4, 2019. The peak hour turning movement volumes are shown in **Exhibit 2**.

### **Level of Service**

SIDRA software was used to evaluate the intersection as a signalized intersection. Using the phasing provided by Palm Beach County and applying Highway Capacity Manual 2010

criteria, the intersection operates at Level of Service D/E. **Exhibit 3** summarizes the LOS by movement. Detailed results and input data are provided in **Attachment A: Intersection Level of Service**.

#### **Crash Data**

Crash data were obtained from the Palm Beach County Sheriff's office. They identified several crashes/ incidents per year in the area of the intersection. Details of the accident reports were retrieved. **Exhibit 4.1** summarizes the crashes in 2017, 2018 and 2019. In 2017, 11 accidents with 5 involving bodily injuries were recorded. Anecdotally it appears that the modifications to the intersection have reduced the total numbers of crashes. 12 total crashes were recorded by PBSO in 2018 and 2019. One accident involved bodily injury and one involved a bicyclist. **Exhibit 4.2** illustrates the accident locations in 2018 and 2019. It is expected that the oval a bout will reduce confusion and possibly lead to an even further reduction in crashes.

#### **OVAL- A -BOUT, ELONGATED ROUNDABOUT ALTERNATIVE**

**Exhibit 5** illustrates the elongated roundabout or oval- a- bout alternative. The design removes the signal and controls the conflicting movements by circulating them around the oval after making the right turn only at then entry to the oval. This design provides greater distance between the entering legs which was seen as an advantage to the circular roundabout. The design has to prevent "straight through movements" from occurring in order to allow the minor movements to enter the flow of traffic. This design has been reviewed with Palm Beach County. The County accepted either the round a bout or the oval about option. If the roundabout had been selected, they did require that the separate right turn lane be removed from southbound at Prosperity Farms Road. The Oval about is

#### **Level of Service - Oval- a- bout**

SIDRA software was applied to determine the level of service of the elongated roundabout or oval -a -bout. The intersection shows an improvement to level of service C. **Exhibit 6** illustrates the LOS by movement.

#### **R/W map Elongated roundabout, Oval- a- bout**

**Exhibit 7** illustrates the elongated roundabout or oval-a-bout on the same right of way base. It appears that the elongated roundabout will largely fit within the right of way. All of this information is preliminary and survey data and a more refined design will be necessary. However, this comparison indicates that the elongated roundabout may have a clearer path to construction relative to the need for right of way.

#### **Estimated Costs**

Preliminary cost estimates have been prepared to for Oval A bout. Approximately \$478,000 is estimated to construct the elongated roundabout. These costs do not include beautification within the oval. As the design progresses, this estimate can be refined. The City may be able to

undertake some of the tasks such as MOT to reduce the cost. **Exhibit 8** provide the details of the estimate

### **Grant Opportunities / Funding Strategies**

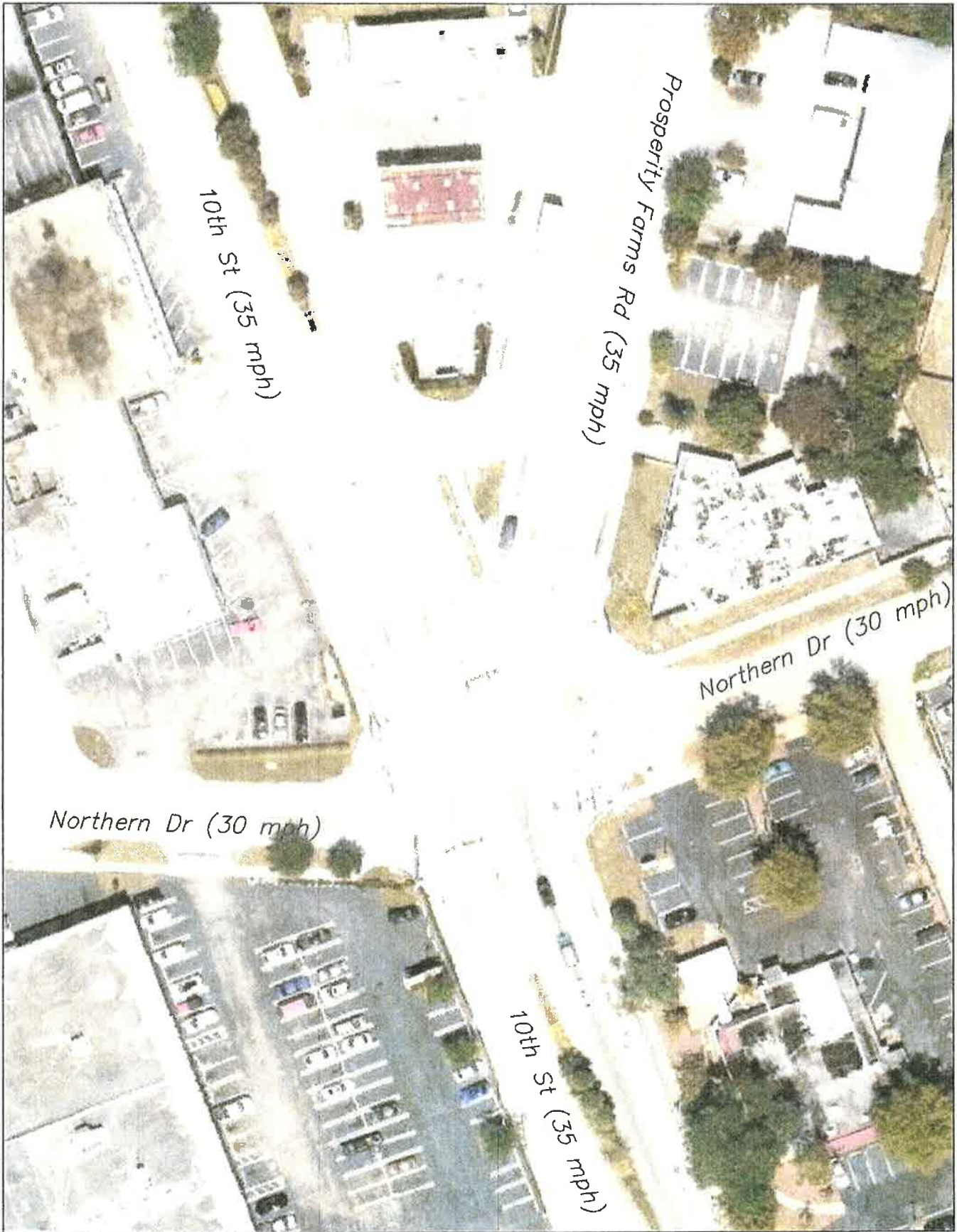
There are two options through the Palm Beach County Transportation Planning Agency (TPA); the local initiative program (LI) and the Alternative Transportation Program. After discussions with Valerie Nelson at TPA, it appears the LI will be the best option to pursue funding. The purpose of the Palm Beach Transportation Planning Agency's (TPA) Local Initiative (LI) Program is to help advance lower-cost, non-regionally significant transportation projects identified by local communities. Funding is available by Fiscal Year. The process and project package are included as **Attachment B**. Additional information will need to be added to the project to be competitive and win support for funding the project. Specifically, pedestrian or bicycle components will need to be enhanced within the preliminary concept. If funded, the project would be added to the Transportation Improvement Program in the next fiscal year, with formal design 2 to 3 years out and constructions 4 to 5 years out.

### **NEXT STEPS**

To move the project forward, the Town should have the topographic and boundary survey completed to identify the need for right of way. The town should highlight pedestrian and bicycle features within the plan with regard to the funding criteria identified within the LI funding information. The new funding scoring criteria will be posted likely the end of October 2020. Under the current criteria, I believe the project could score the necessary 25 points. However, additional steps may need to be taken such as community support letters, calculation of fossil fuel savings, identification of non-motorized linkages, income levels and percentage of underserved within the project service area.

The project description and information may need to be augmented to support a competitive grant application. The Town of Lake Park should attend the LI virtual training meeting to occur in November and then proceed to compile the required documents.

We look forward to assisting you as the project advances in the process.



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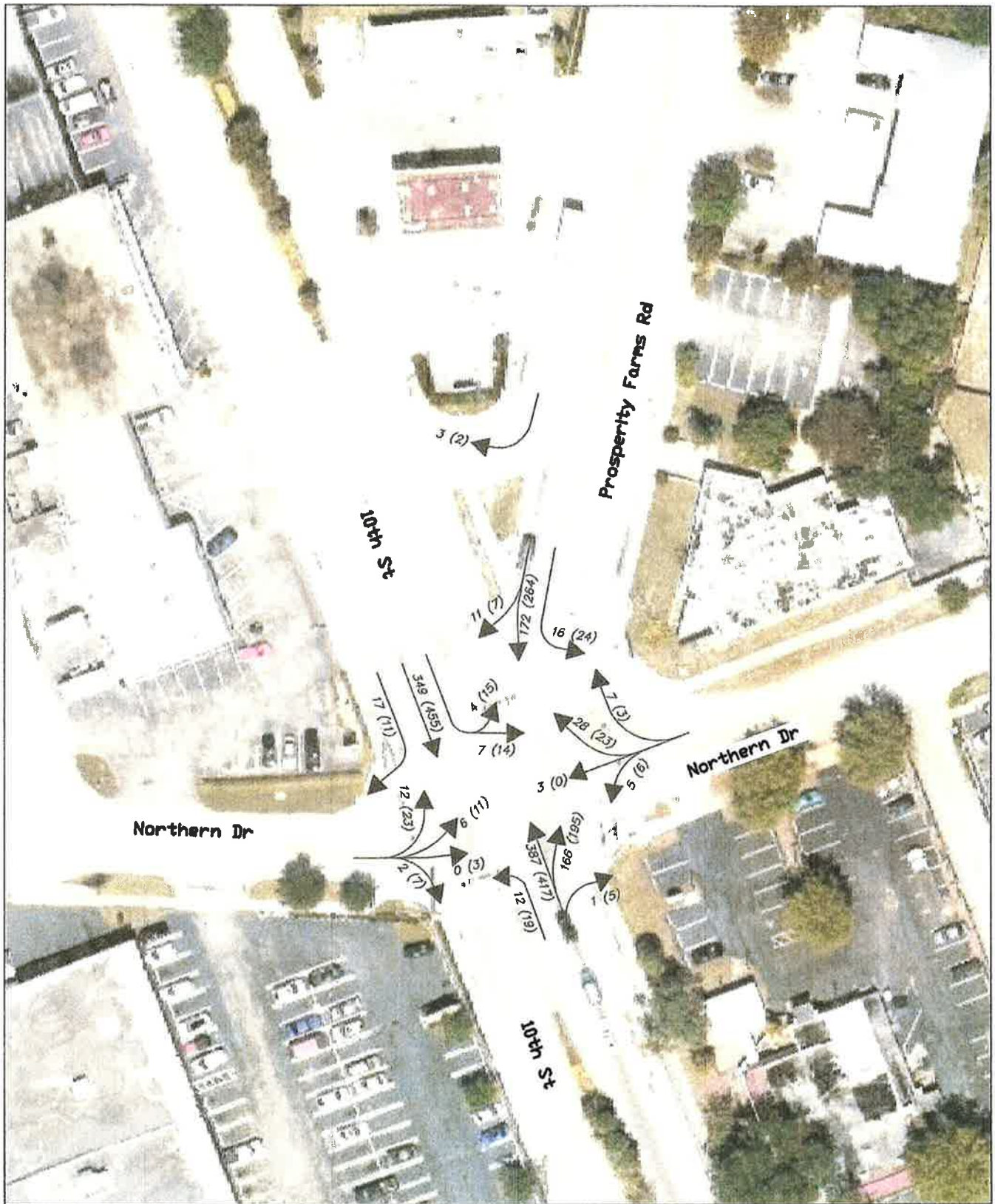
Existing Conditions  
10th St & Prosperity Farms  
INTERSECTION IMPROVEMENTS

Exhibit 1

JOB#:

DATE: 24.2020





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LEGEND  
XX(XX) = AM(PM)

Exhibit 2  
Intersection Volumes  
10th St & Prosperity Farms

JOB#:

DATE: 11.7.19

## Exhibit 3

## LANE LEVEL OF SERVICE

## Lane Level of Service



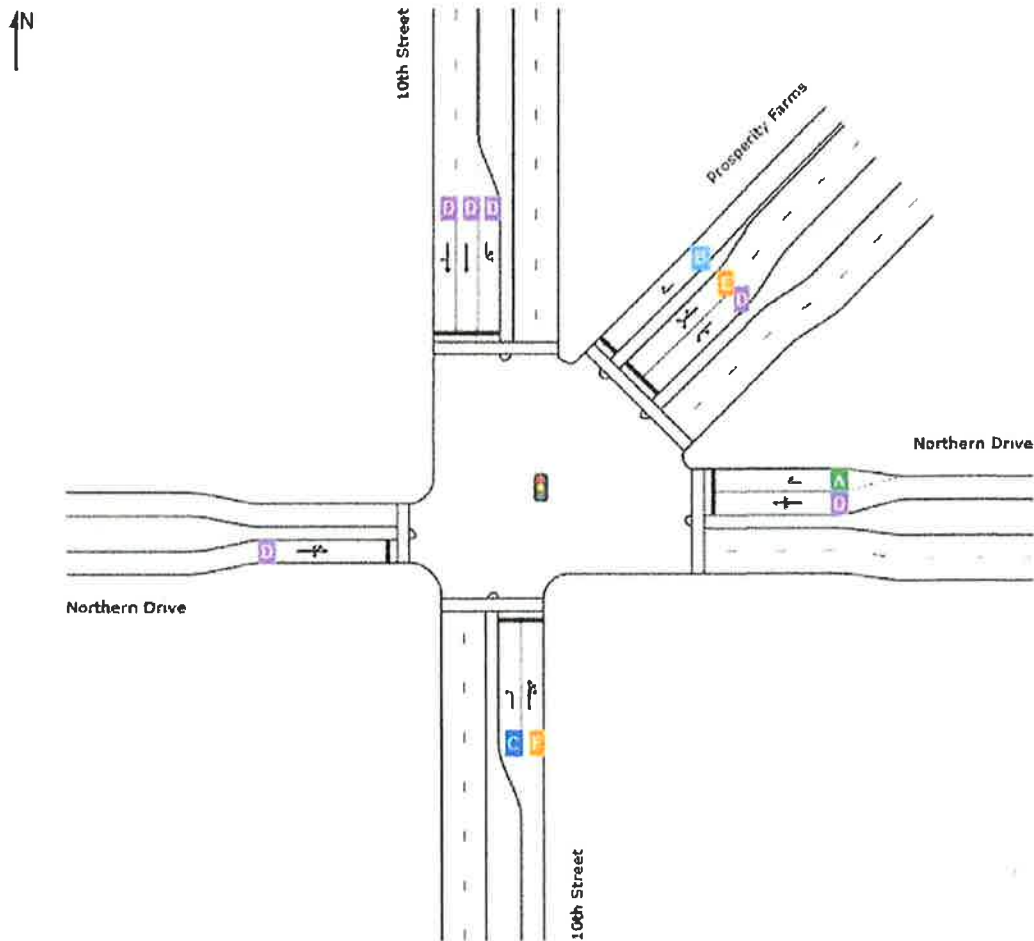
**Site: LP1 [10th Street and Prosperity and Northern]**

10th Street and Prosperity

Site Category: Signalized Alternative

Signals - Pretimed Isolated Cycle Time = 118 seconds (Site User-Given Phase Times)

	Approaches					Intersection
	South	East	Northeast	North	West	
LOS	E	D	E	D	D	E



Site Level of Service (LOS) Method: Delay & v/c (HCM 2010). Site LOS Method is specified in the Parameter Settings dialog (Site tab).

Lane LOS values are based on average delay and v/c ratio (degree of saturation) per lane.

LOS F will result if v/c > 1 irrespective of lane delay value (does not apply for approaches and intersection).

Intersection and Approach LOS values are based on average delay for all lanes (v/c not used as specified in HCM 2010).

HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.

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Project: C:\Users\Susan\Documents\Projects\Palm Beach County\Lake Park\10th and Prosperity\Signal.1\Prosperity.Northern.1.sip8

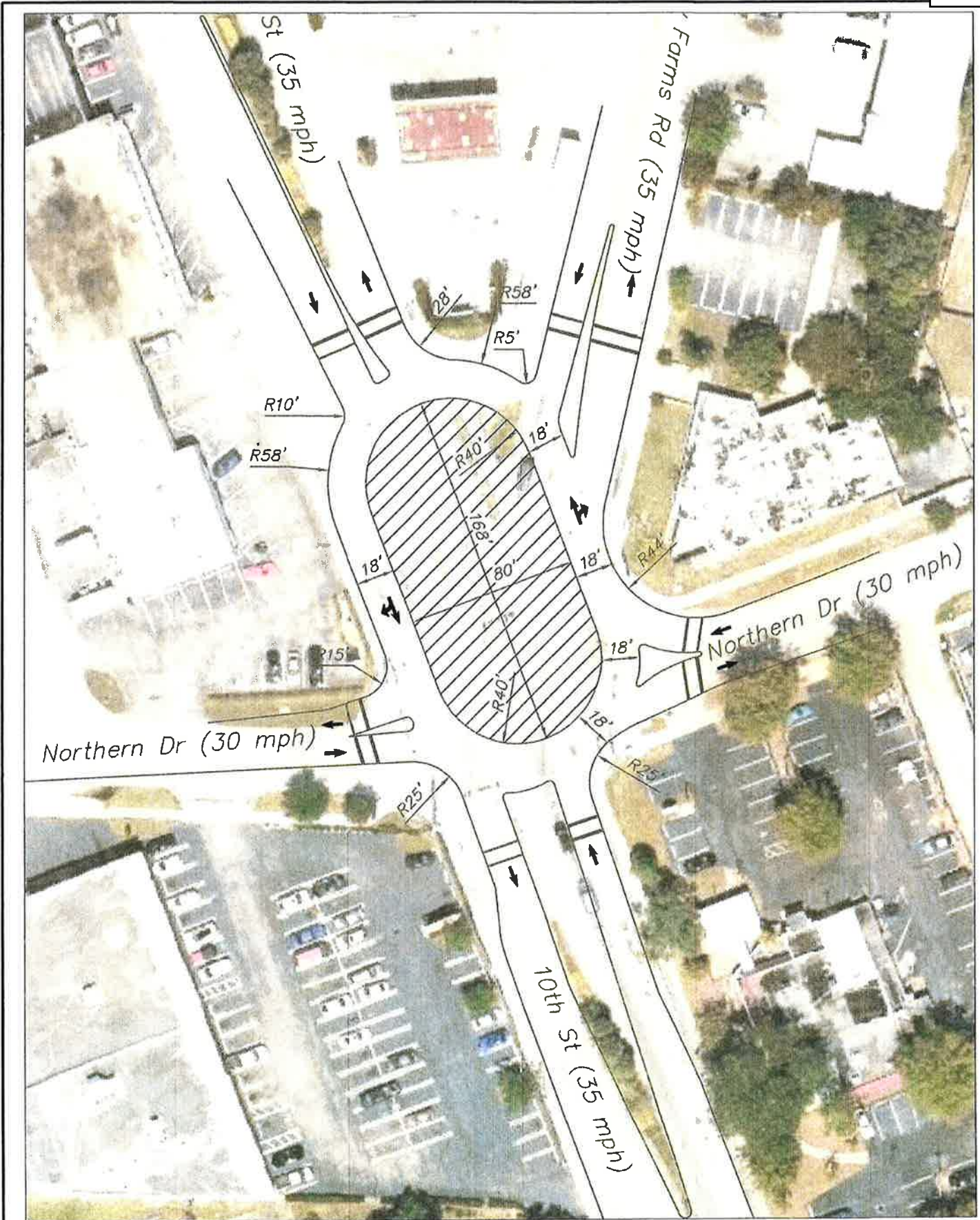
## EXHIBIT 4.1: CRASH DATA

Incident #	Report #	ORI_NUM *	Incident Date	SOURCE *	TYPE CODE	TYPE DESCRIPTION	LOCATION	CITY	ZIP
201800143713	19081428	FL0501900	6/12/2019 0:14	ANI/ALI	4	MOTOR VEH CRASH		LAKE PARK	33403
201900852377	19119133	FL0501900	9/25/2019 13:06	ANI/ALI	4	MOTOR VEH CRASH		LAKE PARK	33403
201900869862	19139522	FL0501900	11/20/2019 11:23	ANI/ALI	4	MOTOR VEH CRASH		LAKE PARK	33403
201901053358	18044695	PBSO	3/1/2018 9:42	ANIALI	4	MOTOR VEH CRASH		LAKE PARK	33403
E1700107353	18042441	PBSO	2/23/2018 14:56	ANIALI	3	HIT AND RUN		LAKE PARK	33403
E1700360214	18080225	PBSO	5/30/2018 18:06	ANIALI	4W	MOTOR VEHICLE CRASH - WITH INJURIES		LAKE PARK	33403
E1700365504	18049204	PBSO	3/12/2018 16:18	ANIALI	3	HIT AND RUN		LAKE PARK	33403
E1700390884	18090529	PBSO	6/26/2018 15:14	ANIALI	4	MOTOR VEH CRASH		LAKE PARK	33403
E1701025265	18123773	FL0501900	9/19/2018 15:42	ANI/ALI	4	MOTOR VEH CRASH		LAKE PARK	33403
E1701025265	1814890	PBSO	11/26/2018 21:20	PHONE	4	MOTOR VEH CRASH	NORTHERN DR	LAKE PARK	33403
E1701180968	17034027	PBSO	2/1/2017 9:11	PHONE	4W	MOTOR VEHICLE CRASH - WITH INJURIES	10TH ST & NORTHERN DR	LAKE PARK	33403
E1701212181	17040342	PBSO	2/15/2017 22:47	ANIALI	4W	MOTOR VEHICLE CRASH - WITH INJURIES		LAKE PARK	33403
E1800182626	17060870	PBSO	4/5/2017 16:51	ANIALI	4	MOTOR VEH CRASH		LAKE PARK	33403
E1800202164	17064907	PBSO	4/15/2017 11:09	ANIALI	4	MOTOR VEH CRASH		LAKE PARK	33403
E1800239747	17065536	PBSO	4/17/2017 7:51	ANIALI	4	MOTOR VEH CRASH		LAKE PARK	33403
E1800399177	17068679	PBSO	4/24/2017 17:12	PHONE	4	MOTOR VEH CRASH	NORTHERN DR & 10TH ST	LAKE PARK	33403
E1800498730		PBSO	9/28/2017 8:54	ANIALI	4	MOTOR VEH CRASH		LAKE PARK	33403
E1800505712	17145742	PBSO	10/30/2017 17:46	ANIALI	4W	MOTOR VEHICLE CRASH - WITH INJURIES		LAKE PARK	33403
E1800597010	17145742	PBSO	10/30/2017 17:46	ANIALI	4W	MOTOR VEHICLE CRASH - WITH INJURIES		LAKE PARK	33403
E1800828368	17164784	PBSO	12/17/2017 21:47	ANIALI	4	MOTOR VEH CRASH		LAKE PARK	33403
UNKNOWN	17168609	PBSO	12/28/2017 3:40	ANIALI	4W	MOTOR VEHICLE CRASH - WITH INJURIES		LAKE PARK	33403

Exhibit 4.2

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		750-020-05										
COLLISION DIAGRAM - INTERSECTION		TRAFFIC ENGINEERING OPERATIONS 10/15										
<b>General Analysis Information</b>		<b>Site Information</b>										
Intersection Number												
Intersection Name	10th Street & Prosperity Farms Rd/Northern Drive	Location										
Analysis Years	2018-2019	Project Number										
<b>Notes</b>												
1) Collision Diagram symbology illustrated in Figure 5-4 of Chapter 5 of the Highway Safety Manual should be used.												
2) The legend may be used to clarify symbology that identifies total number of crashes, injuries, fatalities, pavement conditions, etc.												
<b>Field Data Collection</b>												
<p><b>Legend</b></p> <p>N Night</p> <p>O Injury</p> <p><b>All other accidents:</b> Property damage only, dry/day</p>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Total Intersection Crashes per the Crash Summary</th> </tr> </thead> <tbody> <tr> <td>Total Crashes Graphed on this Page</td> <td style="text-align: center;">12</td> </tr> <tr> <td>Total Injury Crashes</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Total Fatal Crashes</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Total PDO Crashes</td> <td style="text-align: center;">11</td> </tr> </tbody> </table>			Total Intersection Crashes per the Crash Summary		Total Crashes Graphed on this Page	12	Total Injury Crashes	1	Total Fatal Crashes	0	Total PDO Crashes	11
Total Intersection Crashes per the Crash Summary												
Total Crashes Graphed on this Page	12											
Total Injury Crashes	1											
Total Fatal Crashes	0											
Total PDO Crashes	11											





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OVAL-A-BOUT CONCEPT  
10th St & Prosperity Farms  
INTERSECTION IMPROVEMENTS

Exhibit 5

JOB#:

DATE: 2.26.2020



## Exhibit 6

## LANE LEVEL OF SERVICE

Lane Level of Service



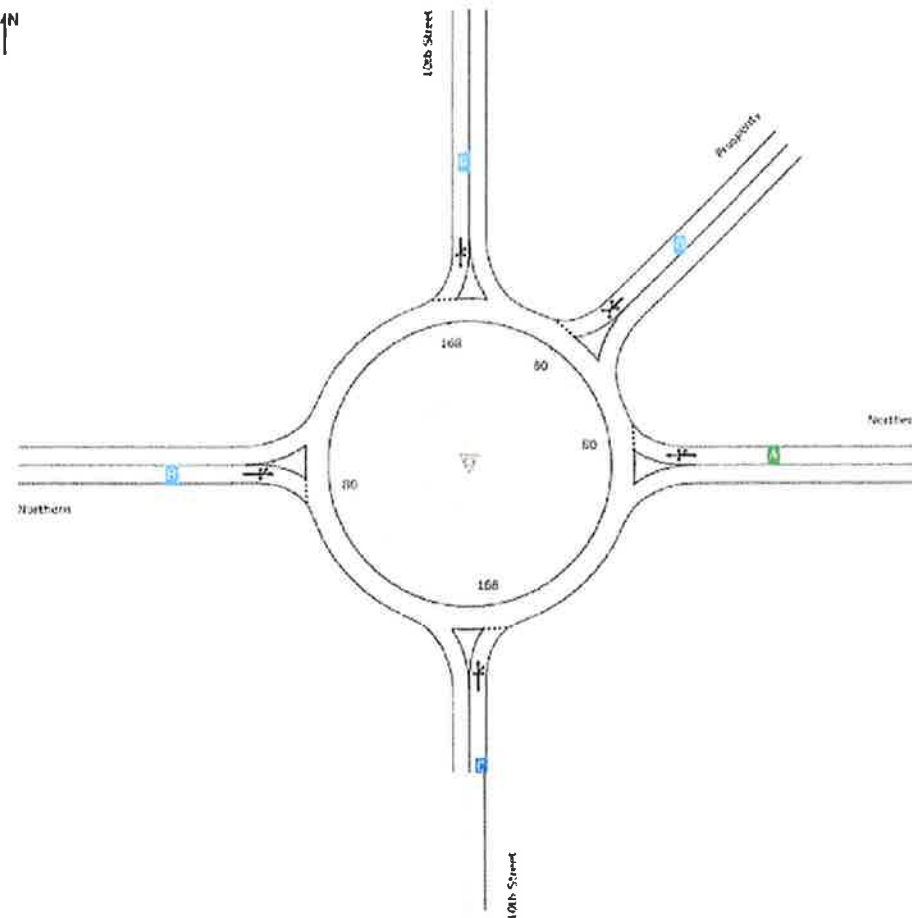
Site: 101 [Prosperity and 10th]

Roundabout

Site Category: (None)

Roundabout

	Approaches					Intersection
	South	East	Northeast	North	West	
LOS	C	A	B	B	B	C



Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).

Roundabout LOS Method: Same as Sign Control.

Lane LOS values are based on average delay and v/c ratio (degree of saturation) per lane.

LOS F will result if v/c > 1 irrespective of lane delay value (does not apply for approaches and intersection).

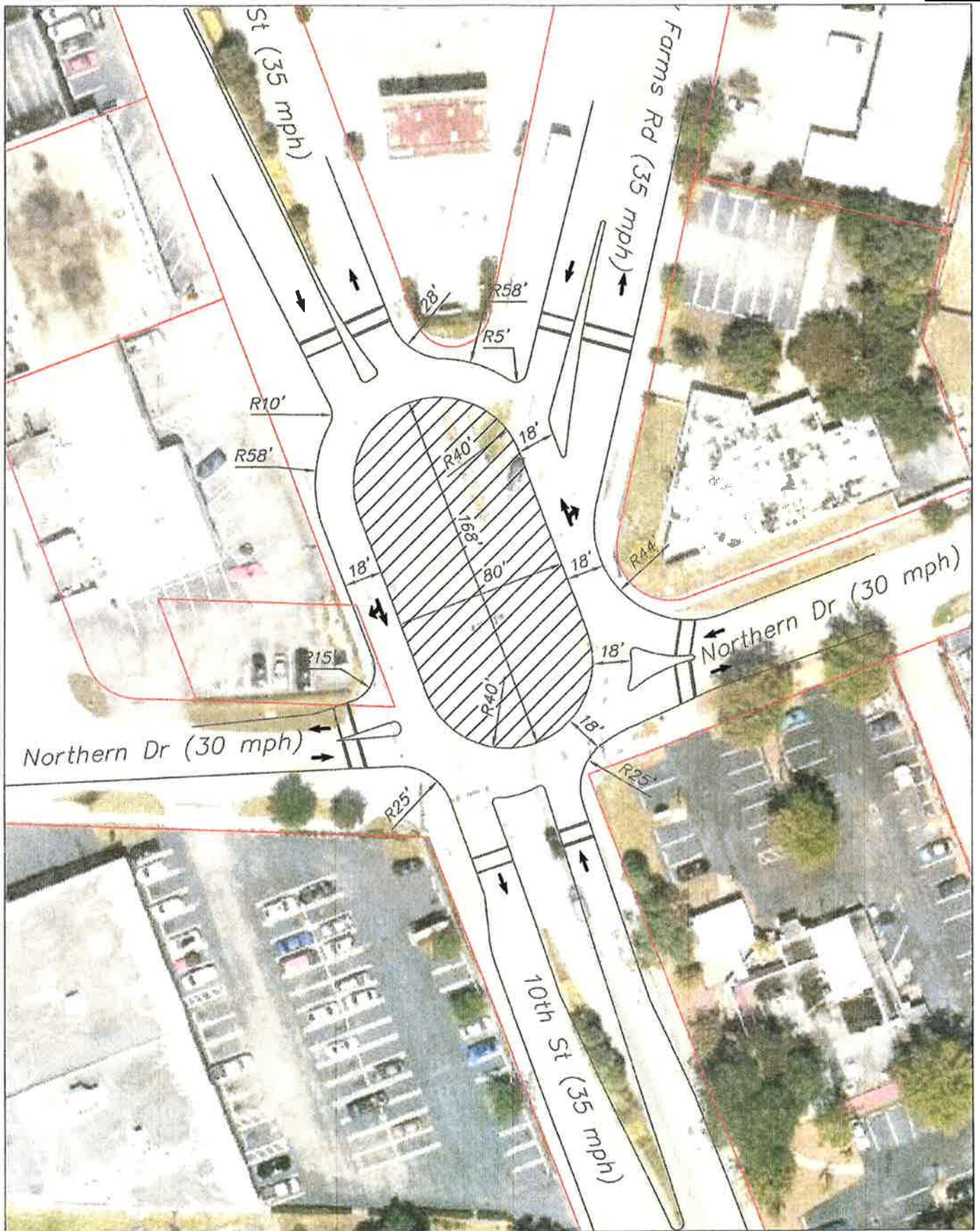
Intersection and Approach LOS values are based on average delay for all lanes (v/c not used as specified in HCM 6).

HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.

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Project: C:\Users\Susan\Documents\Projects\Palm Beach County\Lake Park\10th and Prosperity\RoundaboutProsper.10th.oval.slp8



O'ROURKE ENGINEERING & PLANNING

OVAL-A-BOUT CONCEPT  
 10th St & Prosperity Farms  
 INTERSECTION IMPROVEMENTS

Exhibit 7

JOB#

DATE: 2.26.2020

**Exhibit 8**  
**Preliminary Cost Estimate**  
**10th Street & Prosperity Farms Road Intersection and Safety Improvements**  
~~Alternative 2~~ **Elongated Roundabout, Oval a bout**

Pay Item Group	Item	Unit	Qty	Price	Total
102	Mobilization	LS	1	\$ 23,518	\$ 23,518
102	MOT	LS	1	\$ 45,000	\$ 45,000
102	Erosion Control	LS	1	\$ 12,500	\$ 12,500
110	Pavement Removal	Sqft	4,500	\$ 3	\$ 13,500
110	Removal of existing Span Wire and Poles	LS	1	\$ 25,000	\$ 25,000
327	Milling	Syd	5,500	\$ 6	\$ 31,075
334	Pavement Resurfacing 3"	Ton	890	\$ 131	\$ 116,590
425	Drainage piping <30"	Ft	200	\$ 85	\$ 17,000
430	Miscellaneous Drainage Structures	Ea	6	\$ 4,500	\$ 27,000
520	Curb-Roadway	Ft	2,000	\$ 30	\$ 60,000
520	Curb Roundabout	Ft	300	\$ 30	\$ 9,000
520	Curb for Median Islands	Ft	580	\$ 30	\$ 17,400
522	6" wide 4" thick Sidewalks	Syd	400	\$ 36	\$ 14,400
710	Striping	GM	1	\$ 3,500	\$ 3,500
				<b>Subtotal:</b>	<b>\$ 415,483</b>
				<b>Contingency (15%)</b>	<b>\$ 62,322</b>
				<b>Total:</b>	<b>\$ 477,805</b>

\*Notes: Quantities are based on conceptual plan only and subject to change based on preliminary design.

**Attachment A**  
**Intersection Level of Service**

## DETAILED OUTPUT

Site: 101 [Prosperity and 10th]

Roundabout  
Site Category: (None)  
Roundabout

## OUTPUT TABLE LINKS

- Roundabouts
  - Roundabout Basic Parameters
  - Roundabout Circulating / Exiting Stream Parameters
  - Roundabout Gap Acceptance Parameters
  - Roundabout Flow Rates
- Movements
  - Intersection Negotiation and Travel Data
  - Movement Capacity and Performance Parameters
  - Fuel Consumption, Emissions and Cost
- Lanes
  - Lane Performance and Capacity Information
  - Lane, Approach and Intersection Performance
  - Driver Characteristics
  - Lane Delays
  - Lane Queues
  - Lane Queue Percentiles
  - Lane Stops
- Flow Rates
  - Origin-Destination Flow Rates (Total)
  - Origin-Destination Flow Rates by Movement Class
  - Lane Flow Rates
- Other
  - Parameter Settings Summary
  - Diagnostics

## Roundabouts

## Roundabout Basic Parameters

Site: Prosperity and 10th

Site ID: 101  
Roundabout

Central Island Diam ft	Circ Width ft	Insc Diam. ft	Entry Radius ft	Entry Angle deg	Circ Lanes	Entry Lanes	Av. Entry Lane Width ft	App Dist ft	Prop Upstr	Queued Signal	Extra Bunching
South: 10th Street											
168.0*	18.0*	204.0*	65.0*	90.0*	1	1	13.00*	1600		NA	0.0N
East: Northern											
90.0*	18.0*	116.0*	65.0*	90.0*	1	1	13.00*	1600		NA	0.0N
NorthEast: Prosperity											
90.0*	18.0*	116.0*	65.0*	45.0*	1	1	13.00*	1600		NA	0.0N
North: 10th Street											
168.0*	18.0*	204.0*	65.0*	90.0*	1	1	13.00*	1600		NA	0.0N
West: Northern											
90.0*	18.0*	116.0*	65.0*	45.0*	1	1	13.00*	1600		NA	0.0N

Roundabout Capacity Model: US HCM 2010

\* These parameters do not affect estimated capacity values in the HCM 2010 Capacity Model.

NA Not Applicable (single Site analysis or unconnected Site in Network analysis).

N Program option resulted in zero value (single Site analysis or unconnected Site in Network analysis).

[Go to Table Links \(Top\)](#)

## Roundabout Circulating / Exiting Stream Parameters

Site: Prosperity and 10th

Site ID: 101  
Roundabout

Dest	Turn	Lane No.	Lane Type	Opng Flow veh/h	RVE pcu/h	Adj. Flow pcu/h	%Near Lane Only	%Exit Flow Incl.	Cap. Const. Effect	O-D Factor	Aver Speed mph	In-Bunch Headway sec	Prop. Bunched
South: 10th Street													
N	L2	1	Dominant	205	1.03	212	0.0	0.0	N	-	16.3	0.00	0.000
N	T1	1	Dominant	205	1.03	212	0.0	0.0	N	-	16.3	0.00	0.000
NE	R1	1	Dominant	205	1.03	212	0.0	0.0	N	-	16.3	0.00	0.000
E	R2	1	Dominant	205	1.03	212	0.0	0.0	N	-	16.3	0.00	0.000



East: Northern													
S	L2	1	Dominant	847	1.03	872	0.0	0.0	N	-	24.0	0.00	0.000
W	T1	1	Dominant	847	1.03	872	0.0	0.0	N	-	24.0	0.00	0.000
N	R2	1	Dominant	847	1.03	872	0.0	0.0	N	-	24.0	0.00	0.000
NE	R3	1	Dominant	847	1.03	872	0.0	0.0	N	-	24.0	0.00	0.000
NorthEast: Prosperity													
E	L3	1	Dominant	529	1.03	545	0.0	0.0	N	-	24.5	0.00	0.000
S	L1	1	Dominant	529	1.03	545	0.0	0.0	N	-	24.5	0.00	0.000
W	R1	1	Dominant	529	1.03	545	0.0	0.0	N	-	24.5	0.00	0.000
N	R3	1	Dominant	529	1.03	545	0.0	0.0	N	-	24.5	0.00	0.000
North: 10th Street													
NE	L3	1	Dominant	248	1.03	255	0.0	0.0	N	-	16.5	0.00	0.000
E	L2	1	Dominant	248	1.03	255	0.0	0.0	N	-	16.5	0.00	0.000
S	T1	1	Dominant	248	1.03	255	0.0	0.0	N	-	16.5	0.00	0.000
W	R2	1	Dominant	248	1.03	255	0.0	0.0	N	-	16.5	0.00	0.000
West: Northern													
N	L2	1	Dominant	745	1.03	767	0.0	0.0	N	-	23.5	0.00	0.000
NE	L1	1	Dominant	745	1.03	767	0.0	0.0	N	-	23.5	0.00	0.000
E	T1	1	Dominant	745	1.03	767	0.0	0.0	N	-	23.5	0.00	0.000
S	R2	1	Dominant	745	1.03	767	0.0	0.0	N	-	23.5	0.00	0.000

Roundabout Capacity Model: US HCM 2010

[Go to Table Links \(Top\)](#)

### Roundabout Gap Acceptance Parameters

Site: Prosperity and 10th

Site ID: 101  
Roundabout

Dest	Turn	Lane No.	Lane Type	In-Bunch Headway sec	Prop. Bunched	Priority Sharing	RVE for Entry	Critical Gap		Follow-up Headway sec
								Headway sec	Dist ft	
South: 10th Street										
Model Calibration Factor (HCM 2010): 1.00										
Entry/Circ. Flow Adjustment (HCM 2010): None										
W	L2	1	Dominant	0.00	0.000	N	1.03	5.19	124.4	3.19
N	T1	1	Dominant	0.00	0.000	N	1.03	5.19	124.4	3.19
NE	R1	1	Dominant	0.00	0.000	N	1.03	5.19	124.4	3.19
E	R2	1	Dominant	0.00	0.000	N	1.03	5.19	124.4	3.19
East: Northern										
Model Calibration Factor (HCM 2010): 1.00										
Entry/Circ. Flow Adjustment (HCM 2010): None										
S	L2	1	Dominant	0.00	0.000	N	1.03	5.19	183.1	3.19
W	T1	1	Dominant	0.00	0.000	N	1.03	5.19	183.1	3.19
N	R2	1	Dominant	0.00	0.000	N	1.03	5.19	183.1	3.19
NE	R3	1	Dominant	0.00	0.000	N	1.03	5.19	183.1	3.19
NorthEast: Prosperity										
Model Calibration Factor (HCM 2010): 1.00										
Entry/Circ. Flow Adjustment (HCM 2010): None										
E	L3	1	Dominant	0.00	0.000	N	1.03	5.19	186.6	3.19
S	L1	1	Dominant	0.00	0.000	N	1.03	5.19	186.6	3.19
W	R1	1	Dominant	0.00	0.000	N	1.03	5.19	186.6	3.19
N	R3	1	Dominant	0.00	0.000	N	1.03	5.19	186.6	3.19
North: 10th Street										
Model Calibration Factor (HCM 2010): 1.00										
Entry/Circ. Flow Adjustment (HCM 2010): None										
NE	L3	1	Dominant	0.00	0.000	N	1.03	5.19	125.4	3.19
E	L2	1	Dominant	0.00	0.000	N	1.03	5.19	125.4	3.19
S	T1	1	Dominant	0.00	0.000	N	1.03	5.19	125.4	3.19
W	R2	1	Dominant	0.00	0.000	N	1.03	5.19	125.4	3.19
West: Northern										
Model Calibration Factor (HCM 2010): 1.00										
Entry/Circ. Flow Adjustment (HCM 2010): None										
N	L2	1	Dominant	0.00	0.000	N	1.03	5.19	179.1	3.19
NE	L1	1	Dominant	0.00	0.000	N	1.03	5.19	179.1	3.19
E	T1	1	Dominant	0.00	0.000	N	1.03	5.19	179.1	3.19
S	R2	1	Dominant	0.00	0.000	N	1.03	5.19	179.1	3.19

Roundabout Capacity Model: US HCM 2010

Dist (Distance): Spacing, i.e. distance between the front ends of two successive vehicles across all lanes in the circulating or exiting stream

[Go to Table Links \(Top\)](#)

### Roundabout Flow Rates

Site: Prosperity and 10th

Site ID: 101  
Roundabout

#### CIRCULATING LANE FLOW RATES

Lane	Circulating Flow Rate
------	-----------------------

No.	veh/h	pcu/h	Percent
South: 10th Street			
1	205	212	100.0%
Total	205	212	
East: Northern			
1	847	872	100.0%
Total	847	872	
NorthEast: Prosperity			
1	529	545	100.0%
Total	529	545	
North: 10th Street			
1	248	255	100.0%
Total	248	255	
West: Northern			
1	745	767	100.0%
Total	745	767	

The US HCM 2010 roundabout capacity model option is in use.  
This model considers only the total circulating flow and not the flow rates in individual circulating lanes. To model the effects of flow distribution in circulating lanes on the entry capacity results, you should use the SIDRA Standard roundabout capacity model.

## APPROACH LANE FLOW RATES

Lane No.	Approach Flows (veh/h)		
	Out	To Downst	Total
South: 10th Street			
1	5	686	691
Total	5	686	691
East: Northern			
1	3	32	35
Total	3	32	35
NorthEast: Prosperity			
1	1	221	222
Total	1	221	222
North: 10th Street			
1	12	526	538
Total	12	526	538
West: Northern			
1	8	147	155
Total	8	147	155

[Go to Table Links \(Top\)](#)

## Movements

Intersection Negotiation and Travel Data  
Site: Prosperity and 10th

Site ID: 101  
Roundabout

## TRAVEL SPEED, TRAVEL DISTANCE AND TRAVEL TIME

From Approach	To Exit	Turn	Running Speed mph	Travel Speed mph	Travel Distance ft	Travel Time s	Total Travel Distance Dem Flows veh-mi/h	Arv Flows veh-mi/h	Tot.Trav. Time veh-h/h
South: 10th Street									
West	L2		29.4	25.8	3336.4#	88.1#	13.0	13.0	0.5
North	T1		30.3	26.5	3336.4#	85.8#	286.4	286.4	10.8
NorthEast	R1		30.1	26.4	3336.4#	86.1#	133.9	133.9	5.1
East	R2		28.1	24.8	3336.4#	91.6#	3.4	3.4	0.1
East: Northern									
South	L2		29.4	27.1	3275.4#	82.5#	3.4	3.4	0.1
West	T1		29.0	26.8	3275.4#	83.4#	0.7	0.7	0.0
North	R2		29.6	27.3	3275.4#	81.7#	15.5	15.5	0.6
NorthEast	R3		27.8	25.7	3275.4#	86.8#	2.0	2.0	0.1
NorthEast: Prosperity									
East	L3		28.9	26.5	3406.4#	87.5#	16.8	16.8	0.6
South	L1		29.2	26.8	3406.4#	86.7#	120.6	120.6	4.5
West	R1		27.6	25.5	3406.4#	91.2#	4.9	4.9	0.2
North	R3		28.1	25.9	3406.4#	89.7#	0.7	0.7	0.0
North: 10th Street									
NorthEast	L3		31.1	28.1	3362.6#	81.5#	10.4	10.4	0.4
East	L2		30.9	27.9	3362.6#	82.0#	9.7	9.7	0.3
South	T1		31.8	28.7	3362.6#	80.0#	315.0	315.0	11.0
West	R2		29.3	26.6	3362.6#	86.3#	7.6	7.6	0.3
West: Northern									
North	L2		29.4	26.6	3391.5#	87.0#	15.4	15.4	0.6

NorthEast	L1	29.1	26.4	3391.5#	87.6#	#	77.5	77.5	2.9
East	T1	29.4	26.6	3391.5#	86.9#		2.1	2.1	0.1
South	R2	26.8	24.5	3391.5#	94.5#		4.9	4.9	0.2
ALL VEHICLES:		30.4	27.1	3358.4#	84.3#		1044.0	1044.0	38.5

"Running Speed" is the average speed excluding stopped periods.

Travel Time values include cruise times and intersection delays including acceleration, deceleration and idling delays.

# Travel Distance and Travel Time values include travel on the External Exit section based on the Exit Distance or user-specified Downstream Distance value as applicable.

## INTERSECTION NEGOTIATION DATA

From Approach	To Exit	Turn	Negn Radius ft	Negn Speed mph	Negn Dist ft	App Dist ft	Exit Dist ft	Downstr Dist ft
South: 10th Street								
West	L2		69.2	16.6	271.7	1600	488	NA
North	T1		219.1	25.7	140.3	1600	488	NA
NorthEast	R1		254.4	27.2	116.3	1600	488	NA
East	R2		202.1	25.0	78.6	1600	488	NA
East: Northern								
South	L2		58.2	15.6	228.6	1600	488	NA
West	T1		219.1	25.7	140.3	1600	488	NA
North	R2		95.9	18.8	44.8	1600	488	NA
NorthEast	R3		68.2	16.5	32.8	1600	488	NA
NorthEast: Prosperity								
East	L3		69.2	16.6	326.1	1600	488	NA
South	L1		61.9	15.9	194.4	1600	488	NA
West	R1		254.4	27.2	116.3	1600	488	NA
North	R3		68.2	16.5	32.8	1600	488	NA
North: 10th Street								
NorthEast	L3		69.2	16.6	326.1	1600	488	NA
East	L2		76.5	17.3	300.5	1600	488	NA
South	T1		254.4	27.2	155.0	1600	488	NA
West	R2		202.1	25.0	78.6	1600	488	NA
West: Northern								
North	L2		58.2	15.6	228.6	1600	488	NA
NorthEast	L1		61.9	15.9	194.4	1600	488	NA
East	T1		254.4	27.2	155.0	1600	488	NA
South	R2		95.9	18.8	44.8	1600	488	NA

Maximum Negotiation (Design) Speed = 30.0 mph

NA Downstream Distance does not apply if:

- Exit is an internal leg of a network
- "Program" option was specified
- Distance specified was less than the Exit Negotiation Distance
- Distance specified was greater than the exit leg length

## MOVEMENT SPEEDS AND GEOMETRIC DELAY

Mov ID	Turn	App. Speeds		Exit Speeds		Queue Move-up Speed mph	Geom Delay sec
		Cruise mph	Negn mph	Negn mph	Cruise mph		
South: 10th Street							
3	L2	35.0	16.6	16.6	30.0	26.2	0.0
8	T1	35.0	25.7	25.7	35.0	26.2	0.0
18a	R1	35.0	27.2	27.2	35.0	26.2	0.0
18	R2	35.0	25.0	25.0	30.0	26.2	0.0
East: Northern							
1	L2	30.0	15.6	15.6	30.0	14.5	0.0
6	T1	30.0	25.7	25.7	30.0	14.5	0.0
16	R2	30.0	18.8	18.8	35.0	14.5	0.0
16b	R3	30.0	16.5	16.5	30.0	14.5	0.0
NorthEast: Prosperity							
1bx	L3	30.0	16.6	16.6	30.0	17.4	0.0
1ax	L1	30.0	15.9	15.9	35.0	17.4	0.0
16ax	R1	35.0	27.2	27.2	30.0	17.4	0.0
16bx	R3	35.0	16.5	16.5	35.0	17.4	0.0
North: 10th Street							
7b	L3	30.0	16.6	16.6	30.0	24.1	0.0
7	L2	30.0	17.3	17.3	30.0	24.1	0.0
4	T1	35.0	27.2	27.2	35.0	24.1	0.0
14	R2	35.0	25.0	25.0	30.0	24.1	0.0
West: Northern							
5	L2	30.0	15.6	15.6	35.0	15.2	0.0
5a	L1	30.0	15.9	15.9	35.0	15.2	0.0
2	T1	30.0	27.2	27.2	35.0	15.2	0.0
12	R2	30.0	18.8	18.8	30.0	15.2	0.0

HCM Delay Formula option used: Geometric Delay is not included in Control Delay.

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### Movement Capacity and Performance Parameters

Site: Prosperity and 10th

Site ID: 101  
Roundabout

#### MOVEMENT CAPACITY PARAMETERS

Mov ID	Turn	Mov Cl.	Arv Flow veh/h	Opng Flow veh/h	Movement Adjust. Flow pcu/h	Total Cap. veh/h	Prac. Satn xp	Prac. Deg. %	Deg. Satn %
South: 10th Street									
3	L2	#	21	205	212	27	0.85	9	0.779*
8	T1	#	453	205	212	582	0.85	9	0.779*
18a	R1	#	212	205	212	272	0.85	9	0.779*
18	R2	#	5	205	212	7	0.85	9	0.779*
East: Northern									
1	L2	#	5	847	872	72	0.85	1021	0.076
6	T1	#	1	847	872	14	0.85	1021	0.076
16	R2	#	25	847	872	330	0.85	1021	0.076
16b	R3	#	3	847	872	43	0.85	1021	0.076
NorthEast: Prosperity									
1bx	L3	#	26	529	545	75	0.85	144	0.349
1ax	L1	#	187	529	545	536	0.85	144	0.349
16ax	R1	#	8	529	545	22	0.85	144	0.349
16bx	R3	#	1	529	545	3	0.85	144	0.349
North: 10th Street									
7b	L3	#	16	248	255	26	0.85	34	0.633
7	L2	#	15	248	255	24	0.85	34	0.633
4	T1	#	495	248	255	781	0.85	34	0.633
14	R2	#	12	248	255	19	0.85	34	0.633
West: Northern									
5	L2	#	24	745	767	78	0.85	179	0.305
5a	L1	#	121	745	767	396	0.85	179	0.305
2	T1	#	3	745	767	11	0.85	179	0.305
12	R2	#	8	745	767	25	0.85	179	0.305

\* Maximum degree of saturation

# Combined Movement Capacity parameters are shown for all Movement Classes.

#### MOVEMENT PERFORMANCE

Mov ID	Turn	Total Delay (veh-h/h)	Total Delay (pers-h/h)	Aver. Delay (sec)	Eff. Stop Rate	Total Stops	Perf. Index	Tot.Trav. Distance (veh-mi/h)	Tot.Trav. Time (veh-h/h)	Aver. Speed (mph)
South: 10th Street										
3	L2	0.12	0.14	20.6	1.03	21.2	13.68	13.0	0.5	25.8
8	T1	2.59	3.11	20.6	1.03	464.9	26.43	286.4	10.8	26.5
18a	R1	1.21	1.46	20.6	1.03	217.4	19.31	133.9	5.1	26.4
18	R2	0.03	0.04	20.6	1.03	5.6	13.23	3.4	0.1	24.8
East: Northern										
1	L2	0.01	0.02	8.9	0.60	3.3	0.33	3.4	0.1	27.1
6	T1	0.00	0.00	8.9	0.60	0.7	0.22	0.7	0.0	26.8
16	R2	0.06	0.07	8.9	0.60	15.0	0.85	15.5	0.6	27.3
16b	R3	0.01	0.01	8.9	0.60	2.0	0.28	2.0	0.1	25.7
NorthEast: Prosperity										
1bx	L3	0.08	0.09	10.4	0.62	16.3	1.89	16.8	0.6	26.5
1ax	L1	0.54	0.65	10.4	0.62	116.5	6.38	120.6	4.5	26.8
16ax	R1	0.02	0.03	10.4	0.62	4.7	1.36	4.9	0.2	25.5
16bx	R3	0.00	0.00	10.4	0.62	0.7	1.20	0.7	0.0	25.9
North: 10th Street										
7b	L3	0.07	0.08	14.4	0.73	11.9	6.01	10.4	0.4	28.1
7	L2	0.06	0.07	14.4	0.73	11.1	5.98	9.7	0.3	27.9
4	T1	1.98	2.38	14.4	0.73	362.0	18.52	315.0	11.0	28.7
14	R2	0.05	0.06	14.4	0.73	8.8	5.85	7.6	0.3	26.6
West: Northern										
5	L2	0.08	0.09	11.7	0.66	15.9	1.60	15.4	0.6	26.6
5a	L1	0.39	0.47	11.7	0.66	80.1	4.34	77.5	2.9	26.4
2	T1	0.01	0.01	11.7	0.66	2.2	1.01	2.1	0.1	26.6
12	R2	0.02	0.03	11.7	0.66	5.1	1.13	4.9	0.2	24.5

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### Fuel Consumption, Emissions and Cost

Site: Prosperity and 10th

Site ID: 101  
Roundabout

#### FUEL CONSUMPTION, EMISSIONS AND COST (TOTAL)

Mov ID	Turn	Cost Total \$/h	Fuel Total gal/h	CO2 Total kg/h	CO Total kg/h	HC Total kg/h	NOX Total kg/h
South: 10th Street							
3	L2	6.75	0.5	4.7	0.00	0.000	0.007
8	T1	147.25	11.5	103.3	0.10	0.009	0.149
18a	R1	68.86	5.4	48.3	0.05	0.004	0.070
18	R2	1.78	0.1	1.2	0.00	0.000	0.002
		224.64	17.6	157.6	0.15	0.013	0.228
East: Northern							
1	L2	1.65	0.1	1.2	0.00	0.000	0.002
6	T1	0.33	0.0	0.2	0.00	0.000	0.000
16	R2	7.56	0.6	5.4	0.00	0.000	0.008
16b	R3	0.99	0.1	0.7	0.00	0.000	0.001
		10.53	0.8	7.6	0.01	0.001	0.011
NorthEast: Prosperity							
1bx	L3	9.50	0.7	6.5	0.01	0.000	0.009
1ax	L1	67.70	5.1	46.0	0.04	0.004	0.064
16ax	R1	2.77	0.2	1.9	0.00	0.000	0.003
16bx	R3	0.39	0.0	0.3	0.00	0.000	0.000
		80.36	6.1	54.6	0.05	0.004	0.076
North: 10th Street							
7b	L3	4.83	0.4	3.5	0.00	0.000	0.005
7	L2	4.51	0.4	3.3	0.00	0.000	0.005
4	T1	145.46	11.8	106.1	0.10	0.008	0.149
14	R2	3.54	0.3	2.6	0.00	0.000	0.004
		158.33	12.9	115.6	0.11	0.009	0.163
West: Northern							
5	L2	8.78	0.7	5.9	0.01	0.000	0.008
5a	L1	44.29	3.3	29.9	0.03	0.002	0.042
2	T1	1.20	0.1	0.8	0.00	0.000	0.001
12	R2	2.81	0.2	1.9	0.00	0.000	0.003
		57.07	4.3	38.6	0.03	0.003	0.054
INTERSECTION:		530.93	41.7	373.9	0.36	0.030	0.531

## FUEL CONSUMPTION, EMISSIONS AND COST (RATE)

Mov ID	Turn	Cost Rate \$/mi	Fuel Eff. mpg	CO2 Rate g/km	CO Rate g/km	HC Rate g/km	NOX Rate g/km
South: 10th Street							
3	L2	0.52	24.6	226.1	0.20	0.018	0.326
8	T1	0.51	24.9	224.1	0.22	0.019	0.324
18a	R1	0.51	24.9	224.1	0.22	0.019	0.324
18	R2	0.52	24.6	226.1	0.20	0.018	0.326
		0.51	24.8	224.2	0.22	0.019	0.324
East: Northern							
1	L2	0.49	25.4	219.3	0.17	0.016	0.308
6	T1	0.49	25.4	219.3	0.17	0.016	0.308
16	R2	0.49	25.6	217.2	0.19	0.017	0.306
16b	R3	0.49	25.4	219.3	0.17	0.016	0.308
		0.49	25.6	217.8	0.19	0.017	0.307
NorthEast: Prosperity							
1bx	L3	0.56	23.3	238.7	0.19	0.018	0.332
1ax	L1	0.56	23.5	236.7	0.21	0.019	0.330
16ax	R1	0.56	23.3	238.7	0.19	0.018	0.332
16bx	R3	0.56	23.5	236.7	0.21	0.019	0.330
		0.56	23.5	237.0	0.21	0.019	0.330
North: 10th Street							
7b	L3	0.46	26.4	211.4	0.18	0.016	0.297
7	L2	0.46	26.4	211.4	0.18	0.016	0.297
4	T1	0.46	26.6	209.4	0.21	0.017	0.295
14	R2	0.46	26.4	211.4	0.18	0.016	0.297
		0.46	26.6	209.6	0.20	0.017	0.295
West: Northern							
5	L2	0.57	23.2	240.0	0.21	0.019	0.337
5a	L1	0.57	23.2	240.0	0.21	0.019	0.337
2	T1	0.57	23.2	240.0	0.21	0.019	0.337
12	R2	0.57	23.0	242.0	0.19	0.019	0.339
		0.57	23.2	240.1	0.21	0.019	0.337
INTERSECTION:		0.51	25.0	222.5	0.21	0.018	0.316

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Lanes



Lane Performance and Capacity Information  
Site: Prosperity and 10th

Site ID: 101  
Roundabout

## LANE PERFORMANCE

Lane No.	Flow veh/h	Cap veh/h	Deg. Satn x	Aver. Delay sec	Eff. Stop Rate	Queue 95% Back		Lane Length ft
						veh	ft	
South: 10th Street								
1	691	888	0.779	20.6	1.03	16.2	415.7	1600.0
East: Northern								
1	35	459	0.076	8.9	0.60	0.2	6.1	1600.0
NorthEast: Prosperity								
1	222	636	0.349	10.4	0.62	1.5	37.2	1600.0
North: 10th Street								
1	538	850	0.633	14.4	0.73	6.9	176.1	1600.0
West: Northern								
1	155	510	0.305	11.7	0.66	1.1	29.2	1600.0

## LANE FLOW AND CAPACITY INFORMATION

Lane No.	Total Arr Flow veh/h	Min Cap veh/h	Tot Cap veh/h	Deg. Satn x	Lane Util %
South: 10th Street					
1	691	150	888	0.779	100
East: Northern					
1	35	35	459	0.076	100
NorthEast: Prosperity					
1	222	150	636	0.349	100
North: 10th Street					
1	538	150	850	0.633	100
West: Northern					
1	155	150	510	0.305	100

The capacity values of Continuous Lanes are obtained by adjusting the basic saturation flow for lane width, grade, movement class and turning vehicle effects. Saturation flow scale applies if specified.

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Lane, Approach and Intersection Performance  
Site: Prosperity and 10th

Site ID: 101  
Roundabout

Lane No.	Arrival Flow (veh/h)	%HV	Adj. Basic Satf.	Deg Sat x	Aver. Delay sec	Longest Queue ft	Lane Length ft
South: 10th Street							
1	691	3		0.779	20.6	416	1600
	691	3		0.779	20.6	416	
East: Northern							
1	35	3		0.076	8.9	6	1600
	35	3		0.076	8.9	6	
NorthEast: Prosperity							
1	222	3		0.349	10.4	37	1600
	222	3		0.349	10.4	37	
North: 10th Street							
1	538	3		0.633	14.4	176	1600
	538	3		0.633	14.4	176	
West: Northern							
1	155	3		0.305	11.7	29	1600
	155	3		0.305	11.7	29	
ALL VEHICLES							
	Total	%		Max	Aver.	Max	

Flow HV X Delay Queue  
1641 3 0.779 16.1 416

Peak flow period = 15 minutes.

Queue values in this table are 95% queue (feet)

Note: Basic Saturation Flows at roundabouts or sign-controlled intersections apply only to continuous lanes.

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#### Driver Characteristics Site: Prosperity and 10th

Site ID: 101  
Roundabout

Lane No.	Satn Speed mph	Satn Flow veh/h	Satn Hdwy sec	Satn Spacing ft	Average Queue Space ft	Driver Response Time sec
South: 10th Street						
1	25.9	1130	3.19	121.15	25.60	2.51
East: Northern						
1	18.3	1130	3.19	85.63	25.60	2.23
NorthEast: Prosperity						
1	16.4	1130	3.19	76.73	25.60	2.12
North: 10th Street						
1	26.6	1130	3.19	124.23	25.60	2.53
West: Northern						
1	16.3	1130	3.19	76.02	25.60	2.11

Saturation Flow and Saturation Headway are derived from follow-up headway.

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#### Lane Delays Site: Prosperity and 10th

Site ID: 101  
Roundabout

#### LANE DELAYS

Lane No.	Deg. Satn x	% Arv During Green	Prog. Factor	Delay (seconds/veh)										Geom dig	Control dic
				Min Del dm	Stop-line 1st d1	Stop-line 2nd d2	Delay Total dSL	Acc. Dec. dn	Queueing Total dq	MvUp dqm	Stopd (Idle) di				
South: 10th Street															
1	0.779	NA	NA	4.1	7.9	12.7	20.6	6.0	15.9	5.3	10.6	0.0	20.6		
East: Northern															
1	0.076	NA	NA	7.8	8.2	0.6	8.9	4.1	6.4	0.0	6.4	0.0	8.9		
NorthEast: Prosperity															
1	0.349	NA	NA	5.7	7.4	3.0	10.4	4.8	7.5	0.4	7.2	0.0	10.4		
North: 10th Street															
1	0.633	NA	NA	4.2	7.4	7.0	14.4	6.2	10.5	2.6	7.9	0.0	14.4		
West: Northern															
1	0.305	NA	NA	7.1	8.6	3.1	11.7	4.8	8.6	0.4	8.2	0.0	11.7		

HCM Delay Formula option used (Exclude Geometric Delay option applies). Control Delay does not include Geometric Delay, and Stop-line Delay is treated as being same as Control Delay.

dm: Minimum delay for gap acceptance cases

dSL: Stop-line delay (=d1+d2)

dn: Average stop-start delay for all vehicles queued and unqueued

dq: Queueing delay (the part of the stop-line delay that includes stopped delay and queue move-up delay)

dqm: Queue move-up delay

di: Stopped delay (stopped (idling) time at near-zero speed)

dig: Geometric delay

dic: Control delay

[Go to Table Links \(Top\)](#)

#### Lane Queues Site: Prosperity and 10th

Site ID: 101  
Roundabout

#### BACK OF QUEUE (VEHICLES)

Deg.	% Arv	Prog.	Ovfl.	Back of Queue (veh)	Queue Stor.	Prob.	Prob.
------	-------	-------	-------	---------------------	-------------	-------	-------

Lane No.	Satn x	During Green	Factor	Queue No	Nb1	Nb2	Nb	95%	Ratio Av.	95%	Block %	SL Ov. %
South: 10th Street												
1	0.779	NA	NA	2.2	2.6	3.9	6.5	16.2	0.10	0.26	0.0	NA
East: Northern												
1	0.076	NA	NA	0.0	0.1	0.0	0.1	0.2	0.00	0.00	0.0	NA
NorthEast: Prosperity												
1	0.349	NA	NA	0.0	0.5	0.0	0.6	1.5	0.01	0.02	0.0	NA
North: 10th Street												
1	0.633	NA	NA	0.8	1.6	1.2	2.8	6.9	0.04	0.11	0.0	NA
West: Northern												
1	0.305	NA	NA	0.0	0.4	0.0	0.5	1.1	0.01	0.02	0.0	NA

SIDRA Standard models are used for Back of Queue estimation since HCM only gives Cycle-Average Queues for unsignalised intersections.

## BACK OF QUEUE (DISTANCE)

Lane No.	Deg. Satn x	% Arv During Green	Prog. Factor	Ovrfl. Queue No	Back of Queue (ft)				Queue Stor. Ratio		Prob. Block %	Prob. SL Ov. %
					Nb1	Nb2	Nb	95%	Av.	95%		
South: 10th Street												
1	0.779	NA	NA	57.5	66.6	100.6	167.3	415.7	0.10	0.26	0.0	NA
East: Northern												
1	0.076	NA	NA	0.0	2.4	0.0	2.4	6.1	0.00	0.00	0.0	NA
NorthEast: Prosperity												
1	0.349	NA	NA	1.0	14.0	1.0	15.0	37.2	0.01	0.02	0.0	NA
North: 10th Street												
1	0.633	NA	NA	19.5	40.0	30.8	70.8	176.1	0.04	0.11	0.0	NA
West: Northern												
1	0.305	NA	NA	0.8	11.1	0.6	11.7	29.2	0.01	0.02	0.0	NA

SIDRA Standard models are used for Back of Queue estimation since HCM only gives Cycle-Average Queues for unsignalised intersections.

## OTHER QUEUE RESULTS (VEHICLES)

Lane No.	Deg. Satn	% Arv During Green	Prog. Factor	Ovrfl. Queue No	Cyc-Av. Queue No	95%
South: 10th Street						
1	0.779	NA	NA	2.2	4.0	7.2
East: Northern						
1	0.076	NA	NA	0.0	0.1	0.2
NorthEast: Prosperity						
1	0.349	NA	NA	0.0	0.6	1.2
North: 10th Street						
1	0.633	NA	NA	0.8	2.2	3.9
West: Northern						
1	0.305	NA	NA	0.0	0.5	0.9

HCM Delay Formula option used:  
Cycle-Average Queue is calculated using average delay from the HCM equation.  
(i.e. HCM delays are treated as stop-line delays for this purpose).

## OTHER QUEUE RESULTS (DISTANCE)

Lane No.	Deg. Satn x	% Arv During Green	Prog. Factor	Ovrfl. Queue No	Cyc-Av. Queue No	Queue 95%
South: 10th Street						
1	0.779	NA	NA	57.5	101.3	183.7
East: Northern						
1	0.076	NA	NA	0.0	2.2	4.0
NorthEast: Prosperity						
1	0.349	NA	NA	1.0	16.4	29.8
North: 10th Street						
1	0.633	NA	NA	19.5	55.1	100.0
West: Northern						
1	0.305	NA	NA	0.8	12.9	23.4

HCM Delay Formula option used:  
Cycle-Average Queue is calculated using average delay from the HCM equation.  
(i.e. HCM delays are treated as stop-line delays for this purpose).

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### Lane Queue Percentiles

Site: Prosperity and 10th

Site ID: 101  
Roundabout

#### LANE QUEUE PERCENTILES (VEHICLES)

Lane No.	Deg. Satn x	Percentile Back of Queue (veh)						
		50%	70%	85%	90%	95%	98%	100%
South: 10th Street								
1	0.779	6.5	8.5	11.9	13.8	16.2	18.0	19.4
East: Northern								
1	0.076	0.1	0.1	0.2	0.2	0.2	0.3	0.3
NorthEast: Prosperity								
1	0.349	0.6	0.8	1.1	1.2	1.5	1.6	1.7
North: 10th Street								
1	0.633	2.8	3.6	5.1	5.8	6.9	7.6	8.2
West: Northern								
1	0.309	0.5	0.6	0.8	1.0	1.1	1.3	1.4

SIDRA Standard models are used for Back of Queue estimation since HCM only gives Cycle-Average Queues for unsignalised intersections.

#### LANE QUEUE PERCENTILES (DISTANCE)

Lane No.	Deg. Satn x	Percentile Back of Queue (feet)						
		50%	70%	85%	90%	95%	98%	100%
South: 10th Street								
1	0.779	167.2	216.6	305.3	353.5	415.7	461.4	496.0
East: Northern								
1	0.076	2.4	3.2	4.5	5.2	6.1	6.7	7.2
NorthEast: Prosperity								
1	0.349	14.9	19.4	27.3	31.6	37.2	41.2	44.3
North: 10th Street								
1	0.633	70.8	91.7	129.3	149.7	176.1	195.4	210.1
West: Northern								
1	0.305	11.7	15.2	21.4	24.8	29.2	32.4	34.8

SIDRA Standard models are used for Back of Queue estimation since HCM only gives Cycle-Average Queues for unsignalised intersections.

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### Lane Stops

Site: Prosperity and 10th

Site ID: 101  
Roundabout

Lane No.	Deg. Satn x	% Arr During Green	Prog. Factor	-- Effective Stop		Geom. Stop Rate -- hig	Total Stops H	Queue Move-up Rate hqm	Total Queue Move-ups Hqm	Prop. Queued pq	Aver. Num. of Cycles to Depart
				he1	he2						
South: 10th Street											
1	0.779	NA	NA	0.64	0.38	0.00	1.03	709.1	0.72	495.3	1.49
East: Northern											
1	0.076	NA	NA	0.60	0.00	0.00	0.60	20.9	0.00	0.0	0.60
NorthEast: Prosperity											
1	0.349	NA	NA	0.60	0.03	0.00	0.62	138.1	0.07	14.5	0.66
North: 10th Street											
1	0.633	NA	NA	0.55	0.18	0.00	0.73	393.8	0.36	193.9	1.00
West: Northern											
1	0.305	NA	NA	0.64	0.03	0.00	0.66	103.2	0.07	11.5	0.71

hig is the average value for all movements in a shared lane  
hqm is average queue move-up rate for all vehicles queued and unqueued

[Go to Table Links \(Top\)](#)

### Flow Rates

Origin-Destination Flow Rates (Total)  
Site: Prosperity and 10th

Site ID: 101  
Roundabout

TOTAL FLOW RATES for All Movement Classes (veh/h)

From SOUTH To:	W	N	NE	E	
Turn:	L2	T1	R1	R2	TOT
Flow Rate	20.7	453.3	212.0	5.4	691.3
%HV (all designations)	3.0	3.0	3.0	3.0	3.0
From EAST To:	S	W	N	NE	
Turn:	L2	T1	R2	R3	TOT
Flow Rate	5.4	1.1	25.0	3.3	34.8
%HV (all designations)	3.0	3.0	3.0	3.0	3.0
From NORTHEAST To:	E	S	W	N	
Turn:	L3	L1	R1	R3	TOT
Flow Rate	26.1	187.0	7.6	1.1	221.7
%HV (all designations)	3.0	3.0	3.0	3.0	3.0
From NORTH To:	NE	E	S	W	
Turn:	L3	L2	T1	R2	TOT
Flow Rate	16.3	15.2	494.6	12.0	538.0
%HV (all designations)	3.0	3.0	3.0	3.0	3.0
From WEST To:	N	NE	E	S	
Turn:	L2	L1	T1	R2	TOT
Flow Rate	23.9	120.7	3.3	7.6	155.4
%HV (all designations)	3.0	3.0	3.0	3.0	3.0

Flow rates shown above are Arrival Flow Rates (veh/h) based on the following input specifications:  
Unit Time for Volumes = 60 minutes  
Peak Flow Period = 15 minutes  
Effects of Volume Factors (Peak Flow Factor, Flow Scale, Growth Rate) are included.  
Arrival Flow Rates may be less than Demand Flow Rates if capacity constraint applies in network analysis.

[Go to Table Links \(Top\)](#)

Origin-Destination Flow Rates by Movement Class  
Site: Prosperity and 10th

Site ID: 101  
Roundabout

FLOW RATES for Light Vehicles (veh/h)

From SOUTH To:	W	N	NE	E	
Turn:	L2	T1	R1	R2	TOT
Flow Rate	20.0	439.7	205.6	5.3	670.6
Mov Class %	97.0	97.0	97.0	97.0	97.0
Flow Scale	1.00	1.00	1.00	1.00	-
Peak Flow Factor	0.92	0.92	0.92	0.92	-
Residual Demand	0.0	0.0	0.0	0.0	0.0
From EAST To:	S	W	N	NE	
Turn:	L2	T1	R2	R3	TOT
Flow Rate	5.3	1.1	24.2	3.2	33.7
Mov Class %	97.0	97.0	97.0	97.0	97.0
Flow Scale	1.00	1.00	1.00	1.00	-
Peak Flow Factor	0.92	0.92	0.92	0.92	-
Residual Demand	0.0	0.0	0.0	0.0	0.0
From NORTHEAST To:	E	S	W	N	
Turn:	L3	L1	R1	R3	TOT
Flow Rate	25.3	181.3	7.4	1.1	215.1
Mov Class %	97.0	97.0	97.0	97.0	97.0
Flow Scale	1.00	1.00	1.00	1.00	-
Peak Flow Factor	0.92	0.92	0.92	0.92	-
Residual Demand	0.0	0.0	0.0	0.0	0.0
From NORTH To:	NE	E	S	W	
Turn:	L3	L2	T1	R2	TOT
Flow Rate	15.8	14.8	479.7	11.6	521.9
Mov Class %	97.0	97.0	97.0	97.0	97.0
Flow Scale	1.00	1.00	1.00	1.00	-
Peak Flow Factor	0.92	0.92	0.92	0.92	-
Residual Demand	0.0	0.0	0.0	0.0	0.0
From WEST To:	N	NE	E	S	
Turn:	L2	L1	T1	R2	TOT
Flow Rate	23.2	117.0	3.2	7.4	150.8
Mov Class %	97.0	97.0	97.0	97.0	97.0
Flow Scale	1.00	1.00	1.00	1.00	-
Peak Flow Factor	0.92	0.92	0.92	0.92	-
Residual Demand	0.0	0.0	0.0	0.0	0.0



## FLOW RATES for Heavy Vehicles (veh/h)

From SOUTH To:	W	N	NE	E	
Turn:	L2	T1	R1	R2	TOT
Flow Rate	0.6	13.6	6.4	0.2	20.7
Mov Class %	3.0	3.0	3.0	3.0	3.0
Flow Scale	1.00	1.00	1.00	1.00	-
Peak Flow Factor	0.92	0.92	0.92	0.92	-
Residual Demand	0.0	0.0	0.0	0.0	0.0
From EAST To:	S	W	N	NE	
Turn:	L2	T1	R2	R3	TOT
Flow Rate	0.2	0.0	0.8	0.1	1.0
Mov Class %	3.0	3.0	3.0	3.0	3.0
Flow Scale	1.00	1.00	1.00	1.00	-
Peak Flow Factor	0.92	0.92	0.92	0.92	-
Residual Demand	0.0	0.0	0.0	0.0	0.0
From NORTHEAST To:	E	S	W	N	
Turn:	L3	L1	R1	R3	TOT
Flow Rate	0.8	5.6	0.2	0.0	6.7
Mov Class %	3.0	3.0	3.0	3.0	3.0
Flow Scale	1.00	1.00	1.00	1.00	-
Peak Flow Factor	0.92	0.92	0.92	0.92	-
Residual Demand	0.0	0.0	0.0	0.0	0.0
From NORTH To:	NE	E	S	W	
Turn:	L3	L2	T1	R2	TOT
Flow Rate	0.5	0.5	14.8	0.4	16.1
Mov Class %	3.0	3.0	3.0	3.0	3.0
Flow Scale	1.00	1.00	1.00	1.00	-
Peak Flow Factor	0.92	0.92	0.92	0.92	-
Residual Demand	0.0	0.0	0.0	0.0	0.0
From WEST To:	N	NE	E	S	
Turn:	L2	L1	T1	R2	TOT
Flow Rate	0.7	3.6	0.1	0.2	4.7
Mov Class %	3.0	3.0	3.0	3.0	3.0
Flow Scale	1.00	1.00	1.00	1.00	-
Peak Flow Factor	0.92	0.92	0.92	0.92	-
Residual Demand	0.0	0.0	0.0	0.0	0.0

Flow rates shown above are Arrival Flow Rates (veh/h) based on the following input specifications:  
Unit Time for Volumes = 60 minutes  
Peak Flow Period = 15 minutes  
Effects of Volume Factors (Peak Flow Factor, Flow Scale, Growth Rate) are included.  
Arrival Flow Rates may be less than Demand Flow Rates if capacity constraint applies in network analysis.

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## Lane Flow Rates

Site: Prosperity and 10th

Site ID: 101  
Roundabout

## LANE FLOW RATES AT STOP LINE (veh/h)

From SOUTH To:	W	N	NE	E	
Turn:	L2	T1	R1	R2	TOT
Lane 1					
LV	20.0	439.7	205.6	5.3	670.6
HV	0.6	13.6	6.4	0.2	20.7
Total	20.7	453.3	212.0	5.4	691.3
Approach	20.7	453.3	212.0	5.4	691.3
From EAST To:	S	W	N	NE	
Turn:	L2	T1	R2	R3	TOT
Lane 1					
LV	5.3	1.1	24.2	3.2	33.7
HV	0.2	0.0	0.8	0.1	1.0
Total	5.4	1.1	25.0	3.3	34.8
Approach	5.4	1.1	25.0	3.3	34.8
From NORTHEAST To:	E	S	W	N	
Turn:	L3	L1	R1	R3	TOT
Lane 1					
LV	25.3	181.3	7.4	1.1	215.1
HV	0.8	5.6	0.2	0.0	6.7
Total	26.1	187.0	7.6	1.1	221.7
Approach	26.1	187.0	7.6	1.1	221.7
From NORTH To:	NE	E	S	W	
Turn:	L3	L2	T1	R2	TOT

<b>Lane 1</b>					
LV	15.8	14.8	479.7	11.6	521.9
HV	0.9	0.5	14.8	0.4	16.1
Total	16.3	15.2	494.6	12.0	538.0
<b>Approach</b>					
From WEST To:	N	NE	E	S	
Turn:	L2	L1	T1	R2	TOT
<b>Lane 1</b>					
LV	23.2	117.0	3.2	7.4	150.8
HV	0.7	3.6	0.1	0.2	4.7
Total	23.9	120.7	3.3	7.6	155.4
<b>Approach</b>					
	23.9	120.7	3.3	7.6	155.4

## EXIT LANE FLOW RATES

Movement Class:	LV	HV	TOT
<b>Exit: SOUTH</b>			
Lane: 1	673.7	20.8	694.6
Total	673.7	20.8	694.6
<b>Exit: EAST</b>			
Lane: 1	48.5	1.5	50.0
Total	48.5	1.5	50.0
<b>Exit: NORTHEAST</b>			
Lane: 1	341.6	10.6	352.2
Total	341.6	10.6	352.2
<b>Exit: NORTH</b>			
Lane: 1	488.2	15.1	503.3
Total	488.2	15.1	503.3
<b>Exit: WEST</b>			
Lane: 1	40.1	1.2	41.3
Total	40.1	1.2	41.3

## DOWNSTREAM LANE FLOW RATES FOR EXIT ROADS

Movement Class:	LV	HV	TOT
<b>Exit: SOUTH</b>			
Lane: 1	673.7	20.8	694.6
Total	673.7	20.8	694.6
<b>Exit: EAST</b>			
Lane: 1	48.5	1.5	50.0
Total	48.5	1.5	50.0
<b>Exit: NORTHEAST</b>			
Lane: 1	341.6	10.6	352.2
Total	341.6	10.6	352.2
<b>Exit: NORTH</b>			
Lane: 1	488.2	15.1	503.3
Total	488.2	15.1	503.3
<b>Exit: WEST</b>			
Lane: 1	40.1	1.2	41.3
Total	40.1	1.2	41.3

Flow rates shown above are Arrival Flow Rates (veh/h) based on the following input specifications:  
 Unit Time for Volumes = 60 minutes  
 Peak Flow Period = 15 minutes  
 Effects of Volume Factors (Peak Flow Factor, Flow Scale, Growth Rate) are included.  
 Arrival Flow Rates may be less than Demand Flow Rates if capacity constraint applies in network analysis.

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## Other

## Parameter Settings Summary

Site: Prosperity and 10th

Site ID: 101

Roundabout

\* Basic Parameters:  
 Intersection Type: Roundabout  
 US HCM 2010 Roundabout Capacity Model used  
 Driving on the right-hand side of the road  
 Input data specified in US units  
 Model Defaults: US HCM (Customary)  
 Peak Flow Period (for performance): 15 minutes  
 Unit time (for volumes): 60 minutes.  
 HCM Delay Model option used

HCM Queue Model option used  
Level of Service based on: Delay and v/c (HCM 6)  
Queue percentile: 95%

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Diagnostics  
Site: Prosperity and 10th  
Site ID: 101  
Roundabout

Lane Flow-Capacity Iterations:  
Site Model Variability Index (Iterations 3 to N): 0.0%  
Number of Iterations: 3 (Maximum: 10)  
Other Diagnostic Messages (if any):

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Organisation: O'ROURKE ENGINEERING & PLANNING | Processed: Thursday, April 16, 2020 2:12:35 PM  
Project: C:\Users\Susan\Documents\Projects\Palm Beach County\Lake Park\10th and Prosperity\Roundabout\Prosp. 10th.oval.sip8

**Attachment B**  
**2020 Local Initiatives Program Overview**



## 2020 Local Initiatives (LI) Program Overview

Palm Beach Transportation Planning Agency

*The purpose of the Palm Beach Transportation Planning Agency's (TPA) Local Initiative (LI) Program is to help advance lower-cost, non-regionally significant transportation projects identified by our communities. Funding is available by Fiscal Year, starting July 1<sup>st</sup> of the previous calendar year.*



### FUNDING AVAILABILITY

Application Deadline:	February 28, 2020
Total Available Funding:	~\$20M/year
Grant Reimbursement Maximum:	\$5,000,000
Grant Reimbursement Minimum:	\$250,000

### PROJECT ELIGIBILITY *Eligible projects are as follows:*

#### Complete Street projects - including:

Lane Narrowing	Transit Infrastructure	Turn Lanes
Lane Elimination	Intelligent Transportation Systems (ITS)	Traffic Signals
Bicycle Facilities	Median Modifications	Striping and Marking
Pedestrian Facilities	Signing and lighting	

**Transit capital** - Vehicle purchase and shelter construction. Can also pay up to 50% of a 3-year turn-key contract for new transit service (e.g. trolley service).

**Non-motorized infrastructure** - Separated, buffered or designated bike lanes, sidewalks, shared-use paths, and pedestrian lighting.

**Freight efficiency** - Airport or seaport off-site road capacity improvements, railway capacity improvements, truck movement improvements.

### ELIGIBLE PROJECT SPONSORS

- Municipalities
- County
- State
- Transit agencies
- Tribal governments
- Federal agencies





## 2020 Local Initiatives (LI) Program Overview

### Palm Beach Transportation Planning Agency

#### PROGRAM GUIDELINES

- An applicant may submit a maximum of two (2) applications, with the exception of Palm Beach County who may submit a maximum of six (6) applications across all departments. Only the highest ranked eligible project application from each agency will be included in the TPA's draft List of Priority Projects, unless the applicant's project lead provides the TPA with a preferred rank of their own projects. Palm Beach County may have up to three (3) projects included in the first round. If funding permits, remaining eligible project applications will be added according to the order of prioritization until funding is exhausted.
- An application must score a minimum of 25 out of 100 points in order to be eligible for Board approval on the TPA's List of Priority Projects.
- Applications are limited to a minimum request of \$250K and maximum funding amount of \$5M, inclusive of all project phases.
- Applications must be submitted online via the application portal pursuant to program schedule.
- Applications must include all required documents listed in the Submittal Checklist.
- Applications will be scored and ranked via the scoring system derived from the TPA's 2045 Long Range Transportation Plan (LRTP) adopted goals, objectives and targets and described more specifically in the Scoring Criteria table.
- The TPA Board makes the final decision regarding inclusion of an application on the TPA's List of Priority Projects and may waive any of the above requirements.
- Projects sponsors are responsible for covering all unanticipated cost increases, including but not limited to price inflation and increases in the cost of construction. Sponsors should anticipate covering these increases with Local Funds by the time the project is ready for construction.



## 2020 Local Initiatives (LI) Program Overview

Palm Beach Transportation Planning Agency

### SCHEDULE

Date	Activity and Deadline
October 17, 2019	<b>Program Kick-off.</b> TPA Board approves program.
November 1, 2019	<b>Program Application Workshop.</b> FDOT and TPA hold workshop to review program application, scoring criteria, schedule, and project implementation requirements. TPA distributes program overview and application information to local agencies and opens online application portal.
November 4, 2019 - January 31, 2020	<b>Pre-Application Meetings.</b> Applicants participate in a required one-on-one meeting with TPA and FDOT representatives to discuss project specifics and clarify application requirements.
February 28, 2020	<b>Application Deadline.</b> Applicants submit applications, including community letters of support, via online application portal by 5 p.m. TPA provides completed applications to FDOT.
March 6, 2020	<b>TPA Submits Project List and Tentative Ranking to FDOT.</b> TPA submits tentative project rankings to FDOT for project feasibility and eligibility determination.
March 27, 2020	<b>First Email to Applicants.</b> After initial application review, FDOT emails applicants requesting additional clarification needed before field reviews. If ineligible, TPA to send formal response.
April 3, 2020	<b>Applicant Responses Due.</b> Applicants provide FDOT and TPA responses to requested clarifications.
April 6 - 17, 2020	<b>Field Visits.</b> FDOT and applicants perform field reviews to ensure potential project is constructible, requires no right-of way acquisition, and determine if drainage is warranted.
April 27, 2020	<b>Second Email to Applicants.</b> FDOT sends an email to applicants with comments on issues / concerns, clarifications, updated cost estimates, and/or requests for missing or updated documentation.
April 30, 2020	<b>Resolution of Support Due to TPA.</b> Applicants must submit a resolution from their governing body and/or the governing body of the facility owner endorsing the project and committing to funding of operations and maintenance.
May 11, 2020	<b>Response from Applicants Due.</b> Deadline for applicants to resolve outstanding eligibility issues and submit final requested documentation to FDOT and TPA.
May 29, 200	<b>FDOT D4 returns Eligibility Determinations.</b> FDOT sends TPA final eligibility determinations to finalize draft priority ranking.
July 1-2, 2020	<b>Draft List of Priority Projects to Committees.</b> TPA staff presents draft prioritized list of eligible applications to committees for review and input for TPA Board consideration.
July 16, 2020	<b>Final Priority List Approval by TPA Board.</b> TPA Board approves final List of Priority Projects.
July 29, 2020	<b>Submit Project Priorities to FDOT.</b> TPA submits adopted List of Priority Projects to FDOT and notifies applicants of final priority rankings.



## 2020 Local Initiatives (LI) Program Overview

Palm Beach Transportation Planning Agency

**2020 LI SCORING TABLE Highest Possible Score = 100**

Criteria	Value	Scoring	Max
Project improves non-motorized safety by providing: NOTE: Multiply length (up to 2 miles) by factor shown in Value column. Double points if:  + Pedestrian facility is in a Tier 1 Pedestrian Location + Bicycle Facility is in a Tier 1 Bicycle Location	separated or raised bicycle lanes -4	8	20
	10ft+ shared-use pathways - 4	8	
	8ft paved pathways - 3	6	
	buffered bike lanes - 3	6	
	designated bike lanes - 2	4	
	new sidewalks - 2	4	
	sidewalk or shared use path widening - 0.5	1	
Project improves safety and/or convenience for non-motorized users (i.e. provide safe access to daily needs for non-drivers, including children, older adults, and individuals with disabilities)		5	5
Project improves performance of hurricane evacuation route		3	3
Project mitigates impacts of sea level rise		2	2
Project improves infrastructure in unacceptable condition with widespread advanced signs of deterioration; potential imminent failure		6	6
Project improves infrastructure in poor condition and mostly below standard, approaching the end of its service life, exhibiting significant deterioration and of strong risk of failure		4	
Non-capacity project implements TSM strategies		7	10
Non-capacity project implements TDM strategies		3	
Capacity project improves congested Thoroughfare intersection(s) where critical sum >1400		5	
Capacity project expands fiber optic traffic signal network		3	
Capacity project expands CCTV camera coverage area on principal arterials		2	5
Local Implementation via Local Area Participation (LAP) Agreement or FTA Flex		5	
FDOT Implementation on State Highway System with Local Funding for design		3	
FDOT Implementation with Local Funding for design		1	
Applicant cancels a previously prioritized and funded project within the past 12 months		-5	5
Median Household income within 1 mile of project vs PBC median income (\$57,256)	< 60% (\$34,354)	5	
	60 - <80% (\$34,354 - \$45,805)	3	
	80% - <100% (\$45,805 - \$57,256)	1	
Traditionally underserved population percentage within 1 mile of project	>80%	5	5
	>60 - 80%	4	
	>40% -60%	3	
	>20% - 40%	2	
	5-20%	1	5
Project is endorsed by members of benefit area (HOA, POA, petition, etc.)		3	
Project has been tested a pilot/pop-up with local funds		2	8
Project will have positive environmental impacts (i.e. mitigation activity, pollution prevention & abatement, stormwater management, etc.)		5	
Project provides alternative fuel modes of transportation		3	5
Project improves capacity on congested SIS facility/connector or non-SIS truck route	v/c > 1.2	5	
	v/c > 1.1	3	
	v/c > 1	1	
Project improves efficient movement of freight in region		5	5
Project improves non-motorized facilities at an interchange, bridge, or railroad crossing		6	6
Project improves service at a transit hub		6	10
Project reduces transit travel time		4	

100



## 2020 Local Initiatives (LI) Program Overview

### Palm Beach Transportation Planning Agency

#### HOW TO APPLY

1. **Attend the TPA Funding Programs Workshop - November 1, 2019 (optional)**  
Learn about project eligibility, Local Agency Program Certification, and have your specific questions answered by FDOT and TPA Staff.
2. **Attend Pre-Application Meeting with TPA and FDOT staff (required)**  
All applicants must attend a pre-application meeting with TPA and FDOT between November 4, 2019 and January 31, 2020. TPA will schedule these meetings with FDOT and applicants.
3. **Gather the required documents**  
Each project submittal requires an application, online form, and supporting documents outlined in the Submittal Checklist provided below. Missing or late documents may result in project ineligibility.
4. **Submit via online application portal**  
The application process requires the submittal of the application document with associated attachments via the online application portal that can be accessed once live at: [www.PalmBeachTPA.org/li](http://www.PalmBeachTPA.org/li)
5. **Stay Updated**  
Follow the Program Schedule and look out for emails from TPA and FDOT regarding your project application.



## 2020 Local Initiatives (LI) Program Overview

Palm Beach Transportation Planning Agency

### SUBMITTAL CHECKLIST

*Please use the following checklist to ensure you are including all documents required to be submitted with your application:*

- ☐ Application
- ☐ Must attend Pre-Application meeting
- ☐ Location Map (Aerial)
- ☐ Photograph of project location before construction
- ☐ Typical Section (Existing and Proposed)
- ☐ Detailed Cost Estimate Spreadsheet (prepared and signed by a Professional Engineer from the Agency's Engineering Office)
- ☐ Right-of-Way Ownership Verification (Plats, deeds, prescriptions, certified surveys and/or easements)
- ☐ Community letters of support (due February 28, 2020)
- ☐ Commitment Letter from administering agency's director of Engineering or Public Works Department clearly indicating they will "administer and construct the project if funded by the Palm Beach Transportation Planning Agency's (TPA) Local Initiatives (LI) Program".
- ☐ Participate in FDOT Field Visit (to be scheduled on a weekday April 6-17)
- ☐ Proof of public outreach and support required if proposed project modifies a roadway that provides primary access to a single-family residential lots.
  - Must have > 25% of all landowners in support of the project, whose parcel is directly adjacent to the project. If > 10% of adjacent landowners oppose the project, then the project will not be eligible.
  - The following documentation must be submitted with the application in the form of:
    - Responses to mail outs sent to landowners/residents; Or,
    - Sign-In signatures and input obtained at a neighborhood/public meeting.

NOTE: Attendance at a council meeting for the resolution of support is not considered a public outreach meeting.
- ☐ Resolution of support from the facility owner(s) clearly indicating that the project may be constructed as proposed and committing to fund ongoing operations and maintenance of the project - due within 60 days of application due date (April 30, 2019). Resolutions for projects to be administered by FDOT must also include language clearly stating the project "may be administered and constructed by FDOT on behalf of the (ROW owner)."





## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** March 1, 2023

**Agenda Item No.**
**Agenda Title:** Parks Master Plan Prioritization Discussion.

- |  |  |
|--|--|
| <input type="checkbox"/> SPECIAL PRESENTATION/REPORTS<br><input type="checkbox"/> BOARD APPOINTMENT<br><input type="checkbox"/> ORDINANCE ON 1 <sup>st</sup> READING<br><input checked="" type="checkbox"/> <b>NEW BUSINESS</b><br><input type="checkbox"/> OTHER: _____ | <input type="checkbox"/> CONSENT AGENDA<br><input type="checkbox"/> OLD BUSINESS |
|--|--|

**Approved by Town Manager**
*Acrina*
**Date:** 2/23/2023
Nadia Di Tommaso / Community Development Director

Name/Title

<b>Originating Department:</b>  <div style="text-align: center;"><b>Community Development</b></div>	Costs: <b>N/A at this time</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <div style="text-align: center;">→ <b>Approved Parks Master Plan</b></div>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>ND</u> or Not applicable in this case <b>Please initial one.</b>

### Summary Explanation/Background:

On August 17, 2022 the Town Commission approved a Parks Master Plan for Kelsey and Lake Shore Parks pursuant to Resolution 48-08-22. In follow-up to this approval, the children's playground was completed in the park. Given the vast number of projects identified in the Parks Master Plan, it was always intended to bring back a discussion item to the Commission for direction on which projects should be prioritized in the plan. All projects are contingent on available funds, for which none are available in the current fiscal year other than the intended repurposing/restripping of the courts to accommodate pickleball on the west side of Lake Shore Drive. Grant funds may be required to implement certain projects and Staff will continue seeking available grants to match other funding sources that may be become available.

If the Commission prefers that Staff prioritize the projects that we deem most appropriate both from a funding perspective and from a logistical and operational perspective, we can certainly do so. For example, we have been recently discussing opportunities to increase special events in the parks so as to attract more individuals to the Town. While this would require additional internal resources (staffing, funds, and other), with this idea in mind, it may be important to prioritize the Master Plan's: *improved shrubs, ornamental/canopy trees, palm trees, accent paving improvements, sidewalk improvements and entryway/gateway upgrading, along with possibly some lighting improvements and covered seating area with some shade structures*, before other capital improvements are funded and made. These combined improvements would serve as a beautification effort for both special events and for the community as a whole, while also addressing safety through better lighting. These are just some preliminary thoughts. Staff is open to the Commission's ideas.

All prioritization ideas shared at tonight's meeting will then be further discussed internally as it relates to next fiscal year's budget, a process that will commence next month. The 5-year capital improvements schedule is also overdue for updating and it can incorporate the projects discussed this evening over the next 5-year horizon (and will be brought forward in the next few months).

Please refer to page 25 of the Parks Master Plan for the approved Master Park Plan. Also refer to pages 47 through 50 of the Parks Master Plan for the future opportunities that are also identified, along with the opinions of cost for the various projects (all costs will need to be updated when a project is selected for implementation).

**Recommended Motion:** For discussion and direction on desired projects to pursue in Fiscal Year 24 (and beyond), contingent on available funds.





# KELSEY PARK MASTER PLAN

TOWN OF LAKE PARK • FL

AUGUST • 2022



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# EXECUTIVE SUMMARY

We were challenged to reimagine Kelsey and Lake Shore Parks as one unified park and a world-class urban waterfront park destination. Through this process we heard from many residents and users on what they love about the park, what is missing, and what needs to be changed. Our guiding principles that developed this design are as follows:

- Create a park that can be purposed and programmed with a variety of different spaces and options. This design is the backbone of new opportunities for events – fitness and yoga, music, arts (both performing and visual), food and festivals.
- Keep the elements that are successful (playground, sports courts, fishing, walking trails) and build upon them with new experiences (splash pad, festival space, adult and young adult activities).
- Develop a park experience that is multi-generational and has activities for all – from those that are young and old, tennis athletes to power-walkers, sports fishers to naturalists.
- Be sustainable so that the park will be here for another 100 years. Use low impact design techniques, native and natural materials, establish resiliency to climate impacts.



Existing Lake Shore Park Fountain



# EXISTING CONDITIONS

## I. SITE ANALYSIS

Located at the eastern terminus of Park Avenue between Federal Highway/US-1 and the Lake Worth Lagoon, Kelsey Park has functioned as the main community park and gathering space since the Town's founding in 1923. Lake Park is hoping to re-imagine this critical community space by activating it's urban and waterfront setting, upgrading amenities and uses, and unifying Kelsey and Lake Shore Parks into one cohesive space.

WGI conducted a thorough analysis of the existing conditions at Kelsey and Lake Shore Parks. The following graphics show our analysis of the existing programmatic spaces, circulation to and throughout the parks, existing facilities, memorials, dedications, and utilities. A more in-depth analysis of each existing condition can be found in the Site Inventory Analysis.



Existing Kelsey Park waterfront and seawall

**Figure 1: Park Location**

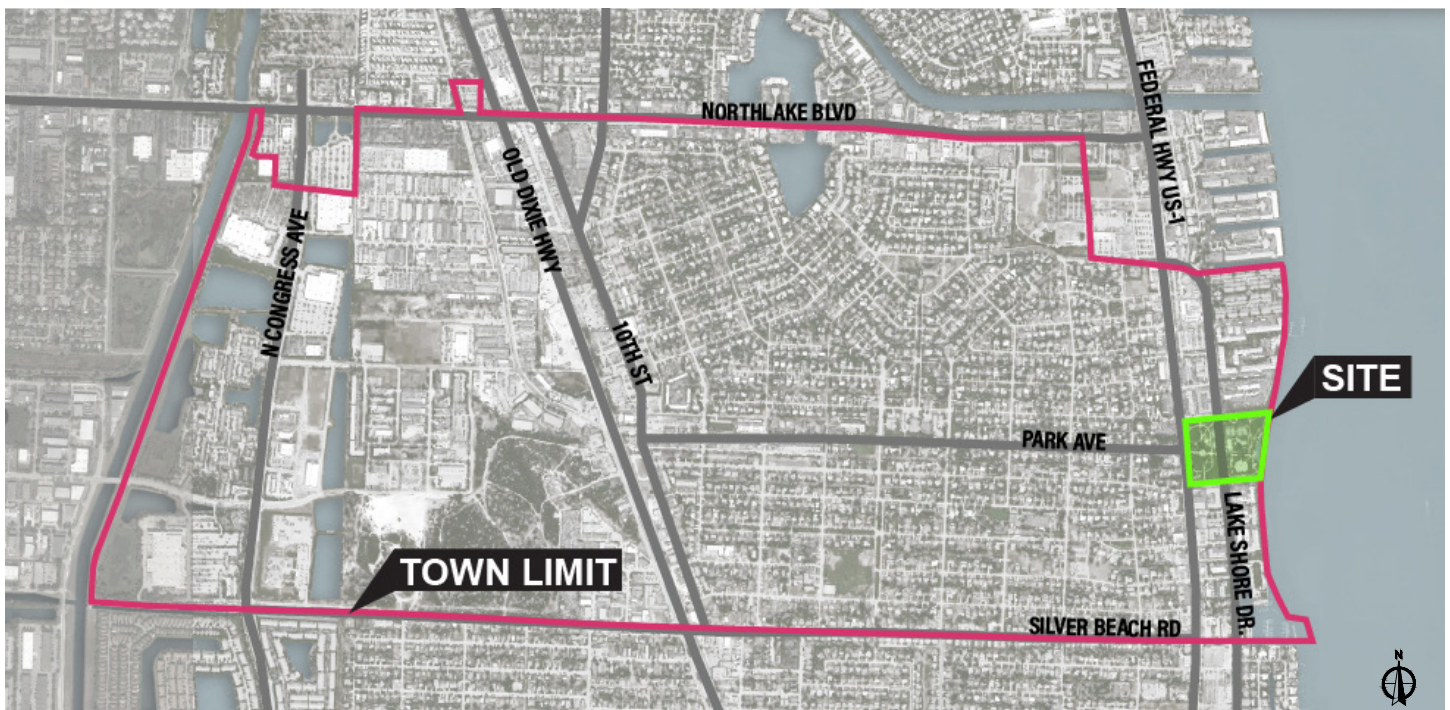




Figure 2: Park Location &amp; Surroundings

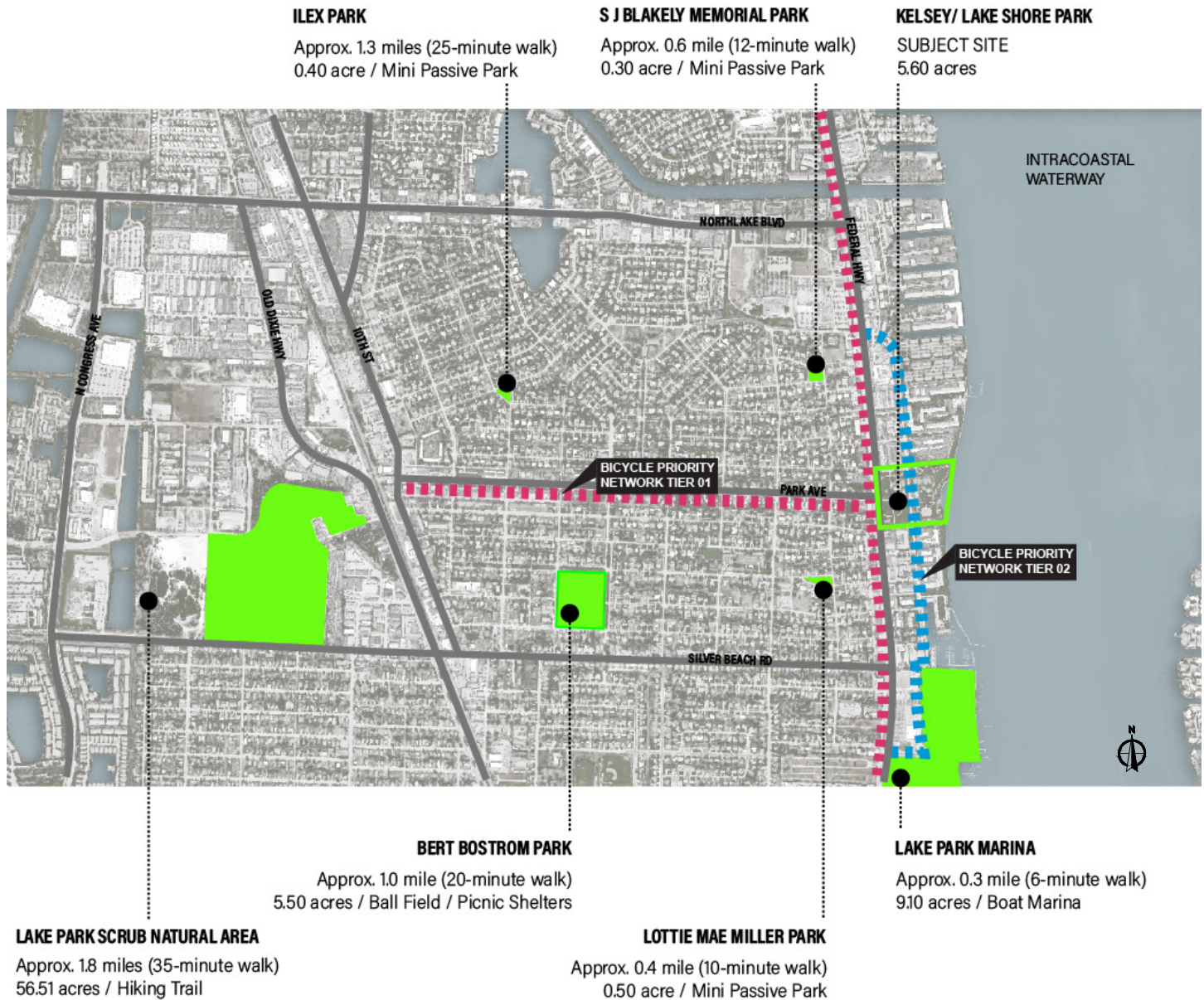
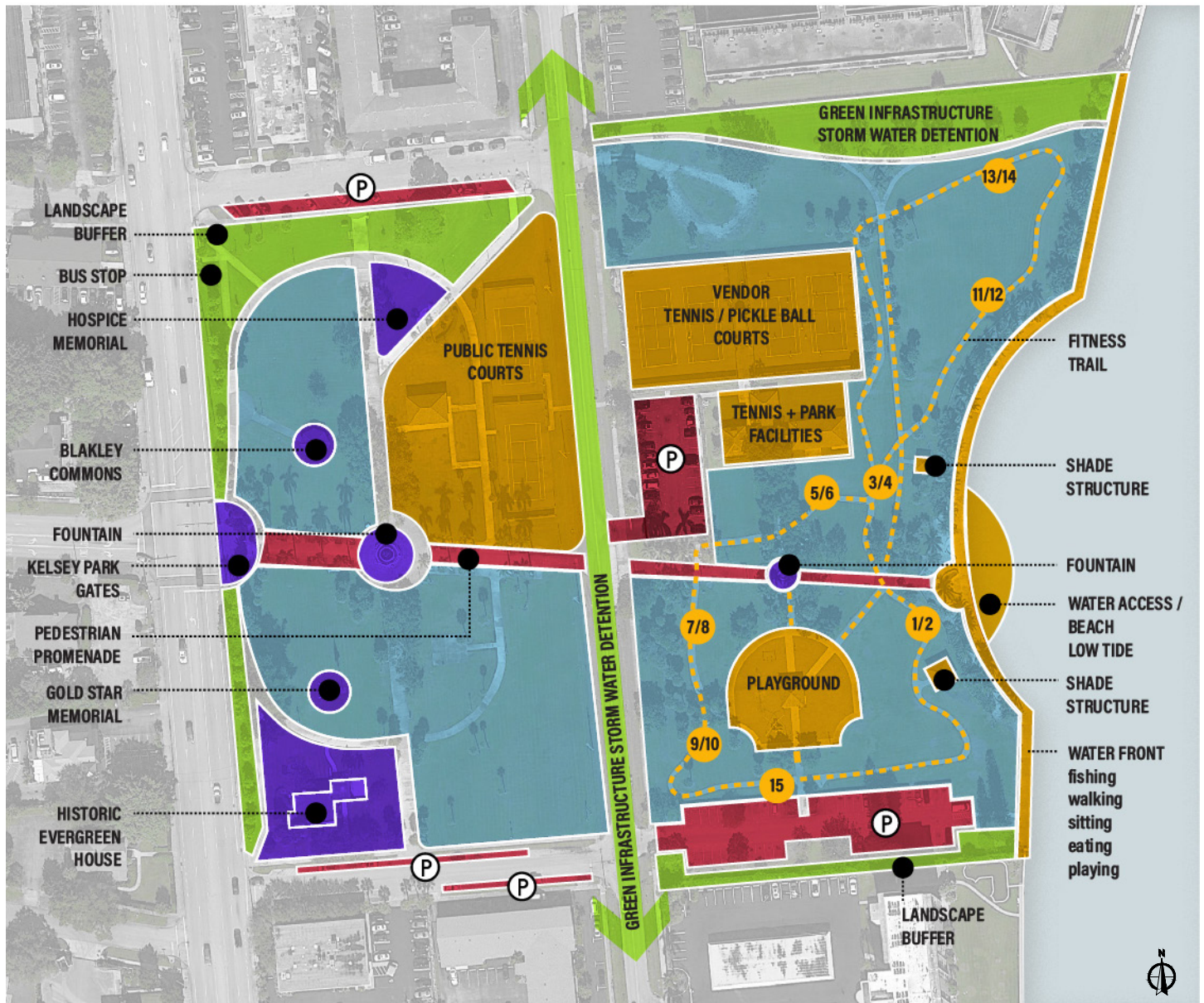




Figure 3: Existing Program

**LEGEND**

- MEMORIALS
- GREEN INFRASTRUCTURE
- PASSIVE RECREATION
- ACTIVE RECREATION
- ACCESS & CIRCULATION
- P PARKING
- FITNESS TRAIL
- ## EXERCISE EQUIPMENT STATION, TYP.



Figure 4: Existing Circulation

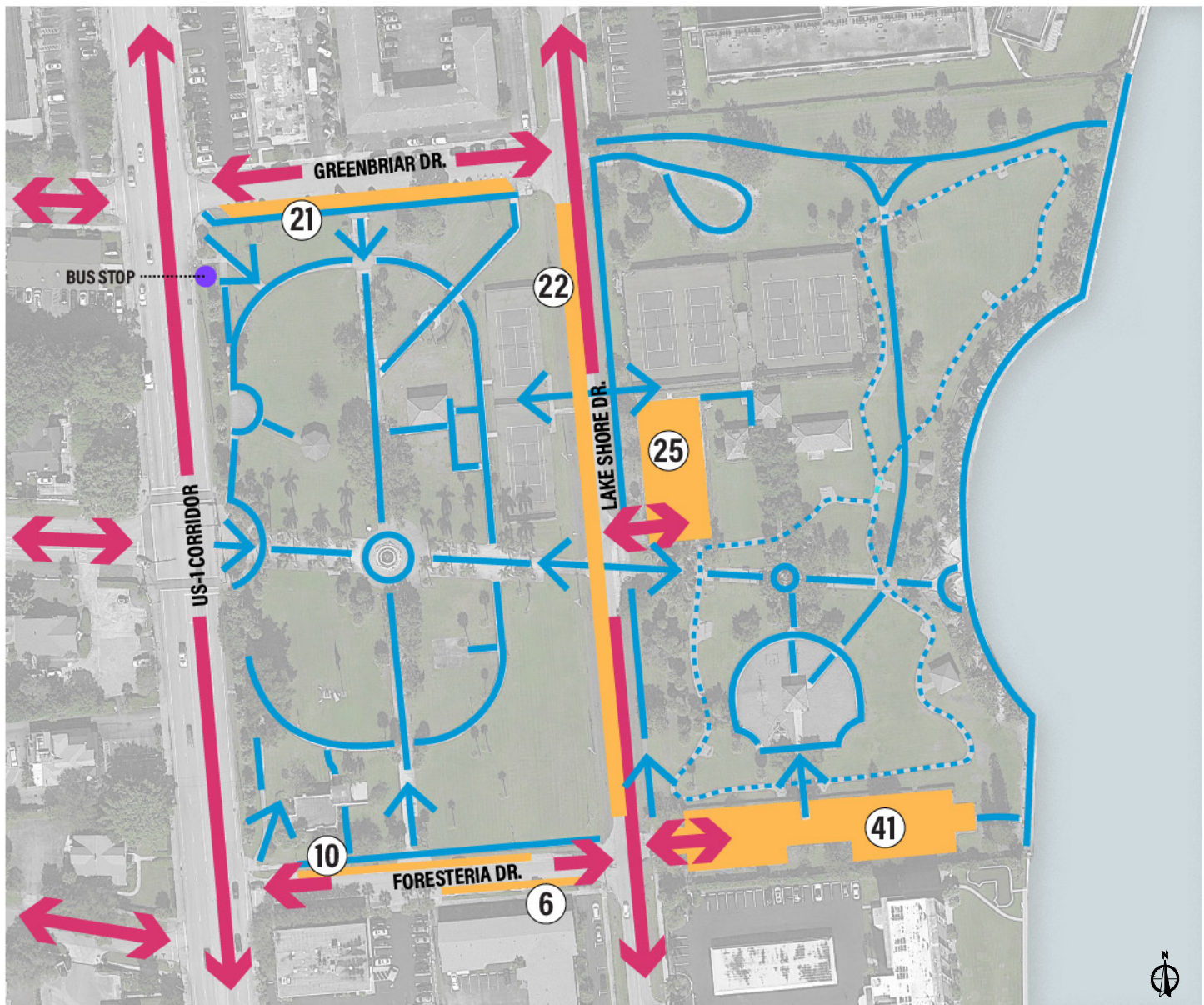
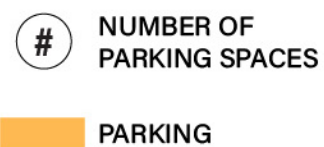
**LEGEND**



Figure 5: Existing Facilities &amp; Structures





Figure 6: Existing Memorials and Dedications

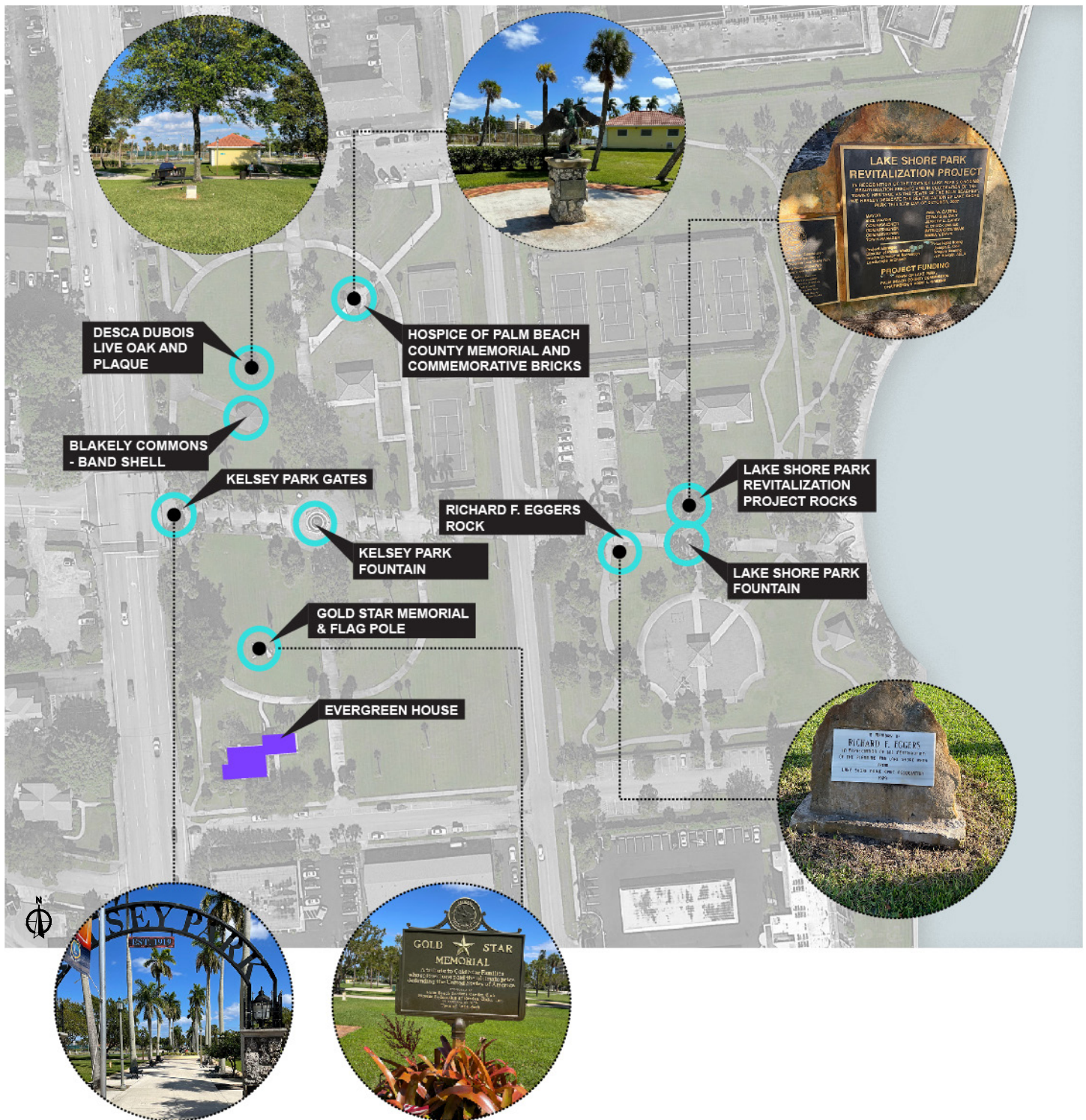
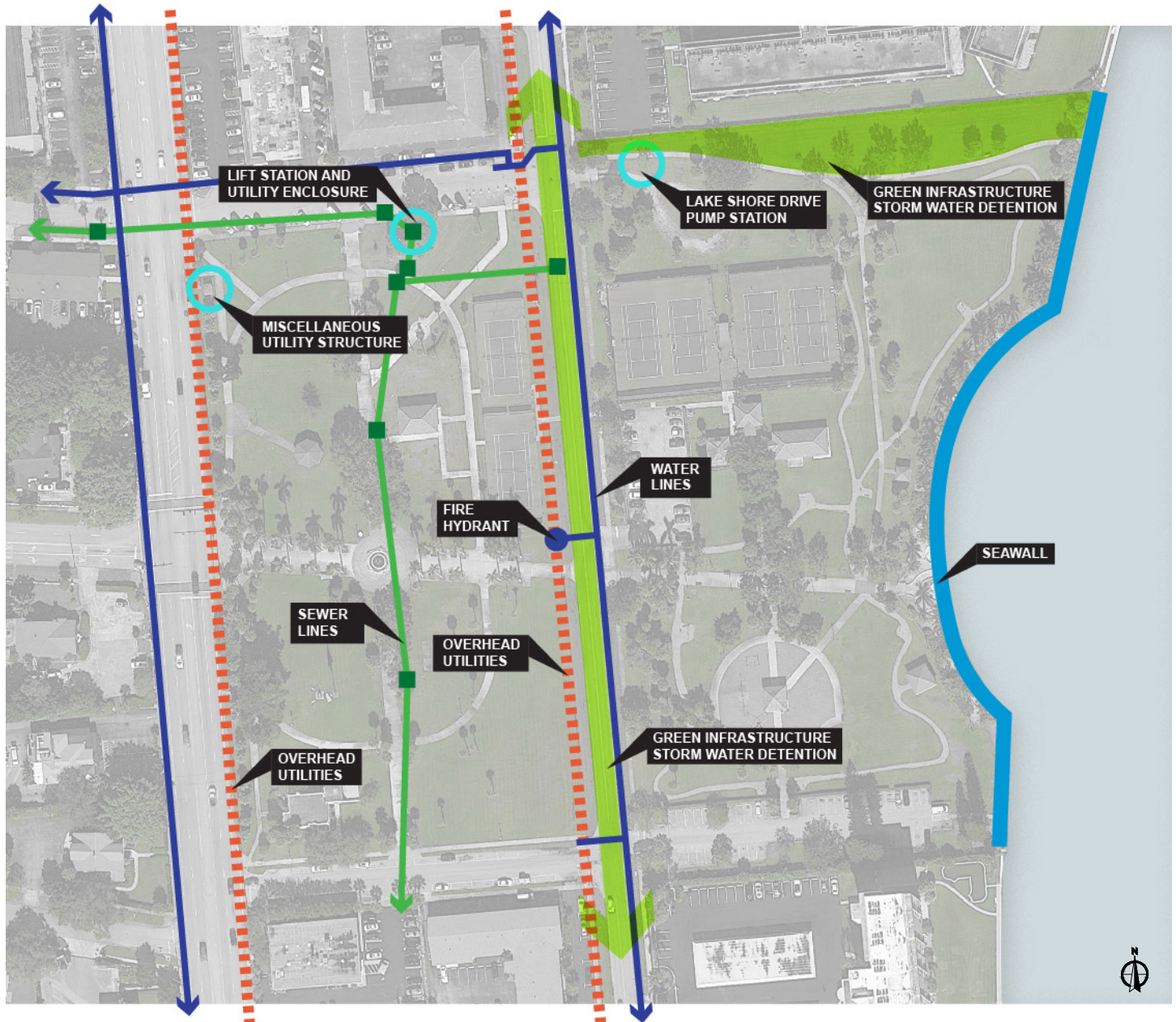




Figure 7: Existing Utilities and Infrastructure



## II. SITE VISIT

On March 21, 2022, WGI completed a site visit to review and document the existing conditions of the site (Kelsey/Lake Shore Parks). During the visit, data was collected by means of field notes and photographs to survey the site.



Existing shade trees and palms



**Figure 8: Site Visit - Visual Park Inventory**

Northern view of the seawall.



Southern view of the seawall.



Northern view of the waterfront.



Existing shade tree.



Water feature.



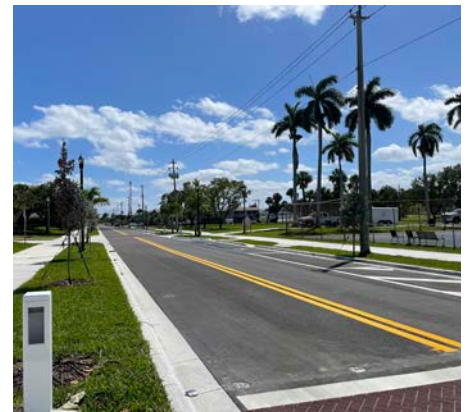
Central pedestrian walkway.



Kelsey Park Blakely Commons gazebo.



Lake Shore Drive on-street parking.



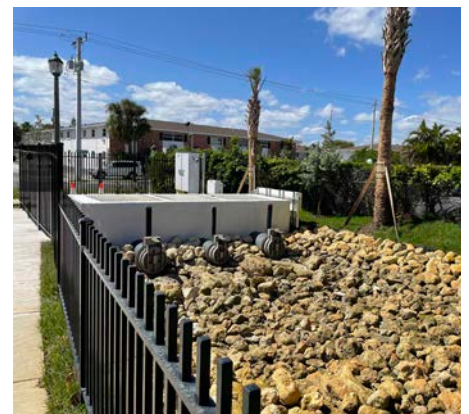
Lake Shore Drive on-street parking.



Existing landscape along the site's northern edge.



Existing drainage along the site's northern edge.



Existing drainage along the site's northern edge.





Existing trash can style 1.



Existing trash can style 2.



Existing trash can style 3.



Existing bench style 1.



Existing bench style 2.



Existing bench style 3.



Historic Kelsey Park gated entryway.



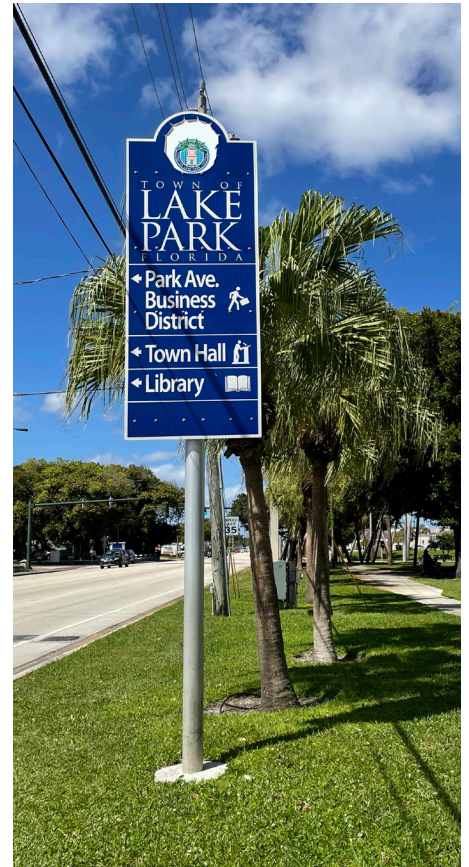
Kelsey Park entryway sign.



Existing bike rack.



Existing workout equipment.



Lake Park wayfinding sign.



# PUBLIC OUTREACH

## I. PREVIOUS TOWN OUTREACH

The Town of Lake Park hosted a community workshop on February 27, 2021, to collect preliminary data on the public's opinions on the future of Kelsey Park. The Town's centennial in 2023 was mentioned as a reason to re-envision the park. The Town presented information to the public regarding the park, principle of good public spaces, and finished with a survey that asked participants what elements they want to see in the new park and where they wanted them located.

The workshop showed a public interest in improving the aesthetics, maintenance, and upkeep of the park, with added safety and programming as opposed to major shifts in infrastructure or amenities. The most popular concepts were the playground, paddle board/kayak launch, public seating, fishing pier, jogging path, and splash pad.

The feedback was broken down by Kelsey Park and Lake Shore Park. The most desired amenities for the Kelsey Park section included;

- Children's Playground (13)
- Jogging Field (11)
- Food Truck Court (10)
- Open Field (10)
- Public Seating (10)
- Public BBQ Grills (10)

The most desired amenities for the Lake Shore section of the new park were;

- Paddle Board/Kayak Launch (25)
- Fishing Pier (24)
- Children's Playground (22)
- Public Seating (19)
- Splash Pad (13)

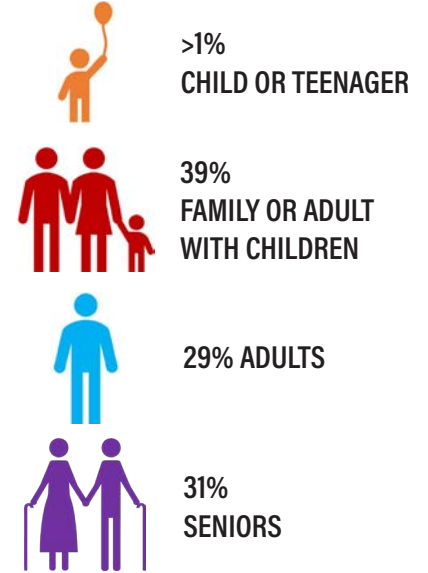
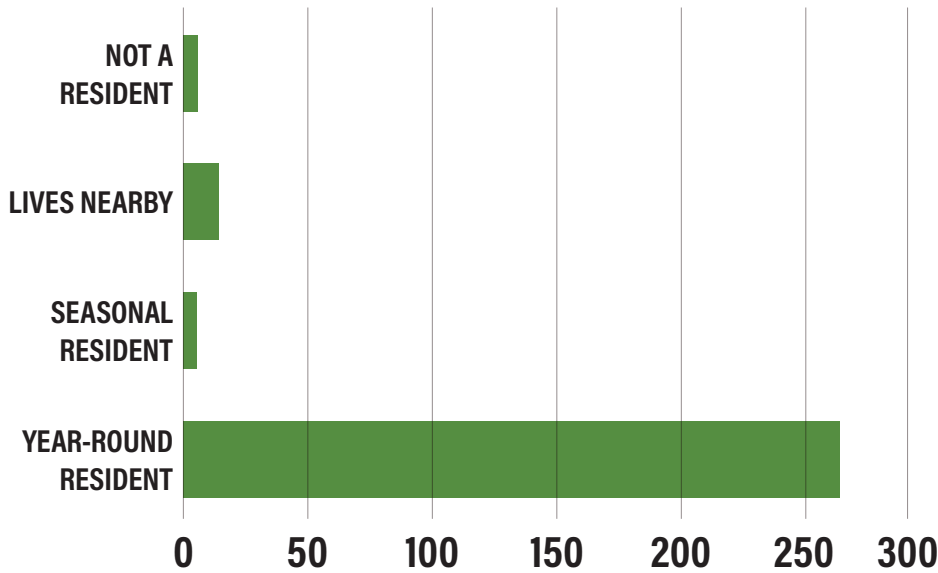
## II. WGI SURVEY

WGI developed a survey to collect feedback on the community's priorities and preferences for the future Kelsey Park. Printed copies of the survey were distributed to the public and it was also accessible online through the Town's website. The survey consisted of 12 questions dealing with how the community currently uses the park, how they would like to use it in the future, amenity preferences, safety, and programming. The survey was translated into Spanish and Haitian Creole to maximize participation from non-English speaking residents. WGI also partnered with the local schools and churches to reach Lake Park's school-aged youths, as well as its large Haitian community. In total, 288 people participated in the public survey.

Results of the public survey are showcased on the following pages.



Figure 9: Public Survey Results

*Which of the following best describes you?**How do you usually get to Kelsey/Lake Shore Park?*

**57%**  
WALK



**30%**  
CAR

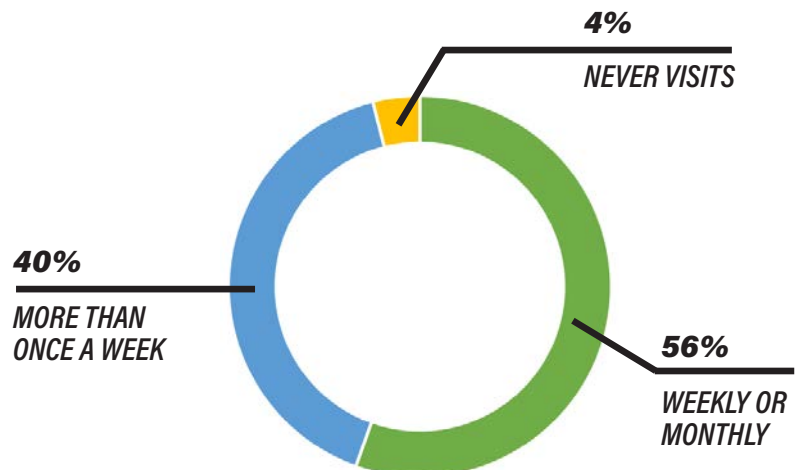


**10%**  
BIKES AND  
SCOOTERS



**3%**  
GET THERE BY  
OTHER MEANS

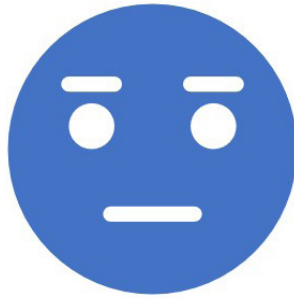
**0%**  
BUS / UBER / LYFT  
/ DROP-OFF

*How often do you visit Kelsey/Lake Shore Park?*

*In general, how safe do you feel at Kelsey/Lake Shore Park?*



**37%** feel comfortable during the day or night



**55%** feel comfortable only during the day



**4%** feel uncomfortable any time of day



**4%** feel uncomfortable any time of day or night

*"We need to constantly bring in more traffic to the park at night. It's deserted and very unsafe when the pickleball activities are not going on. I don't play pickleball but I walk my dog on a daily basis and I certainly feel much safer when all those people and cars are around."*

*How do you want to use Kelsey/Lake Shore Park in the future?*

- Results showed a liking towards **passive activities, water access, children's activities, and community events.**
- 35%** of respondents chose sports courts, fishing, food and drinks, and cultural or art-focused attractions.
- The lowest ranking options were family gatherings and dog related activities.



Example of a splash pad



Example of a movie in the park community event

## What do you do when you go to parks other than Kelsey/Lake Shore Park?

- The results leaned towards **passive activities, water access, and community events.**
- 25%** of respondents chose fishing, sports courts, activities with your dog, family or community gatherings, and other activities not listed.
- Other events worth noting are food and children's activities, food and drinks, and cultural or art focused attractions.



Example of an oceanside art festival



Example of live music in the park



Water access in Delray Beach

## What park amenities need to be improved or are unsatisfactory?

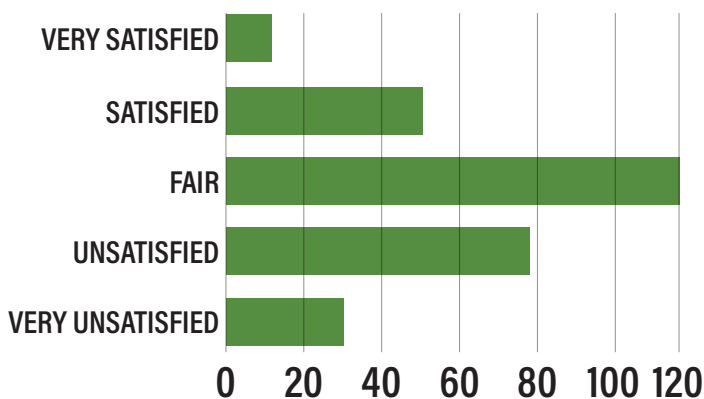
**66%** voted that the park lacks satisfactory;

- Children's amenities
- Shade (canopy trees)
- Water access, lighting / night time visibility
- Adult amenities

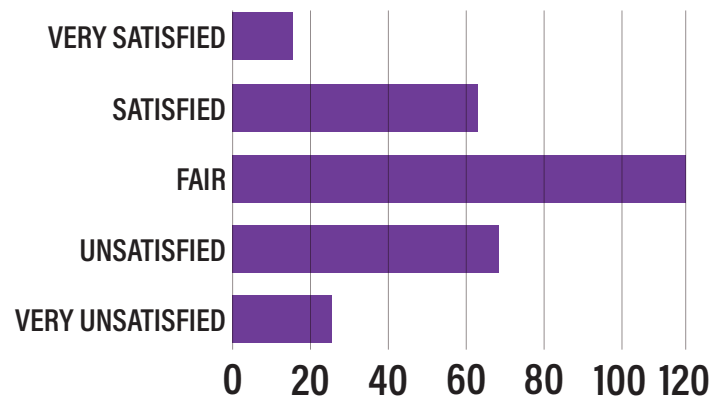
**33%** voted that the park lacks adequate;

- Bike rack availability
- Pavilions
- Public seating
- Parking availability

## How would you rate the frequency of public programming held at the park?



## How would you rate the quality of public programming held at the park?





### III. PUBLIC DESIGN CHARRETTE

WGI hosted a public charrette on May 21, 2022. The charrette was broken up into three planning exercises.

#### A. Visual Preference Survey

First, participants were asked to vote in a visual preference survey to better narrow down their priorities and desires for the future Kelsey Park. Elements the public voted on in the visual preference survey included future programming, water-based activities, seawall designs, art and memorial concepts, planting strategies, and park layout. The survey showed that the public is interested in a more naturalized and passive park space that has the ability to host community events, festivals, and farmers markets. There was a strong desire to better utilize the waterfront and increase water access. Results are shown on the following pages.

**Figure 10: Charrette Visual Preference Survey Results**  
*Programming*



Arts or Farmers Market



Picnic Gazebos



Community Events



Formal Amphitheater

#### Choice

#### Votes

Arts & Crafts and/or Farmers Market	15
Picnic Gazebos	13
Community Event/Gathering Area	12
Formal Amphitheater	11
Informal Outdoor/Group Fitness	11
Playable Water Feature/Splash Pad	9
Food Truck Court	8
Picnic Area with BBQ Stands	8
Small Food and Drink Kiosk	7
Dog Park	7
Medium Restaurant/Waterfront Bar	5
Formal Outdoor Fitness	4
Informal Performance Space	3
Traditional Splash Pad (Playground)	3
Large Restaurant/Waterfront Bar	2
Active Recreation Sport Courts	1



Public voting on the visual preference survey

## Water-Based Programming

Choice	Votes
Boardwalk/Overhang Walkway with Beach Access	11
Small Floating Kayak Launch Off Pier	9
Fishing from Seawall	7
Beach/Swimming	6
Fishing Pier	6
Small Bait and Tackle Shop	5
Kayak and Watercraft Rentals & Tours	4
Seawall with Docking & Public Boat Slips	0

## Seawall Concept



Stepped Concrete Seawall



Living Shoreline

Choice	Votes
Stepped Concrete Water Access	13
Naturalized Living Shoreline	10
Mangrove Islands Living Shoreline	9
Traditional Seawall & Intercoastal Park	8
Lighting Seawall at Night	6
Mangrove Lined Living Shoreline	5
Boulder Re-enforced Seawall with Beach	5
Intracoastal Park and Boardwalk	3

## Art & Memorials



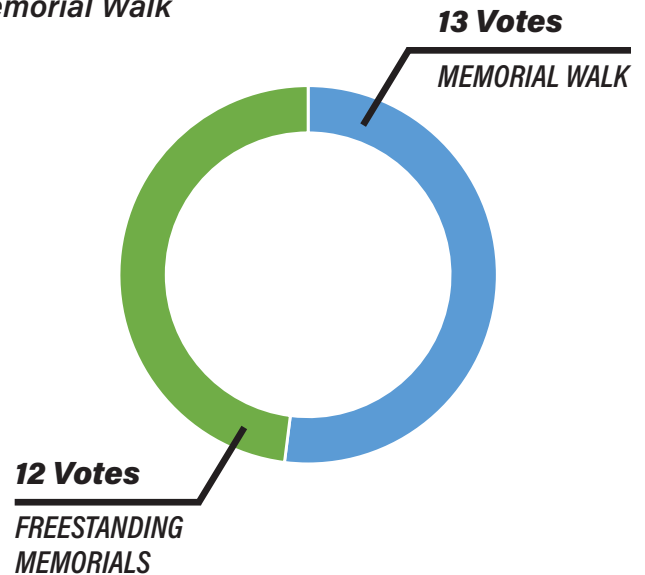
Shade Structure as Art



Local Artist Mural

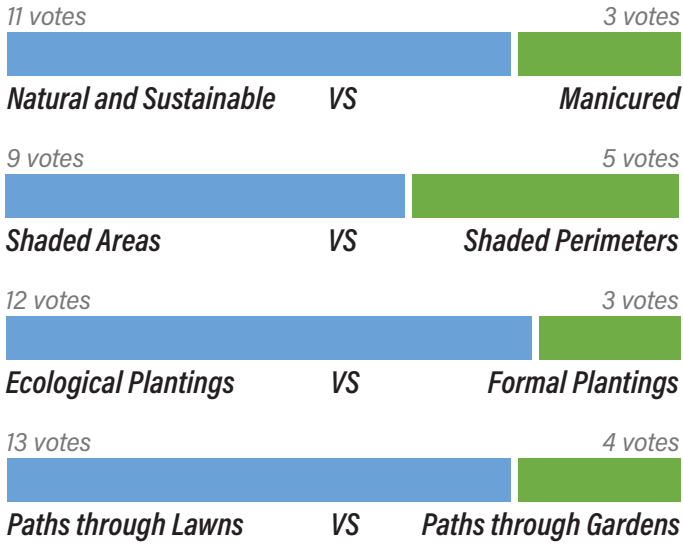
Choice	Votes
Shade Structure as Art	15
Local Artist Mural	11
Traditional Sculpture	10
Contextual Sculpture	7
(Wind Activated) Dynamic Sculpture	3
Contemporary Sculpture	2

## Freestanding Memorials versus Memorial Walk





## Planting Feel



Natural &amp; Sustainable



Shaded Areas

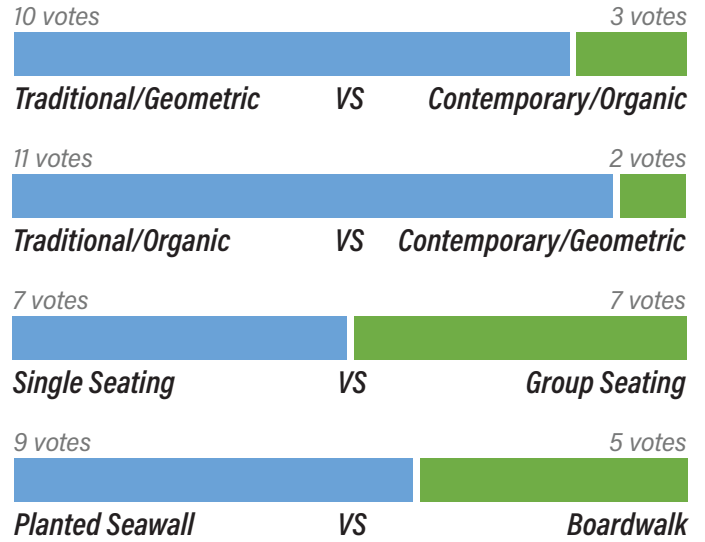


Ecological Plantings



Paths through Lawns

## Park Layout and Feel



Traditional/Geometric



Traditional/Organic



Single Seating



Planted Seawall

Figure 11: P.A.R.K. Exercise Results

<b>P</b>	<b>A</b>	<b>R</b>	<b>K</b>
<b>PRESERVE</b>	<b>ADD</b>	<b>REMOVE</b>	<b>KEEP OUT</b>
<i>Greenery</i>	<i>Shade</i>	<i>Homeless</i>	<i>Loiterers</i>
<i>Small-town Feel</i>	<i>Seating</i>	<i>Noise (pickleball)</i>	<i>Loud Noises</i>
<i>Exercise Paths</i>	<i>Art</i>	<i>Light Spillage onto Condominiums</i>	<i>Commercialization</i>
<i>Shade</i>	<i>Community Events</i>	<i>Private Clubs</i>	
<i>Walking Paths</i>	<i>Color</i>	<i>(no public access in a public park)</i>	
<i>Water Access</i>			

## B. P.A.R.K. Exercise

Secondly, the public participated in a P.A.R.K. exercise. This acts as a modified S.W.O.T. exercise where the public is asked what elements of Kelsey Park they want to Preserve, Add, Remove, and Keep Out. The elements that received multiple mentions are shown in the graphic above.

## C. Drawing Charrette

Finally, the public was invited to participate in a design charrette. The public was divided into three working groups with each being led by a designer. The public sketched out their ideas for the future Kelsey Park with guidance from the WGI team. The three draft plans designed by the public in this exercise were later refined into Concept 1 and Concept 2 shown on page 21.





Members of the public taking part in the drawing exercise



Members of the public taking part in the drawing exercise

## IV. CONCEPT WORKSHOP

WGI held a public workshop on June 11, 2022, to unveil the two conceptual site plan alternatives developed from the charrette. The purpose of this workshop was to select a preferred site plan and refine the site plan elements into the final design.

### A. Concept 1

Concept 1 unifies Kelsey Park and Lake Shore Park with two rings of pedestrian circulation flanking the main axis. A memorial garden is proposed in the southwest corner. The northeast corner contains a strolling garden plaza for quiet reflection. The seawall steps down to the water with hybrid living shoreline proposed on the northern and southern portions.

### B. Concept 2

Concept 2 unifies the two parks with an angular sidewalk network. The historic east-west axis and existing palms are retained and emphasized with associated flowering trees. Existing memorials are kept in place. Two public tennis courts are re-striped into eight pickleball courts. Two historic homes are proposed for relocation to the northwest corner for commercial re-use. A central boardwalk is flanked by a naturalized living shoreline.

### C. Mapping Exercise

The public selected their preferred concept and then identified specific elements and amenities they preferred to see in the final plan. The public chose Concept 1 as the preferred site plan through the mapping exercise and interactions with participants.

The final results from the mapping exercise showed a strong dislike for both designs for the northwest corner of the park. The majority rejected either the relocated pickleball courts

or the relocated houses. The relocated houses fared slightly better with four votes for and seven votes against versus the pickleball courts with three votes for and nine votes against. People who preferred the pickleball courts mentioned that the number of courts and amount of parking was too great, and the final design should show half of the proposed.

The splash pad location received only three comments with two voting for Concept 2 with the pad adjacent to the playground versus one vote for Concept 1 with the pad attached to the playground. Concept 2 was the preferred choice in conversations with the public during the workshop.

The overwhelming majority preferred the seawall with the monumental staircase leading to the water bordered by a living shoreline shown in Concept 1. No participants voted for Concept 2 with the boardwalk option. The design elements and features of the Concept 1 seawall were also popular in the visual preference survey.

Seven participants voted on whether they wanted to have additional parking or open space north of the tennis courts. The overwhelming majority wanted to see open space with only one participant voting for more parking, though this person said that it should only include half of what is shown. Participants at the workshop also stated they do not believe that parking is a major issue, especially with the new street parking available along Lake Shore Drive.

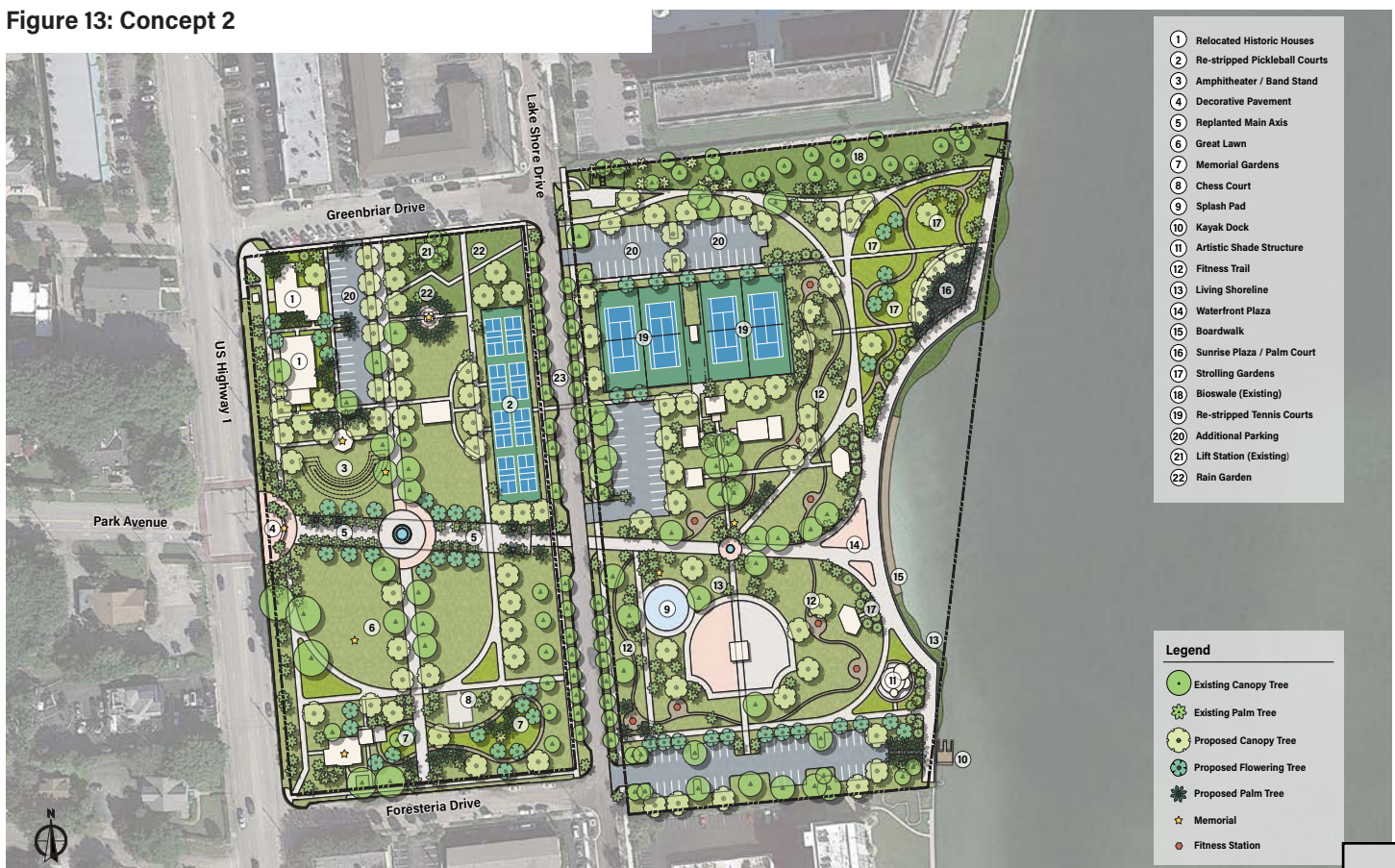
Finally, several participants stated in the mapping exercise that they would like to see pickleball reduced or removed from the park. Several participants stated that pickleball would be more appropriate at Bert Bostrom Park and the new Kelsey Park should be a more passive park space.



Figure 12: Concept 1



Figure 13: Concept 2





## D. Visual Preference Survey II

After the participants voted on their preferred concept, the public took part in another visual preference survey. The survey asked participants to provide their opinions on lighting options, seating, shade elements, landscaping, seawall materials, and park amenities. The results of the visual preference survey are shown below.

**Figure 14: Workshop Visual Preference Survey Results**

### Seating



Swings



Traditional Park Bench

#### Choice

#### Votes

Swings	14
Traditional Park Bench	13
Sculptural/Seating as Art	6
Lounge/Adirondack Chairs	4
Seating Walls	4
Movable Tables and Chairs	4

### Lighting



Short Path Lights



Up-Lighting

#### Choice

#### Votes

Short Path Lights	18
Up-Lighting/Illuminated Treetops	13
Light Poles - Traditional Style	13
Architectural Lighting	6
Light Poles - Contemporary Style	3
Sea Wall Lighting	3

### Shade



Shade Trees



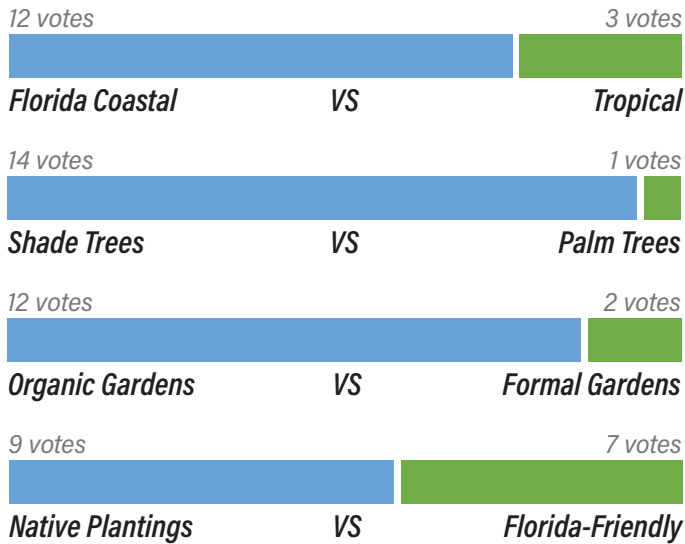
Trellis with Flowers

#### Choice

#### Votes

Shade From Trees	17
Pergola or Trellis with Vines/Flowers	16
Pergola	6
Shade Sculpture	4
Contemporary Pavilions	4
Traditional Style Pavilions	4
Shade Sails	3
Umbrellas	1

## Landscape



Florida Coastal Plantings



Shade Trees



Organic Gardens



Native Plantings

## Seawall Design



Decorative Pavement



Living Shoreline

### Choice

### Votes

#### Seawall Path

Mix of Materials/Decorative	10
Plain Concrete	4
Stamped Concrete	1
Pavers or Brick	0

#### Seawall Design

Seawall With a Lower Level with a Living Shoreline	11
Mangrove-inspired Bio-concrete	3
Single-Level Concrete (Existing)	1
Stepped Gabion Sea Wall	0

## Amenities

### Choice

### Votes

More Bike Racks	10
Drinking Fountain/Water Refill Station	11
Grills	12
Electric Outlets/Charging Stations	2
Educational Signage	9
Pick-up/Drop-off Area	2
Renovated Bathrooms	7
More Recycling and Trash Cans	8

# PREFERRED ALTERNATIVE

## I. OVERVIEW OF THE PLAN

The new Kelsey Park will become the crown jewel of Lake Park and a cherished public amenity for the local community. The final design for the new Kelsey Park was tailored to the needs and desires of the Lake Park Community. The design parameters were defined by the town and the elements included reflect the input and feedback received during the public participation process.

The master plan presented here is a framework to guide the development of Kelsey Park in the future. The next steps are to secure funding for projects and begin more detailed design to ready them for construction. While the final design of the new park's amenities should follow the guidelines laid out in this master plan, they may differ in final appearance and configuration.

Figure 15: Existing Elements to Remain

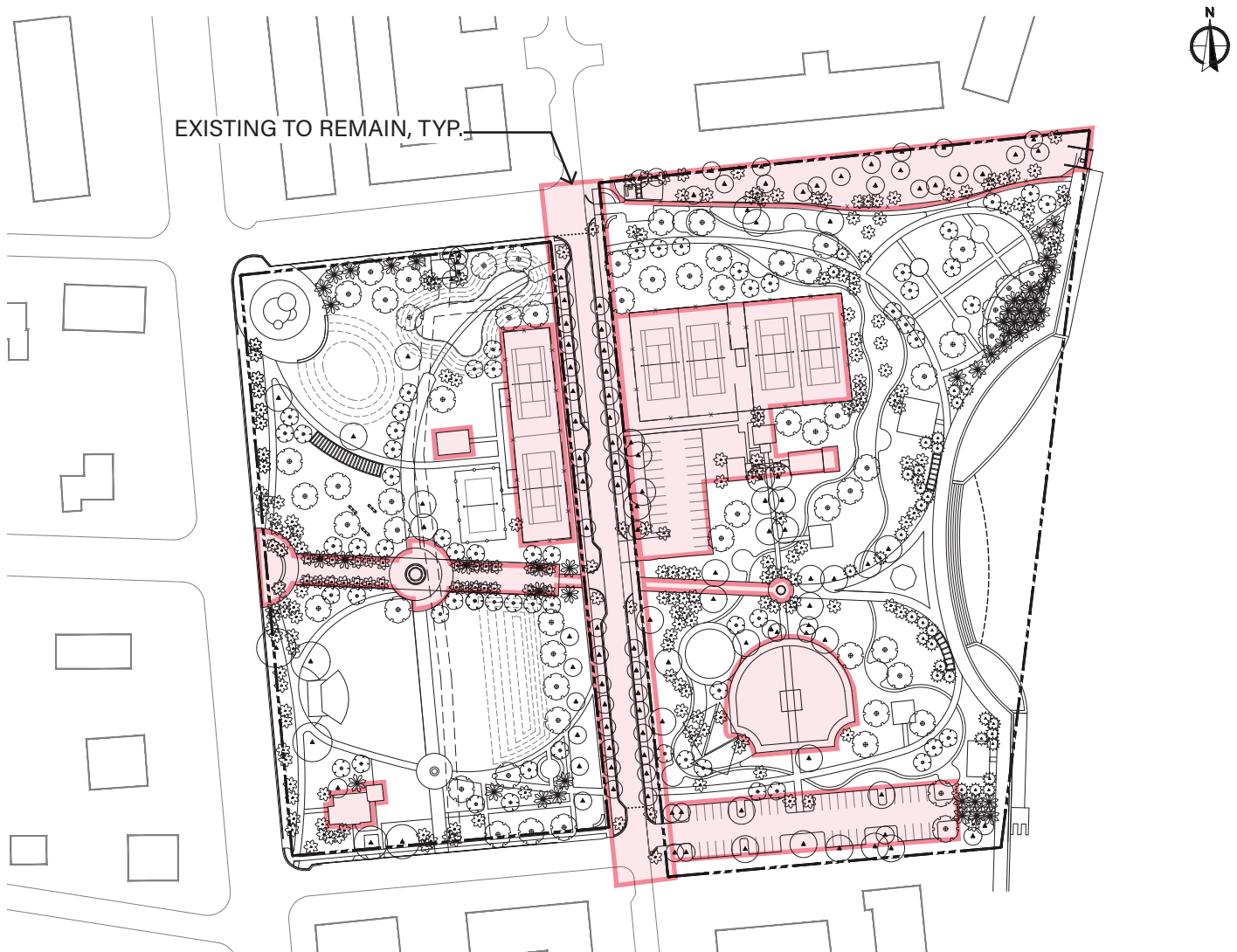




Figure 16: Final Illustrative Plan

- Key
- 1

Gateway Plaza w/ Public Art
- 2

Market/Event Space
- 3

Adult Seesaws
- 4

Historic Gateway Plaza + Gates
- 5

Preserved Historic E-W Axis
- 6

Band Shell
- 7

Great Lawn
- 8

Evergreen House + Memorial Gardens
- 9

Covered Seating Area
- 10

Kayak Launch
- 11

Picnic Pavillion
- 12

Fitness Trail
- 13

Splash Pad
- 14

Shade Sail + Parent's Plaza
- 15

Waterfront Plaza and Relocated Kelsey Pavillion
- 16

Beach
- 17

Stepped Sea Wall
- 18

Swinging Benches
- 19

Living Shoreline
- 20

Palm Court + Sunrise Plaza
- 21

Fishing Platform
- 22

Strolling Gardens
- 23

Bioswale (Existing)
- 24

Lake Shore Dr. Entry Sign (Removable Bollards Close for Events)
- 25

Lift Station (Existing)
- 26

Additional Parking (20 sp.)
- 27

Vendor Operated Tennis Center (Existing)
- 28

Restrooms (Existing)
- 29

Community Meeting Room (Existing)
- 30

Public Tennis Courts (Existing)
- 31

Mural/ Retaining Wall
- 32

Raised Lawn
- 33

Rain Garden with 12 and up Nature Play
- 34

Sand Volleyball Court



- Legend
- Existing Canopy Tree

Existing Palm Tree

Proposed Canopy Tree

Proposed Flowering Tree

Proposed Palm Tree

Memorial

Fitness Station



## A. Park-wide Design Elements

### Plantings & Landscape

The new infrastructure and park amenities were designed around existing vegetation to preserve as many trees as possible. Kelsey Park and Lake Shore Park have several large canopy trees and the master plan preserves the majority of them. This strategy of preservation will allow the park to have a mix of tree sizes and keep existing shade.

The master plan recommends expanding the park's canopy by planting additional shade trees. Shade provided by natural vegetation was a high priority across all stages of the public outreach program.

The plan also recommends focusing on primarily native plantings with some additional Florida-friendly species. The community voiced a preference for a more natural, Florida coastal environment as opposed to a formal garden planted with exotic tropicals. The native trees, shrubs, and flowers will reinforce the natural ecosystem of the park and support local wildlife.

The use of native plantings and Florida-friendly landscaping is in compliance with Lake Park's preferred planting list.

### Lighting

The master plan recommends that the future Kelsey Park be lit with a combination of traditional style light poles and pedestrian path lighting fixtures. Additionally, up-lighting should be used to emphasize specific areas of the park like the waterfront and main east-west axis. This will provide a more welcoming atmosphere for people visiting the park later in the evening.

Special attention should be taken to select fixtures that prevent light spillage onto adjacent properties. The light poles should have light cut-off fixtures to prevent spillage. Up-lighting should be careful to not be directed at the nearby condos. Finally, lighting for the sport courts should be reconfigured to reduce light spillage onto adjacent properties.

All lighting installed will be energy efficient, LED lights.

### Lake Shore Drive

Lake Shore Drive recently went through a streetscape project that added landscaping and on-street parking to the 700-foot length of road that bisects the park. Lake Shore Drive can be utilized as staging area for major festivals and celebrations. The street is currently being retrofitted with removable bollards that will allow the Town to shut it down for special events. The street can also be outfitted with a decorative pavement treatment to emphasize that this block of the street transverses a predominately pedestrian space and vehicles need to watch for walkers, children, and other park users.






The on-street parking spaces are ideal locations for food trucks. The new streetscape provides adequate parking space and the configuration allows for the trucks to open on to the park side, preventing queuing in the street.



Figure 17: Landscape Analysis and Tree Disposition



## LEGEND

	OPEN LAWNS		PRESERVED TREE
	GARDENS OR PLANTING BEDS		NEW TREE
	GREEN INFRASTRUCTURE		

## B. Programming

The new Kelsey Park is designed to accommodate a wide array of programming options. The spaces are flexible in the way they can host multiple events, activities, and amenities. This will allow the Town to efficiently and effectively activate the park while providing flexibility to the funding and resources the Town dedicates to its operation.

### Passive Recreation

Passive space in parks are areas that are less structured and allow more flexibility in how people can use the space. Passive elements of parks include gardens, paths, lawns, and picnic areas.

The park is designed to be a primarily passive space. This strategy is built upon the public feedback received during community outreach. Survey respondents identified passive activities as the primary way they want to use the park in the future.

Passive areas of the park include the Great Lawn, strolling gardens, palm court, and memorial gardens.



Open lawns are an example of passive areas



Playgrounds and splash pads are active spaces

### Active Recreation

Active spaces are designed with specific infrastructure to facilitate a specific use. These spaces include sport courts and playgrounds.

Active uses in the new Kelsey Park are found in the center portion of the park. The primary active uses include the children's area of the park consisting of a new playground, splash pad, shaded seating areas, and pavilions, the ADA compliant fitness trail, as well as the sport courts (tennis, pickleball, and volleyball).

### Green Infrastructure

Green infrastructure includes rain gardens, bioswales, pervious paving, and living shorelines. These features allow the park to efficiently drain stormwater and prevent inundation from storm surge.

The plan preserves the existing bioswale along the northern portion of the park as well as those flanking Lake Shore Drive. A rain garden at Lake Shore Drive and Greenbriar capitalizes on an existing low point of the site. This feature will also act as a nature-based playground for children to explore and experience the natural environment.

Finally, a living shoreline concept is being implemented along approximately three quarters of the new seawall. This will allow the park to better withstand storms and waves while also providing a habitat for wildlife.



Figure 18: Proposed Programming



## LEGEND

<span style="display: inline-block; width: 20px; height: 10px; background-color: purple; border: 1px solid black;"></span> MEMORIALS	<span style="display: inline-block; width: 20px; height: 10px; background-color: orange; border: 1px solid black;"></span> ACTIVE RECREATION
<span style="display: inline-block; width: 20px; height: 10px; background-color: green; border: 1px solid black;"></span> GREEN INFRASTRUCTURE	<span style="display: inline-block; width: 20px; height: 10px; background-color: blue; border: 1px solid black;"></span> PASSIVE RECREATION
<span style="display: inline-block; width: 20px; height: 10px; background-color: red; border: 1px solid black;"></span> ACCESS & CIRCULATION	

## C. Circulation

### Pedestrian Circulation

The internal circulation of the park unifies the four quadrants with a holistic circulation pattern of looping trails. The historic east-west axis remains as the primary entrance and pedestrian pathway to the waterfront. The overarching concepts and objectives of the internal circulation design were to prioritize safety, the pedestrian experience, and to link the former two parks into one.

## D. Utilities

### Electric

The plan proposes additional electrical hook-ups in areas anticipated to hold festivals, art shows, farmers' markets, live music, and other community events. These can be installed in tangent with the new lighting fixtures.

### Water

The splash pad will need to be connected to the water main along Lake Shore Drive. Additional service lines may be needed if the Town decides to install additional drinking fountains and water bottle refill stations along the exercise path.

### Sewer

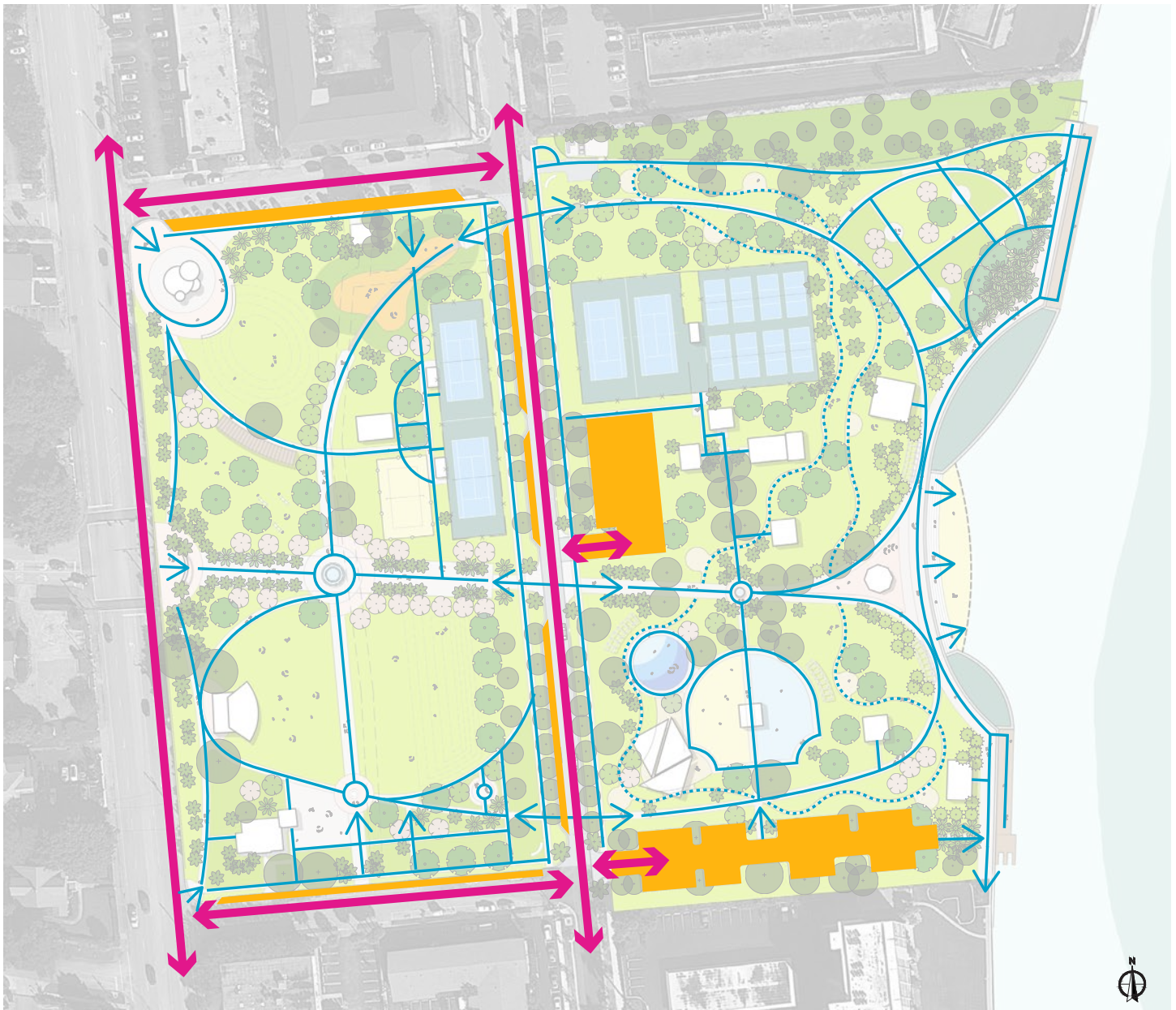
No updates to the sanitary sewer service are anticipated with this master plan.

### Stormwater

The proposed design adds minimal impervious surfaces. As the low point of the park, the proposed rain garden south of Greenbriar Drive will efficiently collect the stormwater runoff from the northwest section of the park. The existing stormwater infrastructure has the capacity to properly drain the park's new layout.



Figure 19: Circulation

**LEGEND**

 VEHICLE  
CIRCULATION

 PEDESTRIAN  
CIRCULATION

 PARKING

 PEDESTRIAN  
ENTRANCE

 FITNESS  
TRAIL

## E. Sustainability

### Stormwater & Flooding

The park master plan is designed in tangent with the stormwater improvements undertaken by the Town in the last few years. The new park layout will be properly drained by the existing bioswales along Lake Shore Drive as well as the bioswale constructed adjacent to the 801 Lake Harbor Towers condominiums.

The living shoreline proposed along the seawall will improve the park's resiliency to future storms. The living shoreline will buffer the seawall by breaking up incoming waves and the root systems will prevent erosion during large swells.

### Sea-Level Rise

The new seawall design will improve the park's resiliency to coastal flooding from king tides, tropical storms, and sea-level rise. The living shorelines and monumental steps will prevent water encroachment from storms and tidal events. The new seawall design accounts for the latest sea-level rise data by raising the elevation to 5' NAVD88 approximately 2' higher than existing.

## F. Activating the Park

The existing park is not being used by the community to its full potential. Several elements were identified by the public as reasons why they limited their visits to the area. The main reasons people did not go to Kelsey Park were lack of shade, lack of children amenities (playground), lack of events, and the homeless population. The new Kelsey Park master plan aims to addresses these issues.

### Shade

The existing park has few large canopy trees. Instead the park is planted predominately with palm trees and ornamentals. These types of

trees do not provide adequate shade and several large open spaces in the park are fully exposed to the elements. The lack of shade was the top complaint amongst residents and it prevents the park from feeling welcoming.

The plan rectifies this by shifting the focus from palms to canopy trees like live oaks, gumbo limbos, and mahoganies. The canopies of these trees will provide plenty of shade and shelter while providing enough clearance below to allow for activities. Shade trees will be concentrated around seating areas to leave some spaces open.

### Children's Amenities

The former playground was a primary reason for visiting the park. Several residents indicated that the need for children's amenities was critical to bring them back to Kelsey Park.

The new park will provide the children of all ages with a plethora of activities. The playground equipment will be replaced and a new splash pad installed adjacent to it. Seating areas shaded by pergolas, flowing vines, and shade sails will surround the playground and splash pad, providing a comfortable place for parents to watch over their children.

The proposed design establishes a nature-based playground adjacent to the rain garden to provide children an opportunity to explore the natural world and learn about their environment. Our public outreach indicated that this interactive learning experience was desired by the residents of Lake Park.

Finally, older children and teenagers will have the opportunity to access the Intracoastal via the stepped seawall as well as kayak from the new launch pad.

## Programming & Events

Programming is a key element in reactivating Kelsey Park. Many residents indicated that they did not go to the park because there was not much to do. There is a strong desire to see Kelsey Park activated as the heart of the community by hosting art festivals, farmers markets, and community events.

The new Kelsey Park is designed to be flexible and able to host a wide variety of events. Art festivals and a green market can be hosted along the main sidewalk spine of the park, live music and performances can be held on the Great Lawn, ceremonies can take place near the memorial gardens, and concerts can take place on the waterfront with the monumental steps acting as amphitheater seating.

Programming does not need to always be coordinated or funded by the Town. Local organizations and civic groups can use the park to host their events/celebrations to draw people to the park. Events like movie night in the park, yoga in the park, and live music can be hosted by third parties.

## Deed & Zoning Restrictions

The park is in the "P public" zoning district. Uses permitted in this district include town hall, recreation facilities, parks and playgrounds, swimming pool areas, libraries, municipal offices, fire and police stations, aquariums, museums, public works facilities, water and sewage plants, etc.

The language of Kelsey Park's original deed states that the park must remain free and open to the public. This specifically applies to the original Kelsey Park boundaries on the west side of Lake Shore Drive. As such, access to the park will remain free in perpetuity. This does not limit the activities of vendors operating activities that are permitted in the park, like the tennis center.

## G. Impact on Adjacent Uses

Special attention was given to how the proposed park design and uses will impact its neighbors. Several design elements were incorporated based on feedback and comments from people who live next to the park. This includes issues of noise, light spillage, and lack of family-friendly, community-focused programming.

## H. Security

While the park should always remain free and open to everyone, the comfort and security for all user groups is important to the success of the park. This master plan design aims to meet several Crime Prevention Through Environmental Design (CPTED) principles by activating and providing eyes on the park through the scattering of new and different active uses in and around previously underutilized areas of the park. It is the hope that the increase of more appropriate activities will discourage those that are conducting undesirable ones. In addition, these new improvements and upgrades to the maintenance will prevent the "broken window effect" - where each problem that goes unattended leads to increased issues.

In addition, we make the following recommendations:

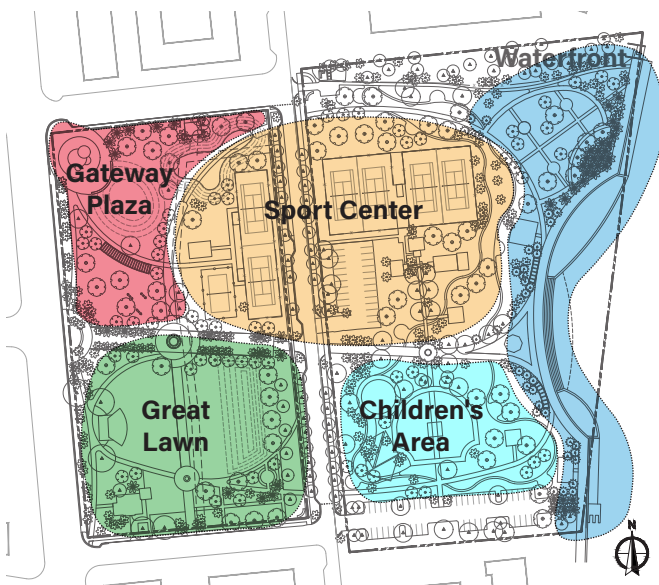
- Obtain a CPTED review by the PBC Sheriff's Office once the landscape and lighting is designed.
- Establish a "Friends of Kelsey Park" or garden club volunteer organization to aid in maintenance activities, be the eyes & ears for Town staff on the users of the park, and establish regular activity in the park.
- Partner with local homeless outreach organizations to work with those that may have nowhere else to go, gain an understanding of their situation, and work towards an appropriate solution.

- Reevaluate and enforce the park rules for open hours, overnight parking, alcohol consumption, and smoking. Those that are committing criminal activities or violating posted park rules should be removed from the park.

## II. THE ZONES OF THE PARK

The park was designed in zones. Each zone provides different amenities and activities for park patrons.

**Figure 20: Kelsey Park Zones**



### A. Zone 1: Waterfront

The dynamic waterfront of the new Kelsey Park provides the public with the water access that was so highly sought after by the community. This zone provides access to the Intracoastal, areas for quiet reflection, spaces for small group activities, and provides an array of ecological and environmental benefits. Amenities and features of the waterfront zone include the following:

- Seawall
- Beach Access
- Living Shoreline
- Fishing Platforms
- Kayak Launch
- Strolling Gardens
- Palm Court
- Open Lawn Space
- Swinging Benches
- Pavilions

#### Seawall & Promenade

The seawall will be replaced due to the current age and structural deficiencies. The new seawall will be built in the same footprint as the existing, but will be raised approximately 2' to an elevation of 5' NAVD88 to accommodate future sea level rise.

The seawall will be topped with a promenade walk similar to the existing seawall. The plan recommends decorative pavement be used to distinguish the promenade as a special space.

#### Beach Access

The stepped seawall allows direct access to the water and beach areas as well as providing informal seating to enjoy the view of the Intracoastal. The steps can also be used as amphitheater styled seating for events that bring in a floating stage that would be docked off of the seawall.



## Living Shorelines

Living shorelines flank the stepped seawall and provide a wide array of ecological benefits including stabilizing the shore, supporting the local ecosystem, and protecting against storm surge. This will allow the park to better withstand storms and waves while also providing a habitat for fish, birds, and manatees.

## Fishing Platforms

Fishing platforms are found on the north and south ends of the seawall. These platforms will operate as a lower level of the seawall to provide fishermen closer access to the water. The platforms will include lighting, seating, and a fillet station.

## Kayak Launch

A floating kayak launch is located at the southern tip of the seawall to provide additional water access for nautical activities. This location provides easy access to the launch from the existing parking lot and reduces conflicts with motor boat traffic associated with the marina.

## Strolling Gardens

The public was adamant about having locations in the park for peaceful reflection and relaxation. The north-east section of the park provides this tranquil space. This portion provides an area for residents to stroll among native flower gardens, enjoy shade from trees, and areas sit and enjoy the waves of the Intracoastal. The landscape is botanical display of color and texture designed for viewing with seating and hardscape materials specifically located to discourage loitering.

## Palm Court

A "palm court" is located adjacent to the gardens to provide space for quiet reflection and to enjoy the view of the Intracoastal.

## Open Lawn Space

Open lawn spaces are located among the strolling gardens to allow for small group activities in an intimate setting. These lawns will be perfect for yoga in the park, religious gatherings, and picnicking.

## Swinging Benches

Swinging benches, shaded by pergolas and flowering vines, are located near the top of the grand staircase overlooking the water. The public indicated that swinging benches were a top seating element desired in the new Kelsey Park.

## Pavilions

Two new pavilions are located in the waterfront zone. These will provide spaces for small group gatherings along the Intracoastal. Members of the public identified these as critical elements of the new park because religious congregations and community organizations use the existing pavilions for their activities and need larger spaces to continue growing these events in the park. Pavilions will include seating and grills.

Figure 21: Waterfront Zone





## B. Zone 2: Children's Area

The southeastern sector of the park will become the young children's play area. The children's play area will have easy access to the existing parking, shade provided by the canopy trees, a pavilion for children's parties, and plenty of shaded seating for parents. Amenities in this zone include the following:

- Playground
- Splash Pad
- Parent's Plaza
- Covered Seating Areas
- Pavilion

### Playground

New playground equipment is being installed in the fall of 2022 in the location of the previous playground. This will become the heart of the new children's activity area and reintroduce a major amenity that has been a top priority for the community.

### Splash Pad

A new splash pad will be located adjacent to the new playground. A splash pad was a top request from the public according to outreach efforts. The splash pad provides an amenity that has been missing from the Town of Lake Park.



Example of a small splash pad.

### Parent's Plaza

A plaza and seating area covered by shade sails will be constructed next to the playground and splash pad for parents and guardians of the children using those amenities. This will allow parents to keep a close eye on their children while having access to comfortable seating.



Seating shaded by a pergola structure.

### Seating

Additional seating areas shaded by pergolas will be located around the splash pad and playground to allow parents to watch over their children from multiple vantage points while still being shaded from the sun. The seating areas further act as barriers to give the children's area a sense of enclosure and security.

### Pavilion

A new pavilion with seating and grills is located in this zone to provide an area for family gatherings or children parties that want a sheltered place to host an event with easy access to the playground and splash pad. The pavilion also acts as a barrier between the playground and the waterfront.

Figure 22: Children's Area Zone





## C. Zone 3: Sport Center

The central portion of the new Kelsey Park is comprised of sport courts and related facilities. This is the more structured and actively programmed section of the park. Amenities in this zone include:

- Tennis Courts
- Pickleball Courts
- Sand Volleyball Court
- 15-Station Fitness Trail
- Bathroom Facilities
- Pavilion

### Tennis Courts

The tennis courts shall remain in their existing locations. The courts will be resurfaced and re-stripped as part of an independent Town project.

### Pickleball Courts

We recommend the existing public tennis court be restriped for pickleball and public tennis relocated to the east side of Lake Shore Drive. This would require either a renegotiation or termination of current lease arrangement with the tennis center/pickleball vendor or would need to occur after the lease expiration. If the Town decides to modify the arrangement with the current vendor, the pickleball courts can be moved west where the public courts are now. Since it was undetermined if pickleball is to remain in Kelsey Park and/or if the vendor's lease was to continue, the master plan presents a future phase option to move the courts west.

### Sand Volleyball Court

A sand volleyball court is proposed south of the public tennis courts. This offers a new amenity to Kelsey Park while activating an underutilized area. The new court can be used causally by teenagers and adults. Amenities for older children, teens, and adults were requested in the public feedback.

### Fitness Trail

The fitness trail has been reconfigured to provide space for new amenities. The path retains its winding nature making it perfect for leisurely strolls. The master plan recommends that the new path be made of compacted/ rubberized surface, or similar material to retain its naturalized appearance while making it ADA accessible.

### Bathroom Facilities

Both bathrooms remain in their existing locations. The centrally located facility provides easy access from any point in the park and is an optimal location for an amenity that will be utilized by people in every zone of the park. It is recommended that water bottle filling station be added at the bathroom facilities.

### Pavilion

A pavilion with grills is located south of the tennis center. This gives people the opportunity to have access to a pavilion and public grills while separating them from the children's amenity zone. The location near the pickleball courts and tennis courts provides convenience if sport leagues using the courts want to use a pavilion and associated grills for an event.

Figure 23: Sport Center Zone





## D. Zone 4: Great Lawn

### Great Lawn

The Great Lawn will be the new living room of Lake Park. It is designed to host larger event like performances, live music, and movie-in-the-park nights. It will also provide residents with a space to picnic, sunbathe, relax, play softball, frisbee, and enjoy the scenery. The adaptable design of the Great Lawn means it can be activated by town-sponsored events, private events, and casual resident usage.

The central and western portions of the Great Lawn are flat to accommodate large events and staging for festivals, markets, or community gatherings while the far eastern edge is elevated into a hillside to provide amphitheater-style seating for large events. The Great Lawn itself does not have trees to provide a clear line of sight to the bandstand. Trees frame the edges of the lawn to provide a sense of enclosure and provide some shade in the late afternoons. The trees and berming will also mitigate noise.

### Bandshell

A new bandshell is located at the western end of the Great Lawn. This amenity provides a stage, shelter, and electrical hookups for events. The bandshell will allow the Town to host live music, large ceremonies, theatrical productions, and movie nights in the park.

### 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.

### Historic East-West Axis

The plan preserves the historic east-west access as the primary entrance to the park. The master plan continues to pay respect to the Park's and Town's histories by maintaining the historic gate, fountains, and wide boulevard. The master plan recommends the replanting of the main axis to establish a consistent line of palm trees while adding flowering trees to further emphasize the historic entrance to the park.

This main axis can host smaller festivals and events like a green market and art festivals. Electric hookups will be included on the new light poles that run down this corridor or to provide festival vendors with convenient and accessible access to electricity. The new plantings along this corridor will provide shade and a sense of enclosure to festival participants.

### Evergreen House Patio

A new, expansive patio is located adjacent to the Evergreen House. This patio provides a shaded area to sit and relax while providing open views to the Great Lawn. It can be utilized casually by people bringing lunch to the park or buying food from a food truck, while also being an extension to the Evergreen House, providing outdoor space for people utilizing the house for events. The patio could be further activated by installing a coffee kiosk in the Evergreen House for park visitors to buy drinks and snacks.

Figure 24: Great Lawn Zone





## E. Zone 5: Gateway Plaza

The design of this area focuses on creating a unique, multi-generational activity zone for the community by including a diversity of amenities, landscaping elements, and seating options. Amenities in this option include the following:

- Gateway Plaza
- Picnicking Hill
- Mural Wall
- Nature-based Playground/Rain Garden
- Covered Seating Area

### *Gateway Plaza*

A new public plaza is established at the northwest corner of the park. The center of the plaza offers an optimal location to showcase a signature piece of public art.

### *Picnicking Hill*

This option proposes the creation of a new picnicking hill. This will provide topographic variety to the park and offer a unique location to relax while overlooking the rest of the park. The hill will also provide an element for children to play on. Finally, the hill will buffer some of the noise and vehicular activity from Federal Highway/US-1.

### *Mural Wall*

A retaining wall will be installed where the plaza cuts into the hill. This will provide a surface for future public art or the installation of a cultural mural celebrating the history of Lake Park.



Example of a nature-based playground

### *Nature-based Playground*

The low lying area at the corner of Lake Shore Drive and Greenbriar is expanded and designed to be a nature-based playground and rain garden. This will provide a space for children 12 years-old and up to enjoy the park separate from the younger children at the playground. It also offers the community's children a chance to engage with nature and learn about their environment through interpretive signage. This area will also include a raised boardwalk spanning the rain garden. The rain garden will act as a visual extension to the existing bioswale along the northern edge of the park.

### *Covered Seating Area*

A large seating area is located south of the picnicking hill. The seats are shaded by a pergola structure that can be further shaded by flowering vines. The structure is large enough to host a variety of seating options including swinging benches, traditional benches, and movable tables and chairs. Finally, grills will be located near this area so large families or community organizations can use the space for events.

Figure 25: Gateway Plaza Zone





### III. PRIORITIZATION PLAN

While it would be ideal for the park construction to be completed as a single phase (or one phase per side of Lake Shore Drive) we understand it may not be desirable to completely close this important public amenity for a significant length of time or may not be possible due to funding limitations. We suggest prioritizing elements that can easily be constructed as standalone and subsequently followed by those that fall in logical construction order.

#### A. Priority A

These are elements that make the biggest impact on the function of the park or would show the quickest, most impactful return on investment.

- Seawall repair and waterside amenities (due to current wall deterioration and impact on grading of the site)
- Gateway Plaza and picnic hill
- Rain garden/nature-based playground
- Floating stage (can be temporary while new bandshell/great lawn is being constructed)
- Splash pad and associated parent's plaza
- Relocate the pickleball courts to the west side of Lake Shore Drive

#### B. Priority B

These are areas which will function best once the Priority A elements are constructed and while important are not necessarily as impactful on their own.

- New pavilions
- Entry signage
- Pedestrian amenities (grills, benches, bike racks, etc.)
- Landward side elements of the waterfront
- Fitness Trail
- Additional shade trees

#### C. Priority C

These are areas that only makes sense or function once the rest of the park elements are in place. There is little loss to the overall functionality of the park if these elements are constructed last.

- Memorial garden
- Great lawn/ band shell (provided floating stage can be utilized in the interim)
- Evergreen House patio
- Additional parking
- Traffic calming to Lake Shore Drive

## IV. FUTURE OPPORTUNITIES

The Kelsey Park Master Plan was developed with a consideration for future project opportunities requested by the Town. The projects range in scope, scale, and barriers to implementation but were all deemed as appropriate for future planning by the town. These projects include the following:

- Relocation and re-use of two historic structures
- Two additional 20 space parking lots
- Relocation of pickleball courts

### A. Relocated Historic Homes

Throughout the master planning process, the idea of relocating two historic homes on Park Avenue to the park to re-purpose them as a restaurant and/or café space in the park was discussed. While this concept was favorable to some there was some opposition and potential zoning/legal conflicts with this idea. However, historic preservation is a top priority to the Town and Town Commission. Being that the two homes in question are the first two homes that were built in the Town a new location in the park was requested to be imagined. This is also in response to the anticipated redevelopment of the two lots where they currently exist into higher density uses.

The conceptual approach involves relocating the two homes to the proposed memorial gardens and include an additional 20 space parking lot to support the anticipated needs for operation. A specific use for the structures was not defined but at minimum ADA parking and loading/service will be required. The proposed future locations front Foresteria Drive and along with the Evergreen House provide a unique opportunity to introduce a new “urban” corridor to the area.

This design intervention would also require the relocation of the hospice memorial and it is proposed to move adjacent to the Desca DeBois Live Oak.

### B. Additional Parking Lots

Two new 20 space parking lots are proposed as options for future development of the master plan. The lot to the southwest serves the relocated historic homes and will likely only fulfill part of the increased demand. Located to the northeast between the tennis courts and bioswale an additional 20 space parking lot could be installed when/if the Town determines is necessary. In response to public concerns about increased pavement and to reduce the impacts on existing stormwater infrastructure WGI recommends each lot be constructed with permeable materials.

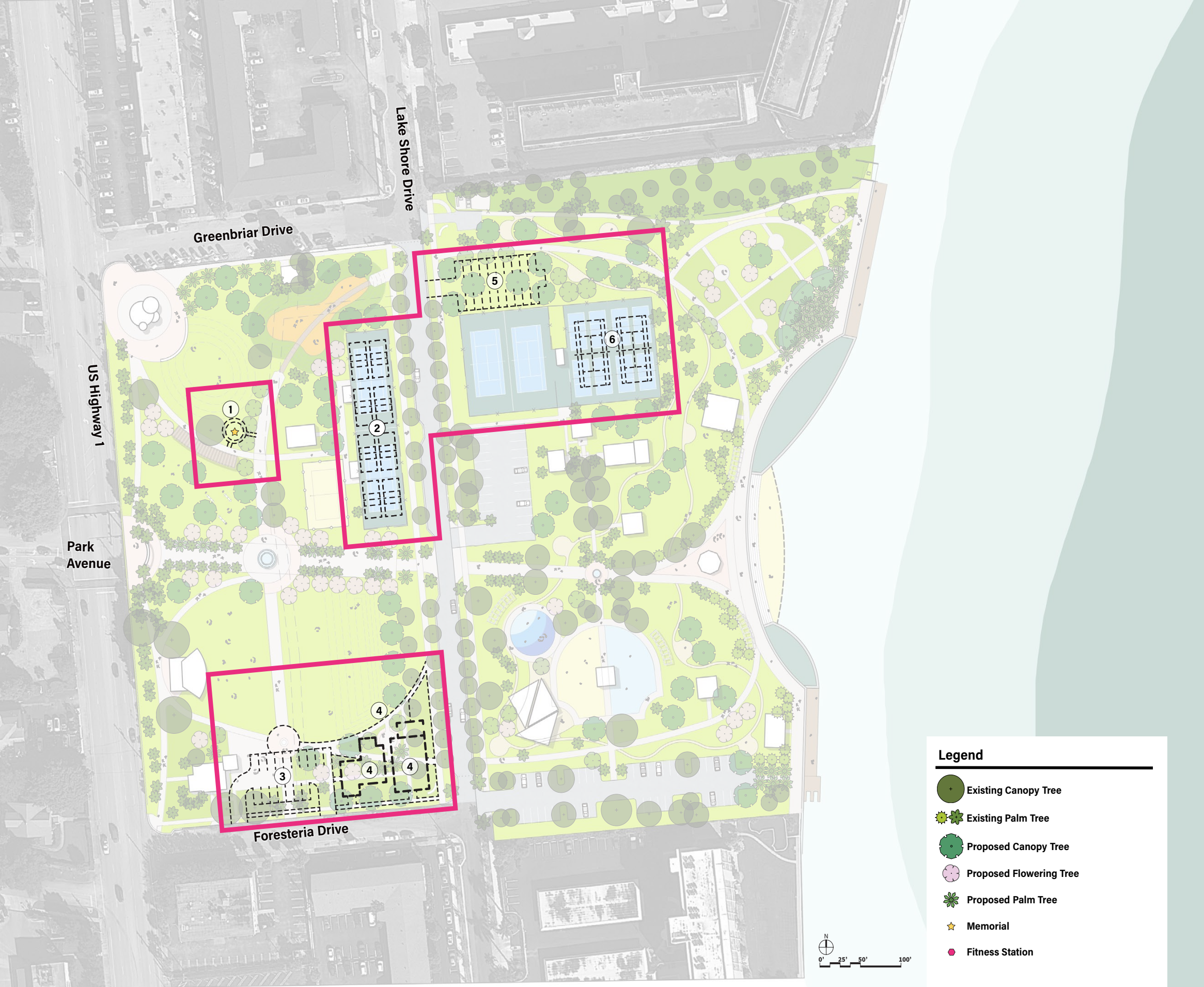
### C. Restriped Pickleball Courts

During the public outreach, it was discussed that the relocation of the existing pickle ball courts was preferable by the neighbors of the park. However, the town noted that pickleball may be relocated out of Kelsey Park to a different park in the future. With the existing private tennis center vendors lease in place a definitive direction on the status and location of pickleball in Kelsey Park was not determined. If pickleball is to stay in Kelsey Park it is recommended in a future phase the courts be located to the west of Lake Shore Drive.



Figure 26: Future Opportunities

- Key**
- 1 Relocated Hospice Memorial
  - 2 Restriped Pickleball Courts
  - 3 Additional Parking (20 spaces)
  - 4 Relocated Historic Houses
  - 5 Additional Parking (20 spaces)
  - 6 Restriped Tennis Courts



## V. COST ESTIMATE

### A. Opinion of Probably Cost

## Kelsey Park Masterplan Opinion of Probable Cost

Item	Quantity	Unit	Unit Cost	Total
<b>Exisitng Parking Lots</b>				
Asphalt Resurface (South Lot)	15,732	SF	\$ 0.60	\$9,439.20
Subbase, 8" (South Lot)	10,493	CY	\$ 20.00	\$209,864.88
Asphalt Resurface (Tennis Center)	10,065	SF	\$ 0.60	\$6,039.00
Subbase, 8" (Tennis Center)	249	CY	\$ 20.00	\$4,980.00
				<b>\$230,323.08</b>
<b>Waterfront</b>				
Seawall	901	LF	\$ 3,500.00	\$3,153,500.00
Fill Area	2,022	CY	\$ 45.00	\$91,000.00
Stairs (200 x 5 risers)	1,000	LF	\$ 200.00	\$200,000.00
Platform at stairs	6,000	SF	\$ 50.00	\$300,000.00
Living Shoreline	1,000	LF	\$ 3,000.00	\$3,000,000.00
				<b>\$6,744,500.00</b>
<b>Fishing Deck</b>				
Deck	1,577	SF	\$ 200.00	\$315,400.00
				<b>\$315,400.00</b>
<b>Kayak Launch</b>				
Kayak Launch Structure	1	LS	\$ 20,000.00	\$20,000.00
				<b>\$20,000.00</b>
<b>Fitness Trail</b>				
Rubberized Trail	8,575	SF	\$ 15.00	\$128,625.00
Fitness Equipment	1	LS	\$ 50,000.00	\$50,000.00
				<b>\$178,625.00</b>
<b>Gateway Plaza</b>				
Gateway Plaza	1,111	SY	\$ 124.00	\$137,764.00
Public Art	1	EA	\$ 530,000.00	\$530,000.00
Cover Seating Area	1	EA	\$ 135,000.00	\$135,000.00
Raised Lawn	1	EA	\$ 25,000.00	\$25,000.00
Nature-based playground/rain garden	1	LS	\$ 400,000.00	\$400,000.00
Sand Volleyball Court	1	LS	\$ 35,000.00	\$35,000.00
				<b>\$1,262,764.00</b>
<b>Splash Pad</b>				
Play Surface	2,300	SF	\$ 20.00	\$46,000.00
Play Equipment	1	LS	\$ 105,000.00	\$105,000.00
				<b>\$151,000.00</b>
<b>Memorials</b>				
Blakely Commons Restoration	580	SF	\$ 75.00	\$43,500.00
Existing Fountains Restoration (2)	2	EA	\$ 3,500.00	\$7,000.00
Hospice Memorial Restroation and Relocation	1	EA	\$ 5,000.00	\$5,000.00
Gold Star and Flag Restoration and Relocation	1	EA	\$ 10,000.00	\$10,000.00
Rock Memorials Restoration and Relocation	2	EA	\$ 5,000.00	\$10,000.00
				<b>\$75,500.00</b>

## A. Opinion of Probable Cost (Continued)

### Miscellaneous Site Work

Site Preparation/ Demolition	13.49	AC	\$	45,500.00	\$613,795.00
Sidewalks	9,109	SF	\$	58.50	\$532,876.50
Accent Paving	1,475	SY	\$	124.00	\$182,900.00
Ampitheater Fill & Grading	1	LS	\$	30,000.00	\$30,000.00
Utilities and infrastructure	1	LS	\$	35,000.00	\$35,000.00
Site Lighting	1	LS	\$	200,000.00	\$200,000.00
Traffic calming on Lake Shore Drive	1	LS	\$	15,000.00	\$15,000.00
Evergreen House Patio	379	SY	\$	124.00	\$46,996.00
					<b>\$1,656,567.50</b>

### Pavillions/Shade Structures

Artistic Shade Structure	1,000	SF	\$	250.00	\$250,000.00
Large Shade Structure (40'x40')	1	EA	\$	135,000.00	\$135,000.00
Medium Shade Structure (30'x30')	1	EA	\$	85,000.00	\$85,000.00
Small Shade Structure (25'x25')	2	EA	\$	65,000.00	\$130,000.00
Shade Sails	1	EA	\$	60,000.00	\$60,000.00
New Band Shell and Stage	2,500	SF	\$	300.00	\$750,000.00
					<b>\$1,410,000.00</b>

### Miscellaneous Site Furnishings

Monument Signage	2	LS	\$	10,000.00	\$20,000.00
Bench	35	EA	\$	1,500.00	\$52,500.00
Trash	10	EA	\$	750.00	\$7,500.00
Bike Rack	20	EA	\$	750.00	\$15,000.00
Fillet Station	2	EA	\$	2,000.00	\$4,000.00
Adult Swings	3	EA	\$	15,000.00	\$45,000.00
Grills	5	LS	\$	1,500.00	\$7,500.00
Picnic Tables	10	EA	\$	3,000.00	\$30,000.00
					<b>\$181,500.00</b>

### Landscape

Shrubs/Groundcover	7,000	SF	\$	4.35	\$30,450.00
Canopy	60	EA	\$	750.00	\$45,000.00
Ornamental	65	EA	\$	500.00	\$32,500.00
Palms	35	EA	\$	500.00	\$17,500.00
Irrigation	13	AC	\$	65,000.00	\$876,850.00
Sod	248,750	SF	\$	3.53	\$878,087.50
					<b>\$1,880,387.50</b>

Subtotal: \$14,106,567.08  
 Contingency (10%): \$1,410,656.71

Project Subtotal: \$15,517,223.79

General conditions (3%): \$465,516.71  
 Mobilization (2%): \$310,344.48  
 Bonds + Insurance (1%): \$155,172.24  
 Contractor Fees (5%): \$775,861.19

Design + Permitting (8%): \$1,128,525.37

Project Total: \$18,352,643.77

## B. Opinion of Probable Cost- Future Opportunities and Optional

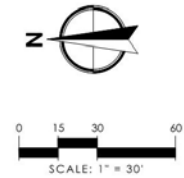
<i>Item</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total</i>
<b>Future Opportunities</b>				
Relocated Historic Homes (2 structures)	5,900	SF	\$ 150.00	<b>\$885,000.00</b>
Northeast Parking Lot	1	SF	\$ 25,000.00	<b>\$25,000.00</b>
Southwest Parking Lot	1	SF	\$ 25,000.00	<b>\$25,000.00</b>
Conversion of 8 pickleball courts to 2 tennis courts	1	EA	\$ 20,000.00	<b>\$20,000.00</b>
Conversion of 2 tennis courts into 8 pickleball courts	1	EA	\$ 20,000.00	<b>\$20,000.00</b>

<i>Item</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total</i>
<b>Restroom Building</b>				
Interior Restoration	1,200	SF	\$ 50.00	\$60,000.00
Building Envelope, Lighting and HVAC Upgrades	1,200	SF	\$ 300.00	\$360,000.00
Bottle Filling Station	2	EA	\$ 4,440.00	\$8,880.00
				<b>\$428,880.00</b>



# APPENDIX





2035 Vista Parkway, West Palm Beach, FL 33411  
Phone No. 866.909.2220 [www.wginc.com](http://www.wginc.com)  
Cert No. 6091 - LB No. 7055

CAD 800935030400070400		REVISIONS		BY
NO.	DATE	DESCRIPTION		
JOB NO.	8079.00			
DRAWN BY	ALEX L			
CHECK BY	JIM S.			
DATE	2022-05-24			

SURVEYOR OF RECORD  
JIM SULLIVAN  
PSM# 6889

**TOPOGRAPHIC & BOUNDARY SURVEY**  
**KELSEY PARK**  
SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST  
PALM BEACH COUNTY, FLORIDA

SHEET:  
2



